



CONCILIATION AGREEMENT

Between

U.S. Department of Housing and Urban Development

and

Project Sentinel

[REDACTED]
(Complainants)

and

Eric D. Williams Trust

Nancy Hofer

(Respondents)

Under

Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act)

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

FHEO CASE NUMBERS: 09-17-6687-8 & 09-17-6692-8

FHEO CASE NAMES: *Project Sentinel v. Eric D. Williams Trust & Nancy Hofer*

[REDACTED] *v. Eric D. Williams Trust & Nancy Hofer*

HUD DATE FILED: January 9, 2017

Effective Date of Agreement: 11/28/2017

Expiration Date of Agreement: 11/28/2020

PARTIES AND SUBJECT PROPERTY

Complainants

Project Sentinel
1490 El Camino Real
Santa Clara, CA 95050



Santa Clara, CA 95050

Respondents

Eric D. Williams Trust (Owner)
160 Warren Ave.
Morgan Hill, CA 95037

Nancy Hofer (Property Manager)
Shadowbrook Gardens Senior Townhomes
160 Warren Ave.
Morgan Hill, CA 95037

Subject Property

Shadwobrook Gardens Senior Townhomes (27 units)
180 Warren Ave.
Morgan Hill, CA 95037

A. STATEMENT OF FACTS

Complaint number 09-17-6692-8 was filed on January 9, 2017 with the United States Department of Housing and Urban Development ("the Department" or "HUD") alleging that [REDACTED] ("Complainant") was injured by a discriminatory act of the Respondents. Complainant alleged that the Respondents violated subsections 804(c), 804(f)(2) and 804(f)(3)(B) of the Fair Housing Act as amended in 1988, 42 U.S.C. § 3601 *et seq.* ("the Act"), on the basis of disability when they made discriminatory statements about persons with disabilities that require live-in aides, imposed discriminatory terms and conditions on individuals with disabilities who require live-in caregivers, and refused Complainant's reasonable accommodation request. On the same date, Project Sentinel filed complaint number 09-17- 6687-8, alleging that Respondents' discriminatory acts caused Project Sentinel to divert its resources to conduct an investigation, which resulted in frustration of Project Sentinel's mission.

Respondents deny having discriminated against Complainant and Project Sentinel (jointly, "Complainants"), but agree to settle the two complaints referenced above by entering into this Conciliation Agreement.

B. TERM OF AGREEMENT

This is a Conciliation Agreement between the Complainants, named above, and the Respondents, named above, and between the U.S. Department of Housing and Urban Development. As specifically stated herein, this Conciliation Agreement ("Agreement") shall govern the conduct of the parties to it for a period of three (3) years from the effective date of the Agreement.

D. Effective Date

1. 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 Department, through the Office of Fair Housing and Equal Opportunity ("FHEO") Regional Director, or her designee.
2. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director, or her designee.

E. General Provisions

3. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaints. 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.
4. It is understood that the Respondents deny any violation of law and that this Agreement does not constitute an admission by the Respondents or evidence of a determination by the Department of any violation of the Act or any other law.
5. Respondents acknowledge that they have an affirmative duty not to discriminate under the Act, and that 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, as well as a violation of HUD's implementing regulations at 24 C.F.R. part 100 et seq.
6. This Agreement, after it has been approved by the FHEO Regional Director, or her designee, is binding upon the Respondents, their employees, heirs, successors

and assigns and all others in active concert with them in the ownership or 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 her designee, it shall become a public document.
8. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondents made pursuant to the Act, or any other complaint within the Department's jurisdiction.
9. No amendments to, modifications of, or waiver of any provision of this Agreement shall be effective unless all the following conditions are met: (a) all signatories or their successors to the Agreement are notified in advance and agree to the proposed 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 her designee.
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. It is understood that the signature of Jessica Tankersley Sparks, Litigation Director, is made with the authority of and on behalf of Project Sentinel.
12. Complainants hereby forever waive, release, and covenant not to sue the Department or the Respondents, their successors, heirs, executors, 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 09-17-6687-8 and 09-17-6692-8, or which could have been filed in any action or suit arising from said subject matter.
13. Respondents hereby forever waive, release and covenant not to sue the Department or the Complainants and their successors, heirs, executors, 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 09-17-6687-8 and 09-17-6692-8, or which could have been filed in any action or suit arising from said subject matter.

F. Relief for Complainants

14. Respondents agree to pay Project Sentinel the sum total of seven thousand dollars (\$7,000.00) within fourteen (14) days of the effective date of this

Agreement. Said payment will be in the form of a certified or business check made payable to "Project Sentinel " and mailed to Project Sentinel via overnight or two-day delivery with tracking capability to: Project Sentinel, 1490 El Camino Real, Santa Clara, CA 95050. Respondents will provide a photocopy of said check and delivery tracking information to the Department within thirty (30) days of the effective date of this Agreement. The photocopy of said check should be sent to the address specified in paragraph I24 of this Agreement.

15. Respondents agree to pay Complainant the sum total of four thousand dollars (\$4,000.00) within fourteen (14) days of the effective date of this Agreement. Said payment will be in the form of a certified or business check made payable to [REDACTED]" and mailed to Project Sentinel via overnight or two-day delivery with tracking capability to: Project Sentinel, 1490 El Camino Real, Santa Clara, CA 95050. Respondents will provide a photocopy of said check and delivery tracking information to the Department within thirty (30) days of the effective date of this Agreement. The photocopy of said check should be sent to the address specified in paragraph I24 of this Agreement.
16. Respondents agree to confirm their approval of Complainant's request for a live-in caregiver as a reasonable accommodation for her disabilities by providing her with a letter approving her reasonable accommodation request for a live-in caregiver within seven (7) days of the effective date of this Agreement. Respondents will provide a copy of such letter to the Department within fourteen (14) days of the effective date of this Agreement. The letter should be sent to the address specified in paragraph I24 of this Agreement.
17. Respondents agree that as a reasonable accommodation for Complainant's disability, the gate from the subject complex to the street shall remain unlocked at all times, or, in the alternative, Respondents will provide Complainant with a gate key. As evidence of compliance, within seven (7) days of the effective date of this Agreement Respondents will provide Complainant with: 1) a letter confirming that the gate shall remain unlocked at all times, or 2) a gate key. Within fourteen (14) days of the effective date of this Agreement, Respondents will provide a copy of the letter that was sent to Complainant confirming that the gate shall remain unlocked at all times, or will provide evidence establishing that Complainant was provided a gate key.

G. Relief in the Public Interest

18. Respondents agree to comply with all of the provisions of the Act and HUD's implementing regulations at 24 C.F.R. part 100 et seq. Respondents acknowledge that the Act makes it unlawful to discriminate on the basis of race, color, national origin, religion, sex, familial status, and disability, and further makes it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be

necessary to afford people with disabilities an equal opportunity to use and enjoy a dwelling.

19. Respondents agree that Respondents Nancy Hofer (Manager of the subject property) and Eric D. Williams (Owner of the subject property) will attend the next fair housing training class conducted by the Department. The next training class is currently scheduled as follows:

Date: January 23, 2018
Time: 10:00 a.m. to 2:00 p.m.
Location: One Sansome Street, Suite 1200
San Francisco, California 94104

The Department's contact information for this training is by email to:
sf_complianceunit@hud.gov.

20. Respondents agree to immediately rescind any written, verbal, express and/or implied "independent living" policy currently in place at the subject property, whether formal or informal, that states or implies that a resident must be able to live independently in order to qualify for, or reside, at the subject property.
21. Respondents agree to create, implement and distribute to all current and prospective tenants a reasonable accommodation policy that complies with the Act and HUD's implementing regulations at 24 C.F.R. part 100 et seq. within ninety (90) days of the effective date of this Agreement. As evidence of compliance, Respondents will provide the Department with a copy of the reasonable accommodation policy within ninety (90) days of the effective date of this Agreement. The reasonable accommodation policy should be sent to the address specified in paragraph I24 of this Agreement.
22. Respondents agree to include in all future advertisements the phrase, "Equal Housing Opportunity Provider." As evidence of compliance, Respondents will provide the Department with one recently published ad containing the phrase by January 15, 2018, another recently published ad by January 15, 2019, and another recently published ad by January 15, 2020. The published ads should be sent to the address specified in paragraph I24 of this Agreement.

H. Monitoring

23. The Department shall monitor compliance with the terms and conditions specified in this Agreement. As part of such monitoring, the Department may interview witnesses, and copy pertinent records of Respondents. Respondents agree to provide their full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

I. Reporting and Recordkeeping

24. All required certifications and documentations of compliance with the terms of this Agreement shall be submitted to:

U.S. Department of Housing and Urban Development
Fair Housing Enforcement Center
ATTENTION: CONCILIATION REVIEW
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430

Or by email to: sf_complianceunit@hud.gov


J. Consequences of Breach

25. Whenever the Department has reasonable cause to believe that the Respondents have breached this Agreement, the matter shall be referred to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to Subsections 810(c) and 814(b)(2) of the Act.

K. SIGNATURES

COMPLAINANTS' SIGNATURE PAGE

This signature attests to the approval and acceptance of this Agreement.



Jessica Tankersley Sparks, Litigation Director
On Behalf of Project Sentinel
(Complainant)

11/02/2017
Date

[REDACTED]
(Complainant)

Date

NOV 07 2017

K. SIGNATURES

COMPLAINANTS' SIGNATURE PAGE

This signature attests to the approval and acceptance of this Agreement.

Jessica Tankersley Sparks, Litigation Director
On Behalf of Project Sentinel
(Complainant)

Date

[REDACTED SIGNATURE]

(Complainant)

NOV 6 2017

Date

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Project Sentinel v. Eric D. Williams Trust, et al. & [REDACTED] Eric D. Williams Trust, et al.
HUD Case Nos.: 09-17-6667-8 & 09-17-6692-8

RESPONDENTS' SIGNATURE PAGE

These signatures attest to the approval and acceptance of this Agreement.



Eric D. Williams
On Behalf of Eric D. Williams Trust (Owner)
(Respondent)

11-13-17
Date

Nancy Hofer (Manager)
Shadowbrook Gardens Senior Townhomes
(Respondent)

Date

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RESPONDENTS' SIGNATURE PAGE

These signatures attest to the approval and acceptance of this Agreement.

Eric D. Williams
On Behalf of Eric D. Williams Trust (Owner)
(Respondent)

Date

Nancy Hofer

Nancy Hofer (Manager)
Shadowbrook Gardens Senior Townhomes
(Respondent)

11-13-17

Date

L. APPROVAL

This signature attests to the approval and acceptance of this Agreement.

Kenneth S. Canell

11/28/2017

for

Anné Quesada
Regional Director
Office of Fair Housing and Equal Opportunity

Date