



State of Connecticut  
**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**OFFICE OF PUBLIC HEARINGS**

450 Columbus Blvd, Suite 2, Hartford, CT 06103  
Telephone: 860-418-8770; Fax: 860-418-8780  
E-mail: [officeofpublichearings@ct.gov](mailto:officeofpublichearings@ct.gov)

*Promoting Equality and Justice for all People*

April 11, 2022

CHRO ex rel. Marcelino Tirado-Ortiz and Gladys Tirado v. Centrix Management Co. and New Bralite Holdings LLC CHRO Nos. 1750118, 1750119, 1750120, 1750121


**FINAL DECISION**

Dear Complainant/Respondent/Commission:

Transmitted herewith is a copy of the Presiding Referee's Final Decision in the above captioned complaint.

The decision is being sent via email to the commission, complainant, respondent and/or counsel.

Very Truly yours,

  
Kimberly D. Morris  
Secretary II

cc.

Jody Walker-Smith, Esq.  
[jody.walkersmith@ct.gov](mailto:jody.walkersmith@ct.gov)

Aida Arus, Esq.  
[attyarus@gmail.com](mailto:attyarus@gmail.com)

Robert Shulger, Esq.  
[shul4law@cba.com](mailto:shul4law@cba.com)

**STATE OF CONNECTICUT  
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITES  
OFFICE OF PUBLIC HEARINGS**

Commission on Human Rights and  
Opportunities, ex rel. Marcelino Tirado-Ortiz and  
Gladys Tirado,  
Complainants

CHRO 1750118, 1750119,  
1750120, 1750121

v.

New Bralite Holdings LLC and Centrix Management,  
Respondents

April 11, 2022

**FINAL DECISION**

Preliminary statement

OFFICE OF  
PUBLIC HEARINGS - CHRO  
DATE 4/11/22  
TIME 2:30PM  
RECEIVED BY [Signature]

On January 13, 2017, Marcelino Tirado-Ortiz filed affidavits of illegal discriminatory practice against Centrix Management Company, LLC (Centrix) (case number 1750118) and against New Bralite Holdings LLC (New Bralite) (case number 1750119). Also on January 13, 2017, Gladys Tirado filed affidavits of illegal discriminatory practice against Centrix (case number 1750120) and against New Bralite (case number 1750121).

In their affidavits, Mr. and Mrs. Tirado allege that in 2016 they were residing in an apartment complex known as The Regency at 55 Spring Street, New Britain, Connecticut, a property that was owned by New Bralite and managed by Centrix. They further allege that they were discriminated against by New Bralite and Centrix when they were denied the reasonable accommodation of having a therapy dog for Mrs. Tirado's disability. They further allege that this denial was a violation of General Statute §46a-64c (a) and the Americans with Disabilities Act of 1973, Section 504 of the Rehabilitation Act of 1973 and Title VIII of the Civil Rights Act of 1968 as enforced through General Statute §46a-58 (a).

The four cases were certified to public hearing on August 16, 2017. New Bralite and Centrix filed their answers denying the allegations of discrimination on September

21, 2017. A public hearing on these cases was held on October 15, 2019. Briefs were filed on February 25, 2022 and reply briefs were filed on March 28, 2022, at which time the record closed.

For the reasons set forth herein, judgement is entered in favor of the respondents.

### I – Parties

The parties to this action are the Commission on Human Rights and Opportunities, 450 Columbus Blvd., Hartford, Connecticut (commission); Marcelino Tirado-Ortiz and Gladys Tirado, c/o Attorney Aida Arus, 265 Main Street, Suite 402, Hartford, Connecticut; (Mr. and Mrs. Tirado), New Bralite Holdings LLC c/o RL&F Service Corporation, 920 North King Street, Wilmington, DE; and Centrix Management Company, LLC, 55 Spring Street New Britain, Connecticut (New Bralite and Centrix or respondents).

### II – Findings of fact

Exhibits are indicated by the proffering party, C for Mr. and Mrs. Tirado and R for New Bralite and Centrix, followed by the exhibit number. The commission proffered no exhibits. References to the transcript are designated as Tr. followed by the page number. Based upon a review of the pleadings, exhibits and transcript, the following facts relevant to this decision are found (FF):

1. Prior to their eviction from the apartment, Mr. and Mrs. Tirado had lived in an apartment on the sixth floor of 55 Spring Street, New Britain, Connecticut for six or seven years. The complex was owned by New Bralite and managed by Centrix. Affidavits, answers ¶¶ 2, 3; Tr. 21, 46.

2. Paragraph 19 of the August 1, 2015 – July 31, 2016 lease between Mr. and Mrs. Tirado and Centrix provided: “NO PETS: You shall not keep or permit any pets in the apartment, building or grounds. Verbal permission from any person associated with Us is not valid. If an animal is in Your apartment for even one minute, You agree to pay Us a \$50.00 fee for that day. You agree to pay Us an additional \$50.00 for every day that an animal is in your apartment. Additionally You will pay us a \$75.00 carpet shampoo fee when You vacate. Feeding animals anywhere on the grounds is prohibited. You will pay a \$50.00 fee each time you feed an animal anywhere on the grounds.” Tr. 24-25; C-2; R01.
3. All leases had a similar “no pet” provision”. Tr. 191. Notwithstanding the “no pets” provision in the leases, in some cases tenants were allowed to have cats. Tr. 25, 171, 191.
4. In October 2015, the dog of Mr. Tirado's niece had a litter of puppies. Tr. 27. In December 2015, Mr. and Mrs. Tirado took one of the puppies. It was a Pomeranian-Chihuahua mix. Tr. 27, 85-86.
5. Prior to getting the dog, Mr. and Mrs. Tirado had not ask for permission to have a pet. Tr. 147-148.
6. In February 2016, Mr. Tirado asked Karen Riendeau if he and his wife could get a dog. Tr. 180. Ms. Riendeau is the leasing and rental manager for Centrix. Tr. 169.
7. Mr. Tirado did not tell Ms. Riendeau that he and his wife wanted a dog because of a disability-related need. Tr. 180

8. Ms. Riendeau said no. She suggested that they get a cat. Mr. Tirado said no, his wife did not like cats. Tr. 180, 199, 204.
9. The respondents discovered that Mr. and Mrs. Tirado had a dog in mid-March 2016 when tenants began to complain about the dog barking and lunging at them. Tr. 172, 176-177, 199 – 200.
10. A complaint was received from Russell Benson about the dog barking throughout the night. Tr. 175 – 175.
11. A nun complained that the dog lunged at her. Tr. 193.
12. There were complaints that the dog was being taken out without a leash, was barking, and was lunging at people. Tr. 194, 196.
13. There was a complaint from the tenant in an apartment adjoining Mr. and Mrs. Tirado that the dog had barked the entire weekend of March 25 – 27, 2016. Tr. 274-75.
14. Norberto Marcado was a tenant in the same building as Mr. and Mrs. Tirado and did maintenance work for Centrix, Tr. 228 – 229. He became aware that Mr. and Mrs. Tirado had a dog when he heard it barking while he vacuumed the hallway. Tr. 230. He vacuums nearly every day and the dog barks. Tr. 240. The dog almost bit him once. Tr. 231. The dog barked at him at a basement door. Tr. 232-233. He found dog excrement on the sixth floor near the door that leads to the basement. Mr. and Mrs. Tirado's dog was the only dog in the building. Tr. 235.
15. Donna Fleury is the office manager with Centrix. Tr. 243.

16. Based on the reports that Ms. Fleury received, she went to the apartment to speak with Mr. and Mrs. Tirado about the complaints about a dog. Tr. 47 - 48, 249, 251 – 252.
17. Mr. Tirado said yes, they had a dog. He used foul language and slammed the door on her. Tr. 252 – 253.
18. Ms. Fleury contacted an attorney to begin a summary process action against Mr. and Mrs. Tirado. Tr. 253.
19. The attorney issued a notice dated March 28, 2016 pursuant to General Statutes §47a-15 (commonly referred to as a KAPA notice) which was served on Mr. and Mrs. Tirado by a marshal on March 30, 2016. C-4; R-2.
20. The notice provided, in part, that Mr. and Mrs. Tirado were violating General Statute §47a-11(g) in that they were creating a nuisance by having a dog that had been barking unreasonably loud between March 25, 2016 and March 27, 2016. In addition, they were violating the “no pets” provision of their lease. They were notified that their rental would terminate if the dog was not removed. C-4; R-2.
21. In late April, Mr. Tirado provided the respondents with correspondence dated February 2, 2016 from his wife’s therapist, Maria Pacheco, a licensed clinical social worker. The correspondence informed Ms. Riendeau that Ms. Tirado was a patient of The Hospital of Central Connecticut, provided specific mental health diagnosis for Ms. Tirado and recommended that Mrs. Tirado be permitted to have a dog as a therapy animal. Tr. 262, 285; C-3.

22. If Ms. Fleury had received Ms. Pacheco's letter in February, she would have processed it. Tr. 285. The respondents had a procedure in place to address requests for a support animal when a tenant brings them a letter from a doctor. Tr. 270.
23. Prior to the issuance of the KAPA notice and the initiation of the eviction process, Mr. and Mrs. Tirado had never requested to keep a dog as an emotional support animal based upon a disability related need. Tr. 180, 181, 186, 199, 201, 220, 254.
24. The respondents issued a notice to quit possession on Mr. and Mrs. Tirado dated April 22, 2016, with a quit date of April 29, 2016. The notice cited violations of §47a-11 (g), the dog creating a nuisance, and material noncompliance with the lease, continuing to keep the dog in the apartment. C-6.
25. By correspondence dated April 28, 2016, the respondents' attorney sought additional information from Mr. and Mrs. Tirado's attorney regarding Mrs. Tirado's disability and the requested accommodation of having a dog. C-5.
26. Based on their conversations with their attorney, who was in communication with the attorney for Mr. and Mrs. Tirado, the respondents believed that Mr. and Mrs. Tirado wanted to vacate the apartment but needed more time and that Mr. and Mrs. Tirado wanted a "no fault" ground for the eviction. Tr. 257.
27. Mr. and Mrs. Tirado's attorney wanted a no-fault ground for the eviction because it would help Mr. and Mrs. Tirado obtain an apartment. Eviction for

lapse of time would not have the negative connotation that an eviction for nuisance would have. Tr. 264-265.

28. As part of the agreement between the parties, the respondents, on May 2, 2016, rescinded the April 22, 2016 notice to quit. They then issued a second notice to quit dated May 4, 2016, alleging a violation of §47a-11 (g) and, as a no-fault ground, lapse of time. Tr. 257-260; C-7; R-4, R-5.

29. The respondents were willing to give Mr. and Mrs. Tirado additional time to find a new apartment. Tr. 257-258, 260.

30. Mr. and Mrs. Tirado obtained a certificate dated July 14, 2016 from Dr. DaCosta, a psychiatrist. The certificate stated that Mrs. Tirado was diagnosed with GAD, that her anxiety had a substantial impairment of a major life function, and could be so intense and debilitating as to prevent Ms. Tirado from doing everyday activities. Dr. DaCosta strongly recommended a therapy dog to address Mrs. Tirado's high level of anxiety. Tr. 51; C-8.

31. Mr. Tirado gave Dr. DaCosta's letter to his attorney. Tr. 51-52. Mr. and Mrs. Tirado never gave Dr. DaCosta's letter directly to the respondents. Tr. 150.

32. By the time the respondents received Dr. DaCosta's certificate, they believed, based on conversations between their attorney and the attorney for Mr. and Mrs. Tirado, that Mr. and Mrs. Tirado wanted to move out but just needed more time to find a new apartment. Tr. 257, 299-300.



33. On August 1, 2016, the respondents issued a summary process summons and complaint to evict Mr. and Mrs. Tirado. The complaint alleged two counts, violation of General Statutes §47a-11 (f) and lapse of time. C-9; R-6.
34. A summary process trial was held on September 1, 2016. C-10, R-9. At the trial, the respondents pursued an eviction on the lapse of time count only. Tr. 263-64; C-10, p. 1; R-9, p. 1.
35. At the summary process trial, Mr. Tirado stated that they did not want to live in the apartment. He and Mrs. Tirado wanted to move out but needed more time to find another apartment. The respondents agreed to a three-month extension. C-10, p. 11; R-9 p. 11.
36. At the summary process trial, possession of the apartment was entered in favor of the respondents with a final stay of execution through December 1, 2016. R-8.
37. Mr. and Mrs. Tirado were allowed to keep the dog until they vacated the premises. Tr. 160; R-8
38. The respondent had previously allowed a tenant to have an emotional support dog. Tr. 269.
39. The respondents have previously received and granted reasonable accommodation requests. Tr. 269-270.

### III – Applicable statutes

All four affidavits allege that the respondents violated General Statute §46a-64c (a), and the Americans with Disabilities Act of 1973, Section 504 of the Rehabilitation Act of 1973<sup>1</sup> and Title VIII of the Civil Rights Act of 1968 as enforced through General Statute §46a-58 (a).

Section 46a-64c provides in relevant part that:

(a) It shall be a discriminatory practice in violation of this section:

...

(6) (A) To discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a learning disability or physical or mental disability of: (i) Such buyer or renter; (ii) a person residing in or intending to reside in such dwelling after it is so sold, rented, or made available; or (iii) any person associated with such buyer or renter.

(B) To discriminate against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a learning disability or physical or mental disability of: (i) Such person; or (ii) a person residing in or intending to reside in such dwelling after it is so sold, rented, or made available; or (iii) any person associated with such person.

(C) For purposes of this subdivision, discrimination includes: (i) A refusal to permit, at the expense of a person with a physical or mental disability, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises; except that, in the case of a rental, the landlord may, where it is reasonable to do so, condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted; (ii) a refusal to make reasonable accommodations in rules, policies, practices or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling; (iii) in connection with the design and construction of covered multifamily dwellings for the first occupancy after March 13, 1991, a failure to design and construct those dwellings in such manner that they comply with the requirements of Section 804(f) of the Fair Housing Act or the provisions

of the state building code as adopted pursuant to the provisions of sections 29-269 and 29-273, whichever requires greater accommodation. "Covered multifamily dwellings" means buildings consisting of four or more units if such buildings have one or more elevators, and ground floor units in other buildings consisting of four or more units.

Section 46a-58 (a) provides that:

It shall be a discriminatory practice in violation of this section for any person to subject, or cause to be subjected, any other person to the deprivation of any rights, privileges or immunities, secured or protected by the Constitution or laws of this state or of the United States, on account of religion, national origin, alienage, color, race, sex, gender identity or expression, sexual orientation, blindness, mental disability, physical disability or status as a veteran.

Title VIII of the Civil Rights Act of 1968, 42 U.S.C. § 3604, provides in relevant part:

As made applicable by section 3603 of this title and except as exempted by sections 3603(b) and 3607 of this title, it shall be unlawful—

...

(f)(1) To discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of a handicap of— (A) that buyer or renter, (B) a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or (C) any person associated with that buyer or renter.

(2) To discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection with such dwelling, because of a handicap of— (A) that person; or (B) a person residing in or intending to reside in that dwelling after it is so sold, rented, or made available; or (C) any person associated with that person.

(3) For purposes of this subsection, discrimination includes— (A) a refusal to permit, at the expense of the handicapped person, reasonable modifications of existing premises occupied or to be occupied by such person if such modifications may be necessary to afford such person full enjoyment of the premises except that, in the case of a rental, the landlord

may where it is reasonable to do so condition permission for a modification on the renter agreeing to restore the interior of the premises to the condition that existed before the modification, reasonable wear and tear excepted. (B) a refusal to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford such person equal opportunity to use and enjoy a dwelling . . . .

#### IV – Relevant case law

##### §46a-64a (c)

“To establish a prima facie case of a discrimination based upon a failure to reasonably accommodate, a plaintiff must demonstrate that: (1) he suffers from a handicap as defined by [the statute]; (2) defendant knew or reasonably should have known of the plaintiff's handicap; (3) accommodations of the handicap ‘may be necessary’ to afford plaintiff an equal opportunity to use and enjoy the dwelling; and (4) defendants refused to make such accommodations.” (Internal quotation marks omitted.) *Westphal v Brookstone Court, LLC.*, Superior Court, judicial district of Hartford, Docket No. CV-01-0805370 (February 14, 2006) (2006 WL 932538, 3) aff'd in part and rev'd in part on reconsideration, 41 Conn. L. Rptr. 64 (2006 WL 93258) (March 23, 2006).

“Once the court concludes that the plaintiffs have established their prima facie case, it turns to the defendant to meet their burden to show by a preponderance of the evidence that they have not discriminated against the defendant.” *Commission on Human Rights & Opportunities v Forvil*, Superior Court, judicial district of Fairfield, Docket No. HBR-10-07639 (June 4, 2009) (2009 WL 1959263, 3); aff'd, 302 Conn 263 (August 30, 2011).

§ 46a-58 (a)

(FHA and ADA)

“In order to make a failure-to-accommodate claim in violation of the FHA and ADA, a plaintiff must show: (1) that the plaintiff or a person who would live with the plaintiff had a handicap within the meaning of 42 U.S.C. § 3602(h); (2) that the defendant knew or reasonably should have been expected to know of the handicap; (3) that the accommodation was likely necessary to afford the handicapped person an equal opportunity to use and enjoy the dwelling; (4) that the accommodation requested was reasonable; and (5) that the defendant refused to make the requested accommodation.” *Commission on Human Rights & Opportunities v Town of Wallingford*, Superior Court, judicial district of New Haven at Meriden, Docket No. NNI-CV-19-6017048s (November 2, 2021) (2021 WL 5412883, 10).

V - ANALYSIS

§46a-64a (c)

Mr. and Mrs. Tirado failed to establish a prima facie case for a §46a-64a (c) claim. First, although Mrs. Tirado does have a disability and accommodating that disability through the use of an emotional support dog may be necessary to provide her with an opportunity to use and enjoy the dwelling, the respondents did not know of her disability until late April, at which time their attorney and her attorney engaged in an interactive dialogue for more information regarding the disability and the need for a support animal. (FF 7, 21, 25). Confirmation of the relationship between the disability and the need for a dog did not come until July, during which time Mrs. Tirado was permitted to keep her

dog. (FF 30, 37). Further, by the time the confirmation did arrive, the respondents believed that the accommodation that Mrs. (and Mr.) Tirado was seeking was additional time to find an apartment, to which the respondents agreed. (FF 26, 29, 32, 35).

Second, Mrs. Tirado did not establish a prima facie case because, given the behavior of the dog, the request to keep it was not reasonable. (FF 9 – 14).

Even if Mrs. Tirado established a prima facie case, the respondents established by a preponderance of the evidence that they did not evict Mr. and Mrs. Tirado because of Mrs. Tirado's disability but rather because the behavior of their dog was an unacceptable and on-going nuisance and problem for the other tenants. (FF 9 – 14).

The testimony of Ms. Riendeau and Ms. Fleury regarding the behavior of the dog was hearsay as they did not observe the behavior themselves. They only testified as to the complaints they had received from tenants. Nevertheless, this "was an administrative hearing, and in such hearings hearsay evidence can be admitted, provided it has indicia of reliability and trustworthiness. See *Adriani v. Commission on Human Rights & Opportunities*, 220 Conn. 307, 319, 596 A.2d 426 (1991); *Jutkowitz v. Department of Health Services*, 220 Conn. 86, 108, 596 A.2d 86 (1991)." *Oral Care Dental Group II, LLC v. Pallett*, Superior Court, judicial district of New Britain, Docket No. HHB-CV-18-6046743 (January 14, 2020) (2020 WL 674458, 3). The consistency between the complaints Ms. Riendeau and Ms. Fleury received and the testimony of Mr. Marcado as to his personal experiences with the dog provides their testimony with the indicia of reliability and trustworthiness. (FF 9 – 14).

#### §46a-58 (a)

Mr. and Mrs. Tirado's §46a-58 (a) claims fail because they did not prove their underlying federal fair housing discrimination and disability claims. As previously discussed, the respondents did not know of Ms. Tirado's disability until late April, roughly four months after Mr. and Mrs. Tirado had gotten the dog without asking for permission. (FF 4, 5, 6, 7, 9, 21). By the time that the respondents had received the July doctor report, they believed that the accommodation Mr. and Mrs. Tirado were seeking was more time to find an apartment, to which they agreed. (FF 29, 32). The lease ended on July 31, 2016 and Mr. and Mrs. Tirado, with the dog, remained in the apartment until December 1, 2016. (FF 2, 37).

Further, the accommodation that Mr. and Mrs. Tirado had originally been seeking, the emotional support dog, was not reasonable given the dog's behavior that resulted in the complaints from other tenants. (FF 9 – 14).

#### Retaliation

In its brief, the commission asserts that the "facts alleged in the complaints state a claim for retaliation." P. 11. The commission asserts that the respondents' March 28, 2016 KAPA notice was in retaliation for Mr. and Mrs. Tirado requesting a therapy animal on February 2, 2016; that the respondents' July 31, 2016 notice to quit was in retaliation for Dr. DaCosta's certificate of July 14, 2016; and that continuing the summary process action was in retaliation for the request for a therapy dog. P. 12-13.

The problem with this argument, though, is that when Mr. Tirado met with Ms. Riendeau in February he did not tell her the need for a dog was disability-related. (FF 7).

Also, the respondents did not know on March 28, 2016 that Mrs. Tirado was alleging a disability. It was not until after the KAPA notice was served on Mr. and Mrs. Tirado that the respondents received a copy of Ms. Pacheco's February 2, 2016 correspondence. (FF 19 – 21). Further, the second notice to quit was the result of the interactive process between the parties' attorneys in which the no-fault lapse of time ground was added as a reason for the eviction. (FF 26- 28). In addition, the entire summary process action was necessitated by Mr. and Mrs. Tirado having an unruly dog that was disrupting the lives of the other tenants. (FF 9 - 14).

#### Interactive process

In its brief, the commission states that a "housing provider is required to engage in an interactive process – a good faith dialogue – when presented with a request for a reasonable accommodation." P. 9. Here, the parties did engage in an interactive process. The result of the interactive process between the attorneys for the respondent and Mr. and Mrs. Tirado was an agreement that additional medical information was provided to the respondents, that Mr. and Mrs. Tirado received additional time to find a new apartment and that the basis of the eviction was a no-fault lapse of time rather than a more harmful one of nuisance. (FF 26 – 28).

#### 42 U.S.C. § 12132

In their affidavits, Mr. and Mrs. Tirado allege that the respondents violated the Americans with Disabilities Act. In its brief, the commission specifically references 42 U.S.C. § 12132 as the applicable section. This section provides that:

Subject to the provisions of this subchapter, no qualified individual with a disability shall, by reason of such disability, be excluded from participation



in or be denied the benefits of services, programs, or activities of a public entity, or be subjected to discrimination by any such entity.

The definition of "public entity" referenced in §12132 is found in § 12131. Section 12131 states:

As used in this subchapter: (1) Public entity The term "public entity" means  
(A) any State or local government;  
(B) any department, agency, special purpose district, or other instrumentality of a State or States or local government; and  
(C) the National Railroad Passenger Corporation, and any commuter authority (as defined in section 24102(4) of title 49).

As there is insufficient evidence in the record to conclude that either respondent is a "public entity" as defined in 42 U.S.C. §12131, it is unclear how §12132 would be applicable. This claim is also dismissed.

#### VI – ORDER

Judgement is entered in favor of the respondents.

It is so ordered this 11<sup>th</sup> day of April.

*/s/ Jon P. FitzGerald*  
Hon. Jon P. FitzGerald<sup>2</sup>  
Human Rights Referee

Jody Walker-Smith, Esq.  
[jody.walkersmith@ct.gov](mailto:jody.walkersmith@ct.gov)

Aida Arus, Esq.  
[attyarus@gmail.com](mailto:attyarus@gmail.com)

Robert Shulger, Esq.  
[shul4law@cba.com](mailto:shul4law@cba.com)

---

<sup>1</sup> As neither the commission nor the complainants briefed the applicability of Section 504 of the Rehabilitation Act, that claim is deemed waived.

<sup>2</sup> The human rights referee who presiding at the October 15, 2019 public hearing has since retired.