



CONCILIATION AGREEMENT

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

Complainant:

**Michael Felchlin
645 Front Street, #1104
San Diego, CA 92101**

Respondents:

**Lambert Development LLC
11878 La Grange Avenue
Los Angeles, CA 90025**

and

**Roel Construction Co., Inc.
3366 Kurtz Street
San Diego, CA 92110**

and

**Carrier Johnson Architects
1301 Third Avenue
San Diego, CA 92101**

Effective Date of Agreement: 6/01/2005

Expiration Date of Agreement: 6/01/2008

**HUD Case No.: 09-03-0331-8
HUD Date Filed: March 7, 2003**

I. GENERAL PROVISIONS

1. On March 7, 2003, Michael Felchlin (hereinafter "the Complainant") filed a complaint under the Fair Housing Act and Title VIII of the Civil Rights Act of 1968, as amended (hereinafter "the Act") (42 U.S.C. 3600 et seq.) against Lambert Development LLC, Roel Construction Co., Inc., and Carrier Johnson (hereinafter "the Respondents"). On June 8, 2004, Complainant amended his complaint to include allegations of retaliation (the original and amended complaint are hereinafter referred to as "the Complaint"). Respondents having been named in and served with a copy of the Complaint, and the Secretary of the United States Department of Housing and Urban Development (hereinafter "the Department"), having undertaken an investigation of the Complaint, herein agree that the Complaint and any claims arising from or in any way related to the subject matter of the Complaint along with any known or unknown claims related to the subject matter arising of the Complaint by the Department (hereinafter the "Disputed Matters") be conciliated under the following terms and conditions.
2. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint and all Disputed Matters. 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.
3. 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 under the Department's jurisdiction.
4. The parties agree that in the interest of concluding this matter, this Agreement may be executed by the parties' signatures 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 10 days from the date of the Agreement. Both the original and faxed signature pages will be retained in the official case file.

5. This Agreement will become effective on the date it is signed by the Director, Region IX, Office of Fair Housing and Equal Opportunity. The Director, acting on behalf of the Secretary, retains authority to approve or disapprove this Agreement.
6. The term of this Agreement shall be three years from the date it becomes effective.
7. This Agreement is binding upon the U.S. Department of Housing and Urban Development, the Complainant and their successors and assigns, the Respondents, their employees, heirs, successors and assigns.
8. Pursuant to Section 810(b)(4) of the Act, this Agreement shall become a public document. However, the Department will hold confidential all information of a personal or financial nature concerning parties to this Agreement that is not contained in the body of the Agreement.
9. 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 to the Agreement are notified in advance of the proposed amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing and agreed to by Respondents; (c) the amendment, modification, or waiver is approved and signed by the Respondents and the Department. Any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

II. MUTUAL RELEASE

10. In exchange for the Respondents' compliance with the provisions of this Agreement, Complainant and the Department will and hereby do forever waive, release, and covenant not to sue the Respondents, or pursue any administrative action against the Respondents, with respect to the Disputed Matters or any matters, which were alleged in or were within the scope of the allegations of the subject complaint filed with the Department.

In exchange for the Complainant and the Department signing this Agreement, the Respondents hereby do forever waive, release, and covenant not to sue the Complainant, the Department's employees, or the Department, or pursue any administrative action against them relating to the Disputed Matters.

11. This release does not apply to any rights arising from either parties' failure to comply with the terms of this Agreement or to other complaints or matters of compliance which may be pending with the Department that do not relate to the Renaissance Condominium Project located at 645 Front Street, San Diego, California (hereinafter the "Renaissance").
12. In consideration of the execution of this Agreement, Complainant and the Department will forever waive, release, and covenant not to sue the Respondents and 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 or in any fashion related to the subject matter of HUD case number 09-03-0331-8, the Disputed Matters, or which could have been filed in any action or suit arising from said subject matter.

III. NON-RETALIATION

13. Respondents agree not to retaliate against or interfere with Complainant, or any other persons, on account of their having filed, or aided in the filing of, the complaint which led to this Agreement or in the exercise of any right under the Act or on account of their having aided or encouraged any other person in the exercise or enjoyment of their rights under the Act.

IV. RELIEF FOR COMPLAINANT

14. Respondents shall pay all settlement proceeds into the Accessibility Fund described below in paragraph 16 of this Agreement and no additional funds will be requested from Respondents, for any purpose whatsoever. The Department or its designee shall be responsible for facilitating payment based on proof of damages in the sum of \$95,000.00 to Complainant from the Accessibility Fund. Said payment to the Complainant is to be made in the form of a cashier's check payable to Michael Felchlin and mailed to the Complainant at 645 Front Street, #1104, San Diego, CA 92101 within 60-days of execution of this Agreement.
15. The Department and Complainant hereby acknowledge, understand and agree that Complainant's recovery against Respondents is limited exclusively to those monies paid to Complainant by the Department pursuant to Paragraph 14.

V. CORRECTIVE ACTIONS

16. Within forty-five days of the date this Agreement becomes effective, the Respondents agree to pay the sum of One Million Two Hundred Thousand Dollars (\$1,200,000) into a fund (referred to herein as the "Accessibility Fund") established by the Department to pay the Complainant as provided in paragraph 14 above, and to pay for the cost of making modifications to individual dwelling units at the Renaissance. These modifications will be made solely for the purpose of making dwelling unit features accessible for disabled persons pursuant to Fair Housing Act's design and construction guidelines (published in the Federal Register on March 6, 1991, volume 56, number 44).

The parties agree that the monies paid into the Accessibility Fund shall be administered by the Department for the purpose of making any and all modifications to the dwelling units at the Renaissance including those modifications set forth in Appendix B. Respondents shall only make the modifications to the public and common use areas set forth in Appendix A.

The Department shall enter into an agreement with an entity (Entity) for purposes of administering the Accessibility Fund, and taking the corrective actions described in this Section and Appendix B with respect to the dwelling units in order to bring those areas and units into compliance with the requirements of the Act and the Guidelines, as set forth below. The Department shall monitor the Entity to insure it carries out the corrective actions specified, until the subject fund is exhausted. The Accessibility Fund shall be solely administered by the Entity in a manner that maximizes accessibility for people with disabilities at the Renaissance.

The parties have made a good faith estimate that One Million Two Hundred Thousand Dollars (\$1,200,000) less the Complainant's distribution is adequate to satisfy the potential number of requests at the Renaissance for the accessibility retrofits. After completion of all corrective work identified in subsection B below, or after the end of two years, whichever is later, any balance remaining in the Accessibility Fund shall be disbursed to non profit organizations, such as the Fair Housing Council of San Diego, that provide residential accessible design and construction services or advocate for the disabled community of the City of San Diego. In the event that there are no such organizations at the time of disbursement, the Accessibility Fund shall be disbursed to the United States Treasury. The Respondents shall not be required to pay any

additional moneys to the Accessibility Fund for purposes of performing the corrective actions required pursuant to this Section of this Agreement.

A. Public and Common Use Areas:

1. Within one hundred eighty (180) days from the date of execution of this Agreement, modifications to the public and common use areas of The Renaissance shall commence as specified in Appendix A. These modifications shall be completed within 1 year of the date this Agreement becomes effective. The Respondents shall pay all expenses associated with those modifications without using any money from the Accessibility Fund.

B. Dwelling units:

1. Within one hundred eighty (180) days of the date this Agreement becomes effective, the Respondents shall provide initial written notice as provided at Appendix C to all current homeowners of dwelling units at the Renaissance, stating that all of the modifications to their unit specified at Appendix B are available to them without cost up to a certain amount for a two year period commencing on the date this Agreement becomes effective. The notice shall also inform them that for a two-year period commencing on the date this Agreement becomes effective, retrofits are available to new owners at no cost to them up to a certain amount until the fund is exhausted.
2. After the execution of this Agreement, the Respondents have no duty to perform any interior accessibility retrofits or modifications to dwelling units, including, but not limited to, the modifications set forth in Appendix B.
3. Requests for retrofits shall be made in writing to the designated Entity using a form supplied by the Department.
4. The designated Entity shall use its best efforts to complete the retrofits with one opportunity per dwelling unit, and on a first come, first served basis within a reasonable period of the request, until the Accessibility Fund is exhausted.

VI. NON-DISCRIMINATION IN FUTURE DESIGN AND CONSTRUCTION

17. For the 12-month time periods ending on December 1, 2005, December 1, 2006 and finally on December 1, 2007 (i.e., "reporting periods"), the Respondents shall submit annual reports to the Department, within 30 days of each of these dates, the following information:
- (a) For Respondent Lambert Development LLL ("Lambert"): The name and address of any covered multi-family dwelling complex for which construction begins during the reporting period and in which Lambert has a 50% or larger ownership share.
 - (b) For Roel Construction Co. Inc. ("Roel"): The name and address of any covered multi-family dwelling complex for which construction begins during the reporting period and in which Roel is the general contractor.
 - (c) For Carrier Johnson Architects ("C-J"): The name and address of any covered multi-family dwelling complex for which design begins and concludes during the reporting period and in which C-J is the principal designer.

The Respondents shall submit the information to the Director, Region IX, Office of Fair Housing and Equal Opportunity, at the location identified in Section XI of this Agreement.

VII. PUBLIC NOTICE OF NON-DISCRIMINATION POLICY

18. For the duration of this Agreement the Respondents shall post and prominently display the Federal Fair Housing Logo, as described in 24 CFR Part 110, in residential sales offices operated by them, if any.
19. For the duration of this Agreement, in all future advertising in newspapers, and on pamphlets, brochures and other promotional literature regarding any new complexes that any Respondent may develop or construct, the Respondents shall place, in a conspicuous location, a statement such as the dwelling units include accessibility features.

20. Within 30 days of the execution of this Agreement, the Respondents shall provide a copy of this Agreement to the Renaissance Homeowners' Association (hereinafter, "the HOA").

VIII. TIME FOR PERFORMANCE

21. Any time limits for performance imposed by this Agreement may be extended by the mutual agreement of the Department and the relevant Respondents.

IX. COMPLIANCE

22. Complainant 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 examine and copy pertinent records of the Respondents on reasonable notice and at any reasonable time during the term of this Agreement.
23. The parties understand that if the Department has reasonable cause to believe that this Agreement has been breached, the Department shall refer the matter to the Attorney General for enforcement of the terms of this Agreement pursuant to 42 USC 3610(c)

X. ADDITIONAL MONITORING REQUIREMENTS

24. For the duration of this Agreement, the Respondents are required to preserve all records related to this Agreement regarding the Renaissance. Upon reasonable notice to these Respondents with respect to the Renaissance, the Department shall be permitted to inspect and copy any of the Respondents' non-privileged records relating to the Renaissance.
25. Within one year of the execution of this Agreement, the Respondents shall submit a certification to the Department that specifies the common area retrofits identified in Section 16A and ~~Appendix A~~ of this Agreement that have been completed.

XI. REPORTS AND RECORD KEEPING

Conciliation Agreement

Felchlin vs. Lambert Development LLC, Roel Construction Co. Inc., and Carrier Johnson

HUD Case No. 09-03-0331-8

26. This Agreement contains specific actions that are required of the Complainant, Department and Respondents. These actions must be completed within the specified time frames and the Department must verify satisfactory completion. It is understood that this Agreement may serve as the parties' sole notice of the required contents and deadlines. Failure to provide documentation of compliance with the terms of this Agreement constitutes a breach of the Agreement, and may result in referral of the matter to the Attorney General for enforcement proceedings without further notice.

27. As directed by this Agreement, all required certifications and documentation of Compliance must be submitted to:

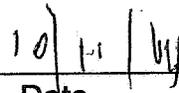
U.S. Department of Housing and Urban Development
Fair Housing Enforcement Center
ATTENTION: CONCILIATION REVIEW
San Francisco Regional Office – Region IX
600 Harrison Street, Third Floor
San Francisco, CA 94107-1300

28. This Agreement does not in any way limit or restrict the Department's authority to investigate any subsequent complaints involving Respondents made pursuant to the Act or any other authority within the Department's jurisdiction.

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SIGNATURE PAGE

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



Michael Felchlin
Complainant

Date

SIGNATURE PAGE

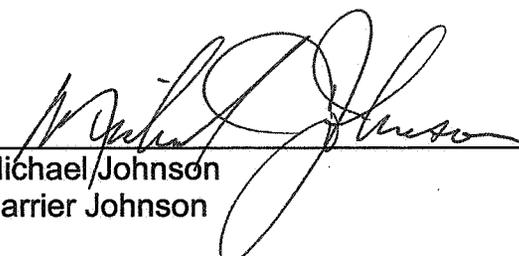
These signatures attest to the approval and acceptance of this Enforcement Agreement.

Henry Lambert
Lambert Development LLC

Date

Kevin Elliott
Roel Construction Co., Inc.

Date



Michael Johnson
Carrier Johnson

12/14/09
Date

SIGNATURE PAGE

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

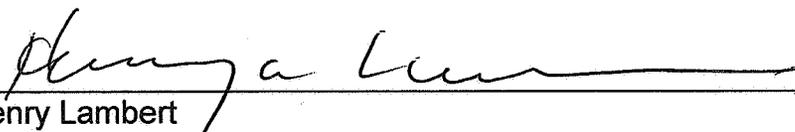
Henry Lambert Date
Lambert Development LLC


Kevin Elliott, President/COO 12/20/04
Roel Construction Co., Inc. Date

Michael Johnson Date
Carrier Johnson

SIGNATURE PAGE

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


Henry Lambert
Lambert Development LLC

12-29-2004
Date

Kevin Elliott
Roel Construction Co., Inc.

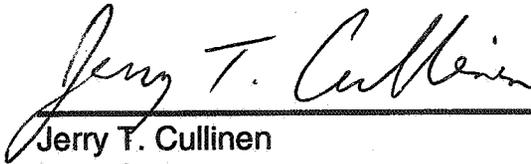
Date

Michael Johnson
Carrier Johnson

Date

SIGNATURE PAGE

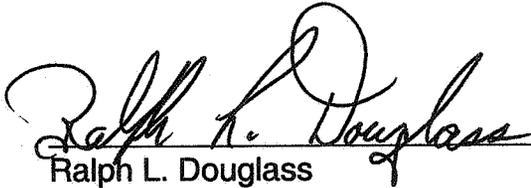
RECOMMEND APPROVAL OF THIS AGREEMENT:



5-25-05

Date

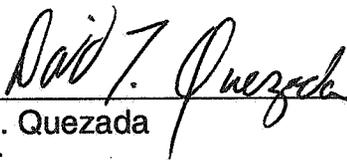
Jerry T. Cullinen
Investigator
Enforcement Branch, South
Office of Fair Housing and Equal Opportunity



05/26/05

Date

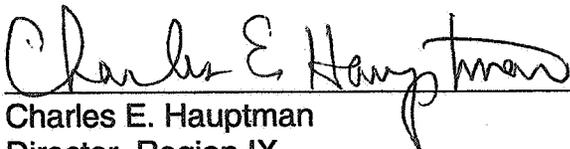
Ralph L. Douglass
Chief,
Enforcement Branch
Office of Fair Housing and Equal Opportunity



05-26-05

Date

David T. Quezada
Director,
Los Angeles Program Center
Office of Fair Housing and Equal Opportunity



6/01/2005

Date

Charles E. Hauptman
Director, Region IX
Office of Fair Housing and Equal Opportunity

APPENDIX A

FRONT STREET ENTRANCE TO MAILROOM:

- Modify secure system to allow more time to negotiate the system.
- Adjust closer as required.

MAIL ROOM:

- Replace threshold.
- Dedicate Lower mailbox units for use by individuals in wheelchairs.
- Replace outgoing mailbox for bulk mail with lower mailbox unit.
- Eliminate parcel locker J.
- Lower notice board.

EXTERIOR GLASS DOOR TO EXERCISE ROOM:

- Adjust closer.

INTERIOR CORRIDOR DOOR TO EXERCISE AND TOILET ROOMS:

- Adjust closer.

MENS TOILET ROOM AT SWIMMING POOL:

- Adjust door closer.
- Add a toilet paper dispenser.
- Allow required 18" spacing.
- Replace or modify faucets to become compliant.

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WOMENS TOILET ROOM AT SWIMMING POOL:

- Adjust door closer.
- Add a toilet paper dispenser.
- Modify vanity to provide proper knee clearance for a person in a wheelchair.
- Replace or modify faucets to become compliant.

ELEVATOR TO PARKING FROM LOBBY/CONCIERGE DESK IN NORTH TOWER:

- Add raised floor designations at height specified.

AREA RUGS IN LOBBY/CONCIERGE/SEATING AREAS:

- Secure edges at entire length of expose edges.

COMMON USE KITCHEN :

- Modify cabinetry at sink cabinet to allow a forward or side approach by a person in a wheelchair.

APPENDIX B

A message to Renaissance homeowners.

The Renaissance is dedicated to the principle of equal housing opportunity. The Federal Fair Housing Act requires that certain homes in newer multi family buildings are accessible to persons who are disabled.

We welcome people with disabilities and would like to make them as comfortable as possible. If you or any member of your household has a disability, the Renaissance may be able to assist you with a referral to an entity for the purpose of altering certain features of your home at no cost to you. You must make your request no later than [insert date which is two years from the effective date of this Agreement]. The cost of retrofitting your unit must not exceed \$5,000. A specific description of each feature and how it should be altered needs to be stated on the request form. Each dwelling unit is limited to one retrofit request approval. Reimbursement of retrofit costs will be limited to project costs identified in professional cost estimation reference material (such as "Simsol Software for Adjusters" or "Means Residential Repair and Remodeling Costs").

Depending on your situation and the particular features of your home, the available alterations may include the following:

Kitchen:

- Remounting electrical outlets in the kitchen to a lower level so the upper receptacle is 46 inches above the finished floor.
- Relocating the kitchen range so it is accessible to a person in a wheelchair or replacing it with an accessible cooktop and a separate accessible oven.
- Removing the base cabinet of the kitchen sink to provide a forward approach to the sink for a person in a wheelchair.

Bathroom:

- Reversing the swing of the bathroom door to create more space in the bathroom.
- Removing the base cabinet of the lavatory to provide a forward approach for a person in a wheelchair.
- Installing reinforcements in bathroom walls for grab bars.

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Interior doors:

- Replacing a door's hinges with reverse hinges (i.e., double hinges) to create a doorway width clearance of at least 31 5/8".
- Widening the doorways to the bathroom, walk in closet, or bedroom for a width clearance of at least 31 5/8".

Sliding glass door:

- Installing a hard rubber mat with beveled edges on the floor of the interior of the dwelling unit next to the sliding glass door to provide access to the patio.

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APPENDIX C

**IMPORTANT NOTICE TO OWNERS OF
THE RENAISSANCE CONDOMINIUMS**

The United States Department of Housing and Urban Development (the Department) has settled a complaint of housing discrimination involving allegations that the Renaissance Condominium project was designed and constructed with features that do not meet the disability accessibility requirements of the Federal Fair Housing Act, as amended [42 U.S.C. § 3604 (f) (3) (c)] (a federal civil rights law).

If you or anyone you know has been harmed in any way by a lack of accessible features in the Renaissance, please provide a specific description of how and when this occurred and submit your information to the Department at the following address:

U.S. Department of Housing and Urban Development
Fair Housing Enforcement Center
ATTENTION: CONCILIATION REVIEW
San Francisco Regional Office – Region IX
600 Harrison Street, Third Floor
San Francisco, CA 94107-1300

You can contact our office at 1-800-347-3739.