



UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

**Fair Housing Council of Riverside County
(Complainant)**

and

**LCG Harrington, LLC
Cross Country Mortgage, Inc.
CADO Real Estate Group
Rodrigo Ballon
Catherine D. Nicholas
Yolanda Kinchen
Marci O'Brien
(Respondents)**

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

HUD CASE NAME:

FHCRC v CADO Real Estate Group, et al.

HUD CASE NUMBER: 09-19-6169-8

HUD Date Filed: April 3, 2019

Effective Date of Agreement: _____

Expiration Date of Agreement: _____

A. PARTIES AND SUBJECT PROPERTY

Complainant

Fair Housing Council of Riverside County
P.O. Box 1068
Riverside, CA 92502-1068

Respondents

CADO Real Estate Group
12526 High Bluff Drive, Suite 300
San Diego, CA 92130

LCG Harrington, LLC
27132 "B" Paseo Espada, Suite 1226
San Juan Capistrano, CA 92675

Cross Country Mortgage, Inc.
4655 Executive Drive, Suite 300
San Diego, CA 92121

Rodrigo Ballon
Cross Country Mortgage
4655 Executive Drive, Suite 300
San Diego, CA 92121

Catherine D. Nicholas, President
CADO Real Estate Group
12526 High Bluff Drive, Suite 300
San Diego, CA 92130

Yolanda Kinchen, Sales Agent
CADO Real Estate Group
12526 High Bluff Drive, Suite 300
San Diego, CA 92130

Marci O'Brien, Sales Agent
CADO Real Estate Group
12526 High Bluff Drive, Suite 300
San Diego, CA 92130

Subject Property

Boardwalk Townhomes
885 Savi Drive
Corona, CA 92880

B. STATEMENT OF FACTS

A complaint was filed on April 3, 2019, with the United States Department of Housing and Urban Development (“the Department”) alleging that Complainant was injured by Respondents’ discriminatory acts. Complainant alleged that the Respondents violated subsections 804(a), 804(b), and 804(d) of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 (“the Act”). 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 one (1) 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, San Francisco Region, or her designee.

E. GENERAL PROVISIONS

4. It is understood that Respondent Cross Country Mortgage, Inc. is not a party to this Agreement, this Agreement resolves the complaint against Cross Country Mortgage, Inc., and a copy of the Agreement will be sent to Cross Country Mortgage, Inc.
5. It is understood that Respondent Rodrigo Ballon is not a party to this Agreement, this Agreement resolves the complaint against Rodrigo Ballon, and a copy of the Agreement will be sent to Rodrigo Ballon.
6. LCG Harrington LLC is a Delaware limited liability company. Its managing member is Harrington Village LLC, a California limited liability company. Signing on behalf of Harrington Village LLC will be Jeffrey L. Holbrook, its manager.

7. 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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 09-19-6169-8, or which could have been filed in any action or suit arising from said subject matter.
16. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainant, 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 09-19-6169-8, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

17. CADO Real Estate Group agrees to pay Complainant \$10,000 within fifteen (15) days of the effective date of this Agreement. Payment will be in the form of a certified check or business check made payable to The Fair Housing Council of Riverside County, Inc., and mailed to Rose Mayes, Executive Director, The Fair Housing Council of Riverside, P.O. Box 1068, Riverside, CA 92502-1068. Respondents will provide a copy of the check to the Department within thirty (30) 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, Yolanda Kinchen and Marci O'Brien shall attend a live training session on fair housing [minimum of three (3) hours] provided by a fair housing agency or other qualified trainer, subject to prior approval by the Department. Respondent CADO Real Estate Group will provide the Department written certification that the training has been completed 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
C/O Jerry Cullinen
Fair Housing Enforcement Center

Santa Ana Federal Building
34 Civic Center Plaza, room 7015
Santa Ana, CA 92701-4003

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.

Rose Mayes
Executive Director
Fair Housing Council of Riverside County

Date

RESPONDENTS' SIGNATURES

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

Catherine Nicholas Date
President, CADO Real Estate Group
On Behalf of Respondents:
Catherine Nicholas
CADO Real Estate Group

Yolanda Kinchen Date
Sales Agent, CADO Real Estate Group

Marci O'Brien Date
Sales Agent, CADO Real Estate Group

LCG Harrington, LLC
By: Harrington Village, LLC, its Manager:

Jeffrey L. Holbrook, Manager Date

APPROVAL

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

Anné Quesada
Regional Director
Office of Fair Housing and
Equal Opportunity

Date