



United States Department of Housing and Urban Development

**CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT**

Between

**U.S. Department of Housing and Urban Development**

and

**Name Redacted**

**Complainant**

And

Christian Church Homes  
Garfield Park Village, LP  
Karen Gracida-Ankele  
**Respondents / Recipients**

Under

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

And

Section 504 of the Rehabilitation Act of 1973, as amended

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

FHEO CASE NUMBERS: 09-18-1036-8, 09-18-1036-4

FHEO CASE NAME: **Name Redacted** v. Christian Church Homes, et al.

DATE FILED: January 4, 2018

Effective Date of Agreement: 8/6/2018

Expiration Date of Agreement: 8/6/2020

**A. Parties and Subject Property:**

Complainant:

Name Redacted  
Address Redacted  
Santa Cruz, CA 95060

Respondents/Recipients

Christian Church Homes  
c/o Don Stump  
303 Hegenberger Road, Suite 201  
Oakland, CA 94621

Garfield Park Village, LP  
c/o Don Stump  
303 Hegenberger Rd Ste 201  
Oakland, CA 94621

Karen Gracida-Ankele  
Christian Church Homes  
303 Hegenberger Rd Ste 201  
Oakland, CA 94621

Subject Property:

Garfield Park Village  
721 Bay Street  
Santa Cruz, CA 95060

**B. Statement of Facts:**

On January 4, 2018, Complainant Name Redacted (“Complainant”), who is physically disabled and uses a wheelchair, filed a complaint with the United States Department of Housing and Urban Development (“HUD” or “the Department”) alleging that Christian Church Homes, Garfield Park Village LP, and Karen Gracida-Ankele (collectively, “Respondents/ Recipients”) violated §§ 804(f)(1) and 804(f)(3)(B) of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (“the Act”) by renting a wheelchair accessible unit for which she applied to a non-disabled tenant who applied at a later date, because Complainant made a series of reasonable accommodation requests to modify the unit. Complainant further alleged that Respondents/Recipients unreasonably delayed a response to these requests and then issued an unlawful denial. The complaint also alleged noncompliance with Section 504 of the Rehabilitation Act of 1973 (“Section 504”). This Conciliation/Voluntary Compliance Agreement resolves the complaint under the Act and Section 504.

Respondents/Recipients deny discriminating against Complainant, but agree to settle the claims in the underlying actions by entering into this Conciliation/Voluntary Compliance Agreement.

**C. Term of Agreement:**

1. This is a Conciliation Agreement between the Complainant, named above, and the Respondents/Recipients, named above, and a Voluntary Compliance Agreement between the Department and said Respondents/Recipients. As specifically stated herein, this Conciliation/ Voluntary Compliance Agreement (“Agreement”) shall govern the conduct of the parties for a period of two (2) years from the effective date of the Agreement.

**D. Effective Date:**

2. The parties expressly agree that this Agreement will not constitute a binding contract under state or federal law, a Conciliation Agreement pursuant to the Act, nor a Voluntary Compliance Agreement pursuant to Section 504, unless and until such time as it is approved by the Department, through the Regional Fair Housing and Equal Opportunity (“FHEO”) Director or her designee.
3. This Agreement shall become effective on the date that it is approved by the Regional FHEO Director or her designee.

**E. General Provisions:**

4. 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 significance of 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. It is understood that the Respondents/Recipients deny any violation of the law and that this Agreement does not constitute an admission by the Respondents/Recipients, nor evidence of a determination by the Department of any violation of the Act, Section 504, or any other law.
6. Respondents/Recipients acknowledge that they have an affirmative duty not to discriminate under the Act, Section 504, and other Authorities. Respondents/ Recipients acknowledge 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, Section 504, and other Authorities. Respondents/Recipients further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.

7. 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.
  - a. It is understood that the signature of Rhial Patel, is made with the authority and on behalf of Respondents/Recipients Christian Church Homes and Garfield Park Village, LP.
8. This Agreement, subsequent to the approval by the FHEO Regional Director, or her designee, is binding upon Respondents/Recipients, their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates and all others in active concert with them in the ownership or operation of the subject property.
9. 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 is a public document.
10. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Respondents/Recipients made pursuant to the Act, Section 504, or any other complaint within the Department's jurisdiction.
11. No amendment to, modification 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 agree in writing 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.

**F. Mutual Releases:**

12. Complainant hereby forever waives, releases, and covenants not to sue the Department, or Respondents/Recipients, their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates or 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 09-18-1036-8 and 09-18-1036-4 or which could have been filed in any action or suit arising from said subject matter.
13. Respondents/Recipients hereby forever waive, release, and covenant not to sue the Department or the Complainant, their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates or 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 09-18-1036-8 and 09-18-1036-4 or which could have

been filed in any action or suit arising from said subject matter.

## H. Relief for Complainant

14. Respondents/Recipients agree to pay Complainant the sum total of seven thousand five hundred dollars (\$7,500) within fourteen (14) calendar days of the effective date of this Agreement. Payment will be made by cashier's check made payable to Name Redacted and mailed to Address Redacted Santa Cruz, California 95060 via U.S. certified mail or other delivery service with tracking capability.

To show compliance with paragraph H14, Respondents/Recipients will provide a copy of the cashier's check to the Department within thirty (30) business days of the effective date of this Agreement, together with a copy of the delivery tracking report or certified mail receipt as evidence of delivery. The photocopy of the check and delivery information should be sent to the address specified in paragraph K25 of this Agreement.

15. Respondents/Recipients agree that Complainant will remain on the subject property's waiting list for an accessible two-bedroom unit in her current position. It is understood that it is Respondents/Recipients' policy to remove persons from the waiting list when they have been offered and declined two units. Respondents/Recipients agree that Complainant will remain on the waiting list until she either accepts a unit, or has been offered and declined a two-bedroom wheelchair accessible unit with a roll-in shower on two occasions. If Complainant declines a two-bedroom wheelchair accessible unit with a roll-in shower on two occasions, Complainant understands she will be removed from the waitlist.
16. Respondents/Recipients agree to reconsider and reevaluate the following reasonable accommodation requests in accordance with the Act, Section 504, and the Joint Statement of HUD and the Department of Justice on Reasonable Accommodations Under the Fair Housing Act, available here: [https://www.hud.gov/sites/documents/DOC\\_7771.PDF](https://www.hud.gov/sites/documents/DOC_7771.PDF) should Complainant be offered and accept a unit at the subject property:
  - a. Installation of vinyl, linoleum or a similar flooring product throughout the unit, should the unit have carpeting.
  - b. Removal of flooring transition strips (thresholds) to minimize tripping hazards.
  - c. Modification of the kitchen sink's piping to provide for a supply line and drain line for a dishwasher.
  - d. Modification of overhead light fixtures in the kitchen, living area, bathroom and bedrooms to provide for dimming capacity.
  - e. Replacement of the roll-in shower rubber threshold (collapsible water dam), should the current threshold be too high or too stiff for Complainant to navigate with her wheelchair.

- f. Provide access to the unit prior to move-in so that Complainant can measure the unit for appropriate and safe placement of furniture. It is understood that if the unit is occupied, Respondents/Recipients will work with Complainant to determine whether there is an alternative way of providing measurements that does not interfere with the current occupant's right to quiet enjoyment.

## **I. Relief in the Public Interest**

17. Respondent/Recipient Christian Church Homes agrees that within thirty (30) calendar days of the effective date of this Agreement, it will modify its policies and procedures to make clear that the processing of an applicant's reasonable accommodation and/or modification request should not unreasonably delay a decision on tenancy, or cause an applicant to be skipped over for an available unit in favor of an applicant who applied at a later date.

To show compliance with paragraph I17, Respondent/Recipient Christian Church Homes will provide the Department with a copy of its updated written policies and procedures. Respondent/Recipient Christian Church Homes will also provide the Department with proof, such as an e-mail or internal memo, showing that it distributed the updated policies and procedures to employees who are responsible for processing applications and/or reasonable accommodation and/or modification requests. Documentation shall be sent to the Department at the address set forth in paragraph K25 below within forty-five (45) calendar days of the effective date of this Agreement.

18. Respondent/Recipient Christian Church Homes agrees that it will not rent an accessible dwelling unit to an applicant who does not need the unit's accessibility features when there is a pending application from an eligible qualified applicant with disabilities who requires the accessibility features, to the extent required by 24 CFR §8.27.
  - a. Respondent/Recipient Christian Church Homes agrees that it will continue to use its Accessible Unit Transfer Agreement, which requires tenants who do not require a unit's accessible features to transfer to an alternative unit, once one becomes available, should a qualified applicant who needs the features of the accessible unit apply for residency.
19. Respondents/Recipients 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 a person with a disability equal opportunity to use and enjoy a dwelling.

20. Respondents/Recipients agree to refrain from discriminating against any person on the basis of race, national origin, color, disability, sex, religion, and familial status as protected under federal law.
21. Respondents/Recipients acknowledge that the Act makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of any right granted or protected by Section 803, 804, 805, or 806 of the Act.
22. Respondents/Recipients agree to continue to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a disabled person equal opportunity to use and enjoy housing.
23. Respondents/Recipients acknowledge that Section 504 provides that no otherwise qualified individual with handicaps shall, solely by reason of his or her handicap, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Respondents/Recipients acknowledge that they receive federal financial assistance and are obligated to comply with all of the provisions of Section 504 and its implementing regulations at 24 CFR Part 8 *et seq.* including, but not limited to:
  - a. 24 CFR Part 8, Section 8.6(a)(1)(2) - Communications
    - The Regulation requires that Respondents shall take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public to include telecommunication devices for deaf persons (TDD's) or equally effective communication systems.
  - b. 24 CFR Part 8, Section 8.53(a) - Designation of responsible employee (Section 504 Coordinator).
    - The Regulation requires that Respondents that employ 15 or more persons shall designate at least one (1) person to coordinate its efforts to comply with this Part.
  - c. 24 CFR Part 8, Section 8.53(b) - Adoption of grievance procedures.
    - The Regulation requires that Respondents that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by this part.
  - d. 24 CFR Part 8, Section 8.54(a) - Notice.
    - The Regulation provides that Respondents that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap.

**J. Monitoring**

24. The Department shall monitor compliance with this Agreement. As part of such monitoring, the Department may inspect Respondents/Recipients' property, interview witnesses, and copy pertinent records of the Respondents/Recipients. Respondents/Recipients agrees to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

**K. Reporting and Record Keeping**

25. 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](mailto:sf_complianceunit@hud.gov)

**L. Consequences of Breach**

26. The parties understand that if the Department has reasonable cause to believe that Respondents/Recipients have breached this Agreement; the Department shall refer the matter to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to 42 U.S.C. §3610(c).
27. The parties understand further that failure by Respondents/Recipients to carry out the terms of this Agreement may result in suspension or termination of, or refusal to grant or to continue federal financial assistance, or other actions authorized by law pursuant to the Act, Section 504, or any other Authority within the Department's jurisdiction.



**COMPLAINANT'S SIGNATURE PAGE**

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

Signature Redacted

7/25/18

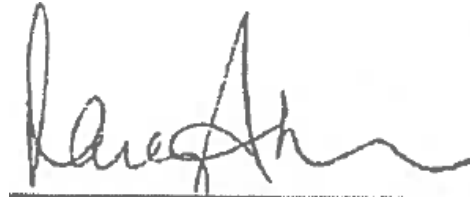
Name Redacted

Date

(Complainant)

**RESPONDENTS/ RECIPIENTS' SIGNATURE PAGE**

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



7/31/18

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Karen Gracida-Ankele, Respondent

Date

7/31/18

**RESPONDENTS/ RECIPIENTS' SIGNATURE PAGE**

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

 7/30/18

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Rhial Patel 7/30/18  
On Behalf of Date  
Respondents/Recipients Christian Church Home  
and Garfield Park Village, LP

**APPROVAL**

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

*for* Catherine Ross-Berry 8-6-2018  
Anné Quesada Date  
Regional Director

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Anné Quesada 8-6-2018  
Regional Director Date  
Office of Fair Housing and Equal Opportunity (FHEO)