



CONCILIATION AGREEMENT

Between

U.S. Department of Housing and Urban Development

and

Redacted Name
(Complainant)

and

G Davi Properties

Guido A. Davi II
(Respondents)

Under

Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act)

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

FHEO CASE NUMBER: 09-21-3085-8

FHEO CASE NAME: **Redacted Name** v. *G Davi Properties and Guido A. Davi II*

HUD DATE FILED: November 4, 2020

Effective Date of Agreement: _____

Expiration Date of Agreement: _____

• **Parties and Subject Property**

Complainant

Redacted
Name

Monterey, CA 93940

Respondents

G Davi Properties
484 Washington Street, Suite D
Monterey, CA 93940

Guido A. Davi II
10344 East Filaree Lane
Scottsdale, AZ 85262

Subject Property

Redacted Name

Pacific Grove, CA 93950

B. Statement of Facts

On November 4, 2020, Redacted Name (“Complainant”) filed a complaint with the United

States Department of Housing and Urban Development ("the Department") alleging that G Davi Properties and Guido A. Davi II (Owner), (jointly, "Respondents"), violated subsections 804(f)(1), 804(f)(2), and 804(f)(3)(B) and Section 818 of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. §3601 *et seq.*) ("the Act"). Complainant alleged that Respondents discriminated against him based on disability by failing to grant a reasonable accommodation request for an assistance animal, which resulted in a lost opportunity for housing.

Respondents deny having discriminated against Complainant but agree to settle the complaint referenced above by entering into this Conciliation Agreement.

C. Term of Agreement

1. This is a Conciliation Agreement between Complainant, named above, and Respondents, named above. As specifically stated herein, 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 will not constitute 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 Regional Fair Housing and Equal Opportunity ("FHEO") Director or her designee.
2. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director or her designee.

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 FHEO Regional Director or her designee.

F. Mutual Releases

11. Complainant hereby forever waives, releases, and covenants not to sue the Department

or Respondents, their heirs, executors, assigns, agents, employees, or 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 Number 09-21-3085-8, or which could have been filed in any action or suit arising from said subject matter.

- 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 09-21-3085-8, or which could have been filed in any action or suit arising from said subject matter.

G. Non-Retaliation

- 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.

F. Relief for Complainant

- Respondents agree to pay Complainant the sum total of ten thousand dollars (\$10,000) within fourteen (14) calendar days of the effective date of this Agreement. Payment will be in the form of a business check made payable to "Redacted Name" and mailed to Redacted Name Monterey, CA 93940 via U.S. certified mail or other delivery service with tracking capability.

To show compliance with paragraph F14, Respondents will provide a copy of the check and the tracking information to the Department within twenty-one (21) calendar days of the effective date of this Agreement. The copies shall be sent to the Department at the email address specified in paragraph I24 of this Agreement.

G. Relief in the Public Interest

15. Respondents agree to comply with all of the provisions of the Act, which prohibits discrimination on the basis of race, color, national origin, religion, sex, familial status, and disability, and HUD's implementing regulations at 24 C.F.R. part 100 *et seq.*

16. Respondents acknowledge that:

- a. Subsection 804(f)(1) of the Act makes it unlawful to discriminate in the rental, or to otherwise make unavailable or deny, a dwelling to any renter because of disability;
- b. Subsection 804(f)(2) of 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, on the basis of disability;
- c. Subsection 804(f)(3)(B) of the Act makes it unlawful to refuse to make reasonable accommodations in the rules, policies, practices, or services, when such accommodations may be necessary to afford persons with disabilities equal opportunity to use and enjoy a dwelling; and
- d. Section 818 makes it illegal to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of his having exercised or enjoyed, or on account of his having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by section 803, 804, 805, or 806 of the Act.

17. Respondents agree not to discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of race, color, religion, sex, familial status, national origin, or disability.

18. Respondents agree to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person a with disability equal opportunity to use and enjoy housing.

19. Respondents agree to not 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.

20. Respondents agree not 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.

21. Respondents agree to, within ninety (90) calendar days from the effective date of this Agreement, create and implement a written Reasonable Accommodation Policy (“Policy”) and modify any associated forms or materials, consistent with the Act, the

Department’s implementing regulations at 24 CFR Part 100 *et seq.*, and the Joint Statement of HUD and the Department of Justice on “Reasonable Accommodations under the Fair Housing Act” located here: <https://www.hud.gov/sites/dfiles/FHEO/documents/huddojstatement.pdf> and FHEO Notice 2020-01, “Assessing a Person’s Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act,” located here: <https://www.hud.gov/sites/dfiles/PA/documents/HUDAsstAnimalNC1-28-2020.pdf>.

The Policy must explicitly acknowledge and advise employees, tenants and prospective tenants that an assistance animal may qualify as a reasonable accommodation under the Act. The Policy shall acknowledge that medical verification may be necessary only if the disability and/or need for the accommodation or modification is not obvious and apparent. The Policy shall further acknowledge that such verification may come from a doctor or other medical professional, such as a therapist, physician's assistant, nurse, counselor, social worker, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability. The Policy shall also specify that Respondents will provide timely responses in writing to all requests for reasonable accommodation. The Policy shall require the tracking of each reasonable accommodation request, including, but not limited to, the date of receipt, the name and address of the requester, whether verification of disability and need were requested, whether the request was approved or denied, and when the accommodation was fully implemented.

To show compliance with paragraph G21, Respondents agree to submit a copy of the Policy to the Department within ninety-five (95) calendar days of the effective date of this Agreement. This documentation shall be provided to

the Department at the address specified in paragraph I24 below.

22. Respondents agree that within thirty-five (35) calendar days of the effective date of this Agreement, Respondent Guido A. Davi II, along with any other 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, with an emphasis on reasonable accommodations, conducted by the Department. It is understood that the next such training being offered by the Department will take place on March 31, 2021 from 10:00 a.m. to 2:00 p.m. via a live online training. There is no cost to attend the training. Respondents will contact the Department by email at the email address set forth in paragraph I24 of this Agreement to register for the training within fifteen (15) calendar days of the effective date of this Agreement.

To show compliance with paragraph G22, Respondent Guido A. Davi II and any other staff as set forth above will be present at the beginning of said training and attend the entire training. The Department will provide certificates of completion via email to all such attendees.

H. Monitoring

23. The Department shall determine compliance with the terms of this Agreement. As

part of such monitoring, 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 full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

I. Reporting and Recordkeeping

24. All required certifications and documentations of compliance with the terms of this Agreement shall be submitted by email to:
janice.m.mcconico@hud.gov.

J. Consequences of Breach

25. The Parties understand that if the Department has reasonable cause to believe that Respondents have breached this Agreement, the Department shall refer the matter 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 PAGE

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

Redacted Name
Complainant

Date

RESPONDENTS' SIGNATURE PAGE

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

Redacted Name

Respondent

Date

—

[Redacted Name]
Respondent

Date

APPROVAL and Execution of Conciliation Agreement

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

Anné Quesada
Regional Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development

Date