

UNITED STATES DEPARTMENT OF  
HOUSING AND URBAN DEVELOPMENT

**TITLE VIII**

**CONCILIATION AGREEMENT**

Between

**NAME REDACTED**

**c/o Sandra Park, Esq.  
ACLU Women's Rights Project  
125 Broad Street, 18<sup>th</sup> Floor  
New York, New York 10004  
(Complainant)**

And

**Valencia Village Partners, Ltd.**

**Valencia Village GP, Ltd.**

**Concord Management, Ltd.**

**Concord Management Company, Inc.**

(Respondents)

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

**FHEO CASE NUMBER:  
04-11-0574-8**

**A. PARTIES AND SUBJECT PROPERTY**

**Complainant**

NAME REDACTED

c/o Sandra Park, Esq.  
ACLU Women's Rights Project  
125 Broad Street, 18<sup>th</sup> Floor  
New York, New York 10004

**Respondents**

Valencia Village Partners, Ltd.  
c/o Sharon Harper Ivey  
Vice President of Compliance  
2605 Maitland Center Parkway, Suite A  
Maitland, FL 32751

Valencia Village GP, Ltd.  
c/o Sharon Harper Ivey  
Vice President of Compliance  
2605 Maitland Center Parkway, Suite A  
Maitland, FL 32751

Concord Management, Ltd.  
c/o Sharon Harper Ivey  
Vice President of Compliance  
2605 Maitland Center Parkway, Suite A  
Maitland, FL 32751

Concord Management Company, Inc.  
c/o Sharon Harper Ivey  
Vice President of Compliance  
2605 Maitland Center Parkway, Suite A  
Maitland, FL 32751

**Subject Property**

Valencia Forest Apartments  
8413 Valencia Village Lane  
Orlando, FL 32825

**B. STATEMENT OF FACTS**

A complaint was filed on October 20, 2011 with the United States Department of Housing and Urban Development (hereinafter "the Department" or "HUD"), alleging that the Complainant was injured by a discriminatory act of the Respondents. Complainant alleges that the Respondents violated §§ 804(a) and 804(b) of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (the Act), on the bases of sex and familial

status, by refusing to rent an apartment to her because she failed to provide the full social security numbers of her minor children due to domestic violence-related safety and privacy concerns.

The Respondents deny that they engaged in any discriminatory housing practice with respect to the Complainant. No findings of fact have been made with regard to the allegations. The parties agree to settle the claims of the underlying action by entering into this Conciliation Agreement (hereinafter "Agreement").

**C. TERM OF AGREEMENT**

1. This Agreement shall govern the conduct of the parties to it for a period of one (1) year from the effective date of the signing of this Agreement by all parties.

**D. EFFECTIVE DATE**

2. 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 HUD, through the Fair Housing and Equal Opportunity (FHEO) Region IV Director or his designee.
3. This Agreement shall become effective on the date on which it is approved by the FHEO Region IV Director.

**E. GENERAL PROVISIONS**

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
5. The Respondents acknowledge that they have an affirmative duty not to discriminate under the Fair Housing Act, and that it is unlawful to retaliate against any person because that person has filed a complaint, testified, or participated in any manner in a proceeding under the Fair Housing Act. The Respondents further acknowledge that any subsequent retaliation or discrimination against the Complainant would constitute both a material breach of this Agreement and a statutory violation of the Fair Housing Act.
6. This Agreement, after the FHEO Region IV Director or his designee has approved it, is binding upon all Respondents, their owners, employees, heirs, successors and assignees and all others in active concert with them in the ownership or operation of Valencia Forest Apartments in Orlando, Florida.
7. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Region IV Director or his designee, it is a public document, except that the name of the Complainant and the amount of any monetary relief shall be redacted.

8. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaints involving the Respondents made pursuant to the Fair Housing Act, or any other complaints within the Department's jurisdiction.
9. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Region IV Director or his designee.
10. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the executed signature pages to be attached to the body of the Agreement to constitute one document.
11. Complainant hereby forever waives, releases, and covenants not to sue the Department or the individual and entity Respondents, their officers, directors, members, agents, employees, attorneys, heirs, executors, successors, and assigns, 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 04-11-0574-8, or which could have been filed in any action or suit arising from said subject matter.
12. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainant, her successors, assigns, agents, 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 04-11-0574-8 or which could have been filed in any action or suit arising from said subject matter.

## **F. RELIEF FOR COMPLAINANT**

13. To fully and finally settle the alleged discrimination complaint, Respondents agree to take the following action and, as set forth in this Agreement, to provide the Department with written certification that this requirement has been met:
  - a. Respondents shall pay, by certified or cashier's check, the amount of \$20,000 to Complainant and Complainant's attorney within ten (10) calendar days of the effective date of this Agreement. The check shall be made payable to American Civil Liberties Union Foundation, and mailed to Sandra Park, Esq., by certified mail or other traceable carrier, at ACLU Women's Rights Project, 125 Broad Street, 18<sup>th</sup> Fl., New York, NY 10004.
  - b. Respondents shall keep confidential the information provided by Complainant about her household. The information will be shared only as required for a review of eligibility by the Florida Housing Finance

Corporation, the Internal Revenue Service or other governmental agency, or by a third-party monitoring agent acting on behalf of a government agency or ownership.

- c. When applying for housing, Respondents shall permit Complainant to provide truncated (last four digits) social security numbers for her children, who are at risk of domestic violence, upon receipt of documentation that she and her household are victims of domestic violence. Alternatively, Complainant may provide, if she so chooses, the children's social security numbers to Respondents' attorney. Complainant and her household must be eligible for the housing selected to be approved.
- d. Respondents shall provide Complainant with up to three (3) points of contact at the Concord Community Support Center to insure availability of housing. This information shall be forwarded to Complainant's attorney within thirty (30) days of the effective date of this Agreement.

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

- 14. Within thirty (30) calendar days of the effective date of this Agreement, Respondents shall inform all of their agents and employees responsible for compliance with this Agreement, including any officers and board members, of the terms of this Agreement and shall provide each such person with a copy of this Agreement.
- 15. Respondents shall revise their policy to specifically prohibit discrimination against victims of domestic violence, dating violence, sexual assault, and stalking. The policy will further provide that Respondents will make accommodations in application processing and approval for such victims upon receipt of documentation of a protected status. An accommodation will not be considered reasonable if it would pose an actual and imminent threat to other residents or employees of the property, as defined by HUD regulation 24 C.F.R. § 5.2005, or if it fundamentally alters the nature of the housing provided. For example, a victim could not refuse to provide income data if that data is required to determine eligibility for a state or federal program. The policy will be further amended to allow applicants who provide documentation of protected status to provide the last four digits of minors' social security numbers or other acceptable forms of verification as provided in HUD Handbook 4350.3 Appendix 3, or if the applicant wishes, to provide the minors' social security numbers to Respondents' attorney. The policy will include all protections of the Violence Against Women Act ("VAWA"), 42 U.S.C. § 14043e-11, and will state such incorporation.
- 16. Respondents shall create a policy for residents to prohibit discrimination against victims of domestic violence, dating violence, sexual assault, and stalking. The policy will provide that Respondents will make accommodations in site rules, regulations, policies and procedures for such victims upon receipt of documentation of a protected status. An accommodation will not be considered

reasonable if it would pose an actual and imminent threat to other residents or employees of the property, as defined by HUD regulation 24 C.F.R. § 5.2005. The policy will include all protections of VAWA, 42 U.S.C. § 14043e-11, and will state such incorporation.

17. Respondents will add a statement to their application for housing notifying applicants how to request an accommodation, pursuant to the policy in paragraph 15, if they are victims of domestic violence, dating violence, sexual assault and stalking and are uncomfortable answering any of the application questions. Such statement will advise applicants that they are entitled to the applicable protections under VAWA.
18. Within forty-five (45) days of the effective date of this Agreement, Respondents shall draft, and submit to the Department for review and comments, the policies in paragraphs 15, 16 and 17. The Department shall review the policy and procedure and communicate its comments to the Respondents within ten (10) days of receipt. Within fifteen (15) days of receipt of the Department's comments, Respondents shall implement the policy and procedure, and communicate it to all current tenants and any potential tenants who apply for residence.
19. Within ninety (90) days of the effective date of this Agreement, Respondents shall review their records to determine if any applications for housing at properties in Orange County, Florida were denied during the time period of December 2010 through February 2014 because the applicant could not comply with the application process for reasons relating to domestic violence, dating violence, sexual assault, and stalking, including refusal to provide their minor children's social security numbers. Should Respondents find such applicants, they shall send these applicants a letter, utilizing a traceable mail method, extending to them an opportunity to reapply for housing pursuant to the policies in paragraphs 15 and 17.
20. If not currently on display at the subject property, within twenty (20) days of the effective date of this Agreement, the Respondents will display a HUD Fair Housing poster, to be supplied by the Department, in the rental office of the subject property. The poster shall be displayed during the term of this Agreement.
21. Respondents shall provide training to all staff who work with applicants and/or residents as follows:
  - a. Respondents shall provide in-house training on the policies in paragraphs 15 and 16.
  - b. Respondents shall provide training on the Violence Against Women Act (VAWA), as well as how the Fair Housing Act applies specifically to domestic and sexual violence via an on-line webinar organized through the National Housing Law Project (NHLP). The webinar will be presented to all staff responsible for approving applications or working with applicants

or residents within one hundred twenty (120) days of the effective date of this Agreement. Respondents will arrange for the webinar to be offered at a time when a majority of staff will be able to participate so that there is an opportunity to talk with and ask questions of the webinar trainer(s). The webinar would be recorded and any staff responsible for approving applications or working with applicants or residents who could not participate in the webinar as scheduled will be required to view the webinar recording.

- c. Respondents shall provide a separate fair housing training via Grace Hill on-line seminars for all staff working with applicants or residents within thirty (30) days of the effective date of this Agreement, if such training has not been delivered to that staff member in the 6 months prior to the effective date of this Agreement.

## **H. MONITORING**

22. 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 Respondent's 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**

23. Within thirty (30) calendar days of the effective date of this Agreement, Respondents shall provide certification of the actions identified in paragraph 13, including a copy of the check and proof of delivery, to the FHEO Regional Director, in accordance with paragraph 27 of this Agreement.
24. Within forty-five (45) days of the effective date of this Agreement, Respondents shall certify to the FHEO Regional Director, in accordance with paragraph 27 of this Agreement, that they have complied with paragraph 14 of this Agreement.
25. Within ninety (90) days of the effective date of this Agreement, Respondents shall certify to the FHEO Regional Director, in accordance with paragraph 27 of this Agreement, that they have implemented the policies in paragraphs 15, 16 and 17 of this Agreement.
26. The Respondents shall forward to the Department objective evidence of the successful completion of training, in the form of a Certificate or a letter from the entity conducting the training, together with a list of participants, within ten (10) days of the completion of the training, as evidence of compliance with paragraphs 21a, 21b and 21c of this Agreement.

27. All required certifications and documentation of compliance must be submitted to:

Natasha J. Watson, Enforcement Director  
US Department of Housing and Urban Development  
Five Points Plaza  
40 Marietta Street  
Atlanta, GA 30303  
ATTN: Case Number 04-11-0574-8

**J. CONSEQUENCES OF BREACH**

28. Whenever the Department has reasonable cause to believe that the Respondents have materially breached this Agreement, the matter may 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.

**SIGNATURES ON FOLLOWING PAGE**

**REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK**



**K. SIGNATURES:**

**NAME REDACTED**

**Complainant**

3/18/11  
Date

**Respondents:**

Valencia Village Partners, Ltd.

By: \_\_\_\_\_  
Sharon Harper Ivey

\_\_\_\_\_  
Date

Valencia Village GP, Ltd.

By: \_\_\_\_\_  
Sharon Harper Ivey

\_\_\_\_\_  
Date

Concord Management, Ltd.

By: \_\_\_\_\_  
Sharon Harper Ivey

\_\_\_\_\_  
Date

Concord Management Company, Ltd.

By: \_\_\_\_\_  
Sharon Harper Ivey

\_\_\_\_\_  
Date

**L. APPROVAL:**

\_\_\_\_\_  
Carlos Osegueda  
FHCO Region IV Director

\_\_\_\_\_  
Date

**K. SIGNATURES:**

**NAME REDACTED**

**Complainant**

\_\_\_\_\_  
Date

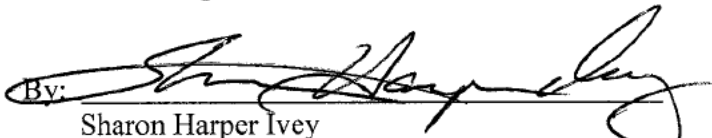
**Respondents:**

Valencia Village Partners, Ltd.

By:   
Sharon Harper Ivey

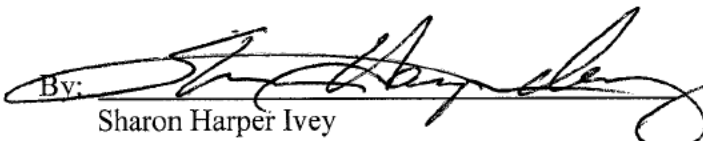
3-27-14  
Date

Valencia Village GP, Ltd.

By:   
Sharon Harper Ivey

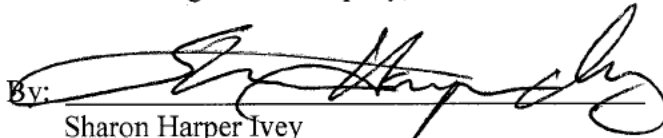
3-27-14  
Date

Concord Management, Ltd.

By:   
Sharon Harper Ivey

3-27-14  
Date

Concord Management Company, Ltd.

By:   
Sharon Harper Ivey

3-27-14  
Date

**L. APPROVAL:**

\_\_\_\_\_  
Carlos Osegueda  
FHEO Region IV Director

\_\_\_\_\_  
Date