

**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**TITLE VIII**

**CONCILIATION AGREEMENT**

**between**

**NAME REDACTED, NAME REDACTED, NAME REDACTED and Project Sentinel**

(Complainants)

**and**

**WinnResidential California L.P. and 751 Driskell Ave, L.P.**

(Respondents)

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

**FHEO CASE NUMBERS AND NAMES:**

09-21-6893-8 **NAME REDACTED** v. WinnResidential California L.P., et al.  
09-21-6894-8 **NAME REDACTED** v. WinnResidential California L.P., et al.  
09-21-6895-8 **NAME REDACTED** v. WinnResidential California L.P., et al.  
09-21-6896-8 Project Sentinel v. WinnResidential California L.P., et al.

**HUD DATE FILED: September 14, 2021**

Effective Date of Agreement: \_\_\_\_\_

Expiration Date of Agreement: \_\_\_\_\_

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**A. PARTIES TO THE COMPLAINTS AND SUBJECT PROPERTY**

Complainants

**NAME REDACTED**  
**ADDRESS REDACTED**  
Newman, CA 95360

**NAME REDACTED**  
**ADDRESS REDACTED**  
Newman, CA 95360

**NAME REDACTED**  
**ADDRESS REDACTED**  
Newman, CA 95360

Project Sentinel  
1490 El Camino Real  
Santa Clara, CA 95050

Respondents

WinnResidential California L.P.  
c/o Cogency Global Inc., Registered Agent  
1325 J Street, Suite 1550  
Sacramento, CA 95814

751 Driskell Ave, LP  
c/o John Eleftheriou, Registered Agent  
1741 Cheatham Ave  
Bakersfield, CA 93307

Subject Property

Mustang Peak Village  
1118 M Street  
Newman, CA 95360

**B. STATEMENT OF FACTS**

On September 14, 2021, **NAME REDACTED**, **NAME REDACTED**,  
**NAME REDACTED** and Project Sentinel (collectively, “Complainants”) filed four  
separate complaints with the United States Department of Housing and Urban

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Development (“HUD” or “the Department”) alleging that management company WinnResidential California L.P. (“Winn”) and property owner 751 Driskell Ave, L.P. (“Driskell”) (jointly, “Respondents”) violated 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”) on the basis of familial status by enacting restrictive rules targeting children’s access to the subject property’s common areas, by harassing families with children, and by enforcing a rule prohibiting personal items from being left in the common areas only against families with children.

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

### **C. TERM OF AGREEMENT**

1. This is a Conciliation Agreement between Complainants, 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.

### **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 the law and that 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

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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 his designee, is binding upon Respondents, their employees, heirs, successors and assigns and all others in active concert with them in the ownership or operation of the subject property.
8. 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.
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 his designee.
11. 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.
12. It is understood that the signature of Lark Ritson, Enforcement & Litigation Director, is made with the authority of and on behalf of Complainant Project Sentinel. It is understood that the signature of Patrick M. Appleby, President of LLAM Realty Management, Inc., which is the General Partner of Respondent Winn is made with the authority of and on behalf of Respondent Winn. It is understood that the signature of Lori Koester, Executive Director of Corporation for Better Housing, which is the Managing General Partner of Respondent Driskell, is made with the authority of and on behalf of Respondent Driskell.
13. Complainants hereby forever waive, release, and covenant not to sue the Department or Respondents, 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 Numbers 09-21-6893-8, 09-21-6894-8, 09-21-6895-8 and/or 09-21-6896-8, or which could have been filed in any action or suit arising from said subject matter. It is understood that nothing in this Agreement is

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intended to release Respondents from any obligations under their lease agreements with Complainants.

14. Respondents hereby forever waive, release and covenant not to sue the Department or Complainants 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 Numbers 09-21-6893-8, 09-21-6894-8, 09-21-6895-8 and/or 09-21-6896-8, or which could have been filed in any action or suit arising from said subject matter. It is understood that nothing in this Agreement is intended to release Complainants from any obligations under their lease agreements.

**F. RELIEF FOR COMPLAINANTS**

15. Respondents agree to pay Complainants the sum total of twenty-nine thousand dollars (\$29,000), to be divided amongst Complainants as set forth in Exhibit A. Payment shall be in the form of a business check made payable to each Complainant and mailed to each Complainant at the addresses set forth in Exhibit A via U.S. certified mail or other delivery service with tracking capacity. Respondents shall pay each Complainant within fourteen (14) days of receipt of the respective Complainant's completed Form W-9, or within fourteen (14) days of the effective date of this Agreement, whichever is later.

To show compliance with paragraph F15, Respondents will provide photocopies of the checks and tracking information for each Complainant to the Department within twenty-one (21) days of receipt of the respective Complainant's completed Form W-9, or within twenty-one (21) days of the effective date of this Agreement, whichever is later. The photocopies and tracking information should be sent to the Department at the email address specified in paragraph I27 of this Agreement.

16. Respondents agree to refrain from discriminating against Complainants on the basis of sex, race, national origin, color, disability, familial status and religion as protected by the Act. Respondents further agree to process any future complaints from Complainants alleging harassment or discrimination based on familial status in accordance with the Act, HUD's implementing regulations, and Respondents' revised policies and procedures as described below in paragraph G23.

To show compliance with paragraph F16, Respondents agree to provide information about any future discrimination and/or harassment complaints made by Complainants throughout their tenancies or until the expiration date of this Agreement, whichever comes sooner, within ten (10) days of a written request by the Department.

**G. RELIEF IN THE PUBLIC INTEREST**

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17. Respondents agree to comply with all of the provisions of the Act, and with HUD's implementing regulations at 24 C.F.R. 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.
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 familial status. 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 familial status.
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 familial status, 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 familial status, or an intention to make any such preference, limitation, or discrimination.
20. 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.
21. 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.
22. 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

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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.

23. Respondents agree to review and revise the subject property's rules regarding children, as well as their procedures for handling complaints made by applicants and tenants about discrimination and/or harassment of families with children, as necessary to comply with the Act and HUD's implementing regulations. Respondents agree that within ninety (90) days of the effective date of this Agreement, they will provide a copy of said rules and procedures to the Department for review. The documents should be submitted to the Department at the email address set forth in paragraph I27 of this Agreement. Within thirty (30) days of receiving feedback from the Department on said rules and procedures, Respondents agree to implement said revised rules and procedures ("revised rules and procedures").

To show compliance with paragraph G23, within one hundred twenty (120) days of the effective date of this Agreement, Respondents will provide to the Department documentation showing that the revised rules and procedures were implemented. The documentation will be sent to the Department at the email address specified in paragraph I27 of this Agreement.

24. Respondents agree to process all complaints of discrimination and/or harassment based on race, sex, disability, familial status, religion, national origin or color, received from tenants and applicants in accordance with their revised rules and procedures, the Act, and HUD's implementing regulations.
25. Respondents agree that within one hundred twenty (120) days of the effective date of this Agreement, Respondents shall have all employees who interact with residents and/or applicants, and/or who make housing-related decisions regarding residents and/or applicants at the subject property, attend at least three (3) hours of live training on fair housing, including coverage of the Act and its prohibitions against discrimination based on familial status, conducted by a qualified trainer or attorney, subject to prior approval by the Department. Respondents shall submit the fair housing training information, including the name of the trainer or attorney, their resume, and the training curriculum, to the Department for prior approval within sixty (60) days of the effective date of this

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Agreement, to the email address specified in paragraph I27 of this Agreement.  
Respondents shall pay for the cost of the training, if any.

To show compliance with paragraph G25, within one hundred fifty (150) days of the effective date of this Agreement, Respondents will provide to the Department documentation that the training referenced in paragraph G25 above has been completed. The documentation will state the names of the people who attended the training, the date of the training, the name of the trainer, and the subject matter of the training. The documentation will be sent to the address specified in paragraph I27 of this Agreement.

**H. MONITORING**

26. The Department shall determine compliance with the terms of this Agreement. As part of such review, the Department may inspect the subject property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondents. Respondents agree to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

**I. REPORTING AND RECORDKEEPING**

27. All required certifications and documentation of compliance must be submitted to the Department by email to: [theresa.n.muley@hud.gov](mailto:theresa.n.muley@hud.gov).

**J. CONSEQUENCES OF BREACH**

28. 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 §§810(c) and 814(b)(2) of the Act.

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**COMPLAINANT **NAME REDACTED** SIGNATURE PAGE**

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

\_\_\_\_\_  
**NAME REDACTED**  
COMPLAINANT

\_\_\_\_\_  
Date

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**COMPLAINANT **NAME REDACTED** SIGNATURE PAGE**

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\_\_\_\_\_  
**NAME REDACTED**  
COMPLAINANT

\_\_\_\_\_  
Date

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**COMPLAINANT **NAME REDACTED** SIGNATURE PAGE**

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

\_\_\_\_\_  
**NAME REDACTED**  
COMPLAINANT

\_\_\_\_\_  
Date

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**COMPLAINANT PROJECT SENTINEL'S SIGNATURE PAGE**

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

\_\_\_\_\_  
Lark Ritson, Enforcement & Litigation Director,  
on behalf of Project Sentinel  
COMPLAINANT

\_\_\_\_\_  
Date

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**RESPONDENT WINNRESIDENTIAL CALIFORNIA L.P.'S SIGNATURE PAGE**

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

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Patrick M. Appleby, President  
LLAM Realty Management, Inc.,  
General Partner on behalf of  
WinnResidential California L.P.  
RESPONDENT

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Date

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**RESPONDENT 751 DRISKELL AVE, L.P.'S SIGNATURE PAGE**

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

\_\_\_\_\_  
Lori Koester, Executive Director  
Corporation for Better Housing  
Managing General Partner on behalf of  
751 Driskell Ave, L.P.  
RESPONDENT

\_\_\_\_\_  
Date

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**APPROVAL**

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

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

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Date