

**SETTLEMENT AGREEMENT BETWEEN  
UNITED STATES OF AMERICA**

**and**

**PARK CITY COMMUNITIES, FORMERLY THE BRIDGEPORT HOUSING  
AUTHORITY**

**I. INTRODUCTION**

1. This Settlement Agreement (“Agreement”) is made and entered between Plaintiff, the United States of America (the “United States”), through the United States Attorney’s Office, and the Defendant, Park City Communities, formerly the Housing Authority for the City of Bridgeport (“BHA” or the “Authority”), and KimberLee Centeno, in her official capacity as an employee of the Authority (collectively “Defendants”), through their authorized representatives. The Plaintiff and the Defendants are referred to herein as the “Parties.”

2. This Agreement resolves a complaint filed by the United States on November 10, 2016, against BHA alleging that the Authority violated the Fair Housing Act (hereinafter “FHA” or “the Act”), 42 U.S.C. §§ 3601-3619. This case was brought on behalf of Joeliana Santana. *See United States v. Park City Communities, et al.*, 3:16cv1851 (JCH).

3. In its complaint, the United States alleges that the Authority discriminated against Ms. Santana on the basis of disability in violation of 42 U.S.C. § 3604(f)(2) and (f)(3)(B).

4. Defendants deny all of the United States’ claims asserted in the Complaint or otherwise. The Defendants and the United States hereby agree to settle the Complaint and all allegations between the United States and the Defendants arising from the actions or omissions alleged in the Complaint in *United States v. Park City Communities, et al.*, 3:16cv1851 (JCH).

5. The Authority is a public housing agency located in Bridgeport, Connecticut. In addition to receiving state financial aid, the Authority receives federal funding from the United

States Department of Housing and Urban Development (“HUD”). At all times relevant to this action, the Authority owned and operated 60 Sixth Street in Bridgeport, Connecticut.

6. At certain times relevant to this action, KimberLee Centeno served as the Authority’s Director of Asset Management and in her official capacity as Director of Asset Management, processed reasonable accommodation requests. The Authority no longer employs Ms. Centeno and has not employed Ms. Centeno since September 19, 2016.

7. In its Complaint, the United States alleged that on or about July 23, 2014, Ms. Santana submitted a reasonable accommodation request to the Authority for a transfer out of her unit at 60 Sixth Street, because she experienced anxiety and depression due to a homicide that occurred in front of her home.

8. The United States further alleged the Authority first approved Ms. Santana’s request for a transfer to another unit as a reasonable accommodation for her disabilities; then on about July 22, 2015, the Authority “reversed” its decision to grant Ms. Santana her reasonable accommodation request because the Authority claimed it had approved too many requests. The United States also alleged that by May 24, 2016, Ms. Santana was diagnosed with Post Traumatic Stress Disorder, and her treating physician noted that if Ms. Santana is not transferred to another location, her symptoms will worsen.

9. The United States further alleged that the Authority’s documentation shows that Ms. Santana’s request for reasonable accommodations was denied because the Authority concluded her request was “not reasonable.”

10. Subsequent to service of the Complaint, the Authority and the United States agreed to Ms. Santana’s request to be relocated to another Authority property of her choosing.

11. On January 17, 2017, Ms. Santana was relocated to another Authority property and the Authority incurred all of Ms. Santana's moving expenses.

12. In its Civil Action (*United States v. Park City Communities, et al.*, 3:16cv1851 JCH), the United States alleged that by the actions, inactions, and statements described above, Defendant has:

- a. Discriminated on the basis of disability as prohibited by the FHA, 42 U.S.C. §§ 3601-3619;
- b. Discriminated against a person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection with the rental of such a dwelling, on the basis of disability, in violation of 42 U.S.C. § 3604(f)(2); and
- c. Refused to make reasonable accommodations in rules, policies, practices or services when such accommodations may be necessary to afford a resident with a disability an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3).

13. The parties agree that, to avoid costly and protracted litigation, the claims against the Defendants should be resolved without further proceedings or an evidentiary hearing.

14. The Parties agree that neither this Agreement nor the furnishing of the consideration for this Agreement shall be deemed or construed at any time for any purpose as an admission by Releasees of wrongdoing or evidence of any liability or unlawful conduct of any kind.

15. In consideration of the mutual promises and obligations set forth below, the Parties agree and covenant to the following material terms and conditions.

## **II. STATEMENT OF CONSIDERATION**

16. In consideration of, and consistent with, the terms of this Agreement, the Parties will move jointly for dismissal of the lawsuit entitled *United States v. Park City Communities, et al.*, No. 3:16cv1851, in a document substantially similar to that set forth in Appendix A. The Authority shall pay the monetary amount as set forth in Section III. A. paragraph 17 prior to dismissal of the lawsuit. The parties agree and acknowledge that this consideration is adequate and sufficient.

## **III. TERMS AND CONDITIONS**

### **A. MONETARY DAMAGES TO AGGRIEVED PERSONS**

17. Within fifteen (15) days of execution of this Agreement, the Authority shall deliver to the United States a check made payable to Joeliana Santana in the amount of TEN THOUSAND DOLLARS (\$10,000) for monetary damages to Joeliana Santana. Upon execution of this agreement, the parties agree to move for a joint stay of all existing deadlines until payment has been delivered to the United States. The United States shall not deliver the check to Ms. Santana until it has received the executed release at Appendix B and the release has been provided to the Authority and until the order of dismissal has been entered.

### **B. REMEDIAL ACTION**

18. As part of this Agreement, the Authority, its officers, agents, employees, and all other persons or entities in active concert or participation with them, agree to refrain, with respect to the rental of dwellings at the Subject Properties, from:

- a. Discriminating on the basis of disability as prohibited by the FHA, 42 U.S.C. §§ 3601-3619;

- b. Discriminating against any person in the terms, conditions, or privileges of the rental of a dwelling, or in the provision of services or facilities in connection with the rental of such a dwelling, on the basis of disability, in violation of 42 U.S.C. § 3604(f)(2); and
- c. Refusing to make reasonable accommodations in rules, policies, practices or services when such accommodations may be necessary to afford a resident with a disability an equal opportunity to use and enjoy a dwelling, in violation of 42 U.S.C. § 3604(f)(3).

19. Within fifteen (15) days of the execution of this Agreement and throughout its term, the Authority shall post and prominently display within the Authority's site offices and its administrative building, a sign no smaller than ten (10) inches by fourteen (14) inches indicating that all dwellings are available for rental on a nondiscriminatory basis. A poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. Throughout the term of this Agreement, the Authority shall ensure that any new advertising for the Authority in newspapers, in telephone directories, on radio, on television, on the internet, or in other media, and any signs, pamphlets, brochures, or other promotional literature include a fair housing logo, the phrase "Equal Housing Opportunity Provider," and/or the following sentences:

We are an Equal Opportunity Housing Provider. We do not discriminate on the basis of race, color, national origin, religion, sex, familial status disability, or any other basis prohibited by federal or state law.

20. The Authority shall keep written records of each request for reasonable accommodation it receives during the duration of this Agreement. These records shall include:

(a) the name, address, and telephone number of the person making the request; (b) the date upon which the request was received; (c) the nature of the request; (d) whether the request was granted or denied and the date the decision was made; and (e) if the request was denied, the specific reason(s) for the denial.

21. On or before three hundred sixty-five (365) days of the date of entry of this Agreement, the Authority shall provide a copy of this agreement and training focused on the prohibition of disability discrimination under the FHA to all Authority employees whose duties involve the showing, renting, managing or marketing of the Authority's public housing units or involve receiving or responding to requests for reasonable accommodations (covered Authority employees"). The training shall be conducted by a certified trainer. At least thirty (30) days prior to scheduling the training, the Authority shall submit for approval to counsel for the United States the professional qualifications of the person(s) or organizations proposed to do the training and copies of all materials to be used in the training. Any expenses associated with this training shall be borne by the Authority. The training may be video-recorded to be used for new employee training as required by Paragraph 22 and/ or to train any current covered Authority employees who were unable to attend the "in person" training referenced in this paragraph. Those who attend the training shall be required to sign a certification of completion conforming to Appendix C and D. Copies of those signed certifications shall be provided to the United States in accordance with the provisions of Paragraph 24.

22. During the term of this Agreement, each new covered Authority employee shall be given a copy of this Agreement. Each new covered Authority employee hired after the training session(s) set forth in Paragraph 21 shall receive training focused on the prohibition of disability discrimination under the FHA within ninety (90) days of the date of hire. The training

shall be conducted by a certified trainer. At least thirty (30) days prior to scheduling the training, the Authority shall submit for approval to counsel for the United States the professional qualifications of such person(s) or organization(s) who will provide the training and copies of the materials to be used in the training. Training may be accomplished by viewing a presentation on DVD or other recording medium, approved by the United States, including a viewing of a video recording of the previously-approved training referenced in Paragraph 21, in which case the Authority shall not be required to submit to counsel for the United States the professional qualifications of such person(s) or organization(s) who will provide the training and copies of the materials to be used in the training.

23. Any expenses associated with this training shall be borne by the Authority. Those who attend the training shall be required to sign a certification of completion conforming to Appendix C and D. Copies of those signed certifications shall be provided to the United States in accordance with the provisions of Paragraph 24.

### **C. REPORTING AND DOCUMENT RETENTION REQUIREMENTS**

24. Within one hundred eighty (180) days of the date of entry of this Agreement, and thereafter on the annual anniversary of the entry of this Agreement, the Authority shall submit to counsel for the United States a compliance report, except that the final report shall be submitted sixty (60) days prior to the expiration of this Agreement. The compliance report shall include: (a) the signed statements and certifications of each covered Authority employee referred to in paragraphs 21 and 22 obtained since the entry of the Agreement or submission of the prior compliance report; (c) copies of any promotional material concerning the services or programs of the Authority published since the submission of the prior report, including promotional literature, signs, pamphlets, brochures and advertising for the services or programs of the Authority in

newspapers, in telephone directories, on radio, on television, on the internet, or in other media; and (d) photographs showing the Nondiscrimination Policy described in Paragraph 19 posted and prominently displayed in each of the Authority's site offices and the administration building

25. For the duration of this Agreement, the Authority shall preserve all records related to this Agreement. Such documents include, but are not limited to, advertisements, applications, leases, resident assessment materials, tenant files, policies and procedures. Upon request by the United States the Authority shall provide copies of such documents within fifteen (15) business days of the request.

26. The United States may take steps to monitor the Authority's compliance with the Agreement by conducting fair housing tests at the Authority to determine if the Authority is violating any part of this Agreement.

27. The Authority shall, no later than thirty (30) days after occurrence, provide to the United States notification and documentation of the following events:

- a. Any known violation of this Agreement by the Authority or any of its agents or employees; and
- b. Any written or oral complaint against the Authority, or any of the Authority's agents or employees, regarding disability discrimination in housing.
- c. If the complaint is written, the Authority shall provide a copy of it with the notification. The notification shall include the details of the complaint known to the Authority and include: the complainant's name, address, and telephone number, if specified in the complaint or otherwise known to the Authority.

- d. The Authority shall also promptly provide the United States any reasonable information it requests concerning any such complaint and shall inform the United States of the substance of any resolution of such complaint within fifteen (15) days of such resolution.

#### **IV. IMPLEMENTATION AND ENFORCEMENT**

28. During the period in which this Agreement is in effect, Defendants shall preserve all records pertinent to its obligations under this Agreement. The United States may review the Authority's compliance with this Agreement at any time. The Authority agrees to cooperate with the United States in any review of compliance with this Agreement, provided it is given fourteen (14) days' advance notice of any request for an on-site visit by the United States and/ or the request for the production of any documentation regarding such compliance.

29. Upon reasonable notice of at least fourteen (14) days, the Authority shall permit counsel for the United States to inspect and copy all non-privileged records pertinent to the Authority's compliance with the terms of this Agreement.

30. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Agreement prior to initiating any court action. If the United States believes that there has been a failure by the Authority to perform in a timely manner any act required by this Agreement, or otherwise to act in conformance with any provision thereof, whether intentionally or not, the United States will notify the Authority in writing of its concerns and the Parties will attempt to resolve those concerns in good faith. The Authority shall have a minimum of thirty (30) days from the date the United States provides notification of any breach of this Agreement to cure the breach.

31. If the Parties are unable to reach a resolution regarding any alleged breach, the United States may, until the Civil Action is dismissed, seek appropriate relief before the Court in the Civil Action. After the Civil Action is dismissed, the United States may move to restore the present Action to the active docket for purposes of resolution of any claim of breach. In the event of such a claim of breach made by the United States, the Authority consents to and agrees not to contest the United States' motion to restore the present Action to the active docket and consents to and agrees not to contest the exercise of jurisdiction over the Authority by this Court. In the alternative, the United States may bring a new civil action for breach of this Agreement, or any provision thereof, in the United States District Court for the District of Connecticut. The United States may in such action seek to have the Court impose any remedy authorized at law or equity. This Court shall serve as the exclusive jurisdiction and venue for any dispute concerning this Agreement. The Parties consent to and agree not to contest the jurisdiction of this Court. The Parties further acknowledge that venue in this Court is appropriate and agree not to raise any challenge on this basis.

32. In the event the United States reinstates the Action or files a new civil action, to remedy breach of this Agreement, the United States may seek, in addition to any remedy available under law or equity, an injunction mandating specific performance of any term or provision in this Agreement, without regard to whether monetary relief would be adequate. The United States may also seek from the Court costs incurred in bringing an action to remedy breach of this Agreement. If such a civil action is filed, Defendants expressly agree not to count the time during which this Agreement is in place, or use the terms or existence of this Agreement, to plead, argue or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or waiver. Notwithstanding the foregoing, nothing in this

paragraph limits the ability of the Authority to contest the United States' right or entitlement to, or the amount of any legal or equitable relief or costs sought by the United States relating to this case, except on such grounds as stated in the preceding sentence.

33. Failure by the United States to enforce any provision of this Agreement shall not operate as a waiver of the United States' right or ability to enforce any other provision of this Agreement.

## **VI. DURATION, EXECUTION, AND OTHER TERMS**

34. This Agreement is effective on the date of signature of the last signatory to the Agreement. The Agreement may be executed in multiple counterparts, each of which together shall be considered an original but all of which shall constitute one Agreement. Facsimiles or scanned copies of signatures shall constitute acceptable, binding signatures for purposes of this Agreement.

35. The duration of this Agreement shall be for a period of two (2) years from the date of execution.

36. Each Party shall bear its own legal and other costs incurred in connection with this litigation, including the preparation and performance of this Agreement.

37. Each Party and signatory to this Agreement represents that it freely and voluntarily enters in to this Agreement without any degree of duress or compulsion.

38. This Agreement constitutes the complete agreement among the Parties. No prior or contemporaneous communications, oral or written, or prior drafts shall be relevant or admissible for purposes of determining the meaning of any provision herein or in any other proceeding.

39. The undersigned represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

40. This Agreement is binding on the Parties and their transferees, heirs, and assigns.

41. This Agreement is governed by and shall be interpreted under the laws of the United States. For purposes of construing or interpreting this Agreement, it shall be deemed to have been drafted by all Parties and shall not be construed or interpreted against any Party for that reason in any subsequent dispute.

42. Except where this Agreement expressly conditions or predicates performance of a duty or obligation upon the performance of a duty or obligation by another party, the performance of one party's duties or obligations under this Agreement shall not be discharged or excused by the actual or alleged breach of the duties and obligations by another party.

43. Nothing in this agreement limits the relief the United States may obtain to resolve any claims it may have against the Authority related to United States v. Housing Authority of the City of Bridgeport, d/b/a Park City Communities, No. 3:17-cv-1922 (D. Conn.), including any Fair Housing Act claims. The United States agrees that none of the provisions of this Agreement shall be used as a means of obtaining documents and/ or information related to Case No. 3:17-cv-1922.

44. This Agreement is a public document. All Parties consent to the United States' disclosure of this Agreement, and information about this Agreement, to the public.

45. Should any provision of this Agreement be declared or determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement. The Parties agree that they will not, individually or in combination with another,

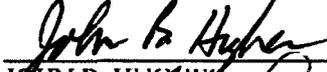
seek to have any court declare or determine that any provision of this Agreement is illegal or invalid.

46. This Agreement may be modified only with the written consent of the parties.

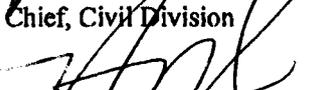
Any modification must be in writing and signed by the parties through their authorized representatives.

**UNITED STATES OF AMERICA,**

JOHN H. DURHAM  
United States Attorney

  
\_\_\_\_\_  
JOHN B. HUGHES  
Chief, Civil Division

11/28/17  
Date

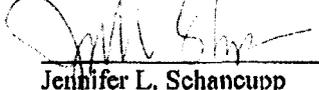
  
\_\_\_\_\_  
NDIDI N. MOSES  
Assistant United States Attorney

11/28/17  
Date

**PARK CITY COMMUNITIES and  
Kimberlee Centeno,**

  
\_\_\_\_\_  
James Slaughter  
Executive Director, PARK CITY  
COMMUNITIES

11/22/2017  
Date

  
\_\_\_\_\_  
Jennifer L. Schancupp  
Jackson Lewis P.C.

11-28-2017  
Date

Counsel for PARK CITY COMMUNITIES  
and KimberLee Centeno, in her former  
official capacity as an employee of Park City  
Communities

**APPENDIX A**

UNITED STATES DISTRICT COURT  
DISTRICT OF CONNECTICUT

UNITED STATES OF AMERICA,	:	
Plaintiff	:	
	:	
v.	:	CIVIL NO.: 3:16-cv-1851
	:	
PARK CITY COMMUNITIES,	:	
FORMERLY THE BRIDGEPORT	:	
HOUSING AUTHORITY,	:	
AND KIMBERLEE CENTENO	:	
Defendant	:	November 28, 2017
	:	

**JOINT MOTION FOR DISMISSAL**

Plaintiff, United States of America, and Defendant, Park City Communities, et al., by and through undersigned counsel, hereby file this joint motion for dismissal of this proceeding, under Federal Rule of Civil Procedure 41(a)(2), because the parties have entered into a settlement agreement resolving all issues that were raised in the Complaint filed by the United States on November 10, 2016. In consideration of, and consistent with the terms of the settlement agreement, the Parties jointly move the Court to dismiss the lawsuit with prejudice, subject to the terms of the settlement agreement of the Parties. Each Party to the action shall bear its own costs and attorney's fees.

Respectfully Submitted,

THE PLAINTIFF, UNITED STATES OF AMERICA

/s/ Ndidi Moses

Ndidi Moses (ct27456)  
Assistant United States Attorney  
U.S. Attorney's Office  
157 Church Street, 25th Floor  
New Haven, CT 06510  
Tel: (203) 821-3700  
Fax: (203) 773-5373  
Email: [ndidi.moses@usdoj.gov](mailto:ndidi.moses@usdoj.gov)

THE DEFENDANT, PARK CITY COMMUNITIES  
FORMERLY THE BRIDGEPORT HOUSING  
AUTHORITY AND KIMBERLEE CENTENO

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

Jennifer L. Schancupp  
Jackson Lewis P.C.  
90 State House Square  
8th Floor  
Hartford, CT 06103  
Direct: (860) 331-1565 |  
Main: (860) 522-0404  
Email: [SchancuJ@jacksonlewis.com](mailto:SchancuJ@jacksonlewis.com)

**CERTIFICATION OF SERVICE**

The undersigned hereby certifies that, on November 28, 2017, a copy of the foregoing was filed electronically and served by mail on anyone unable to accept electronic filing. Notice of this filing will be sent by email to all parties of record by operation of the Court's electronic filing system or by mail to anyone unable to accept electronic filing. Parties may access this filing through the Court's system.

/s/ Ndidi N. Moses  
Ndidi N. Moses



APPENDIX B  
RELEASE

In consideration for the parties' agreement to the terms of the Agreement entered in *United States v. Park City Communities, et al.*, 3:16cv1851 (JCH), and my receipt of payment of the sum of ten thousand dollars (\$10,000.00), pursuant to the Agreement, I, Joeliana Santana ("Santana"), hereby agree, effective upon receipt of payment, to remise, release, and forever discharge any and all claims of any kind, nature or description whatsoever, related to the facts at issue in the litigation referenced above, or in any way related to that litigation, up to and including the date of execution of this release, that I have or may have against Defendants Park City Communities, formerly the Bridgeport Housing Authority, and KimberLee Centeno.

I acknowledge and understand that by signing this Release and accepting this payment, I am waiving any right to pursue my own legal action based on the discrimination alleged by the United States in this action.

I further acknowledge that other than the claims asserted by the United States in the complaint in this action, I know of no other claims nor any facts giving rise to claims that I have or may have against the Defendants Park City Communities formerly known as the Housing Authority for the City of Bridgeport or KimberLee Centeno.

I also acknowledge that I have been informed that I may review the terms of this Release with an attorney of my choosing, and to the extent that I have not obtained legal advice, I voluntarily and knowingly waive my right to do so.

This Release constitutes the entire agreement between Defendants and me, without exception or exclusion.

---

  
Joeliana Santana

Date

11-27-17

APPENDIX C  
**EMPLOYEE ACKNOWLEDGMENT**

I acknowledge that on \_\_\_\_\_, 20\_\_\_\_, I was provided with a copy of the Settlement Agreement in United States v. Park City Communities et al. I have read and understand this document and have had my questions about this document answered. I shall comply with my responsibilities concerning this agreement.

[PRINT NAME]

[SIGNATURE] \_\_\_\_\_

[JOB TITLE] \_\_\_\_\_

\_\_\_\_\_

APPENDIX D

**EMPLOYEE TRAINING CERTIFICATION**

I certify that on \_\_\_\_, 20\_\_, I received training with respect to my responsibilities under the Settlement Agreement in United States v. Park City Communities et al., and the federal Fair Housing Act. I have had the opportunity to have my questions about them answered. I understand my responsibility not to discriminate under the federal fair housing requirements, including the Fair Housing Act, and shall comply with it.

[PRINT NAME]

---

[SIGNATURE]

---

[JOB TITLE]

---