



**CONCILIATION/VOLUNTARY COMPLIANCE AGREEMENT**

UNDER

**The Fair Housing Act**

And

**Section 504 of the Rehabilitation Act of 1973  
As Amended**

Among

**The United States  
Department of Housing and Urban Development**

and

[REDACTED]  
Complainant

and

[REDACTED]  
Complainant

and

**Mercy House Living Centers**

and

**Derek Levoit  
Recipients**

**CASE NUMBERS: 09-13-1017-8 (Title VIII); 09-13-1017-4 (Section 504)**

**HUD DATE FILED: 8/12/2013**

**Effective Date of Agreement:**

2/27/2014

**Expiration Date of Agreement:**

2/27/2015

**A. Parties and Subject Property**

**Complainants:** [REDACTED] (“Complainants”)

**Recipients:** Mercy House Living Centers; Derek Levoit (hereinafter collectively referred to as the “Recipients”)

**Subject Property:** 1505 East 17<sup>th</sup> Street, Suite 221, Santa Ana, CA. 92705

**B. Statements of Facts**

The Complainants, [REDACTED] are disabled as defined by the federal Fair Housing Act. The Recipients are Mercy House Living Centers and Derek Levoit, who was a Supervisor at Mercy House Living Centers.

On August 12, 2013, the Complainants, [REDACTED] filed a complaint (the “Complaint”) with the United States Department of Housing & Urban Development (the “Department”) alleging that they were injured by acts of the Recipients.

Complainants, who are hearing impaired, alleged that the Recipients violated Sections 804(f) and 804(f)(3)(B) of Title III of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 (the “Act”), as well as Section 504 of the 1973 Rehabilitation Act when the Recipients failed to respond to Complainants’ reasonable accommodation request to provide them with an American Sign Language (“ASL”) interpreter at in-person meetings.

**C. Term of Agreement**

1. This Conciliation/Voluntary Compliance Agreement (“Agreement”) shall govern the conduct of the parties to it for a period of one (1) year from the effective date of the Agreement.

**D. Effective Date**

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation/Voluntary Compliance 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 Director or his or her designee.
3. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity (FHEO), San Francisco Region, U.S. Department of Housing and Urban Development.

**E. General Provisions**

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed 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.

5. It is understood that the Recipients deny any violation of law and that this Agreement does not constitute an admission by the Recipients or evidence of a determination by the Department of any violation of the Act or any other law.
6. Recipients acknowledge that they have an affirmative duty not to discriminate under the Act and other Authorities.
7. The Department reserves the right to conduct a review of the Recipients' compliance with their obligations under Section 504 of the Rehabilitation Act of 1973.
8. It is understood that the signature of Larry Haynes, Executive Director of Mercy House Living Centers, is made with the authority of and on behalf of the Recipients Mercy House Living Centers and Derek Levoit.
9. This Agreement, after it has been approved by the FHEO Regional Director, or his or her designee, is binding upon the Recipients, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of Mercy House Living Centers.
10. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Director or his or her designee, it is a public document. However, the Department will hold confidential all information of a personal or financial nature concerning Parties to this Agreement that is not contained in the body of the Agreement.
11. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Recipients made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.
12. No amendments to, modifications of, or waiver of any provision of this Agreement shall be effective unless all the following conditions are met: (a) all signatories or their successors to the Agreement are notified in advance and agree to the proposed amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the Regional Director, Office of Fair Housing and Equal Opportunity, Region IX. Any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
13. The parties agree that, in the interest of speedily concluding this matter, this Agreement may be executed by the parties' signatures of consent on separate pages. The separate signed pages will be attached to the body of the Agreement

to constitute one document. To avoid delay, the parties agree that signature pages received via facsimile or electronic will be considered official provided that the original copy of the signature page is forwarded to the Department immediately upon signing of the Agreement or within ten (10) days from the date of the Agreement. Both the original and faxed signature pages will be retained in the official case file.

14. In exchange for the compliance with the provisions of this Agreement, the Complainants hereby forever waives, releases, and covenants not to sue the Department or the Recipients, 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: 09-13-1017-8 and 09-13-1017-4 which could have been filed in any action or suit arising from said subject matter.
15. In exchange for the compliance with the provisions of this Agreement, the Recipients hereby forever waive, release, and covenants not to sue the Department or the Complainants, its 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 09-13-1017-8 and 01-13-1017-4 or which could have been filed in any action or suit arising from said subject matter.

**F. Non-Retaliation**

16. Recipients acknowledge that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted or participated in any manner in a proceeding under the Act and other Authorities. Recipients further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.

**G. Relief for Complainants**

17. Recipients will certify that they have already taken or will take the following actions, and as set forth in this Agreement, will provide notices as follows:
  - a. Recipient Mercy House Living Centers agrees to pay Complainants the sum total of Seventeen Thousand Five Hundred Dollars (\$17,500). Payment will be made within fourteen (14) days of the Effective Date of this Agreement.
  - b. Payment will be in the form of a business check made payable to [REDACTED] and mailed to the Complainants at [REDACTED] Huntington Beach, CA. 92648.
  - c. Recipient Mercy House Living Centers shall provide a photocopy of the business check identified in paragraph 17a above to the Department within

thirty (30) days of the Effective Date of this Agreement, together with a copy of the delivery tracking report or certified mail receipt as evidence of delivery. The photocopy should be sent to the address specified in paragraph 27 of this Agreement.

#### **H. Relief in the Public Interest**

18. Section 504 of the Rehabilitation Act of 1973 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. Mercy House Living Centers is a recipient of federal financial assistance and is obligated to comply with requirements of Section 504.
19. Within forty-five (45) days of the Effective Date of this Agreement, Recipient Mercy House Living Centers agrees that their administrative staff and all employees responsible for making housing related decisions, including decisions involving disability related accommodations, will attend Fair Housing training with an emphasis on Section 504 of the Rehabilitation Act of 1973, provided by a qualified fair housing agency. Recipient shall pay for any cost of the training.
20. Within ten (10) business days of the completion of the Fair Housing Training, Recipient Mercy House Living Centers will provide proof of completion to the Department.
21. Recipients agree to continue to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a disabled person equal opportunity to use and enjoy the services provided at Recipient Mercy House Living Centers.
22. Recipients agree to provide ASL interpreters and other accommodations when such accommodations may be necessary to communicate with disabled persons.
23. Within thirty (30) days of the effective date of this Agreement, the Recipient Mercy House Living Centers shall inform all of its agents and employees responsible for compliance with this Agreement of the terms of this Agreement and shall provide each such person with a copy of this Agreement.

#### **Section 504 Program Requirements**

- 24a. 24 CFR Part 8, Section 8.6(a)(1)(2)-Communications. The Regulation requires that the Recipient Mercy Housing Living Centers shall take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public to include telecommunication devices for deaf persons (TDD's) or equally effective communication systems.

- 24b. 24 CFR Part 8, Section 8.53(a)-Designation of responsible employee (Section 504 Coordinator). The Regulation requires that a recipient that employs 15 or more persons shall designate at least one (1) person to coordinate its efforts to comply with this Part.
- 24c. 24 CFR Part 8, Section 8.53(b)-Adoption of grievance procedures. The Regulation requires that a recipient that employs 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by this part.
- 24d. 24 CFR Part 8, Section 8.54(a)-Notice. The Regulation provides that a recipient that employs 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap.

The Recipient recognizes their obligations under Section 504 and hereby acknowledges that the requirements listed under 24a-d above have been met.

**I. Monitoring**

26. Complainant and the Recipient Mercy House Living Centers agree that the Department shall monitor compliance with the terms and conditions specified in this Agreement. As part of such monitoring, the Department may inspect Recipient's property identified in Section A of this Agreement, interview witnesses and copy pertinent records of the Recipients. The Recipient Mercy House Living Centers agrees to provide its full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

**J. Reporting and Recordkeeping**

27. All required certifications and documentations of compliance with the terms of this Agreement shall be submitted to:

U.S. Department of Housing and Urban Development  
Fair Housing Enforcement Center  
ATTENTION: CONCILIATION REVIEW  
600 Harrison Street, Third Floor  
San Francisco, CA 94107-1387

**K. Consequences of Breach**

28. The parties understand that if the Department has reasonable cause to believe that the Recipient has 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 472 U.S.C. 3610(c).

[Redacted]

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

[Redacted signature]

2/19/2014  
Date

Complainant

[Redacted signature]

2/19/14  
Date

Complainant

**SIGNATURE PAGE**

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



Larry Haynes, Executive Director  
for: Mercy House Living Centers

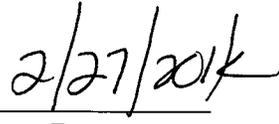
2/20/14

Date

**SIGNATURE PAGE**

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

**APPROVED ON BEHALF OF THE SECRETARY**



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Anne Quesada  
Regional Director  
Office of Fair Housing and Equal Opportunity (FHEO)

Date