



**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**OFFICE OF FAIR HOUSING AND EQUAL OPPORTUNITY**

**VOLUNTARY COMPLIANCE AND CONCILIATION AGREEMENT**

Between

**NAME REDACTED**

**Complainant**

and

Ka Hale A Ke Ola Homeless Resource Centers, Inc.

County of Maui

Monique Ibarra

Mary Nakooka

Edna Kama

Cameron Konanui

**Respondents/Recipients**

Under

Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act)  
Section 109 of the Housing and Community Development Act of 1974 (Section 109)

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

Title II of the Americans with Disabilities Act of 1990, as amended (ADA)

FHEO CASE NUMBERS: **09-21-5673-8, 09-21-5673-9,**  
**09-21-5673-4, and 09-21-5673-D**

FHEO CASE NAME: **NAME REDACTED** v. **KHAKO, County of Maui, et al.**

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

Effective Date of Agreement:

Expiration Date of Agreement:

## **A. PARTIES**

### **Complainant**

Ms. **NAME REDACTED**  
c/o Rebecca Leibowitz, Esq.  
Dan O'Meara, Esq.  
Legal Aid Society of Hawaii  
924 Bethel Street  
Honolulu, HI 96813

### **Respondents/Recipients**

Ka Hale A Ke Ola Homeless Resource Centers, Inc. (KHAKO)  
Monique Ibarra  
Mary Nakooka  
Edna Kama  
Cameron Konanui  
670 Waiale Road  
Wailuku, HI 96793

County of Maui  
200 S. High Street  
Wailuku, HI 96793

### **Subject Project and Subject Property**

KHAKO Westside Center  
15 Ipu 'Aumakua Lane  
Lahaina, HI 96761

## **B. STATEMENT OF FACTS**

The United States Department of Housing and Urban Development (the "Department" or "HUD") pursuant to its law enforcement responsibilities under the authorities of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Act of 1988 (the "Act"), and HUD's implementing regulations at 24 CFR Part 100, investigated a complaint filed on June 4, 2021, by Complainant **NAME REDACTED** alleging that Ka Hale A Ke Ola Homeless Resource Centers, Inc. ("KHAKO"), and its employees Monique Ibarra (formerly Monique Yamashita), Executive Director, Mary Nakooka, Housing Program Manager, Edna Kama, Westside Operations

Manager, Cameron Konanui, former Operations Staff, and the County of Maui, Owner of the subject property (hereinafter collectively “Respondents/Recipients”) violated Subsections 804(a), 804(b), 804(f), 804(f)(3)(B), and Section 818 of the Act, when Respondents/Recipients failed to provide her with reasonable accommodations, subjected her to different terms and conditions, and subjected her to discriminatory acts of harassment and retaliation. The complaint also alleged noncompliance with Section 109 of the Housing and Community Development Act of 1974 (“Section 109”), Section 504 of the Rehabilitation Act of 1973 (“Section 504”), and Title II of the Americans with Disabilities Act (“ADA”).

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

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

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 specifically stated herein, this Conciliation Agreement and Voluntary Compliance Agreement (“Agreement”) shall govern the conduct of the parties to it for a two (2) year period from the effective date of the Agreement, unless an extension is necessary to complete the actions mandated by the Agreement.

### **D. EFFECTIVE DATE**

1. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law, nor a Conciliation Agreement pursuant to the Fair Housing Act, nor a Voluntary Compliance Agreement pursuant to Section 109, Section 504 or Title II of the ADA unless and until such time as it is approved by the Department, through the Fair Housing and Equal Opportunity (“FHEO”) Regional Director or his designee.

2. The Agreement shall become effective on the date on which it is approved by the Department FHEO Regional Director or his designee.

### **E. GENERAL PROVISIONS**

3. The parties acknowledge that this Agreement is a voluntary and full settlement of the dispute set forth within the 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.

4. It is understood that Respondents/Recipients deny any violation of law and that this Agreement does not constitute an admission by Respondents/Recipients or evidence of a determination by the Department of any violation of the Act, Section 109, Section 504, Title II of the ADA, or any other law.

5. The parties agree that, in the interest of speedily concluding this matter, 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 Michael P. Victorino, Mayor, will sign this Agreement on behalf of Respondent/Recipient County of Maui, and Lynn Rasmussen, Board Chair, will sign this Agreement on behalf of Respondent/Recipient KHAKO.

6. This Agreement, subsequent to the approval by the FHEO Regional Director, or his designee, is binding upon Respondents/Recipients, their employees, heirs, successors, assigns, and all others in active concert with Respondents/Recipients in the operation of the subject project and subject property.

7. Pursuant to Section 810(b) (4) of the Act, upon approval of this Agreement by the FHEO Director, or his designee, this is a public document.

8. 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, Section 109, Section 504, Title II of the ADA, or any other complaint within the Department's jurisdiction.

9. 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 to the Agreement are notified in advance of 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 his designee.

## **F. MUTUAL RELEASE**

10. In consideration for the execution of this Agreement and the relief set forth below, Complainant hereby forever waives, releases, and covenants not to sue the Department, Respondents/Recipients or their heirs, executors, assigns, agents, employees and 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 09-21-5673-8 (Title VIII),

09-21-5673-9 (Section 9), 09-21-5673-4 (Section 504), and 09-21-5673-D (ADA) or which could have been filed in any action or suit arising from said subject matter.

11. In exchange for the compliance with the provisions of the Agreement, Respondents/Recipients hereby forever waive, release, and covenant not to sue the Department or Complainant, their heirs, executors, assigns, agents, employees, 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 09-21-5673-8 (Title VIII), 09-21-5673-9 (Section 9), 09-21-5673-4 (Section 504), and 09-21-5673-D (ADA) or which could have been filed in any action or suit arising from said subject matter.

12. This release does not apply to any rights arising from any party's failure to comply with the terms of this Agreement or to other complaints or matters of compliance which may be pending with the Department.

#### **G. NON-RETALIATION**

13. Respondents/Recipients acknowledge that they have an affirmative duty not to discriminate under the Act, Section 109, Section 504, Title II of the ADA, and other authorities, 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, Section 109, Section 504, Title II of the ADA, or other authorities. Respondents/Recipients further acknowledge that any subsequent retaliation or discrimination could constitute both a material breach of this Agreement, and statutory violations of the Act, Section 109, Section 504, and Title II of the ADA.

#### **H. RELIEF for COMPLAINANT**

14. Within thirty (30) days of the effective date of this Agreement, Respondent/Recipient County of Maui will pay Complainant the sum total of ten thousand dollars (\$10,000) in full settlement of any and all claims that Complainant could bring arising out of the allegations underlying the investigation or presented in the complaint. Respondent/Recipient County of Maui will mail a check in the amount of ten thousand dollars (\$10,000) made payable to the "Legal Aid Client Trust Account." Said check shall be mailed to Complainant's Representative, Dan O'Meara, at: Legal Aid Society of Hawaii, 924 Bethel Street, Honolulu HI 96813 via U.S. mail or other delivery service with tracking capability.

14a. To show compliance with paragraph H14, Respondent/Recipient County of Maui will provide a copy of said check and tracking information to the Department within thirty (30) days

of the effective date of this Agreement. The documentation shall be sent to the email address set forth in paragraph K38 below.

15. Within thirty (30) days of the effective date of this Agreement, Respondent/Recipient KHAKO will pay Complainant the consideration set forth in Table A in full settlement of any and all claims that Complainant could bring arising out of the allegations underlying the investigation or presented in the complaint. Respondent/Recipient KHAKO will mail a check in the amount of the consideration made payable to the "Legal Aid Client Trust Account." Said check shall be mailed to Complainant's Representative, Dan O'Meara, at: Legal Aid Society of Hawaii, 924 Bethel Street, Honolulu HI 96813 via U.S. mail or other delivery service with tracking capability.

15a. To show compliance with paragraph H15, Respondent/Recipient KHAKO will provide a copy of said check and tracking information to the Department within thirty (30) days of the effective date of this Agreement. The documentation shall be sent to the email address set forth in paragraph K38 below.

## **I. RELIEF IN THE PUBLIC INTEREST**

### **A. Non-Discrimination in Housing Policy**

16. No later than sixty (60) days after execution of this Agreement, Respondent/Recipient KHAKO shall adopt the Non-Discrimination in Housing Policy attached to this Agreement as "Exhibit A".

### **B. Reasonable Accommodations and Modifications Policy**

17. Upon the execution of this Agreement, Respondents/Recipients agree to provide reasonable accommodations in rules, practices, or services, at any time when such accommodations may be necessary to afford persons with disabilities equal opportunities to access, use, enjoy, and participate in Respondents'/Recipients' programs and activities. Respondents/Recipients further agree to process any and all requests for reasonable accommodations in a timely manner that complies with the Act, and the Department's implementing regulations at 24 CFR part 100 et. seq. and Section 504 and the Department's regulations at 24 CFR part 8 et. seq., and is consistent with the Joint Statement of HUD and the Department of Justice on "Reasonable Accommodations Under the Fair Housing Act," available here: <https://www.hud.gov/sites/dfiles/FHEO/documents/huddojstatement.pdf>

17a. Respondents/Recipients acknowledge that, while the Act requires the tenant to pay for any costs associated with a reasonable modification, under Section 504, requests for reasonable modifications are to be processed as requests for reasonable accommodation, and thus the cost of any disability-related modification at properties that receive federal financial assistance is the responsibility of the property owner unless the cost poses an undue financial and administrative burden.

18. No later than sixty (60) days after execution of this Agreement, Respondent/Recipient KHAKO shall submit to the Department for review and comment a proposed Reasonable Accommodations and Modifications Policy.

19. Within thirty (30) days after the Department has reviewed and commented on Respondent/Recipient KHAKO's Proposed Reasonable Accommodations Policy, Respondent/Recipient KHAKO shall modify the Proposed Reasonable Accommodations Policy ("Policy") as necessary to ensure that it complies with the Act, Section 504, and the ADA, and adopt and implement the Policy; Respondent/Recipient KHAKO shall also provide proof to the Department that it has adopted and implemented the Policy.

### **C. KHAKO's Stand-Alone Policies and Procedures**

20. No later than sixty (60) days after execution of this Agreement, Respondent/Recipient KHAKO shall submit to the Department for review and comment KHAKO's Stand-Alone Policies and Procedures concerning placement of transgender individuals and addressing harassment and sexual harassment complaints made by KHAKO guests. Within thirty (30) days after the Department has reviewed and commented on Respondent/Recipient KHAKO's Stand-Alone Policies and Procedures, Respondent/Recipient KHAKO shall modify its Stand-Alone Policies and Procedures as necessary to ensure that they comply with the Act, Section 504, the ADA, and relevant HUD's regulations, including 24 CFR § 100.65 and 24 CFR §100.7, and adopt and implement these Stand-Alone Policies and Procedures. Respondent/Recipient KHAKO shall also provide proof to the Department that it has adopted and implemented these Stand-Alone Policies and Procedures.

### **D. KHAKO's Grievance Policy and Procedures**

21. No later than sixty (60) days after execution of this Agreement, Respondent/Recipient KHAKO shall submit to the Department for review and comment KHAKO's revised and updated Grievance Policy and Procedures that ensure full and fair consideration is given to all grievances made prior to terminating KHAKO guests from its programs and activities; that include an option

for guests to advance their grievances to Respondent/Recipient County of Maui's Fair Housing, Section 504, and ADA Coordinators; and that include contact information for such Coordinators. Respondent/Recipient KHAKO's Grievance Policy and Procedures shall indicate that within ten (10) calendar days of receipt of fair housing and civil rights grievances from its guests, Respondent/Recipient KHAKO will provide notification to and confer with Respondent/Recipient County of Maui's Fair Housing, Section 504, and ADA Coordinators for guidance and technical support and assistance with handling of such grievances. Within thirty (30) days after the Department has reviewed and commented on Respondent/Recipient KHAKO's Grievance Policy and Procedures, Respondent/Recipient KHAKO shall modify its Grievance Policy and Procedures as necessary to ensure that they comply with the Act, Section 504, the ADA, and relevant HUD regulations, and adopt and implement its Grievance Policy and Procedures. Respondent/Recipient KHAKO shall provide proof to the Department that it has adopted and implemented its updated Grievance Policy and Procedures.

#### **E. Posting and Distribution**

22. No later than one hundred and twenty (120) days after execution of this Agreement, Respondent/Recipient KHAKO shall submit to the Department proof that KHAKO's Reasonable Accommodations and Modifications Policy, and its Grievance Policy and Procedures have been posted in common areas at the subject property frequented by KHAKO guests such as the cafeteria, outside of the offices, where other postings for KHAKO guests are currently located, and on Respondent/Recipient KHAKO's website. KHAKO shall submit to the Department proof that KHAKO's updated Grievance Policy and Procedures will allow for electronic submissions of grievances at KHAKO's website, and that Respondent/Recipient KHAKO will provide Wi-Fi internet access to its guests for the purpose of accessing KHAKO's policies and procedures and submitting grievances electronically.

23. No later than one hundred and twenty (120) days after execution of this Agreement, Respondent/Recipient KHAKO shall submit to the Department proof that KHAKO's Reasonable Accommodations and Modifications Policy, and its Grievance Policy and Procedures has been provided to all current KHAKO guests and will be provided to future KHAKO guests by giving them paper copies of these policies and procedures.

#### **F. Trainings**

24. Respondent/Recipient KHAKO shall send its employees to Fair Housing training once each calendar year during the two-year term of this Agreement. Respondent/Recipient County of Maui will send its Fair Housing, Section 504, and ADA coordinators to one day of Fair Housing training once in each calendar year of 2022 and 2023. Respondents/Recipients shall attend the entire duration of the Fair Housing trainings and shall verify attendance with the Department no later than thirty (30) business days after attending said trainings. Respondents/Recipients may contact HCRC

at HCRC's main fax number at: (808) 586-8655 or by email at: DLIR.HCRC.INFOR@hawaii.gov as a secondary contact as needed.

25. Before the end of the calendar year of 2022, Respondent/Recipient KHAKO will source, coordinate, and facilitate a separate training for its employees which will cover the areas of Harm Reduction, Transgender Sensitivity, Trauma Informed Care and Disability Sensitivity best practices developed in consultation with qualified experts. Respondent/Recipient KHAKO will submit the proposed curriculum for said training to the Department for review and approval at least thirty (30) days prior to conducting said training. Upon completion of this training Respondent/Recipient KHAKO will provide proof to the Department showing that its employees have completed this training.

25.a Respondent/Recipient County of Maui will provide its Fair Housing, Section 504, and ADA coordinators Harm Reduction, Transgender Sensitivity, Trauma Informed Care and Disability Sensitivity best practices training once during the two-year term of this Agreement. Respondent/Recipient County of Maui will submit the proposed curriculum for said training to the Department for review and approval at least thirty (30) days prior to conducting said training. Upon completion of this training Respondent/Recipient County of Maui will provide proof to the Department showing that its Fair Housing, Section 504, and ADA coordinators have completed this training.

## **G. Non-Discrimination Acknowledgments**

26. Respondents/Recipients acknowledge that the Act makes it unlawful to discriminate on the basis of disability, color, national origin, religion, sex, familial status, and race and agree to refrain from discriminating against any person on the basis of disability, national origin, color, race, sex, religion, and familial status as protected under federal law.

27. Respondents/Recipients 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, and further agree to refrain from engaging in such activities.

28. Respondents/Recipients acknowledge that under Section 818 of the Act, and set forth in 24 CFR § 100.65, it is unlawful to subject a person to harassment because of race, color, national origin, religion, sex, familial status, and disability that has the effect of imposing different terms, conditions, or privileges relating to the sale or rental of a dwelling or denying or limiting services of facilities in connection with the sale or rental of a dwelling, and it is unlawful to condition the

terms, conditions, or privileges relating to the sale or rental of a dwelling or deny or limit the services or facilities in connection therewith, on a person's response to harassment because of race, color, national origin, religion, sex, familial status, and disability.

29. Respondents/Recipients acknowledge that they have an obligation to take prompt action to end discriminatory housing practices under Section 818 of the Act and as set forth in 24 CFR § 100.7. Pursuant to these provisions, a person is directly liable for the person's own conduct that results in a discriminatory housing practice; failing to take prompt action to correct and end a discriminatory housing practice by a third-party, where the person knew or should have known of the discriminatory conduct and had the power to correct it. Respondents/Recipients additionally acknowledge that under these provisions, a person is vicariously liable for a discriminatory housing practice by the person's agent or employee, regardless of whether the person knew or should have known of the conduct that resulted in a discriminatory housing practice, consistent with agency law.

30. Respondents/Recipients agree to process all complaints of harassment based upon sex, disability, familial status, race, religion, national origin or color, received from applicants, guests, tenants, residents, program participants, and/or employees in accordance with their harassment complaint policies and procedures, the Act, and HUD's implementing regulations.

31. Section 109 prohibits discrimination on the basis of race, color, sex, religion, or national origin in any program or activity funded in whole or in part with funds made available under the Housing and Community Development Act of 1974. Respondents/Recipients acknowledge that they receive federal funds and are required, and agree, to comply with the provisions of Section 109 and HUD's implementing regulations set forth at 24 CFR Parts 6, 8, 570.

32. Respondents/Recipients acknowledge that Section 504 provides that no otherwise qualified individual with handicaps shall, solely by reason of his or her handicap, 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 as recipients of federal financial assistance they are obligated to abide by and 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 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 Respondents/Recipients to designate at least one (1) person to coordinate its efforts to comply with Section 504.
- c. 24 CFR Part 8, Section 8.53(b) - Adoption of grievance procedures.
- The Regulation requires Respondents/Recipients to 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 Section 504.
- d. 24 CFR Part 8, Section 8.54(a) - Notice.
- The Regulation requires Respondents/Recipients to take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap (disability).

33. Respondents/Recipients further acknowledge that Title II of the ADA protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities, and extends the prohibition on discrimination established by Section 504 to all activities of State and local governments regardless of whether these entities receive federal financial assistance. Respondent/Recipient County of Maui operates a Public Housing Agency. Respondent/Recipient County of Maui acknowledges that it is obligated to abide by and agree to comply with the provisions of Title II of the ADA:

- a. 28 CFR Part 35, Section 35.106 - Notice.
- The ADA requires Respondent/Recipient County of Maui to take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees, including those with impaired vision or hearing, and unions or professional organizations holding collective bargaining or professional agreements with Respondent/Recipient County of Maui that it does not discriminate on the basis of handicap (disability) in violation of Title II of the ADA.
- b. 28 CFR Part 35, Section 35.107(a) - Designation of responsible employee. (ADA Coordinator).
- The ADA requires Respondent/Recipient County of Maui to designate at least one (1) person to ensure compliance with the provisions of Title II of the ADA. Respondent/Recipient County of Maui has confirmed to the Department that they have a designated ADA Coordinator.
- c. 28 CFR Part 35, Section 35.107(b) - Adoption of grievance procedures.

- The ADA requires Respondent/Recipient County of Maui to adopt a grievance procedure that provides prompt and equitable resolution of complaints alleging any action prohibited by the provisions of Title II of the ADA.

d. 28 CFR Part 35, Section 35.161 - Telecommunication devices for the deaf.

- The Regulations require Respondent/Recipient County of Maui to 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.

## **J. MONITORING**

34. The Department shall monitor compliance with the terms and conditions specified in this Agreement. As part of such monitoring, the Department may interview witnesses and copy pertinent records of Respondents/Recipients. Respondent/Recipient KHAKO will provide any of its self-testing policies and procedures, and results from its self-testing of staff to the Department for review and comment within thirty (30) days after the completion of any self-testing.

35. Respondents/Recipients agree to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

## **K. RECORDING AND RECORD KEEPING**

36. Within one hundred twenty (120) calendar days of the effective date of this Agreement and every first day of the fourth month thereafter during the two-year pendency of this Agreement, Respondent/Recipient KHAKO will provide written reports to the Department, and to Respondent/Recipient County of Maui that give the status of actions taken in the following areas:

- a. Fair Housing, Harm Reduction, Transgender Sensitivity, Trauma Informed Care, and Disability Sensitivity best practices trainings attended which includes individuals' names, titles and or positions.
- b. Reasonable Accommodation and Reasonable Modification requests detailing the acknowledgments, responses, and interactive steps taken and the outcomes.
- c. Grievances received, processed, and the outcomes.
- d. Internal Self-Testing results.

37. This Agreement contains specific actions that are required of Respondents/Recipients. These actions must be completed within the specified timeframes and the Department must verify satisfactory completion. It is understood that this Agreement may serve as the parties' sole notice of the required contents and deadlines. It is also understood that the terms set forth in this Agreement are contractual and not merely recital.

38. All required certifications and documentation for compliance with the terms of this Agreement shall be submitted by email only to:

[Jelani.M.Madaraka@hud.gov](mailto:Jelani.M.Madaraka@hud.gov)

#### **L. CONSEQUENCES OF BREACH**

39. The parties understand that if the Department has reasonable cause to believe that Respondents/Recipients 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).

40. The parties 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 109, Section 504, Title II of the ADA, or any other authorities within the Department's jurisdiction.

Voluntary Compliance and Conciliation Agreement  
09-21-5673-8, 09-21-5673-9, 09-21-5673-4, and 09-21-5673-D  
**NAME REDACTED** v. KHAKO, County of Maui, et al.

**COMPLAINANT'S SIGNATURE PAGE**

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

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**NAME REDACTED** \_\_\_\_\_ Date  
Complainant

Approved As to Form:

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Rebecca Leibowitz, Esq. \_\_\_\_\_ Date  
Legal Aid Society of Hawaii  
Fair Housing Enforcement Program  
Attorneys for Complainant

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Dan O'Meara, Esq. \_\_\_\_\_ Date  
Legal Aid Society of Hawaii  
Housing and Consumer Unit  
Attorneys for Complainant

**RESPONDENTS/RECIPIENTS' SIGNATURE PAGE**

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

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Ka Hale A Ke Ola Homeless Resource Centers, Inc. (KHAKO) Date  
By: Lynn Rasmussen  
Its: Board of Directors Chair  
Respondent/Recipient

---

Monique Ibarra, Executive Director, KHAKO Date  
Respondent

---

Mary Nakooka, Housing Program Manager, KHAKO Date  
Respondent

---

Edna Kama, Westside Operations Manager, KHAKO Date  
Respondent

---

Cameron Konanui, former Operations Staff, KHAKO Date  
Respondent

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County of Maui Date  
By: Michael P. Victorino  
Its: Mayor  
Respondent/Recipient County of Maui

Voluntary Compliance and Conciliation Agreement  
09-21-5673-8, 09-21-5673-9, 09-21-5673-4, and 09-21-5673-D  
**NAME REDACTED** v. KHAKO, County of Maui, et al.

Approved As to Form:

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Napoleon L. Taylor, Esq. Date  
Anthony L. Ranken & Associates  
Attorneys for Respondent/Recipient KHAKO

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Brian Bilberry, Esq. Date  
Deputy Corporation Counsel  
Department of the Corporation Counsel  
County of Maui  
Attorneys for Respondent/Recipient County of Maui

Voluntary Compliance and Conciliation Agreement  
09-21-5673-8, 09-21-5673-9, 09-21-5673-4, and 09-21-5673-D  
**NAME REDACTED** v. KHAKO, County of Maui, et al.

**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 this Voluntary Compliance Agreement:**

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

Date

Voluntary Compliance and Conciliation Agreement  
09-21-5673-8, 09-21-5673-9, 09-21-5673-4, and 09-21-5673-D  
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## TABLE A

| <b>Respondent/Recipient</b> | <b>Consideration to be paid Complainant</b> |
|-----------------------------|---|
| KHAKO Westside Center       | Nineteen thousand dollars (\$19,000)        |