



**CONCILIATION AGREEMENT**

between

**The United States  
Department of Housing and Urban Development**

and

**James Harrison  
Gwendolyn Harrison  
226 Emory Oak Place  
Lathrop, CA 95330**

Complainants

and

**Alameda Development Corporation  
2363 Mariner Square Dr., Suite 240  
Alameda, CA 94501**

**Dan Lachman, Executive Director  
Alameda Development Corporation  
2363 Mariner Square Dr., Suite 240  
Alameda, CA 94501**

Respondents

**CASE NUMBERS: 09-08-0523-8 (Title VIII)  
09-08-0523-6 (Title VI)  
09-08-0523-9 (Section 109)**

**DATE FILED: January 28, 2008**

**A. Parties and Subject Property**

Complainants: James and Gwendolyn Harrison

Respondent: Alameda Development Corp.

Respondent: Dan Lachman, Executive Director, Alameda Development Corp.

Subject Property: The Landing at Bayport  
Alameda, CA 94501

**B. Statements of Facts**

On January 28, 2008, James and Gwendolyn Harrison (Complainants) filed a complaint with the United States Department of Housing & Urban Development (the Department) alleging that they were injured by a discriminatory act of the Respondents. The Complainants allege that the Respondents violated Section 805 of the Fair Housing Act as amended in 1998, 42 U.S.C. §3600 et. seq. (the Act), Title VI of the 1964 Civil Rights Act and Section 109 of the Housing and Community Development Act of 1974 by denying them an opportunity to purchase.

**C. Term of Agreement**

1. This Conciliation Agreement (Agreement) shall govern the conduct of the parties to it for a period of one 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 U.S. Department of Housing and Urban Development, through the FHEO Director or his or her designee.
3. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity (FHEO), San Francisco Region, U.S. Department of Housing and Urban Development.

Conciliation Agreement

Harrison v. Alameda Development Corp., et al.

HUD Case Nos.: 09-08-0523-8, 09-08-0523-6 & 09-08-0523-9

**E. General Provisions**

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement. The parties have read and fully understand the significance of the terms set forth herein.
5. It is understood that the Respondents deny any violation of law and that this Agreement does not constitute an admission by the 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 other Authorities.
7. The parties acknowledge that the City of Alameda was named as a Respondent in error and is not a signatory to this Agreement.
8. This Agreement, after it has been approved by the FHEO Regional Director, or his or her 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 Alameda Development Corporation.
9. It is understood that the signature of Attorney Howard Garfield is made on behalf of all named Respondents.
10. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Director or his 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 involving Respondents made pursuant to the Fair Housing Act, or any other complaint within the Department's jurisdiction.

12. No amendments to, modifications 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 are notified in advance and agree 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 Regional Director, Office of Fair Housing and Equal Opportunity, Region IX. Any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.
13. The parties agree that, in the interest of speedily concluding this matter, this Agreement may be executed by the parties' signatures of consent on separate pages. The separate signed pages will be attached to the body of the Agreement to constitute one document. To avoid delay, the parties agree that signature pages received via facsimile will be considered official provided that the original copy of the signature page is forwarded to the Department immediately upon signing of the Agreement or within ten (10) days from the date of the Agreement. Both the original and faxed signature pages will be retained in the official case file.
14. In exchange for the compliance with the provisions of this Agreement, the Complainants hereby forever waives, releases, and covenants not to sue the Respondents, their heirs, executors, assigns, agents, employees and 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 09-08-0523-8 (Title VIII), 09-08-0523-6 (Title VI), and 09-08-0523-9 (Section 109) or which could have been filed in any action or suit arising from said subject matter.
15. In exchange for the compliance with the provisions of this Agreement, the Respondents hereby forever waives, releases, and covenants not to sue the Department or Complainants, its heirs, executors, assigns, agents, employees and 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 09-08-0523-8 (Title VIII), 09-08-0523-6 (Title VI), and 09-08-0523-9 (Section 109) or which could have been filed in any action or suit arising from said subject matter.

Conciliation Agreement

Harrison v. Alameda Development Corp., et al.

HUD Case Nos.: 09-08-0523-8, 09-08-0523-6 & 09-08-0523-9

**F. Non-Retaliation**

16. 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 and other Authorities. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.

**G. Relief for Complainants**

17. Respondents agree to take the following action, and as set forth in this Agreement, will provide the Department with written certification that this requirement has been met:
18. Respondent Alameda Development Corporation agrees to tender the amount of \$5,000.00 (Five Thousand and no/100 dollars) to the Complainants. Said payment is to be made in the form of a cashier's check payable to James and Gwendolyn Harrison and mailed directly to: James and Gwendolyn Harrison, 226 Emory Oak Place, Lathrop, CA 95330 within ten (10) days of the effective date of this Agreement.
19. A copy of the check shall be forwarded to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Attention: Conciliation Review, 600 Harrison Street 3<sup>rd</sup> Floor, San Francisco, CA 94107 within ten (10) days of the effective date of this Agreement.

**H. Relief in the Public Interest**

20. Within thirty (30) days of the effective date of this Agreement, Respondents shall inform all of its agents and employees responsible for compliance with this Agreement, including any officers and board members, of the terms of this Agreement and shall provide each such person with a copy of this Agreement.

**I. Monitoring**

21. Complainants and Respondents agree that the Department shall monitor compliance with the terms and conditions specified in this Agreement. As part of such monitoring, the Department may inspect Respondent's property identified in Section A of this Agreement, interview witnesses and copy pertinent records of the Respondents. Respondents agree to provide its full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

**J. Reporting and Recordkeeping**

22. All required certifications and documentations of compliance with the terms of this Agreement shall be submitted to:

U.S. Department of Housing and Urban Development  
Fair Housing Enforcement Center  
ATTENTION: CONCILIATION REVIEW  
600 Harrison Street, Third Floor  
San Francisco, CA 94107-1387

**K. Consequences of Breach**

23. The parties understand that if the Department has reasonable cause to believe that the 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 472 U.S.C. 3610(c).

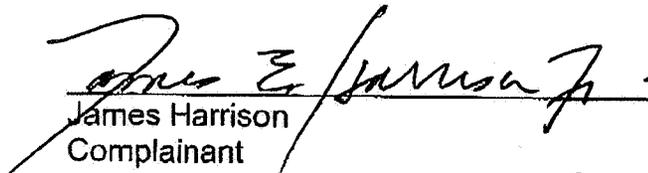
Conciliation Agreement

Harrison v. Alameda Development Corp., et al.

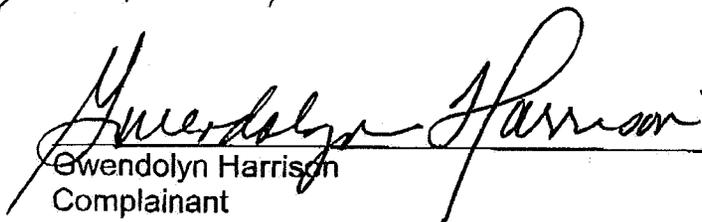
HUD Case Nos.: 09-08-0523-8, 09-08-0523-6 & 09-08-0523-9

**SIGNATURE PAGE**

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

  
 \_\_\_\_\_  
 James Harrison  
 Complainant

5.7.08  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Gwendolyn Harrison  
 Complainant

5/7/08  
 \_\_\_\_\_  
 Date

\_\_\_\_\_

Howard Garfield  
 for: Alameda Development Corp.  
 Respondent

\_\_\_\_\_

Date

\_\_\_\_\_

Howard Garfield  
 for: Dan Lachman, Executive Director  
 Alameda Development Corp.  
 Respondent

\_\_\_\_\_

Date

Conciliation Agreement  
Harrison v. Alameda Development Corp., al.  
HUD Case Nos.: 09-08-0523-8, 09-08-0523-6 & 09-08-0523-9

**SIGNATURE PAGE**

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

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James Harrison Date  
Complainant

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Gwendolyn Harrison Date  
Complainant

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 *May 9, 2008*  
Howard Garfield Date  
for: Alameda Development Corp.  
Respondent

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 *May 9, 2008*  
Howard Garfield Date  
for: Dan Lachman, Executive Director  
Alameda Development Corp.  
Respondent

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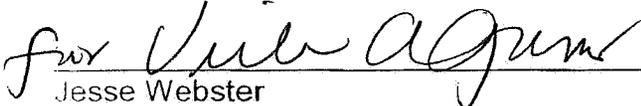
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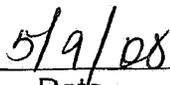
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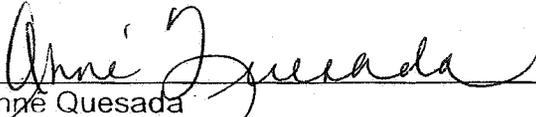
**RECOMMEND APPROVAL OF THIS AGREEMENT**

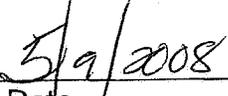
  
\_\_\_\_\_  
Janice M. McConico  
Equal Opportunity Specialist  
Office of Fair Housing and Equal Opportunity (FHEO)

  
\_\_\_\_\_  
Date

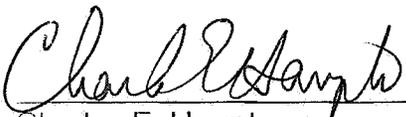
  
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Jesse Webster  
Chief, Enforcement Branch  
San Francisco Program Center  
Office of Fair Housing and Equal Opportunity (FHEO)

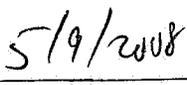
  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Anne Quesada  
Director  
San Francisco Program Center  
Office of Fair Housing and Equal Opportunity (FHEO)

  
\_\_\_\_\_  
Date

**APPROVED ON BEHALF OF THE SECRETARY**

  
\_\_\_\_\_  
Charles E. Hauptman  
Regional Director  
Office of Fair Housing and Equal Opportunity (FHEO)

  
\_\_\_\_\_  
Date