Voluntary Compliance Agreement

(HUD Case Numbers: 01-15-0542-4 & 01-15-0542-D)

INTRODUCTION

On September 28, 2015, Complainant [redacted] filed a complaint with the Department alleging that Recipient discriminated against her by failing to provide a reasonable accommodation. HUD referred the Title VIII complaint to the Massachusetts Commission Against Discrimination (MCAD) but retained jurisdiction to investigate the potential violation of Section 504 and ADA. The Department and Recipient, Springfield Housing Authority, agree to voluntarily settle the above Section 504 and ADA complaints through the terms and conditions of this Voluntary Compliance Agreement (VCA). The entry of this VCA does not constitute an admission by Recipient of liability, or of any violation of any state or federal statute.

1. Recipient promises to refrain from any act that would constitute a violation of the Fair Housing Act; the Americans with Disabilities Act or Section 504 of the Rehabilitation Act.

2. Recipient promises not to retaliate against Complainant or any person who participated in the investigation.

3. Recipient agrees to establish a formal reasonable accommodation policy to conform to, or if it already has such a policy, to review and (if needed) revise same to conform to, the guidance in the HUD and Department of Justice ("DOJ") Joint Statement on Reasonable Accommodations under the Fair Housing Act issued May 14, 2004 and Section 504 by its implementing regulation at 24 CFR 8.

   (a) The policy shall contain express language covering the topic of Recipient's obligation to grant reasonable accommodations and reasonable modifications when they are not an undue financial and administrative burden;

   (b) Within sixty (60) days of the effective date of this Agreement, Recipient will submit a copy of the reasonable accommodation policy to the Department for approval.

4. Recipient agrees to adopt any changes required by the Department and implement the policy within 30 days of receiving guidance from the Department.

5. Recipient shall institute recordkeeping for the subject property to demonstrate that each reasonable accommodation request receives proper consideration. For each reasonable accommodation request, Recipient shall record: (1) the nature of the request, (2) date of the request, (3) action taken, and (4) date action was taken. If Recipient denies a particular reasonable accommodation request, they shall also record: (5) the date it contacted the requester to discuss alternative accommodations, (6) a list of alternative accommodations it discussed with the requester, and (7) the reason the request was denied. A written record of the above shall be kept as a written log or spreadsheet.

6. Recipient agrees that within sixty (60) days after receiving HUD's approval of its reasonable accommodation policy, Recipient shall notify all of their tenants of their reasonable accommodation policy.

7. Recipient agrees to submit a report on all reasonable accommodation or modification requests submitted by any tenant, program participant or applicant semi-annually for the three (3) years of the term of this agreement.

8. Recipient agrees to have all staff that interacts with tenants or potential tenants, as well as supervisory maintenance personnel, attend fair housing training annually for the three years following execution of this agreement and provide documentation of each employee's attendance of fair housing training each year for the term of this agreement. Such training attended shall be by an entity approved by HUD or by MCAD and may be provided by the Massachusetts Fair Housing Center.

9. Recipient agrees to provide notice to MCAD when this VCA is executed.

10. Recipient agrees to settle the associated Title VIII case, 01-15-0542-8 being processed as 15SPH02605 in conjunction with this agreement.

SIGNATURES

By their signatures affixed hereto, the parties whose names appear below signify their approval of the terms and conditions of this Agreement.

William H. Abrashkin
Executive Director
Springfield Housing Authority

6/22/2016
Date

Susan M. Forward
Region 1 Director
Office of Fair Housing and Equal Opportunity

6/29/2016
Date

The Commonwealth of Massachusetts
Commission Against Discrimination
436 Dwight Street, Rm. 220, Springfield, MA 01103
Phone: (413) 739-2145 Fax: (413) 784-1056

- DISMISSAL and NOTIFICATION of RIGHTS -

To: Meris F. Berquist, Esq. Massachusetts Fair Housing Center 57 Suffolk Street Holyoke, MA 01040	**Case:** [redacted] v. Springfield Housing Authority **MCAD Docket Number:** 15-SPH-02605 **HUD Number:** 01-15-0542-8 **Investigator:** Beth Tedeschi

Your complaint has been dismissed for the following reasons:

[ ] The facts alleged fail to state a claim under any of the statutes the Commission enforces.

[ ] Respondent is exempt under MGL Ch. 151B.

[ ] Your complaint was not timely filed with the Commission, i.e. you waited too long after the date(s) of the alleged discrimination to file. Because it was filed outside the time limit prescribed by law, the Commission cannot investigate your allegations.

[ ] You failed to provide requested information, failed or refused to appear or to be available for necessary interviews/conference, or otherwise refused to cooperate to the extent that the Commission has been unable to resolve your complaint. You have had more than 30 days in which to respond to our written request.

[ ] The Commission's efforts to locate you have been unsuccessful. You have had at least 30 days in which to respond to a notice sent to your last known address.

[ ] The Commission issues the following determination. Based upon the Commission's investigation, the Commission is unable to conclude that the information obtained establishes a violation of the statutes. This does not certify that the Respondent is in compliance with the statutes. No finding is made as to any other issues that might be construed as having been raised by this complaint.

[X] While the investigation was pending, the parties agreed to a mutually satisfactory settlement.

Jamie R. Williamson
Investigating Commissioner

June 28, 2016
Date

cc:

Priscilla F. Chesky, Esq.
Lyon & Fitzpatrick, LLP
14 Bobala Road
Holyoke, MA 01040

PREDETERMINATION SETTLEMENT

Case Name: [redacted] v. Springfield Housing Authority
MCAD Docket No.: 15-SPH-02605
HUD Docket No.: 01-15-0542-8
Investigator: Beth Tedeschi, Compliance Officer

Introduction

On September 28, 2015, Complainant [redacted] filed a complaint against Respondent Springfield Housing Authority on the basis of disability. Complainant asserted Respondent's conduct violated M.G.L. c.151B, section 4, paragraphs 6 and 7A.

Conclusion

While the investigation was pending, the parties agreed to a mutually satisfactory settlement.

Beth Tedeschi

Beth Tedeschi
Investigator

Yaw Gyebi, Jr., Esq.
Deputy General Counsel
Acting Chief of Enforcement

SETTLEMENT AGREEMENT AND RELEASE

[redacted] v. Springfield Housing Authority
Complainant Respondent

MCAD Docket No. 15-SPH-02605
HUD Federal Charge Number: 01-15-0542-8

This Settlement Agreement (the "Agreement") is made and entered into between [redacted] ("Complainant") and Springfield Housing Authority ("Respondent"). The Agreement is made as of the last date of the signature below (the "Settlement Date").

WHEREAS, Complainant filed a claim with the Massachusetts Commission Against Discrimination (MCAD) (MCAD Docket No. 15-SPH-02605) against Respondent alleging discrimination in housing on the basis of disability in violation of M.G.L. c. 151B s. 4, paragraphs 6 and 7A, and the federal Fair Housing Act. The parties hereby resolve and agree to settle these claims in accordance with the following terms:

1. General Provisions.

a. Entire Agreement. This Agreement constitutes the entire agreement between the parties with regard to this case and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, between the parties with regard to this case, and there are no warranties, representations, or other agreements between the parties in connection with the subject matter hereof except as specifically set forth herein. This Agreement does not supersede the provisions of the agreement

resolving concurrently processed cases. In case of a conflict between the two agreements or between any of the provisions contained therein, the agreement providing the greater or stricter requirements shall prevail.

b. Modification. This Agreement may be amended or modified only in writing and signed by the parties.

c. Respondent must obtain approval from its Board of Commissioners and will present said Settlement Agreement once approved by [redacted].

d. Effective Date. The effective date of this Agreement is the date of the last signature on this Agreement OR the date of the last signature on the agreement resolving concurrently processed cases, whichever is later.

e. Voluntariness. Complainant and Respondent acknowledge that they have been advised of their right to consult with counsel of their own choosing prior to signing this Agreement. Complainant and Respondent represent that they have discussed this Agreement with representatives of the MCAD and/or private counsel if so chosen and that they have read and understand all of the provisions of this Agreement. The parties further represent that they are voluntarily entering into this Agreement, and have not been forced to accept or endorse this Agreement.

f. Laws of the Commonwealth. The parties hereto agree that the laws of the Commonwealth of Massachusetts shall apply in interpreting this Agreement.

g. Where a Voluntary Compliance Agreement (VCA) is needed for a concurrent case and when the VCA is made ready at the same time as the MCAD settlement agreement, neither the MCAD agreement nor the VCA will go into effect until both are fully executed.

2. Jurisdiction: Respondent is subject to the Massachusetts state law against discrimination, M.G.L. c.151B s. 4, and all other applicable federal civil rights laws and is therefore subject to the jurisdiction of the MCAD. The Commission shall have authority to ensure compliance with and to enforce this negotiated Agreement.

3. Fair Housing Laws and Civil Rights Laws: Respondent agrees to comply with the following in all of their activities related to housing: M.G.L. c. 151B, Fair Housing Act, and all relevant Massachusetts and United States Department of Housing and Urban Development (HUD) regulations. Respondent agrees to continue to conduct all housing practices in a manner that does not discriminate on the basis of race, color, religion, sex, national origin, disability and/or familial status.

4. Relief for Complainant: Respondent agrees:

(a) Reimbursement - to reimburse Complainant the amounts of four thousand dollars ($4,000) and six thousand eight hundred and fifty four dollars ($6,854), for a total amount of ten thousand eight hundred and fifty four dollars ($10, 854); (i) this total amount of $10,854 will be excluded from Complainant's annual income in accordance with 24 CFR Section 5.609(c)(3).

(b) VRI System - to provide Complainant with a Video Remote Interpreter Device (VRI) system The Respondent shall purchase a tablet and install and pay for a Purple VRI communication system on it and set up the account for [redacted] This would incude a 12.9 inch screen for Complainant's use within thirty (30) days of the Settlement

Date; (ii) that this VRI system will be considered Complainant's personal property, and that in the event Complainant vacates her apartment, she may take the VRI system with her; The service contract for the Purple VRI agreement will terminate upon her vacating Respondent's premises; (iii) to pay Complainant's monthly invoice from Verizon; SHA has no knowledge of any outstanding amounts for [redacted]on a Verizon account. SHA will review that information once provided to them but cannot agree at this time to pay any balance because we have no knowledge of what the amount is or the time frame and why there is a balance; (iv) that by December 31, 2016, they will have a VRI system available in their management office, rental assistance office (including public housing application office) and their Administrative office; and (v) that they will train Complainant, and any other Deaf or hearing-impaired resident, on the VRI system. Should Complainant move from Respondent property the obligation to provide the payment for the VRI system is extinguished.

(c) Compensatory and Emotional Distress Damages – (i) to pay Complainant the sum of thirty-five thousand dollars ($35,000) in compensatory and emotional distress damages; (ii) the check will be payable to [redacted]and mailed to Meris Bergquist, Esq, Massachusetts Fair Housing Center, 57 Suffolk Street, Holyoke, MA 01040 no later than 15 days after the date of the last signature on this agreement; and (iii) that the $35,000 shall be excluded from Complainant's annual income in accordance with 24 CFR Section 5.609(c)(3).

(d) Attorneys' Fees – (i) to pay Complainant's counsel, Meris Bergquist, Esq. the amount of five thousand dollars ($5,000) in attorneys' fees; and (ii) the check shall be made payable to the Massachusetts Fair Housing Center, and mailed to Meris Bergquist, Esq.,

Massachusetts Fair Housing Center, 57 Suffolk Street, Holyoke, MA 01040 no later than 15 days after the date of the last signature on this agreement.

(e) Interpreters' Fees – (i) to reimburse Complainant's counsel the amount of $326.09 for the interpreters' fees Complainant incurred for Complainant's apartment building inspection that occurred on February 24, 2016; (ii) Complainant's counsel, Meris Bergquist, Esq. will provide the invoices to Respondent; (iii) to notify Complainant's counsel, Meris Bergquist, Esq. every time they offer two interpreters [American Sign Language (ASL) and Certified Deaf Interpreter (CDI)]; (iv) to provide Complainant with both an ASL interpreter and a CDI interpreter each time they provide interpreters to Complainant for all tenant council meetings at Gentile and any SHA sponsored event at Gentile; (v) to provide Complainant with an ASL interpreter and a CDI interpreter for all Respondent sponsored meetings held on at Gentile Apartments (including but not limited to tenant council meetings and Respondent's sponsored events and Respondent's Property Manager or management staff shall have quarterly meetings with Complainant and her providers from Stavros (Lee Nettles and Eva-Maria Branciwicz) and Greater Springfield Senior Services (Becca Donah, ; and (vi) to provide notice to Complainant's counsel, Meris Bergquist, Esq. in the event that they are unable to provide both an ASL interpreter and a CDI interpreter to Complainant per Complainant's request. Respondent also agrees to provide a CDI interpreter and ASL interpreter for Complainant on an as-needed basis for meetings or conferences involving Respondent and will instruct Complainant and her advocates from Stavros (Lee Nettles and Eva-Maria Branciwicz) how to make a request for the CDI and ASL interpreters and for a meeting and/or conference with SHA personnel on an as- needed basis.

(f) Plaque – to obtain a plaque with an inscription honoring the work Complainant has accomplished on behalf of the Deaf and Hard of Hearing. (Suggested text: The Springfield Housing Authority honors [redacted] for all of her work to protect the civil rights of Deaf and Hard of Hearing individuals.) This plaque shall be displayed in a conspicuous location in the Community Room of the building. Should Complainant move from SHA property she may take plaque with her or leave it as she desires.

(g) Parking Space – to provide Complainant with a designated parking space if, in the future, Complainant obtains a motor vehicle;

(h) Equipment/Clarity System Box - to ensure that Jonathan O'Dell of the Massachusetts Commission for the Deaf and Hard of Hearing conducts a full-scale inspection of all equipment in Complainant's unit to independently verify that all equipment (including but not limited to the lifeline, smoke alarms and the doorbell system) are in working order. This full-scale inspection shall take place as soon as possible, at Mr. O'Dell's convenience but no later than 30 (if that meets with his scheduled) days following the execution of this Agreement. Respondent agrees to provide a CDI and ASL interpreter to Complainant for this inspection. Respondent agrees to retain Jonathan O'Dell (or someone who replaces him if he leaves his position)of the Massachusetts Commission for the Deaf and Hard of Hearing to test all equipment in Complainant's unit on a semi-annual basis (on or before October 30, 2016 and on or before April 30, 2017. Respondent agrees to provide a CDI and ASL interpreter to Complainant for all such tests. Respondent's concern is that their personnel have discovered that equipment is working one day and not working the next due to someone turning something off or on.

Respondent will check equipment monthly to ensure working condition but would also request that Complainant and her providers notify Respondent if they notice/discover/observe equipment not working properly at any time.

(i) Correspondence - to provide a copy of all correspondence with Complainant to her Stavros advocates, Lee Nettles and Eva-Maria Branciwicz, at 227 Berkshire Avenue, Springfield, Massachusetts 01109, and her case manager, Becca Donah , of Greater Springfield Senior Services, at 66 Industry Avenue, #9, Springfield, Massachusetts and Meris Bergquist, Esq. I the names and or addresses of her service providers change, Respondent shall be notified forthwith by Complainant or her counsel of those changes.

5. Relief In the Public Interest: Respondent agrees:

(a) MCAD Monitoring - to pay the Massachusetts Commission Against Discrimination with the total sum of fifteen thousand dollars ($15,000) to monitor Respondent's compliance with the terms of this Agreement. (i) Three payments of five thousand dollars ($5,000) each shall be made on or before July 1, 2016, on or before July 1, 2017, and on or before July 1, 2018 (ii) The three (3) checks shall be made payable to the Massachusetts Commission Against Discrimination, and mailed to Lennie De Souza Smith, MCAD, One Ashburton Place, Room 601, Boston, MA 02108.

(b) Reasonable Accommodation/Modification Policy - to establish a formal reasonable accommodation policy to conform to, or if they already have such a policy, to review and (if needed) revise same to conform to M.G.L. c. 151B; (i) the policy shall include express language covering the topic of Respondent's obligation to grant reasonable accommodations and reasonable modifications to all qualified individuals with

disabilities, including individuals with hearing impairments, when they are not an undue financial and administrative burden; (ii) within sixty (60) days of the Settlement Date, Respondent will submit a copy of their reasonable accommodation/modification policy to: Alexandra DeAranzeta, Interim Director of Training, MCAD, One Ashburton Place, Room 601, Boston, MA 02108; (ii) adoption of MCAD's changes to Respondent's RA policy within 30 days of receiving guidance from the MCAD.

(c) Record Keeping - (i) to institute record keeping for all SHA properties to demonstrate that each reasonable accommodation request receives proper consideration; (ii) for each reasonable accommodation request, Respondent shall record: the nature of the request; the date of the request; the action taken; the date action was taken; if Respondent denies a particular reasonable accommodation request, they shall also record the date they contacted the requester to discuss alternative accommodations or to request further information from medical providers; a list of alternative accommodations they discussed with the requester; the reason the request was denied; and a written record of the above shall be kept as a written log or spreadsheet.

(d) Notification to Tenants – within sixty days of receiving MCAD's approval of their reasonable accommodation policy, they will notify all of their tenants of their reasonable accommodation policy; (i) the notice shall be displayed in the common area of every management office, the public housing application office, the Section 8 (Rental Assistance Office)application office, the administrative office; (II) a second notice shall also be displayed in the management office of every apartment building, the public housing application office, the Section 8 application office, and the administrative office, this notice shall contain similar language to that set forth in Exhibit A.

(e) Report – to submit a report to MCAD on all reasonable accommodation and reasonable modification requests submitted by any tenant, program participant or applicant semi-annually for the three (3) years of the term of this Agreement;

(f) Fair Housing Training – to have all staff who interact with tenants or potential tenants, as well as supervisory maintenance personnel, attend fair housing training annually for the three (3) years following the execution of this Agreement and provide documentation of each employee's attendance of fair housing training each year for the term of this Agreement. Such training shall be by an entity approved by HUD or MCAD and may be provided by the Massachusetts Fair Housing Center.

6. Release of Claims: In exchange for the promises and performance thereof set forth herein, the parties and their heirs, successors, assigns, employees and agents hereby release and forever discharge each other from any and all suits, claims, demands, debts, sums of money, damages, interest, attorneys' fees, expenses, actions, causes of action, judgments, accounts, promises, contracts, agreements, and any and all claims of law or in equity, whether known or unknown, which they now have or ever have had against the other at any time up until the execution of this Agreement which arise out of or relate to the matters set forth in Complainant's Charge of Discrimination. The Complainant agrees to waive all rights to bring or pursue any other or further administrative or civil action of any kind covered by the Fair Housing Act and M.G.L. c. 151B, against Respondent with respect to any allegations referred to in this Agreement, subject to the performance by the parties of the terms contained herein.

7. Compliance Review: The Respondent recognizes the power of MCAD and HUD to review compliance with this Agreement. In such review MCAD and HUD may demand written reports detailing compliance, may inspect the premises, may interview witnesses, and may examine and copy documents.

8. No Admission of Liability: The entry of this Agreement does not constitute an admission of liability by Respondent, or any violation of M.G.L. c151B or any other state or federal statutes.

9. Acknowledgement of Public Record: All parties hereto understand and accept that this Agreement is considered a matter of public record based on a contractual cooperative agreement entered into between MCAD and HUD.

10. Retaliation Prohibited. The parties acknowledge that it is unlawful for any person or entity to discriminate against any other person because that person has opposed any practices forbidden under state and federal statutes or because the person has filed a complaint, testified, or assisted with any proceeding before the MCAD and/or HUD, or to coerce, intimidate, threaten or interfere with any person in the exercise and enjoyment of any right granted or protected by state and federal statutes, or to coerce, intimidate, threaten or interfere with such person for having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by the Fair Housing Act and M.G.L. c. 151B.

11. Authority to Re-File: The parties hereto agree that the Complainant may re-file her complaint if the terms of this Agreement are not satisfied, provided the statute of limitations has not run.

12. Period of Effectiveness: This Agreement shall remain in effect until the Respondent has complied with all of the provisions above.

WHEREUPON, the parties have executed this Agreement as of the last date below written.

[redacted]

Complainant

[redacted]

Respondent
Springfield Housing Authority
By:

Date: 6/23/2016

Date: _____

REVIEWED FOR MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION

By Its Duly Authorized Representative

Yaw Gyebi, Jr., Esq.
Deputy General Counsel
Acting Chief of Enforcement

11. Authority to Re-File: The parties hereto agree that the Complainant may re-file her complaint if the terms of this Agreement are not satisfied, provided the statute of limitations has not run.

12. Period of Effectiveness: This Agreement shall remain in effect until the Respondent has complied with all of the provisions above.

WHEREUPON, the parties have executed this Agreement as of the last date below written.

Complainant
[redacted]

Respondent
Springfield Housing Authority
By:

Date:

Date: 6/23/2016

REVIEWED FOR MASSACHUSETTS COMMISSION AGAINST DISCRIMINATION

By Its Duly Authorized Representative

Yaw Gyebi, Jr., Esq.
Deputy General Counsel
Acting Chief of Enforcement

Exhibit A

Notice under Section 504 of the Rehabilitation Act of 1973 and the Americans' with Disabilities Act - ADA

In accordance with the requirements of Section 504 of the Rehabilitation Act of 1973 (Section 504) and Title II of the Americans with Disabilities Act of 1990 ("ADA"), the Springfield Housing Authority (SHA) will not discriminate against qualified individuals with disabilities on the basis of disability in its services, programs, or activities.

Effective Communication: SHA will generally provide, upon request, appropriate aids and services leading to effective communication for qualified persons with disabilities so they can participate equally in the SHA programs, services, and activities. Aids and services may include qualified sign language interpreters, documents in Braille, large print and other ways of providing accessible communications to persons who have speech, hearing, vision or other disabilities.

Modifications to Policies and Procedures: SHA will make reasonable modifications to policies and programs to ensure that people with disabilities have an equal opportunity to enjoy its programs, services, and activities.

SHA will not place a surcharge on a particular individual with a disability or a group of individuals with disabilities to cover the cost of providing auxiliary aids, services or reasonable modifications of policies or programs.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a program, service, or activity of SHA should contact ADA/504 Coordinator, as soon as possible but no later than 72 hours before the scheduled event, meeting, program or activity.

Complaints that a program, service, or activity of SHA is not accessible to persons with disabilities should be directed to the ADA Coordinator **[Name]**

The ADA/504 Coordinator

The ADA/504 Coordinator is responsible for coordinating the efforts of the SHA to comply with Section 504 and ADA and investigating any concerns or complaints regarding access to SHA programs, services or activities. **[Name]** has been designated as the ADA Coordinator and can be contacted at:

(Address and contact information for ADA/504 Coordinator)

The Commonwealth of Massachusetts
Commission Against Discrimination
436 Dwight Street, Rm. 220, Springfield, MA 01103
Phone: (413) 739-2145 Fax: (413) 784-1056

Jamie Williamson, Investigating Commissioner
Massachusetts Commission Against Discrimination
RE: [redacted] v. Springfield Housing Authority
MCAD Docket Number: 15-SPH-02605
HUD Federal Charge Number: 01-15-0542-8

Dear Commissioner:

I hereby request permission to withdraw the complaint I filed with this Commission on 09/28/15, for the following reason:

(6) ☐ I have decided that I no longer wish to pursue my complaint.

(16) **X** The Respondent and I have agreed to a settlement of my complaint which an MCAD Representative has signed.

(18) ☐ The issue that initiated my complaint has been resolved to my satisfaction; namely, Respondent(s) have agreed to:_____.

I understand that upon the granting of this request, I may bring no further complaint on the same matter before the Massachusetts Commission Against Discrimination. I also wish to withdraw my complaint regarding this matter filed with the U.S. Department of Housing and Urban Development (HUD) under the federal Fair Housing Act (Title 8)

I have been advised that it is unlawful for any person covered by Chapter 151B and the federal Fair Housing Act (Title 8) to threaten, intimidate or harass me because I have filed a Complaint. I have not been coerced into requesting this withdrawal.

I have been advised of my right to seek enforcement of the terms of the settlement for which I agreed to withdraw my Complaint. If the Respondent does not comply with the terms agreed to withdraw my complaint, I have six (6) months, from the date of signing this form, to request that my complaint with MCAD be reactivated.

If violations of other laws under HUD jurisdiction have been alleged, HUD retains Jurisdiction over such allegations.

Authorization for this request is indicated by the following Certification of Withdrawal by Complainant, **OR** Certification of Authorization to Withdraw by Counsel.

_____
Complainant's name and signature Date:

Certification of Authorization to Withdraw by Counsel

I am authorized as Counsel of Record for the Complainant and have the authority and permission to sign for the Complainant in this matter. I have advised the Complainant that it is unlawful for any person to threaten, intimidate, or harass him/her because s/he filed a complaint. Complainant has represented that s/he has not been coerced into requesting this withdrawal.

Meus Bergquist
Attorney's name and signature Date: 6/28/16

EJB 11/08/2013