



UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

Inland Fair Housing & Mediation Board
(Complainant)

and

PAMA Management Inc
IE Rental Homes Inc
Nijjar Realty Inc
Group IV Pomona Properties Ltd
Horn TR
The Park Village Apts 0332 PS
Cobra-28 Limited Partnership
Group II Azusa Properties Ltd
Porto Management Inc
Group XIV Properties LP
Sabraj Nijjar
(Respondents)

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

HUD CASE NAME: *IFHMB v. PAMA Management Inc. et al.*
HUD CASE NUMBERS: 09-18-2663-8

HUD Date Filed: May 29, 2018

Effective Date of Agreement: _____

Expiration Date of Agreement: _____

A. PARTIES AND SUBJECT PROPERTY

Complainant

Inland Fair Housing & Mediation Board (IFHMB)
1500 S. Haven Avenue, 100
Ontario, CA 91762

Respondents

PAMA Management Inc
4900 Santa Anita Avenue, Suite 2C
El Monte, CA 91731

Nijjar Realty, Inc
4900 Santa Anita Avenue, Suite 2C
El Monte, CA 91731

IE Rental Homes Inc
248 E. Highland Avenue
San Bernardino, CA 92404

Group IV Pomona Properties Ltd
1254 E. Elma Street
Ontario, CA 91764

HORN TR
9215 Date Street
Fontana, CA 92335

The Park Village Apts 0332 PS
4900 Santa Anita Avenue, Suite 2C
El Monte, CA 92335

Cobra-28 Limited Partnership
4900 Santa Anita Avenue, Suite 2C
El Monte, CA 91731

Group II Azusa Properties Ltd
4900 Santa Anita Avenue, Suite 2C
El Monte, CA 91731

Porto Management Inc
2450 Elden Avenue, Suite G
Costa Mesa, CA 92627
Group XIV Properties LP

4900 Santa Anita Avenue, Suite 2C
El Monte, CA 91731

Sabraj Nijjar
4900 Santa Anita Avenue, Suite 2C
El Monte, CA 91731

Subject Properties

9215 Date Street
Fontana, CA 92335

1830 E. Kingsley Avenue
Pomona, CA 91761

10033 Juniper Avenue
Fontana, CA 92335

206 Alvarado Street
Pomona, CA 91767

16775 San Bernardino Avenue
Fontana, CA 92336

1254 E. Elma Street
Ontario, CA 91764

B. STATEMENT OF FACTS

A complaint was filed on May 29, 2019, with the United States Department of Housing and Urban Development (“the Department”) alleging that the Complainant was injured by Respondents’ discriminatory acts. Complainant alleged that the Respondents violated subsections 804(f)(1), 804(f)(2), 804(f)(3)(B) 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 Complainant 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 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 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 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 her designee.
11. The parties agree that the execution of this Agreement may be accomplished by separate 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 Sherri Wilson is made with the authority and on behalf of all Respondents.

13. Complainant hereby forever waives, releases, and covenants 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 09-18-2663-8, 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 Complainant, 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 09-18-2663-8, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

15. Respondents agree to pay Complainant \$15,000 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 “Inland Fair Housing & Mediation Board” and mailed to 1500 S. Haven Avenue, 100, Ontario, CA 91762. Respondents will provide a copy of the check to the Department within thirty (30) days of the effective date of this Agreement.

G. RELIEF IN THE PUBLIC INTEREST

16. 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.
17. Respondents agree to have staff, who interact with tenants and potential tenants and/or make decisions about tenancy and reasonable accommodations, attend and complete the next Fair Housing Training class to be conducted by the Department at its Region IX office. This training is free of charge and scheduled as follows:

Date: Wednesday, September 18, 2019
Time: 9:00 a.m. – 12:00 p.m.
Location: U.S. Department of Housing and Urban Development
Santa Ana Field Office
Federal Building
34 Civic Center Plaza, Room 7015
Santa Ana, CA 92701

To show compliance with this paragraph, Respondents agree that all required staff

members as described above will sign the sign-in sheet at the beginning of the Fair Housing training class, which will serve as their certificate of completion.

18. Respondents, within thirty (30) days of the effective date of this Agreement, shall modify their Fair Housing policies, subject to prior review by the Department, to include information on reasonable accommodations, modifications, and service animals and will provide the updated policy to all leasing and management staff at all properties owned and/or managed by Respondents. Respondents will, within sixty (60) days of the effective date of this Agreement, provide the Department with a distribution list showing all properties owned and/or managed by Respondents and all leasing and management staff employed at those properties along with confirmation that all staff have received the updated policies.
19. Respondents agree to, within ten (10) days of the effective date of this Agreement, begin to maintain a log of all reasonable accommodation and modification requests made by residents of all properties owned and/or managed by Respondents and all actions taken in response to the accommodation requests. While maintaining such a log is a best practice for all housing providers, Respondents agree to maintain the log for a period of no less than one (1) year from the effective date of this Agreement, and Respondents will provide the Department with a copy of the reasonable accommodation request logs for all of the properties they own and/or manage at intervals of ninety (90) days from the effective date of this Agreement (at 90 days, 180 days, 270 days, and 360 days).
20. Respondents agree to ensure that all leasing, property manager, maintenance, and management staff, who speak with potential and current tenants at all properties owned and/or managed by Respondents, will be able to communicate in English or other languages by obtaining oral translation if necessary, so as not to discriminate against potential tenants based on national origin. It is understood that Respondents have changed their procedure by directing all staff with Limited English Proficiency to place English speaking callers on hold and create a three-way conference call with their local office for oral interpretation. Respondents agree to provide a copy of the new policy to the Department within ten (10) days of the effective date of this Agreement.

H. MONITORING

21. 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, 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

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

U.S. Department of Housing and Urban Development
ATTENTION: Jamie Rodney
U.S. Department of Housing & Urban Development
Office of Fair Housing & Equal Opportunity
Santa Ana Federal Building
34 Civic Center Plaza, Room 7015
Santa Ana, CA 92701

J. CONSEQUENCES OF BREACH

23. 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.

COMPLAINANT'S SIGNATURE

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

Carmen I. Garcia, CEO
Inland Fair Housing & Mediation Board (IFHMB)
Complainant

Date

RESPONDENTS' SIGNATURES

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

Sherri Wilson Date
Vice President Head of Human Resources, PAMA Management Inc.

On Behalf of Respondents:

PAMA Management Inc
IE Rental Homes Inc
Nijjar Realty, Inc
Group IV Pomona Properties Ltd
HORN TR
The Park Village Apts 0332 PS
Cobra-28 Limited Partnership
Group II Azusa Properties Ltd
Porto Management Inc
Group XIV Properties LP
Sabraj Nijjar

APPROVAL

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

Anné Quesada
Regional Director
Office of Fair Housing and
Equal Opportunity

Date