



**CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT**

Between

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

**NAME REDACTED**  
**NAME REDACTED**

(Complainants)

and

**MGM Investment Company**

**Julie Shocklee**

(Respondents/Recipients)

Under

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

and

Title VI of the Civil Rights Act of 1964

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

HUD CASE NAME: **NAME REDACTED** v. *MGM Investment Company et al.*

HUD CASE NUMBERS: 09-20-1781-8; 09-20-1781-6

HUD Date Filed: August 3, 2020

Effective Date of Agreement: \_\_\_\_\_

Expiration Date of Agreement: \_\_\_\_\_

**A. PARTIES AND SUBJECT PROPERTY**

**Complainants**

**NAME REDACTED**  
**ADDRESS REDACTED**  
Phoenix, AZ 85008

**NAME REDACTED**  
**ADDRESS REDACTED**  
Phoenix, AZ 85008

**Respondents/Recipients**

Julie Shocklee  
945 North 40th Street - Office  
Phoenix, AZ 85008

MGM Investment Company  
2200 North Central Ave. #105  
Phoenix, AZ 85004

**Subject Property**

Roosevelt Plaza Apartments  
945 North 40th Street - Office  
Phoenix, AZ 85008

**B. STATEMENT OF FACTS**

A complaint was filed on August 3, 2020, with the United States Department of Housing and Urban Development (“HUD” or “the Department”) alleging that Complainants were injured by Respondents/Recipients’ discriminatory acts. Complainants alleged that Respondents/Recipients violated subsection 804(b) of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988, 42 U.S.C. § 3601 et seq. (“the Act”), on the basis of national origin when they did not provide adequate language services to Limited English Proficient (“LEP”) persons. Complainants also alleged a violation of Title VI of the Civil Rights Act of 1964, which Respondents/Recipients must comply with because of their receipt of Federal financial assistance.

Respondents/Recipients deny having discriminated against Complainants but agree to settle the complaint by entering into this Conciliation Agreement / Voluntary Compliance Agreement.

### **C. TERM OF AGREEMENT**

1. This is a Conciliation Agreement between the Complainants, named above, and the Respondents, named above, and a Voluntary Compliance Agreement between the U.S. Department of Housing and Urban Development and said Respondents/Recipients. As specifically stated herein, this Conciliation Agreement / Voluntary Compliance 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**

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law, a Conciliation Agreement pursuant to the Act, nor a Voluntary Compliance Agreement pursuant to Title VI of the Civil Rights Act of 1964 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 his designee.
3. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director, San Francisco Region, or his designee.

### **E. GENERAL PROVISIONS**

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. 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.
5. It is understood that Respondents/Recipients deny any violation of law and this Agreement does not constitute an admission by Respondents/Recipients or evidence of a determination by the Department of any violation of the Act or Title VI of the Civil Rights Act of 1964.
6. Respondents/Recipients 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 further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement and a statutory violation of the Act.
7. This Agreement, after it has been approved by the FHEO Regional Director, or his designee, is binding upon Respondents/Recipients, their employees, heirs, successors and assigns.
8. It is understood that, pursuant to subsection 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or his designee, it is a public document.
9. This Agreement does not in any way limit or restrict the Department’s authority to

investigate any other complaint involving Respondents/Recipients made pursuant to the Act, Title VI of the Civil Rights Act of 1964, or any other complaint within the Department's jurisdiction.

10. 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 his designee.
11. The parties agree that the execution of this Agreement may be accomplished by separate executions of consent to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.
12. It is understood that the signature of Bill Moore is made with the authority and on behalf of Respondent/Recipient MGM Investment Company.
13. Complainants hereby forever waive, release, and covenant not to sue the Department or Respondents/Recipients, their heirs, executors, successors, assigns, agents, officers, board members, employees, or attorneys with regard to any and all claims, damages, or injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 09-20-1781-8 or 09-20-1781-6 or which could have been filed in any action or suit arising from said subject matter.
14. Respondents/Recipients hereby forever waive, release, and covenant not to sue the Department or Complainants, their heirs, executors, successors, assigns, agents, officers, board members, employees, or attorneys with regard to any and all claims, damages, or injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 09-20-1781-8 or 09-20-1781-6, or which could have been filed in any action or suit arising from said subject matter.

#### **F. RELIEF FOR COMPLAINANT**

15. Respondent/Recipient MGM Investment Company agrees to pay Complainants **NAMES REDACTED** one thousand dollars (\$1,000) within thirty (30) days of the effective date of this Agreement. Payment will be in the form of a certified check or business check made payable to **NAMES REDACTED** and mailed to **ADDRESS REDACTED**, Phoenix, AZ, 85008. Respondents will provide a copy of the checks to the Department within thirty-five (35) days of the effective date of this Agreement.
16. Respondent/Recipient MGM Investment Company agrees, within twenty (20) days of the effective date of this Agreement, to provide Complainants with a letter dismissing the trespassing violation issued to **NAME REDACTED**. Respondent/Recipient MGM Investment Company agrees to provide the Department with a copy of the letter within thirty-five (35) days of the effective date of this Agreement.

17. It is understood that within thirty (30) days of the Effective Date of this Agreement, Complainants will submit to Respondents/Recipients documents such as a utility bill or a lease agreement verifying that **NAME REDACTED** primary residence is not at the Subject Property.

**G. RELIEF IN THE PUBLIC INTEREST**

18. Within sixty (60) days of the Effective Date of this Agreement, Respondent/Recipient MGM Investment Company agrees to notify each of the sixty-eight (68) households that self-certified as having limited English proficiency on March 18<sup>th</sup>, 2021, (“LEP households”) of the terms of this Agreement, including their option to file a HUD Complaint or to sign a Waiver and Release Agreement (“Release”) in exchange for five hundred dollars (\$500) of compensation. The Notification Letter and Release shall be 1) dated sixty (60) days after the Effective Date of this Agreement, 2) translated and sent in English and the primary language of the head of each household, and 3) sent via U.S. certified mail or other delivery service with tracking capability. A copy of the Notification Letter is attached to this Agreement as Exhibit A, and a copy of the Waiver and Release Agreement is attached to this Agreement as Exhibit B.
19. The Notification Letter instructs LEP households to submit the signed Release to Respondent/Recipient MGM Investment Company within sixty (60) days of the date of the Notification Letter. Respondent/Recipient MGM Investment Company agrees to accept signed Releases from LEP households that are returned within seventy (70) days of the date of the Notification Letter.
20. Respondent/Recipient MGM Investment Company agrees to provide the Department with a list that indicates which of the LEP households have submitted a signed Release thirty (30), sixty (60), and seventy (70) days after the date of the Notification Letter. The lists shall also show which of the LEP households have not submitted a signed Release and include their name(s), unit number(s), telephone number(s), and email(s).
21. Within one hundred and fifty (150) days of the Effective Date of this Agreement, Respondent/Recipient MGM Investment Company agrees to pay \$500 to each of the sixty-eight (68) LEP households that returned a signed Release to Respondent/Recipient MGM Investment Company, up to a total \$34,000 of compensation to the LEP households. Compensation may be made either by issuing the household a rent credit or by delivering a check to the household via U.S. certified mail or other delivery service with tracking capability.
22. Within one hundred and sixty (160) days of the Effective Date of this Agreement, Respondent/Recipient MGM Investment Company agrees to provide the Department with a final list that indicates which of the LEP households submitted a Release and received compensation. The list shall also show which of the LEP households did not submit a signed Release and include their name(s), unit number(s), telephone number(s), and email(s).

23. Respondents/Recipients agree to comply with all the provisions of the Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988. Respondents/Recipients acknowledge that the Fair Housing Act makes it unlawful to discriminate on the basis of race, color, national origin, religion, sex, familial status, or 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.

24. Respondents/Recipients agree to have Julie Shocklee and all leasing and management staff who work with residents at the Subject Property attend and complete the next Fair Housing Training class to be conducted by the Department at its Region IX office. The training shall include an auxiliary session on HUD Recipient's Title VI obligations, including those related to serving LEP populations. This training is scheduled as follows:

Date: October 14, 2021  
Time: 10:00 – 3:00 pm  
Location: Microsoft TEAM (Online)

To show compliance with this paragraph, Respondents agree to submit all required staff members' email address before the training and all required staff members to complete and return a form with codes provided during the Fair Housing training class, which will serve as their certificate of completion provided by the Department.

25. Respondent/Recipient MGM Investment Company agrees to require all newly hired staff at the Subject Property to complete a formal program of training regarding the civil rights obligations of housing providers under the Act and Title VI. Respondent/Recipient MGM Investment Company agrees to, within one hundred and twenty (120) days of the Effective Date of this Agreement, provide the Department a training syllabus and training materials that will be used to train new staff on their civil rights obligations under the Act and Title VI.

26. Respondent/Recipient MGM Investment Company agrees to, within ninety (90) days of the Effective Date of this Agreement, hire a third-party vendor to provide language assistance, including interpretation to all applicants and current residents. Within one hundred and twenty (120) days of the Effective Date of this Agreement, Respondent/Recipient MGM Investment Company agrees to provide a copy of the contract with the third-party vendor to the Department.

27. Respondent/Recipient MGM Investment Company agrees to, within thirty (30) days of the Effective Date of this Agreement, provide the Department with photographs demonstrating that signage has been posted at the Subject Property entrances in English, Somali, Arabic, Kinyarwanda, Tigrinya, and Spanish that states interpretation services are available to current and prospective residents free of charge.

28. Respondent/Recipient MGM Investment Company agrees to, within sixty (60) days of the Effective Date of this Agreement, send a letter to all Subject Property residents in the language of the head of household informing them of the Language Access Policy at the Subject Property. A copy of the Language Access Policy Notification Letter is attached to this Agreement as Exhibit C. Within seventy (70) days of the Effective Date of this Agreement, Respondent/Recipient MGM Investment Company agrees to provide the Department with a distribution list showing which units have received the Language Access Policy Notification Letter.
  
29. Respondent/Recipient MGM Investment Company agrees to, within thirty (30) days of the Effective Date of this Agreement, send a copy of the Language Access Policy Notification Letter (Exhibit C) to the following organizations: Somali Association of Arizona and the Democratic Republic of the Congo Community of Arizona. Respondent/Recipient MGM Investment Company agrees to, within sixty (60) days of the Effective Date of this Agreement, provide the Department with proof of delivery of the Language Access Policy Notification Letter to the two associations.
  
30. Respondent/Recipient MGM Investment Company agrees to, within one hundred and twenty (120) days of the Effective Date of this Agreement, update its Four-Factor Analysis used at the Subject Property to match the HUD LEP Guidance that includes:
  - a. Number or proportion of LEP persons eligible to be served or likely to be encountered by the program supported by relevant data;
  - b. Frequency with which LEP persons come into contact with the program;
  - c. Nature and importance of the program, activity, or service, and
  - d. The resources available to execute the program and the costs.Respondent/Recipient MGM Investment Company agrees to, within one hundred and thirty (130) days of the Effective Date of this Agreement, provide a copy of the updated Four-Factor Analysis to the Department.
  
31. Respondent/Recipient MGM Investment Company agrees to, within one hundred and eighty (180) days of the Effective Date of this Agreement, update its Language Access Plan (“LAP”) to include:
  - a. Procedures the Respondent/Recipient will use to identify LEP persons with whom they have contact, the size of LEP populations, and the languages of the LEP populations;
  - b. Points and types of contact the Respondent/Recipient may have with LEP persons;
  - c. Ways in which language assistance will be provided;
  - d. Plan for outreaching to LEP community;
  - e. Plan for training staff members on the LEP Guidance and the LAP;
  - f. List of vital documents to be translated, the languages into which they will be translated;



- g. Plan for translating informational materials that detail services and activities provided to beneficiaries;
- h. Plan for providing appropriately translated notices to LEP persons;
- i. Plan for providing interpreters for large, medium, small, and one-on-one meetings;
- j. A record-keeping procedure for language access requests;
- k. Plan for developing community resources, partnerships, and other relationships to help with the provision of language services; and
- l. Provisions for monitoring and updating the LAP.

Respondent/Recipient MGM Investment Company agrees to, within one hundred and ninety (190) days of the Effective Date of this Agreement, provide a copy of the updated LAP to the Department for review and approval.

The Department will review and provide any comments within thirty (30) days of receipt of the LAP, and Respondent/Recipient MGM Investment Company, will have thirty (30) days, if necessary, to modify the LAP in accordance with the Department's comments and resubmit for review. Respondent/Recipient MGM Investment Company agrees to implement the LAP within thirty (30) days of the Department's final review, and provide the Department written notice and distribution list showing that the LAP has been implemented and issued to all leasing and management staff.

## **H. MONITORING**

32. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, the Department may review compliance with this Agreement. As part of such review, the Department may inspect Respondents'/Recipients' property, examine witnesses, and copy pertinent records of Respondents/Recipients. Respondents/Recipients agree to provide their full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

## **I. REPORTING AND RECORDKEEPING**

33. All required certifications and documentation of compliance must be submitted to: Jayme Rosenquist at [jayme.v.rosenquist@hud.gov](mailto:jayme.v.rosenquist@hud.gov).

## **J. CONSEQUENCES OF BREACH**

34. Whenever the Department has reasonable cause to believe that Respondents/Recipients 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.
35. Respondents/Recipients understand that failure 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.





**COMPLAINANTS' SIGNATURES**

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

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**NAME REDACTED**

Date

Complainant

---

**NAME REDACTED**

Date

Complainant

**RESPONDENTS'/RECIPIENTS' SIGNATURES**

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

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Julie Shocklee  
Respondent

Date

---

Bill Moore  
Roosevelt Plaza Apartments Corporate Office  
On Behalf of Recipient: MGM Investment Company

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 U.S. Department of Housing and Urban Development for the execution of the Voluntary Compliance Agreement.

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Kenneth J. Carroll  
Region IX Director  
Office of Fair Housing and  
Equal Opportunity

Date

## Exhibit A

### Notification Letter

MGM Investment Company (“MGM”) recently settled a complaint with the United States Department of Housing and Urban Development. The complaint alleged that MGM did not always provide an interpreter or translate documents for tenants at Roosevelt Plaza Apartments who do not speak or read English. MGM did not admit that it violated the law but chose to settle the complaint through a settlement agreement.

Under the terms of the settlement agreement, MGM agreed to 1) provide tenants at Roosevelt Plaza Apartments with a free interpreter and translated documents where required by law; and 2) provide each household at Roosevelt Plaza Apartments that self-certified as limited English proficient in March of 2021 **a one-time payment of \$500**. Upon signature of a Waiver and Release Agreement, you will receive a check in the mail or a credit to your tenant account in the amount of \$500. Attached is a Waiver and Release Agreement (“Release”) related to the claims addressed above. You also have the option to contact the U.S. Department of Housing and Urban Development (HUD) if you feel that your rights have been violated and you wish to forego this settlement payment and instead file a complaint with the Department.

In order to take part in this settlement, please review the Release and sign the English version of the Release within 60 days of the date of this notice and either drop off the signed Release at the leasing office or mail it to this address:

MGM Investment Company  
Attention: HUD Settlement Coordinator  
2200 North Central Ave. #105  
Phoenix, AZ 85004

Failure to sign and return a Release within 60 days of the date of this notice may result in ineligibility to participate in this settlement.

If you have questions about this settlement or would like to file a complaint with HUD, please contact HUD Investigator Jayme Rosenquist at (805) 874-2317 / [jayme.v.rosenquist@hud.gov](mailto:jayme.v.rosenquist@hud.gov).

## Exhibit B

### Waiver and Release Agreement

In consideration of the payment to me of \$500, I enter into this Waiver and Release Agreement ("Release"). I hereby release and forever discharge all claims, rights, remedies, and recoveries related to not receiving interpreter services and translated documents as alleged by tenants at Roosevelt Plaza Apartments with the Department of Housing Urban Development in matter HUD No. 09-20-1781-8, 09-20-1781-6 ("the Matter").

By executing this Release, I release all claims, causes of action, rights, remedies, and recoveries concerning any of the claims at issue in the Matter that I have, may have had, or could have had, against MGM Investment Company and Julie Shocklee and any and all entities, parents, predecessors, successors, subsidiaries, affiliates, and any and all of their past and present directors, officers, agents, managers, supervisors, shareholders, employees, executors, administrators, successors in interest, or assigns ("Releasees") in connection with any claim arising out of facts in the Matter.

I am 18 years old or older and understand that the legal consequences of signing this Release include (1) promising not to sue Releasees for facts or allegations related to the Matter, and (2) waiving and releasing the Releasees for all claims that arose from or could have arisen from of the facts or allegations of the Matter.

I understand and intend that this Release is written to be as broad and inclusive as legally permitted by the State of Arizona. I agree that if any part of this Release is unenforceable, it may be modified to be consistent with the law so as to give full force and effect to my intention to release Releasees from liability concerning the Matter.

I have read this document and/or had it translated to me, I understand its terms and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Executed on this \_\_\_\_ day of \_\_\_\_\_, 2021.

Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

**You may either drop off the signed Waiver and Release Agreement at the Roosevelt Plaza Apartments leasing office or mail it to this address:**

**MGM Investment Company  
Attention: HUD Settlement Coordinator  
2200 North Central Ave. #105**

**Phoenix, AZ 85004**

**Exhibit C**

**Language Access Policy Notification Letter**

This letter is to inform you that Roosevelt Plaza Apartments will provide a qualified interpreter to you at no charge for communications related to your housing. Roosevelt Plaza Apartments does not request or prefer that you bring your own interpreter. You will not face any penalty or charge for using the Roosevelt Plaza Apartments' interpreter. If you would like Roosevelt Plaza Apartments to provide you with an interpreter, you will receive an interpreter in a timely manner.

If free interpretation or translation services are not provided to you, you have the right to file an inquiry with the Department of Housing and Urban Development. You can file an inquiry by mail, phone, or email using the following contact information:

San Francisco Regional Office of FHEO  
U.S. Department of Housing and Urban Development  
One Sansome Street, Suite 1200  
San Francisco, CA 94104

(415) 489-6524  
(800) 347-3739  
TTY (415) 436-6594

[ComplaintsOffice09@hud.gov](mailto:ComplaintsOffice09@hud.gov)

You can also submit an inquiry online by visiting  
[www.hud.gov/program\\_offices/fair\\_housing\\_equal\\_opp/online-complaint](http://www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint)