



U.S. Department of Housing and Urban Development
Office of the Assistant Secretary
for Fair Housing and Equal Opportunity
451 7th Street, S.W.
Washington, D.C. 20410-2000

February 03, 2022

Sarah Carthen Watson, Legal Director
Louisiana Fair Housing Action Center
1340 Poydras Street, Suite 710
New Orleans, LA 70112

Dear Representative of Louisiana Fair Housing Action Center:

Subject: Housing Discrimination Complaint
GNOFHAC v. Sailboat Bay Apartments, LLC., et al.
HUD Case No. 06-18-9998-8

Attached is a copy of a closure document sent to your client, relating to the subject housing discrimination complaint.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Doles", followed by a horizontal line extending to the right.

Robert Doles, Director
Department of Housing and Urban Development
FHEO, Office of Systemic Investigations

Enclosures



U.S. Department of Housing and Urban Development
Office of the Assistant Secretary
for Fair Housing and Equal Opportunity
451 7th Street, S.W.
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February 03, 2022

Louisiana Fair Housing Action Center
1340 Poydras Street, Suite 710
New Orleans, LA 70112

Dear Complainant:

Subject: Housing Discrimination Complaint
GNOFHAC v. Sailboat Bay Apartments, LLC., et al.
HUD Case No. 06-18-9998-8

The above-referenced housing discrimination complaint, which was filed with the U.S. Department of Housing and Urban Development (HUD), on October 27, 2017, has been resolved by the execution of a HUD Conciliation Agreement (Agreement), as provided under §810(b) of the Fair Housing Act of 1968, (Act) as amended [42 U.S.C. §3601 et seq.].

On **February 03, 2022**, the Conciliation Agreement was signed and approved on behalf of the Secretary, as required under §810(b)(2) of the Act and §103.310 of HUD's regulations implementing the Act. By executing this Agreement, the parties have agreed that all issues that were raised in the above-referenced complaint are resolved. By approving this Agreement, HUD has concluded that its provisions will adequately vindicate the public interest. Accordingly, HUD has terminated its investigation, and has administratively closed the complaint, effective as of **February 03, 2022**. A copy of the HUD-approved Agreement is enclosed for your records.

This closure is not a determination on the merits of the allegations contained in the HUD complaint.

By executing this Conciliation Agreement, the parties have committed to comply with the provisions specifically designed to resolve the issues raised in the complaint, and to further the public interest in fair housing.

Retaliation is a violation of the Fair Housing Act. Section 818 of the Act makes it unlawful to retaliate against any person because he or she has filed a housing discrimination complaint; is associated with a complainant; has counseled or otherwise assisted any person to file such a complaint; or has provided information to HUD during a complaint investigation. Section 818 also protects complainants against retaliatory acts that occur after a complainant has withdrawn, settled, or conciliated a housing discrimination complaint. Any person who believes that he or

she has been a victim of retaliation for any of the reasons listed above may file a housing discrimination complaint with HUD within one (1) year of the date on which the most recent alleged retaliatory act(s) occurred or ended.

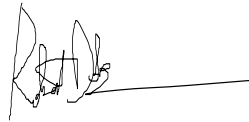
Enforcement by the Attorney General. Section 810(c) of the Act provides that whenever HUD has reasonable cause to believe that a respondent has breached a Conciliation Agreement, HUD shall refer the matter to the Attorney General with a recommendation that a civil action be filed on behalf of the complainant. Section 814(b)(2) of the Act authorizes the Attorney General to file a civil action in an appropriate United States District Court for appropriate relief with respect to the breach of a HUD Conciliation Agreement.

If an aggrieved person believes that a respondent has breached a HUD Conciliation Agreement, he or she should promptly report the alleged breach to the HUD Office that investigated the complaint.

Public Disclosure. Section 103.330(b) of HUD's regulations implementing the Act provides that Conciliation Agreements shall be made public, unless the aggrieved person and the respondent request nondisclosure and HUD determines that disclosure is not required to further the purposes of the Act. Notwithstanding a determination that disclosure of an Agreement is not required, HUD may publish tabulated descriptions of the results of all conciliation efforts.

If you have any questions regarding this case, please contact Danielle Sievers, Equal Opportunity Specialist, at (202) 394-2551 for assistance.

Sincerely,

A handwritten signature in black ink, appearing to read 'R. Doles', followed by a horizontal line extending to the right.

Robert Doles, Director
Department of Housing and Urban Development
FHEO, Office of Systemic Investigations

Enclosures

cc: Sarah Carthen Watson, Legal Director
1340 Poydras Street, Suite 710
New Orleans, LA 70112



UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

Louisiana Fair Housing Action Center
(Complainant)

and

Sailboat Bay Apartments, LLC
Realty Ventures, Inc.
Christopher Hodgins
(Respondents)

HUD CASE NAME: *GNOFHAC v. Sailboat Bay Apartments, LLC, et al.*

HUD CASE NUMBER: 06-18-9998-8

HUD Date Filed: **October 27, 2017**

Effective Date of Agreement: February 3, 2022

Expiration Date of Agreement: February 3, 2025

A. PARTIES AND SUBJECT PROPERTY

Complainant

Louisiana Fair Housing Action Center¹
1340 Poydras Street, Suite 710
New Orleans, LA 70112

Respondents

Sailboat Bay Apartments, LLC
Realty Ventures, Inc.
Chris Hodgins²
8600 Pontchartrain Boulevard, Suite 209
New Orleans, LA 70124

Subject Property

Sailboat Bay Apartments
8600 Pontchartrain Boulevard
New Orleans, LA 70124

B. STATEMENT OF FACTS

A complaint was filed on October 27, 2017, with the United States Department of Housing and Urban Development (“Department”) alleging that the Complainant was injured by Respondents’ discriminatory acts. Complainant alleged that the Respondents violated subsections 804(a) and 804(b) of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Amendments Act of 1988 (“Act”).

While the investigation was ongoing, Complainant changed its name from the Greater New Orleans Fair Housing Action Center to the Louisiana Fair Housing Action Center and broadened its mission to eradicate housing discrimination in the state of Louisiana.

Respondents deny having discriminated against Complainant but agree to settle the complaint by entering into this Conciliation Agreement.

C. TERM OF AGREEMENT

1. This Conciliation Agreement (“Agreement”) shall govern the conduct of the parties to it for a period of three (3) years (“Term”) from the Effective Date of the Agreement.

¹ Complainant changed its name from the Greater New Orleans Fair Housing Action Center (GNOFHAC) to the Louisiana Fair Housing Action Center during the investigation. Louisiana Fair Housing Action Center will be used throughout the Agreement, except for the case name.

² A typographical error is contained in the complaint, which names Chris Hodges rather than Chris Hodgins as a Respondent. Chris Hodgins will be used throughout 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 Department, through the Office of Fair Housing and Equal Opportunity (“FHEO”) Deputy Assistant Secretary for Enforcement and Programs or her designee.
2. This Agreement shall become effective on the date on which it is approved by the FHEO Deputy Assistant Secretary for Enforcement and Programs or her designee (“Effective Date”).

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. It is understood that Respondents deny any violation of law and this Agreement does not constitute an admission by Respondents or evidence of a determination by the Department of any violation of the Act or any other law.
3. 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.
4. This Agreement, after it has been approved by the FHEO Deputy Assistant Secretary for Enforcement and Programs, or her designee, is binding upon Respondents, their employees, heirs, successors and assigns.
5. It is understood that, pursuant to subsection 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Deputy Assistant Secretary for Enforcement and Programs or her designee, it is a public document.
6. 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 Act, or any other complaint within the Department’s jurisdiction.
7. 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 Deputy Assistant Secretary for Enforcement and Programs or her designee.

8. The parties agree that the execution of this Agreement may be accomplished by separate executions of consent to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.
9. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondents, their heirs, executors, successors, assigns, agents, officers, board members, employees, or attorneys with regard to any and all claims, damages, or injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 06-18-9998-8, or which could have been filed in any action or suit arising from said subject matter.
10. Respondents hereby forever waives, releases, and covenants not to sue the Department or Complainant, its heirs, executors, successors, assigns, agents, officers, board members, employees, or attorneys with regard to any and all claims, damages, or injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 06-18-9998-8, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

1. Respondents agree to pay Complainants \$35,000.00 within a year of the Effective Date of this Agreement through installment payments as outlined below. Each installment payment will be in the form of a certified check or business check made payable to Louisiana Fair Housing Action Center and mailed to Cashaua Hill, Executive Director, Louisiana Fair Housing Action Center, 1340 Poydras Street, Suite 710, New Orleans, LA 70112. Respondents will provide a copy of the check to the Department within ten (10) days of each installment payment.

a. Installment Payment Schedule

<u>Amount</u>	<u>Due Date</u>
\$10,000.00	Within 60 days of the Effective Date
\$12,500.00	Within 180 days of the Effective Date
\$12,500.00	Within 365 days of the Effective Date

G. RELIEF IN THE PUBLIC INTEREST

1. Respondents agree to comply with all the provisions of the Act. Respondents acknowledge that the Act makes it unlawful to discriminate on the basis of race, color, national origin, religion, sex (including sexual orientation and gender identity), familial status, or disability, and further makes it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford people with disabilities an equal opportunity to use and

enjoy a dwelling.

2. Within thirty (30) days of the Effective Date of this Agreement, Respondents shall prominently post a fair housing poster and fair housing brochures where notices are normally posted at all properties owned, managed, or operated by Respondents. A poster that comports with 24 C.F.R. Part 110 will satisfy the requirement for the poster. Either of the following brochures are acceptable:
 - a. https://www.hud.gov/sites/documents/FHEO_BOOKLET_ENG.PDF; or
 - b. https://www.hud.gov/sites/documents/ARE_YOU_A_VICTIM_ENG.PDF

3. Within thirty (30) days of the Effective Date of this Agreement, Respondents shall add the following phrase to its rental application(s), lease(s), lease renewal(s), and website(s) for all properties owned, managed, or operated by Respondents:

We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, sex (including sexual orientation or gender identity), national origin, religion, disability, or familial status. A copy of our Non-Discrimination Policy can be obtained on our website or at any of our rental offices.

4. Within sixty (60) days of the Effective Date of this Agreement, Respondents shall include the words “Equal Housing Opportunity” and/or the fair housing logo in all rental advertising conducted by Respondents, or their agents or employees, in all media, including, but not limited to, newspapers, flyers, handouts, telephone directories, websites, and other written materials; on radio, television, online, or other media broadcasts; and on all billboards, signs, pamphlets, brochures, and other promotional literature. The words and/or logo shall be prominently displayed and easily readable. For site signs, this can be accomplished by adding a plate to the sign.
5. Respondents agree that within ninety (90) days of the Effective Date of this Agreement and annually for the Term of this Agreement, all leasing and management staff who work with tenants at all properties owned, managed, or operated by Respondents shall attend a live training session on fair housing (minimum of three (3) hours) provided by a fair housing agency or other qualified trainer, subject to prior approval by the Department and Complainant. The training must include sections on race and national origin discrimination, criminal records, disparate impact, and a question/answer portion. At least thirty (30) days prior to the training date, Respondents will send the Department and Complainant the name and qualifications of the selected trainer as well as the training materials for review and approval. Respondents will provide the Department written certification that the training has been completed, along with a list of the attendees, within one hundred (100) days of the Effective Date of this Agreement and ten (10) days after completion of annual training in subsequent years.

6. Within one hundred and twenty (120) days of the Effective Date of this Agreement, Respondents shall develop a Non-Discrimination Policy for all properties owned, managed, or operated by Respondents. Respondents shall submit the policy to the Department for review prior to implementation.
7. Within one hundred and twenty (120) days of the Effective Date of this Agreement, Respondents will revise its Admissions Guidelines and Criteria Sheet for all properties owned, managed, or operated by Respondents to comport with the following laws and guidance:
 - a. The Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988;
 - b. HUD's Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions;
 - c. The DOJ/HUD Joint Statement on Reasonable Accommodations;
 - d. FHEO Notice FHEO-2020-01: Assessing a Person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act.

Respondents shall notify the Department of all modifications resulting from such revisions and receive feedback from the Department prior to finalizing either document.

Specifically, for the criminal history policy, the following criteria will be included:

- a. Arrests, charges, expunged convictions, convictions reversed on appeal, vacated convictions, misdemeanors, offenses where adjudication was withheld or deferred, pardoned convictions, sealed records, and criminal activity beyond the period specified in subparagraph c. will not be considered as they are not a reliable basis upon which to assess the potential risk to resident safety or property posed by a particular individual.
- b. Types of crimes that will be considered are felony criminal convictions related to property offenses, drug manufacturing and distribution offenses, fraud offenses, major violent offenses against persons, and sex offenses. Each type of crime shall be defined in the policy.
- c. The timeframe of felony criminal convictions that will be considered are those where the criminal activity occurred in the past five (5) years (based on date of the offense).
- d. Those applicants that are determined to have a covered type of crime in the timeframe for consideration ("covered criminal conduct") will be provided written notice that includes the specific information from the background check that creates a concern and be provided with the opportunity to provide additional information for the property to consider. The timeframe to provide additional information will be at minimum fourteen (14) days.
- e. Individualized assessments of those with covered criminal conduct will consider when the conviction occurred, what the underlying conduct entailed, whether the prior conduct took place at the person's prior residence and disturbed others' quiet enjoyment or the operation of the property, whether the prior conduct related to the

applicant being a survivor of domestic violence, and what the convicted person has done since the conviction (good tenant history, evidence of rehabilitation efforts, etc.). If an individual does not submit additional information, the assessment will be based on the information available to the property.

- f. If, after the individualized assessment, the property decides to deny the applicant, a written notice of the determination will be sent to the applicant describing the information reviewed in the assessment and the reason for the denial (why the property believes the covered criminal conduct is evidence that its decision will protect resident safety and/or property). Respondents shall notify denied applicants that they can file a complaint with the U.S. Department of Housing and Urban Development if they feel they have been discriminated against in the application review process by providing the following language in the written notice:

Any applicant who believes that they have experienced housing discrimination may contact the U.S. Department of Housing and Urban Development at 1-800-669-9777 or file a complaint online at:

www.hud.gov/program_offices/fair_housing_equal_opp/online-complaint.

8. Within thirty (30) days of the Department's approval of the Non-Discrimination Policy and revised Admissions Guidelines and Criteria Sheet (collectively, "Policies"), Respondents shall take the following actions:
 - a. Prominently post the Policies where notices are normally posted at all properties owned, managed, or operated by Respondents;
 - b. Add the Policies to the website(s) for all properties owned, managed, or operated by Respondents, including a link to the policies on the Respondents' "Rental Applications" page of the website(s);
 - c. Send notice of the Policies to all current tenants and employees of all properties owned, managed, or operated by Respondents. New employees shall be provided the Policies within 30 days of their start date.
 - d. Include the Policies with all rental applications provided to prospective tenants. For electronic applications, this can be accomplished by the link to the Policies provided on the "Rental Applications" page of the website(s) as outlined in 8.b. For instances where prospective applicants do not have access to the internet, Respondent will provide a hard copy on request.
9. During the term of this Agreement, Respondents shall provide quarterly reports to the Department of any application denied due to criminal history or criminal record for any property owned, managed, or operated by Respondents. The report shall include the application, tenant scorecard, denial letter, a written statement of the reason(s) for denial, and the following information on the applicant, if provided by the applicant: name, address, telephone number, email address, race, and the race of any individual applying with the applicant.
10. During the term of this Agreement, Respondents shall provide quarterly reports to the Department of any evictions due to criminal history or criminal record for any property

owned, managed, or operated by Respondents. The report shall include the eviction notice, lease violation letter, written statement of the reason(s) for eviction, and the following information on the tenant, if provided by the tenant: name, address, telephone number, email address, race, and the race of any individual residing with the tenant.

H. MONITORING

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

I. REPORTING AND RECORDKEEPING

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

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
Office of Systemic Investigations
ATTENTION: Danielle Sievers, Equal Opportunity Specialist
Danielle.L.Sievers@hud.gov

J. CONSEQUENCES OF BREACH

1. Whenever the Department has reasonable cause to believe that 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 subsections 810(c) and 814(b)(2) of the Act.
2. In the event Respondents fail to comply in a timely fashion with any requirement of this Agreement, the Department will provide Respondents with written notice and a reasonable opportunity to cure any alleged breach with this Agreement, not to be less than thirty (30) days, prior to acting to enforce the terms of the Agreement as outlined in J.1.

COMPLAINANT SIGNATURE

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



1/25/2022

Cashauna Hill
Executive Director, Louisiana Fair Housing Action Center

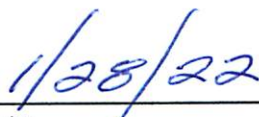
Date

RESPONDENTS' SIGNATURES

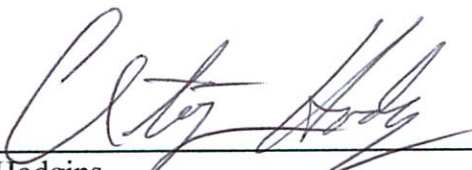
These signatures attest to the approval and acceptance of this Conciliation Agreement.



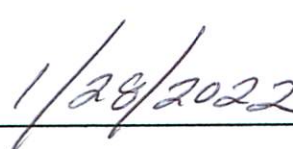
Leo M. Hodgins, 8600 Pontchartrain Blvd., Str. 209
New Orleans, La. 70124, 504-283-8800
Realty Ventures, Inc., Licensed under LA
Real Estate Commission
Managing Member, Sailboat Bay Apartments, LLC
President, Realty Ventures, Inc.
On Behalf of Respondents:
Sailboat Bay Apartments, LLC
Realty Ventures, Inc.



Date



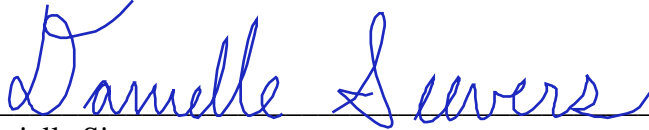
Chris Hodgins
Manager, Sailboat Bay Apartments, LLC



Date

APPROVAL

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



2/2/2022

Danielle Sievers

Date

Equal Opportunity Specialist, Office of Systemic Investigations
Office of Fair Housing and Equal Opportunity

Robert Doles

Robert Doles

Date

Director, Office of Systemic Investigations
Office of Fair Housing and Equal Opportunity