

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONCILIATION AGREEMENT

Under

TITLE VIII OF THE CIVIL RIGHTS ACT OF 1968

Between

**[REDACTED]
("Complainant")**

And

**[REDACTED]
("Complainant")**

And

**The Park at Ridgedale Independent Living
("Respondent")**

And

**TRG Management Company, LLP subsidiary of Commons at Ironbridge, L.P.
("Respondent")**

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

CASE NUMBER: 03-17-5620-8

A. PARTIES AND SUBJECT PROPERTY

Complainants

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Respondents

The Park at Ridgedale Independent Living
5001 Ridgedale Parkway
Suite 107
Richmond, VA 23834

TRG Management Company, LLP subsidiary of Commons at Ironbridge, L.P.
c/o Corporation Service Company
Bank of American Center
1111 East Main Street, 16th Floor
Richmond, VA 23219

Subject Property

5001 Ridgedale Parkway North
Chesterfield, VA 23234

B. STATEMENT OF FACTS

A complaint was filed on November 29, 2016 with the United States Department of Housing and Urban Development ("the Department") alleging that the Complainants were injured by discriminatory acts of the Respondents. Complainants allege that the Respondents violated Sections 804(a), 818, and 804(f)3B of the Fair Housing Act (the Act), on the basis of sex and disability by failing to take action to remedy the sexual harassment initiated by another tenant and failing to grant a reasonable accommodation.

Respondents deny having discriminated against Complainant and admit no liability with respect to any of the allegations or claims in the subject complaint. Respondents nevertheless agrees to settle the claims in the underlying action by entering into this Conciliation Agreement. This agreement terminates the investigation of the Complaint by the Department.

C. TERM OF AGREEMENT

1. This Conciliation Agreement (hereinafter "Agreement") shall govern the conduct of the parties to it for a period of three (3) years from the effective date of the Agreement (the "Term of 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 Act, unless and until such time as it is approved by the U.S. Department of Housing and Urban Development, through the FHEO Regional Director, or his or her designee.
2. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity (FHEO), Philadelphia Regional Office of the United States Department of Housing and Urban Development (HUD).

E. GENERAL PROVISIONS

1. 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.
2. The Respondents acknowledge that they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
3. This Agreement, after it has been approved by the FHEO Regional Director, or his or her designee, is binding upon the Respondents, their employees, heirs, successors and assigns and all others in active concert with him in the ownership or operation of the subject property.
4. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or his or her designee, it is a public document.

5. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondents made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.
6. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to this Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director.
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 this Agreement to constitute one document.
8. 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 Case Number 03-17-5620-8, or which could have been filed in any action or suit arising from said subject matter.
9. The Respondents hereby forever waive, release, and covenant not to sue the Department or 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 Case Number 03-17-5620-8 or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANTS

1. Within fifteen (15) days of the effective date of this Agreement, Respondent The Park at Ridgedale Independent Living shall remit the amount of Thirty-Seven Thousand, Five Hundred Dollars (\$37,500) to Complainants. The certified check shall be made payable to Ogletree, Deakins, Nash, Smoak & Stewart, P.C., counsel for Complainants, and sent to Reilly Moore, Riverfront Plaza – West Tower, 901 East Byrd Street, Suite 1300, Richmond, VA 23219. This amount is paid in full satisfaction of all Complainants' claims for monetary compensation and attorneys' fees and costs with regard to HUD Case Number 03-17-5620-8.
2. Within fifteen (15) days of the receipt of the check from Respondent The Park at Ridgedale Independent Living, Complainants' representative shall send records to the Department and Respondents reflecting the portion of the lump sum amount distributed to each Complainant.

G. RELIEF IN THE PUBLIC INTEREST

1. Within fifteen (15) days of the effective date of this Agreement, Respondent The Park at Ridgedale Independent Living will prominently display a fair housing poster in each room where rental activity occurs at the Subject Property. The form and substance of the poster shall conform to the regulations of the Secretary of HUD, as amended (see 24 CFR Part 110).
2. Within sixty (60) days of the effective date of this Agreement, Respondent The Park at Ridgedale Independent Living shall adopt a Sexual Harassment Policy and develop procedures for responding to tenant complaints of sexual harassment.
3. Within sixty (60) days of the effective date of this Agreement, Respondent The Park at Ridgedale Independent Living shall develop and disseminate to each tenant at the subject property a notice regarding Respondent The Park at Ridgedale Independent Living's Reasonable Accommodation/Modification and Sexual Harassment Policies.
4. Within sixty (60) days of the Effective Date of this Agreement, and annually throughout the Term of the Agreement, Respondent The Park at Ridgedale Independent Living shall provide Fair Housing Training to all its employees who have direct contact with tenants. The training must be approved by the Department, be a minimum of three (3) hours, and include an emphasis on reasonable accommodation/modification and harassment.
5. Within one hundred-eighty (180) days of the effective date of this Agreement, Respondent The Park at Ridgedale Independent Living shall hold a community meeting at the Subject Property to discuss with residents fair housing policies, including Respondent The Park at Ridgedale Independent Living's reasonable accommodation/modification and sexual harassment policies.

H. MONITORING

1. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may inspect the Subject Property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondents. Respondents agree to provide their full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

1. Within ten (10) business days of completing the requirements set forth in Sections F and G, above Respondents shall provide the Department with a written report, certifying that the items have been completed and providing evidence demonstrating compliance as set forth below:

- a. A copy of the checks provided to the Complainants as set forth in Section F(1);
 - b. Certification that the poster referenced in Section G(1) is displayed in accordance with that section;
 - c. Certification that Respondent The Park at Ridgedale Independent Living adopted Sexual Harassment Policies and Procedures, and a copy of those policy/procedures.
 - d. Certification that the notice regarding Reasonable Accommodation and Reasonable Modification requests was distributed as set forth in Section G(3), including a copy of the final, approved notice;
 - e. Certification that the training has been completed in accordance with Section G(4), in the form of a Certificate or a letter from the entity conducting the training, a copy of the sign-in sheet(s), agenda, and certificates of completion for each employee who attended if available; and
 - f. Certification that the community meeting was held as set forth in Section G(5), including agenda and topics discussed at the meeting.
2. All required certifications and documentation of compliance must be submitted to:

Rachel Leith
Enforcement Branch Chief
Office of Fair Housing and Equal Opportunity
By Email: Enforcement03@hud.gov

J. CONSEQUENCES OF BREACH

1. 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.

K. SIGNATURES

[REDACTED]
[REDACTED]
[REDACTED]

2/14/18
Date

K. SIGNATURES

[REDACTED]

[REDACTED]

2/12/18
Date

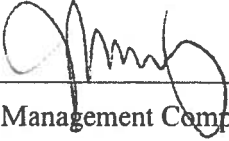
HEATHER MULLINS GOSLIP

Print Name

PRESIDENT & CEO

Title

SIGNATURES



JEFFERY HOYOS
Vice President
TRG Management Company, LLP

3/7/18

Date

Print Name

Title

K. SIGNATURES



Commons at Ironbridge, L.P.

3/2/18

Date

Matthew Finkle
Vice President

Print Name

Title

L. APPROVAL



Melody Taylor, Regional Director
Fair Housing and Equal Opportunity, Region III
U.S. Department of Housing and Urban Development



Date

