

**SETTLEMENT AGREEMENT AND RELEASE OF ALL CLAIMS BETWEEN
LUCIA GILLIS AND THE SUISUN CITY HOUSING AUTHORITY, ET AL.**

Case Name: Gillis / Suisun City Housing Authority et al.

Case Number: 202104-13293319

HUD Case Number:

Property Address: 701 Civic Center Boulevard, Suisun City CA 94585

Description: Other

No. of Units: 1

This Agreement is made and entered into by and between Lucia Gillis (“Complainant”) and Suisun City Housing Authority, Greg Folsom, Lisa Bewley, Kathy Lawton, (“Respondent/s”), collectively the “parties.”

1. The parties understand and agree that this Settlement Agreement (“Agreement”) does not constitute an admission of liability or wrongdoing on the part of Respondents, or any of them, or that the facts and circumstances alleged in the complaint of discrimination Complainant filed with the Department of Fair Employment and Housing (DFEH) are true.
- *2. The parties further understand and agree that the confidentiality of the mediation process leading up to this Agreement shall be maintained in full accordance with the provisions of Evidence Code section 1115, et seq., and as provided in the DFEH’s Agreement to Mediate and Confidentiality Agreement signed by the parties.
3. In consideration of the promises of Respondents, and each of them, contained in paragraph 6 of this Agreement, Complainant agrees not to institute or cause to be instituted any action in state or federal court, or before any local, state, or federal governmental entity, that arises out of or reasonably relates in any manner to the alleged unlawful acts and/or omissions of Respondents, or any of them (or any of Respondent’s agents, employees, or representatives) with respect to the above referenced complaint or any other matter relating to or arising out of Complainant’s charge of discrimination.
4. Complainant and Respondents agree that after signing this Agreement, the above-described complaint of discrimination will be administratively closed.
5. Complainant acknowledges that the consideration identified in paragraph (6) of this Agreement is made in full and complete satisfaction of any and all present and prospective claims, demands, actions, causes of action, liabilities, and/or damages of any kind whatsoever claimed by Complainant in connection with the alleged actions or activities that gave rise to the above-referenced complaint, and hereby releases and forever discharges Respondents, and each of them, their agents, employees and representatives from all such claims, demands, actions, causes of action, liabilities, and/or damages.

*Provisions enumerated in this Agreement with an asterisk, i.e., paragraphs 2, 6 (a), 6 (b), 7, 12, 14, 15, 16, 17, 19, 20 and DFEH Representative’s name, job title, and signature are mandatory provisions, which must be included in all Housing Settlement Agreements reached through the DFEH’s Dispute Resolution Division.

Revision Date (02/2021)

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*6. In exchange for the promises of Complainant set forth above, Respondents agree to:

A. Monetary Compensation: SCHA will pay Complainant the sum total of Seventy-Five Thousand Dollars (\$75,000) in the form of a business check payable to "Lucia Gillis" and will deliver the check via overnight mail with tracking capability within thirty (30) days of the effective date of this agreement to Fair Housing Advocates of Northern California at the following address: 1314 Lincoln Ave. Suite A, San Rafael, CA 94901. To show compliance with this paragraph, within sixty (60) days of signing this agreement, Respondent shall send a letter confirming compliance with the above terms via private, confidential e-mail to the DFEH Dispute Resolution Division, at DRDReferrals@dfeh.ca.gov.

B. Affirmative Relief:

i. Policy Changes: SCHA will amend its Administrative Plan in regard to its live-in aid and reasonable accommodation policies as follows:

- a) SCHA will remove following language from Section 5-II.B. (Determining Family Unit (Voucher) Size) of the SCHA Administrative Plan: "Live-in attendant shall not be granted a separate bedroom when there is another adult in the household capable of assisting" and will replace it with the following language: "Live-in attendants may be provided a separate bedroom; however, no additional bedrooms will be provided for members of the attendant's family."
- b) SCHA will not require reasonable accommodation requests to be made in writing or in any particular manner and will not charge applicants/participants for providing any forms related to reasonable accommodation requests.
- c) SCHA will amend all necessary policies, forms, and sections of the SCHA Administrative Plan, including but not limited to Section 5-II.C. (Exception to Subsidy Standards), in order to reflect the following policies in compliance with state and federal fair housing law and the Joint Statement of HUD and DOJ regarding reasonable accommodations:
 1. Reasonable accommodation requests may be made at any time and in any manner (verbal or in writing),
 2. When requesting a reasonable accommodation, the applicant/participant need not use any particular form or mention the Fair Housing Act or use the words "reasonable accommodation."
 3. A person with a disability need not personally make the reasonable accommodation request; the request can be made

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- by a family member or someone else who is acting on their behalf.
4. The housing authority may not require a person with a disability to pay extra fees or deposits as a condition of requesting or receiving a reasonable accommodation.
 5. If an individual's disability is not obvious or the connection between the disability and the requested accommodation is unclear, the housing authority may request substantiation from a knowledgeable third party (eg: a doctor, therapist or social worker) verifying that the individual is disabled and that the requested accommodation is necessary because of the tenant's disability; however, if the disability and the connection are obvious the housing authority may not request additional documentation.
 6. While the housing authority may request verification of a disability and/or the connection between the disability and the requested accommodation, the housing authority may not deny the request or fail to respond to the request because the participant/applicant did not initially supply verification.
 7. The housing authority is not entitled to "extraneous information" and may not delay or deny a reasonable accommodation request because an applicant/participant fails to provide additional medical information once sufficient evidence has been provided to verify the disability and the related need for the accommodation.
- d) SCHAs will specifically amend the following language in the Administrative Plan to comply with the above:
1. Section 5-II.C. (Exception to Subsidy Standards): "The PHA will only consider granting an exception for those who are disabled and need the exception as a reasonable accommodation. The family must request any exception to the subsidy standards in writing within fourteen (14) calendar days of the PHA's determination of family unit size. The request must explain the need or justification for a larger family unit size, and must include appropriate documentation. The PHA must receive third party verification from a doctor, medical professional or social service professional before a medical exception can be granted. The family's continued need for an additional bedroom due to special medical equipment must be re-verified at annual reexamination. The PHA will notify the family of its determination within fourteen (14) calendar days of receiving the family's request. If a participant family's request is denied, the notice will inform the family of their right to request an informal hearing."
 2. Section 5-II.E (Voucher Term, Extensions, and Suspensions): "All requests for extensions to the voucher term must be in

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writing and submitted to the PHA prior to the expiration date of the voucher (or extended term of the voucher)."

- e) To show compliance with this paragraph, within thirty (30) days of signing this agreement, Respondent shall send a draft of the proposed policy changes to Complainant's attorney at ursula@fairhousingnorcal.org for approval. All policy changes will be effective within 60 days of signing this agreement.

C. Training: Kathy Lawton-Caesar, Greg Folsom, and Charlynn Murray shall attend two fair housing trainings (lasting at least three hours each) conducted by Fair Housing Advocates of Northern California (FHANC), at Respondent's expense. The cost of training is \$750 per session to be paid to FHANC on or before the date of each training session. The first training shall take place within three (3) months of the signing of this Agreement and the second training shall take place one (1) year after the first. Trainings will take place via video conference. To show compliance with this paragraph, Respondent shall obtain a certificate from FHANC at the conclusion of each fair housing training session and provide those to the Department within two weeks of each training. The certificates shall be sent via private, confidential e-mail to the DFEH Dispute Resolution Division, at DRDReferrals@dfeh.ca.gov. The requirements under this provision shall not extend past an individual's cessation of employment with Suisun City.

D. Compliance with Fair Housing Laws: Respondent shall abide by all state and federal laws prohibiting discrimination on the basis of disability, or membership in any other class protected under federal or state law.

Within thirty (30) days, unless timing indicated otherwise, Respondents will send a letter confirming compliance with the above terms via private, confidential e-mail to the DFEH Dispute Resolution Division, at DRDReferrals@dfeh.ca.gov.

- *7. Complainant and Respondents mutually agree that this Agreement is a public document. Nothing in this Agreement shall prevent, impede or interfere with the disclosure of the existence of settlement or the factual information related to the underlying administrative complaint filed with DFEH.
- 8. The parties agree that the provisions of this Agreement are contractual and not mere recitals.
- 9. Each party, in signing this Agreement, warrants they have the authority to bind the entity or individual on whose behalf the party has signed.
- 10. The parties understand and agree that this Agreement constitutes the sole Agreement between the parties regarding the above-described complaint of discrimination and that, in signing this Agreement, the parties have not relied on any other promises, inducement, or representations, other than as expressly set forth herein, in deciding to sign this Agreement. This Agreement constitutes the sole Agreement between the parties as to the above-described complaint of discrimination and may only be modified in a writing signed by all parties.

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11. If any provision of this Agreement is held to be invalid and/or unenforceable, the Agreement shall be considered as if the invalid and/or unenforceable portion did not exist, with all remaining portions considered valid and enforceable.
- *12. The parties agree and understand that if any Respondent defaults in its obligations under this Agreement, in whole or in part, the DFEH has the authority to file a civil action against that Respondent to enforce this Agreement in court or to reopen the complaint as to that Respondent, continue its investigation, and pursue the complaint to the full extent of the DFEH's statutory powers.
13. Respondents acknowledge their affirmative duty under the Fair Employment and Housing Act (FEHA) not to discriminate, 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 FEHA.
- *14. In signing this Agreement, the parties agree, understand, and intend that this Agreement shall be binding and enforceable as permitted under law.
- *15. Should any party fail to comply with its obligations under this Agreement, in whole or in part, in any action or proceeding brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
- *16. In signing this Agreement, Complainant and each Respondent acknowledge that neither the mediator nor the DFEH or any of its agents or employees has served as an attorney or a tax advisor to Complainant or to any Respondents. Complainant and Respondents further acknowledge that each has the right to consult with an attorney, to seek tax advice, and to review this Agreement with an attorney and/or tax consultant, prior to signing.
- *17. This Agreement shall be interpreted under the laws of the State of California.
18. In signing this Agreement, Complainant hereby waives any rights that Complainant has, or after signing this Agreement may have, as set forth under Civil Code section 1542, which provides as follows:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.
- *19. This Agreement may be signed in counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement. Faxed, electronic and/or email signatures shall be acceptable signatures for purposes of binding the parties to the terms of this Agreement.
- *20. By their respective signatures, Complainant and each Respondent acknowledge that: 1) they have carefully read and fully understand all the provisions of this Agreement; 2) they are voluntarily entering into this Agreement with full knowledge of the rights they may be waiving; 3) they have entered into this Agreement based on their own judgment; and 4) they have not relied upon any representations or promises not contained in this Agreement.

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