



United States Department of Housing and Urban Development

CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT

Between

U.S. Department of Housing and Urban Development

and

Redact Name
Complainant

And

Napa Valley Community Housing, Napa Park Homes LP and Fernando Yela
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 (“Section 504”)

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

FHEO CASE NUMBERS: 09-19-7382-8; 09-19-7382-4

FHEO CASE NAME: **Redact Name** v. Napa Valley Community Housing, Napa Park Homes LP and Fernando Yela

DATE FILED: July 22, 2019

Effective Date of Agreement: _____

Expiration Date of Agreement: _____

A. Parties and Subject Property:

Complainant:

Redact Name
Redact Address
Napa, CA 94558

Respondents / Recipients

Fernando Yela
Napa Valley Community Housing
c/o Kathleen Reynolds, Agent for Service of Process
150 Camino Dorado
Napa, CA 94558

Napa Valley Community Housing
c/o Kathleen Reynolds, Agent for Service of Process
150 Camino Dorado
Napa, CA 94558

Napa Park Homes LP
c/o Kathleen Dreessen, Agent for Service of Process
5 Financial Plaza Ste 200
Napa, CA 94558

Subject Property:

Napa Park Homes
790 Lincoln Ave
Napa, CA 94558

B. Statements of Facts:

On July 22, 2019, Complainant **Redact Name** (“Complainant”) filed a complaint with the United States Department of Housing and Urban Development (“HUD” or “the Department”) alleging that Respondents/Recipients Napa Valley Community Housing (“NVCH”) and Napa Park Homes LP, (“NPH”), jointly (“Respondents/Recipients”) and NVCH employee Respondent Fernando Yela (“Respondent Yela”) violated Subsections 804(a), 804(b), 804(f)(1), 804(f)(2) and 804(f)(3)(B) of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 *et seq.*) (“Fair Housing Act” or “the Act”), by discriminating against Complainant on the basis of familial status and disability by stating that Complainant can only live in a downstairs unit due to his disability, stating that he would not qualify for any unit in the complex unless he had his children full time, requiring him to request a 3 bedroom unit because of his children, and denying his disability-related request for a grab bar in the shower of the unit he might be offered in

the future. 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 and Respondent Yela 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 Respondents/Recipients and Respondent Yela, and a Voluntary Compliance Agreement between the Department and said Respondents/Recipients. 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 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 and Respondent Yela deny any violation of the law and that this Agreement does not constitute an admission by the Respondents/Recipients or Respondent Yela, nor evidence of a determination by the Department of any violation of the Act, Section 504, or any other law.
6. Respondents/Recipients and Respondent Yela 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/Recipients and Respondent Yela 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.

7. Respondents/Recipients and Respondent Yela agree that the signature of NVCH's Executive Director, Kathleen Reynolds, is made with the authority of and on behalf of Respondent/Recipient NVCH. Respondents/Recipients and Respondent Yela agree that the signature of NPH's Executive Director, Kathleen Reynolds, is made with the authority of and on behalf of Respondent/Recipient NPH. Complainant agrees that the signature of Pablo Zatarain, Fair Housing Napa Valley, is made with the authority of and on behalf of Complainant.
8. This Agreement, subsequent to the approval by the FHEO Regional Director, or her designee, is binding upon Respondents/Recipients and Respondent Yela, 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. 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.
11. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint(s) involving Respondents/Recipients and/or Respondent Yela made pursuant to the Act, Section 504, 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, Respondents/Recipients, or Respondent Yela, 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 09-19-7382-8 or 09-19-7382-4 or which could have been filed in any action or suit arising from said subject matter.

14. Respondents/Recipients and Respondent Yela 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 09-19-7382-8 and 09-19-7382-4 or which could have been filed in any action or suit arising from said subject matter.

G. Relief for Complainant

15. Respondents/Recipients and Respondent Yela agree 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. Upon the effective date of this Agreement, Respondents/Recipients hereby grant Complainant's reasonable accommodation request to reinstate Complainant on the waitlist for a unit at the subject property in the position he would have been in had he timely returned the request for information. Respondents/Recipients agree that Complainant may qualify for a unit at the subject property regardless of whether he has full-time custody of his children. Respondents/Recipients further agree that when Complainant has reached the top of the waitlist, they will offer him the next available unit for which he qualifies regardless of whether it is an upstairs or downstairs unit; Respondents/Recipients further agree that in evaluating Complainant's eligibility for a unit they will determine occupancy in accordance with the Act and as set forth in the Department's "Keating memo," available here: https://www.hud.gov/sites/documents/DOC_7780.PDF.
 - b. To show compliance with paragraph G15 and G15(a), Respondents/Recipients will provide to the Department a photocopy of the subject property waitlist showing Complainant's status within thirty (30) days of the effective date of this Agreement, and every six (6) months thereafter until Complainant is offered a unit. The photocopy should be sent to the email address specified in paragraph J28 of this Agreement.
 - c. Respondents/Recipients will pay Complainant the sum total of Four Thousand Dollars (\$4,000.00) in the form of a business check payable to "**Redact Name**", 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: **Redact Name**, c/o Pablo Zatarain, Fair Housing Napa Valley, 1804 Soscol Ave, Suite 203, Napa, CA 94559.
 - d. To show compliance with paragraph G15 and G15(b), Respondents/Recipients 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 J28 of this Agreement.

H. Relief in the Public Interest

16. Respondents/Recipients represent that they have removed Respondent Yela from his position as an on-site property manager, and that he will not work in a position where he interacts with tenants.
17. Within thirty (30) days of the effective date of this Agreement, Respondents/Recipients shall revise their rules, policies and procedures relating to service animals, and their “crime free” rules, so that they comply with the Act and guidance issued by the Department (“revised rules, policies and procedures”), and shall provide a copy of the revised rules, policies and procedures to the Department at the email address listed in Paragraph J28 below and to Complainant’s representative at the following address: Pablo Zatarain, Fair Housing Napa Valley, 1804 Soscol Ave, Suite 203, Napa, CA 94559. Within thirty (30) days of receiving feedback from Complainant’s representative, Respondents/Recipients will provide proof of implementation of the revised rules, policies and procedures to the Department at the email address listed in Paragraph J28 below.
18. Within one hundred twenty (120) days of the effective date of this Agreement, all Respondent/Recipient NPH management employees and onsite management staff, all Respondent/Recipient NVCH staff, and Respondent Yela will attend at least three (3) hours of live training on fair housing, including coverage of the Act, disability discrimination, familial status discrimination, and Section 504, conducted by a qualified fair housing organization or attorney subject to prior approval by the Department. Respondents/Recipients shall submit the training information to the Department for prior approval within thirty (30) days of the effective date of this Agreement, to the address specified in paragraph J28 of this Agreement. Respondents/Recipients shall pay for the cost of the training, if any.
 - a. Said training for all such specified personnel will be repeated annually for the term of this Agreement, for a total of three (3) trainings.

To show compliance with paragraphs H18 and H18a, within one hundred-forty (140) days from the effective date of this Agreement, Respondents/Recipients will provide to the Department documentation that the initial fair housing training referenced in Paragraph H18 above has been completed. The documentation will state the names of the trainees, the date of the training, who provided the training, and the subject matter of the training. The documentation will be sent to the email address specified in paragraph J28 of this Agreement. Within twenty (20) days from the date of the second training, Respondents/Recipients will provide to the Department documentation that the second fair housing training referenced in Paragraph H18a above has been completed. Within twenty (20) days from the date

of the third training, Respondents/Recipients will provide to the Department documentation that the third fair housing training referenced in Paragraph H18a above has been completed. The documentation will state the names of the trainees, the date of the training, who provided the training, and the subject matter of the training. The documentation will be sent to the email address specified in paragraph J28 of this Agreement.

19. In addition to the training in paragraphs H18 and H18a, Respondents/Recipients agree that Respondents/Recipients 504 Coordinator, Nichelle Nichols, 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 January 28, 2020, from 10:00 a.m. to 2:00 p.m. Within seven (7) days of the effective date of this Agreement, Respondents/Recipients will contact the Department by email to theresa.n.muley@hud.gov to register for the fair housing training class.
20. To show compliance with paragraph H19, Respondents/Recipients' 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.
21. Respondents/Recipients and Respondent Yela 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.
22. Respondents/Recipients and Respondent Yela acknowledge 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, Respondents/Recipients and Respondent Yela understand that the Act and Section 504 do not prescribe a uniform procedure for requesting a reasonable accommodation/modification to be used with all housing providers. To request an accommodation or modification, an individual need not mention the Act or Section 504 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.
23. Respondents/Recipients and Respondent Yela acknowledge that they have an obligation to respond to all reasonable accommodation/modification requests within a reasonable timeframe, and understand that failing to do so may be tantamount to a denial of the reasonable accommodation/modification request.
24. Respondents/Recipients acknowledge that Section 504 provides that no otherwise qualified individual with disabilities shall, solely by reason of his or her disability,

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 the requirements of Section 504.

25. Respondents/Recipients agree to comply with all of the provisions of Section 504, and 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/Recipients 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.
26. Respondents/Recipients and Respondent Yela 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.
 - a. Respondents/Recipients and Respondent Yela 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, and further agrees 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.
- b. Respondents/Recipients and Respondent Yela 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.
- c. Respondents/Recipients acknowledge that the Act prohibits steering and agree that they will not steer applicants or tenants to particular units based on disability, familial status, race, religion, national origin, sex, or color. *See* 24 C.F.R. 100.70(c).
- d. Respondents/Recipients agree to determine occupancy in accordance with the Act and as set forth in the Keating memo referenced above.

I. Monitoring

- 27. The Department shall monitor compliance with the terms and conditions regarding the Act and Section 504 as specified in this Agreement. Respondents/Recipients agree to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

J. Reporting and Record Keeping

- 28. All required certifications and documentation of compliance must be submitted to the Department by email to: theresa.n.muley@hud.gov.

K. Consequences of Breach

- 29. The Parties understand that if the Department has reasonable cause to believe that Respondents/Recipients and or Respondent Yela 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).
- 30. 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, Section 504 or any other Authority within the Department's jurisdiction.

Conciliation Agreement/Voluntary Compliance Agreement

Redact Name v Napa Valley Community Housing, Napa Park Homes LP and Fernando Yela
HUD Case Nos.: 09-19-7382-8; 09-19-7382-4

COMPLAINANT'S SIGNATURE PAGE

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

Pablo Zatarain, Fair Housing Napa Valley

Date

On Behalf of

Redact Name

Complainant

RESPONDENT/ RECIPIENT NVCH'S SIGNATURE PAGE

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

Kathleen Reynolds, Executive Director

Date

On Behalf of

Respondent/Recipient Napa Valley Community Housing

RESPONDENT/ RECIPIENT NPH'S SIGNATURE PAGE

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

Kathleen Reynolds, Executive Director
On Behalf of
Respondent/Recipient Napa Park Homes LP

Date

RESPONDENT YELA'S SIGNATURE PAGE

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

Fernando Yela
Respondent

Date

APPROVAL and execution of Voluntary Compliance Agreement

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

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

Date