

HUD Case Name and Number:

Redacted v. Zhou, Ai-Ping/Tan, Cecilia, et a
09-19-2983-8 (Title VIII)



The United States Department of Housing and Urban Development

CONCILIATION AGREEMENT

between

Redacted

Complainant

and

Kaiwen You

Cecilia Tan

Respondents

Under

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

HUD Case Number: 09-18-2983-8 (Title VIII)

Effective Date of Agreement: _____

Expiration Date of Agreement: _____

Dated Filed: June 12, 2018

A. Parties and Subject Property

Complainant:

Redacted

San Francisco, CA 94122

Respondents:

Cecilia Tan (Agent)
218 Summit Way
San Francisco, CA 94132

Kaiwen You (Owner)
3055 Clement Street
San Francisco, CA 94121

B. Statement of Facts

A complaint was filed on June 12, 2018, with the United States Department of Housing and Urban Development (“the Department” or “HUD”) alleging that Complainant Redacted (“Complainant”) was injured by the discriminatory acts of Respondents Kaiwen You and Cecilia Tan (jointly, “Respondents”) based on Complainant’s disability. An amended complaint was filed on August 9, 2018, to remove another Respondent. Complainant alleged that Respondents violated subsections 804(f)(1), 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”), when Respondents failed to rent to the Complainant because he had an Emotional Support Animal (“ESA”). Complainant also alleged that Respondents violated subsection 804(c) of the Act when Respondents told Complainant that they would not rent to him because he has an ESA.

Respondents deny having discriminated against Complainant but agree to settle the complaint referenced above by entering into this Conciliation Agreement.

C. Term of Agreement

1. This is a Conciliation Agreement between the Complainant named above, and the Respondents, named above. As specifically stated herein, this Conciliation Agreement (“Agreement”) shall govern the conduct of the parties to it for a period of one (1) year from the effective date of the 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 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.
3. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director, or her designee.

E. General Provision

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement. The parties have read and fully understand the significance of the terms set forth herein.
5. It is understood that the Respondents deny any violations of the law, and that this Agreement does not constitute an admission by the Respondents, nor evidence of a determination by the Department of any violations of the Act or any other law.
6. This Agreement, after the FHEO Regional Director, or her designee, has approved it, is binding upon the Respondents, their employees, heirs, successors and assignees and all others in active concert with Respondents 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 is a public document.
8. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaints involving the Respondents made pursuant to the Act, or any other complaints within the Department's jurisdiction.
9. 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 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. Complainant hereby forever waives, releases, and covenants not to sue the Respondents or the Department, their affiliates, heirs, executors, assignees, agents, employees or attorneys with regard to any and all claims, attorney's fees, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD case number 09-18-2983-8 or which could have been filed in any action or suit arising from said subject matter.
12. Respondents hereby forever waive, release, and covenant not to sue Complainant or the Department, their affiliates, heirs, executors, assignees, agents, employees or attorneys with regard to any and all claims, attorney's fees, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD case number 09-18-2983-8 or which could have been filed in any action or suit arising from said subject matter.

F. Non-Retaliation

13. Respondents 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 and other Authorities. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.

G. Relief for Complainant

14. Respondents agree that Respondent Kaiwen You shall pay to the Complainant the sum total of nine-thousand dollars (\$9,000), to be made in three installment payments. The first payment of three-thousand dollars (\$3,000) shall be paid within fourteen (14) days of the effective date of this Agreement. The second payment of three-thousand dollars (\$3,000) shall be paid within forty-five (45) after the effective date of this Agreement. The third and final payment of three-thousand dollars (\$3,000) shall be paid within seven-five (75) days after the effective date of this Agreement. Each said payment shall be in the form of a cashier's check payable to Redacted. The said checks shall be sent to: Redacted, San Francisco, CA 94122 via U.S. certified mail, return receipt requested, or other delivery service with tracking capability.

To show compliance with paragraph G14, Respondent Kaiwen You shall provide to the Department a copy of each of the three checks specified above and the associated tracking information within five (5) days after each check has been issued. The materials shall be sent to the Department at the address set forth in paragraph J16 below.

H. Relief in the Public Interest

Respondents Kaiwen You and Cecilia Tan will attend a fair housing training class, including coverage of the Act and reasonable accommodations, within sixty (60) days after the effective date of this Agreement. It is understood that the Department will provide the training at no charge through its Region IX office.

Within fourteen (14) days of the effective date of this Agreement Respondents will contact the Department to arrange the fair housing training. The Department's contact for this training is: sf_complianceunit@hud.gov.

To show compliance with paragraph H15, the Respondents will attend the entire fair housing training class and will obtain a certificate of completion from the Department at the conclusion of the class.

- a. Respondents agree to abide by the Act as well as all state and federal laws prohibiting discrimination on the basis of a membership in a protected class, such as disability, race, color, national origin, sex, religion, and familial status.
- b. Respondents acknowledge that subsection 804(f)(1) of the Act makes it unlawful to discriminate against any person in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a disability; subsection 804(f)(2) of the Act makes it unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a disability; and subsection 804(f)(3)(B) of the Act 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 an equal opportunity to use and enjoy a dwelling.
- c. Respondents acknowledge that subsection 804(c) of the Act makes it unlawful to print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, handicap, familial status, or national origin, or an intention to make any such preference, limitation, or discrimination.

I. Monitoring

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

J. Reporting and Recordkeeping

16. All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
Attention: Conciliation Monitoring Unit
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430

Or by email to: sf_complianceunit@hud.gov

K. Consequences of Breach

17. Whenever the Department has reasonable cause to believe that 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 §§ 810(c) and 814(b)(2) of the Act.

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L. SIGNATURES

COMPLAINANT'S SIGNATURE PAGE

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

Redacted Complainant

Date

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RESPONDENT'S SIGNATURE PAGE

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

Kaiwen You (Owner)
Respondent

Date

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RESPONDENT'S SIGNATURE PAGE

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

Cecilia Tan (Agent)
Respondent

Date

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APPROVAL

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

For the Department:

Anné Quesada
Regional Director
Office of Fair Housing and Equal Opportunity

Date