



UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONCILIATION AGREEMENT

between

NAME REDACTED
(Complainant)

And

Perris Family Apartments, LLC
Perris Family Apartments L.P.
The Coachella Valley Housing Coalition
Hyder & Company dba Hyder Property Management Professionals
Kenneth Parker
Terri Valdespino
(Respondents)

Under

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

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

HUD CASE NUMBER: 09-21-3841-8
HUD CASE NAME: **NAME REDACTED** v. *Perris Family Apartments LLC et al.*

HUD Date Filed: January 15, 2021

Effective Date of Agreement: _____

Expiration Date of Agreement: _____

Conciliation Agreement

NAME REDACTED v. *Perris Family Apartments LLC et al.*

HUD Case No. 09-21-3841-8

A. Parties and Subject Property

Complainant

NAME REDACTED
ADDRESS REDACTED

Perris, CA 92571

Other Aggrieved Parties

NAME REDACTED
ADDRESS REDACTED

Perris, CA 92571

Respondents

Perris Family Apartments, LLC
45701 Monroe Street, unit. G
Indio, CA 92201

Perris Family Apartments L.P.
45701 Monroe St. Ste. G
Indio, CA 92201

The Coachella Valley Housing Coalition
45701 Monroe St. Suite G.
Indio, CA 92201

Hyder & Company dba Hyder Property Management Professionals
1649 Capalina Rd. Ste 500
San Marcos, CA 92069

Kenneth Parker
Perris Family Apartments
180 E. Jarvis St.
Perris, CA 92571

Terry Valdespino
Perris Family Apartments
180 E. Jarvis St.
Perris, CA 92571

Subject Property

180 E. Jarvis St.
Perris, CA 92571

B. Statement of Allegations

On January 15, 2021, **NAME REDACTED** ("Complainant") filed a complaint with the United States Department of Housing and Urban Development ("the Department" or "HUD"). On August 15, 2022, the Complaint was amended to add two Respondents. Complainant alleged that Perris Family Apartments, LLC, Perris Family Apartments L.P, The Coachella Valley Housing Coalition, Hyder & Company dba Hyder Property Management Professionals¹, Kenneth Parker, and Terri Valdespino (collectively, "Respondents") discriminated against her on the basis of sex in violation of subsections 804(b) and 804(c) and Section 818 of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. § 3601 *et seq.*) ("the Act") when Respondent Kenneth Parker ("Parker") offered to provide maintenance services on her unit in exchange for sexual favors and Respondents failed to prevent further incidents of sexual harassment by Parker.

Respondents deny having discriminated against Complainant but agree to settle the claims in the underlying action by entering into this Conciliation Agreement.

C. Term of Agreement

1. This is a Conciliation Agreement between Complainant, named above, and Respondents, named above. As specifically stated herein, 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 his designee.
3. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director or his designee ("Effective Date").

E. General Provisions

4. The parties acknowledge that this Agreement is a voluntary and full settlement of

¹ The First Amended Complaint named as a Respondent Hyder Property Management Professionals LLC. It was subsequently discovered that the correct entity name is Hyder & Company dba Hyder Property Management Professionals. It is understood that the Respondent named in this Agreement as Hyder & Company dba Hyder Property Management Professionals, is the entity named in the First Amended Complaint as Hyder Property Management Professionals LLC.

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 Respondents deny any violation of the law and that this Agreement does not constitute an admission by Respondents, nor 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. Respondents acknowledge 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. The parties agree that the execution of this Agreement may be accomplished by separate execution of consents to the Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document. It is understood that the parties may execute this Agreement by electronic signature, which shall have the full effect of handwritten signatures.
 - a. It is understood that the signature of Michelle Pruitt, Vice President of Operations, Hyder & Company dba Hyder Property Management Professionals is made with the authority and on behalf of Respondents.
8. This Agreement, subsequent to the approval by the FHEO Regional Director, or his designee, is binding upon Respondents, their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates, other owners and all others in active concert with Respondents in the operation of the Subject Property.
9. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director or his designee, it is a public document.
10. 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.
11. 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 his designee.

F. Mutual Releases

12. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondents, or their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates, other owners, insurers, or attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, alleged or which could have been alleged arising out of the subject matter of HUD case number 09-21-3841-8 or which could have been filed in any action or suit arising from said subject matter.
13. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainant, or 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 number 09-21-3841-8 or which could have been filed in any action or suit arising from said subject matter.

G. Relief for Complainant

14. Respondents agree to pay Complainant the sum total of Twenty-One Thousand dollars (\$21,000.00) within ten (10) business days of the Effective Date of this Agreement. Payment will be in the form of a certified check made payable to "**NAME REDACTED**" and mailed to Complainant at **ADDRESS REDACTED** Perris, CA 92571 via overnight courier. Complainant understands that said payment is conditioned upon her submitting a completed W-9 to the Department concurrent with her execution of this Agreement.
 - a. To show compliance with paragraph G14, Respondents will provide a copy of the check and the tracking information to the Department within twenty-one (24) hours of mailing the payment as set forth above. The copies shall be sent to the Department at the email address specified in paragraph J25 of this Agreement.
15. Respondents agree to process any future complaints from Complainant alleging harassment or discrimination based on sex in accordance with the Act, HUD's implementing regulations, including 24 CFR §100.7, and Respondents' policies and procedures.
 - a. To show compliance with paragraph G15, Respondents agree to provide information about any future discrimination or harassment complaints made by Complainant throughout her tenancy or until the expiration date of this Agreement, whichever comes sooner, within ten (10) days of a written request by the Department.

H. Relief in the Public Interest

16. Respondents agree to comply with the Act and the Department's regulations set forth at 24 CFR Part 100, *et seq.* Respondents acknowledge that the Act makes it unlawful to discriminate on the basis of race, color, national origin, religion, sex, familial status, and disability and 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.
17. Respondents acknowledge that Section 818 of 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, and further agree to refrain from engaging in such activities.
18. Respondents acknowledge that subsection 804(b) of the Act makes it unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, on the basis of sex. Respondents agree to refrain from discriminating against any person in the terms, conditions or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of sex.
19. Respondents acknowledge that subsection 804(c) of the Act makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on sex, or an intention to make any such preference, limitation, or discrimination. Respondents agree to refrain from making, printing, or publishing, or causing to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on sex or an intention to make any such preference, limitation, or discrimination.
20. Respondents 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.
21. Respondents 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.

22. Respondents agree to process all complaints of harassment based on race, sex, disability, familial status, religion, national origin or color, received from tenants, applicants, and/or employees in accordance with their policies and procedures, and in compliance with the Act and its implementing regulations.
23. Within one hundred-eighty (180) days of the Effective Date of this Agreement, Respondent Terry Valdespino, along with all other employees who interact with residents and/or applicants and/or who make housing-related decisions regarding residents and/or applicants at the Subject Property², shall attend a fair housing class conducted by Department's Region IX Office of Fair Housing and Equal Opportunity.
 - a. It is understood that to prior to the effective date of this Agreement, Respondents have demonstrated compliance with paragraph H23, by providing proof showing that the required personnel completed the Department's training on April 12, 2022.

I. Monitoring

24. The Department shall monitor compliance with this Agreement. As part of such monitoring, the Department may inspect Respondents' property, interview witnesses, and copy pertinent records of the Respondents. Respondents agree to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

J. Reporting and Record Keeping

25. All required certifications and documentation of compliance with the terms of this Agreement shall be submitted via e-mail to Nicole Bolling at Nicole.E.Bolling@HUD.gov.

K. Consequences of Breach

² It is understood that Respondent Kenneth Parker is no longer employed at the Subject Property and is no longer employed by the company that manages the Subject Property, as of April 26 2021.

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26. Respondents understand that if the Department has reasonable cause to believe that Respondents 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).

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COMPLAINANT'S SIGNATURE

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

NAME REDACTED

(Complainant)

Date

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RESPONDENTS' SIGNATURES

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

Michelle Pruitt

Date

Vice President of Operations,

Hyder & Company dba Hyder Property Management Professionals

On behalf of Respondents:

Perris Family Apartments, LLC

Perris Family Apartments L.P.

The Coachella Valley Housing Coalition

Hyder & Company dba Hyder Property Management Professionals

Kenneth Parker

Terri Valdespino

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APPROVAL

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

Kenneth J. Carroll
Regional Director
Office of Fair Housing and Equal Opportunity (FHEO)

Date