

UNITED STATES DISTRICT COURT
DISTRICT OF MASSACHUSETTS

UNITED STATES OF AMERICA,

Plaintiff,

CLOVER KING, IRIS CASTRO, and JEAN
FITZGERALD

Plaintiff-Intervenors,

No. 3:21-cv-10649

v.

CHICOPEE HOUSING AUTHORITY and
MONICA BLAZIC, in her capacity as
Executive Director of the Chicopee Housing
Authority,

Defendants.

CONSENT ORDER

I. BACKGROUND

1. The United States brought this action to enforce the Fair Housing Act (“FHA”), 42 U.S.C. § 3601, et seq., Section 504 of the Rehabilitation Act of 1973 (“Section 504”), 29 U.S.C. § 794, et seq., and Title II of the Americans with Disabilities Act of 1990 (“ADA”), 42 U.S.C. § 12131, et seq. In its Amended Complaint, the United States alleges that the Chicopee Housing Authority (“CHA”) and Monica Blazic, in her capacity as Executive Director of the Chicopee Housing Authority (collectively, “Defendants”), violated and continue to violate these statutes by discriminating against individuals based on race, national origin, and disability.

2. The United States alleges that since at least 2013, Defendants engaged in a pattern or practice of discrimination against Black and Hispanic tenants. The alleged discriminatory conduct included the use of discriminatory comments and racial slurs by Defendant Blazic. The United States alleges that Defendants thereby violated the FHA by making discriminatory statements based on race and national origin, and engaging in unlawful coercion, intimidation, threats, or interference with fair housing rights. 42 U.S.C. § 3604(c); 42 U.S.C. § 3617. The United States further alleges that this conduct constitutes a pattern or practice of discrimination or a denial of rights to a group of persons that raises an issue of general public importance, in violation of the FHA, 42 U.S.C. § 3614(a).

3. The Chicopee Housing Authority and Monica Blazic deny this allegation and maintain that there has been no admissible evidence to date to support any such claim.

4. The United States further alleges that Defendants systematically mishandled reasonable accommodation transfer requests from tenants with disabilities during a period from approximately 2015 through the present, by failing to promptly transfer tenants to available units that would have met their disability-related needs.

5. As a result, the United States alleges that CHA has failed to, and continues to fail to, appropriately consider, process, and grant requests for reasonable accommodations.¹ in rules, policies, practices, or services when such accommodations may be necessary to afford individuals with disabilities an equal opportunity to use and enjoy a dwelling, as required by the FHA, 42 U.S.C. § 3604(f)(2), (f)(3)(B); the ADA, 42 U.S.C. § 12132, and Section 504, 29 U.S.C. § 794.

¹ For purposes of this Consent Order, the term “reasonable accommodation” includes both reasonable accommodations and reasonable modifications under the FHA, ADA, and Section 504.

6. The United States further alleges that CHA's conduct with respect to reasonable accommodations transfer requests constitutes a pattern or practice of discrimination or a denial of rights to a group of persons that raises an issue of general public importance, in violation of the FHA, 42 U.S.C. 3614(a).

7. Finally, CHA is subject to a 2019 Voluntary Compliance Agreement with the United States Department of Housing and Urban Development ("HUD") in which it agreed to "construct new accessible units across its federal developments as funding becomes available and as other capital needs allow" until 5 percent of its federal public housing stock meets physical accessibility standards and 2 percent meets the needs of persons with hearing or visual disabilities, consistent with Section 504 and HUD's regulations at 24 C.F.R. pt. 8. In 2020, CHA submitted, and HUD approved, a needs assessment in which CHA proposed to complete the construction, which would require converting 11 units, by 2027. As of September 2024, 2 units have been converted, leaving 9 units still to be constructed. CHA has failed to make an adequate number of housing units accessible to individuals with disabilities, as required by Section 504 and HUD's regulations at 24 C.F.R. pt. 8.

8. The United States alleges that tenants who have faced discrimination by the Defendants based on race, national origin, or disability, and persons associated with those tenants, have been injured by that discriminatory conduct.

9. The United States alleges that CHA's conduct was intentional, willful, and/or taken in reckless disregard of the rights of others.

10. CHA and Monica Blazic deny these allegations and maintain that there has been no admissible evidence to date to support any such claim.

11. The United States and CHA have voluntarily agreed to resolve the United States' claims against CHA without any admission of liability by entering into this Consent Order, as indicated by the signatures below. The parties' agreement to the terms of this Consent Order constitutes a full and final resolution by the parties of all claims brought by the United States in the above-captioned case.

Therefore, it is hereby ORDERED, ADJUDGED, AND DECREED as follows:

II. JURISDICTION

12. The Court has jurisdiction over this action, and may grant the relief sought herein, under 28 U.S.C. §§ 1331, 1345, 2201, and 2202; 29 U.S.C. § 794a; and 42 U.S.C. §§ 12133, 3612(o), and 3614(a).

III. GENERAL INJUNCTION AND NONDISCRIMINATION PROVISIONS

13. CHA, its agents, employees, successors, and all other persons or entities in active concert or participation with it, are enjoined from:

- a. Discriminating on the basis of race, national origin, or disability as prohibited by the FHA, Section 504, and the ADA;
- b. Denying or otherwise making unavailable housing units or housing choice vouchers because of a person's race, national origin, or disability, in violation of the FHA, Section 504, and the ADA;
- c. Discriminating 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 race, national origin, or disability, in violation of the FHA, Section 504, and the ADA;

- d. Denying reasonable accommodations for tenants, prospective tenants, participants in the Section 8 program, or applicants for housing or rental assistance in accordance with the requirements of the FHA, Section 504, and the ADA, including unduly delaying the implementation of reasonable accommodations such that it amounts to a denial; and
- e. Failing to provide program access for persons with disabilities as required by Section 504 and the ADA.

IV. REASONABLE ACCOMMODATION AND TRANSFER POLICIES

14. Within 90 days of the entry of this Consent Order, CHA shall submit to the United States for review and approval a revised Reasonable Accommodation Policy. The policy shall be submitted by email to HUD as set forth in Paragraph 67.

15. The Reasonable Accommodation Policy shall include, at a minimum, the following information:

- a. A definition of reasonable accommodation, which includes a definition of a person with a disability, consistent with the requirements of this Agreement and applicable law;
- b. The process through which CHA shall notify the public about the revised Reasonable Accommodation Policy;
- c. The process by which tenants may make reasonable accommodations requests, and the process followed by CHA in its consideration and processing of all reasonable accommodation requests received from CHA tenants;
- d. A commitment that requested disability-related accommodations shall be

granted unless they fundamentally alter the nature of CHA's program or impose undue financial and administrative burdens, considering all resources available to CHA;

- e. A description of the interactive process to be used if a request poses a fundamental alteration or undue financial and administrative burdens;
- f. A description of the kinds of information that may be analyzed to evaluate the reasonable accommodation request, the procedures for seeking additional information from the requester or medical professionals, and a commitment to seek only the minimum information needed to determine if the accommodation sought would serve an individual's disability-related need;
- g. A provision that CHA shall consider reasonable accommodation requests on a case-by-case basis;
- h. Provisions identifying applicable waitlist policies and procedures as they relate to reasonable accommodation requests, including how the waiting list will be maintained, what information is included on the waiting list about reasonable accommodation requests, who has access to the list and who controls it;
- i. The name and contact information for the Disability Rights Coordinator or any interim or Acting Disability Rights Coordinator;
- j. The formal appeal or grievance procedures for the reasonable accommodation process, or any denial in whole or in part of a request made for a reasonable accommodation;
- k. A copy of templates for all forms, letters, or other documents that will be used

in CHA's reasonable accommodation process, including approval letters, denial letters, request for additional information letters, appeal/grievance forms, and implementation letters.

16. The Reasonable Accommodation Policy shall further include a description of how approved reasonable accommodation transfer requests will be implemented in federal and state housing developments. The policy shall align with the following requirements:

- a. Tenants who need a transfer as a reasonable accommodation for their disability will be given priority on the transfer list over tenants who request transfers for any other reason other than emergencies affecting health or safety.
- b. Tenants who need a transfer as a reasonable accommodation for their disability will not be subject to CHA's policy that transfers be "mixed with new move-ins in a ratio of one transfer to five new move-ins." New applications for housing received after a reasonable accommodation transfer request has been submitted will not be prioritized above that reasonable accommodation request, except in emergencies affecting health or safety.
- c. The policy shall explain tenants' ability to accept or refuse unit offers, what constitutes a refusal "for cause," who on CHA staff will make such a determination, and how tenants may appeal the determination. The policy shall further provide that tenants can make unlimited refusals of offered units if those offered units do not meet their disability-related needs ("for cause" refusal). If a tenant refuses a unit offer based on a non-obvious disability-related need which has not been previously documented, CHA may request medical verification.
- d. CHA shall pay the reasonable moving-related expenses for tenants with

disabilities who have a disability-related need for a transfer to another unit or development as a reasonable accommodation unless such expenses become an undue burden on the Chicopee Housing Authority. This provision shall apply only to federally-funded units at the Chicopee Housing Authority.

- e. CHA shall pay the reasonable moving-related expenses for tenants without disabilities who occupy a Housing Unit with Hearing/Vision Features or a Housing Unit with Mobility Features and are required to relocate in order to make a housing unit available to person(s) with disabilities. This provision shall apply only to federally-funded units at the Chicopee Housing Authority.
- f. The Disability Rights Coordinator shall coordinate transfers of tenants with disabilities and placements of applicants with disabilities who need housing units with Hearing/Vision Features or Housing Units with Mobility Features, or other units with accessibility features, and shall coordinate the relocation of tenants without disabilities who occupy accessible units when necessary to accommodate tenants with disabilities.
- g. CHA shall keep a list of all relocations that are carried out for purposes of a reasonable accommodation and shall submit this list to the United States as part of the reporting required in Section XII below.
- h. In addition to facilitating unit transfers within the federally and state-funded programs, CHA staff will provide tenants of federally-funded public housing who are seeking a reasonable accommodation transfer with application materials for state-funded public housing, if such housing would meet their disability-related needs, and will provide tenants of state-funded public housing who are seeking a

reasonable accommodation transfer with application materials for federally-funded public housing, if such housing would meet their disability-related needs.

17. CHA shall revise its Admission and Continued Occupancy Policies (ACOP) to make them consistent with the revised Reasonable Accommodation Policy, including at a minimum by revising Section E (Transfers). Within 90 days of the entry of this Consent Order, CHA shall submit the revised ACOP to the United States for review and approval along with the proposed Reasonable Accommodation policy. The revised ACOP shall be submitted by email to HUD as set forth in Paragraph 67.

18. Within 60 days of the United States' approval of a revised Reasonable Accommodation Policy, CHA shall thoroughly review its current waiting lists to ensure that it has accurately recorded and given proper priority to all reasonable accommodation transfer requests pursuant to the updated Reasonable Accommodation Policy and report the results of the audit to the United States. To the extent that CHA finds any errors on the waiting list, it will correct them and include in its report to the United States the corrective actions taken. CHA shall also provide the United States with a copy of the tenant file and current contact information for each tenant whose waitlist status was adjusted under this paragraph. The Protective Order between the parties shall remain in full force and effect throughout the duration of this Consent Order.

19. Within 45 days of receipt, the United States will approve, seek additional information, or propose changes to the Reasonable Accommodation Policy and revised ACOP. If the materials are not approved, CHA shall have an additional 60 days to provide revised materials. If the United States requests additional information, CHA shall provide that information within 30 days of the United States' request. The United States and CHA may

continue to exchange proposals until the United States gives its approval to the submissions. If no agreement can be achieved within 6 months from the date of entry of this Consent Order, the United States may move the Court to resolve any disputes concerning the policies. The United States shall not unreasonably withhold its approval.

20. Within 30 days of approval, CHA shall have translated into Spanish, and any other language required to meet its obligations under Title VI of the Civil Rights Act of 1964, each document above that it intends for distribution to or use by a tenant, applicant, or Section 8 participant and shall send the translation to the United States for further approval.

21. Within 30 days of approval, CHA will make the Reasonable Accommodation Policy available in the CHA main office at 128 Meetinghouse Road as well as prominently displayed on CHA's website. CHA will individually distribute the Reasonable Accommodation Policy and a Reasonable Accommodation Request Form to the head of household of each unit at the time of the initial lease as well as in the annual renewal packet. CHA shall also disseminate the Reasonable Accommodation Policy to all staff members who may receive, decide, or otherwise interact with tenants or applicants regarding requests for reasonable accommodation.

22. Within 90 days of the entry of this Consent Order, CHA shall create a centralized Reasonable Accommodation Log for both its Federal and State programs. The Reasonable Accommodation Log, must be maintained with current, accurate, and up-to-date information related to each reasonable accommodation request, whether made orally or in writing. The Reasonable Accommodation Log should contain, at minimum, the following information:

- a. a unique tracking number for each request;
- b. information about the requestor including their name, current address and unit number, building number, phone number, and email address, if applicable;

- c. the nature and content of the request;
- d. whether the request was made verbally or in writing;
- e. the date of the request;
- f. the method of transmission of the request;
- g. if the request was approved or denied in whole or in part, or if an alternative accommodation/modification was offered;
- h. if approved, the date of approval, date of the actual implementation or completion of the request, and a signature from the requestor acknowledging the acceptance of the reasonable accommodation;
- i. if denied, the date of denial, the justification for denial, and the nature of any follow up or interactive process with the requestor;
- j. pending and final appeals/grievances of denied or delayed reasonable accommodation requests, including the date of the appeal/grievance, the date of the final decision, and the final outcome.

23. The Reasonable Accommodation Log must be kept in a digital searchable and sortable format maintained and administered by the Disability Rights Coordinator. All paper submissions and responses received by the Disability Rights Coordinator must be scanned, logged into the digital system, and digitally attached to the requestor's tracked request, within 5 days of receipt.

24. CHA shall update the requestor of a reasonable accommodation in writing with the following information pertaining to their request:

- a. acknowledgement of receipt of their reasonable accommodation request within 5 days of receipt;

- b. an update on the status of their request within 10 days from the date of the request;
- c. if approved, the date of the approval and the anticipated date of completion or implementation;
- d. if denied, the date of the denial, the justification of the denial, and information on the appeal and grievance procedure;
- e. if more information is needed from the requestor, the specific information required by CHA to process the reasonable accommodation request.

25. During the duration of the Order, CHA will submit digital copies of the Reasonable Accommodation Log to the United States every 6 months, as set forth in Section XII. Upon request by the United States, CHA will provide the United States with additional information about the contents of the Reasonable Accommodation Log, or the underlying reasonable accommodation requests contained therein, as soon as practicable.

V. DISABILITY RIGHTS COORDINATOR

26. CHA agrees to employ a full-time Disability Rights Coordinator to maintain its compliance with disability rights laws, regulations, and requirements, and all matters related to reasonable accommodations.

The responsibilities of the Disability Rights Coordinator shall include:

- a. Operating and overseeing CHA's reasonable accommodation process and maintaining all policies, procedures, and materials related to reasonable accommodations;
- b. Receiving, tracking and responding to requests for reasonable accommodation;

- c. Monitoring and facilitating the fulfillment of reasonable accommodation requests, including unit modifications and transfers;
- d. Maintaining and updating CHA's Reasonable Accommodation Log contemporaneously;
- e. Monitoring staff compliance with reasonable accommodation policies and procedures;
- f. Conducting outreach to tenants and tenant advocates around disability rights issues, including reasonable accommodation;
- g. Producing and disseminating educational materials to tenants, applicants, and Section 8 participants about topics related to disability rights, including reasonable accommodation;
- h. Ensuring that all staff who interact with tenants, applicants, and Section 8 participants know how to access and effectively use communication aids, including but not limited to qualified sign language and other interpreters, assistive listening devices, Braille materials, large print documents, and accessible web-based and email communications;
- i. Ensuring that accurate and updated information regarding reasonable accommodation is maintained in CHA's main office and provided on CHA's website;
- j. Arranging mandatory trainings for current and future CHA staff as described in Section VII;
- k. Receiving and investigating disability-related complaints, as described in Section VI;

1. Ensuring compliance with the reporting requirements required by this Order, as described in Section XI.

27. CHA will use its best efforts to employ the Disability Rights Coordinator within 60 days of the entry of this Order. Within 14 days of the entry of this Order, CHA will publish the job opening online on its own website and on at least 3 other websites, including Indeed.com. CHA will not be considered to be in violation of the preceding paragraph so long as CHA can provide evidence to the United States that it has used its best efforts to fill this position, and that CHA has not received any qualified applicants for the position. In the event that CHA is unable to fill the position within 60 days because it has not received any qualified applicants, CHA will continue to use its best efforts to employ a qualified Disability Rights Coordinator as soon as practicable, and shall update the United States on its continued efforts to fill the position every 60 days. Until the position is filled, CHA shall designate a current employee as the Acting Disability Rights Coordinator responsible for receiving, tracking, responding to, and overseeing the fulfillment of reasonable accommodation requests.

28. The Disability Rights Coordinator shall report directly to the CHA Executive Director.

29. CHA shall provide to the United States a job description of the duties of the Disability Rights Coordinator as soon as practicable but before posting the position pursuant to and consistent with Paragraph 27. Should the United States have any proposed changes to the job description, it will provide those changes within 7 days of receipt.

30. Within 14 days of identifying a qualified candidate for hire, CHA shall identify its proposed Disability Rights Coordinator to the United States and provide documentation of the candidate's qualifications, experience, and knowledge regarding compliance with disability

rights laws. If CHA proposes that a current employee fill this role, it shall provide information about the person's current job duties and plan for reallocation of work to allow sufficient time to fulfill the Disability Rights Coordinator role. The United States shall raise with counsel for CHA any concerns or objections regarding this selection within 14 days of identification to the United States. If there are any disputes regarding the selection of the Disability Rights Coordinator, the parties shall make a good faith attempt to resolve the dispute and make a selection within an additional 14 days. The final selection of the Disability Rights Coordinator will rest with CHA. Should the United States determine that the individual selected by CHA is unsuited for the role, the United States may move the Court to resolve the dispute. CHA will not make any offers of employment to a contested Disability Rights Coordinator until the dispute is resolved.

31. Within 3 days of any change in the employment status of the Disability Rights Coordinator, CHA shall identify an Acting Disability Rights Coordinator (who shall not be in the Acting position longer than 60 days), inform the United States of the personnel change, and repost the job description referenced in Paragraph 29 to seek a replacement for the position. The selection of a new Disability Rights Coordinator will be subject to the approval process set forth in the preceding paragraph.

VI. NON-DISCRIMINATION POLICY AND COMPLAINT PROCEDURE

32. Within 90 days of the entry of this Order, CHA must draft and send to the United States for approval a Non-Discrimination Policy detailing CHA's policy not to discriminate based on race, national origin, color, religion, sex, familial status, or disability.

33. Within 90 days of the entry of this Order, CHA must also draft and send to the United States for approval a Complaint Procedure for receiving and handling complaints from tenants, applicants, and Section 8 participants relating to race, national origin, color, religion,

sex, familial status, or disability discrimination. The Complaint Procedure should include: whom to contact at CHA to make a complaint; the process for making a complaint, including any forms that must be completed; information about how the complaint will be investigated and evaluated; when residents will receive written notice of receipt of their complaint; and the length of time it will take for the complaint to be investigated and evaluated and a written response to be provided to the tenant, applicant, or Section 8 participant.

34. The Complaint Procedure shall provide that any CHA employee or member of the Board of Commissioners alleged to have engaged in discriminatory harassment, coercion, intimidation, or threats, including the use of racial epithets and derogatory language, shall not participate in the evaluation or investigation of the complaint, or influence or attempt to influence the evaluation or investigation of the complaint, in any way. Such complaints must be investigated and evaluated by an employee, board member, or third party who is not the subject of the complaint and who does not report to anyone alleged to have participated in the discriminatory conduct. Any complaint involving discriminatory harassment, coercion, intimidation, or threats by the executive director or a member of the Board of Commissioners shall be evaluated by the Board of Commissioners or an independent third-party investigator hired by the Board of Commissioners. The results of the investigation and recommended resolution shall be reported to the Board of Commissioners. Any member of the Board of Commissioners alleged to have participated in any way in the acts alleged in the Complaint shall be recused from investigating or considering the Complaint.

35. Within 45 days of receipt, the United States will approve, seek additional information, or propose changes to the Non-Discrimination Policy and Complaint Procedure. If the materials are not approved, CHA shall have an additional 30 days from the United States's

notice of non-approval to provide revised materials. The United States and CHA may continue to exchange proposals until the United States gives its approval to the submissions. If no agreement can be achieved within 6 months from the date of entry of this Consent Order, the United States may move the Court to approve the materials. The United States shall not unreasonably withhold its approval.

36. CHA shall retain records of all complaints received and evaluated under the Complaint Procedure throughout the term of this Order and shall provide the United States with quarterly reports documenting the complaints received as set forth in Section XII.

37. Within 30 days of the United States' approval, CHA shall have the Non-Discrimination Policy and Complaint Procedure translated into Spanish, and any other language required to meet its obligations under Title VI of the Civil Rights Act of 1964. CHA shall also post the Non-Discrimination Policy and Complaint Procedure on its website and make copies available, in English and Spanish, in CHA's office and on community bulletin boards.

VII. TRAINING

38. Within 180 days from the entry of this Order, and annually thereafter, CHA shall provide the United States with a list of all employees and contractors that will have any involvement with disability rights, reasonable accommodations, and effective communication matters. This list shall identify the names, titles, and roles assigned to each of these people. As used in this paragraph, the phrase "contractors" shall only refer to those working on behalf of the CHA with tenants day-to-day on requests for reasonable accommodations.

39. All CHA staff and contractors identified in the preceding paragraph shall undergo a minimum of 1 training course per year on CHA's obligations under Section 504, the ADA, and the FHA, with a focus on the handling and processing of reasonable accommodations. Training

topics shall include reasonable accommodations, the obligation to ensure effective communication with individuals with disabilities, program accessibility, and integration. The training must also cover the specifics of CHA's policies and procedures adopted under this Order and the other requirements of this Order. New staff will first undergo this training within 1 month of their hire date, and once a year thereafter.

40. Within 60 days from the entry of this Order, and annually thereafter, CHA shall provide the United States a list of all employees and contractors that will have any involvement with modernization and compliance matters as they pertain to the construction of the housing authority's accessible units. This list shall identify the names, titles, and roles assigned to each of these people.

41. All CHA staff and contractors identified in the preceding paragraph must undergo a minimum of 1 training course per year on accessible design and construction. Training must also include the specifics of CHA's requirements for the construction of accessible units as adopted under this Agreement. New staff will first undergo training within 1 month of their hire date, and once a year thereafter.

42. Within 60 days from the entry of this Order, and annually thereafter, CHA shall provide the United States a list of all employees and contractors that will have regular communication or interactions with CHA tenants, except that CHA need not include contractors whose sole responsibilities at CHA involve property maintenance, repairs, or construction. This list shall identify the names, titles, and roles assigned to each of these people.

43. All CHA staff and contractors identified in the preceding paragraph must undergo a minimum of 1 training course per year on general non-discrimination requirements, separate

from any other trainings they may be required to attend under this Order. New staff will first undergo training within 1 month of their hire date, and once a year thereafter.

44. All trainings required by this Order shall be conducted by a qualified third party independent of Defendants or their counsel. At least 60 days prior to any planned training pursuant to this Order, CHA shall submit to the United States for review and approval the name(s) and qualification of the proposed trainer(s), as well as any materials to be used to facilitate the training.

45. CHA shall provide a copy of this Consent Order to each employee required to attend training under Section VII and shall require each trainee to execute a certification, as attached in Appendix A, to certify the completion of training.

46. The Disability Rights Coordinator shall maintain records of all trainings conducted, including the subjects of the trainings, dates of the trainings, who conducted the training, the names and job titles of attendees.

47. CHA will be responsible for all costs for all training required by this section.

VIII. PHYSICAL ACCESSIBILITY OF HOUSING UNITS

48. CHA shall convert 9 units across its federal developments to meet Uniform Federal Accessibility Standards (“UFAS”) requirements. These 9 units shall be in addition to the existing 11 accessible units at CHA, resulting in a total of 20 accessible units in the federal developments such that over 5 percent of its housing stock meets UFAS requirements. These units must be sufficiently distributed among the federal portfolio and available in a sufficient range of sizes and amenities so that qualified individuals with disabilities have a choice of living arrangement that, as a whole, is comparable to those of other persons eligible for housing

assistance under the same program. CHA shall further ensure that a total of 8 units in its federal portfolio include vision- and hearing-related accessibility features.

49. The 9 new accessible units identified in the preceding paragraph shall consist of the following units identified by CHA in its August 12, 2024 Accessible Unit Plan, unless CHA seeks and receives approval from HUD to alter its plan as set forth in Paragraph 51.

2 bedroom units	4 units at Memorial Apartments: To be completed by converting 4 efficiency units and certain common spaces and offices
3 bedroom units	3 units at Cabot Manor: 55 Stonina Drive 45 Stonina Drive 27 Stonina Drive
4 bedroom units	2 units at Cabot Manor: 9 Plante Circle 74 Stonina

50. CHA shall complete construction of the 9 new accessible units and 8 hearing- and vision-accessible units identified in the preceding paragraphs by December 31, 2030, unless it seeks and receives approval from HUD to extend this deadline as set forth in Paragraph 51.

51. **By December 31, 2024** and bi-annually thereafter until construction of the 9 new accessible units and 8 hearing- and vision-accessible units is complete, CHA shall submit a detailed Accessible Unit Update to HUD. The update shall include: 1) a description of the construction that was completed during the previous 6 months and associated expenditures; 2) the amount and source of federal funds that CHA intends to use for accessible unit construction during the following calendar year; and 3) a construction budget outlining the expected construction costs during the following calendar year. If CHA intends to convert different units than those identified in its August 12, 2024 plan, it shall include in its Accessible Unit Update an updated unit list and explain the justification for the change. If CHA anticipates that it will be

unable to complete the construction project by December 2030, it shall include in its next Accessible Unit Update an updated timeline and explain the justification for the change. CHA shall not propose a funding plan that would result in its operating reserves or Housing Choice Voucher reserves falling below the recommended minimum levels established by HUD.

52. Within 60 days of receipt, HUD will approve, seek additional information, or propose changes to CHA's Accessible Unit Update. CHA shall have 30 days to provide additional information and/or updated materials. HUD and CHA may continue to exchange submissions until HUD gives its approval to the Accessible Unit Update. If no agreement can be achieved, the United States may move the Court to resolve any disputes concerning accessible unit construction. HUD shall not unreasonably withhold its approval.

IX. RELIEF TO AGGRIEVED PERSONS

53. Within 60 days of the entry of this Order, CHA shall wire the amount of \$435,000 to the United States to establish a settlement fund (the "Settlement Fund") for the purpose of compensating those individuals who have been aggrieved by CHA's conduct regarding requests for reasonable accommodation transfers.

54. The United States shall identify aggrieved persons through review of tenant files and interviews. To facilitate the identification of such individuals, CHA will provide the United States with access to additional CHA records (beyond those already produced to the United States in discovery) upon request.

55. Within 15 months of the entry of this Order, the United States shall inform CHA in writing of its determinations as to which persons constitute aggrieved persons for purposes of the Settlement Fund and an appropriate amount of damages that should be paid to each.

56. The United States shall further inform CHA in writing of non-monetary relief that may be proposed for each aggrieved person. Non-monetary relief is limited to (a) approval of a reasonable accommodation transfer request with (if applicable) a priority date that reflects the date of the individual's original request, subject to an available unit; (b) adjustment or reinstatement of a waitlist priority date for a tenant whose reasonable accommodation request was improperly processed; or (c) reinstatement in Public Housing, if a tenant's departure was related to CHA's mishandling of a reasonable accommodation transfer request.

57. After the United States receives a signed release (attached as Appendix B) from a particular aggrieved person releasing CHA from all claims related to this action in exchange for monetary damages, it will distribute a settlement check to that person. The United States will provide a copy of all signed releases to CHA.

58. The United States shall make reasonable and good faith efforts to obtain signed releases and disburse settlement payments to each of the aggrieved persons identified as set forth in Paragraph 55. If, despite these efforts, the United States is unable to complete the distribution of funds to an identified aggrieved person within 27 months of the entry of this Order, any remaining funds will be remitted to the United States Treasury.

59. After receiving a signed release from a particular aggrieved person, CHA shall implement any non-monetary relief for that person as directed by the United States, including adding individuals to the transfer waiting list and/or revising priority dates or status, and shall notify the United States when it has completed such actions. CHA shall implement any non-monetary relief for that person as directed by the United States within 60 days of receipt.

60. CHA shall provide guidance to its staff that any Settlement Fund payments received by current CHA tenants are not considered for purposes of rent calculation or program eligibility.

61. The Plaintiff-Intervenors have negotiated a separate settlement agreement with CHA and shall not be eligible for any compensation from the Settlement Fund.

X. CIVIL PENALTY

62. Within 60 days of entry of the Order, Defendants shall pay \$25,000 to the United States pursuant to 42 U.S.C. § 3614(d)(1)(C) to vindicate the public interest. The payment shall be in the form of an electronic funds transfer pursuant to written instructions to be provided by the United States.

XI. MONICA BLAZIC

63. Monica Blazic agrees that her consulting role with CHA will continue no more than 2 days per week between the entry of this Order and December 31, 2024, and that her role shall not include direct interaction with tenants. Ms. Blazic further agrees that she will fully retire from her position as a consultant at CHA no later than December 31, 2024. She shall not, thereafter, accept employment with or participate, directly or indirectly in the management or operation of CHA in any paid or unpaid capacity. CHA agrees not to employ, contract with, or involve Ms. Blazic in its operations after December 31, 2024.

XII. REPORTING AND DOCUMENT RETENTION REQUIREMENTS

64. Within 6 months of the date of entry of this Order, and every 6 months thereafter for the duration of this Order (“6 month reporting period”), CHA shall deliver to the United

States a report detailing CHA's compliance with the provisions of this Order during the reporting period, including, but not limited to, the:

- a. Status of the updated Reasonable Accommodation and Transfer Policies described in Section IV and the updated Complaint Procedure described in Section VI;
- b. A digital copy of the information contained in the Reasonable Accommodation tracking system described in Section IV (including a description of all reasonable accommodation requests received and/or evaluated during the reporting period, and the other information recorded in the tracking system as described in Section IV);
- c. A copy of the current waiting list for federal public housing with identification of any tenants who were transferred during the reporting period;
- d. A description of all training conducted pursuant to Section VII, including the names and job titles of all individuals who attended the training;
- e. The Accessible Unit Update, as described in Section VIII;
- f. Status of non-monetary relief for individuals identified pursuant to Paragraph 56;
- g. A copy of any written complaint, or a summary of any oral complaint, received by CHA alleging discrimination based on race, national origin, or disability discrimination during the reporting period, the complainant's name, address, and telephone number, a description of any action taken by CHA in response to a discrimination complaint during the reporting period, and a copy of any resolution to a discrimination complaint reached during the reporting period. CHA shall also promptly provide the United States with any additional information it may request concerning any such complaint.

65. The final report required to be submitted to the United States pursuant to this paragraph shall be delivered to the United States no later than 60 days prior to the expiration date of this Order.

66. During the term of this Order, CHA shall preserve all records that are the source of, contain, or relate to any of the information pertinent to the allegations in the United States' Complaint, including, but not limited to: reasonable accommodation, admissions, and transfer policies, records pertaining to reasonable accommodation requests and transfer requests, and information regarding program accessibility and UFAS-compliant units, from 2015 to the present. For the duration of this Order, upon reasonable notice to counsel for CHA, representatives of the United States shall be permitted to inspect and copy all such records at any and all reasonable times, at the United States' expense.

67. Unless otherwise specified, CHA shall fulfill its reporting obligations under this section by submitting the required information by email to HUD for review. CHA shall likewise submit all required information or documents set forth in Sections IV, V, VI, VII, and VIII by email to HUD. The submissions should be directed to CHASettlementMonitoring@hud.gov.

68. CHA shall direct all written materials related to the Settlement Fund and civil penalty as described in Sections IX and X to counsel for the United States.²

XIII. SCOPE AND DURATION

69. This Order shall become effective upon entry by the Court and shall remain in

² The documents should be submitted by email to Assistant U.S. Attorneys Hillary Harnett and Anuj Khetarpal.

effect for 3 years from its effective date, except that the portions of the Order that relate to CHA's plan to make units accessible in accordance with UFAS requirements shall remain in effect until CHA has achieved program accessibility, as described in Section VIII, above. If CHA has not completed the requirements of Section VIII within 3 years, CHA shall continue submitting bi-annual Accessible Unit Updates to HUD as set forth in Section VIII until it has met all obligations under Section VIII. In addition, CHA shall submit, on the third anniversary of the entry of this Order, a report to the Court describing the status of its physical accessibility work, any unmet obligations, and their projected completion date(s). CHA shall submit a similar report to the Court every year thereafter until it has met all obligations under Section VIII, at which point CHA shall submit a report certifying the same. Section VIII of the Consent Order will expire 60 days after CHA files that final report with the Court.

70. If CHA has failed substantially to satisfy the terms of this Order, or if the interests of justice so require, the United States may file a motion requesting that the term of this Order be extended. The United States agrees to provide prior written notice of its belief that CHA has failed to substantially satisfy the terms of this Order and provide CHA a reasonable opportunity to cure any such alleged failure.

XIV. ENFORCEMENT

71. The parties shall endeavor in good faith to resolve informally any differences regarding interpretation of and compliance with this Order. However, in the event of a failure by Defendants to perform in a timely manner any act required by this Order, or otherwise to act in conformance with any provision thereof, the United States may move the Court to impose any remedy authorized by law or equity. Remedies include, but are not limited to, findings of contempt, an order requiring performance of such act or deeming such act to have been

performed, and an award of damages, costs, and reasonable attorneys' fees that may have been occasioned by the violation or failure to perform. Absent exigent circumstances, the United States will allow Defendants 60 days to cure a violation of this Order once notified in writing by the United States before moving the Court for relief.

72. In the event that Defendants engage in any future violation(s) of the Fair Housing Act, such violation(s) shall constitute a "subsequent violation" pursuant to 42 U.S.C. § 3614(d)(1)(C)(ii).

XV. COSTS OF LITIGATION

73. Each party to this Consent Order will bear its own costs and attorneys' fees associated with this litigation, except that the United States may seek reasonable attorneys' fees occasioned by a violation of this Order as set forth in Paragraph 71.

XVI. MODIFICATION

74. Any time limits for performance imposed by this Order may be extended by mutual written agreement of the parties. The other provisions of this Order may be modified only by motion to the Court.

XVII. LITIGATION HOLD

75. The Parties agree that as of the effective date of this Consent Order, litigation is not "reasonably foreseeable" concerning the matters described in the United States' Complaint. To the extent that any of the Parties previously implemented a litigation hold to preserve documents, electronically stored information ("ESI"), or things related to the matters described in the Complaint, they are no longer required to maintain such a litigation hold. Nothing in this paragraph relieves any of the Parties of any other obligations imposed by this Consent Order.

FOR PLAINTIFF UNITED STATES OF AMERICA:

JOSHUA S. LEVY
Acting United States Attorney
District of Massachusetts

JENNIFER SERAFYN
Chief, Civil Rights Unit

KRISTEN CLARKE
Assistant Attorney General
Civil Rights Division

CARRIE PAGNUCCO, Chief
MEGAN WHYTE DE VASQUEZ, Deputy Chief
Housing and Civil Enforcement Section
U.S. Department of Justice
150 M Street, NE
Washington, DC 20002

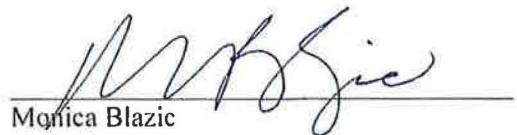
Hillary Harnett
Hillary Harnett, BBO#687780
Anuj K. Khetarpal, BBO 679163
Assistant United States Attorney
United States Attorney's Office
One Courthouse Way, Suite 9200
Boston, Massachusetts 02210
Phone: (617) 748-3100
Hillary.Harnett@usdoj.gov
Anuj.Khetarpal@usdoj.gov

Date: *October 10, 2024*

FOR DEFENDANTS THE CHICOPEE HOUSING AUTHORITY AND MONICA BLAZIC

Courtney E. Mayo

Courtney E. Mayo, Esquire, BBO # 657790
Gerard T. Donnelly, Esquire, BBO #553283
Hassett & Donnelly, P.C.
446 Main Street, 12th Floor
Worcester, MA 01608
(508) 791-6287
emayo@hassettanddonnelly.com
gdonnelly@hassettanddonnelly.com


Monica Blazic

E.A. Partyka-Narey

Elizabeth Partyka-Narey
Executive Director
Chicopee Housing Authority
128 Meeting House Road
Chicopee, MA 01013

IT IS SO ORDERED this 11 day of October, 2024.

/s/ Katherine A. Robertson

KATHERINE A. ROBERTSON
UNITED STATES MAGISTRATE JUDGE

APPENDIX A
CERTIFICATION OF TRAINING AND RECEIPT OF CONSENT ORDER

On _____ [date], I attended training on CHA's non-discrimination policy. I have also received a copy of the Consent Order entered in *United States v. Chicopee Housing Authority and Monica Blazic*, filed in the United States District Court for the District of Massachusetts. I have been notified about my legal responsibilities under the Consent Order and will comply with those responsibilities. I further understand that the Court may impose sanctions on the Housing Authority if I violate any provision of the Order.

[IF APPLICABLE] On _____ [date], I attended training on the federal Fair Housing Act, Section 504 of the Rehabilitation Act, and Title II of the Americans with Disabilities Act, including handling reasonable accommodation requests. I have had all of my questions concerning these topics answered to my satisfaction.

[IF APPLICABLE] On _____ [date], I attended training on accessible design and construction. I have had all of my questions concerning these topics answered to my satisfaction.

Date

Employee/Agent Name (Print)

Employee/ Agent Signature

APPENDIX B
FULL AND FINAL RELEASE OF CLAIMS

In consideration for the parties' agreement to the terms of the Consent Order entered into in the case of *United States v. Chicopee Housing Authority and Monica Blazic*, Case No 3:21-cv-10649-KAR (D. Mass.), as approved by the United States District Court for the District of Massachusetts, and in consideration for the payment of \$ _____,

I, _____, do hereby fully release and forever discharge the Chicopee Housing Authority and HAI Group and Housing Authority Risk Retention Group as well as their agents, employees, or former employees from any and all fair housing claims set forth, or which could have been set forth, in the Complaint in this lawsuit that I may have had against any of them for any of the Housing Authority's actions related to those claims through the date of the entry of the Consent Order.

Executed this _____ day of _____, 20__.

Signature

Print Name

Home Address

Home Address Continued