



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

**TITLE VIII**

**CONCILIATION AGREEMENT**

**between**

**Redacted Name**

**Fair Housing Advocates of Northern California ("FHANC")**

(Complainants)

**and**

**EAH, Inc.**

**Turina Associates, LP**

**Oswaldo Rodriguez**

**Stacey Smith-Tarachow (named in the complaints as Tracy LNU)**

(Respondents)

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

**FHEO CASES: Redacted Name v. Turina Associates, LP, et al. 09-20-9080-8  
FHANC v. Turina Associates, LP, et al. 09-20-9081-8**

**HUD DATE FILED: December 11, 2019**

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

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

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

Complainants

Redacted Name

c/o Fair Housing Advocates of Northern California  
1314 Lincoln Avenue, Suite A  
San Rafael, CA 94901

Fair Housing Advocates of Northern California  
1314 Lincoln Avenue, Suite A  
San Rafael, CA 94901

Respondents

Turina Associates, LP  
2169 E. Francisco Blvd., Suite B  
San Rafael, CA 94901

EAH, Inc.  
2169 E. Francisco Blvd., Suite B  
San Rafael, CA 94901

Oswaldo Rodriguez  
EAH, Inc.  
2169 E. Francisco Blvd., Suite B  
San Rafael, CA 94901

Stacey Smith-Tarachow (named in the complaints as Tracy LNU)  
EAH, Inc.  
2169 E. Francisco Blvd., Suite B  
San Rafael, CA 94901

Julio Martinez Villalobos  
65 Alameda De La Loma  
Novato, CA 94949

Subject Property

10 La Brea Way  
San Rafael, CA 94903

**B. STATEMENT OF FACTS**

In complaint number 09-20-9080-8, filed with the United States Department of Housing and Urban Development (“the Department” or “HUD”), Complainant Redacted Name

## Conciliation Agreement

Redacted Name v. Turina Associates, LP, et al. 09-20-9080-8

FHANC v. Turina Associates, LP, et al. 09-20-9081-8

Redacted Name (“Redacted Name”) alleged that she and her adult children, Redacted Name and Redacted Name, were injured by discriminatory acts of Respondents Turina Associates, LP (“Turina”), EAH, Inc. (“EAH”), Oswaldo Rodriguez (“Rodriguez”), Julio Martinez Villalobos (“Martinez”) and Stacey Smith-Tarachow Tracy LNU<sup>1</sup> (“Smith-Tarachow”). Complainant Redacted Name alleged that Turina, EAH, Rodriguez, Martinez, and Smith-Tarachow violated §804(a), §804(b), §804(c), §804(f)(1), §804(f)(2), §804(f)(3)(B) and §818 of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (“the Act”), on the basis of sex and disability by permitting Martinez to sexually harass her, engaging in retaliatory acts after she reported the harassment by Martinez, denying her accommodation request, evicting her household and making discriminatory statements.

In complaint number 09-20-9081-8, filed with the Department, Complainant Fair Housing Advocates of Northern California (“FHANC”) alleged violations of §804(a), §804(b), §804(c), §804(f)(1), §804(f)(2), §804(f)(3)(B) and §818 of the Act. FHANC alleged that it intervened on behalf of Complainant Redacted Name and engaged in education and outreach activities to counteract the effects of the acts of Respondents Turina, EAH, Rodriguez, Martinez, and Smith-Tarachow, thus diverting its resources and experiencing frustration of its mission.

Respondents Turina, EAH, Rodriguez and Smith-Tarachow strenuously deny the allegations contained in the complaints of Complainant Redacted Name and Complainant FHANC (jointly, “Complainants”), in their entirety, including any allegation that Respondents Turina, EAH, Rodriguez and Smith-Tarachow engaged in any conduct constituting a violation of any fair housing law. Respondents Turina, EAH, Rodriguez and Smith-Tarachow further deny that Respondents Turina, EAH, Rodriguez and Smith-Tarachow discriminated against Complainant Redacted Name on the basis of sex, disability or any other protected classification or that they engaged in, facilitated and/or condoned any harassing and/or retaliatory conduct. Respondents Turina, EAH, Rodriguez and Smith-Tarachow maintain that after Complainant Redacted Name first reported alleged harassment in or around June 2018, Respondent EAH conducted a thorough investigation, which investigation failed to substantiate Complainant Redacted Name allegations.

Notwithstanding the foregoing, Complainants, Respondents Turina, EAH, Rodriguez and Smith-Tarachow agree to resolve the claims in the underlying actions by entering into this Conciliation Agreement.<sup>2</sup>

### C. TERM OF AGREEMENT

1. This is a Conciliation Agreement between the Complainants, named above, and Respondents Turina, EAH, Rodriguez and Smith-Tarachow (hereafter collectively, “Respondents”). As specifically stated herein, this Conciliation Agreement

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<sup>1</sup> Respondent Stacey Smith-Tarachow was named in the Complaints as Tracy LNU (Last Name Unknown). The parties understand and agree that Respondent Stacey Smith-Tarachow is the person named in the Complaints as Respondent Tracy LNU.

<sup>2</sup> Martinez did not respond to the Complaints and is not a party to 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, or her designee.

#### **E. GENERAL PROVISIONS**

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaints. 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 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 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 and Complainants, 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 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 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 Complainant Redacted Name will sign the Agreement. It is understood that the signature of Caroline ñttie, Executive Director, is made by and on behalf of Complainant FHANC. It is understood that Respondents Rodriguez and Smith-Tarachow will sign the Agreement. It is understood that the signature of Michael Farrel, Vice President of EAH Operations, is made by and on behalf of Respondents Turina and EAH.
  - a. It is understood that this Agreement will resolve the Complaints as to Respondent Martinez although he is not a signatory nor a party to this Agreement.
13. Complainants hereby forever waive, release, and covenant not to sue Martinez, the Department or Respondents, their heirs, successors, executors, assigns, agents, officers, 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 09-20-9080-8 and/or 09-20-9081-8, 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, successors, executors, assigns, agents, officers, 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 09-20-9080-8 and/or 09-20-9081-8, or which could have been filed in any action or suit arising from said subject matter.

#### **F. RELIEF FOR COMPLAINANTS**

15. Respondents will pay Complainant Redacted Name the sum total of Eight Thousand Six Hundred Sixty-Seven Dollars (\$8,667.00) in the form of a business check payable to "Redacted Name" and will deliver the check via overnight mail with tracking capability within fourteen (14) days of the effective date of this Agreement to Complainant Redacted Name at the following address: Redacted Name, Novato CA 94947.

To show compliance with paragraph F15, Respondents will provide a photocopy of the check and the overnight tracking information to the Department within thirty (30) days of the effective date of this Agreement. The photocopies should be sent to the Department at the email address specified in paragraph I23 of this Agreement.

16. Respondents will pay Complainant FHANC the sum total of Four Thousand Three Hundred Thirty-Three Dollars (\$4,333.00) in the form of a business check payable to “Fair Housing Advocates of Northern California” and will deliver the check via overnight mail with tracking capability within fourteen (14) days of the effective date of this Agreement to Complainant FHANC at the following address: Caroline Peattie, 11 Lomita Drive, Mill Valley CA 94941.

To show compliance with paragraph F16, Respondents will provide a photocopy of the check and the overnight tracking information to the Department within thirty (30) days of the effective date of this Agreement. The photocopies should be sent to the Department at the email address specified in paragraph I23 of this Agreement.

17. Respondents represent that it is their policy to provide a neutral landlord reference in response to any and all inquiries. Respondents agree to provide such a neutral landlord reference in response to any and all inquiries regarding Complainant Redacted Name tenancy. Said neutral reference will confirm: 1) that Complainant Redacted Name previously resided at the subject property; and 2) the dates of Complainant Redacted Name prior tenancy at the subject property.

To show compliance with paragraph F17, within thirty days of receiving a request by the Department to provide a copy of any landlord reference given regarding Complainant Redacted Name tenancy, Respondent EAH will provide a copy of the reference to Complainants’ representative and the Department at the email addresses specified in paragraph I23 of this Agreement.

## **G. RELIEF IN THE PUBLIC INTEREST**

18. Respondents represent that it is their policy to comply with all federal, state and local fair housing laws, which includes, but is not limited to, the Act. Consistent with this policy, Respondents agree to comply with all of the provisions of the Act, and specifically 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.
  - a. Respondents acknowledge that 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, because of race, color, religion, sex, familial status, national origin, or disability.
  - b. Respondents agree to treat all applicants and tenants equally without regard to sex and/or disability.
  - c. Respondents agree that their policies, procedures and rules shall comply with the Act and shall be implemented in a manner that complies with the Act.
  - d. Respondents acknowledge that the Act makes it unlawful to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of sex, disability, familial status, race, color, religion or national origin.

- e. Respondents acknowledge that 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 race, color, religion, sex, familial status, national origin, or disability, or an intention to make any such preference, limitation, or discrimination.
  - f. Respondents acknowledge that 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.
  - g. 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.
  - h. 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 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.
  - i. Respondents agree to process all complaints of harassment based on race, sex, disability, familial status, religion, national origin or color, received from tenants, applicants, program participants and/or employees in accordance with their Policy, the Act, and HUD's implementing regulations.
19. Respondents EAH and Turina agree to review and revise their rules, policies and procedures regarding responding to and investigating claims of potential sexual harassment of tenants and applicants, as necessary to comply with the Act. Respondents EAH and Turina agree to provide their proposed revised rules, policies and procedures as set forth above to Complainant FHANC and the Department within forty-five (45) days of the effective date of this Agreement such that Complainant FHANC will have the opportunity to provide feedback to Respondents EAH and Turina regarding the revisions. The material shall be sent to Complainant FHANC and to the Department at the email addresses specified in paragraph I23 of this Agreement. Complainant FHANC understands that if it wishes to provide feedback

on the above-referenced rules, policies, and procedures, it must do so within thirty (30) days of Respondents' submission of said rules, policies, and procedures. Respondents EAH and Turina agree to work cooperatively with Complainant FHANC to ensure that the rules, policies and procedures comply with the Act. Respondents EAH and Turina agree to implement the revised rules, policies and procedures within thirty (30) days of receipt of feedback from Complainant FHANC.

- (a) Within thirty (30) days of the revised rules, policies and procedures taking effect, Respondents EAH and Turina will notify all residents and applicants of the revised rules, policies and procedures in writing, in English and Spanish, by mail.

To show compliance with paragraph G19, within one-hundred and five (105) days of the effective date of this Agreement Respondents EAH and Turina will provide to the Department revised rules, policies and procedures that comply with the Act; evidence that it sent the proposed revised rules, policies and procedures to Complainant FHANC within forty-five (45) days of the effective date of this Agreement; and documentation of any communications between Complainant FHANC and Respondents regarding the revised rules, policies and procedures. To show compliance with paragraph G19(a), within sixty (60) days of the rules, policies and procedures going into effect, Respondents EAH and Turina will provide to the Department certification that it mailed the revised rules, policies and procedures to tenants and applicants. The documentation will be sent to the Department at the email address specified in paragraph I23 of this Agreement.

20. Within thirty (30) days of the date of the effective date of this Agreement. Respondent EAH shall post and maintain HUD fair housing posters relating to harassment, in English and Spanish, available at [https://www.hud.gov/sites/documents/NFHAHUD14\\_HARASSMENT\\_ENG.PDF](https://www.hud.gov/sites/documents/NFHAHUD14_HARASSMENT_ENG.PDF); and [https://www.hud.gov/sites/documents/NFHAHUD14\\_HARASSMENT\\_SP.PDF](https://www.hud.gov/sites/documents/NFHAHUD14_HARASSMENT_SP.PDF)) at the subject property in a conspicuous location where the posters can be viewed by tenants and prospective tenants.

To show compliance with paragraph G20, within sixty (60) days of the effective date of this Agreement, Respondent EAH will provide to the Department documentation showing that the posters were posted as described. The documentation will be sent to the Department at the email address specified in paragraph I23 of this Agreement.

21. Within one hundred eighty (180) days of the effective date of this Agreement, Respondents Rodriguez and Smith-Tarachow, along with any persons involved in the management of the subject property, will attend at least three (3) hours of training on fair housing, including coverage of the Act and its prohibitions against discrimination based on sex and disability, conducted by the Department at its Region IX office, located at One Sansome Street, Suite 1200, San Francisco, California 94104. The next such training is scheduled to be held from 10:00 a.m. until 2:00 p.m. on January 26,



2021<sup>3</sup>. Respondent EAH will contact the Department by email at [theresa.n.muley@hud.gov](mailto:theresa.n.muley@hud.gov) to register for the fair housing training class within twenty (20) days of the effective date of this Agreement.

To show compliance with paragraphs G21, the personnel specified above will sign in or log in at the beginning of the fair housing training class and obtain a certificate of completion from the Department at the conclusion of the fair housing training class.

## **H. MONITORING**

22. 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 their full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

## **I. REPORTING AND RECORDKEEPING**

23. 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). Where documentation is required by this Agreement to be emailed to Complainants' representative, it must be submitted by email to: [aura@fairhousingnorcal.org](mailto:aura@fairhousingnorcal.org).

## **J. CONSEQUENCES OF BREACH**

24. 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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<sup>3</sup> The specified personnel may attend remotely if that option is offered by the Department.

Conciliation Agreement

Redacted Name v. Turina Associates, LP, et al. 09-20-9080-8  
FHANC v. Turina Associates, LP, et al. 09-20-9081-8

**K. SIGNATURES**

**COMPLAINANTS' SIGNATURE PAGE**

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

\_\_\_\_\_  
Caroline Peattie, Executive Director on behalf of  
Fair Housing Advocates of Northern California  
COMPLAINANT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Redacted Name  
COMPLAINANT     ñ

\_\_\_\_\_  
Date

Conciliation Agreement

Redacted Name v. Turina Associates, LP, et al. 09-20-9080-8  
FHANC v. Turina Associates, LP, et al. 09-20-9081-8

**RESPONDENTS' SIGNATURE PAGE**

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

\_\_\_\_\_  
Michael Farrel, Vice President of Operations  
on behalf of  
EAH, Inc.  
RESPONDENT

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Farrel, Vice President of Operations  
on behalf of  
Turina Associates, LP  
RESPONDENT

\_\_\_\_\_  
Date

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**RESPONDENT'S SIGNATURE PAGE**

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

\_\_\_\_\_  
Oswaldo Rodriguez  
RESPONDENT

\_\_\_\_\_  
Date

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**RESPONDENT'S SIGNATURE PAGE**

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

\_\_\_\_\_  
Stacey Smith-Tarachow  
(named in the complaint as Tracy LNU)  
RESPONDENT

\_\_\_\_\_  
Date

Conciliation Agreement

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## **K. APPROVAL**

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

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Anné Quesada  
FHEO Region IX Director

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Date