

**SETTLEMENT AGREEMENT**  
**BETWEEN**  
**THE UNITED STATES OF AMERICA**

**AND**

**ELADIO CALVILLO VARGAS, FIDELINA OJEDA, MARIA CALVILLO, MIRELLA  
CALVILLO-OJEDA, AND VICTORIANO CALVILLO**

**AND**

**BAYWOOD EQUITIES L.P., JERRY OSWOOD,  
AND ELIZABETH OSWOOD**

**I. INTRODUCTION**

1. The parties (Parties) to this Settlement Agreement (Agreement) are: the United States of America (United States); Eladio Calvillo Vargas, Fidelina Ojeda, Maria Calvillo, Mirella Calvillo-Ojeda, and Victoriano Calvillo (collectively the Complainants); and Baywood Equities L.P., Jerry Oswood, and Elizabeth Oswood (collectively the Respondents).

**II. RECITALS**

2. This matter was initiated by a complaint (HUD Case No. 09-17-9485-8) filed with the Department of Housing and Urban Development (HUD) against Respondents, alleging violations of the Fair Housing Act, 42 U.S.C. §§3601-19. Specifically, the Complainants alleged that Respondents discriminated against them on the basis of disability when they denied the family's request for a reasonable accommodation for an emotional support animal. The Complainants further alleged that Respondents made intimidating statements and interfered with their right to request a reasonable accommodation.

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 November 19, 2018, the Secretary issued a Charge of Discrimination, pursuant to 42 U.S.C. § 3610(g)(2)(a), charging the Respondents with engaging in discriminatory housing practices on the basis of disability in violation of 42 U.S.C. §§ 3604(f)(2) and (f)(3)(B). HUD also charged Respondents with unlawfully coercing, intimidating, threatening, or interfering with a person in the exercise or enjoyment of rights granted or protected by the Fair Housing Act, in violation of 42 U.S.C. § 3617.

4. On December 10, 2018, Complainants elected to have the claims asserted in the HUD charge resolved in a civil action pursuant to 42 U.S.C. § 3612(a). On December 11, 2018, the Administrative Law Judge issued a Notice of Election to Proceed in the United States Federal District Court and terminated the administrative proceeding on the complaint.

5. Baywood Equities L.P. is a limited partnership organized under the laws of California. At all times relevant to this Agreement, Baywood Equities L.P. owned Baywood Arms Apartments, located at 1168 Baywood Drive, Petaluma, California 94954 (the Subject Property).

6. The Subject Property consists of 172 rental apartment units. The units at the Subject Property are dwellings as defined by the Fair Housing Act, 42 U.S.C. § 3602(b).

7. At all times relevant to this Agreement, Baywood Equities L.P employed Jerry Oswood as the maintenance manager at the Subject Property.

8. At all times relevant to this Agreement, Baywood Equities L.P. employed Elizabeth Oswood as the property manager at the Subject Property.

9. The Complainants are Eladio Calvillo Vargas and Fidelina Ojeda, their adult daughters Maria Cavillo and Mirella Calvillo-Ojeda, and their adult son Victoriano Calvillo. Victoriano Calvillo was a minor when the alleged violations of the Fair Housing Act occurred.

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

- a. The Complainants resided at the Subject Property at all relevant times;
- b. Complainants' lease for the Subject Property stated, "No animals will be brought on the premises without the prior consent of the owner." The Complainants' lease further stated, "No pets. No visiting pets;"
- c. Complainant Victoriano Calvillo is a person with a disability within the meaning of the Fair Housing Act, 42 U.S.C. § 3602(h).
- d. In July 2017, Complainants Eladio Calvillo Vargas and Fidelina Ojeda made a written request for a reasonable accommodation, asking that their son be allowed to live with his emotional support animal;
- e. With this request, Complainants Eladio Calvillo Vargas and Fidelina Ojeda submitted a note from their son's doctor. The note explained that their son has an emotional disability, and that the emotional support animal is

necessary for his emotional/mental health because its presence mitigates symptoms he experiences.

- f. Mr. Vargas and Ms. Ojeda made this request after Respondents told Complainants that past tenants had submitted doctors' notes for emotional support animals and those requests were denied, a doctor's note does not mean anything, and the owner of the Subject Property has attorneys who win cases;
- g. The Respondents denied the Complainants' request for a reasonable accommodation;
- h. Respondents engaged in discriminatory conduct by: (1) refusing to provide a reasonable accommodation, in violation of 42 U.S.C. § 3604(f)(2) and 42 U.S.C. § 3604(f)(3)(B); and (2) intimidating and interfering with a person's right to request a reasonable accommodation, in violation of 42 U.S.C. § 3617; and
- i. As a result of Respondents' conduct, Complainants suffered actual damages, including but not limited to emotional distress, inconvenience and frustration.

### **III. STATEMENT OF CONSIDERATION**

11. In consideration of, and consistent with, the terms and conditions of this Agreement, the Complainants have asked the United States Department of Justice 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. In consideration of, and consistent with, the terms and



conditions of this Agreement, the United States agrees to refrain from filing such a civil lawsuit, 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**

12. 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 disability at 42 U.S.C. § 3604(f).

13. 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**

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

- a. Post in any and all 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 posted that comports with 24 C.F.R. Part 110 will satisfy this requirement. The Defendant 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, handouts, telephone directories, signs (including signs at or near to the Subject Property) and all other written materials, 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**

15. 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.

16. Within fifteen (15) days of the effective date of this Agreement, Respondents shall implement a reasonable accommodation policy for assistance animals (“Policy on Reasonable Accommodations and Assistance Animals” or “Policy”). Respondents shall adopt and implement the policy appended as Attachment A to this Agreement.

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

- a. prominently post and display the policy at all management and leasing offices serving any residential rental property owned or managed by Respondents;
- b. prominently post and display the policy in a visible location in the most frequently used common space at any residential rental property owned or managed by Respondents that has a common room, hallway, vestibule, mailroom, clubhouse, or other common area protected from the elements (not including a garage); and
- c. provide a copy to all current residents at any residential rental property that does not have a common area as described in subpart (B).

18. Beginning fifteen (15) days after the effective date of the Agreement, Respondents shall attach a copy of the Policy to any lease provided to a current or prospective tenant. Respondents shall also add the Policy to any staff or resident handbooks.

19. Within ten (10) days of the adoption of the Policy, Respondents shall post the policy, or a link to it, on any webpage maintained by Respondents (if existing) that relates to the rental properties owned or managed by Respondents.

20. Within ten (10) days of the adoption of the Policy, Respondents shall apprise each of their employees or agents 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 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 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) be provided copies of the Policy; and (c) execute the statement contained in Attachment B, no later than fifteen (15) days following their first day of employment or service or involvement in these processes.

#### **D. MANDATORY TRAINING**

22. Within sixty (60) days of the effective date of this Agreement, any agents or employees of Respondents 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 education and training program regarding the Fair Housing Act, including its prohibitions on discrimination based on disability. The education and training program shall be conducted 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 thirty (30) 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, 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 ninety (90) days of the effective date of this Agreement, Respondents 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 have adopted the Policy on Reasonable Accommodations and Assistance Animals (Attachment A) and have provided a copy of the Policy to current tenants as provided in Paragraph 17(c);
- b. Photographs showing that the Policy on Reasonable Accommodations and Assistance Animals has been posted in the offices and buildings identified in Paragraphs 17(a) and (b);
- c. A written statement verifying that Respondents are complying with the requirements of Paragraph 18.
- d. Verification that the Policy has been posted on Respondents' websites (if existing), as required in Paragraph 19;
- 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, other than the adoption of the Policy on Reasonable Accommodations and Assistance Animals, to Respondents' rules, procedures, or practices related to reasonable accommodations for individuals living in properties owned or managed by Respondents;
- h. Documentation of any denial by Respondents or their employees or agents, since the effective date of this Agreement, of a tenant's or applicant's request for a reasonable accommodation relating to an assistance animal, including the person's name, current address, telephone number, email address, the details of the request, and the reason(s) for the denial;

- i. Documentation of any decision by Respondents or their employees or agents, since the effective date of this Agreement, to change the terms of any accommodation or to rescind a reasonable accommodation relating to an assistance animal that had previously been granted to an applicant for, or resident of housing, including the person's name, current address, telephone number, email address, the details of the circumstances leading to the change or rescission, and the reason(s) for the change or rescission; and
- j. Any written or oral complaint against the Respondents, their agents, or their employees regarding a request for a reasonable accommodation relating to an assistance animal 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. Respondents shall also promptly provide the United States with information concerning any steps taken by the Respondents to resolve the complaint.

26. Each year on the anniversary date of this Agreement, except as provided below, Respondents shall submit to the United States a written report that includes the following information:

- a. The information contained in Paragraph 25, if not previously reported; and

b. For every request for a reasonable accommodation relating to an assistance animal made at a property owned or managed by Respondents during the preceding year:

- i. The name, current address, telephone number, and email address of the person who made the request;
- ii. The date of the request;
- iii. The type or kind of accommodation requested and the type of disability the accommodation is requested to alleviate; and
- iv. The disposition of the request and, if the request was denied, the reason(s) for the denial.

27. The final report required under Paragraph 26 shall be submitted sixty (60) days prior to the expiration date of this Agreement.

28. All documents or other communications required by this Agreement to be sent to the United States shall be sent to: Chief, Housing and Civil Enforcement Section, Civil Rights Division, U.S. Department of Justice, Attn: *Calvillo, et al. v. Baywood Equities L.P., et al.*, DJ # 175-11-366, via overnight delivery, at the following address: 1800 G Street NW, Suite 7002, Washington, DC 20006, 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 case name "*Calvillo, et al. v. Baywood Equities, L.P., et al.*" and DJ # 175-11-366.



29. For the duration of this Agreement, the Respondents 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**

30. Within ten (10) days after the effective date of this Agreement, Respondents shall pay a total sum of \$ 32,500 in settlement of this matter to the Complainants by delivering check(s) payable to the Attorney Client-Trust Account of Brancart and Brancart to counsel for Complainants, Brancart & Brancart, 8205 Pescadero Creek Road, Loma Mar, CA 94021.

31. As a prerequisite to receiving such payment, each Complainant shall execute and deliver to counsel for Complainants 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 Complainants shall deliver the original release forms to counsel for Respondents upon receipt of the check(s) described in Paragraph 30.

**V. IMPLEMENTATION AND ENFORCEMENT**

32. 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.

33. 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 in writing of its concerns. Respondents will have fifteen (15) days from the date of notification to cure the breach.

34. 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 California. 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.

35. In the event the United States files a civil action as contemplated by Paragraph 34, 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 Agreement executed by the United States and Respondents on December 20, 2018,

to plead, argue or otherwise raise any defenses under theories of claim preclusion, issue preclusion, statute of limitations, estoppel, laches, or similar defenses.

36. 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**

37. 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**

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

39. 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.

40. Other than the amount identified in Paragraph 30, above, which is inclusive of Complainants' Attorneys' fees and costs, 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.

41. 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.

42. 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.

43. 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 purpose 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 California, the Parties agree that they will seek removal and/or transfer to the Northern District of California.

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: May 16, 2019

ERIC S. DREIBAND  
Assistant Attorney General  
Civil Rights Division

SAMEENA SHINA MAJEED



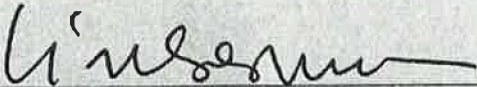
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**FOR THE COMPLAINANTS ELADIO CALVILLO VARGAS, FIDELINA OJEDA,  
MARIA CALVILLO, MIRELLA CALVILLO-OJEDA, AND VICTORIANO CALVILLO**


DATED: 5.16.19



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**FOR THE RESPONDENTS, BAYWOOD EQUITIES L.P., JERRY OSWOOD AND  
ELIZABETH OSWOOD**

DATED: 5/16/19

  
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## ATTACHMENT A

### POLICY ON REASONABLE ACCOMMODATIONS AND ASSISTANCE ANIMALS

Baywood Equities L.P. is committed to granting reasonable accommodations to its rules, policies, practices, or services when such accommodations may be necessary to afford people with disabilities an equal opportunity to use and enjoy their dwellings, to the extent required by federal, state, and local law. A reasonable accommodation may include a change or exception to a rule or policy that is needed because of a person's disability, or it may be a physical change to a unit or common area. It is Baywood Equities L.P.'s general policy to provide a reasonable accommodation to an individual with a disability whenever the individual has a disability-related need for the requested accommodation.

Baywood Equities L.P. accepts reasonable accommodation requests from persons with disabilities and those acting on their behalf. Reasonable Accommodation Request forms are available at all leasing offices or by email, and may be returned in person or by email to any leasing office when complete. If you require assistance in completing the form, please contact the *[insert name of reasonable accommodation coordinator and contact information]*. If you wish to make the request orally, please contact the *[insert name of reasonable accommodation coordinator and contact information]*. Baywood Equities L.P. will keep a record of all requests for a reasonable accommodation.

We will make a prompt decision on your request. If the request is of a time-sensitive nature, please let us know and we will expedite the decision-making process. In the event we need additional information to make a determination, we will promptly advise you of the information needed. It is Baywood Equities L.P.'s policy to seek only the information necessary to verify whether you are a person with a disability and/or to evaluate if the reasonable accommodation is necessary to provide you an equal opportunity to use and enjoy our housing. If we grant the request, you will receive a letter so letting you know.

Baywood Equities L.P. may deny the requested accommodation if providing it would impose an undue financial and administrative burden on Baywood Equities L.P. or fundamentally alter the nature of Baywood Equities L.P.'s operations. If we deny the request, we will provide you with a letter stating all of the reasons for our denial. If we believe that the requested accommodation poses an undue financial and administrative burden or a fundamental alteration to the nature of the Baywood Equities L.P.'s operations, we will schedule a meeting at a mutually convenient time to discuss possible alternative accommodations that may meet your needs and would not impose such a burden or result in a fundamental alteration.

Baywood Equities L.P. will not require you to accept an alternative accommodation if you do not agree it meets your disability-related needs. We recognize that an individual with a disability is generally in the best position to know whether or not a particular accommodation



will be effective in meeting his or her needs. If agreement on an alternative accommodation is not reached, we will send you a letter providing Baywood Equities L.P.'s decision on your requested accommodation and a detailed explanation of our reasons for a denial or decision to grant an alternative accommodation.

Individual leasing agents do not have discretion to approve or deny a request for a reasonable accommodation. The leasing agent will simply provide a reasonable accommodation request form. If the tenant needs assistance in completing the form, the leasing agent shall direct the tenant to contact [*insert name of reasonable accommodation coordinator and contact information*]. The decision regarding the reasonable accommodation request will be made by the corporate office.

If an individual with a disability believes that the request has been denied unlawfully or a response has been unreasonably delayed, he or she may file a complaint with the following:

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
One Samsome St., Suite 1200  
San Francisco, CA 94104  
(415) 489-6524  
(800) 347-3739  
TTY (415) 436-6594  
[ComplaintsOffice09@hud.gov](mailto:ComplaintsOffice09@hud.gov)

### **Assistance Animals**

One type of reasonable accommodation is allowing a person with a disability to keep an *assistance animal* in their unit. 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. Baywood Equities L.P. recognizes the importance of allowing assistance animals that are necessary to provide individuals with disabilities an equal opportunity to use and enjoy housing.

An assistance animal does not necessarily need to be trained and is not limited to any specific type of animal.

### **Requesting Permission to Keep an Assistance Animal**

Baywood Equities L.P. will consider a request by an individual with a disability for a reasonable accommodation to allow an assistance animal to live in their unit, at all residential properties managed by Baywood Equities L.P. or its successors.

A resident who wishes to request permission to keep an assistance animal should follow the general procedures for requesting an accommodation, which can be found on Baywood Equities L.P.'s webpage [*insert additional webpages, as appropriate*] or made available in hard copy upon request. Baywood Equities L.P. may require a statement from a reliable third party indicating that the resident has a disability and that the animal would provide emotional support or other assistance that would ameliorate one or more symptoms or effects of the disability. A "reliable third party" is someone who is familiar with the individual's disability and the necessity for the requested accommodation. A reliable third party includes, but is not limited to, someone who provides medical care, therapy, or counseling to persons with disabilities, including, but not limited to, doctors, physician assistants, psychiatrists, psychologists, social workers or other medical or mental health professionals.

**APPLICATION FOR REASONABLE ACCOMMODATION** *[insert logo]*

PLEASE COMPLETE THIS FORM TO REQUEST AN ACCOMMODATION. IF YOU REQUIRE ASSISTANCE COMPLETING THIS FORM, OR WISH TO MAKE THE REQUEST ORALLY, PLEASE CONTACT A LEASING MANAGER AT THE NEAREST LEASING OFFICE. BAYWOOD EQUITIES L.P. WILL KEEP A RECORD OF ALL REQUESTS FOR REASONABLE ACCOMMODATIONS.

NAME OF RESIDENT: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

PERSON REQUESTING ACCOMMODATION: \_\_\_\_\_

RELATIONSHIP TO RESIDENT (IF NOT RESIDENT): \_\_\_\_\_

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1. Please describe the reasonable accommodation you are requesting.
  
2. Please explain why this reasonable accommodation is needed. You need not provide detailed information about the nature or severity of the disability.
  
3. If you are requesting permission to keep an assistance animal in your apartment and it is not readily apparent that the animal is a service animal as defined by the ADA, please answer the following:
  - (a) Type of animal (for example, dog or cat):
  
  - (b) Are you requesting to be able to keep the animal because of a disability?  
Yes \_\_\_\_\_ No \_\_\_\_\_

- (c) Does the animal for which you are making a reasonable accommodation request perform work or do tasks for you related to your disability?  
Yes \_\_\_\_\_ No \_\_\_\_\_

- (d) If the answer to 3(c) is YES:

- i. Provide a statement from a health or social service professional indicating that you have a disability (*i.e.*, you have a physical or mental impairment that substantially limits one or more major life activities); and
- ii. Explain below how the animal has been trained to do work or perform tasks related to your disability or, if the animal lacks individual training, how the animal is able to do work or perform tasks that are related to your disability:

You may provide any additional information or documentation of the training or work you describe above and attach it to this application.

- (e) If the answer to 3(c) is NO:

If the animal for which you are making a reasonable accommodation request does not perform work or do tasks for you related to your disability, but provides emotional support or ameliorates one or more symptoms or effects of your disability, please submit a statement from a health or social service professional stating:

- i. You have a disability (*i.e.*, you have a physical or mental impairment that substantially limits one or more major life activities); and
- ii. The animal would provide emotional support or other assistance that would ameliorate one or more symptoms or effects of your disability and how the animal ameliorates the symptoms or effect.

Please attach such a statement to this application. You may use, but are not required to use, Form A.

- (f) Baywood Equities L.P. may deny a request to keep an assistance animal on the

premises if the animal poses a direct threat (*i.e.*, a significant risk of substantial harm) to the health or safety of other individuals that cannot be eliminated or reduced to an acceptable level by another reasonable accommodation, or if the animal would cause substantial physical damage to the property of others that cannot be reduced or eliminated by another reasonable accommodation. Baywood Equities L.P. will base such a determination only upon reliable, objective evidence of the specific animal's actual behavior or conduct and not on speculation or fear about the types of harm or damage an animal may cause.

4. If you are requesting a physical change to the interior of your unit, please describe the modifications. Please also submit Form *[insert form name]*.
5. If you are requesting a physical change to the exterior of your unit or to a public or common use area, please describe the modification. Please also submit Form *[insert form name]*.
6. If you are requesting a different accommodation, please describe it here.

☐ Please check the box if you would like to have a placard placed on the outside of your apartment door indicating that an animal lives in the apartment. A sample placard is attached for your reference. The placard is designed to alert Baywood staff entering your apartment to perform maintenance to the presence of an animal. Having a placard is optional and you are free to choose not to have one. Whether or not you decide to have a placard posted will not affect whether or not your request for a reasonable accommodation is granted.

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Signature

## **BAYWOOD EQUITIES L.P. GUIDELINES REGARDING ASSISTANCE ANIMALS**

- A. Baywood Equities L.P. will grant reasonable accommodation requests to persons with disabilities consistent with the enclosed policy and all relevant statutes. A person with a disability is one who: (a) has a physical or mental impairment that substantially limits one or more of such person's major life activities; or (b) has a record of having such an impairment; or (c) is regarded as having such an impairment. The term does not include current, illegal use of or addiction to a controlled substance (as defined in section 102 of the Controlled Substances Act (21 U.S.C. 802)).
- B. Baywood Equities L.P. will review and respond promptly to all reasonable accommodation requests.
- C. All information received by Baywood Equities L.P. regarding an individual's disability, including physical, mental, psychological, and/or psychiatric conditions, and disability-related need for a requested accommodation, shall be kept confidential unless the individual authorizes the release of the information or Baywood Equities L.P. is required to produce the information in response to a subpoena or court order. Within Baywood Equities L.P., access to information regarding an individual's disability and disability-related need for a requested accommodation shall be restricted to staff on a need-to-know basis.
- D. If a resident of Baywood Equities L.P. housing has a disability and a disability-related need for a reasonable accommodation under federal, state, or local law, Baywood Equities L.P. will grant such accommodation, including a request to keep a service or assistance animal unless the accommodation would impose an undue financial or administrative burden on Baywood Equities L.P.. Baywood Equities L.P. will not retaliate against any person because that individual has requested or received a reasonable accommodation or assisted someone else in requesting or receiving one. Baywood Equities L.P. will not discourage any individual from making a reasonable accommodation request, including a request to keep a service or assistance animal. While it is Baywood Equities L.P.'s policy to not allow pets at some properties, service or assistance animals are not pets.

Rules applicable to pets do not apply to service or assistance animals. When assistance animals are in common areas, however, the assistance animal must be kept on a leash or in a carrier or cage, unless those devices prevent the animal from performing a disability-related task. Tenants may request a reasonable accommodation to this rule. Additionally, like any other resident, owners of service or assistance animals remain subject to the provisions of their housing agreement. Similarly, owners of service or assistance animals shall comply with all applicable state and local animal laws. Baywood Equities L.P. may take action against the owner for damage caused by a service or assistance animal to the same extent that it takes such action against residents who themselves have caused similar damages.

**FORM A – Assistance Animal Requests**

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IF YOU ARE SEEKING PERMISSION TO KEEP AN ASSISTANCE ANIMAL THAT HAS NOT BEEN TRAINED TO DO WORK OR PERFORM TASKS, PLEASE HAVE A HEALTH OR SOCIAL SERVICE PROFESSIONAL COMPLETE THIS FORM OR PROVIDE SIMILAR DOCUMENTATION.

TO BE COMPLETED BY OR ON BEHALF OF THE RESIDENT OR PROSPECTIVE RESIDENT:

RESIDENT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_

I, \_\_\_\_\_ (name of person filling out form), intend to request that Baywood Equities L.P. permit \_\_\_\_\_ (name of resident) to have an assistance animal as a reasonable accommodation for a disability. In connection with that application, I am requesting that you complete this form regarding the disability.

Resident Signature: \_\_\_\_\_ Date: \_\_\_\_\_

If person filling out form is not resident, state relationship to resident: \_\_\_\_\_

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TO BE COMPLETED BY A HEALTH OR SOCIAL SERVICE PROFESSIONAL:

NAME: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

1. Does the individual identified above have a disability? A disability is a physical or mental impairment that substantially limits one or more major life activities.  
Yes \_\_\_\_\_ No \_\_\_\_\_
2. Does or would the assistance animal provide some type of disability-related assistance to the individual? One example of assistance is alleviating one or more of the symptoms or effects of a disability.  
Yes \_\_\_\_\_ No \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

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 Baywood Equities L.P. 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 Baywood Equities L.P. 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.

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(Signature)

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(Printed Name)

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(Title)

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(Date)

**ATTACHMENT C**

**RELEASE OF ALL CLAIMS**

In consideration of and contingent upon the payment of the sum of \$ 32,500 pursuant to the Settlement Agreement executed by: the United States of America; Eladio Calvillo Vargas, Fidelina Ojeda, Maria Calvillo, Mirella Calvillo-Ojeda, and Victoriano Calvillo (collectively the Complainants); and Baywood Equities L.P., Jerry Oswood, and Elizabeth Oswood (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.

\_\_\_\_\_  
(Signature of Complainant)

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

DATE: \_\_\_\_\_