



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

under

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

and

**U.S. Department of Housing and Urban Development
United States Department of Agriculture
VOLUNTARY COMPLIANCE AGREEMENT**

under

Section 504 of the Rehabilitation Act of 1973, as amended (Section 504)

Fair Housing Advocates of Northern California
(Complainant)

and

Burbank Housing Management Corporation
Burbank Housing Development Corporation
BHDC Parkwood Apartments, LLC
Oak Ridge Apartments Associates LP
James Perez
(Respondents/Recipients)

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

Approved by the Rural Development Civil Rights Director and the Director of Center for Civil
Rights Operations on behalf of the United States Department of Agriculture

HUD CASE NAMES and NUMBERS: **NAME REDACTED** v. Burbank Housing
Management Corporation, et al., 09-22-0242-4
Fair Housing Advocates of Northern California v. Burbank Housing Management
Corporation, et al., 09-22-0241-8, 09-22-0241-4

USDA CASE NUMBER: 2022-08-00012799

HUD Date Filed: June 30, 2022

Effective Date of Agreement: _____

Expiration Date of Agreement: _____

Conciliation Agreement/Voluntary Compliance Agreement
Fair Housing Advocates of Northern California v. Burbank Housing Management Corporation, et al.
NAME REDACTED v. Burbank Housing Management Corporation, et al.
HUD/USDA Case Nos. 09-22-0241-8, 09-22-0241-4, 09-22-0242-4 and 2022-08-00012799

A. Parties and Subject Property

Complainant

Fair Housing Advocates of Northern California
1314 Lincoln Ave., Ste A
San Rafael, CA 94901

Respondents/Recipients

Burbank Housing Management Corporation
c/o Lawrence Florin, Registered Agent
1425 Corporate Center Parkway
Santa Rosa, CA 95407

Burbank Housing Development Corporation
c/o Lawrence Florin, Registered Agent
1425 Corporate Center Parkway
Santa Rosa, CA 95407

BHDC Parkwood Apartments, LLC
c/o Lawrence Florin, Registered Agent
1425 Corporate Center Parkway
Santa Rosa, CA 95407

Oak Ridge Apartments Associates LP
c/o Charles A Cornell, Registered Agent
790 Sonoma Ave.
Santa Rosa, CA 95404

James Perez
Burbank Housing Management Corporation
c/o Lawrence Florin, Registered Agent
1425 Corporate Center Parkway
Santa Rosa, CA 95407

Subject Properties

Parkwood Apartments
6899 Montecito Blvd.
Santa Rosa, CA 95409

Oak Ridge Senior Apartments
18800 Beatrice Drive
Sonoma, CA 95476

Conciliation Agreement/Voluntary Compliance Agreement
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Crossroads Apartments
841 Liana Drive
Santa Rosa, CA 95407

Gravenstein North Apartments
699 Gravenstein Highway
North Sebastopol, CA 95472

B. Statement of Allegations

On June 30, 2022, Fair Housing Advocates of Northern California ("Complainant") filed a complaint with the United States Department of Housing and Urban Development ("the Department" or "HUD"). Complainant alleged that Burbank Housing Management Corporation ("BHMC"), Burbank Housing Development Corporation ("BHDC"), BHDC Parkwood Apartments, LLC, Oak Ridge Apartments Associates LP, and James Perez (collectively, "Respondents/Recipients") violated subsections 804(f)(2) and 804(f)(3)(B) and Section 818 of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. § 3601 *et seq.*) ("the Act") by having discriminatory policies and/or practices at properties owned and/or managed by Respondents/Recipients that interfere with the rights of tenants with disabilities to obtain reasonable accommodations. The complaint also alleged that Respondents/Recipients are in noncompliance with Section 504 of the Rehabilitation Act of 1973 ("Section 504").

On June 30, 2022, **NAME REDACTED** also filed a complaint with the Department alleging that Respondents/Recipients Burbank Housing Management Corporation, BHDC Parkwood Apartments, LLC, and James Perez discriminated against her on the basis of disability and are in noncompliance with Section 504.

Properties Parkwood Apartments, Crossroads Apartments and Gravenstein North Apartments receive funding from the Department, and thus the Department has jurisdiction over the Section 504 allegations as to those properties. Property Oak Ridge Senior Apartments receives funding from the United States Department of Agriculture ("USDA"), and thus pursuant to the Memorandum of Understanding between HUD and the USDA, the Section 504 allegations as to Oak Ridge Senior Apartments are under the purview of the USDA. This Conciliation Agreement/Voluntary Compliance Agreement resolves the complaints brought by Complainant under both the Act and Section 504, and resolves the complaint brought by Ms. **NAME REDACTED** under Section 504.¹

Respondents/Recipients deny having discriminated against Complainant and Ms. **NAME REDACTED** but agree to settle the claims in the underlying actions by entering into this Conciliation Agreement/Voluntary Compliance Agreement.

¹ Ms. **NAME REDACTED** complaint under the Act was resolved pursuant to a separate Conciliation Agreement.

C. Term of Agreement

1. This is a Conciliation Agreement between Complainant, named above, and Respondents/Recipients, named above, and a Voluntary Compliance Agreement between the Department and said Respondents/Recipients, as well as a Voluntary Compliance Agreement between USDA 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, or until FHEO and USDA have determined that all actions required by the Agreement have been performed, whichever is later.

D. Effective Date

2. The parties expressly agree that this Agreement will not constitute a binding contract under state or federal law or a Conciliation Agreement pursuant to the Act, or a Voluntary Compliance Agreement with the Department 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 his designee. The parties also expressly agree that this Agreement will not constitute a Voluntary Compliance Agreement with the USDA pursuant to Section 504 unless and until such time as it is approved by the USDA through the Rural Development Civil Rights Director and the Executive Director of the Center for Civil Rights Operations, or their designee(s).
3. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director or his designee (“Effective Date”).

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 Respondents/Recipients deny any violation of the law and that this Agreement does not constitute an admission by Respondents/Recipients, nor evidence of a determination by the Department or USDA 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 violation of the Act and Section 504.

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. It is understood that the parties may execute this Agreement by electronic signature, which shall have the full effect of original handwritten signatures.
 - a. It is understood that the signature of Caroline Peattie, Executive Director, is made with the authority and on behalf of Complainant Fair Housing Advocates of Northern California.
 - b. It is understood that the signature of Lawrance Florin, Chief Executive Officer, is made with the authority and on behalf of Respondents/Recipients Burbank Housing Management Corporation and Burbank Housing Development Corporation.
 - c. It is understood that the signature of Lawrance Florin, Chief Executive Officer of Burbank Housing Development Corporation, Managing Member, is made with the authority and on behalf of Respondent/Recipient BHDC Parkwood Apartments, LLC.
 - d. It is understood that the signatures of Lawrance Florin, Chief Executive Officer of Burbank Housing Development Corporation, Co-General Partner, and Michael Limb of Domus Development, LLC, Co-General Partner, is made with the authority and on behalf of Respondent/Recipient Oak Ridge Apartments Associates LP.
8. This Agreement, subsequent to approval by the FHEO Regional Director, the Rural Development Civil Rights Director, and the Executive Director of the Center for Civil Rights Operations, or their designee(s), is binding upon Respondents/Recipients, their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates, other owners and all others in active concert with Respondents/Recipients in the operation of dwelling units.
9. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, the USDA Rural Development Civil Rights Director, and the USDA Executive Director of the Center for Civil Rights Operations, or their designee(s), it is a public document.
10. This Agreement does not in any way limit or restrict the Department's or the USDA's authority to investigate any other complaint involving Respondents/Recipients or conduct a compliance review made pursuant to the Act, Section 504 or any other authority within the Department's or the USDA's jurisdiction.
11. This Agreement shall not be construed to limit or reduce the obligation of Respondents/Recipients to comply with any applicable federal civil rights laws and their implementing regulations.

12. If applicable laws, regulations, or guidance are changed or clarified in a manner that would affect the provisions of this Agreement, then the parties shall confer in good faith to determine any appropriate modifications to this Agreement.
13. 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, the Rural Development Civil Rights Director, and the Executive Director of the Center for Civil Rights Operations, or their designee(s).

F. Mutual Releases

14. Complainant hereby forever waives, releases, and covenants not to sue the Department, the USDA, Respondents/Recipients, or their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates, other owners or attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, alleged or which could have been alleged arising out of the subject matter of HUD case numbers 09-22-0241-8, 09-22-0241-4, 09-22-0242-4 or USDA case number 2022-08-00012799, or which could have been filed in any action or suit arising from said subject matter.
15. Respondents/Recipients hereby forever waive, release, and covenant not to sue the Department, the USDA, Complainants, or 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 09-22-0241-8, 09-22-0241-4, 09-22-0242-4 or USDA case number 2022-08-00012799, or which could have been filed in any action or suit arising from said subject matter.

G. Relief for Complainant

16. Respondents/Recipients agree to pay Complainant the sum total of forty-one thousand five hundred dollars (\$41,500) within fourteen (14) days of the Effective Date of this Agreement. Payment will be in the form of a business check made payable to “Fair Housing Advocates of Northern California” and mailed to Complainant at 1314 Lincoln Ave., Ste A, San Rafael, CA 94901, via U.S. certified mail or other delivery service with tracking capability. Respondents/Recipients agree that the payment will not be derived from funding classified as Federal Financial Assistance.²

² Forms of Federal Financial Assistance are defined in 7 CFR Part 15b.

To show compliance with paragraph G16, Respondents/Recipients will provide a copy of the check and the tracking information to the Department and the USDA within twenty-one (21) days of the Effective Date of this Agreement. The copies shall be sent to the Department and the USDA at the email addresses specified in paragraph J36 of this Agreement.

H. Relief in the Public Interest

17. 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 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.
18. Respondents/Recipients acknowledge that Section 818 of 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, and further agree to refrain from engaging in such activities.
19. Respondents/Recipients acknowledge that 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 therewith, on the basis of disability. Respondents/Recipients acknowledge their legal obligation to refrain from discriminating 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 therewith, because of disability.
20. Respondents/Recipients acknowledge that subsection 804(f)(3)(B) of the Act makes it unlawful to refuse to make reasonable accommodations in the rules, policies, practices, or services, when such accommodations may be necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling. Respondents/Recipients acknowledge their legal obligation to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with disability equal opportunity to use and enjoy housing.
21. Respondents/Recipients acknowledge and agree that reasonable accommodation requests can be made orally or in writing, and that they must give consideration to requests even if the requestor does not use their designated form. Additionally, Respondents/Recipients understand that the Act and Section 504 do not prescribe a uniform procedure for requesting a reasonable accommodation. To request an accommodation, an individual need not mention the Act, Section 504 or use the phrase "reasonable accommodation." In general, a requestor should make clear that they are requesting that an exception, change, adjustment, or modification be made to a rule, policy, practice, service, building or dwelling unit because they have a disability.

22. Respondents/Recipients acknowledge and agree that the Act and Section 504 do not require reasonable accommodation requests to be made at a particular time, and that reasonable accommodation requests may be made at any time during the application process or tenancy. Respondents/Recipients further acknowledge and agree that reasonable accommodation requests may be made at any time during the eviction process, including at trial, and up until such time that the tenant vacates the property.
23. Respondents/Recipients acknowledge and agree that when evaluating reasonable accommodation requests under the Act or Section 504, medical verification may be requested only if the disability and/or need for the accommodation is not obvious and apparent. Respondents/Recipients acknowledge and agree that such verification may come from a doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability.
24. Respondents/Recipients acknowledge their legal obligation to process any and all future requests made by or on behalf of applicants and/or residents for reasonable accommodation in a timely manner, in accordance with its policies and procedures as revised in paragraph H31 below, and in compliance with Section 504 and its implementing regulations, the Act and its implementing regulations, and in accordance with the Joint Statement of HUD and the Department of Justice on Reasonable Accommodations Under the Fair Housing Act, available at https://www.hud.gov/sites/documents/DOC_7771.PDF, and as applicable, FHEO Notice FHEO-2020-01 entitled "Assessing a Person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act," available at: <https://www.hud.gov/sites/dfiles/PA/documents/HUDAsstAnimalNC1-28-2020.pdf>. Respondents/Recipients further agree to respond to all such requests in writing.
25. Respondents/Recipients acknowledge and agree that any type of animal may qualify as an assistance animal under the Act and/or Section 504 even if the animal does not have specific training.
26. Respondents/Recipients acknowledge and agree that they may not limit the breed or size of an assistance animal. Respondents/Recipients further acknowledge and agree that they may not deny an assistance animal to which an applicant or tenant is otherwise entitled unless they have reliable evidence that the specific assistance animal poses a direct threat to the health or safety of others or would cause substantial physical damage to the property, and the direct threat cannot be eliminated or reduced to an acceptable level. Nothing in this paragraph prevents Respondents/Recipients from denying a request for an assistance animal if the presence of the animal would present a fundamental alteration to Respondents/Recipients property or programs.
27. Respondents/Recipients acknowledge and agree that they may not charge a deposit, fee, or surcharge for an assistance animal.

28. Respondents/Recipients acknowledge and agree that individuals with disabilities who warrant assistance animals under the Act and/or Section 504 may be entitled to their own assistance animals depending on the circumstances. Respondents/Recipients may inquire as to whether an existing animal in the household may accommodate the disabilities of multiple individuals; however, if credible verification is provided showing that each individual requires their own assistance animal, Respondents/Recipients must allow same. Respondents/Recipients may not require household members with disabilities to share an assistance animal or require an individual with a disability who warrants an assistance animal under the Act and/or Section 504 to use a shared animal as an assistance animal if reliable verification is provided that each individual requires their own animal.
29. Respondents/Recipients acknowledge that Section 504 provides that no otherwise qualified individual with disabilities shall, solely by reason of their 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 abide by and agree to comply with all of the provisions of Section 504, the Department's implementing regulations at 24 CFR Part 8 *et seq.*, and the USDA's implementing regulations at 7 CFR Part 15b *et seq.* including, but not limited to:
- a. 24 CFR § 8.6(a)(1)(2); 7 CFR § 15b.4(d) - Communications
 - The Regulation requires that 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 § 8.53(a); 7 CFR § 15.6(a) - Designation of responsible employee (Section 504 Coordinator).
 - The Regulation requires that recipients that employ fifteen (15) or more persons shall designate at least one (1) person to coordinate its efforts to comply with this part.
 - c. 24 CFR § 8.53(b); 7 CFR § 15b.6(b) - Adoption of grievance procedures.
 - The Regulation requires that recipients that employ fifteen (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 § Section 8.54(a); 7 CFR § 15b.7(a)-(b) - Notice.
 - The Regulation provides that recipients that employ fifteen (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 disability.

It is understood that prior to execution of this Agreement, Respondents/Recipients provided the Department with documentation showing compliance with paragraph H29 and subparts a – d as to Parkwood Apartments, Crossroads Apartments and Gravenstein North Apartments. Respondents/Recipients will provide the USDA with documentation of compliance with this paragraph and its subparts as to Oak Ridge Senior Apartments within thirty (30) days of the Effective Date of this Agreement. Documentation shall be sent to the USDA at the email address in paragraph J36 below.

30. Respondents/Recipients BHDC and BHMC shall post on their websites, at their corporate office, and in every management or leasing office in a location where it can be viewed by current and prospective tenants, a non-discrimination notice that complies with 24 CFR 8.54(a) and 7 CFR 15b.7(a) that includes the contact information, including the phone number and email address, of their Section 504 Coordinator. Respondents/Recipients BHDC and BHMC shall also post and maintain a HUD fair housing poster in the corporate office, and all physical locations where they conduct leasing activities in a location where the poster can be viewed by current and prospective tenants. The HUD fair housing poster is available at https://www.hud.gov/sites/documents/DOC_7802.PDF. Both the non-discrimination notice and the fair housing poster shall be displayed in English and Spanish.

Evidence of compliance, such as photographs and a screenshot of Respondents/Recipients' websites, shall be submitted to the Department and the USDA at the email addresses located in paragraph J36 within sixty (60) days of the Effective Date of this Agreement.

31. Respondents/Recipients BHDC and BHMC agree to review and revise their reasonable accommodation and modification policies, letters, and forms, as necessary to comply with the Act and the Department's implementing regulations, and Section 504 and its implementing regulations, and as necessary to ensure consistency with the Joint Statements of HUD and the Department of Justice on "Reasonable Accommodations under the Fair Housing Act" available at: <https://www.hud.gov/sites/dfiles/FHEO/documents/huddojstatement.pdf>, and "Reasonable Modifications under the Fair Housing Act," available at: https://www.hud.gov/sites/documents/reasonable_modifications_mar08.pdf, and as applicable, HUD's FHEO Notice 2020-01, "Assessing a Person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act," ("FHEO Notice 2020-01") available at: <https://www.hud.gov/sites/dfiles/PA/documents/HUDAsstAnimalNC1-28-2020.pdf> ("Revised Policies and Documents"). Specifically:
 - a. "MP #802 - Reasonable Accommodations" shall, at a minimum, be revised to:

1. State, in Paragraph 1 on Page 1, that residents and/or applicants are not required to complete the reasonable accommodation request form, and that all requests for reasonable accommodation and/or modification must be accepted and processed regardless of whether the request is made using the form, in writing in some other format, or orally. Paragraph 1 shall also include instructions for staff on how to memorialize oral requests.
2. Remove, on Page 2, the phrase “choose not to ask” from the sentence, “If disability/need is obvious or known to you, you may choose not to ask for any additional information about his/her disability or need for the requested accommodation,” and substitute the phrase “not ask.”
3. Replace the phrase “third-party professional” with “third-party verifier” throughout the document and define “third-party verifier” to be a doctor or medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability.
4. State, in Paragraph 2 on Page 2, that the disability must be verified according to the criteria located within the yellow text box entitled “Verification Guidelines,” and further state that if an individual has submitted a letter from a third-party verifier that does not contain sufficient information of the requestor’s disability and/or disability-related need, staff should inform the requestor and give them the option of either obtaining another letter from a third-party verifier or completing Respondents/Recipients’ Reasonable Accommodation Certification Form. Respondents/Recipients shall also revise the directive that “the letter MUST state that a disability exists” with a statement that the letter shall provide information from which staff can conclude that the person has a disability as defined by the Act, but that the letter does not need to include a diagnosis or the word “disability.” The definition of disability shall be included after this statement.
5. Require staff to process reasonable accommodation and modification requests within in a timely manner, which may vary depending on the nature of the request and the response of the requester, the verifiers, and any other third parties such as contractors. At a minimum, Respondents should acknowledge receipt of a request within three (3) business days and follow up with the requestor as to status within two weeks of acknowledgment of receipt.
6. State, in the instructions regarding requests for assistance animals, that staff may ask the requestor to identify the type of animal if it is unclear from the request.
7. State that the requestor shall provide documentation that the animal is licensed and vaccinated in accordance with the laws applicable in the jurisdiction in which the property is located, but that the requestor does not need to provide documentation that the animal is spayed or neutered. Further state that whether the animal is spayed or neutered will not be grounds for withholding approval of an accommodation request.

- b. The “Request for a Reasonable Accommodation” form shall, at a minimum, be revised to:
1. State, in Paragraph 3, that verification of disability and/or disability-related need may come from a doctor or medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability.
 2. State that, in lieu of providing the name of a third-party verifier and signing the included release of information, the requestor may instead submit a letter signed by a third-party verifier that verifies their disability and disability-related need for the requested accommodation. Further, disclose that, if the requestor lists a third-party verifier and signs the form, such third-party verifier may be contacted to confirm authenticity of any information provided or other information that may be needed with respect to the request in compliance with all applicable laws.
- c. The “Accommodation Animal Registration Form” shall, at a minimum, be revised to:
1. State that information provided with respect to breed and whether the animal is spayed or neutered will not be grounds for withholding approval of an accommodation request.
 2. State that providing a veterinarian’s name and contact information is optional.
 3. Remove the statement that the form must be updated annually, and replace it with a statement that a new form must be submitted if a new animal has been obtained, the license has expired, or an animal is past due on its rabies vaccination. Nothing in this paragraph is intended to prevent Respondents/Recipients BHDC and BHMC or their agents from asking residents on an annual basis to review the form and voluntarily update the name and contact information for the veterinarian and emergency caretaker(s) if no longer correct.
- d. The “Accommodation Animal Agreement” shall, at a minimum, be revised to:
1. Provide residents with at least thirty (30) days from the date on which they have requested a reasonable accommodation for an assistance animal to provide any necessary third-party verification, the Accommodation Animal Registration Form, and proof of any required vaccinations or animal license.
 2. Remove the requirement in Paragraph 1 that residents complete a Request for Reasonable Accommodation form and Veterinarian’s Certification.
 3. Remove the requirement in Paragraph 2 that residents submit a Veterinarian’s Certification and instead state that assistance animal owners will be required to provide proof of any vaccinations required by state or local law.
 4. Modify the language in Paragraph 9 related to dangerous animals to reflect the Department’s guidance in FHEO Notice 2020-01, which states that a

housing provider is not required to permit an assistance animal on the property if there is particularized evidence that the assistance animal constitutes a direct threat to the health or safety of other individuals or whose presence would result in substantial physical damage to the property of others, and the direct threat cannot be eliminated or reduced to an acceptable level through actions the owner takes to maintain or control the animal, or where the animal presents a fundamental alteration to the property or the program. Further, modify the language in Paragraph 9 related to unattended animals to state that animals may not be left unattended and that management may contact Animal Control if an unattended animal is causing a nuisance and management is unable to identify and locate the animal's owner within a reasonable amount of time or if management reasonably believes the animal is being abused.

5. Remove subpart b from Paragraph 10 and modify the paragraph to reflect the Department's guidance in FHEO Notice 2020-01, which states that individuals may meet their obligations to care for their animal and comply with the terms of their lease with the help of family, friends, volunteers, or service providers if they are unable to do so on their own.
6. Modify Paragraph 11 to state that Animal Control may be contacted and granted access to the premises to remove the animal if the resident is unable to care for the animal and has not made other arrangements for the care of the animal.
7. Modify Paragraph 12 to state that an individual who seeks to replace an already approved assistance animal will not be required to submit updated third-party verification, but that, depending on the circumstances, management may require additional third-party verification if the individual seeks to add an additional assistance animal to the household.
8. Modify Paragraph 13(a) to read that the number of accommodation animals is limited to one (1) per household absent verification from a credible third party that more than one animal is necessary to accommodate the needs of one or more disabled individuals within the household.
9. Modify Paragraph 13(b) to provide that generally, only animals commonly kept in households such as a dog, cat, small bird, rabbit, hamster, gerbil, other rodent, fish, turtle, or other small domesticated animal that is traditionally kept in the home for pleasure rather than for commercial purposes shall be permitted. Reptiles (other than turtles), barnyard animals, monkeys, kangaroos, and other non-domesticated animals will not be allowed unless there is a disability-related need for the specific animal or the specific type of animal.
10. Modify Paragraph 14 to remove the indemnification language and reflect that the resident is responsible for all actual and consequential damages caused by any animal they choose to bring on the premises.

- e. Respondents/Recipients shall modify the “Veterinarian’s Certification” to remove inquiries regarding temperament and whether the animal is declawed and will permit alternative credible documentation in lieu of the Veterinarian’s Certification to verify information relating to vaccinations, licensing and whether the animal is spayed or neutered. The Veterinarian’s Certification shall also state that Assistance Animals are not required to be spayed or neutered.
- f. The “Reasonable Accommodation Denial Notice” shall be revised to include a notice to the requestor that they have a right to dispute a denial of a reasonable accommodation or modification request by filing a grievance pursuant to Respondents/Recipients’ Section 504 grievance procedures. The notice shall include a reasonable timeframe for filing the grievance, the procedures used for filing and processing the grievance, and the name and contact information of the Section 504 Coordinator.
- g. The “Checklist for Reasonable Accommodations” shall be revised to reflect the changes made to Respondents/Recipients’ policies, forms, and letters pursuant to this paragraph and its subparts.

To show compliance with paragraph H31 and subparts a – g, Respondents/Recipients BHDC and BHMC shall submit copies of the Revised Policies and Documents to the Department for review within ninety (90) days of the Effective Date of this Agreement. Within thirty (30) days of receiving feedback from the Department on the Revised Policies and Documents, Respondents/Recipients BHDC and BHMC will implement the Revised Policies and Documents at all residential rental properties that they own and/or manage and shall provide written notice of the Revised Policies and Documents to all employees who interact with or make housing-related decisions concerning applicants and/or residents at these residential rental properties (“Notice of Revised Policies and Documents”). Within one hundred thirty (130) days of the Effective Date of this Agreement, Respondents/Recipients BHDC and BHMC will submit to the Department at the email address listed in paragraph J36 below a copy of the Notice of Revised Policies and Documents and proof that it was distributed to employees as specified above.

32. It is understood that on June 8, 2021, Respondent/Recipient BHMC’s employee Bonnie Maddox sent an email to two email groups (grpJustProperties@burbankhousing.org and grpRegionalManagers@burbankhousing.org) entitled “Tuesday June 8 2021 Just Properties Email Blast”. It is further understood that this email directed its recipients not to add an alternative accommodation for dogs or cats to the certification form sent to health care providers, but advised instead that they should “suggest a bird, small furry creature, fish, etc. to your resident when they are making their initial request” for an assistance animal. Respondents/Recipients BHDC and BHMC shall send an email to the same email lists rescinding this directive and instead instructing employees that they may not recommend or otherwise suggest that an individual obtain a specific type of assistance animal.

To show compliance with paragraph H32, within fourteen days (14) days of the Effective Date of this Agreement, Respondents/Recipients BHDC and BHMC will submit to the Department at the email address listed in paragraph J36 below a copy of the email rescinding the June 8, 2021 directive.

33. It is understood that prior to the execution of the Agreement, Respondent/Recipient James Perez, along with all employees of Respondents/Recipients BHDC and BHMC who interact with and/or who make housing-related decisions regarding participants in and/or applicants in any of Respondents/Recipients' housing programs, attended the fair housing class conducted by the Department's Region IX Office of Fair Housing and Equal Opportunity on April 4, 2023.

I. Monitoring

34. The Department shall monitor compliance with the terms and conditions regarding the Act as specified in this Agreement. The Department shall also monitor compliance with the terms and conditions regarding Section 504 as it pertains to Parkwood Apartments, Crossroads Apartments and Gravenstein North Apartments, as specified in this Agreement. The USDA shall monitor compliance with the terms and conditions regarding Section 504 as it pertains to Oak Ridge Senior Apartments, as specified in this Agreement. As part of such monitoring, the Department and the USDA may inspect Respondents/Recipients' property identified in Section A of this Agreement, interview witnesses, and copy pertinent records of the Respondents/Recipients. Respondents/Recipients agree to provide full cooperation in any monitoring review undertaken by the Department and/or the USDA to ensure compliance with this Agreement.
35. HUD and USDA agree to the sharing of documents and information related to monitoring the Agreement consistent with the *Memorandum of Understanding between the U.S. Department of Agriculture and the U.S. Department of Housing and Urban Development* (July 11, 1998).

J. Reporting and Record Keeping

36. All certifications and documentation of compliance with the terms of this Agreement that must be submitted to the Department shall be submitted via e-mail to Janice McConico at janice.m.mcconico@hud.gov.

All certifications and documentation of compliance with the terms of this Agreement that must be submitted to the USDA should be submitted via e-mail to the following contact below:

Karen Ward, Esq., Acting Director
Civil Rights Office - Rural Development

U.S. Department of Agriculture
karen.ward@usda.gov

K. Consequences of Breach

37. Failure by the Department or the USDA to enforce this entire Agreement or any provision in the Agreement with regard to any deadline or any other provision herein shall not be construed as a waiver of its right to do so with regard to other deadlines and provisions of this Agreement. Furthermore, failure by the Department or the USDA to enforce this entire Agreement or any provision thereof shall not be construed as a waiver of any obligation of Respondents/Recipients under this Agreement.
38. Respondents/Recipients understand that if the Department or the USDA have reasonable cause to believe that Respondents/Recipients have breached this Agreement, the Department or the USDA 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).
39. Respondents/Recipients 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 or the jurisdiction of the USDA.

Conciliation Agreement/Voluntary Compliance Agreement
Fair Housing Advocates of Northern California v. Burbank Housing Management Corporation, et al.
NAME REDACTED v. Burbank Housing Management Corporation, et al.
HUD/USDA Case Nos. 09-22-0241-8, 09-22-0241-4, 09-22-0242-4 and 2022-08-00012799

COMPLAINANT'S SIGNATURE

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

Caroline Peattie, Executive Director
On behalf of Fair Housing Advocates of Northern California
(Complainant)

Date

RESPONDENTS/RECIPIENTS' SIGNATURES

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

Lawrance Florin, Chief Executive Officer
On behalf of Burbank Housing Management Corporation
(Respondent/Recipient) Date

Lawrance Florin, Chief Executive Officer
On behalf of Burbank Housing Development Corporation
(Respondent/Recipient) Date

Lawrance Florin, Chief Executive Officer of Burbank Housing
Development Corporation, Managing Member
On behalf of BHDC Parkwood Apartments, LLC
(Respondent/Recipient) Date

Lawrance Florin, Chief Executive Officer of Burbank Housing
Development Corporation, Co-General Partner
On behalf of Oak Ridge Apartments Associates LP
(Respondent/Recipient) Date

Michael Limb, Member Domus Development, LLC
Co-General Partner
On behalf of Oak Ridge Apartments Associates LP
(Respondent/Recipient) Date

James Perez
(Respondent) Date

Conciliation Agreement/Voluntary Compliance Agreement
Fair Housing Advocates of Northern California v. Burbank Housing Management Corporation, et al.
NAME REDACTED v. Burbank Housing Management Corporation, et al.
HUD/USDA Case Nos. 09-22-0241-8, 09-22-0241-4, 09-22-0242-4 and 2022-08-00012799

APPROVAL

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

Karen Ward, Esq., Acting Director
Civil Rights Office - Rural Development
U.S. Department of Agriculture

Date

Winona Lake Scott or Delegate
Executive Director
Center for Civil Rights Operations
Office of the Assistant Secretary for Civil Rights
U.S. Department of Agriculture

Date

Conciliation Agreement/Voluntary Compliance Agreement
Fair Housing Advocates of Northern California v. Burbank Housing Management Corporation, et al.
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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.

Kenneth J. Carroll
Regional Director
Office of Fair Housing and Equal Opportunity (FHOO)

Date