

**UNITED STATES OF AMERICA
DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
OFFICE OF HEARINGS AND APPEALS**

Secretary, United States Department
of Housing and Urban Development, on
behalf of **Redacted Name**,

Charging Party,

v.

Park Regency LLC, Domino Realty
Management Company, Inc., Holly Williams,
Penny Thorp, Rene Grim, Steven C. Gordon,
Robert Ormond,

Respondents.

HUDOHA No. 20-JM-0126-FH-004

Date: October 29, 2020

INITIAL DECISION AND CONSENT ORDER

I. Background

1. On October 1, 2018, **Redacted Name** (“Complainant”) filed a formal complaint with the U.S. Department of Housing and Urban Development (“HUD” or “Charging Party”) against Park Regency Apartments (“Park Regency”), alleging, among other things, that Complainant was discriminated against on the basis of disability and National Origin (Russian). The investigation found that there was reasonable cause to support the complaint of discrimination on the basis of disability, but there was no reasonable cause to support the complaint of discrimination on the basis of National Origin (Russian).

On March 11, 2020, HUD filed a Charge of Discrimination (“Charge”) against Park Regency LLC, Domino Realty Management Company, Holly Williams, Penny Thorp, Rene Grim (deceased), Steven C. Gordon and Robert Ormond (“Named Respondents”) pursuant to the Fair Housing Act, as amended, 42 U.S.C. §§ 3601-19 (the “Act”). The Charge alleged violations of sections 3604(f)(2), (f)(3), and 3617 of the Act.

2. On August 28, 2020, Administrative Judge Jeremiah Mahoney granted the Charging Party’s motion for default judgment against Respondent Holly Williams. Therefore, Ms. Williams is not a party to this Settlement Agreement and Consent Order. Additionally, Ms. Thorp, although a named party is retired, is disabled and will not be a party to this Settlement Agreement and Consent Order except to the extent that she will be released by HUD and Complainant. Ms. Thorp will agree to attend the training required below should she resume work in property management.

Further, Ms. Grim, although a named party is deceased and will not be a party to this Settlement Agreement and Consent Order except to the extent that she will be released by HUD and Complainant.

3. Park Regency LLC, Domino Realty Management Company, Steven C. Gordon and Robert Ormond (“Respondents”) deny any violations of the Act and deny all the allegations in the Charge. Respondents’ agreement to settle this matter and the execution of this Settlement Agreement and Consent Order does not constitute an admission of fault or liability on their part.
4. The Charging Party, Complainant, and Respondents (“the Parties”) have agreed to voluntarily resolve this matter without a hearing before a HUD Administrative Law Judge (“HUD ALJ”). Accordingly, the Parties have agreed to the entry of this Settlement Agreement and Consent Order (“Agreement”) as attested by their signatures below.

II. General Provisions

5. The Parties acknowledge that this Agreement is a voluntary and full resolution of the disputed Charge and that no party has been coerced or forced to become a party hereto.
6. The Parties agree that the Charging Party shall file with the Office of Administrative Law Judges a Motion for Entry of an Initial Decision and Consent Order approving the terms of this Agreement, along with a fully executed copy hereof.
7. This Agreement is binding upon Respondents, their applicable officers, employees, agents, and all other persons or entities in active concert or participation with Respondents in the rental and management of Park Regency Apartments.
8. Pursuant to 24 C.F.R. § 180.680, this Agreement is a public document.
9. In consideration of the execution of this Agreement, HUD and Complainant hereby forever waives, releases, discharges, and covenants not to sue Named Respondents, their members, employees, successors, agents, assigns, and all others in active concert with Named Respondents in the rental and management of all residential dwellings owned or managed in whole or in part by Named Respondents with regard to any and all Fair Housing Act claims, damages and injuries of whatever nature, whether presently known or unknown, arising out of, or in any way related to, the subject matter of HUD OHA 20-JM-0126-FH-004, or the Charge or Complaint of Discrimination related thereto, which could have been filed in any action or suit arising from said subject matter.
10. In consideration of the execution of this Agreement, Respondents hereby forever waive, release, discharge, and covenant not to sue HUD or Complainant, their heirs, executors, successors, assigns, agents, employees, or attorneys, with regard to any and all claims, damages, and injuries of whatever nature, whether presently known or unknown, arising out of, or in any way related to, the subject matter of HUD OHA 20-JM-0126-FH-004, or the Charge or Complaint of Discrimination related thereto, which could have been filed in any action or suit arising from said subject matter.

III. Terms and Conditions

A. Relief for Complainant Redacted Name

11. Effective immediately, Respondents agree to provide Complainant a grace period until the sixth (6th) day of each month to pay her rent as an accommodation of her disabilities. Rent, although due on or before the first day of each calendar month, paid by Complainant within the grace period shall not be considered late. A late rent charge will be assessed if rent is received after 12:01 am on the seventh day of any calendar month.
12. Not later than thirty (30) days after the effective date of this Agreement, Respondents shall pay Twenty-Seven Thousand Dollars (\$27,000.00) to Complainant.
13. Payment of the compensation referred to in ¶12 shall be made in the form of a check payable to Redacted Name and delivered to:

Jia Min Cheng
Bay Area Legal Aid
1025 Macdonald Ave
Richmond, CA 94801

A copy of the check shall be emailed to:

Catherine Ross-Perry
Enforcement Branch Chief
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development
Email: catherine.j.ross-perry@hud.gov

B. Prohibition Against Discrimination and Retaliations Under the Fair Housing Act

14. The Respondents, and their officers, employees, agents, and all other persons or entities in active concert or participation with Respondents, agree to comply with the Act, including the provisions outlawing discrimination on the basis of disability at 42 U.S.C. § 3604(f).
15. The Respondents shall not retaliate against, or coerce in any way, any person who exercises his or her rights under this Agreement. Nothing herein shall serve to prohibit or preclude any party from exercising any and all of their lawful rights, be it statutory, administrative, or contractual.
16. Respondents have designated the Park Regency Community Manager as the designated point of contact at Park Regency who will address Complainant's housing related communications within a reasonable amount of time. Should there be staffing changes impacting Complainant's point of contact, Respondents shall designate a new point of contact and notify Complainant in writing with contact information for the new point of contact.

C. Reasonable Accommodation Policy

17. Respondents have submitted a written reasonable accommodation policy (“Policy”), which has already been implemented by Respondents, and will be reviewed by Charging Party within two weeks of the signing of this Agreement.
18. Within sixty (60) days of the effective date of this Agreement, Charging Party shall submit to Respondents any technical assistance it determines would be beneficial for Respondents to implement.
19. Within fifteen (15) days of the signing of the Agreement, the Respondents shall post the first page of the Policy in the management office with a notice that residents or prospective residents may request the management office to provide the entirety of the Policy.
20. Within thirty (30) days of the signing of the Agreement, the Respondents shall post the Policy, or a link to it on any webpage maintained by the Respondents that relates to housing resources or policies.
21. Respondents have already apprised each of their employees or agents involved in the review, consideration, decision-making, or appeal of reasonable accommodation requests of such persons’ obligations under the Policy. Should Charging Party make revisions to the Policy, Respondents will apprise the above-referenced parties of any updates within two weeks of receiving the revised Policy.
22. During the effective period of this Agreement, every new employee or agent involved in the review, consideration, decision-making, or appeal of reasonable accommodation requests shall: (a) be apprised of the provisions of the Policy when their term, employment, or agency commences, and (b) be provided copies of the Policy, no later than fifteen (15) days following their first day of employment or service.

D. Mandatory Training

23. It is hereby acknowledged that Respondents have in the past already participated in training programs of at least two hours in length regarding the disability discrimination provisions of the Fair Housing Act. Within one-hundred eighty (180) days of the effective date of this Agreement, Respondent Ormond, Respondent Gordon, and any management agents employed by Respondents involved in the review, consideration, decision-making, or appeal of reasonable accommodation requests, or in the creation, implementation, or revision of reasonable accommodation policies, shall attend, at the Respondents’ expense, an in-person or virtual education and training program of at least two hours in length regarding the disability discrimination provisions of the Fair Housing Act. The education and training program shall be conducted by GraceHill.com, if approved by the Charging Party following submittal of the training’s agenda to catherine.j.ross-perry@hud.gov. In the event that the Grace Hill Training is not approved, Respondents will attend one or more of HUD’s free virtual on-line fair

housing training taking place within the above-referenced time period, the next of which will be held on January 26, 2021.

24. During the effective period of this Agreement, within thirty (30) days of commencing an agency or employment relationship, all new agents or employees of the Respondents involved in the review, consideration, decision-making, or appeal of reasonable accommodation request or in the creation, implementation, or revision of reasonable accommodation policies, shall be provided training as described in paragraph 23.
25. The Respondents shall obtain from the trainer or training entity certificates of attendance signed by each individual who attended the training. The certificates shall include the name of the course, the date the course was taken, the subject matters covered in the course, and the length of the course or time within which the course was completed. Respondents shall maintain records of evidence of the completion of fair housing training throughout this consent order.

E. Reporting and Record-Keeping

26. During the term of this Agreement, Respondents shall notify HUD of any formal complaint filed against them regarding reasonable accommodations with a local, state, or federal agency regarding equal opportunity or discrimination in housing within ten (10) days of receipt of any such complaint. Respondents shall provide a copy of the complaint with the notification to HUD. Respondents shall promptly provide HUD with all information it may request concerning any such complaint and its actual or attempted resolution.
27. During the term of this Agreement, Respondents shall maintain records related to all reasonable accommodation requests made during the term of the Agreement.
28. The final notification required under paragraph 26 shall be submitted sixty (60) days prior to the expiration of this Agreement. Annual written reports shall be submitted via email to catherine.j.ross-perry@hud.gov.

IV. Compliance

29. Upon any breach of any provisions of this Agreement, HUD and/or Complainant may take any action necessary to enforce the terms of this Settlement Agreement, including relief in accordance with 42 U.S.C. § 3612(j).

V. Administration

30. This Agreement will become final and effective thirty (30) calendar days from the date it is issued by the HUD ALJ or earlier, if affirmed by the Secretary within that time (“effective date”), in accordance with 24 C.F.R. § 180.680(b).
31. This Settlement Agreement and Consent Order shall remain in effect for a period of two (2) years from its effective date.

32. Complainant and Respondents agree that they shall refrain from making written or oral statements concerning this matter that are intended or reasonably expected to be viewed as disparaging of the character of any Complainant or Respondents in this case for the duration of this Agreement. This provision shall not apply to any written or oral statements describing the terms of this Agreement or made as part of any future judicial or administrative proceeding.
33. This Agreement does not in any way limit or restrict HUD's authority to investigate any other unrelated complaints involving Respondents made pursuant to the Act, or any other complaints within HUD's jurisdiction.
34. Each party is responsible for that party's own attorney's fees and costs, if any.
35. The Parties agree that in the interest of promptly concluding this matter, the execution of this Agreement may be accomplished by the Parties' signatures on separate pages, with the signature pages and Agreement to constitute one document to be filed with the Office of Administrative Law Judges. Signature pages may be provided by facsimile or electronic transmission.

VI. Agreement of the Parties

The undersigned parties have read this Agreement, HUD OHA No. 20-JM-0126-FH-004 and have willingly signed it with a full understanding of the rights it confers and the responsibilities it imposes on them.

[Signature pages to follow]