

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN
DEVELOPMENT**

**CONCILIATION/VOLUNTARY COMPLIANCE AGREEMENT
TITLE VI OF THE CIVIL RIGHTS ACT OF 1964
TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968 AS AMENDED BY THE
FAIR HOUSING ACT OF 1988**

Among

NAME REDACTED

And

United States Department of Housing and Urban Development

FHEO CASE NUMBER: 04-19-6271-8/6, 04-19-6268-8/6, and 04-19-6269-8/6

A. PARTIES AND SUBJECT PROPERTY

Complainants:

NAME REDACTED
Savannah, GA 31406

NAME REDACTED
Savannah, GA 31401

NAME REDACTED
Savannah, GA 31401

Complainants' Representative:

Alison Slagowitz, Esq.
Georgia Legal Service Program
6602 Abercorn Street, 203
Savannah, GA 31405

Respondents:

The Woods of Savannah
7364 Hodgson Memorial Drive
Savannah, GA 31406

Oglethorpe Square Apartments, A Limited Partnership
463 Johnny Mercer Blvd
B7-243
Savannah, GA 31410

Gene B. Glick Company, Inc.
8801 River Crossing Blvd
200, PO Box 40177
Indianapolis, IN 46240

Respondents' Representative:

Adam J. Richter, Esq.
8801 River Crossing Blvd., Suite 200
Indianapolis, IN 46240

Subject Property:

The Woods of Savannah
7364 Hodgson Memorial Drive
Savannah, GA 31406

B. STATEMENT OF ALLEGATIONS

1. The complaints were filed with the United States Department of Housing and Urban Development (HUD or the Department) on March 25, 2019, alleging that the Complainants were injured by discriminatory acts. It is alleged that Respondents were responsible for discriminatory terms, conditions, privileges, or services. Complainants believe Respondents collectively discriminated against them because of their race. The most recent act was alleged to have occurred on November 21, 2018. If proven, the allegation would constitute a violation of 804(b) of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 (the "Act") and Title VI of the Civil Rights Act of 1964 ("Title VI").
2. HUD has made no finding of any violation of the Act or Title VI by the Respondents. Respondents deny the allegations of any violations of the Act and/or Title VI and have not admitted to any violations of the Act and/or Title VI.

C. TERM OF AGREEMENT

1. This Conciliation/Voluntary Compliance Agreement (Agreement) shall govern the conduct of the parties to it for a period of two (2) years from the Effective Date of this Agreement.

D. EFFECTIVE DATE

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the U.S. Department of Housing and Urban Development, through the FHEO Region IV Director, or his or her designee.
3. This Agreement shall become effective on the date on which it is approved by the Regional Director of the Office of Fair Housing and Equal Opportunity (FHEO) of the United States Department of Housing and Urban Development (HUD) 40 Marietta Street, Atlanta, Georgia 30303 or his or her designee. If any deadline measured from the Effective Date occurs on a Saturday, Sunday or legal holiday, the subject performance shall be due on the next day that is not a Saturday, Sunday or legal holiday.

E. GENERAL PROVISIONS

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
5. The Respondents acknowledge that they have an affirmative duty not to discriminate under the Act, and it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
6. This Agreement, after the FHEO Regional Director or his or her designee has approved it, is binding upon Respondents, their employees, heirs, successors and assignees, and all others in active concert with them in the operation of the subject property.
7. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director or his or her designee, it is a public document.
8. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Respondents made pursuant to the Act or any other complaint within the Department's jurisdiction.
9. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director or his designee. Notwithstanding the foregoing, HUD and the Respondents may amend any deadline contained in Section G of this Agreement without the consent or written agreement of any other party to this Agreement.
10. The Parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement; the original executed signature pages to be attached to the body of the Agreement to constitute one document.
11. Complainants, hereby forever waive, release, and covenant not to sue the Department, Respondents, their heirs, executors, assigns, agents, employees, and attorneys with regard to any and all claims, damages, and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter addressed in HUD Case Numbers 04-19-6271-8/6, 04-19-6268-8/6, and 04-19-6269-8/6 or which could have been filed in any action or suit arising from said subject matter.
12. Respondents, hereby forever waive, release, and covenant not to sue the Department or Complainants, or its successors, assigns, agents, officers, board members, employees, and attorneys with regard to any and all claims, damages, and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD

Case Numbers 04-19-6271-8/6, 04-19-6268-8/6, and 04-19-6269-8/6 or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT(S)

13. Within thirty (30) days of the Effective Date of this Agreement, Respondents shall send three (3) checks to Complainants' representative, Alison Slagowitz, Esq., 6602, Abercorn Street, #203, Savannah, GA 31405 with a sum total of Sixty Thousand Dollars (\$60,000.00), made out to each of the below listed individuals in the amounts listed below:

- a. Twenty Thousand Dollars (\$20,000.00) to **NAME REDACTED**
- b. Twenty Thousand Dollars (\$20,000.00) to **NAME REDACTED**
- c. Twenty Thousand Dollars (\$20,000.00) to **NAME REDACTED**

An electronic copy of the checks shall be sent to Curtis Barnes, Conciliator via email at curtis.l.barnes@hud.gov

G. RELIEF IN THE PUBLIC INTEREST

14. Respondents shall pay a total of Twenty Thousand Dollars (\$20,000) (the "Compensation Fund") in monetary damages to third persons, to be distributed as follow:

- a. Three (3) individuals (the "Identified Claimants") who are listed in **Appendix A** hereto will receive a payment in the amount specified there. Within thirty (30) days of the Effective Date of this Agreement, Respondents shall send via overnight courier to the Department checks made payable to each such person. When the Department has received a check from Respondents payable to an Identified Claimant and the signed release form as shown at **Appendix B**, the Department shall deliver the check to the Identified Claimant and the original copy of the signed release form to counsel for Respondents. The Department assumes responsibility for the delivery of such checks to the Identified Claimants. No Identified Claimant shall be paid until (a) he/she has fully executed the signed release form as shown at **Appendix B**, and (b) the Department has delivered the original copy of the signed release form to counsel for Respondents.
- b. After payment to the Identified Complainants pursuant to Para. 15(a) hereto, the remaining balance of the Compensation Fund (the "Remaining Balance," equal to \$8,000) shall be distributed in the following manner:
 - i. Within forty-five (45) days of the Effective Date of this Agreement, Respondents will provide notice to all residents that they may file claims for compensation for any harassment that they have experienced from any other tenant at the Subject Property within the two years prior to the Effective Date.
 - ii. The claims shall be in writing, on a form prepared by the Respondents, and shall include the claimant's name, address, date of original occupancy, and a statement describing the nature of the

alleged harassment, including the date/s when the alleged harassment occurred and the name (if known) of the person who allegedly committed the acts of harassment. The claim forms shall be returned to the Respondents no later than seventy-five (75) days after the Effective Date.

- iii. No later than one hundred five (105) days after the Effective Date, HUD and Respondents shall review the claim form to determine if they are complete and on their face contain no false information (the “Determined Claims”).
- iv. All persons who have submitted Determined Claims shall receive a payment reflecting their pro rata share of the Remaining Balance. No later than one hundred twenty (120) days after the Effective Date, Respondents shall send via overnight courier to the Department checks made payable to each such person. When the Department has received a check from Respondents payable to a person who has submitted Determined Claims and the signed release form as shown at **Appendix C**, the Department shall deliver the check to persons who have submitted Determined Claims and the original copy of the signed release form to counsel for Respondents. The Department assumes responsibility for the delivery of such checks to the persons who have submitted Determined Claims. No person who has submitted a Determined Claims shall be paid until (a) he/she has fully executed the signed release form as shown at **Appendix C**, and (b) the Department has delivered the original copy of the signed release form to counsel for Respondents.

15. Respondents and tenants shall not retaliate against or intimidate or interfere with any other person on account of their exercise of any right under the Act or on account of their having aided or encouraged any other person in the exercise or enjoyment of their rights under the Act.

16. Within thirty (30) days of the Effective Date of this Agreement, Respondents shall create and submit, for HUD approval, a written nondiscrimination policy (including a policy prohibiting harassment and intimidation of tenants residing at The Woods) (the “Policy”), and a formal grievance procedure to address allegations of tenant harassment and intimidation based on a protected class under the Fair Housing Act. The Policy and procedure shall apply to The Woods employees. The Policy shall also contain a provision stating that Respondents will take appropriate action, as allowed by law and the terms of the tenants’ leases, up to and including eviction, against any tenant that Respondents find to be engaging in such conduct. Any employees of Respondent who refuse to act in response to the physical assault of one tenant against another tenant based on discrimination of a protected class under the Fair Housing Act, may be subject to discipline, up to and including termination. Respondents shall implement such Policy and procedures no later than thirty (30) days after HUD has indicated its approval and shall notify new and current tenants of The Woods, and all new and current employees and agents, about the Policy and procedure.

17. Respondents will maintain in the rental office of the Subject Property a file (or files) containing all correspondence (including letters or messages received from tenants or notes prepared by the staff of the Subject Property) relating to any alleged violation of the Policy. The file (or files) will include a record of any action or decision taken by the staff of the Subject Property with respect to any such allegation.
18. Within thirty (30) days of the Effective Date of this Agreement, Respondents shall inform all of employees at the Woods of Savannah of the ongoing obligations of Respondent set forth in this Agreement.
19. Within thirty (30) days after receipt of HUD approval of the Policy referenced in paragraph 16, Respondents shall post or continue to maintain copies of the Policy, in conspicuous locations at every housing complex where property management services are provided to the public, in both English and Spanish. These postings shall be prominently displayed, readily apparent to all persons seeking to engage in residential real estate and leasing related transactions and shall include the fair housing logo.
20. Once during each of calendar years 2019 and 2020, Respondents shall cause all employees at the Woods of Savannah to undergo in-person training concerning diversity, inclusion and creating communities of respect. Residents of the Woods shall be invited to attend the training as well. The trainer or training entity shall be independent of Respondents, qualified to conduct such training, and approved in advance by FHEO. Any expenses associated with the training shall be borne by Respondents. Respondents shall obtain from the trainer certifications of attendance, executed by each individual who received training, confirming their attendance. Respondents shall provide the Department with copies of the written materials provided for that training.
21. During and after the term of this Agreement, Respondents will continue to require annual Fair Housing training of staff at The Woods of Savannah, including non-discrimination laws, including training on the Act, Title VI, any HUD policies relating to discrimination, harassment and intimidation, and the Policy.
22. Within one hundred-eighty (180) days of the Effective Date, Respondents will cause the on-site management staff at the Subject Property to attend in-person Fair Housing training on the Act, Title VI, any HUD policies relating to discrimination, harassment and intimidation, and the Policy.
23. The training(s) on the Act, Title VI, any HUD policies relating to discrimination, harassment and intimidation discussed in paragraph 22 shall be conducted by the U.S. Department of Housing and Urban Development and such training shall satisfy the provisions of paragraph 22.
24. The training(s) discussed in paragraph 22 shall be video recorded by HUD and the Respondents shall maintain copies of the written materials provided for each training. Each newly hired individual shall first receive training within sixty (60) days after the

date he or she commences service or employment, either (1) by attending the next regularly scheduled annual live training, if it occurs within the sixty (60) day period, or (2) by viewing a video recording of the most recent live training and receiving copies of any written materials provided for that training. HUD will provide a copy of any such video recording to Respondents for internal training purposes in a common format (such as a CD or a computer-readable file).

H. MONITORING

25. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may inspect Respondents' property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondents. Respondents agree to provide their full cooperation in any compliance and/or monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

26. All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing & Urban Development
Office of Fair Housing and Equal Opportunity
ATTN: Staci Gilliam, Field Office
950 North 22nd Street
Suite 900
Birmingham, Alabama 35203

J. CONSEQUENCES OF BREACH

27. Whenever the Secretary, after an examination of any facts and circumstances, has reasonable cause to believe that the recipient has breached this Agreement in a material way, the Secretary shall provide written notice thereof Respondent with no less than thirty (30) days to cure. The Secretary may also refer the alleged breach to the Attorney General of the United States with a request to commence a civil action in the appropriate U. S. District Court pursuant to §§ 810(c) and 814(b)(2) of the Act.

28. Any uncured act(s) or omission(s) of an employee who violates the terms of this Agreement may serve as grounds for HUD imposing debarment, as set forth in 24 C.F.R. § 24.300; suspension, as set forth in 24 C.F.R. § 24.400; or limited denial of participation, as set forth in 24 C.F.R. § 24.705 for that employee.

29. Any uncured act(s) or omission(s) that violates the terms of this Agreement may serve as grounds for the Department to conduct a compliance review under Section 504 or other appropriate statutory or regulatory authority.
30. Any uncured act(s) or omission(s) violating the terms of this Agreement may serve as grounds for the United States to seek specific performance of any or all of the provisions of this Agreement in federal court.
31. Any uncured act(s) or omission(s) violating the terms of this Agreement may serve as grounds for the United States to pursue an action in federal court for failure to comply with applicable civil rights authorities.
32. The uncured acts set forth in this Section are not mutually exclusive, and the Department has the right to pursue any or all of these remedies or any other remedies available under law.

K. CERTIFICATION/SIGNATURES

By affixing their signatures hereunder, the parties certify that they have reviewed and understand the terms and conditions of this Agreement, and that they have full authority to enter into this Agreement on behalf of themselves or as agents of others.

[Signature pages to follow.]

M. SIGNATURES

Complainants:


By: _____
 NAME REDACTED Date _____

By: _____
 NAME REDACTED Date _____

By: _____
 NAME REDACTED Date _____

Respondents:

The Woods of Savannah, Oglethorpe Square Apartments, A Limited Partnership, and
Gene B. Glick Company, Inc:

By: 
 Linda Orange, Senior Vice President 10/24/2019

Linda Orange, Senior Vice President Date

HUD Approval and Execution of VCA:

 
 Carlos Osegueda 10/24/2019

 Date

APPENDIX A

Identified Claimant	Amount
NAME REDACTED	\$4,000.00
NAME REDACTED	\$4,000.00
NAME REDACTED	\$4,000.00

Appendix B

Release

In consideration for the parties' agreement to the terms of this Agreement entered in **REDACTED** v. The Woods of Savannah, Oglethorpe Square Apartments, A Limited Partnership, and Gene B. Glick Company, Inc (FHEO CASE NUMBER: 04-19-6271-8/6, 04-19-6268-8/6, and 04-19-6269-8/6) and the payment to me of \$ 20,000.00, pursuant to the Agreement and effective upon that payment, I hereby release and forever discharge all claims, rights, remedies, and recoveries related to the facts at issue in the complaints referenced above or in any way related to the complaints, and release and forever discharge all claims, rights, recoveries arising from housing discrimination alleged in the complaints in connection with harassment and intimidation known and unknown, up to and including the date of the execution of this release.

I understand that this document releases those claims, rights, remedies, and recoveries against The Woods of Savannah, Oglethorpe Square Apartments, A Limited Partnership, and Gene B. Glick Company, Inc, and against any and all entities, predecessors, successors, subsidiaries, and affiliates related to either of those companies, and any and all of the past and present directors, officers, agents, managers, supervisors, shareholders, attorneys, and employees and their heirs, executors, administrators, successors in interest, or assigns of either of those companies in connection with my residency at The Woods.

Executed on 10-24, 2019

REDACTED

Signature

REDACTED

Print Name

REDACTED Savannah, GA 31406

Address

Appendix B

Release

In consideration for the payment to me of \$ 20,000 and effective upon that payment, I hereby release and forever discharge all claims, rights, remedies, and recoveries arising from housing discrimination alleged in connection with harassment and intimidation known and unknown, up to and including the date of the execution of this release (the "Discriminatory Acts"), and release and forever discharge all claims, rights, recoveries arising from such Discriminatory Acts.

I understand that this document releases those claims, rights, remedies, and recoveries against The Woods of Savannah, Oglethorpe Square Apartments, A Limited Partnership, and Gene B. Glick Company, Inc, and against any and all entities, predecessors, successors, subsidiaries, and affiliates related to either of those companies, and any and all of the past and present directors, officers, agents, managers, supervisors, shareholders, attorneys, and employees and their heirs, executors, administrators, successors in interest, or assigns of either of those companies in connection with the Discriminatory Acts.

Executed on 10-24, 2019

REDACTED
Signature

REDACTED
Print Name

REDACTED Savannah, GA 31406
Address