

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

**CONCILIATION AGREEMENT/VOLUNTARY COMPLIANCE AGREEMENT
FAIR HOUSING ACT
SECTION 504 OF THE REHABILITATION ACT OF 1973
AGE DISCRIMINATION ACT OF 1975**

Between

REDACTED

(Complainant)

And

Hollyhand Companies, Inc.
The Village at Meadowview, LTD
(Respondents)

And

The United States Department of Housing and Urban Development

Approved by and entered into by the FHEO Regional Director on behalf of the
United States Department of Housing and Urban Development

FHEO CASE NUMBER: 04-20-1788-8/4
FHEO COMPLIANCE REVIEW NUMBER: 04-21-R0004-A

A. PARTIES AND SUBJECT PROPERTY

Complainant:

REDACTED
REDACTED

Fairhope, AL 36532

Respondents:

Hollyhand Companies, Inc.
527B Main Avenue
Northpoint, AL 35640

The Village at Meadowview, LTD.
564 Fairhope Ave.
Fairhope, AL 36532

Subject Property:

The Village at Meadowview
950 Spring Run Road #33
Fairhope, AL 36532

B. STATEMENT OF ALLEGATIONS

The parties to this Agreement are the U.S. Department of Housing and Urban Development (“HUD” or “the Department”), Hollyhand Companies, Inc. (“Hollyhand”), The Village at Meadowview, LTD, (collectively “Respondents”), and **REDACTED** (“Complainant”) collectively referred to as the parties.

Complainant timely filed a complaint with HUD on May 13, 2020, and subsequently amended her complaint, alleging that she was injured by Respondents’ alleged discriminatory acts. Specifically, Complainant alleged that Respondents were allegedly responsible for: otherwise denying or making housing unavailable and imposing discriminatory terms, conditions, privileges, or services in connection with the housing because of her perceived disability and familial status; and retaliating against her for exercising her fair housing rights. Complainant alleged that the most recent alleged discrimination occurred on April 30, 2020. The complaint was amended on June 10, 2020, to allege violations of Section 504 and its implementing regulation at 24 C.F.R. Part 8. Respondents Hollyhand Companies, Inc., and The Village at Meadowview, LTD, receive federal financial assistance from HUD.

If proven, and the parties agree nothing in this Agreement, nor the terms herein, shall serve as indisputable proof thereof, the allegations would constitute violations of Sections 804(a),

804(b), 804(f)(2), and 818 of the Fair Housing Act, 42 U.S.C. § 3601 *et seq.*, and Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. § 794 (“Section 504”). In addition, Complainants’ allegations raised potential violations under the Age Discrimination Act of 1975, 42 U.S.C. § 6101 *et seq.* (“Age Discrimination Act”). The Department’s Section 504 regulations prohibit discrimination in federally-assisted programs and activities of HUD and provide that no otherwise qualified individual with disabilities shall, solely on the basis of disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives Federal financial assistance from the Department. *See generally* 24 C.F.R. §§ 8.1, 8.2, 8.3 and 8.4. The Department’s Section 504 regulations found at 24 C.F.R. Part 8¹ in Federally Assisted Programs and Activities of HUD, apply to all applicants for, and recipients of, HUD assistance in the administration and operation of programs or activities receiving such assistance. 24 C.F.R. § 8.2.

Additionally, HUD, pursuant to its enforcement responsibilities under the Age Discrimination Act of 1975, conducted an Age Discrimination Act compliance review of the Village at Meadowview during the week of March 8, 2021 through March 12, 2021. The purpose of the review was to determine whether The Village at Meadowview was in compliance with the nondiscrimination provisions of the aforementioned statute and its implementing regulations at 24 C.F.R. part 146.

The Age Discrimination Act prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance. The Age Discrimination Act, however, permits federally assisted programs and activities and recipients of Federal funds to continue to use certain age distinctions either when there is statutory authorization to do so, or when an age distinction meets another exception under the Age Discrimination Act and its implementing regulations. 24 C.F.R. part 146.

Complainant and Respondents, without admitting fault, liability, or responsibility for Complainant’s alleged damages, agree that it is in their respective interests to voluntarily settle these controversies and resolve all matters without the necessity of an evidentiary hearing or other judicial process available under the laws cited above. Specifically, Respondents also deny having discriminated against Complainant, but agree to settle the complaint by entering into this Agreement in good faith. The parties enter into this combined Conciliation Agreement (CA) and Voluntary Compliance Agreement (VCA) to voluntarily resolve the allegations from the complaint and any potential or possible findings/results of the compliance review, pursuant to the identified statutes and implementing regulations. Any action taken or relief engaged pursuant to this Agreement shall not be construed as an admission by Respondents, Complainant, or any other party of fault, liability, or responsibility related to Complainant’s complaint that is the basis of this Agreement.

¹ The term “disability” as used herein, has the same meaning as the term “handicap” defined in 24 C.F.R. § 8.3.

C. TERM OF AGREEMENT

1. This Conciliation Agreement/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 Fair Housing Act, unless and until such time as it is approved and the Voluntary Compliance Agreement is executed by the U.S. Department of Housing and Urban Development, through the FHEO Region IV Director, 40 Marietta Street, Atlanta, Georgia 30303 (“Region IV Director”), or his or her designee.
3. This Agreement shall become effective on the date on which it is approved and executed by the Region IV Director or his or her designee.

E. GENERAL PROVISIONS

4. This Agreement, upon execution, shall be binding upon all parties to this Agreement, including Respondents and their respective employees, heirs, successors, agents, assigns, and all others in active concert with them in the operation of the subject property.
5. The parties acknowledge that this Agreement is a voluntary and full settlement of the complaint and HUD’s related investigation and compliance review. The parties affirm that they have read and fully understand the terms set forth herein. The parties affirm they have had the opportunity to review this Agreement with the assistance of legal counsel, or have voluntarily chosen not to engage with legal counsel. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
6. The Respondents acknowledge that they have an affirmative duty not to discriminate under the Fair Housing Act, Section 504, or the Age Discrimination 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 any of those statutes. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the aforementioned statutes.
7. It is understood that pursuant to Section 810(b)(4) of the Fair Housing Act, upon approval of this Agreement by the FHEO Region IV Director or his or her designee, it is a public document.

8. Under the Freedom of Information Act, it may be necessary to release this document and related correspondence and records upon a third party's request. If the Department receives such a request, it will protect, to the extent provided by law, personal information, which if released, would constitute an unwarranted invasion of privacy.
9. This Agreement shall not be construed to reduce or eliminate any requirements of Respondents to comply with all the requirements of Section 504, the Age Discrimination Act, and the Fair Housing Act. 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 Fair Housing Act Section 504, the Age Discrimination Act, or any other federal civil rights statutes or other complaints or to conduct subsequent compliance reviews within the Department's jurisdiction.
10. 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 Region IV Director or his designee.
11. 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.
12. Complainant hereby forever waives, releases, and covenants 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 Number 04-20-1788-8/4, or FHEO Compliance Review Number 04-21-R004-A or which could have been filed in any action (state or federal jurisdiction) or suit arising from said subject matter.
13. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainant, or their 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 Number 04-20-1788-8/4, or FHEO Compliance Review Number 04-21-R004-A or which could have been filed in any action (state or federal jurisdiction) or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

14. Respondents agree to take the following action and, as set forth in this Agreement, will provide HUD with certification that this requirement has been met:

- a. Respondents agree to pay Complainant **REDACTED** \$20,000.00 (Twenty-Thousand Dollars) within fourteen (14) calendar days of the effective date of this Agreement.
- b. The payment shall be made via business check and sent via over night USPS mail, FedEx, or UPS to Complainant. A copy of the processed check shall be sent to Staci Gilliam, Programs & Compliance Division Director via email at conciliation04@hud.gov.

G. RELIEF IN THE PUBLIC INTEREST

15. Respondents will comply with all provisions of The Age Discrimination Act and Section 504, and the respective implementing regulations, and will not discriminate in violation of the Fair Housing Act and its implementing regulations.
16. Within thirty (30) days of the effective date of this Agreement, Respondents will rescind the notice that is the basis of Complainant's complaint. Respondents will notify all tenants of the policy rescission via written correspondence and post the notice of policy rescission on all bulletin boards within the subject property.
17. Within thirty (30) days of the effective date of this Agreement, Respondents will provide to the Office of Fair Housing and Equal Opportunity (FHEO) for review and approval a revised visitation policy to be used for all Federally funded properties that Hollyhand owns and operates, which shall not include any policy restricting visitation on the basis of age and which shall conform with the requirements of the Act, the Age Discrimination Act, and Section 504.
18. Upon the effective date of this Agreement, Respondents shall implement at the Subject Property, the Nondiscrimination Policy appearing at Appendix A. Within thirty (30) days of the effective date of this Agreement and throughout its term, Respondents shall distribute the Nondiscrimination Policy to all of its current tenants and employees at the Subject Property.
19. Within five (5) days of the effective date of this Agreement, Hollyhand, as the property manager of The Village at Meadowview, will unlock the playground and remove any signage targeting minors or anyone on the basis of age.
20. Within sixty (60) days of the effective date of this Agreement, Respondents shall develop or revise a Non-Discrimination Policy for their programs, activities, and housing, and submit it to FHEO for review and approval. This Policy shall include provisions addressing all applicable nondiscrimination and civil rights authorities, including, but not limited to, Section 504, the Age Discrimination Act, and the Fair Housing Act.

21. Within ninety (90) days of the effective date of this Agreement, management staff of The Village at Meadowview directly involved in the leasing and management of the property shall undergo training on the Fair Housing Act, Section 504, and the Age Discrimination Act. The training must be conducted by an appropriate agency or facility approved by HUD. At least sixty (60) days prior to any planned training for The Village at Meadowview staff pursuant to this Agreement, Hollyhand will submit to HUD for review and approval the name(s) and qualifications of the proposed trainer(s), as well as any materials to be used to facilitate the training. This training will be conducted annually thereafter. This training may be accomplished via online through an agency, person, or facility approved by HUD.

H. MONITORING

22. 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, request documents, and copy pertinent records of Respondents. Respondents agree to provide its full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

23. 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 Director
Email: conciliation04@hud.gov

J. CONSEQUENCES OF BREACH

24. Whenever the Secretary, after an examination of any facts and circumstances, has reasonable cause to believe that a Respondent has breached this Agreement in a material way, the Secretary may 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 Fair Housing Act.
25. If the Department has reasonable cause to believe that the recipient has breached the Age Discrimination Act or Section 504 requirements set forth in this Agreement, it may proceed with the enforcement procedures, as provided under those statutes.

26. Any act(s) or omission(s) of an employee who violates the terms of this Agreement may serve as grounds for HUD imposing debarment, suspension, or limited denial of participation for that employee, as set forth in 24 C.F.R. § 24.1.
27. Any 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, the Age Discrimination Act, or other appropriate statutory or regulatory authority.
28. Any 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.
29. Any 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.
30. The 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.

L. SIGNATURES

Complainant:

REDACTED _____ Date

On Behalf of Respondents:

Hollyhand Companies, Inc., and The Village at Meadowview, LTD.:

By:

Brian Hollyhand – President of Hollyhand Companies, Inc. _____ Date

Paul Davis – General Partner Rep. of The Village at Meadowview, Ltd. _____ Date

APPROVAL OF CONCILIATION AGREEMENT AND EXECUTION OF VOLUNTARY COMPLIANCE AGREEMENT

This signature attests to the approval and acceptance of this Conciliation Agreement and the execution of this Voluntary Compliance Agreement on behalf of the U.S. Department of Housing and Urban Development.

Carlos Osegueda, Regional Director _____ Date
Region IV, Office of Fair Housing and Equal Opportunity

APPENDIX A

NONDISCRIMINATION POLICY

It is the policy of the owners and operators of The Village at Meadowview-Hollyhand companies to comply with Section 504 of The Rehabilitation Act of 1973, Age Discrimination Act of 1975, and Title VIII of the Civil Rights Act of 1968, as amended, commonly known as the Fair Housing Act, by ensuring that apartments are available to all persons without regard to race, color, religion, national origin, disability, sex, or familial status. This policy means that, among other things, the owners, and operators of The Village at Meadowview apartments and all their agents and employees with the responsibility for renting, managing, or administering any dwelling units must not discriminate in any aspect of the rental of dwellings against qualified applicants or tenants. Specifically, they may not:

- A. Refuse to rent, refuse to negotiate for the rental of, or otherwise make unavailable or deny, a dwelling to any person because of race, color, religion, national origin, disability, sex, or familial status (residing with a child under eighteen);
- B. Discriminate against any person in the terms, conditions, or privileges of rental of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, religion, national origin, disability, sex, or familial status (residing with a child under eighteen);
- C. Make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, national origin, disability, sex, or familial status (residing with a child under eighteen); or
- D. Represent to persons because of race, color, religion, national origin, disability, sex, or familial status (residing with a child under eighteen) that any dwelling is not available for inspection or rental when such dwelling is in fact so available.

Any agent or employee who fails to comply with this Nondiscrimination Policy will be subject to appropriate disciplinary action. Any action taken by an agent or employee that results in unequal service to, treatment of, or behavior toward tenants or actual or potential applicants on the basis of race, color, religion, national origin, disability, sex, or familial status may constitute a violation of state and federal fair housing laws. Any tenant or applicant who believes that any of the above policies have been violated by any owner, agent, or employee may contact the U.S. Department of Housing and Urban Development at 1-800-347-3735.