



UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

██████████
(Complainant)

and

**Jack L. Hendrix
Josue Hendrix
Chad Hendrix
(Respondent)**

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

HUD CASE NAME: ██████████ v. *Hendrix*
HUD CASE NUMBERS: 09-18-0619-8

HUD Date Filed: November 27, 2017

Effective Date of Agreement: 3/7/2018

Expiration Date of Agreement: 3/7/2021

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, San Francisco Region, 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.
8. It is understood that, pursuant to subsection 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 amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (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 executions of consent to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.

A. PARTIES AND SUBJECT PROPERTY

Complainant

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Respondents

Jack L. Hendrix
530 Lincoln St.
Bakersfield, CA 93305

Josue Hendrix
530 Lincoln St.
Bakersfield, CA 93305

Chad Hendrix
528 Monterey Street
Bakersfield, CA 93305

Subject Property

528 Monterey St.
Bakersfield, CA 93305

B. STATEMENT OF FACTS

A complaint was filed on November 27, 2017, with the United States Department of Housing and Urban Development ("the Department") alleging that the Complainant was injured by Respondents' discriminatory acts. Complainant alleged that the Respondents violated subsection 804(a), 804(b), 804(c), and Section 818 of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 ("the Act") by sexually harassing Complainant, making discriminatory comments about his disability, and evicting him.

Respondents deny having discriminated against Complainant, but agree to settle the complaint by entering into this Conciliation Agreement.

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.

12. It is understood that the signature of Jack L. Hendrix is made with the authority and on behalf of Respondents Josue Hendrix and Chad Hendrix.
13. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondents, their heirs, executors, successors, assigns, agents, officers, board members, employees, or attorneys with regard to any and all claims, damages, or injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 09-18-0619-8, 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 Complainants, their heirs, executors, successors, assigns, agents, officers, board members, employees, or attorneys with regard to any and all claims, damages, or injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 09-18-0619-8, or which could have been filed in any action or suit arising from said subject ██████████

F. RELIEF FOR COMPLAINANT

15. Respondent Jack Hendrix agrees to pay Complainant ██████████ \$1,100 within seven (7) days of the effective date of this Agreement. Payment will be in the form of a direct deposit into Complainant ██████████'s checking account. Respondents will provide a copy of the \$1,100 direct deposit payment to the Department within thirty (30) days of the effective date of this Agreement.
16. Respondent Jack Hendrix agrees to pay Complainant ██████████ \$550 per month for a period of twenty (20) additional months. Payment will be in the form of a direct deposit into Complainant ██████████'s checking account. Payments will be made on the 2nd day of each month. Respondents will provide a copy of all direct deposit payments to the Department within twenty-two (22) months of the effective date of this Agreement.
17. Respondent Jack Hendrix agrees to provide Complainant ██████████'s representative, GBLA, a written statement verifying his commitment to pay Complainant \$1,100 followed by twenty monthly payments of \$550. Respondents will provide the Department with a copy of the written statement to the housing provider within fifteen (15) days of the effective date of this Agreement.

G. RELIEF IN THE PUBLIC INTEREST

18. Respondents agree to comply with all the provisions of the Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988. Respondents acknowledge that the Fair Housing Act makes it unlawful to discriminate on the basis of race, color, national origin, religion, sex, familial status, or disability, and further makes it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford people with disabilities an equal opportunity to use and enjoy a dwelling.

19. Respondents agree that within ninety (90) days of the effective date of this Agreement, Respondents shall attend a live training session on fair housing and harassment (minimum of three (3) hours) provided by a fair housing agency or other qualified trainer, subject to prior approval by the Department. Respondents will provide the Department written certification that the training has been completed, along with a list of the attendees, within one hundred (100) days of the effective date 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 Respondents' 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 must be submitted to:
U.S. Department of Housing and Urban Development
Fair Housing Enforcement Center
ATTENTION: COMPLIANCE OFFICER
One Sansome Street, Suite 1200
San Francisco, CA 94104

J. CONSEQUENCES OF BREACH

22. Whenever the Department has reasonable cause to believe that 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 subsections 810(c) and 814(b)(2) of the Act.

COMPLAINANT'S SIGNATURE

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

[REDACTED SIGNATURE]

March 7-2016

Date

[REDACTED]
Complainant

Contract Agreement
As a Party, of the

INDEPENDENT CONTRACTOR

This agreement shall be subject to the approval and acceptance of the Commission Agreement.

Jack Hendrix March 7/2018

Jack Hendrix Mar 7/2018
On Behalf of
Jack Hendrix
Chad Hendrix

APPROVAL

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



Anne Quesada
Regional Director
Office of Fair Housing and
Equal Opportunity



Date