



UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

Redact Name
Redact Name

(Complainants)

and

Linda Hall
First Core Group Inc. dba Keller Williams Realty
Oberhauser Trust
(Respondents)

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

HUD CASE NAME: **Redact Name** v. *Hall, Linda, et al.*
HUD CASE NUMBERS: 09-19-8142-8

HUD Date Filed: June 25, 2019

Effective Date of Agreement: 1/31/2020

Expiration Date of Agreement: 1/31/2021

A. PARTIES AND SUBJECT PROPERTY Complainants

Redact Name

Redact Address

Arcadia, CA 91007

Redact Name

Redact Address

Tujunga, CA 91040

Other Aggrieved Parties

Redact Name

Redact Address

Arcadia, CA 91007

Redact Name

Redact Address

Arcadia, CA 91007

Respondents

Linda Hall

First Core Group Inc. dba Keller Williams Realty

3224 Rimhill Rd.

La Crescenta, CA 91214

First Core Group Inc. dba Keller Williams Realty c/o Nick Avedissian, Agent for Service of
Process 889 Americana Way #408

Glendale, CA 91210

Oberhauser Trust

c/o Horst Oberhauser, Trustee

1749 Sawgrass Gln

Escondido, CA 92026

Subject Property

588 W. Huntington Dr., F

Arcadia, CA 91007

B. STATEMENT OF FACTS

A complaint was filed on June 25, 2019, 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 signatures of H. John Oberhauser and Erna Oberhauser is made with the authority and on behalf of Respondent Oberhauser Trust.
13. It is understood that the signature of Mike Napolitano is made with the authority and on behalf of Respondent First Core Group Inc. dba Keller Williams Realty.
14. Complainants hereby forever waive, release, and covenant not to sue the Department or Respondents, insurers, 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 09-19-8142-8, or which could have been filed in any action or suit arising from said subject matter.
15. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainants, insurers, 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 09-19-8142-8, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

Respondent Oberhauser Trust agrees to pay Complainants \$5,000 within seven (7) business days of the effective date of this Agreement. Payment will be in the form of a certified check or business check made payable to **Redact Name** and mailed to **Redact Address** Arcadia, CA 91007 upon receipt of a fully executed agreement and an Internal Revenue Service Form W-9 completed by Complainant. Respondent will provide a copy of the check to the Department within thirty (30) days of the effective date of this Agreement.

16. Respondents Linda Hall and First Core Group Inc. dba Keeler Williams Realty agree to pay Complainants \$5,000 within ten (10) business days of the effective date of this Agreement. Payment will be in the form of a certified check or business check made

payable to **Redact Name** and mailed to **Redact Address**, Arcadia, CA 91007 upon receipt of a fully executed agreement and an Internal Revenue Service Form W-9 completed by Complainant. 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. Respondent Linda Hall and Mr. Mike Napolitano on behalf of Respondent First Core Group Inc. dba Keller Williams Realty, as well as, Mr. H. John Oberhauser and Mrs. Erna Oberhauser on behalf of Respondent Oberhauser Trust agree to attend and complete the next Fair Housing Training class to be conducted by the Department at its Region IX office. This training is scheduled as follows:

Date: Wednesday, April 22, 2020

Time: 9:00 a.m. – 12:00 p.m.

Location: U.S. Department of Housing and Urban Development
Santa Ana Field Office
Federal Building
34 Civic Center Plaza, 8th Floor
Santa Ana, CA. 92701

20. To show compliance with this paragraph, Respondents/Recipients agree that all required staff members as described above will sign the sign-in sheet at the beginning of the Fair Housing training class, which will serve as their certificate of completion provided by the Department.

21. Respondents, within sixty (60) days of the effective date of this Agreement, shall modify their Fair Housing policy, subject to prior review by the Department, to include information on not having any preference against renting or selling properties to families with children and will provide the updated policy to all leasing and management staff at Respondent First Core Group Inc. dba Keller Williams Realty and to the owners of the subject property at Oberhauser Trust.

22. 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 have been provided the updated policy.

H. MONITORING

23. 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

24. All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing and Urban Development
ATTENTION: Jamie Rodny
Office of Fair Housing and Equal Opportunity
Santa Ana Federal Building
34 Civic Center Plaza, Room 7015
Santa Ana, CA. 92701

J. CONSEQUENCES OF BREACH

25. 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.

COMPLAINANTS' SIGNATURES

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

Signed

Complainant

Date: January 28, 2020

Signed

Complainant

Date: January 28, 2020

Conciliation Agreement

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RESPONDENT'S SIGNATURES

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

Signed

Respondent

Date

Conciliation Agreement

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RESPONDENT'S SIGNATURES This signature attests to the approval and acceptance of this Conciliation Agreement.



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Mike Napolitano

Date

Broker, First Core Group Inc. dba Keller Williams Realty

On Behalf of Respondent:

First Core Group Inc. dba Keller Williams Realty

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RESPONDENTS' SIGNATURES

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

Signed

_____	_____
Ema Oberhauser, Owner	Date
On Behalf of Respondent:	
Oberhauser Trust	

Signed

_____	_____
H. John Oberhauser, Owner	Date
On Behalf of Respondent:	
Oberhauser Trust	

Conciliation Agreement

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APPROVAL

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

Signed

Annè Quesada
Regional Director
Office of Fair Housing and
Equal Opportunity

Date 1/31/2020

RESPONDENTS' SIGNATURES

APPROVAL

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

for *Kenneth J. Canell* 1/31/2020
 Anné Quesada Date
 Regional Director
 Office of Fair Housing and Equal Opportu

