

**CONFIDENTIAL- FOR SETTLEMENT PURPOSES ONLY**

**AGREEMENT**

This Agreement is between Client and the Norfolk Cooperative, Inc. and Brenneman Property Services.

**BACKGROUND**

1. The Norfolk Cooperative is a housing cooperative located at 5220 North Capitol Street, NW in the District of Columbia.
2. Brenneman Property Services is the management company under contract with the Norfolk Cooperative to manage the property.
3. The Norfolk Cooperative House Rules and Regulations include a “house rule on pets” published on page 7 paragraph 1 that prohibits residents and shareholders from having pets.
4. Client is a shareholder in the Norfolk Cooperative.
5. Client lives at 5220 North Capitol Street, NW
6. Client has epilepsy and pursuant to a physician’s recommendation, owns an assistance animal, namely a cat, to help alleviate the symptoms.
7. Client requested a reasonable accommodation based on his disability from the Norfolk Cooperative’s Board of Directors under the Fair Housing Amendments Act of 1988. 42 U.S.C. §3601-3619 (“FHAA”) to have an assistance animal in his residence. In support of Client’s reasonable accommodation request, Client’s physician provided a letter to the Norfolk Cooperative and to Brenneman Property Services.
8. The Norfolk Cooperative’s Board denied Client’s reasonable accommodation request, refused to allow him to have a cat, and directed him to remove the cat from his unit. The

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Norfolk Cooperative Board further threatened to impose a daily fine and revoke his Proprietary Lease if Client kept his cat in his residence.

9. Client filed a Complaint with the U.S. Department of Housing and Urban Development (“HUD”) (case number not yet assigned) and the District of Columbia Office of Human Rights (“OHR”), case number 08-297-H, alleging violations of the Fair Housing Act (Title 42 U.S.C., Chapter 45, Section 3601 et seq.).
10. The parties have agreed to a settlement of this dispute, without admission of any liability.

In consideration of The Norfolk Cooperative’s compliance with the provisions contained herein, Client agrees to withdraw his HUD and OHR Complaints within three (3) days of receipt of proof of the FHAA training required below and to take no further action with respect to this matter.

The Norfolk Cooperative and Brenneman Property Services agree to the following:

1. The Norfolk Cooperative shall make an exception to its “house rule on pets” and allow Client to keep one assistance animal in his home for the duration of his residence.
2. The Norfolk Cooperative shall adopt and maintain a policy to consider requests for reasonable accommodations by tenants and shareholders under the Fair Housing Amendments Act of 1988 (“FHAA”) and grant reasonable accommodations in appropriate cases.
3. The Norfolk Cooperative shall amend the “House Rules and Regulations” to reflect that on a case-by-case basis, shareholders and tenants with disabilities may be entitled to have assistance animals (also referred to as service animals, support animals or therapy animals) as “reasonable accommodations” for their disabilities, within the meaning of

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the FHAA, upon review and approval of appropriate documentation required by the Norfolk Cooperative.

4. The Norfolk Cooperative shall amend the "House Rules and Regulations" to reflect that shareholders and tenants with disabilities as defined under the FHAA may request reasonable accommodations at any time, and the Board will develop a process for reviewing and ruling on such requests. The Norfolk Cooperative may request appropriate information that is necessary to evaluate the disability-related need for the accommodation and may not request an individual's medical records.
5. The Norfolk Cooperative shall issue an apology in writing to Client as drafted in Exhibit A for the alleged discriminatory treatment. A copy is attached as Exhibit A.
6. The Norfolk Cooperative shall pay Client's reasonable attorneys' fees by check to University Legal Services-Protection and Advocacy in the amount of \$3,000.
7. Within thirty (30) days of the execution of this Agreement, the Norfolk Cooperative shall train the Board of Directors of the Norfolk Cooperative and Brenneman Property Services staff based on a curriculum devised by University Legal Services regarding the rights of people with disabilities under the FHAA including the right not to disclose personal information such as disabilities, and the right to request reasonable accommodations at any point in the application process and throughout residency, and the right to reasonable accommodations. This training will be conducted by the Norfolk Cooperative's legal counsel to the Board. The Norfolk Cooperative shall present attendance sheets of those present at the training to ULS within five (5) days of the training.

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8. A failure by the Norfolk Cooperative and/or Brenneman Property Services to comply with the terms outlined herein will be deemed a material breach and Client may seek to enforce the terms of this Agreement in the appropriate judicial forum.
9. This Agreement constitutes the complete, final and entire understanding of the parties as to the issues addressed herein. The parties are not bound by any terms, covenants, conditions or representations not expressly contained in this Agreement regarding this matter.
10. This Agreement may not be modified or changed orally; any modification(s) must be made based upon consent by all parties in writing and signed by all parties.
11. This Agreement does not affect the Norfolk's responsibility to comply with all requirements of all relevant statutes, regulations and codes governing discrimination on the basis of disability that are not specifically addressed herein.
12. This Agreement does not affect Client's responsibility to comply with all other requirements of the Proprietary Lease and House Rules and Regulations, and any future rules adopted by the Norfolk Cooperative that do not run afoul of the laws of the District of Columbia and the United States.
13. This Agreement does not affect Client's ability to request additional reasonable accommodations from The Norfolk Cooperative.
14. Nothing contained in this Settlement Agreement shall be construed as an admission of liability or as an admission against interest by any of the Parties hereto.
15. This Agreement may be executed in counterparts, which may be photocopies or facsimile transmissions of the original but all of which together shall constitute one and the same instrument. Photocopies or facsimile transmissions of signatures shall be

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deemed original signatures and shall be fully binding upon the below signatories to the same extent as original signatures.

\_\_\_\_\_  
Client

\_\_\_\_\_  
Date

The Norfolk Cooperative, Inc.

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Brenneman Property Services

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_