



UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

Redacted Name

(Complainants)

and

**FPI Management, Inc.
Woodglen Vista Housing Partners, LP
(Respondents)**

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

HUD CASE NAME: **Redacted Name**, *et al. v. FPI Management, Inc., et al.*
HUD CASE NUMBERS: 09-20-1302-8

HUD Date Filed: June 30, 2020

Effective Date of Agreement: _____

Expiration Date of Agreement: _____

A. PARTIES AND SUBJECT PROPERTY

Complainants

Redacted Name

c/o Legal Aid Society of San Diego, Inc.
110 South Euclid Ave.
San Diego, CA 92114

Redacted Name

c/o Legal Aid Society of San Diego, Inc.
110 South Euclid Ave.
San Diego, CA 92114

Respondents

FPI Management, Inc.
800 Iron Point Road
Folsom, CA 95630

Woodglen Vista Housing Partners, LP
One Capitol Mall, Suite 660
Sacramento, CA 95814

Subject Property

10450 N. Magnolia Ave.
Santee, CA 92071

B. STATEMENT OF FACTS

A complaint was filed on June 30, 2020, with the United States Department of Housing and Urban Development (“the Department”) alleging that the Complainants were injured by Respondents’ discriminatory acts. Complainants alleged that the Respondents violated subsections 804(a), 804(b), and 804(c) 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 Complainants 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) year 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. 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.
12. It is understood that the signature of George Searcy, Chief Operating Officer, Jamboree

Housing Corporation, shared owner of the subject property, is made with the authority and on behalf of Respondents FPI Management, Inc. and Woodglen Vista Housing Partners, LP.

13. Complainants hereby forever waive, release, and covenant 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 09-20-1302-8, 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 09-20-1302-8, 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 Complainants \$6,000 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 Attorney Client Trust Account of Legal Aid Society of San Diego, Inc. and mailed to Amalea Romero, Staff Attorney, Legal Aid Society of San Diego, Inc., 110 South Euclid Avenue, San Diego, CA 92114. Respondents will provide a copy of the check to the Department within thirty (30) days of the effective date of this Agreement.
16. Respondents agree to allow Complainants to interview for and qualify to lease a 2-bedroom unit at the subject property within thirty (30) days of the effective date of this Agreement. Respondents agree to abide by all applicable HUD guidelines in the interview and qualification process. Should Complainants qualify to lease, Respondents agree to provide a copy of Complainants' lease agreement to the Department within thirty (30) days of approval of Complainants' qualifications.
17. Respondents agree to place Complainant at the top of the waitlist for a three-bedroom unit and allow Complainants to interview for and qualify to transfer to a three-bedroom unit when one becomes available. Respondents agree to provide a copy of the waitlist showing Complainants' place 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, all leasing and management staff who work with tenants at the Subject Property shall attend an online 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. 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.
20. Respondents, within sixty (60) days of the effective date of this Agreement, shall send a letter to all participants with a household of five (5) members that are currently on the “3-bedroom waitlist” with the option of being placed on the “2-bedroom waitlist” in compliance with current Fair Housing standards. Respondents will, within ninety (90) days of the effective date of this Agreement, provide the Department with a distribution list or other evidence that all affected participants have been provided this option.
21. Respondents, within sixty (60) days of the effective date of this Agreement, shall provide the modified Tenant Selection Plan to all leasing and management staff and to all existing residents of the Subject Property. Respondents will, within ninety (90) days of the effective date of this Agreement, provide the Department with a distribution list or other evidence that all leasing and management staff and all existing residents have been provided the updated plan.

H. MONITORING

22. 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, 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

23. All required certifications and documentation of compliance must be submitted to Connie Fisher, EOS Investigator, at: connie.l.fisher@hud.gov.

J. CONSEQUENCES OF BREACH

24. 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.

Redacted Name

Redacted Name et al. v. FPI Management, Inc., et al., 09-20-1302-8

COMPLAINANTS' SIGNATURES

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

Redacted Name

Complainant

Date

Redacted Name

Complainant

Date

RESPONDENT SIGNATURE

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

George Searcy
Chief Operating Officer, Jamboree Housing Corporation
On Behalf of Respondents:
FPI Management, Inc.
Woodglen Vista Housing Partners, LP

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