



United States Department of Housing and Urban Development

CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT

Between

U.S. Department of Housing and Urban Development

and

Greater Napa Valley Fair Housing Center
Complainant

And

Napa Valley Community Housing, Napa Park Homes LP, Fernando Yela and Tammy Manning
Respondents / Recipients

Under

Title VIII of the Civil Rights Act of 1968, as amended ("Fair Housing Act"),

Title VI of the Civil Rights Act of 1964

And

Section 504 of the Rehabilitation Act of 1973 ("Section 504")

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

FHEO CASE NUMBERS: 09-19-7562-8; 09-19-7562-6; 09-19-7562-4
FHEO CASE NAME: Greater Napa Valley Fair Housing Center v. Napa Valley Community
Housing, Napa Park Homes LP, Fernando Yela and Tammy Manning

DATE FILED: August 14, 2019

Effective Date of Agreement: _____

Expiration Date of Agreement: _____

A. Parties and Subject Property:

Complainant:

Greater Napa Valley Fair Housing Center
1804 Soscol Ave, Suite 203
Napa, CA 94559

Respondents / Recipients

Fernando Yela
Napa Valley Community Housing
c/o Kathleen Reynolds, Agent for Service of Process
150 Camino Dorado
Napa, CA 94558

Napa Valley Community Housing
c/o Kathleen Reynolds, Agent for Service of Process
150 Camino Dorado
Napa, CA 94558

Napa Park Homes LP
c/o Kathleen Reynolds, Agent for Service of Process
150 Camino Dorado
Napa, CA 94558

Tammy Manning
P.O. Box 3643
Napa, CA 94558

Subject Property:

Napa Park Homes
790 Lincoln Ave
Napa, CA 94558

B. Statements of Facts:

On August 14, 2019, Complainant Greater Napa Valley Fair Housing Center (“Complainant”) filed a complaint with the United States Department of Housing and Urban Development (“HUD” or “the Department”) alleging that Respondents/Recipients Napa Valley Community Housing (“NVCH”) and Napa Park Homes LP, (“NPH”), (jointly “Respondents/Recipients”), NVCH employee Respondent Fernando Yela (“Respondent Yela”) and former NVCH employee Respondent Tammy Manning

(“Respondent Manning”) violated Subsections 804(a) and 804(f)(1), 804(b) and 804(f)(2), 804(c), and 804(f)(3)(B), and Section 818 of Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 *et seq.*) (“Fair Housing Act” or “the Act”), by discriminating against current tenants on the basis of sex, national origin, disability and familial status, and that Complainant, a fair housing agency, investigated the allegations and filed complaints on behalf of tenants and applicants, thus diverting its resources to address the frustration of its mission. The complaint also alleged noncompliance with Title VI of the Civil Rights Act of 1964 (“Title VI”) and Section 504 of the Rehabilitation Act of 1973 (“Section 504”). This Conciliation/Voluntary Compliance Agreement resolves the complaint under the Act, Title VI, and Section 504.

Respondents/Recipients and Respondents Yela and Manning deny discriminating against tenants/applicants and harming Complainant, but agree to settle the claims in the underlying actions by entering into this Conciliation/Voluntary Compliance Agreement.

C. Term of Agreement:

1. This is a Conciliation Agreement between the Complainant, named above, and Respondents/Recipients and Respondents Yela and Manning, and a Voluntary Compliance Agreement between the Department and said Respondents/Recipients. As specifically stated herein, this Conciliation Agreement / Voluntary Compliance Agreement (“Agreement”) shall govern the conduct of the Parties 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 will not constitute a binding contract under state or federal law, a Conciliation Agreement pursuant to the Act, or a Voluntary Compliance Agreement under Title VI and Section 504 unless and until such time as it is approved by the Department, through the Regional Fair Housing and Equal Opportunity (“FHEO”) Director or her designee.
3. This Agreement shall become effective on the date that it is approved by the Regional FHEO Director or her designee.

E. General Provisions:

4. The Parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaints. The Parties affirm that they have read and fully understand the significance of 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 the Respondents/Recipients and Respondents Yela and Manning deny any violation of the law and that this Agreement does not constitute an admission by the Respondents/Recipients or Respondents Yela or Manning, nor

evidence of a determination by the Department of any violation of the Act, Title VI, Section 504 or any other law.

6. Respondents/Recipients and Respondents Yela and Manning 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/Recipients and Respondents Yela and Manning further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act and HUD's implementing regulations at 24 C.F.R. part 100 *et seq.*
7. Respondents/Recipients and Respondents Yela and Manning agree that the signature of NVCH's Executive Director, Kathleen Reynolds, is made with the authority of and on behalf of Respondent/Recipient NVCH. Respondents/Recipients and Respondents Yela and Manning agree that the signature of NPH's Executive Director, Kathleen Reynolds, is made with the authority of and on behalf of Respondent/Recipient NPH. Complainant agrees that the signature of its Executive Director, Pablo Zatarain, is made with the authority of and on behalf of Complainant.
8. This Agreement, subsequent to the approval by the FHEO Regional Director, or her designee, is binding upon Respondents/Recipients and Respondents Yela and Manning, their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates and all others in active concert with them in the ownership or operation of the subject property.
9. 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.
10. 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.
11. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint(s) involving Respondents/Recipients and/or Respondent Yela and/or Respondent Manning made pursuant to the Act, Title VI, Section 504, or any other complaint within the Department's jurisdiction.
12. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless all the following conditions are met: (a) all signatories or their successors to the Agreement agree in writing to the proposed 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.

F. Mutual Releases:

13. Complainant hereby forever waives, releases, and covenants not to sue the Department, Respondents/Recipients, and/or Respondents Yela and/or Manning, their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates or 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 numbers 09-19-7562-8, 09-19-7562-6 or 09-19-7562-4 or which could have been filed in any action or suit arising from said subject matter.
14. Respondents/Recipients and Respondents Yela and Manning hereby forever waive, release, and covenant not to sue the Department or the Complainant, their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates or 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 numbers 09-19-7562-8, 09-19-7562-6 or 09-19-7562-4 or which could have been filed in any action or suit arising from said subject matter.

G. Relief for Complainant

15. Respondents/Recipients and Respondents Yela and Manning agree to the following terms and conditions below as set forth in this Agreement and to provide the Department, as specified below, with written certification that these terms and conditions have been met:
 - a. Respondents/Recipients and Respondent Yela will pay Complainant the sum total of Fourteen Thousand Dollars (\$14,000.00) in the form of a business check payable to “Greater Napa Valley Fair Housing Center”, and will deliver the check via overnight mail with tracking capability within fourteen (14) days of the effective date of this Agreement to Complainant at the following address: Pablo Zatarain, Greater Napa Valley Fair Housing Center, 1804 Soscol Ave, Suite 203, Napa, CA 94559. Out of this payment, Complainant represents that within fifty (50) days of the effective date of this Agreement, it will pay One Thousand Dollars (\$1,000.00) each to five individuals that the Department has identified as other aggrieved parties.
 - b. To show compliance with paragraphs G15 and G15(a), Respondents/Recipients will provide a photocopy of the check and the overnight tracking information to the Department within thirty (30) days of the effective date of this Agreement. The photocopies should be sent to the address specified in paragraph J32 of this Agreement.
 - c. Respondents/Recipients agree to process any future harassment complaints made by tenants, former tenants and applicants in accordance with the Act,

HUD's implementing regulations, and Respondents/Recipients' sexual harassment complaint policies and procedures as referenced below.

H. Relief in the Public Interest

16. Respondents/Recipients represent that they have removed Respondent Yela from his position as an on-site property manager, and Respondents/Recipients agree that while in Respondents/Recipients' employ, Respondent Yela will not work in any position where he interacts with tenants and/or has the ability to make any decision that impacts any tenancies at a property. Respondents/Recipients and Respondent Yela further represent that Respondent Yela will move out of Napa Park Homes within forty-five (45) days of the effective date of this Agreement and thereafter will not work on site there or reside there at any time in the future. To show compliance with this paragraph, within fifty (50) days of the effective date of this Agreement, Respondents/Recipients and Respondent Yela will email a photo of Respondent Yela's vacant unit to the Department at the email address listed in Paragraph J32 below.
17. Within sixty (60) days of the effective date of this Agreement, Respondents/Recipients shall draft a new procedure regarding the handling of sexual harassment complaints made by applicants, tenants, program participants, and employees that complies with the Act and HUD's implementing regulations, including 24 CFR § 100.7 ("sexual harassment complaint policies and procedures"), and shall provide a copy of the sexual harassment complaint policies and procedures to the Department at the email address listed in Paragraph J32 below and to Complainant's representative at the following address: Pablo Zatarain, Fair Housing Napa Valley, 1804 Soscol Ave, Suite 203, Napa, CA 94559. Within thirty (30) days of receiving feedback from Complainant's representative, Respondents/Recipients will provide proof of implementation of the sexual harassment complaint policies and procedures to the Department at the email address listed in Paragraph J32 below.
18. Within thirty (30) days of receiving feedback from Complainant's representative as set forth in paragraph 17, Respondents/Recipients will provide proof of implementation of the sexual harassment complaint policies and procedures to the Department at the email address listed in Paragraph J32 below, along with proof that Respondents/Recipients provided written notice to all employees affirming the companies' commitment to compliance with applicable fair housing and sexual harassment laws and implementing regulations, as well as communicating the specifics of the sexual harassment complaint policies and procedures.
19. Within one hundred twenty (120) days of the effective date of this Agreement, all Respondent/Recipient NPH management employees and onsite management staff, all Respondent/Recipient NVCH staff, and Respondents Yela and Manning will attend at least three (3) hours of live training on fair housing, including coverage of the Act and its prohibitions against sex discrimination, Section 504, and Title VI,

conducted by a qualified fair housing organization or attorney subject to prior approval by the Department. Respondents/Recipients shall submit the training information to the Department for prior approval within thirty (30) days of the effective date of this Agreement, to the address specified in paragraph J32 of this Agreement. Respondents/Recipients shall pay for the cost of the training, if any.

- a. Said training for all such specified personnel will be repeated annually for the term of this Agreement, for a total of three (3) trainings.
20. To show compliance with paragraphs H19 and H19a, within one hundred-forty (140) days from the effective date of this Agreement, Respondents/Recipients will provide to the Department documentation that the initial fair housing training referenced in Paragraph H19 above has been completed. The documentation will state the names of the trainees, the date of the training, who provided the training, and the subject matter of the training. The documentation will be sent to the email address specified in paragraph J32 of this Agreement. Within twenty (20) days from the date of the second training, Respondents/Recipients will provide to the Department documentation that the second training referenced in Paragraph H19a above has been completed. Within twenty (20) days from the date of the third training, Respondents/Recipients will provide to the Department documentation that the third training referenced in Paragraph H19a above has been completed. The documentation will state the names of the trainees, the date of the training, who provided the training, and the subject matter of the training. The documentation will be sent to the email address specified in paragraph J32 of this Agreement.
21. In addition to the training referenced in paragraphs H19 and H19a, within one hundred twenty (120) days of the effective date of this Agreement, all Respondent/Recipient NPH management employees and onsite management staff, all Respondent/Recipient NVCH staff, and Respondents Yela and Manning will attend at least three (3) hours of live training on sexual harassment discrimination, conducted by a qualified sexual harassment discrimination training organization or attorney subject to prior approval by the Department. Respondents/Recipients shall submit the training information to the Department for prior approval within thirty (30) days of the effective date of this Agreement, to the address specified in paragraph J32 of this Agreement. Respondents/Recipients shall pay for the cost of the training, if any.
- a. Said training for all such specified personnel will be repeated annually for the term of this Agreement, for a total of three (3) trainings.
22. To show compliance with paragraphs H21 and H21a, within one hundred-forty (140) days from the effective date of this Agreement, Respondents/Recipients will provide to the Department documentation that the initial sexual harassment discrimination training referenced in Paragraph H21 above has been completed. The documentation will state the names of the trainees, the date of the training, who provided the training, and the subject matter of the training. The documentation

will be sent to the email address specified in paragraph J32 of this Agreement. Within twenty (20) days from the date of the second training, Respondents/Recipients will provide to the Department documentation that the second training referenced in Paragraph H21a above has been completed. Within twenty (20) days from the date of the third training, Respondents/Recipients will provide to the Department documentation that the third training referenced in Paragraph H21a above has been completed. The documentation will state the names of the trainees, the date of the training, who provided the training, and the subject matter of the training. The documentation will be sent to the email address specified in paragraph J32 of this Agreement.

23. Title VI prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance. Respondents/Recipients acknowledge that they are recipients of federal funds and are required, and agree, to comply with the provisions of Title VI and HUD's implementing regulations set forth at 24 CFR § 1 *et seq.*
24. Respondents/Recipients agree that if they employ a criminal background screening policy in the future, it will be one that complies with the Act, Title VI, and the Department's guidance regarding criminal background screening, including the "Office of General Counsel Guidance on Application of Fair Housing Act Standards to the Use of Criminal Records by Providers of Housing and Real Estate-Related Transactions," available here:
https://www.hud.gov/sites/documents/HUD_OGCGUIDAPPFHASTANDCR.PDF.
25. Respondents/Recipients and Respondents Yela and Manning agree to continue to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a disabled person equal opportunity to use and enjoy housing.
26. Respondents/Recipients and Respondents Yela and Manning acknowledge that reasonable accommodation and modification requests can be made orally or in writing, and that housing providers must give consideration to requests even if the requester does not use the provider's designated form. Additionally, Respondents/Recipients and Respondents Yela and Manning understand that the Act and Section 504 do not prescribe a uniform procedure for requesting a reasonable accommodation/modification to be used with all housing providers. To request an accommodation or modification, an individual need not mention the Act or Section 504 or use the phrase "reasonable accommodation" or "reasonable modification." In general, a tenant or prospective tenant should make clear to the housing provider that s/he is requesting that an exception, change, adjustment, or modification be made to a rule, policy, practice, service, building or dwelling unit because s/he has a disability.
27. Respondents/Recipients and Respondents Yela and Manning acknowledge that they have an obligation to respond to all reasonable accommodation/modification

requests within a reasonable timeframe, and understand that failing to do so may be tantamount to a denial of the reasonable accommodation/modification request.

28. Respondents/Recipients acknowledge that Section 504 provides that no otherwise qualified individual with disabilities shall, solely by reason of his or her disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Respondents/Recipients acknowledge that they receive federal financial assistance and are obligated to comply with the requirements of Section 504.
29. Respondents/Recipients agree to comply with all of the provisions of Section 504, and implementing regulations at 24 CFR Part 8 et seq. including, but not limited to:
 - a. 24 CFR Part 8, Section 8.6(a)(1)(2)-Communications
 - The Regulation requires that Respondents/Recipients shall take appropriate steps to ensure effective communication with applicants, beneficiaries, and members of the public to include telecommunication devices for deaf persons (TDD's) or equally effective communication systems.
 - b. 24 CFR Part 8, Section 8.53(a)-Designation of responsible employee (Section 504 Coordinator).
 - The Regulation requires that Respondents that employ 15 or more persons shall designate at least one (1) person to coordinate its efforts to comply with this Part.
 - c. 24 CFR Part 8, Section 8.53(b)-Adoption of grievance procedures.
 - The Regulation requires that Respondents that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by this part.
 - d. 24 CFR Part 8, Section 8.54(a)-Notice.
 - The Regulation provides that Respondents that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap.
30. Respondents/Recipients and Respondents Yela and Manning acknowledge that the Act makes it unlawful to discriminate on the basis of race, color, national origin, religion, sex, familial status, and disability.
 - a. Respondents/Recipients and Respondents Yela and Manning agree to refrain from discriminating against any person on the basis of race, national origin,

color, disability, sex, religion, and familial status as protected under federal law.

- b. Respondents/Recipients and Respondents Yela and Manning acknowledge that the Act makes it unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of any right granted or protected by Section 803, 804, 805, or 806 of the Act.
- c. Respondents/Recipients and Respondents Yela and Manning acknowledge that under Section 818 of the Act and as set forth in 24 CFR § 100.65, it is unlawful to subject a person to harassment because of race, color, religion, sex, disability, familial status, or national origin that has the effect of imposing different terms, conditions, or privileges relating to the sale or rental of a dwelling or denying or limiting services or facilities in connection with the sale or rental of a dwelling, and it is unlawful to condition the terms, conditions, or privileges relating to the sale or rental of a dwelling, or deny or limit the services or facilities in connection therewith, on a person's response to harassment because of race, color, religion, sex, handicap, familial status, or national origin.
- d. Respondents/Recipients and Respondents Yela and Manning acknowledge that they have an obligation to take prompt action to end discriminatory housing practices under Section 818 of the Act and as set forth in 24 CFR §100.7. Pursuant to these provisions, a person is directly liable for the person's own conduct that results in a discriminatory housing practice; failing to take prompt action to correct and end a discriminatory housing practice by that person's employee or agent, where the person knew or should have known of the discriminatory conduct; and failing to take prompt action to correct and end a discriminatory housing practice by a third-party, where the person knew or should have known of the discriminatory conduct and had the power to correct it. Respondents additionally acknowledge that under these provisions, a person is vicariously liable for a discriminatory housing practice by the person's agent or employee, regardless of whether the person knew or should have known of the conduct that resulted in a discriminatory housing practice, consistent with agency law.
- e. Respondents/Recipients and Respondents Yela and Manning agree to process all complaints of harassment based on sex, disability, familial status, race, religion, national origin or color, received from tenants, applicants, program participants and/or employees in accordance with their sexual harassment complaint policies and procedures, the Act, and HUD's implementing regulations.

I. Monitoring

31. The Department shall monitor compliance with the terms and conditions regarding

the Act, Section 504, and Title VI as specified in this Agreement.
Respondents/Recipients and Respondents Yela and Manning agree to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

J. Reporting and Record Keeping

32. All required certifications and documentation of compliance must be submitted to the Department by email to: theresa.n.muley@hud.gov.

K. Consequences of Breach

33. The Parties understand that if the Department has reasonable cause to believe that Respondents/Recipients and/or Respondents Yela or Manning have breached this Agreement, the Department shall refer the matter to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to 42 U.S.C. §3610(c).
34. The Parties understand further that failure by a Party to carry out the terms of this Agreement may result in suspension or termination of, or refusal to grant or to continue federal financial assistance, or other actions authorized by law pursuant to the Act, Title VI, Section 504, or any other Authority within the Department's jurisdiction.

Conciliation Agreement/Voluntary Compliance Agreement
Greater Napa Valley Fair Housing Center v. Napa Valley Community Housing, Napa Park Homes LP, Fernando
Yela and Tammy Manning
HUD Case Nos.: 09-19-7562-8; 09-19-7562-6; 09-19-7562-4

COMPLAINANT'S SIGNATURE PAGE

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

Pablo Zatarain, Executive Director
On Behalf of Complainant
Greater Napa Valley Fair Housing Center

Date

Conciliation Agreement/Voluntary Compliance Agreement
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HUD Case Nos.: 09-19-7562-8; 09-19-7562-6; 09-19-7562-4

RESPONDENT/ RECIPIENT NVCH'S SIGNATURE PAGE

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

Kathleen Reynolds, Executive Director

Date

On Behalf of

Respondent/Recipient Napa Valley Community Housing

Conciliation Agreement/Voluntary Compliance Agreement
Greater Napa Valley Fair Housing Center v. Napa Valley Community Housing, Napa Park Homes LP, Fernando
Yela and Tammy Manning
HUD Case Nos.: 09-19-7562-8; 09-19-7562-6; 09-19-7562-4

RESPONDENT/ RECIPIENT NPH'S SIGNATURE PAGE

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

Kathleen Reynolds, Executive Director
On Behalf of
Respondent/Recipient Napa Park Homes LP

Date

RESPONDENT YELA'S SIGNATURE PAGE

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

Fernando Yela
Respondent

Date

Conciliation Agreement/Voluntary Compliance Agreement
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Yela and Tammy Manning
HUD Case Nos.: 09-19-7562-8; 09-19-7562-6; 09-19-7562-4

RESPONDENT MANNING’S SIGNATURE PAGE

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

Tammy Manning
Respondent

Date

APPROVAL and execution of Voluntary Compliance Agreement

This signature attests to the approval and acceptance of this Conciliation Agreement and on behalf of the United States Department of Housing and Urban Development for the execution of the Voluntary Compliance Agreement.

Anné Quesada
Regional Director
Office of Fair Housing and Equal Opportunity (FHEO)

Date