

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Office of Fair Housing and Equal Opportunity



VOLUNTARY COMPLIANCE AGREEMENT

and

CONCILIATION AGREEMENT

between

The United States Department of Housing and Urban Development

And

NAME REDACTED

(Complainants)

And

Puerto Rico Public Housing Administration, et al.

(Respondents)

TITLE VIII No.: 02-18-0432-8; 02-18-0431; 02-18-0433-8; 02-18-0434-8
Section 504 No.: 02-18-0065-4; 02-18-0064-4; 02-18-0066-4; 02-18-0067-4
ADA No.: 02-18-0045-D; 02-18-0044-D; 02-18-0046-D; 02-18-0047-D

1. Complainants

NAME REDACTED
ADDRESS REDACTED
San Juan, Puerto Rico 00924

NAME REDACTED
ADDRESS REDACTED
San Juan, Puerto Rico 00924

NAME REDACTED
ADDRESS REDACTED
San Juan, Puerto Rico 00924

NAME REDACTED
ADDRESS REDACTED
San Juan, Puerto Rico 00924

2. Respondents:

Management Administration Service, Inc.
Ave. Muñoz Rivera 894, Suite 201
San Juan, Puerto Rico 00926

Puerto Rico Public Housing Administration
P.O. Box 363188
San Juan, PR 00936-3188

3. Subject Property:

The subject property is a HUD-subsidized public housing project named Cond. El Trébol (“subject property”), which is located in San Juan, Puerto Rico 00924.

II. STATEMENT OF FACTS

4. On June 26, 2018, the Complainants **NAME REDACTED** filed four (4) housing discrimination complaints with the U.S. Department of Housing and Urban Development (the “Department” or “HUD”). The following parties were named as Respondents in these complaints: The Management Administration Service, Inc. (“Respondent MAS”); and Puerto Rico Public Housing Administration (“Respondent PRPHA”).

Complainants are individuals with disabilities who reside at the subject property. Complainants collectively complained about inaccessible living conditions due to lack of elevators service for a prolonged period (over 1 ½ years).

Additionally, the following Complainants individually assert the following covered claims:

NAME REDACTED (elderly-mobility disabled) - 02-18-0432-8.

Complainant **NAME REDACTED** claims that the day before Hurricane Maria, September 19, 2017, at her request Respondent MAS's employees replaced her bathroom's toilet pump. Complainant alleges that the pump was not properly installed, which caused the bathroom to flood and Complainant to have a slip and fall accident. Complainant also alleges that since her residential building has been without elevator service, she has not been able to leave her apartment. As a result, Complainant has been unable to pay her rent and has further had to pay for home delivery of groceries and medicines. Complainant has further been unable to leave her home to fix her vehicle. Additionally, Complainant alleges that Respondents have discriminated by failing to provide maintenance and repair services. As a result, Complainant's kitchen cabinets have become infested with cockroaches and termites; non-potable water is dispensed from her water tank and her apartment has not been painted for over a decade. Her requests for accessible toilet installation have not been fulfilled. Finally, Complainant claims that because her apartment's lack of screens, bees, disease ridden mosquitoes (Zika, Chikungunya, dengue, etc.), and roaches continuously enter her home thereby exposing her to serious health risks which would further compound her disabilities.

NAME REDACTED – Disabled - 02-18-0431.

Complainant alleges having been denied a reasonable accommodation transfer to a lower floor unit along with repair services. As a result, Complainant's kitchen cabinets have become infested with termites.

NAME REDACTED – Disabled - 02-18-0433-8.

Complainant claims that the elderly and disabled residents of his public housing have disabling needs that Respondents must address.

NAME REDACTED – Disabled – 02-18-0434-8.

Complainant claims that it has not been easy for her and her neighbors to leave their apartments and coordinate for home delivery of food, medicines and other life necessities. Complainant also alleges that her elderly disabled father suffered a syncope (loss of consciousness) while going up the stairs to reach her apartment at the 12th floor. Complainant finally alleges Respondents never responded to her petitions for an educational technology center and children's playground to improve the quality of life for children residing at her project.

5. Respondents agree to voluntarily settle the disputed issues in the underlying action by voluntarily entering into the instant Agreement. By entering into this Agreement, the parties intend to amicably resolve and settle the above-described claims by Complainants. It is understood that this Agreement does not attempt to address

Respondents' compliance with all of the issues that may arise under Title VIII of the Civil Rights Act of 1968 as amended in 1988 by the Fair Housing Act ("the Act" or "FHAct"), Section 504 of the Rehabilitation Act of 1973 ("Section 504"), Title II of the Americans with Disabilities Act of 1990 ("ADA") or with any other civil rights statute or discrimination allegation than those specifically described above.

III. TERMS OF AGREEMENT

6. This Voluntary Compliance Agreement and Conciliation Agreement (hereinafter "Agreement") shall be in effect and govern the conduct of the parties to it for a period of three (3) years from the effective date of the Agreement.

IV. EFFECTIVE DATE

7. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law, nor an Agreement pursuant to the Act, unless and until such time as it is approved by the Department through the Office of Fair Housing and Equal Opportunity (FHEO) Region II Director or his designee. This Agreement shall become effective on the date on which it is approved by the FHEO Region II Director or his designee.

V. GENERAL PROVISIONS

8. 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.
9. The Respondents acknowledge having 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. The Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
10. This Agreement, after it has been approved by the FHEO Region II Director or his designee, is binding upon Respondents, their employees, heirs, successors or assigns and all others in active concert with him/her/them in the ownership, operation, or management of the Subject Property.
11. The Parties acknowledge that, pursuant to Section 810(b) (4) of the Act, upon approval of this Agreement by the FHEO Region II Director or his designee, it is a public document.
12. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Respondents made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.
13. No amendment to, modification of, or waiver of any provision 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 Region II Director or his designee.

14. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.
15. The Complainants hereby forever waive, release, and covenant not to sue the Department or the Respondents, 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 Cases Numbers 02-18-0432-8; 02-18-0431; 02-18-0433-8; 02-18-0434-8; 02-18-0065-4; 02-18-0064-4; 02-18-0066-4; 02-18-0067-4; 02-18-0045-D; 02-18-0044-D; 02-18-0046-D; 02-18-0047-D; or which could have been filed in any action or suit arising from said subject matter.
16. The Respondents, hereby forever waive, release and covenant not to sue the Department or the Complainants and their successors, assigns, agents, officers, board members, 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 Cases Numbers 02-18-0432-8; 02-18-0431; 02-18-0433-8; 02-18-0434-8; 02-18-0065-4; 02-18-0064-4; 02-18-0066-4; 02-18-0067-4; 02-18-0045-D; 02-18-0044-D; 02-18-0046-D; 02-18-0047-D or which could have been filed in any action or suit arising from said subject matter.

VI. RELIEF FOR COMPLAINANTS

17. In order to resolve these cases, Respondents will perform the following actions within the below specified timeframes:

NAME REDACTED (elderly- mobility disabled) - 02-18-0432-8

- On May 9, 2018, an accessible toilet was installed by the Respondents as a reasonable modification. The modification was performed in accordance with the Uniform Federal Accessibility Standards (“UFAS”).
- On January 24 and August 4, 2018, Complainant’s apartment was painted in its entirety, with the exception of the ceiling that was painted on November 20, 2018.
- On February 6, 2019, grab bars inside the shower and a drop-down side grab bar by the toilet were installed by the Respondents at Complainant’s bathroom as reasonable modifications. These modifications were performed in accordance with UFAS.
- On March 29, 2019, Complainant’s modification request for screens installment in all windows was granted. Respondents also installed two screen doors in the apartment.
- On April 30, 2019, Respondents installed new pvc kitchen cabinets in Complainant’s apartment.

- All modification costs described above are being borne by Respondents at an estimated cost of four thousand and seventy-two dollars and 41 cents (\$4,072.41).
- Within thirty (30) calendar days of the signatory execution of this Agreement, Respondents will cancel Complainant's outstanding rental debt of seven thousand two hundred and sixty dollars (\$7,260.00). It is further understood that if the Respondents have reported Complainant's debt in the PIH Information Center (PIC) and/or any credit bureau, they will submit correspondence indicating that the reporting was made in error and that the record should be expunged and all debt cleared. Respondents will submit evidence to HUD indicating that these actions have been accomplished within 30 days of completion.
- Within thirty-five (35) days of the signatory execution of this Agreement, Respondents will provide the Complainant with an account statement reflecting that the record has been expunged and that there is no outstanding debt.
- Within thirty (30) calendar days of the signatory execution of this Agreement, Respondents will send a check payable to **NAME REDACTED** in the amount of three thousand dollars (\$3,000.00) to FHEO – San Juan Field Office to the attention of EOS Irma Perez-Pillot, 235 Federico Costa St., Suite 200, San Juan, Puerto Rico 00918 for HUD's subsequent delivery to the Complainant. This compensation is not a recurrent income, and therefore Respondents may not consider it for rent determination purposes.

NAME REDACTED – Disabled - 02-18-0431

- On March 6, 2019, Complainant was transferred to a second-floor unit (Apt. A-103). Respondents MAS paid the amount of \$590.00 for Complainant's move.
- Within forty-five (45) days of the execution of this Agreement, Respondents will install new kitchen cabinets in Complainant's apartment. Respondents understand that, pursuant to the requirements of the **NAME REDACTED** v. *Puerto Rico Public Housing Admn., et al.* 02-17-7245-8 Conciliation Agreement, they are bound to use kitchen cabinet materials that are termite and waterproof, fire retardant, chemical-free and durable, such as PVC.
- Within thirty (30) days of the entry date of this Agreement, Respondents will install screens in Complainant's apartment.
- Within thirty (30) days of the signatory execution of this Agreement, Respondents will paint Complainant's apartment in its entirety, including all doors.
- All modification costs described above are being borne by Respondents at an estimated cost of three thousand one hundred sixty-five dollars and twenty-five cents (\$3,165.25).

- Within thirty (30) calendar days of the signatory execution of this Agreement, Respondents will send a check payable to **NAME REDACTED** in the amount of five thousand dollars (\$5,000.00) to FHEO – San Juan Field Office to the attention of EOS Irma Perez-Pillot, 235 Federico Costa St., Suite 200, San Juan, Puerto Rico 00918 for HUD’s subsequent delivery to the Complainant. This compensation is not a recurrent income, and therefore Respondents may not consider it for rent determination purposes.

NAME REDACTED – Disabled - 02-18-0433-8

- Within thirty (30) days of the signatory execution of this Agreement, Respondents will paint Complainant’s apartment in its entirety, including all doors. This cost is being borne by Respondents at an estimated cost of one hundred eighty-five dollars approximately (\$185.00).
- Within thirty (30) calendar days of the signatory execution of this Agreement, Respondents will send a check payable to **NAME REDACTED** in the amount of three thousand five hundred dollars (\$3,500.00) to FHEO – San Juan Field Office to the attention of EOS Irma Perez-Pillot, 235 Federico Costa St., Suite 200, San Juan, Puerto Rico 00918 for HUD’s subsequent delivery to the Complainant. This compensation is not a recurrent income, and therefore Respondents may not consider it for rent determination purposes.

NAME REDACTED – Disabled – 02-18-0434-8

- Within thirty (30) calendar days of the signatory execution of this agreement, Respondents will send a check payable to **NAME REDACTED** in the amount of five thousand dollars (\$5,000.00) to FHEO – San Juan Field Office to the attention of EOS Irma Perez-Pillot, 235 Federico Costa St., Suite 200, San Juan, Puerto Rico 00918 for HUD’s subsequent delivery to the Complainant. This compensation is not a recurrent income, and therefore Respondents may not consider it for rent determination purposes.
- Complainant’s requests to build an educational technology center and improvements to the children’s playground are being granted as a Public Interest Relief below.

VII. RELIEF IN THE PUBLIC INTEREST

18. In order to address the ongoing elevator malfunctions at the subject property, Respondent PRPHA conducted a procurement to fully replace a total of six (6) elevators (two per tower) and to perform system improvements so that elevators can stop at and serve all residential floors, not only intermittent floors as originally designed. On June 28, 2018, the elevator contract was awarded to Deya Elevators Service, Inc., in the amount of eight hundred eighty-four thousand six hundred forty dollars (\$884,640.00) (see attached). Respondents will ensure that elevators are working and stopping at all residential floors no later than two (2) months after the signatory execution of this Agreement.

19. Immediately upon the signatory execution of this Agreement, Respondent PRPHA shall distribute notices to all tenant families at the subject property. Notices shall advise that disabled tenants have a federal right to be accommodated until full elevator service is conclusively restored at their residential building, through actions such as but not limited to temporary relocations to accessible dwellings or lodging facilities, daily garbage collection at each floor level, home delivery of groceries, mailings, medications and other requested items, etc. The notice will provide the phone number, email and fax number of Respondents' 504 Coordinator (Carlos Mieles) with whom disabled residents should arrange accommodations until elevators are fixed and made fully operational at all residential floor levels. It shall further advise disabled tenants of their right to contact HUD at 787-274-5834 or 235 Federico Costa St., Suite 200, San Juan, Puerto Rico 00918 if they believe having been discriminated due to an accommodation denial.
20. By entering into this Agreement, PRPHA agrees that the implementing regulations of the ADA expressly require that as a public entity it "maintain in operable working condition those features of facilities and equipment that are required to be readily accessible to and usable by persons with disabilities," 28 C.F.R. § 35.133. Although isolated or temporary interruptions in service or access due to maintenance or repairs are allowed, Section II-3.10000 of DOJ's Title II Technical Assistance Manual ("ADA Manual") emphasizes that PRPHA is under an obligation to ensure that facilities are readily accessible to and usable by individuals with disabilities is violated "if repairs are not made promptly or if improper or inadequate maintenance causes repeated and persistent failures." PRPHA further understands that federal courts have repeatedly ruled that allowing "'out of service' equipment to persist beyond a reasonable period of time would violate this part, as would repeated mechanical failures due to improper or inadequate maintenance. Failure of the public accommodation to ensure that accessible routes are properly maintained and free of obstructions, or failure to arrange prompt repair of inoperable elevators or other equipment intended to provide access, would also violate this part." *Chapman v. Pier 1 Imports (U.S.) Inc.*, 2015 WL 925586 (9th Cir. Mar. 5, 2015).
21. To ensure compliance with provision 18 above, PRPHA shall develop and implement an emergency procurement policy and procedure to be used in future situations demanding immediate action to remedy inaccessibilities at housing projects, such as but not limited to lack of elevator service, pursuant to provision IV.C.(4)(b)(i) of the 2016 VCA. No later than thirty (30) days of the signatory execution of this Agreement, a draft of the policy will be submitted to the Department for review and approval. PRPHA further commits to this policy's agency-wide implementation no later than ninety (90) days of this Agreement. See attached.
22. Respondents agree to improve the children's playground, which has an estimated cost of nine thousand nine hundred ninety dollars (\$9,900.00). See attached. Respondents also agree to build an accessible educational technology center at the subject property which will be equipped with desks, computers, printer and other technological equipment. These actions will be performed in compliance with UFAS and have an estimated cost of twenty-two thousand dollars (\$22,000.00). See attached. Once the improvements to the playground and the construction of the educational center are

completed, HUD will perform an inspection of both, and if HUD finds that there are necessary changes, PRPHA should perform those in thirty (30) days.

- 23. Respondents shall send notifications to all residents of the subject property informing of the opening and hours of operation of the children’s playground and educational technology center required above, within ten (10) days of having built them.
- 24. During the investigation of the instant complaints, HUD identified sixteen (16) other residents with disabilities who have been aggrieved by the prolonged elevator outage at the subject property.

Within thirty (30) calendar days of the signatory execution of this Agreement, Respondents will issue checks payable to the residents detailed in the table below. The checks will be sent to FHEO – San Juan Field Office to the attention of EOS Irma Perez-Pillot, 235 Federico Costa St., Suite 200, San Juan, Puerto Rico 00918 for HUD’s subsequent delivery. These compensations are not recurrent income, and therefore Respondents may not consider them for rent determination purposes.

Resident’s name	Unit	Amount
NAME REDACTED	REDACTED	\$3,000
NAME REDACTED	REDACTED	\$2,000
NAME REDACTED	REDACTED	\$3,000
NAME REDACTED	REDACTED	\$3,000
NAME REDACTED	REDACTED	\$2,500
NAME REDACTED	REDACTED	\$1,500
NAME REDACTED	REDACTED	\$2,500
NAME REDACTED	REDACTED	\$1,500
NAME REDACTED	REDACTED	\$700
NAME REDACTED	REDACTED	\$2,500
NAME REDACTED	REDACTED	\$700
NAME REDACTED	REDACTED	\$2,500
NAME REDACTED	REDACTED	\$2,500
NAME REDACTED	REDACTED	\$2,000

NAME REDACTED	REDACTED	\$500
NAME REDACTED	REDACTED	\$2,000
Total		\$32,400

25. Within forty-five (45) days of the execution of this Agreement, Respondent PRPHA will deposit in an interest-bearing escrow account the amount of twenty thousand dollars (\$20,000.00) for the purpose of compensating disabled victims who, while not identified in the instant Agreement, were also aggrieved by the lack of elevator service at the subject property. This money shall be referred to as “the Victim’s Fund.” Within five days of the establishment of this Victim’s Fund, Respondent PRPHA shall submit proof to HUD that this account has been established and the funds deposited. Any interest accruing to the Victim’s Fund shall become a part of the Victim’s Fund and is to be utilized as set forth in provisions 26 and 27 below.

26. Within thirty (30) days of the execution of this Agreement, Respondent PRPHA will send a Victim’s Fund notice to families who currently live or who resided at the subject property between January 2017 and March 2019. The notice will inform disabled residents of their right to compensation due to the prolonged elevator outage. It will explain that the aggregate of disbursements of the Victim’s Fund cannot exceed \$20,000.00 plus accrued interest, and that compensation may range between \$300.00 and \$2,000.00 to be determined based on the economic and non-economic harm to the disabled resident, the facts of the claim and individual circumstances. Residents will be informed that Respondent PRPHA will be accepting claims for a period of one (1) year, and shall be provided with the name and contact information (email address, phone number with active voicemail, fax and postal address) of the person designated by Respondents for claims handling and processing. The notice will finally advise that any compensatory amount will be sent by mail in checks payable to the aggrieved person(s).

27. No later than fifteen (15) months after the execution of this Agreement, Respondent PRPHA will submit a Victim’s Fund report to HUD. It shall list the names and contact information of all current and prior residents who were provided with the Victim’s Fund notice required above in provision 26. The report will also tally the total number of claims received and their final disposition (including disbursed amounts, date of disbursement and type of disability).

28. Respondents understand and agree that nothing in this Agreement shall preclude or otherwise limit HUD’s authority to undertake its own efforts to locate and provide notice to persons potentially aggrieved by the subject property’s inaccessibilities.

29. Within ninety (90) days of the effective date of this Agreement, Respondent MAS will attend a Fair Housing Act, Section 504 and ADA training. This training shall have a minimum duration of four (4) hours and shall be provided by the San Juan FHEO Staff at a mutually convenient time and venue.

30. Within five (5) days of the effective date of this Agreement, Respondent MAS shall display a Fair Housing poster, to be furnished by the Department, at the subject property's rental office and three lobbies
31. No later than sixty (60) days after the signatory execution of this Agreement, Respondent PRPHA shall send an island-wide notice to disabled families inventoried in its December 2018 VCA report submission to the Department. The notice shall explain, in plain Spanish and layman's terms, the different payment options that public housing residents have at their disposal: direct debit and deposit, credit card, ATM card and peer-to-peer payment (provision G.3. in the *CA-VCA Gorritz Rivera, Delia v. Puerto Rico Public Housing Administration, et al.* 02-16-0071-8, 02-16-0004-D and 02-17-0007-4). The notice will also inform of the accessible Internet based system Respondent PRPHA has launched so residents may file maintenance requests, work orders, and relocation petitions.
32. No later than one hundred and twenty (120) days of the performance of this Agreement, Respondent PRPHA will amend the management agents' contracts forthcoming for renewal to incorporate accessibility requirements and other fair housing obligations, including the payment options directive required in provision G.4. of the *CA-VCA Gorritz Rivera, Delia v. Puerto Rico Public Housing Administration, et al.* 02-16-0071-8, 02-16-0004-D and 02-17-0007-4. The amended contracts will further contain clauses establishing monetary penalties to be applied and paid to PRPHA whenever HUD reports that a particular management agent is failing to comply with the 2016 VCA or any other agreement. No later than one hundred and twenty (120) days of this Agreement a draft of the contract will be submitted to the Department for review and approval.
33. No later than forty-five (45) days of the performance of this Agreement, Respondent PRPHA shall propose the subject property for inclusion in the "Project Safe Neighborhood Public Housing Initiative" that HUD in PR has been spearheading along with a broad range of territorial and federal counterparts, including the Puerto Rico Governor's Office, the U.S. Department of Justice, the Office of the Associate Attorney General, the Office of the Inspector General, the Puerto Rico Department of Justice, and the Puerto Rico Police Department.
34. Throughout the duration of this Agreement Respondent PRPHA will submit biannual reports to HUD identifying actions undertaken at the subject property were it to be approved for inclusion in the "Project Safe Neighborhood Public Housing Initiative." These reports shall identify initiatives implemented to empower residents while reducing violence, illegal weapons, drug use and drug trafficking. Such reports shall further evaluate and measure the outcomes of this data-driven crime reduction strategy.
35. The Respondents commit to adhering to the letter and spirit of the Fair Housing Act and to conducting themselves in such a manner as to further the goal of providing equal housing opportunity to all persons regardless of race, color, sex, religion, national origin, disability status or familial status.

36. Pursuant to the ADA and *Olmstead v. L.C.*, 527 U.S. 581 (1999), Respondents affirm their commitment to offer disabled individuals with meaningful choices of self-determination and opportunities to decide freely among varied housing options. Respondents further assure that their housing programs and procedures will be bolstered to ensure that the federal right of persons with disabilities to live and benefit from integrated, community-based housing facilities and services is furthered and adequately safeguarded.

VIII. ADDITIONAL REPORTING AND RECORD KEEPING

37. To document compliance with the terms of this Agreement, Respondents commit to submit to HUD the following:

Within fifteen (15) months of the signatory execution of this Agreement, each Respondent will provide the Department with a letter certifying that such Respondent has satisfied all of the Agreement's agreed-upon conditions applicable to the Respondent supplying the certification.

38. All required notifications and documentation of compliance must be submitted to the Department as follows: irma.g.perez-pillot@hud.gov.

IX. MONITORING AND COMPLIANCE

39. 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 the Subject Property, examine witnesses, and copy pertinent records of the Respondents.

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

X. CONSEQUENCES OF BREACH

40. Whenever the Department has reasonable cause to believe that the Respondents have breached this Agreement, the matter shall be referred to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to §§ 810(c) and 814(b)(2) of the Act.


XI. SIGNATURES



William D. Rodriguez-Rodriguez
Deputy Administrator, PRPHA

May 8, 2019

Date

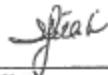


Wilfrido Santiago Capello, President
Management Administration Service, Inc

May 9, 2019

Date

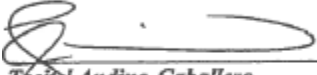
XII. APPROVAL



Irma Pérez-Pillot
Equal Opportunity Specialist
Office of FHEO, HUD, San Juan Field Office

05-08-19

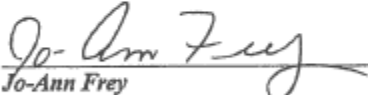
Date



Tzeitel Andino-Caballero
Enforcement Branch Chief, Region II
Office of FHEO, HUD

May 10, 2019

Date



Jo-Ann Frey
Enforcement Director, Region II
Office of FHEO, HUD

May 10, 2019

Date



Jay Golden
Region II Director
Office of FHEO, HUD

May 10, 2019

Date

XIII. SIGNATURES

SIGNATURES REDACTED

XIV. APPROVAL

Irma Pérez-Pillo, Equal Opportunity Specialist
Office of FHEO, HUD, San Juan Field Office

05-09-19

Date

Tzetzal Andino-Caballero
Enforcement Branch Chief, Region II
Office of FHEO, HUD

May 10, 2019

Date

Jo-Ann Frey, Enforcement Director
Region II, Office of FHEO, HUD

May 10, 2019

Date

Jay Golden, Region II Director
Office of FHEO, HUD

May 10, 2019

Date