

SETTLEMENT AGREEMENT
BETWEEN
THE UNITED STATES OF AMERICA
AND
THE ESTATE OF WILLIAM MAYO
AND
SENTINEL REAL ESTATE CORPORATION, TINA BROOKS,
AND
JOHN'S CREEK LLC

I. INTRODUCTION

1. The parties (Parties) to this Settlement Agreement (Agreement) are the United States of America (United States); the estate of William Mayo (Complainant); and Sentinel Real Estate Corporation, Tina Brooks, as Property Manager, and John's Creek LLC (collectively the Respondents).

II. RECITALS

2. This matter was initiated by a complaint (FHEO No. 04-19-6727-8) filed with the Office of Fair Housing and Equal Opportunity (FHEO) in the Department of Housing and Urban Development (HUD) against Respondents, alleging violations of the Fair Housing Act, 42 U.S.C. §§ 3604(a), (b), (f)(1), (f)(2), (f)(3)(B) and 3617. Specifically, the Complainant alleged that Respondents discriminated against him on the basis of his race (black) and disability when they delayed approval of his request for a reasonable accommodation for a service/emotional support animal, and when they issued him a notice of non-renewal of his lease.

3. Pursuant to 42 U.S.C. § 3610, the Secretary of HUD conducted and completed an

investigation of the complaint, attempted conciliation without success, and prepared a final investigative report. Based upon the information gathered in the investigation, the Secretary, pursuant to 42 U.S.C. § 3610(g)(1), determined that reasonable cause existed to believe the Respondents violated the Fair Housing Act. Therefore, on January 13, 2021, the Secretary issued a Charge of Discrimination, pursuant to 42 U.S.C. § 3610(g)(2), charging the Respondents with violating the Fair Housing Act, 42 U.S.C. §§ 3604(a), (b), (f)(1), (f)(2), (f)(3)(B) and 3617, by unduly delaying approval of Mr. Mayo's request for a service/emotional assistance dog and refusing to renew his lease while promptly approving similar requests from white tenants.

4. On February 2, 2021, Respondents made a timely election to have the claims asserted in the HUD Charge resolved in a civil action pursuant to 42 U.S.C. § 3612(a).

5. At all times pertinent to this Charge, Complainant resided at 11000 Lakefield Place, Apartment 8201, Johns Creek, GA 30097 ("Subject Property").

6. John's Creek LLC is a limited liability company organized under the laws of Delaware and registered in the State of Georgia. At all times relevant to this Agreement, Respondent John's Creek, LLC owned the Subject Property.

7. Sentinel Real Estate Corporation is a corporation organized under the laws of New York and registered in the State of Georgia. At all times relevant to this Agreement, Respondent Sentinel Real Estate Corporation served as the property manager for the Subject Property.

8. At all times relevant to this Agreement, Sentinel Real Estate Corporation employed Respondent Tina Brooks as the Property Manager of the Subject Property.

9. The Subject Property consists of 264 rental apartment units. The units at the Subject Property are dwellings as defined by the Fair Housing Act, 42 U.S.C. § 3602(b).

10. The Complainant is the late William Mayo, whose interests in this matter are now

held by his estate.

11. In issuing the Charge of Discrimination referenced at Paragraph 3, above, HUD alleged the following:

a. The Complainant, Mr. Mayo, resided at the subject property at all relevant times.

b. During the pendency of the HUD Administrative action, Mr. Mayo passed away, and Mr. Mayo's interests in this litigation are now held by his estate. The Complainant's lease agreement included an addendum which prohibited pets from residing in his unit.

c. Complainant is a person with a disability as defined by the Fair Housing Act, 42 U.S.C. § 42 U.S.C. § 3602(h).

d. Complainant's service and emotional support animal (dog) began to reside with him in April 2017.

e. On August 9, 2018, Mr. Mayo received an "Unauthorized Pet Notice" signed by Respondent Brooks.

f. On August 13, 2018, Mr. Mayo provided to the Respondents an identification card for the animal in question, which identified the dog as "Certified" under the Service Dog National Registry.

g. On October 10, 2018, Mr. Mayo provided Respondents with a letter from his doctor, which indicated that Complainant needed to live with his emotional support animal as an accommodation for his disability.

h. Complainant made this request for a reasonable accommodation after white tenants in the same complex requested and promptly received this same accommodation.

- i. Mr. Mayo's lease agreement expired on March 28, 2019.
- j. On March 29, 2019, Mr. Mayo was given a non-renewal letter and notice to vacate by April 30, 2019.
- k. The Complainant did not want to move from his residence, and he sent multiple letters from several doctors to be able to renew his lease with his requested reasonable accommodation.
- l. After several weeks of waiting to hear if his lease agreement would be renewed, on or about April 30, 2019, Mr. Mayo signed a new lease with Respondents. The lease included an Animal Addendum, identifying Mr. Mayo's dog as a service animal and indicating no fees, pet rent or deposit were associated with the animal.
- m. Respondents Sentinel Real Estate Corporation, John's Creek LLC, and Tina Brooks violated the Act by unduly delaying the approval of the Complainant's reasonable accommodation request.
- n. Respondents Sentinel Real Estate Corporation, John's Creek LLC, and Tina Brooks violated the Act by denying a rental unit to Complainant when they sent him a nonrenewal notice for his lease and notice to vacate.
- o. Respondents Sentinel Real Estate Corporation, John's Creek LLC, and Tina Brooks violated the Act by imposing different terms and conditions of tenancy on Complainant due to his disability and race.
- p. Respondents Sentinel Real Estate Corporation, John's Creek LLC, and Tina Brooks violated the Act by intimidating and threatening Complainant in regard to his exercise or enjoyment of his rights under the Fair Housing Act.
- q. As a result of Respondents' conduct, Complainant suffered actual damages,

including but not limited to emotional distress, inconvenience and frustration.

12. Respondents dispute the findings and deny that they violated the Fair Housing Act.

III. STATEMENT OF CONSIDERATION

13. In consideration of, and consistent with, the terms and conditions of this Agreement, the United States Department of Justice agrees to refrain from filing a civil lawsuit against Respondents under the Fair Housing Act arising out of the factual allegations described in Section II, above, except as provided in Section V, below. The Parties agree and acknowledge that this consideration is adequate and sufficient.

THEREFORE, the Parties, through their authorized representatives, hereby stipulate and agree as follows:

IV. TERMS AND CONDITIONS

A. GENERAL NONDISCRIMINATION PROVISIONS

14. Respondents, their officers, employees, agents, successors and assigns, and all other persons or entities in active concert or participation with the Respondents, shall comply with the Fair Housing Act, including the provisions outlawing discrimination on the basis of race and disability at 42 U.S.C. § 3604.

15. Respondents, their officers, employees, agents, successors and assigns, and all other persons or entities in active concert or participation with the Respondents, shall not retaliate against, coerce, intimidate, threaten, or interfere with in any way any person who exercises his or her rights under the Fair Housing Act or this Agreement or any person who has aided or encouraged any other person in the exercise or enjoyment of his or her rights under the Fair Housing Act or this Agreement.

B. NOTICE OF NONDISCRIMINATION POLICY

16. Within fifteen (15) days of the entry of this Agreement, Respondents at the Subject Property shall take the following steps at the Subject Property to notify the public that they have a nondiscrimination policy:

a. Post in the rental offices through which dwellings are rented an "Equal Housing Opportunity" sign, which indicates that all rental properties are available for rent on a nondiscriminatory basis. The sign must be posted in a prominent, well-lit location in which it is easily readable: An 11-by-14 inch poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. The Respondents may use HUD Form 928, copies of which are available free of charge by calling HUD directly at 800-669-9777, or online at <https://www.hud.gov/sites/documents/928.1.PDF>; and

b. In all advertisements for rentals, including advertisements in newspapers, Internet web pages, flyers, and on all rental applications and all leases, include either: (1) a fair housing logo and the words "Equal Housing Opportunity Provider" or (2) the words "We are an equal opportunity housing provider. We do not discriminate on the basis of race, color, religion, sex, disability, familial status (having children under age 18), or national origin." The words and/or logo should be legible and prominently placed.

C. REASONABLE ACCOMMODATION POLICY

17. For purposes of this Agreement, an "assistance animal" is an animal that works, provides assistance, or performs tasks for the benefit of a person with a disability, or provides emotional support that alleviates one or more identified symptoms or effects of a person's disability. This definition of assistance animal includes, but is not limited to, a "service animal" as defined by the Americans with Disabilities Act, *see* 28 C.F.R. § 35.104.

18. Respondents have already adopted a reasonable accommodation policy that the

United States has approved. ("Policy on Reasonable Accommodations and Assistance Animals" or "Policy"). Respondents will continue to implement the current reasonable accommodation policy for assistance animals which is hereto appended as Attachment A to this Agreement.

19. Within fifteen (15) days of the adoption of the Policy, the Respondents shall:

- a. prominently post and display the policy at the Subject Property's leasing office; and
- b. prominently post a notice of its policy on The Oaks at John's Creek Apartments website indicating a copy of the policy will be provided upon request.

20. Within ten (10) days of the adoption of the Policy, Respondents shall apprise each of their employees or agents at the Subject Property who interact with prospective tenants or tenants in the course of Respondents' leasing operations or are involved in the review, consideration, disposition, or appeal of reasonable accommodation requests of such persons' obligations under the Policy. Each employee or agent at the Subject Property covered by this paragraph shall sign a statement in the form of Attachment B acknowledging that he or she has received, read, and understood the Policy.

21. During the effective period of this Agreement, every new employee or agent at the Subject Property who begins to interact with prospective tenants or tenants in the course of Respondents' leasing operations or becomes involved in the review, consideration, disposition, or appeal of reasonable accommodation requests shall: (a) be apprised of the provisions of the Policy when their term, employment, or agency commences, (b) shall sign a statement in the form of Attachment B acknowledging that he or she has received, read, and understood the Policy; and (c) be provided copies of the Policy, no later than fifteen (15) days following their first day of

employment or service or involvement in these processes.

D. MANDATORY TRAINING

22. Within ninety (90) days of the effective date of this Agreement, any agents or employees of Respondents at the Subject Property who may be involved in the review, consideration, disposition, or appeal of reasonable accommodation requests, or in the creation, implementation, or revision of housing-related reasonable accommodation policies, shall attend, at Respondents' expense, an in-person or online education and training program regarding the Fair Housing Act, including its prohibitions on discrimination based on race and disability. The education and training program shall be conducted or offered by HUD or a qualified third party approved in advance by the United States, and unconnected to Respondents or their employees, agents, or counsel. The training may be video-recorded to be used for new employee training as required by Paragraph 24.

23. Respondents shall obtain from the trainer or training entity certificates of attendance signed by each individual who attended the training. The certificates shall include the name of the course, the date the course was taken, the subject matters covered in the course, and the length of the course or time within which the course was completed.

24. During the effective period of this Agreement, within ninety (90) days of commencing an agency or employment relationship, all new agents or employees of the Respondents involved in the review, consideration, disposition, or appeal of reasonable accommodation requests or in the creation, implementation, or revision of housing-related reasonable accommodation policies at the Subject Property, shall be provided training and complete a certificate of attendance as described in Paragraph 23. Training may be accomplished by viewing the video recording of the previously-approved training referenced in Paragraph 22 or

through in-person training by HUD or a qualified third party approved in advance by the United States.

E. REPORTING AND DOCUMENT RETENTION REQUIREMENTS

25. Within one hundred (100) days of the effective date of this Agreement, Respondent John's Creek LLC shall submit a report to the United States evidencing their compliance with this Agreement. The compliance report shall include the following:

- a. A written statement verifying that Respondents continue to implement Respondent John Creek LLC's Policy on Reasonable Accommodations and Assistance Animals (Attachment A).
- b. Photographs showing that the Policy on Reasonable Accommodations and Assistance Animals has been posted at the Subject Property;
- c. A written statement verifying that Respondent John's Creek LLC is complying with the requirements of Paragraph 18.
- d. Verification that reference to the existence of the Policy has been posted on the Oaks at Johns Creek Apartments website;
- e. The executed copies of Attachment B required by Paragraphs 20 and 21;
- f. The education and training certificates required by Paragraphs 23 and 24;
- g. Any change to Respondent John's Creek LLCs' rules, procedures, or practices related to reasonable accommodations for individuals living at the Subject Property; and
- h. Any written or oral complaint against the Respondent Johns Creek LLC, their agents, or their employees regarding race discrimination or a request for a reasonable accommodation that was made since the effective date of this

Agreement, including a copy of any written complaint or a summary of any oral complaint, and the name, current address, telephone number, and email address of the complainant. Respondent John's Creek LLC shall also promptly provide the United States with information concerning any steps taken by the Respondent John's Creek LLC to resolve the complaint.

26. The final report required under Paragraph 25 shall be submitted one hundred (100) days prior to the expiration date of this Agreement.

27. All documents or other communications required by this Agreement to be sent to the United States shall be sent to: Aileen Bell Hughes, Civil Rights Enforcement Coordinator, United States Attorney's Office, Northern District of Georgia, In the Matter of John's Creek LLC and Sentinel Real Estate Corporation, et al., FHEO No. 04-19-6727-8, via overnight delivery, at the following address: 75 Ted Turner Drive, S.W., Suite 600, Atlanta, Georgia 30303, unless otherwise directed. Notice via email is to be sent to undersigned counsel of record for the United States, unless otherwise directed. Any submission must reference the matter name "John's Creek LLC and Sentinel Real Estate Corporation, et al." and FHEO No. 04-19-6727-8.

28. For the duration of this Agreement, the Respondent Johns Creek LLC shall retain all records, including electronic records such as email messages, relating to any provisions of this Agreement. Counsel for the United States shall have the opportunity to inspect and copy such records after giving reasonable notice to counsel for Respondents.

F. MONETARY RELIEF

29. Within fourteen (14) days after the effective date of this Agreement, Respondent John's Creek LLC shall pay to the Estate of William J. Mayo for a total sum of \$35,000.00 (thirty-five thousand dollars) in settlement of this matter and sent to Aileen Bell Hughes, Assistant U.S.

Attorney at the U.S. Attorney's Office.

30. As a prerequisite to receiving such payment, Complainant's estate shall execute and deliver to counsel for the United States a release of all claims, legal or equitable, including attorney's fees, that they may have against the Respondents and their officers, agents, and employees relating to the facts and allegations described in Section II, above. Such releases shall take the form of Attachment C. Counsel for the United States shall deliver the original release forms to counsel for Respondents upon receipt of the check described in Paragraph 29.

V. IMPLEMENTATION AND ENFORCEMENT

31. The United States may review compliance with this Agreement at any time. Respondents agree to cooperate with the United States in any review of compliance with this Agreement. Upon reasonable notice, Respondents shall permit counsel for the United States to inspect and copy all non-privileged records pertinent to this Agreement.

32. The Parties shall endeavor in good faith to resolve informally any differences regarding interpretation of or compliance with this Agreement prior to initiating court action. If the United States believes that Respondents have failed to perform in a timely manner any act required by this Agreement, or have otherwise not acted in conformance with any provision thereof, whether intentionally or not, the United States will notify Respondents' counsel in writing of its concerns. Respondents will have fifteen (15) days from the date of notification to cure the breach.

33. If the Parties are unable to reach a resolution within fifteen (15) days, the United States may file a lawsuit for breach of this Agreement, or any provision thereof, in the United States District Court for the Northern District of Georgia. In any such action, Respondents consent to and agree not to contest the exercise of personal jurisdiction over them by this Court. Respondents further acknowledge that venue in this Court is appropriate and agree not to raise any

challenge on this basis.

34. In the event the United States files a civil action as contemplated by Paragraph 33, above, to remedy a breach of this Agreement, the United States may seek, and the Court may grant as relief, the following: (a) an order mandating specific performance of any term or provision in this Agreement, without regard to whether monetary relief would be adequate; (b) an award of reasonable attorneys' fees and costs incurred in bringing an action or proceeding to remedy breach of this Agreement at the discretion of the court; and (c) any additional relief that may be authorized by law or equity. If such civil action is filed, Respondents agree not to count the time during which this Agreement is in place, or use the terms or existence of this Agreement or the Tolling Agreements executed by the United States and Respondents, to plead, argue or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses. Respondents may assert any other defense to any civil action brought by the United States, except those referenced in the preceding sentence.

35. 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. TERMINATION OF LITIGATION HOLD

36. The Parties agree that, as of the effective date of this Agreement, litigation is not "reasonably foreseeable" concerning the matters described in this Agreement. To the extent that any party has previously implemented a litigation hold to preserve documents, electronically stored information (ESI), or things related to the matters described above, that Party is no longer required to maintain such litigation hold. Nothing in this paragraph relieves any Party of any other obligations imposed by this Agreement.

VII. DURATION, EXECUTION, AND OTHER TERMS

37. This Agreement is effective on the date of signature of the last signatory to the Agreement.

38. 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 of signatures shall constitute acceptable, binding signatures for purposes of this Agreement. The duration of this Agreement shall be for a period of two (2) years from the effective date.

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

40. This Agreement and the attachments hereto constitute the complete agreement among the Parties on the matters raised herein. 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.

41. Each Party and signatory to this Agreement represents that it freely and voluntarily enters into this Agreement without any degree of duress or compulsion. The Parties agree that each Party and its representatives have acted in a manner consistent with the duty of good faith and fair dealing.

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

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

45. 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.

46. 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.

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

48. 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 the 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.

49. The Parties agree that they will defend this Agreement against any challenge by any third party. In the event that this Agreement or any of its terms are challenged by a third party in a court other than the United States District Court for the Northern District of Georgia, the Parties agree that they will seek removal and/or transfer to the Northern District of Georgia.

50. 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.

FOR THE UNITED STATES OF AMERICA:

DATED: December 30, 2021

KURT R. ERSKINE
United States Attorney

Aileen Bell Hughes

AILEEN BELL HUGHES
Special Counsel
United States Attorney's Office
Northern District of Georgia
600 U.S. Courthouse
75 Ted Turner Drive SW
Atlanta, GA 30303
Tel: (404) 581-6000
Fax: (404) 581-6181
Aileen.bell.hughes@usdoj.gov

FOR THE COMPLAINANT: ESTATE OF WILLIAM MAYO

DATED: December 13, 2021

NAME: Cherie Patterson

TITLE: Fiduciary For The Estate William Mayo

ADDRESS: 5106 Laconia Ave
Cincinnati, Ohio 45237

FOR THE RESPONDENTS, JOHNS CREEK LLC, SENTINEL REAL ESTATE CORPORATION, AND TINA BROOKS

DATED: December 29, 2021



J. Michael Williams, Esq.
Fowler Hein Cheatwood & Williams PA
2970 Clairmont Road NE Suite 220
Atlanta, GA 30329
Tel: (404) 633-5114
Fax: (404) 325-9721
mwilliams@apartmentlaw.com

ATTACHMENT A

Reasonable Accommodation Policy

The Federal Fair Housing Act and other state and local fair housing laws require that housing owners and managers provide reasonable accommodations for applicants and residents (collectively “resident”) who have disabilities. Johns Creek, LLC, the owner and manager of The Oaks at Johns Creek Apartments, is committed to granting reasonable accommodations when necessary to afford persons with disabilities an equal opportunity to use and enjoy their dwelling.

Reasonable accommodations may include waiving or varying rules or policies to allow a resident with a disability to keep an “assistance animal.” An assistance animal is an animal that does work or performs tasks for the benefit of a person with a disability, or provides emotional support or other assistance that may be necessary to afford the person an equal opportunity to use and enjoy housing (“Assistance Animal”). The most common Assistance Animals are dogs, although other animals may qualify as assistance animals. Assistance Animals are not considered “pets” under Johns Creek, LLC’s policies. Johns Creek, LLC recognizes the importance of Assistance Animals and is committed to ensuring that its tenants with Assistance Animals – whether occupants or renters – may keep them in their units.

If a resident with a disability requests a reasonable accommodation for an Assistance Animal, Johns Creek, LLC will determine whether the animal may be necessary to afford the resident an equal opportunity to enjoy living in one of its units. In some cases, both the disability and the necessity for the Assistance Animal are obvious – for example, a dog guiding an individual who is blind or has low vision, or a dog pulling the wheelchair of a person with a mobility disability. If this is the case, no further inquiry will be made and Johns Creek, LLC will grant the resident the accommodation unless the presence of the animal (1) imposes an undue financial and administrative burden; (2) fundamentally alters the nature of Johns Creek, LLC’s operations; or (3) would pose a direct threat to the health and safety of other people.

In the case of a resident who requests a reasonable accommodation for an Assistance Animal and the disability of the resident and/or the necessity for the Assistance Animal is not obvious, Johns Creek, LLC may require a written verification from a health or social service professional¹ indicating that the applicant has a disability² and the presence of the animal may be necessary to provide the resident an equal opportunity to use and enjoy their dwelling.

Johns Creek, LLC will not require:

¹ “Health or social service professional” means an individual licensed to practice in the state where they provide medical care, therapy or counseling to persons with disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, or social workers. John’s Creek will verify such licensure prior to granting the accommodation.

² Under fair housing laws, a person with a disability is defined as a person who has a physical or mental impairment that substantially limits one or more major life activities, is regarded as having such an impairment, or has a record of such an impairment.

- i. That the Assistance Animal have any special training or certification;
- ii. That the Assistance Animal be subject to breed, weight or age restrictions;
- iii. That the Assistance Animal be required to wear a vest or other insignia that identifies it as an Assistance Animal; or
- iv. That the resident pay any fee, deposit, or other charge for keeping the animal, or obtain insurance as a condition of keeping the animal, provided the resident will still be responsible for any damage or loss caused by the Assistance Animal.

If Johns Creek, LLC seeks verification of a tenant's disability and the need for an Assistance Animal, Johns Creek, LLC will not:

- i. Request whether a health or social service professional would be willing to testify in a court proceeding regarding the request for accommodation;
- ii. Require the health or social service professional to provide a curriculum vitae; or
- iii. Require an interview with the health or social service professional.

In processing requests for Assistance Animals, Johns Creek, LLC will take reasonable measures to protect the confidentiality of any information or documentation disclosed in connection with the requests. Such measures may include limiting access to such information to persons specifically designated to deal with requests for reasonable accommodations, who will disclose information only to the extent necessary to determine whether to grant the request, and keeping all written requests and accompanying documentation in a secure area to which only those designated persons have access, except as otherwise required by law.

A person with a disability may request a reasonable accommodation orally, but Johns Creek, LLC may ask the person with the disability to complete or assist in completing a "Form to Request an Assistance Animal" (attached to this Policy). Johns Creek, LLC will evaluate the requested accommodation regardless of whether the person completes the written form, but the person must cooperate in providing all information needed to complete the form.

If the applicant requires assistance in completing the form, the Property Manager, on-site property caretaker or his or her designee will provide assistance or will fill out the form based on an oral request. Johns Creek, LLC is using the form to record reasonable accommodation requests so that it can obtain only the information necessary to make a reasonable accommodation decision and not obtain confidential information that it does not need to make a reasonable accommodation decision.

Once Johns Creek, LLC receives the request for an assistance animal and, if applicable, additional verifying information, it will provide a response within fourteen days. If a request is

denied, an explanation for the denial will be included in the written notification of denial. If a person with a disability believes that a request has been denied unlawfully or that the response is delayed unreasonably, he or she may file a complaint with:

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity
451 Seventh Street, SW
Washington, DC 20410
(800) 669-9777

http://portal.hud.gov/hudportal/HUD?src=/program_offices/fair_housing_equal_opp/online-complaint

United States Attorney's Office-Northern District of Georgia
Civil Rights Enforcement Coordinator
Richard B. Russell Federal Building
75 Ted Turner Drive, S.W., Suite 600
Tel: 404-581-6000

FORM TO REQUEST AN ASSISTANCE ANIMAL

The Federal Fair Housing Act and other state and local fair housing laws require that housing owners and managers provide reasonable accommodations for applicants and residents who have disabilities. Johns Creek, LLC and its employees, agents and designees are committed to granting reasonable accommodations when necessary to afford persons with disabilities the equal opportunity to use and enjoy their units.

Under fair housing laws, a person is entitled to a reasonable accommodation if they have a disability that is defined as a physical or mental impairment that substantially limits one or more major life activities. The person also must show that they may need the accommodation because of the disability. Reasonable accommodations may include waiving or varying rules or policies to allow a resident to keep an assistance animal. An assistance animal is an animal that does work or performs tasks for the benefit of a person with a disability, or provides emotional support or other assistance that may be necessary to afford the person an equal opportunity to use and enjoy housing ("Assistance Animal").

If you or someone associated with you has a disability and you believe that there is a need for an Assistance Animal as a reasonable accommodation at Oaks at Johns Creek Apartments, please complete this form and, if applicable, the verification from the health care provider, a picture of the Assistance Animal, a current veterinary/vaccination record from a licensed Veterinarian, license/registration information if required by law in the local jurisdiction for animals and return them to Johns Creek, LLC. Please check all items that apply and answer all questions. Johns Creek, LLC will answer this request in writing within 14 days of receiving the request. All information provided to Johns Creek, LLC in connection with this request will be kept confidential, except as otherwise required by law. If you require assistance in completing this form, please call the management office at (678) 615-7730 for assistance or to make an oral request for a reasonable accommodation.

1. Do you require assistance filling out this form?

☐ Yes ☐ No

If your answer is "Yes," and you do not have someone who can assist you, please ask [name and phone number] to assist you in filling out this form.

If your answer is "No," continue on to Question No. 2.

2. Today's Date: _____

3. I am (please check one):

____ **The person who has a disability and is requesting an Assistance Animal.** If so, continue to Question 4.

____ A person making a request on behalf of or assisting the person with a disability who needs an Assistance Animal. Please fill out the information below:

Name of person filling out form: _____

Address: _____

Telephone number: _____

Relationship to person needing Assistance Animal: _____

4. Name of person with a disability for whom a reasonable accommodation is being requested:

Phone number: _____

Address: _____

5. Identify the species of animal for which you are making a reasonable accommodation request e.g., "dog," "cat":

6. Provide the name and physical description (size, color, weight, any tag and/or license) of the animal for which you are making a reasonable accommodation request:

Signature of person making request

Date

Signature of person with disability

Date

Applicant Name: _____

TO BE COMPLETED BY THE PHYSICIAN, PSYCHIATRIST, OR OTHER LICENSED HEALTH OR SOCIAL SERVICE PROFESSIONAL:

1. Please provide a statement verifying that the person under your care has an impairment that substantially limits one or more of the person's major life activities.

2. Please state whether the animal is necessary for the person to have an equal opportunity to use and enjoy housing or alleviate one or more of the effects of the person's disability. If so, please explain how it helps. If the person needs more than one Assistance Animal please complete a statement on a separate page for each Assistance Animal.

Name: _____

Title: _____

Address: _____

Telephone: _____

Signature

Date

TO BE COMPLETED BY MANAGEMENT:

Form accepted by: _____

Signature

Date

ATTACHMENT B

**CERTIFICATION OF RECEIPT OF POLICY ON REASONABLE
ACCOMMODATIONS AND ASSISTANCE ANIMALS**

I certify that I have received a copy of the Policy on Reasonable Accommodations and Assistance Animals ("Policy"). I further certify that I have read and that I understand the Policy and that any questions I had concerning the Policy were answered.

I understand that federal law and John's Creek LLC and Sentinel Real Estate Corporation policy prohibit discrimination against individuals on the basis of disability, including discrimination based on the type of disability an individual may have. I understand that federal law and John's Creek LLC and Sentinel Real Estate Corporation policy also prohibit refusing to make reasonable accommodations in rules, policies, practices, or services when the accommodations may be necessary to afford a person with a disability the equal opportunity to use and enjoy housing.

(Signature)

(Printed Name)

(Title)

(Date)

ATTACHMENT C

RELEASE OF ALL CLAIMS

In consideration of and contingent upon the payment of the sum of \$35,000.00 (thirty-five thousand dollars) pursuant to the Settlement Agreement executed by: the United States of America; Estate of William Mayo (Complainant); and John's Creek LLC, Sentinel Real Estate Corporation, and Tina Brooks, individually and as Property Manager (collectively the Respondents), I hereby release and forever discharge the Respondents and their officers, agents, and employees from any and all liability for any claims, legal or equitable, including attorneys' fees, I may have against them arising out of the facts and allegations set forth in Section II of the Settlement Agreement. I fully acknowledge and agree that this release of the Respondents shall be binding on my heirs, representatives, executors, successors, administrators, and assigns. I hereby acknowledge that I have read and I understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Elaine Patterson
(Signature of Representative for Estate of
Complainant)

NAME: Elaine Patterson - ELAINE PATTERSON

TITLE: Fiduciary for the Estate of William Mayo

ADDRESS: 5106 Lacombe Avenue

Cincinnati, Ohio (45237)

DATE: December 13, 2021