

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

CONCILIATION AGREEMENT

Under

THE FAIR HOUSING ACT

Between

Redacted Name

(Complainant)

And

Redacted Name

(Complainant)

And

Mirta Williams

(Respondent)

And

Canyon View Capital

(Respondent)

And

Springdale Ridge Property Investors, LLC

(Respondent)

FHEO CASE NUMBER: 06-19-4727-8

A. PARTIES AND SUBJECT PROPERTY

Complainants:

Redacted Name

Rogers, AR 72758

Other Aggrieved Parties:

Redacted Name (Daughter)

Redacted Name (Son)

Redacted Name (Mother)

Complainants' Representative:

Legal Aid of Arkansas
c/o Jason Auer
1200 Henryetta Street
Springdale, AR 72762

Respondents:

Mirta Williams, Former Property Manager
825 Topaz St.
Lowell, AR 72745

Canyon View Capital
331 Soquel Avenue, Suite 100
Santa Cruz, CA 95062

Springdale Ridge Property Investors, LLC
3127 W. Jewell Road
Fayetteville, AR 72701

Respondents' Representative:

Stuart Jackson
Wright Lindsey Jennings
200 West Capitol, Suite 2300
Little Rock, AR 72201

Subject Property:

Springdale Ridge Apartments
770 S. 40th Street, Redacted Name
Springdale, AR 72762

B. STATEMENT OF ALLEGATIONS

A complaint was filed with the United States Department of Housing and Urban Development (“HUD” or “the Department”) on April 12, 2019 (the “complaint”), alleging that Mirta Williams, Canyon View Capital, and Springdale Ridge Property Investors, LLC (“Respondents”) discriminated against Complainants because of their national origin in violation of the Fair Housing Act (“Act”). Specifically, Complainants alleged that Respondents initiated eviction proceedings against them because of their national origin. Complainants are from The Republic of the Marshall Islands. Complainants alleged that in December of 2018 Respondent Williams verbally notified them that their lease would not be renewed in February of 2019. On February 20, 2019, Complainants received a written notice stating their lease would not be renewed and that they had to vacate the rental unit at **Redacted Name**, Springdale, Arkansas 72762 immediately. Complainants were sued for unlawful detainer on March 7, 2019. Complainants made an offer of judgment that was accepted by Respondents and entered by the Court as a judgment in the unlawful detainer action and vacated their apartment August 31, 2019. Complainants alleged that Respondents violated Section 804(a) and 804(b) of the Fair Housing Act, 42 U.S.C. §§ 3601 - 3619.

WHEREAS, Complainants and Respondents, without admitting fault, liability, or responsibility for Respondents’ alleged violation of the Fair Housing Act or harm, agree that it is in their respective interests to voluntarily resolve this matter without the necessity of an evidentiary hearing or other judicial process available under the law cited above.

C. TERM OF AGREEMENT

1. This Agreement shall be in effect for a period of two (2) years from the Effective Date of this Agreement.

D. EFFECTIVE DATE

2. The Parties and the Department expressly agree that the Effective Date of this Agreement is the date on which it is approved by the U.S. Department of Housing and Urban Development, through the Office of Fair Housing and Equal Opportunity (“FHEO”) Office of Systemic Investigations (“OSI”) Director (“Director”), or his designee, as evidenced by the Director’s signature below.

E. GENERAL PROVISIONS

3. The Parties and the Department acknowledge that this Agreement is a voluntary and full settlement of all matters arising out of the subject matter addressed in HUD Case Number 06-19-4727-8 as described

in the complaint and Statement of Allegations. The Parties affirm that they have read and fully understand the terms set forth herein. The Parties also affirm that they have not been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.

4. This Agreement incorporates by reference all definitions under the Fair Housing Act, as well as 24 C.F.R. parts 100 and 103, as such definitions exist as of the Effective Date of this Agreement.
5. Without any admission of liability, fault or other wrongdoing with respect to Complainants in this matter, Respondents acknowledge that they have an affirmative duty not to discriminate under the Act, and it is unlawful to coerce, intimidate, threaten or interfere with any person because that person has aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by Sections 803, 804, 805, or 806 of the Act. Consistent with this acknowledgement, Respondents further acknowledge that any subsequent retaliation or discrimination against Complainants constitutes both a material breach of this Agreement and a statutory violation of Section 818 of the Act.
6. The Parties shall refrain from making any disparaging statements that malign or defame another party. Nothing in this paragraph is intended in any way to limit any Party's right or ability to provide evidence, participate, or testify in any investigation or legal proceeding, including any administrative or legal proceeding conducted by HUD or any other federal or state regulatory or law enforcement agency.
7. This Agreement, after the FHEO OSI Director has executed and approved it, is binding upon Complainants, Respondents, their officers, directors, agents, employees, contractors, heirs, successors, assigns, subrecipients, and all others in active concert with them.
8. Pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO OSI Director, it is a public document subject to disclosure upon a Freedom of Information Act request.
9. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Respondents or to investigate other allegations made against Respondents pursuant to the Fair Housing Act or any other authority 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 OSI Director or his 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. The Parties agree that their consent may be made by electronic signatures.
12. Respondent Canyon View Capital agrees to appoint a Principal Point of Contact who will monitor this Agreement and provide all required certifications and documentation to the Conciliator, Avery S. Jackson, via electronic mail at avery.s.jackson@hud.gov or via the mailing address listed in Section J.
13. Complainants hereby forever waive, release, and covenant not to sue the Respondents (including Mirta Williams and Canyon View Capital, Inc.), or any of their heirs, executors, assigns, parents, subsidiaries, affiliates, agents, employees and attorneys with regard to any and all claims, damages, attorneys' fees and expense, and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter addressed in HUD Case Number 06-19-4727-8, Civil Complaint number 72CV-19-484 filed in the Circuit Court of Washington County, Arkansas Civil Division, or which could have been filed in any action or suit arising from said subject matter prior to the Effective Date of this Agreement, including but not limited to claims under the federal Fair Housing Act, The Arkansas Fair Housing Act, and The Arkansas Civil Rights Act.
14. Respondents hereby forever waive, release, and covenant not to sue the Complainants or their successors, assigns, agents, employees or their attorneys with regard to any and all claims, damages, attorneys' fees and expense, and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter addressed in HUD Case Number 06-19-4727-8, Civil Complaint number 72CV-19-484 filed in the Circuit Court of Washington County, Arkansas Civil Division, or which could have been filed in any action or suit arising from said subject matter prior to the Effective Date of this Agreement, including any matters that could have been raised in Washington County Circuit Court or any debt collections.

F. RELIEF FOR COMPLAINANTS

15. Respondent Canyon View Capital agrees to pay Complainants six thousand dollars (\$6,000.00), for which a Form 1099 will be issued to Complainants. Respondent agrees to pay the \$6,000 amount via a certified check made payable to "Redacted Name" within ten (10) calendar days of the Effective Date of this

Agreement. A copy of the check shall be sent to the Conciliator, Avery S. Jackson, via electronic mail at avery.s.jackson@hud.gov.

16. Respondents Canyon View Capital and Springdale Ridge Property Investors, LLC agree to forgive any and all debts allegedly owed by Complainants to Respondents. Respondents Canyon View Capital and Springdale Ridge Property Investors, LLC agree to provide Complainants a zero-dollar (\$0) balance statement within ten (10) calendar days of the Effective Date of this Agreement. A copy of the statement will be sent to the Conciliator, Avery S. Jackson, via electronic mail at avery.s.jackson@hud.gov.

Respondents Canyon View Capital and Springdale Ridge Property Investors, LLC agree that any collection efforts that have been initiated by Respondents will be discontinued, at Respondents' expense, immediately upon signing this Agreement, but no later than ten (10) calendar days of the Effective Date of this Agreement. In addition, Respondents Canyon View Capital and Springdale Ridge Property Investors, LLC will take the steps necessary to remove any record of current or former debts allegedly owed by Complainants to Respondents with any public agency or private entity including, but not limited to, any rent-reporting service or credit bureau including Experian, Equifax and TransUnion, or any other credit bureau to which Respondents reported the Complainants. In executing such record correction, Respondents will submit to the credit reporting agencies a statement that any record indicating Complainants have failed to make a payment to Respondents is inaccurate.

17. Canyon View Capital will file a Satisfaction of Judgment in the Circuit Court of Washington County, Arkansas Civil Division case number 72CV-19-484 no later than ten (10) calendar days after the Effective Date of this Agreement.

G. RELIEF IN THE PUBLIC INTEREST

18. Within one-hundred and twenty (120) days of the effective date of this Agreement, Respondent Canyon View Capital's office staff located at its properties and offices in the state of Arkansas, including the Regional Manager Teresa Bruno, and any employees or agents who make decisions about employment-related discipline or termination, evictions, reasonable accommodations, or reasonable modifications in the State of Arkansas shall undergo training provided by HUD of no fewer than four (4) hours on nondiscrimination requirements under the Fair Housing Act. Maintenance staff located at the subject property shall also undergo the training referenced in this paragraph. Respondent Canyon View Capital shall obtain from the trainer certifications of attendance, executed by each individual who received training, confirming their

attendance. Attendance at the live training is required for all staff, except where pre-approved by HUD to attend a recorded training. If, in addition to the above-required training specified in this paragraph, Respondents Springdale Ridge Investors, LLC and Canyon View Capital have executed a conciliation agreement in the matter of [REDACTED] v. Williams, et al., FHEO Case Number 06-19-4725-8 or [REDACTED] v. Williams, et al., FHEO Case Number 06-19-4724-8, which also requires an identical FHEO-approved training, and that separate training requirement can be carried out within the timeframe specified in the first three sentences of this paragraph, then Respondents may satisfy the multiple training requirements simultaneously through a single training.

19. Within sixty (60) days of the Effective Date of this Agreement, Respondent Canyon View Capital will affirmatively market the subject property to the Marshallese community within a 100-mile radius of Springdale, Arkansas. This advertising may include print or radio outlets, as well as non-traditional media outlets. Marketing materials and the identification of the advertising outlets will be sent to HUD for advance review and approval. Evidence of posting or airing will be provided to HUD. (See Section J below.) The advertising must provide the same information in English and Marshallese. Respondent Canyon View Capital will run these advertisements at least twice per year during each year of this Agreement. Each advertisement or set of advertisements will run at least four (4) months apart. Respondent Canyon View Capital will consult with the Marshallese Consulate in Springdale, Arkansas for advertisement placement suggestions. Respondent Canyon View Capital shall also provide the Marshallese Consulate in Springdale, Arkansas with notice of apartment rental availability every three months for the duration of this Agreement beginning three (3) months after the Effective Date of this Agreement and every three (3) months thereafter. A minimum of ten days in advance of the desired release date, Respondent Canyon View Capital's affirmative fair housing marketing activities shall be submitted to FHEO for review and approval before implementation. If Respondents Springdale Ridge Investors, LLC and Canyon View Capital have executed a conciliation agreement in the matter of [REDACTED] v. Williams, et al., FHEO Case Number 06-19-4724-8, which also requires an identical FHEO-approved affirmative marketing plan, and that separate affirmative marketing plan can be carried out within the timeframe specified in the first ten sentences of this paragraph, then Respondents may satisfy the multiple affirmative marketing plan requirements simultaneously through a single affirmative marketing plan.

20. Within sixty (60) days of the Effective Date of this Agreement and for as long as this Agreement is in effect, Respondent Canyon View Capital will update rental application forms at the subject property to capture the race and national origin of applicant(s). The application form shall ask applicants to voluntarily fill out the race and national origin information. The portion of the rental application where this information is collected should contain the following disclaimer: "The following information is requested to assist Springdale Ridge in complying with the federal Fair Housing Act and will be kept confidential. Providing your race is voluntary and this information is not required in order to rent an apartment."

21. Within sixty (60) calendar days of the effective date of this Agreement, Respondent Canyon View Capital will create and submit for FHEO approval a written non-discrimination policy ("Non-Discrimination Policy"), which includes a policy prohibiting discrimination because of race, color, national origin, sex, religion, disability, and familial status (including pregnancy, the presence of children, or seeking custody) against applicants and tenants, and will update its employee handbook to reflect this policy nationwide. In addition, this policy shall be provided to all applicants, prospective tenants and current tenants and posted in all the leasing offices located in Arkansas. A list of leasing offices in Arkansas is attached as Exhibit B. The policy shall provide for a formal complaint procedure for submitting complaints of discrimination against Canyon View Capital employees. The non-discrimination policy shall meet the following requirements, and may be modeled on the example policy attached as Exhibit C:
 - a. The policy and procedure shall apply to all Canyon View Capital offices and services that interact with or otherwise affect Canyon View Capital tenants, applicants or prospective tenants.
 - b. The policy shall inform all employees that they may not discriminate against Canyon View Capital tenants, applicants, prospective tenants or other persons seeking housing, or housing-related benefits or services from Canyon View Capital.
 - c. The policy shall inform employees that any employee found to be engaging in such conduct will be disciplined, up to and including termination from employment.
 - d. The policy shall set forth how and to whom complaints of discrimination and related misconduct by Canyon View Capital employees may be submitted and shall

specify that complaints that do not follow these procedures will also be addressed.

- e. The policy shall set forth the steps Respondent Canyon View Capital will take to investigate and resolve such complaints of misconduct by Canyon View Capital employees, as well as how the resolution will be communicated to the person who submitted the complaint.
- f. The policy shall designate a person to oversee the complaint, investigation, and resolution process.
 - i. The policy shall provide that a complaint may be made in writing or orally by an applicant, tenant, or program participant.
 - ii. If a complaint is made by phone, Canyon View Capital shall refer the complaining individual to the person designated to oversee complaints and shall separately notify the designated complaint coordinator about the complaining individual's phone complaint.
 - iii. The policy shall be available in English and Marshallese at the subject property.

22. Respondents agree to post an “Equal Housing Opportunity” sign indicating that all units are available for rent on a non-discriminatory basis. The sign will be posted in all leasing offices through which any residential property that is owned, leased or controlled by Respondents is rented or managed. The posters will be posted in English. A sign no smaller than eleven (11) inches by fourteen (14) inches that comports with 24 C.F.R. Part 110 will satisfy this requirement. The posters are available for downloading from HUD’s website https://www.hud.gov/program_offices/fair_housing_equal_opp/marketing.

H. MONITORING

23. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may examine witnesses and copy pertinent records of Respondents. Respondents agree to provide reasonable cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

24. For the two (2) year period following the Effective Date of this Agreement, Respondents shall preserve and maintain all records which are the source of, contain, or relate to any information pertinent to its obligations under this Agreement.
25. For the two (2) year period following the Effective Date of this Agreement, Respondents shall provide to FHEO notification, in writing, of any formal complaint (meaning a complaint filed in state or federal court or a complaint filed with HUD or the Arkansas Fair Housing Commission) against Respondents or Respondents' Arkansas employees within ten (10) days of being served with that formal complaint. In addition, Respondents shall provide to FHEO notification, in writing, of any informal complaint coming to the attention of or made to management alleging a violation of the Fair Housing Act within ten (10) days of notice of that informal complaint. Within sixty (60) days of the effective date of this agreement, Respondents shall (i) require all employees to report fair housing complaints to management within twenty-four (24) hours of when the complaint is made, hereinafter referred to as the "24-hour Fair Housing Reporting Requirement," (ii) update all employee policies and handbooks to include the 24-hour Fair Housing Reporting Requirement, (iii) inform current employees of the 24-hour Fair Housing Reporting Requirement and distribute the updated employee policies and handbooks that reflect the 24-hour Fair Housing Reporting Requirement to them, and (iv) ensure that any future employees are informed of the 24-hour Fair Housing Reporting Requirement.
26. For the two (2) year period following the Effective Date of this Agreement, Respondents shall also inform FHEO, in writing, about the substance of any resolution of any formal or informal complaint referenced above alleging violation of the Fair Housing Act within ten (10) days of such resolution.

J. NOTICE

27. All required certifications and documentation of compliance with this Agreement must be submitted to:

Avery Jackson
U.S. Department of Housing & Urban Development
Office of Fair Housing and Equal Opportunity
451 7th St. SW, 5216
Washington, DC 20410

K. CONSEQUENCES OF BREACH

28. Whenever the Department, after an examination of any facts and circumstances, has reasonable cause to believe that the Respondents have breached this Agreement in a material way the Department may refer the alleged breach to the Attorney General of the United States with a request to commence a civil action in the appropriate U.S. District Court pursuant to §§ 810(c) and 814(b)(2) of the Act.
- a) Any material act(s) or omission(s) that constitute a violation of the terms of this Agreement such as (1) a willful failure to perform in accordance with the terms of this Agreement; or (2) a willful violation of a statutory or regulatory provision or requirement applicable to this Agreement, may result in debarment as set forth at 2 C.F.R. § 2424.842; suspension, as set forth at 24 C.F.R. § 2424.747; or limited denial of participation, as set forth at 24 C.F.R. § 2424.1100 - 1165. See 2 C.F.R. Part 2424 generally for additional information on debarment, suspension and limited denial of participation.

L. CERTIFICATION

By affixing their signatures hereunder, the Parties certify that they have reviewed and understand the terms and conditions of this Agreement, and that they have full authority to enter into this Agreement on behalf of themselves or as agents of others.

M. SIGNATURES

Complainant:

Redacted Name **Date**

Complainant:

Redacted Name **Date**

Respondent Mirta Williams:

Mirta Williams **Date**

Respondent Canyon View Capital:

By **Date**

Respondent Springdale Ridge Property Investors, LLC:

By **Date**

On Behalf of HUD:

Mark L. Matulef **Date**
Director
FHEO Office of Systemic Investigations

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

CONCILIATION AGREEMENT

Under

THE FAIR HOUSING ACT

Between

Redacted Name

(Complainant)

And

Mirta Williams

(Respondent)

And

Canyon View Capital

(Respondent)

And

Springdale Ridge Property Investors, LLC

(Respondent)

FHEO CASE NUMBER: 06-19-4725-8

A. PARTIES AND SUBJECT PROPERTY

Complainant:

Redacted Name

Springdale, AR 72764

Complainant's Representative:

Legal Aid of Arkansas
c/o Jason Auer
1200 Henryetta Street
Springdale, AR 72762

Respondents:

Mirta Williams, Former Property Manager
825 Topaz St.
Lowell, AR 72745

Canyon View Capital
331 Soquel Avenue, Suite 100
Santa Cruz, CA 95062

Springdale Ridge Property Investors, LLC
3127 W. Jewell Road
Fayetteville, AR 72701

Respondents' Representative:

Stuart Jackson
Wright Lindsey Jennings
200 West Capitol, Suite 2300
Little Rock, AR 72201

Subject Property:

Springdale Ridge Apartments
Redacted Name
770 S. 40th Street
Springdale, Arkansas 72762

B. STATEMENT OF ALLEGATIONS

A complaint was filed with the United States Department of Housing and Urban Development (“HUD” or “the Department”) on April 12, 2019 (the “complaint”), alleging that Mirta Williams, Canyon View Capital, and Springdale Ridge Property Investors, LLC (“Respondents”) retaliated against Complainant for engaging in a protected fair housing activity in violation of the Fair Housing Act. Specifically, Complainant alleged that she was terminated from her employment and was subject to Respondents’ eviction proceedings because she informed tenants, whom Complainant believed were being discriminated against by Respondents, of their rights under the Fair Housing Act (“Act”) and attempted to assist them in exercising those rights, which are protected activities under the Act. Complainant alleged that Respondents violated Section 804(a) and Section 818 of the Fair Housing Act of 1968, 42 U.S.C. §§ 3601 - 3619.

WHEREAS, Complainant and Respondents, without admitting fault, liability, or responsibility for Respondents’ alleged violation of the Fair Housing Act or harm, agree that it is in their respective interests to voluntarily resolve this matter without the necessity of an evidentiary hearing or other judicial process available under the law cited above.

C. TERM OF AGREEMENT

1. This Agreement shall be in effect for a period of two (2) years from the Effective Date of this Agreement.

D. EFFECTIVE DATE

2. The Parties and the Department expressly agree that the Effective Date of this Agreement will occur when Complainant and Respondents’ corporate representative have signed this Agreement and it is agreed to and approved by the U.S. Department of Housing and Urban Development, through the Office of Fair Housing and Equal Opportunity (“FHEO”) Office of Systemic Investigations (“OSI”) Director (“Director”), or his designee, as evidenced by the Director’s signature below.

E. GENERAL PROVISIONS

3. The Parties and the Department acknowledge that this Agreement is a voluntary and full settlement of all matters arising out of the subject matter addressed in HUD Case Number 06-19-4725-8 as described in the complaint and Statement of Allegations. The Parties affirm that they have read and fully understand the terms set forth herein. The

Parties also affirm that they have not been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.

4. This Agreement incorporates by reference all definitions under the Fair Housing Act, as well as 24 C.F.R. parts 100 and 103, as such definitions exist as of the Effective Date of this Agreement and as amended.
5. Without any admission of liability, fault or other wrongdoing with respect to Complainant in this matter, the Respondents acknowledge that they have an affirmative duty not to discriminate under the Act, and it is unlawful to coerce, intimidate, threaten or interfere with any person because that person has aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by Sections 803, 804, 805 or 806 of the Act. Consistent with this acknowledgement, Respondents further acknowledge that any subsequent retaliation or discrimination against Complainant constitutes both a material breach of this Agreement, and a statutory violation of the Act.
6. The parties shall refrain from making any disparaging statements that malign or defame another party. Nothing in this paragraph is intended in any way to limit the parties' right or ability to provide evidence, participate, or testify in any investigation or legal proceeding, including any administrative or legal proceeding conducted by HUD or any other federal or state regulatory or law enforcement agency.
7. This Agreement, after the FHEO OSI Director has executed and approved it, is binding upon Complainant, Respondents, their officers, directors, agents, employees, contractors, heirs, successors, assigns, subrecipients, and all others in active concert with them.
8. Pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO OSI Director, it is a public document subject to potential disclosure upon a Freedom of Information Act request.
9. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Respondents or investigate allegations made against Respondents pursuant to the Fair Housing Act, or any other authority 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 OSI Director or his 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. The Parties agree that their consent may be made by electronic signatures.
12. Respondent Canyon View Capital agrees to appoint a Principal Point of Contact who will monitor this Agreement and provide all required certifications and documentation to the Conciliator, Avery S. Jackson, via electronic mail at avery.s.jackson@hud.gov or via the mailing address listed in Section J.
13. Complainant hereby forever waives, releases, and covenants not to sue the Respondents (including Mirta Williams and Canyon View Capital, Inc.), or any of their heirs, executors, assigns, parents, subsidiaries, professional employer organizations, affiliates, agents, employees and attorneys with regard to any and all claims, damages, attorneys' fees and expense, and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter addressed in HUD Case Number 06-19-4725-8, Civil Complaint number 72CV-19-884 filed in the Circuit Court of Washington County, Arkansas Civil Division on 04/12/2019, and their counter-claim/cross-claim therein, or which could have been filed in any action or suit arising from said subject matter prior to the effective date of this Agreement, including but not limited to claims under Title VII of the Civil Rights Act of 1964, The Fair Labor Standards Act, The Age Discrimination in Employment Act, the Americans with Disabilities Act, the state and federal Equal Pay Act, The National Labor Relations Act, The Genetic Information Nondiscrimination Act, The Arkansas Minimum Wage Act, the federal Fair Housing Act, The Arkansas Fair Housing Act, and The Arkansas Civil Rights Act. Upon the effective date of this Conciliation Agreement (see para. 2) the Complainant also agrees to dismiss with prejudice all of her claims filed in Case 72CV-19-884 against Mirta Williams and Canyon View Capital, Inc., and to jointly execute and file in the Circuit Court of Washington County, Arkansas a Consent Order Dismissing the Case With Prejudice and Disbursing the Registry's Funds in the form attached as Exhibit A.

14. Respondents hereby forever waive, release, and covenant not to sue the Complainant, or her successors, assigns, agents, employees or attorneys with regard to any and all claims, damages, attorneys' fees and expenses, and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter addressed in HUD Case Number 06-19-4725-8 and Civil Complaint number 72CV-19-884 filed in the Circuit Court of Washington County, Arkansas Civil Division on 04/12/2019, or which could have been filed in any action or suit arising from said subject matter prior to the effective date of this Agreement, and also agree to dismiss with prejudice any claims filed in Case 72CV-19-884 against Complainant, **Redacted Name**, and to jointly execute and file in the Circuit Court of Washington County, Arkansas a Consent Order Dismissing the Case With Prejudice and Disbursing the Registry's Funds in the form attached as Exhibit A. The totality of the rent that Complainant has paid into the court registry will be released to Respondent Springdale Ridge Property Investors, LLC within (10) calendar days of the Effective Date of this Agreement.
15. Respondents Canyon View Capital and Springdale Ridge Property Investors, LLC agree that any collection efforts that have been initiated by Respondents will be discontinued, at Respondents' expense, immediately upon signing this Agreement, but no later than ten (10) calendar days of the Effective Date of this Agreement. In addition, Respondents Canyon View Capital and Springdale Ridge Property Investors, LLC will take the steps necessary to remove any record of current or former debts allegedly owed by Complainant to Respondents with any public agency or private entity including, but not limited to, any rent-reporting service or credit bureau including Experian, Equifax and TransUnion, or any other credit bureau to which Respondents reported the Complainants. In executing such record correction, Respondents will submit to the credit reporting agencies a statement that any record indicating Complainants have failed to make a payment to Respondents is inaccurate.

F. RELIEF FOR COMPLAINANT

16. Respondent Canyon View Capital agrees to pay Complainant the aggregate sum of forty thousand dollars \$40,000.00. Respondent agrees to pay the \$40,000.00 amount within (10) calendar days of the Effective Date of this Agreement. \$10,000.00 will be apportioned to back wages to Complainant, from which the normal and ordinary deductions will be made and for which a Form W-2 will be issued to Complainant; \$10,000.00 shall be designated as attorney's fees made payable to Legal Aid of Arkansas and for which a Form 1099 will be issued to Legal Aid of Arkansas; and the remaining \$20,000.00 shall

be apportioned to a compensatory amount to Complainant for which a Form 1099 will be issued to Complainant. A copy of the checks shall be sent to the Conciliator, Avery S. Jackson, via email at avery.s.jackson@hud.gov.

17. Respondent Canyon View Capital will provide Complainant a neutral employment reference via telephone to any potential employer(s) that call 1-800-242-8893. The neutral employment reference will be provided by Respondent Canyon View Capital's third-party human resources vendor, PEO Services, L.P. The reference will only include Complainant's dates of employment, position held and a list of Complainant's full duties.
18. Respondent Canyon View Capital will provide Complainant a neutral rental reference via telephone or electronic mail to any potential housing provider(s) that contact Respondents. The neutral rental reference will only include Complainant's dates of tenancy and a confirmation that Complainant left with a zero-dollar (\$0) account balance.

G. RELIEF IN THE PUBLIC INTEREST

19. Within one-hundred and twenty (120) days of the effective date of this Agreement, Respondent Canyon View Capital's office staff located at its properties and offices in the state of Arkansas, including the Regional Manager Teresa Bruno, and any employees or agents who make decisions about employment-related discipline or termination, evictions, reasonable accommodations, or reasonable modifications in the State of Arkansas shall undergo training provided by HUD of no fewer than four (4) hours on nondiscrimination requirements under the Fair Housing Act. Maintenance staff located at the subject property shall also undergo the training referenced in this paragraph. Respondent Canyon View Capital shall obtain from the trainer certifications of attendance, executed by each individual who received training, confirming their attendance. Attendance at the live training is required for all staff, except where pre-approved by HUD to attend a recorded training. If, in addition to the above-required training specified in this paragraph, Respondents Springdale Ridge Investors, LLC and Canyon View Capital have executed a conciliation agreement in the matter of Redacted Name v. *Williams, et al.*, FHEO Case Number 06-19-4727-8 or Redacted Name v. *Williams, et al.*, FHEO Case Number 06-19-4724-8, which also requires an identical FHEO-approved training, and that separate training requirement can be carried out within the timeframe specified in the first three sentences of this paragraph, then

Respondents may satisfy the multiple training requirements simultaneously through a single training.

20. Within sixty (60) calendar days of the effective date of this Agreement, Respondent Canyon View Capital will create and submit for FHEO approval a written non-discrimination policy (“Non-Discrimination Policy”), which includes a policy prohibiting discrimination because of race, color, national origin, sex, religion, disability, and familial status (including pregnancy, the presence of children, or seeking custody) against applicants and tenants, and will update its employee handbook to reflect this policy nationwide. In addition, this policy shall be provided to all applicants, prospective tenants and current tenants and posted in all the leasing offices located in Arkansas. A list of leasing offices in Arkansas is attached as Exhibit B. The policy shall provide for a formal complaint procedure for submitting complaints of discrimination against Canyon View Capital employees. The non-discrimination policy shall meet the following requirements, and may be modeled on the example policy attached as Exhibit C:

- a. The policy and procedure shall apply to all Canyon View Capital offices and services that interact with or otherwise affect Canyon View Capital tenants, applicants or prospective tenants.
- b. The policy shall inform all employees that they may not discriminate against Canyon View Capital tenants, applicants, prospective tenants or other persons seeking housing, or housing-related benefits or services from Canyon View Capital.
- c. The policy shall inform employees that any employee found to be engaging in such conduct will be disciplined, up to and including termination from employment.
- d. The policy shall set forth how and to whom complaints of discrimination and related misconduct by Canyon View Capital employees may be submitted and shall specify that complaints that do not follow these procedures will also be addressed.
- e. The policy shall set forth the steps Respondent Canyon View Capital will take to investigate and resolve such complaints of misconduct by Canyon View Capital employees, as well as how the resolution will be

communicated to the person who submitted the complaint.

- f. The policy shall designate a person to oversee the complaint, investigation, and resolution process.
 - i. The policy shall provide that a complaint may be made in writing or orally by an applicant, tenant, or program participant.
 - ii. If a complaint is made by phone, Canyon View Capital shall refer the complaining individual to the person designated to oversee complaints and shall separately notify the designated complaint coordinator about the complaining individual's phone complaint.
 - iii. The policy shall be available in English and Marshallese at the subject property.

- 21. Respondents agree to post an “Equal Housing Opportunity” sign indicating that all units are available for rent on a non-discriminatory basis. The sign will be posted in all leasing offices through which any residential property that is owned, leased or controlled by Respondents is rented or managed. The posters will be posted in English. A sign no smaller than eleven (11) inches by fourteen (14) inches that comports with 24 C.F.R. Part 110 will satisfy this requirement. The posters are available for downloading from HUD’s website https://www.hud.gov/program_offices/fair_housing_equal_opp/marketing.

H. MONITORING

- 22. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may examine witnesses and copy pertinent records of Respondents. Respondents agree to provide reasonable cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

- 23. For the two (2) year period following the Effective Date of this Agreement, Respondents shall preserve and maintain all records which are the source of, contain, or relate to any information pertinent to its obligations under this Agreement.

24. For the two (2) year period following the Effective Date of this Agreement, Respondents shall provide to FHEO notification, in writing, of any formal complaint (meaning a complaint filed in state or federal court or a complaint filed with HUD or the Arkansas Fair Housing Commission) against Respondents or Respondents' Arkansas employees within ten (10) days of being served with that formal complaint. In addition, Respondents shall provide to FHEO notification, in writing, of any informal complaint coming to the attention of or made to management alleging a violation of the Fair Housing Act within ten (10) days of notice of that informal complaint. Within sixty (60) days of the effective date of this agreement, Respondents shall (i) require all employees to report fair housing complaints to management within twenty-four (24) hours of when the complaint is made, hereinafter referred to as the "24-hour Fair Housing Reporting Requirement," (ii) update all employee policies and handbooks to include the 24-hour Fair Housing Reporting Requirement, (iii) inform current employees of the 24-hour Fair Housing Reporting Requirement and distribute the updated employee policies and handbooks that reflect the 24-hour Fair Housing Reporting Requirement to them, and (iv) ensure that any future employees are informed of the 24-hour Fair Housing Reporting Requirement.
25. For the two (2) year period following the Effective Date of this Agreement, Respondents shall also inform FHEO, in writing, about the substance of any resolution of any formal or informal complaint referenced above alleging violation of the Fair Housing Act within ten (10) days of such resolution.

J. NOTICE

26. All required certifications and documentation of compliance with this Agreement must be submitted to:

Avery Jackson
U.S. Department of Housing & Urban Development
Office of Fair Housing and Equal Opportunity
451 7th St. SW, 5216
Washington, DC 20410

K. CONSEQUENCES OF BREACH

27. Whenever the Department, after an examination of any facts and circumstances, has reasonable cause to believe that the Respondents have breached this Agreement in a material way the Department

may refer the alleged breach to the Attorney General of the United States with a request to commence a civil action in the appropriate U.S. District Court pursuant to §§ 810(c) and 814(b)(2) of the Act.

- a) Any material act(s) or omission(s) that constitute a violation of the terms of this Agreement such as (1) a willful failure to perform in accordance with the terms of this Agreement; or (2) a willful violation of a statutory or regulatory provision or requirement applicable to this Agreement, may result in debarment as set forth at 2 C.F.R. § 2424.842; suspension, as set forth at 24 C.F.R. § 2424.747; or limited denial of participation, as set forth at 24 C.F.R. § 2424.1100 - 1165. See 2 C.F.R. Part 2424 generally for additional information on debarment, suspension and limited denial of participation.

L. CERTIFICATION

By affixing their signatures hereunder, the Parties certify that they have reviewed and understand the terms and conditions of this Agreement, and that they have full authority to enter into this Agreement on behalf of themselves or as agents of others.

M. SIGNATURES

Complainant:

Redacted Name

Redacted Name

Respondent Mirta Williams:

Mirta Williams

Date

Respondent Canyon View Capital:

By

Date

Respondent Springdale Ridge Property Investors, LLC:

By

Date

On Behalf of HUD:

Mark L. Matulef
Director
FHEO Office of Systemic Investigations

Date

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

CONCILIATION AGREEMENT

Under

THE FAIR HOUSING ACT

Between

Redacted Name

(Complainant)

And

Redacted Name

(Complainant)

And

Mirta Williams

(Respondent)

And

Canyon View Capital

(Respondent)

And

Springdale Ridge Property Investors, LLC

(Respondent)

FHEO CASE NUMBER: 06-19-4724-8

A. PARTIES AND SUBJECT PROPERTY

Complainants:

Redacted Name

Springdale, AR 72764

Other Aggrieved Parties:

Redacted Name(Daughter)

Redacted Name(Son)

Complainants' Representative:

Legal Aid of Arkansas
c/o Jason Auer
1200 Henryetta Street
Springdale, AR 72762

Respondents:

Mirta Williams, Former Property Manager
825 Topaz St.
Lowell, AR 72745

Canyon View Capital
331 Soquel Avenue, Suite 100
Santa Cruz, CA 95062

Springdale Ridge Property Investors, LLC
3127 W. Jewell Road
Fayetteville, AR 72701

Respondents' Representative:

Stuart Jackson
Wright Lindsey Jennings
200 West Capitol, Suite 2300
Little Rock, AR 72201

Subject Property:

Springdale Ridge Apartments
770 S. 40th Street, **Redacted Name**
Springdale, Arkansas 72762

B. STATEMENT OF ALLEGATIONS

A complaint was filed with the United States Department of Housing and Urban Development (“HUD” or “the Department”) on April 12, 2019 (the “complaint”), alleging that Mirta Williams, Canyon View Capital, and Springdale Ridge Property Investors, LLC (“Respondents”) discriminated against Complainants because of their national origin in violation of the Fair Housing Act (“Act”). Specifically, Complainants alleged that Respondents initiated eviction proceedings against them because of their national origin. Complainants are from The Republic of the Marshall Islands. Complainants alleged that Respondents sent them a 15-day eviction notice that demanded that they vacate the rental unit at **Redacted Name**, Springdale, Arkansas 72762 and included no reason for why their lease was being terminated. Complainants alleged that Respondents violated Section 804(a) and 804(b) of the Fair Housing Act, 42 U.S.C. §§ 3601 - 3619.

WHEREAS, Complainants and Respondents, without admitting fault, liability, or responsibility for Respondents’ alleged violation of the Fair Housing Act or harm, agree that it is in their respective interests to voluntarily resolve this matter without the necessity of an evidentiary hearing or other judicial process available under the law cited above.

C. TERM OF AGREEMENT

1. This Agreement shall be in effect for a period of two (2) years from the Effective Date of this Agreement.

D. EFFECTIVE DATE

2. The Parties and the Department expressly agree that the Effective Date of this Agreement is the date on which it is approved by the U.S. Department of Housing and Urban Development, through the Office of Fair Housing and Equal Opportunity (“FHEO”) Office of Systemic Investigations (“OSI”) Director (“Director”), or his designee, as evidenced by the Director’s signature below.

E. GENERAL PROVISIONS

3. The Parties and the Department acknowledge that this Agreement is a voluntary and full settlement of all matters arising out of the subject matter addressed in HUD Case Number 06-19-4724-8 as described in the complaint and Statement of Allegations. The Parties affirm that they have read and fully understand the terms set forth herein. The Parties also affirm that they have not been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.

4. This Agreement incorporates by reference all definitions under the Fair Housing Act, as well as 24 C.F.R. parts 100 and 103, as such definitions exist as of the Effective Date of this Agreement.
5. Without any admission of liability, fault or other wrongdoing with respect to Complainants in this matter, Respondents acknowledge that they have an affirmative duty not to discriminate under the Act, and it is unlawful to coerce, intimidate, threaten or interfere with any person because that person has aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by Sections 803, 804, 805, or 806 of the Act. Consistent with this acknowledgement, Respondents further acknowledge that any subsequent retaliation or discrimination against Complainants constitutes both a material breach of this Agreement and a statutory violation of Section 818 of the Act.
6. The Parties shall refrain from making any disparaging statements that malign or defame another party. Nothing in this paragraph is intended in any way to limit any Party's right or ability to provide evidence, participate, or testify in any investigation or legal proceeding, including any administrative or legal proceeding conducted by HUD or any other federal or state regulatory or law enforcement agency.
7. This Agreement, after the FHEO OSI Director has executed and approved it, is binding upon Complainants, Respondents, their officers, directors, agents, employees, contractors, heirs, successors, assigns, subrecipients, and all others in active concert with them.
8. Pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO OSI Director, it is a public document subject to disclosure upon a Freedom of Information Act request.
9. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving the Respondents or to investigate other allegations made against Respondents pursuant to the Fair Housing Act or any other authority 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 OSI Director or his 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. The Parties agree that their consent may be made by electronic signatures.

12. Respondent Canyon View Capital agrees to appoint a Principal Point of Contact who will monitor this Agreement and provide all required certifications and documentation to the Conciliator, Avery S. Jackson, via electronic mail at avery.s.jackson@hud.gov or via the mailing address listed in Section J.
13. Complainants hereby forever waive, release, and covenant not to sue the Respondents (including Mirta Williams and Canyon View Capital, Inc.), or any of their heirs, executors, assigns, parents, subsidiaries, affiliates, agents, employees and attorneys with regard to any and all claims, damages, attorneys' fees and expense, and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter addressed in HUD Case Number 06-19-4724-8, or which could have been filed in any action or suit arising from said subject matter prior to the Effective Date of this Agreement, including but not limited to claims under the federal Fair Housing Act, The Arkansas Fair Housing Act, and The Arkansas Civil Rights Act..
14. Respondents hereby forever waive, release, and covenant not to sue the Complainants or their successors, assigns, agents, employees or their attorneys with regard to any and all claims, damages, attorneys' fees and expense, and injuries of whatever nature, whether presently known or unknown, arising out of the subject matter addressed in HUD Case Number 06-19-4724-8, or which could have been filed in any action or suit arising from said subject matter prior to the Effective Date of this Agreement, including any matters that could have been raised in Washington County Circuit Court or any debt collections.

F. RELIEF FOR COMPLAINANTS

15. Respondent Canyon View Capital agrees to pay Complainants five thousand dollars (\$5,000.00), for which a Form 1099 will be issued to Complainants. Respondent agrees to pay the \$5,000 amount via a certified check made payable to **Redacted Name** within ten (10) calendar days of the Effective Date of this Agreement. A copy of the check shall be sent to the Conciliator, Avery S. Jackson, via electronic mail at avery.s.jackson@hud.gov.
16. Respondents Canyon View Capital and Springdale Ridge Property Investors, LLC agree to forgive any and all debts allegedly owed by Complainants to Respondents. Respondents Canyon View Capital and Springdale Ridge Property Investors, LLC agree to provide Complainants a zero-dollar (\$0) balance statement within ten (10)

calendar days of the Effective Date of this Agreement. A copy of the statement will be sent to the Conciliator, Avery S. Jackson, via electronic mail at avery.s.jackson@hud.gov.

Respondents Canyon View Capital and Springdale Ridge Property Investors, LLC agree that any collection efforts that have been initiated by Respondents will be discontinued, at Respondents' expense, immediately upon signing this Agreement, but no later than ten (10) calendar days of the Effective Date of this Agreement. In addition, Respondents Canyon View Capital and Springdale Ridge Property Investors, LLC will take the steps necessary to remove any record of current or former debts allegedly owed by Complainants to Respondents with any public agency or private entity including, but not limited to, any rent-reporting service or credit bureau including Experian, Equifax and TransUnion, or any other credit bureau to which Respondents reported the Complainants. In executing such record correction, Respondents will submit to the credit reporting agencies a statement that any record indicating Complainants have failed to make a payment to Respondents is inaccurate.

G. RELIEF IN THE PUBLIC INTEREST

17. Within one-hundred and twenty (120) days of the effective date of this Agreement, Respondent Canyon View Capital's office staff located at its properties and offices in the state of Arkansas, including the Regional Manager Teresa Bruno, and any employees or agents who make decisions about employment-related discipline or termination, evictions, reasonable accommodations, or reasonable modifications in the State of Arkansas shall undergo training provided by HUD of no fewer than four (4) hours on nondiscrimination requirements under the Fair Housing Act. Maintenance staff located at the subject property shall also undergo the training referenced in this paragraph. Respondent Canyon View Capital shall obtain from the trainer certifications of attendance, executed by each individual who received training, confirming their attendance. Attendance at the live training is required for all staff, except where pre-approved by HUD to attend a recorded training. If, in addition to the above-required training specified in this paragraph, Respondents Springdale Ridge Investors, LLC and Canyon View Capital have executed a conciliation agreement in the matter of Redacted Name v. *Williams, et al.*, FHEO Case Number 06-19-4725-8 or Redacted Name v. *Williams, et al.*, FHEO Case Number 06-19-4727-8, which also requires an identical FHEO-approved training, and that separate training requirement can be carried out within the timeframe specified in the first three sentences of this paragraph, then Respondents may satisfy the multiple training requirements simultaneously through a single training.

18. Within sixty (60) days of the Effective Date of this Agreement, Respondent Canyon View Capital will affirmatively market the subject property to the Marshallese community within a 100-mile radius of Springdale, Arkansas. This advertising may include print or radio outlets, as well as non-traditional media outlets. Marketing materials and the identification of the advertising outlets will be sent to HUD for advance review and approval. Evidence of posting or airing will be provided to HUD. (See Section J below.) The advertising must provide the same information in English and Marshallese. Respondent Canyon View Capital will run these advertisements at least twice per year during each year of this Agreement. Each advertisement or set of advertisements will run at least four (4) months apart. Respondent Canyon View Capital will consult with the Marshallese Consulate in Springdale, Arkansas for advertisement placement suggestions. Respondent Canyon View Capital shall also provide the Marshallese Consulate in Springdale, Arkansas with notice of apartment rental availability every three months for the duration of this Agreement beginning three (3) months after the Effective Date of this Agreement and every three (3) months thereafter. A minimum of ten days in advance of the desired release date, Respondent Canyon View Capital's affirmative fair housing marketing activities shall be submitted to FHEO for review and approval before implementation. If Respondents Springdale Ridge Investors, LLC and Canyon View Capital have executed a conciliation agreement in the matter of [REDACTED] v. *Williams, et al.*, FHEO Case Number 06-19-4727-8, which also requires an identical FHEO-approved affirmative marketing plan, and that separate affirmative marketing plan can be carried out within the timeframe specified in the first ten sentences of this paragraph, then Respondents may satisfy the multiple affirmative marketing plan requirements simultaneously through a single affirmative marketing plan.

19. Within sixty (60) days of the Effective Date of this Agreement and for as long as this Agreement is in effect, Respondent Canyon View Capital will update rental application forms at the subject property to capture the race and national origin of applicant(s). The application form shall ask applicants to voluntarily fill out the race and national origin information. The portion of the rental application where this information is collected should contain the following disclaimer: "The following information is requested to assist Springdale Ridge in complying with the federal Fair Housing Act and will be kept confidential. Providing your race is voluntary and this information is not required in order to rent an apartment."

20. Within sixty (60) calendar days of the effective date of this Agreement, Respondent Canyon View Capital will create and submit for FHEO approval a written non-discrimination policy (“Non-Discrimination Policy”), which includes a policy prohibiting discrimination because of race, color, national origin, sex, religion, disability, and familial status (including pregnancy, the presence of children, or seeking custody) against applicants and tenants, and will update its employee handbook to reflect this policy nationwide. In addition, this policy shall be provided to all applicants, prospective tenants and current tenants and posted in all the leasing offices located in Arkansas. A list of leasing offices in Arkansas is attached as Exhibit B. The policy shall provide for a formal complaint procedure for submitting complaints of discrimination against Canyon View Capital employees. The non-discrimination policy shall meet the following requirements, and may be modeled on the example policy attached as Exhibit C:

- a. The policy and procedure shall apply to all Canyon View Capital offices and services that interact with or otherwise affect Canyon View Capital tenants, applicants or prospective tenants.
- b. The policy shall inform all employees that they may not discriminate against Canyon View Capital tenants, applicants, prospective tenants or other persons seeking housing, or housing-related benefits or services from Canyon View Capital.
- c. The policy shall inform employees that any employee found to be engaging in such conduct will be disciplined, up to and including termination from employment.
- d. The policy shall set forth how and to whom complaints of discrimination and related misconduct by Canyon View Capital employees may be submitted and shall specify that complaints that do not follow these procedures will also be addressed.
- e. The policy shall set forth the steps Respondent Canyon View Capital will take to investigate and resolve such complaints of misconduct by Canyon View Capital employees, as well as how the resolution will be communicated to the person who submitted the complaint.
- f. The policy shall designate a person to oversee the complaint, investigation, and resolution process.

- i. The policy shall provide that a complaint may be made in writing or orally by an applicant, tenant, or program participant.
 - ii. If a complaint is made by phone, Canyon View Capital shall refer the complaining individual to the person designated to oversee complaints and shall separately notify the designated complaint coordinator about the complaining individual's phone complaint.
 - iii. The policy shall be available in English and Marshallese at the subject property.
21. Respondents agree to post an "Equal Housing Opportunity" sign indicating that all units are available for rent on a non-discriminatory basis. The sign will be posted in all leasing offices through which any residential property that is owned, leased or controlled by Respondents is rented or managed. The posters will be posted in English. A sign no smaller than eleven (11) inches by fourteen (14) inches that comports with 24 C.F.R. Part 110 will satisfy this requirement. The posters are available for downloading from HUD's website
https://www.hud.gov/program_offices/fair_housing_equal_opp/marketing.

H. MONITORING

22. The Department shall determine compliance with the terms of this Agreement. During the term of this Agreement, HUD may review compliance with this Agreement. As part of such review, HUD may examine witnesses and copy pertinent records of Respondents. Respondents agree to provide reasonable cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

I. REPORTING AND RECORDKEEPING

23. For the two (2) year period following the Effective Date of this Agreement, Respondents shall preserve and maintain all records which are the source of, contain, or relate to any information pertinent to its obligations under this Agreement.
24. For the two (2) year period following the Effective Date of this Agreement, Respondents shall provide to FHEO notification, in writing, of any formal complaint (meaning a complaint filed in state or federal court or a complaint filed with HUD or the Arkansas Fair Housing Commission) against Respondents or Respondents' Arkansas employees within ten (10) days of being served with that formal

complaint. In addition, Respondents shall provide to FHEO notification, in writing, of any informal complaint coming to the attention of or made to management alleging a violation of the Fair Housing Act within ten (10) days of notice of that informal complaint. Within sixty (60) days of the effective date of this agreement, Respondents shall (i) require all employees to report fair housing complaints to management within twenty-four (24) hours of when the complaint is made, hereinafter referred to as the “24-hour Fair Housing Reporting Requirement,” (ii) update all employee policies and handbooks to include the 24-hour Fair Housing Reporting Requirement, (iii) inform current employees of the 24-hour Fair Housing Reporting Requirement and distribute the updated employee policies and handbooks that reflect the 24-hour Fair Housing Reporting Requirement to them, and (iv) ensure that any future employees are informed of the 24-hour Fair Housing Reporting Requirement.

25. For the two (2) year period following the Effective Date of this Agreement, Respondents shall also inform FHEO, in writing, about the substance of any resolution of any formal or informal complaint referenced above alleging violation of the Fair Housing Act within ten (10) days of such resolution.

J. NOTICE

26. All required certifications and documentation of compliance with this Agreement must be submitted to:

Avery Jackson
U.S. Department of Housing & Urban Development
Office of Fair Housing and Equal Opportunity
451 7th St. SW, 5216
Washington, DC 20410

K. CONSEQUENCES OF BREACH

27. Whenever the Department, after an examination of any facts and circumstances, has reasonable cause to believe that the Respondents have breached this Agreement in a material way the Department may refer the alleged breach to the Attorney General of the United States with a request to commence a civil action in the appropriate U.S. District Court pursuant to §§ 810(c) and 814(b)(2) of the Act.
 - a) Any material act(s) or omission(s) that constitute a violation of the terms of this Agreement such as (1) a willful failure to perform in accordance with the terms of this Agreement; or (2) a willful violation of a statutory or regulatory provision or requirement applicable to this Agreement, may result in debarment as set forth at 2 C.F.R. § 2424.842; suspension, as set forth at 24 C.F.R. § 2424.747; or limited denial of participation, as set forth at 24

C.F.R. § 2424.1100 - 1165. See 2 C.F.R. Part 2424 generally for additional information on debarment, suspension and limited denial of participation.

L. CERTIFICATION

By affixing their signatures hereunder, the Parties certify that they have reviewed and understand the terms and conditions of this Agreement, and that they have full authority to enter into this Agreement on behalf of themselves or as agents of others.

M. SIGNATURES

Complainant:

Redacted Name

Date

Complainant:

Redacted Name

Date

Respondent Mirta Williams:

Mirta Williams

Date

Respondent Canyon View Capital:

By

Date

Respondent Springdale Ridge Property Investors, LLC:

By

Date

On Behalf of HUD:

Mark L. Matulef
Director
FHEO Office of Systemic Investigations

Date