



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

**TITLE VIII**

**CONCILIATION AGREEMENT**

Between

Redacted  
Redacted  
(Complainants)

and

**Mark Lopez**  
**EMNA Management, Inc.**  
**Highland Downs, LLC**  
(Respondents)

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

HUD CASE NAME: Redacted v. *Highland Downs, LLC, et al.*  
HUD CASE NUMBERS: 09-18-2904-8

HUD Date Filed: June 19, 2018

Effective Date of Agreement: 2/1/2019

Expiration Date of Agreement: 60,1,940aa

**A. PARTIES AND SUBJECT PROPERTY**

**Complainants**

Redacted  
[Redacted]  
[Redacted]

[Redacted]  
[Redacted]  
[Redacted]

**Respondents**

Mark Lopez (incorrectly identified as "Marc Lopez" in the subject complaint)  
EMNA Management, Inc.  
600 Spring Road  
Moor Park, CA 93201

EMNA Management, Inc.  
600 Spring Road  
Moor Park, CA 93201

Highland Downs, LLC  
1313 Highland Avenue  
Duarte, CA 91010

**Subject Property**

Highland Downs Apartments  
1313 Highland Avenue  
**Duarte, CA 91010**

**B. STATEMENT OF FACTS**

A complaint was filed on June 19, 2018, with the United States Department of Housing and Urban Development ("the Department") alleging that the Complainants were injured by Respondents' discriminatory acts. Complainants alleged that the Respondents violated subsections 804(f)(1)(A), 804(f)(2)(A), 804(f)(3)(B) and 818 of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 ("the Act"). Respondents deny having discriminated against Complainants but agree to settle the complaint by entering into this Conciliation Agreement.

**C. TERM OF AGREEMENT**

1. This Conciliation Agreement ("Agreement") shall govern the conduct of the parties to it

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 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 her designee.
3. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director, San Francisco Region, or her 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 law and 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 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 her designee, is binding upon Respondents, their employees, heirs, successors and assigns.
8. It is understood that, pursuant to subsection 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or her 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 Respondent 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 her designee.
11. The parties agree that the execution of this Agreement may be accomplished by

executions of consent 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 Mark Lopez, Manager of EMNA Management, Inc., (property management), is made with the authority and on behalf of Respondents EMNA Management, Inc., and Highland Downs, LLC.
13. Complainants hereby forever waive, release, and covenant not to sue the Department or Respondents, their heirs, executors, successors, assigns, agents, officers, board members, employees, or attorneys with regard to any and all claims, damages, or injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 09-18-2904-8, or which could have been filed in any action or suit arising from said subject matter.
14. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainants, their heirs, executors, successors, assigns, agents, officers, board members, employees, or attorneys with regard to any and all claims, damages, or injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 09-18-2904-8, or which could have been filed in any action or suit arising from said subject matter.

#### F. RELIEF FOR COMPLAINANTS

15. Respondents agrees to pay Complainants \$6,000 within fifteen (15) days of the effective date of this Agreement. Payment will be in the form of a certified check or business check made payable to Redacted ] and mailed to Redacted Redacted. Respondents will provide a copy of the check to the Department within twenty (20) days of the effective date of this Agreement.

#### G. RELIEF IN THE PUBLIC INTEREST

16. Respondents agree that within ninety (90) days of the effective date of this Agreement, all leasing and management staff who work with tenants at the Subject Property shall attend a live training session on fair housing and reasonable accommodations (minimum of three (3) hours) provided by a fair housing agency or other qualified trainer, subject to prior approval by the Department. Respondents will provide the Department written certification that the training has been completed, along with a list of the attendees, within one hundred (100) days of the effective date of this Agreement.
17. Respondents, within sixty (60) days of the effective date of this Agreement, shall adopt a Fair Housing policy, subject to prior review by the Department, to include information on reasonable accommodations, and will provide the updated policy to all leasing and management staff and to all existing residents of the Subject Property. Respondents will, within ninety (90) days of the effective date of this Agreement, provide the Department with a distribution list or other evidence that all leasing and management staff and all existing residents have been provided the updated policy.

18. Respondents agree **to** comply with all the provisions of the Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988. Respondents acknowledge that the Fair Housing Act makes it unlawful to discriminate on the basis of race, color, national origin, religion, sex, familial status, or disability, and further makes it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford people with disabilities an equal opportunity to use and enjoy a dwelling.

## **H. MONITORING**

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

## **I. REPORTING AND RECORDKEEPING**

20. All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing and Urban Development  
Fair Housing Enforcement Center  
ATTENTION: COMPLIANCE OFFICER  
One Sansome Street, Suite 1200  
San Francisco, CA 94104

## **J. CONSEQUENCES OF BREACH**

21. 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 subsections 810(c) and 814(b)(2) of the Act.

Redacted

**COMPLAINANTS' SIGNATURES**

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

Complainant

Date

Complainant

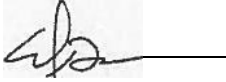
Date

Conciliation Agreement

**Redacted** Highland Downs, LLC, et al., 09-18-2904-8

**RESPONDENTS' SIGNATURES**

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



Date

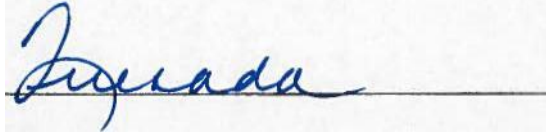
Mark Lopez,  
Manager of EMNA Management, Inc.  
On Behalf of Respondents:  
Mark Lopez  
EMNA Management, Inc.  
Highland Downs, LLC

Conciliation Agreement

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APPROVAL

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

/ 4 U  \_\_\_\_\_ Date \_\_\_\_\_  
Anne Quesada  
Regional Director  
Office of Fair Housing and  
Equal Opportunity