CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT

Between

U.S. Department of Housing and Urban Development

and

REDACTED
Complainant

And

Regents of the University of California
Respondent

Under

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

And

Americans with Disabilities Act of 1990

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

FHEO CASE NUMBERS: 09-18-1216-8; 09-18-1216-D
FHEO CASE NAME: REDACTED v. Regents of the University of California
DATE FILED: January 17, 2018

Effective Date of Agreement: 7/24/2018

Expiration Date of Agreement: 7/24/2021
Conciliation Agreement/Voluntary Compliance Agreement

REDACTED v. Regents of the University of California
HUD Case Nos.: 09-18-1216-8; 09-18-1216-D

A. Parties and Subject Property:

Complainant:
REDACTED
REDACTED
North Hollywood, CA 91605

Respondent

Regents of the University of California (Owner/Management Company)
1111 Franklin Street, 12th Floor
Oakland, CA 94607

Subject Property:

REDACTED
Berkeley, CA 94720

B. Statements of Facts:

On January 17, 2018, Complainant REDACTED ("Complainant") filed a complaint with the United States Department of Housing and Urban Development ("HUD" or "the Department") alleging that Respondent Regents of the University of California ("Respondent") violated Subsections 804(f)(1) and 804(f)(3)(B) of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 ("the Act"), by denying what he alleged to be his reasonable accommodation request to break his lease early. The complaint also alleged noncompliance with the Americans with Disabilities Act of 1990 ("ADA"). This Conciliation/Voluntary Compliance Agreement resolves the complaint under both the Act and the ADA.

Respondent denies discriminating against Complainant, but agrees 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 Respondent, named above, and a Voluntary Compliance Agreement between the Department and said Respondent. As specifically stated herein, this Conciliation Agreement / Voluntary Compliance Agreement ("Agreement") shall govern the conduct of the Parties for a period of three (3) 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, or a Voluntary Compliance Agreement pursuant to the ADA, 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 Respondent denies any violation of the law and that this Agreement does not constitute an admission by the Respondent, nor evidence of a determination by the Department of any violation of the Act, ADA or any other law.

6. Respondent acknowledges that it has 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. Respondent further acknowledges 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 CFR part 100 et seq.

7. Respondent agrees that the signature of Heidi Scribner is made by and on behalf of Respondent.

8. This Agreement, subsequent to the approval by the FHEO Regional Director, or her designee, is binding upon Respondent, its employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates and all others in active concert with it in the ownership or operation of the subject property.

9. 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.

10. 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. Page 3 of 12
11. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint(s) involving Respondent made pursuant to the Act or ADA or any other complaint within the Department's jurisdiction.

12. 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:

13. Complainant hereby forever waives, releases, and covenants not to sue the Department, or Respondent, 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 09-18-1216-8 and 09-18-1216-D or which could have been filed in any action or suit arising from said subject matter.

14. Respondent hereby forever waives, releases, and covenants 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 09-18-1216-8 and 09-18-1216-D or which could have been filed in any action or suit arising from said subject matter.

G. Relief for Complainant

15. Respondent agrees to the following terms and conditions below as set forth in this Agreement and to provide the Department, as specified below, with written certification that these terms and conditions have been met:

a. Respondent hereby grants Complainant's request to be released early from his rental agreement and agrees to issue a refund to him of rent paid for Spring 2017, which amount is stipulated to be the amount set forth in paragraph H15b below.

b. Respondent will pay Complainant the sum total of Ten Thousand Dollars ($10,000.00) in the form of a business check payable to REDACTED and will deliver the check via overnight mail with tracking capability within fourteen (14) days of the effective date of this Agreement to Complainant at the following address: REDACTED North Hollywood, CA 91605.
To show compliance with paragraphs G15, G15(a) and G15(b), Respondent will provide a photocopy of the check and the overnight tracking information to the Department within thirty (30) days of the effective date of this Agreement. The photocopy should be sent to the address specified in paragraph J29 of this Agreement.

H. Relief in the Public Interest

16. Respondent agrees that it has reevaluated the housing appeals of each person whose appeal is listed in Exhibit "A" hereto, and agrees to compensate each such person by paying the amounts set forth on Exhibit "A", totaling $12,064.75, within forty-five (45) days from the effective date of this Agreement. Payment will be by credit to the student's account, or alternatively, in the form of a check sent to each such person whose appeal is listed in Exhibit A via overnight mail with tracking capability. Payment will be accompanied by a letter stating the following: "I write to advise you that a rent credit will be posted to your account and/or mailed to you. A student recently made a complaint to the United States Department of Housing and Urban Development ("HUD") alleging that campus procedures regarding housing disability accommodations did not comply with the Fair Housing Act. The campus denies that its policies were non-compliant, and HUD has not made any findings regarding compliance. In order to resolve the complaint, HUD and the campus have entered in a voluntary conciliation agreement, through which the campus has agreed to modify the way that the campus considers disability accommodation requests raised for the first time on appeal. Prospectively, the campus will process those housing disability accommodation requests raised for the first time on appeal in the same manner that it processes all other housing disability accommodation requests. As part of the conciliation agreement, the campus has agreed to provide you with monetary relief in the public interest in the amount of $[amount to be specified in accordance with Exhibit A] because your appeal was not considered in the manner that prospective appeals will be considered. You are not required to do anything to receive these funds and accepting the funds does not waive any of your rights. If you have any questions, please call me at [number to be specified in letter]."

To show compliance with paragraph H16, Respondent will provide the Department proof of said payment or credit to each person listed in Exhibit A within sixty (60) days of the effective date of this Agreement, but may redact the names and addresses from such proof to protect the privacy of the payees. The proof should identify the appeal date and appeal number. The proof should be sent to the address specified in paragraph J29 of this Agreement.

1 The choice of payment by credit to the student's account or via check shall be at Respondent's option.
17. Respondent agrees to abide by reasonable accommodation/reasonable modification policies and procedures that comply with the requirements of the Act and the ADA. Respondent agrees that its reasonable accommodation/reasonable modification policies and procedures will (a) not require use of any particular forms; (b) refer all housing requests related to disability to a person trained to properly evaluate such requests; and (c) specify that the housing appeals board shall include at least one person who is trained in fair housing law, including reasonable accommodations, and who receives annual training in fair housing and reasonable accommodation laws.

To show compliance with paragraph H17, Respondent agrees to provide its written reasonable accommodation/reasonable accommodation policies to the Department within thirty (30) days of the effective date of this Agreement, to the address specified in paragraph J29 of this Agreement.

18. Respondent agrees that all members of the housing appeal board, and any other Respondent personnel who evaluate, participate in, and/or make decisions regarding reasonable accommodations and/or reasonable modifications regarding housing, will attend the next fair housing training class conducted by the Department at its Region IX office, located at 1 Sansome Street, Suite 1200, San Francisco, CA 94104. The fair housing training class is scheduled to be held on July 24, 2018, from 10:00 a.m. to 2:00 p.m. Within seven (7) days of the effective date of this Agreement, Respondent will contact the Department by phone at 415/489-6547 or by email to sfcomplianceunit@hud.gov to register for the fair housing training class. It is understood that if any of the required attendees are unable to attend the class scheduled for July 24, 2018, Respondent will notify the Department within seven (7) days of the effective date of this Agreement and will coordinate with the Department to arrange appropriate training for those individuals.

To show compliance with paragraph H18, Respondent’s personnel specified above will sign in at the beginning of the fair housing training class and obtain a certificate of completion from the Department at the conclusion of the fair housing training class.

19. Respondent shall post and maintain HUD approved fair housing posters at each of its housing buildings on campus and in the public area of its housing office on campus within thirty (30) days of the date of the effective date of this Agreement.

To show compliance with paragraph H19, within sixty (60) days of the effective date of this Agreement, Respondent will provide to the Department documentation verifying that the posters were posted as specified. The documentation will be sent to the address specified in paragraph J29 of this Agreement.

20. Respondent agrees to continue to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a disabled person an equal opportunity to use and enjoy housing.
21. Respondent acknowledges that reasonable accommodation and modification requests can be made orally or in writing, and that housing providers must give consideration to requests even if the requester does not use the provider's designated form. Additionally, Respondent understands that the Act and ADA do not prescribe a uniform procedure for requesting a reasonable accommodation or reasonable modification to be used with all housing providers. To request an accommodation or modification, an individual need not mention the Act or the ADA or use the phrase "reasonable accommodation" or "reasonable modification." In general, a tenant or prospective tenant should make clear to the housing provider that s/he is requesting that an exception, change, adjustment, or modification be made to a rule, policy, practice, service, building or dwelling unit because s/he has a disability.

22. Respondent acknowledges that it has an obligation to respond to all reasonable accommodation and reasonable modification requests within a reasonable timeframe and understands that failing to do so may be tantamount to a denial of the reasonable accommodation or reasonable modification request.

23. Respondent acknowledges 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.

24. Respondent agrees to continue 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.

25. Respondent acknowledges 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.

26. Respondent acknowledges that Title II of the Americans with Disabilities Act of 1990 prohibits discrimination against persons with disabilities in all services, programs, and activities made available by State and local governments. Respondent is obligated to comply with the requirements of Title II of the ADA. Respondent acknowledges that is obligated to comply with the provisions of Title II of the ADA, and as outlined in 28 CFR Part 35 with regard to the operation of Berkeley campus housing.

a. 28 CFR Part 35, §35.161 Telecommunication

The regulations require that where a public entity communicates by telephone with applicants and beneficiaries, text telephones (TTYs) or equally effective telecommunications systems shall be used to communicate with individuals.
The regulations require that where a public entity communicates by telephone with applicants and beneficiaries, text telephones (TTYs) or equally effective telecommunications systems shall be used to communicate with individuals who are deaf or hard of hearing or have speech impairments; that when a public entity uses an automated attendant system, including, but not limited to, voicemail and messaging, or an interactive voice response system, for receiving and directing incoming telephone calls, that system must provide effective real-time communication with individuals using auxiliary aids and services, including TTYs and all forms of FCC-approved telecommunications relay systems, including Internet-based relay systems; and that a public entity shall respond to telephone calls from a telecommunications relay service established under Title IV of the ADA in the same manner that it responds to other telephone calls.

b. 28 CFR Part 35, §35.107(a) Designation of responsible employee and 35 CFR Part 35, §35.107(b) Adoption of grievance procedures. Title II of the ADA requires a public entity with fifty or more employees to designate at least one person to ensure compliance with Title II of the ADA, and to adopt a grievance procedure that provides prompt and equitable resolution of complaints alleging any action prohibited by Title II of the ADA.

c. 28 CFR Part 35, §35.106 Notice. The ADA requires that a public entity shall make available to applicants, participants, beneficiaries, and other interested persons information regarding the provisions of Title II of the ADA and its applicability to the services, programs, or activities of the public entity, and make such information available to them in such manner as the head of the entity finds necessary to apprise such persons of the protections against discrimination assured them by the ADA.

It is understood that Respondent has provided to the Department evidence of compliance with 28 CFR Part 35, §35.161 (Telecommunications), 35 CFR Part 35, §35.107(b) (Grievance Procedure), and 28 CFR Part 35, §35.106 (Notice) as set forth in subparagraphs H26 a, b, and c above.

27. The parties acknowledge that, unrelated to this Agreement and the investigation that preceded this Agreement, Respondent has taken steps to hire a full time ADA Compliance Officer as set forth in 28 CFR Part 35, §35.107(a).

To show compliance with paragraph H27, within sixty (60) days of the effective date of this Agreement, Respondent will provide to the Department documentation showing that it has hired an ADA Compliance Officer. The documentation will be sent to the address specified in paragraph J29 of this Agreement.

I. Monitoring
J. Reporting and Record Keeping

29. 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

K. Consequences of Breach

30. The Parties understand that if the Department has reasonable cause to believe that Respondent has 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).

31. The Parties understand further that failure by a Party 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, ADA, or any other Authority within the Department's jurisdiction.
COMPLAINANT'S SIGNATURE PAGE

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

(REDACTED) Date
(Complainant) 7/24/2018
RESPONDENT'S SIGNATURE PAGE

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

Heidi Scribner
On Behalf of
Regents of the University of California
(Respondent)

23 July 2018
Date
Conciliation Agreement/Voluntary Compliance Agreement

REDACTED v. Regents of the University of California
HUD Case Nos.: 09-18-1216-8; 09-18-1216-D

APPROVAL

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

[Signature]

7/24/2018

Anne Quesada
Regional Director
Office of Fair Housing and Equal Opportunity (FHEO)
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