

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN  
DEVELOPMENT**

**TITLE VIII**

**CONCILIATION AGREEMENT**

**between**

Fair Housing Center of Central Indiana  
(Complainant)

**and**

Rosita Simmons  
Woodruff Place Apartments, Inc.  
(Respondents)

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

**FHEO CASE NUMBER: 05-24-0415-8**

**A. PARTIES AND SUBJECT PROPERTY**

Complainant

Fair Housing Center of Central Indiana  
c/o Amy Nelson, Executive Director  
429 N. Pennsylvania Street  
Suite 401  
Indianapolis, IN 46204

Respondents

Rosita Simmons  
504 Woodruff Place West Dr.  
#4  
Indianapolis, IN 46201

Woodruff Place Apartments, Inc.  
1106 Bates St.  
Indianapolis, IN 46202

Subject Property

Woodruff Place Apartments  
504 Woodruff Place West Dr.  
Indianapolis, IN 46201

**B. STATEMENT OF ALLEGATIONS**

A complaint was filed on May 28, 2024, with the United States Department of Housing and Urban Development (the “Department”) alleging that the Complainant was injured by discriminatory acts of the Respondents. Complainant alleges that Respondents, violated §§804(b), 804(c), 804(f)(2), and 804(f)(3)(B) of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (the “Act”), on the bases of disability and familial status by denying reasonable accommodations to applicants with emotional support animals and charging additional occupant fees including for infants. These acts were discovered through testing.

Respondents deny having discriminated against Complainant but agree to settle the claims in the underlying action by entering into this Conciliation Agreement.

**C. TERM OF AGREEMENT**

1. This Conciliation Agreement (hereinafter “Agreement”) shall govern the conduct of the parties to it for a period of two (2) years 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 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 Regional 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), Chicago Regional Office of the United States Department of Housing and Urban Development (HUD).

**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 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.
6. This Agreement, after it has been approved by the FHEO Regional Director, or his or her designee, is binding upon Respondents, their employees, heirs, successors and assigns and all others in active concert with him in the ownership or operation of Woodruff Place Apartments, 504 Woodruff Place West Drive, Indianapolis, Indiana.
7. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or his or her designee, it is a public document.

8. 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 Fair Housing Act, or any other complaint 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 Regional Director.
10. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original 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 Respondents, 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 Number 05-24-0415-8, 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 and their successors, assigns, agents, officers, board members, 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 Number 05-24-0415-8, or which could have been filed in any action or suit arising from said subject matter.

**F. RELIEF FOR COMPLAINANT**

13. Respondents agree to take the following actions, and, as set forth in this Agreement, will provide the Department with written certification that these requirements have been met:
  - (a) Within fifteen (15) days of the effective date of this Agreement, Respondents shall provide monetary compensation to Complainant, as full and fair settlement of all claims underlying the HUD complaint, in the amount of three thousand five hundred dollars (\$3,500.00). The check shall be made payable to: *Fair Housing Center of Central Indiana*, delivered via trackable delivery to the following address:

429 N. Pennsylvania St.,  
Suite 401  
Indianapolis, IN 46204.

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

14. Respondents agree to adhere to all federal, state, and local fair housing laws.
15. Upon the effective date of this Agreement, Respondents shall no longer apply an additional occupant fee in the following circumstances:
  - a. Toward minor children under the age of eighteen (18).
  - b. When an occupant with a disability needs a live-in caretaker.

Within sixty (60) days of the effective date of the Agreement, Respondents shall issue and distribute a notice to each current tenant-household and each staff member stating the updated policy.

Respondents agree that if they adopt an occupancy policy, it shall be no more restrictive than the latest version of the International Property Maintenance Code. Respondents further agree that any occupancy policy it may adopt shall not consider an individual living in a unit who is under the age of one (1) year as an occupant when determining the occupancy count for a unit.

Upon updating the additional occupant fee policy and notification of residents of the change, Respondents shall provide documentation of compliance to the Department by email to the address listed in Paragraph 24 of this Agreement.

16. Within sixty (60) days of the effective date of this Agreement, Respondents shall adopt a policy prohibiting discrimination on the basis of disability, including a procedure for handling requests for reasonable accommodations and modifications.

This procedure shall include the following:

- (1) A letter acknowledging the receipt of the accommodation or modification request that includes an anticipated timeline for events, including a deadline for the issuance of a final decision;
- (2) A letter requesting more information (if needed) that clearly states that the Respondents will not be able to make any decision on the request until such information is provided;
- (3) Verification form (only if necessary) for completion by a health or social service professional, or other reliable third-party to attest to the requester's disability-related need for the reasonable accommodation or modification;
- (4) A letter approving the reasonable accommodation or modification request and date/description of what was granted;
- (5) A letter denying the reasonable accommodation or modification request and a reason or rationale for the denial.

17. Within sixty (60) days of the effective date of this Agreement, Respondents shall display and maintain HUD Fair Housing posters, form HUD-928.1A (06/2011), in the main rental area of the subject property. Posters may be obtained from HUD's website at [http://portal.hud.gov/hudportal/documents/huddoc?id=Fair\\_Housing\\_Poster\\_Eng.pdf](http://portal.hud.gov/hudportal/documents/huddoc?id=Fair_Housing_Poster_Eng.pdf).
18. Within thirty (30) days of the effective date of this Agreement, Respondents shall provide all staff with digital or paper copies of the HUD-DOJ Joint Statement on Reasonable Accommodations (promulgated May 17, 2004), FHEO Notice: 2020-01: Assessing a Person's Request to Have an Animal as a Reasonable Accommodation under the Fair Housing Act, and the March 20, 1991, HUD Memorandum on Fair Housing Enforcement Policy: Occupancy Cases (Keating Memo). Copies should be made part of any new staff training or orientation.
19. Within thirty (30) days of the effective date of this Agreement, Respondents will add the following language on any printed materials, including any lease or published rules, related to animals: "Our no-pets policy does not apply to animals that are approved as part of a reasonable accommodation for a person with a disability."

Respondents further agree that should they choose to use a website for the subject property again in the future, they shall include the same phrase if the no-pets policy is stated on any such website.

Upon the addition of this language to any printed materials, including the lease and/or published rules, Respondents shall provide a copy of the lease and/or published rules to the Department by email to the address listed in Paragraph 24 of this Agreement.

20. Within one hundred twenty (120) days of the effective date of this Agreement and continuing each year of the Agreement, Respondent Simmons shall attend at least two (2) hours of fair housing training. If Respondents hire any employees during the term of this agreement, the employee(s) shall attend two (2) hours of fair housing training each year that this Agreement is in effect.

The fair housing training shall include an overview of fair housing laws, any critical updates, as well as specific sessions on common discrimination against families with children, reasonable accommodations, and assistance animals.

Upon completion of each training, Respondent Simmons shall provide HUD with a copy of the training agenda, any distributed materials, along with certificates of attendance or sign in sheets for all individuals who attended.

These documents shall be emailed to the Department at the address listed in Paragraph 24 of this Agreement.

Respondents may meet this requirement by attending a free virtual two-hour Fair Housing Basics class presented by the FHCCI in the first year and the Fair Housing Basics class or Fair Housing Disability class in the second year of this Agreement. If Respondent attends the FHCCI trainings, Respondent will only need to provide a certificate of attendance as proof attendance. A FHCCI event schedule is here: <https://www.fhcci.org/events/>

21. Within sixty (60) days of the effective date of this Agreement, Respondents shall provide HUD's fair housing booklet to all new tenants who enter into leases during the term of this Agreement as well as all current tenants. Copies of the booklet may be provided to tenants in hard copy or electronic form. A copy of the booklet is available here: [https://www.hud.gov/sites/documents/FHEO\\_BOOKLET\\_ENG.PDF](https://www.hud.gov/sites/documents/FHEO_BOOKLET_ENG.PDF).
22. Within sixty (60) days of the effective date of this Agreement, Respondents shall begin to include the following statement on the application, lease, and front page of the welcoming packet provided to tenants or prospective tenants: "We are an equal housing opportunity provider. We do not discriminate on the basis of race, color, religion, national origin, sex, familial status, or disability."

Upon the addition of this language, Respondents shall provide documentation of compliance to the Department by email to the address provided in Paragraph 24.

## **H. MONITORING**

23. 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**

24. All required certifications and documentation of compliance with the terms of this Agreement shall be submitted via e-mail to [R5FHEOConciliation@hud.gov](mailto:R5FHEOConciliation@hud.gov).

**J. CONSEQUENCES OF BREACH**

25. Whenever the Department has reasonable cause to believe that the 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 §§ 810(c) and 814(b)(2) of the Act.

**K. SIGNATURES**

*Amy Nelson*

09/24/2024

\_\_\_\_\_  
Amy Nelson on behalf of the  
Fair Housing Center of Central Indiana

\_\_\_\_\_  
Date

*Rosita Simmons*

09/23/2024

\_\_\_\_\_  
Rosita Simmons

\_\_\_\_\_  
Date

*Rosita Simmons*

09/23/2024

\_\_\_\_\_  
On behalf of  
Woodruff Place Apartments, Inc.

\_\_\_\_\_  
Date

**L. APPROVAL**

*Lisa Enrico*

09/24/2024

\_\_\_\_\_  
for Lon M. Meltesen, Director  
FHEO Region V

\_\_\_\_\_  
Date