

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

between

[REDACTED]

(Complainant)

and

Stephen Farrow, Las Vegas Manor Associates LLC, Janice Barber, Lynn Harrison, Debbie Everett
and Covenant Management Corp.

(Respondents)

Approved by the FHEO Regional Director on behalf of the United States Department of Housing
and Urban Development

FHEO CASE NUMBER: 09-15-1383-8

FHEO CASE NAME: [REDACTED] v. Farrow et al.

HUD DATE FILED: September 23, 2015

Effective Date of Agreement: 04/12/2016

Expiration Date of Agreement: 04/12/2019

FHEO CASE NAME: [REDACTED] v. Farrow et al.
FHEO CASE NUMBER: 09-15-1383-8

A. PARTIES AND SUBJECT PROPERTY

Complainant

[REDACTED]
Goleta, CA 93117

Respondents

Stephen Farrow (Owner)
Las Vegas Manor Apartments
1700 N. Decatur Boulevard
Manager's Office
Las Vegas, NV 89108

Janice Barber (Manager)
Las Vegas Manor Apartments
1700 N. Decatur Blvd.
Las Vegas, NV 89108

Las Vegas Manor Associates LLC (Owner)
2001 S. Jones Blvd., #D
Las Vegas, NV 89146

Las Vegas Manor Associates LLC (Owner)
c/o TMC Management Corp., Registered Agent
2001 S. Jones Blvd., Suite D
Las Vegas, NV 89146

Debbie Everett
5517 Eugene Ave
Las Vegas, NV 89108

Lynn Harrison (Assistant Manager)
Las Vegas Manor Apartments
1700 N. Decatur Blvd.
Las Vegas, NV 89108

Covenant Management Corp. (prior Management Agent)
c/o Robert Coleman
2001 S. Jones Blvd., Suite D
Las Vegas, NV 89146

B. STATEMENT OF FACTS

A complaint was filed on September 23, 2015, with the United States Department of Housing and Urban Development ("the Department") alleging that the Complainant was injured by a discriminatory act of the Respondents. Complainant alleges that Respondents violated

FHEO CASE NAME: [REDACTED] v. Farrow et al.
FHEO CASE NUMBER: 09-15-1383-8

§§804(f)(1), 804(f)(2), 804(f)(3)(A) and 818 of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* ("the Act"), on the basis of disability by denying rental, imposing unequal terms and conditions, denying a reasonable modification request and retaliating.

C. TERM OF AGREEMENT

1. This Conciliation Agreement ("Agreement") shall govern the conduct of the parties to it for a period of three (3) years from the effective date of the Agreement.

D. EFFECTIVE DATE

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the Department, through the Office of Fair Housing and Equal Opportunity ("FHEO") Regional Director, or her designee.
3. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director, or her designee.

E. GENERAL PROVISIONS

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
5. It is understood that Respondents deny any violation of law and this Agreement does not constitute an admission by Respondents or evidence of a determination by the Department of any violation of the Act or any other law.
6. Respondents acknowledge that they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
7. This Agreement, after it has been approved by the FHEO Regional Director, or her designee, is binding upon Respondents, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of the subject property.
8. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or her designee, it is a public document.
9. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondents made pursuant to the Act, or any other complaint within the Department's jurisdiction.
10. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the

FHEO CASE NAME: [REDACTED] v. Farrow et al.
FHEO CASE NUMBER: 09-15-1383-8

- amendment, modification or waiver; (b) the amendment, modification or waiver is in writing; (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director, or her designee.
11. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.
 12. It is understood that Respondents Stephen Farrow and Las Vegas Manor Associates LLC will sign the Agreement. It is understood that the signature of Stephen Farrow is made individually and on behalf of Respondent Las Vegas Manor Associates LLC. It is further understood that this Agreement will resolve the instant complaint with respect to all of the Respondents.
 13. The Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondents, their heirs, successors, executors, assigns, agents, officers, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 09-15-1383-8, or which could have been filed in any action or suit arising from said subject matter.
 14. Respondents hereby forever waive, release and covenant not to sue the Department or Complainant and its heirs, successors, executors, assigns, agents, officers, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 09-15-1383-8, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

15. Respondents agree to pay the Complainant the sum total of Ten Thousand Dollars (\$10,000.00) in the form of a cashier's check payable to [REDACTED], and deliver the check to Complainant via overnight mail within fourteen (14) days of the effective date of this Agreement at the following address: [REDACTED] Goleta, CA 93117. Respondents will provide a photocopy of the check and the overnight tracking information to the Department no later than May 15, 2016. The photocopy should be sent to the address specified in paragraph 121 of this Agreement.

G. RELIEF IN THE PUBLIC INTEREST

16. Respondents shall no later than July 1, 2016 have its on-site office staff attend live training on fair housing, including coverage of the Act and disability discrimination. A qualified fair housing group or attorney as approved by the Department shall provide the training. Respondents shall pay for the cost of the training. Participation in qualified training within the 5 month period prior to the effective date of this Agreement will satisfy this requirement upon documentation provided to the Department.
17. No later than August 1, 2016, Respondents will provide to the Department documentation that the training referenced in Paragraph G16 above has been completed. The documentation will state the name of the person who attended the training, the date of the training, who provided the training, and the subject matter of the training. The documentation will be sent to the address specified in paragraph 121 of this Agreement.
18. Respondents shall provide the Department with a copy of their reasonable accommodation policy for review no later than May 15, 2016 to the address specified in paragraph 121 of this

Agreement. The Department will advise Respondents as to whether the policy is approved or disapproved. If disapproved, Respondents shall have thirty (30) days from the notice of disapproval to make the Department's changes and submit the revised reasonable accommodation policy to the Department. Respondents shall implement the revised policy within seven (7) days of the Department's approval.

19. Respondents shall post and maintain a HUD approved fair housing poster in the public area of the subject property within thirty (30) days of the date of the effective date of this Agreement. No later than May 15, 2016, Respondents will provide to the Department documentation showing the poster was posted. The documentation will be sent to the address specified in paragraph I21 of this Agreement.

H. MONITORING

20. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, the Department may review compliance with this Agreement. As part of such review, the Department may inspect the subject property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondents. Respondents agree to provide their full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

21. All required certifications and documentation of compliance (including payment to the Complainant, proof of attendance at fair housing training, reasonable accommodation policy, and proof of display of the fair housing poster) must be submitted to:

U.S. Department of Housing and Urban Development
Fair Housing Enforcement Center
Attention: Conciliation Review
One Sansome Street, Suite 1200
San Francisco, CA 94104

J. CONSEQUENCES OF BREACH

22. Whenever the Department has reasonable cause to believe that the Respondents have breached this Agreement, the matter shall be referred to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to §§810(c) and 814(b)(2) of the Act.

FHEO CASE NAME: [REDACTED] y. Farrow et al.
FHEO CASE NUMBER: 09-15-1383-8

K. SIGNATURES

These signatures attest to the approval and acceptance of this Agreement.

[REDACTED]
COMPLAINANT

April 4 2016
Date

FHEO CASE NAME: [REDACTED] v. Farrow et al.
FHEO CASE NUMBER: 09-15-1383-8

This signature attests to the approval and acceptance of this Agreement.


Stephen Farrow, individually and
On behalf of Las Vegas Manor Associates LLC
RESPONDENTS

3-31-2016
Date

FHEO CASE NAME: [REDACTED] Farrow et al.
FHEO CASE NUMBER: 09-15-1383-8

L. FHEO SIGNATURE PAGE

This signature attests to the approval and acceptance of this Agreement.



FHEO REGIONAL DIRECTOR



Date