



**CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT**

Between

**U.S. Department of Housing and Urban Development**

**REDACT NAME**

**(Complainants)**

and

**ConAm Management Corporation  
Mission Cove Seniors Housing Associates, L.P.  
Community HousingWorks Inc.  
Carolyn Compass Rose LLC  
City of Oceanside  
William Ramacciotti  
Erika Brimage  
Tricia Aranda  
(Respondents/Recipients)**

Under

Title VIII of the Civil Rights Act of **1968**, as amended (Fair Housing Act)  
Section 504 of the Rehabilitation Act of 1973 (Section 504)  
The Americans with Disabilities Act of 1990 (ADA)

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

HUD CASE NAME:

**REDACT NAME** v. ConAm Management Corporation, et al.  
HUD CASE NUMBERS: 09-19-7642-8 / 09-19-7642-4 /09-19-7642-D  
HUD Date Filed: August 21, 2019

Effective Date of Agreement: 10/23/2019  
Expiration Date of Agreement: 10/23/2020

## A. PARTIES AND SUBJECT PROPERTY

### Complainants

**REDACT NAME** c/o Fair Housing Center, Legal Aid Society San Diego

### **REDACT ADDRESS**

San Diego, CA 92114

**REDACT NAME** is represented by:

Amalea Romero, Fair Housing Center, Legal Aid Society San Diego  
110 S Euclid Ave  
San Diego, CA 92114

### **REDACT NAME**

do Fair Housing Center, Legal Aid Society San Diego  
110 S Euclid Ave  
San Diego, CA 92114

### Respondents/Recipients

Mission Cove Seniors Housing Associates, L.P.  
c/o Susan M. Reynolds  
3111 Camino del Rio North, Suite 800  
San Diego, CA 92108

Carolyn Compass Rose LLC  
c/o Susan M. Reynolds  
3111 Camino del Rio North, Suite 800  
San Diego, CA 92108

Community Housing Works Inc.  
c/o Susan M. Reynolds  
3111 Camino del Rio North, Suite 800  
San Diego, CA 92108

William Ramacciotti  
ConAm Management Corporation  
3990 Ruffin Road  
Suite 100  
San Diego, CA 92123

ConAm Management Corporation  
c/o CSC — Lawyers Incorporating Service, Agent for Service of Process  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833

Erika Brimage  
ConAm Management Corporation  
do CSC — Lawyers Incorporating Service, Agent for Service of Process  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833

Tricia Aranda  
ConAm Management Corporation  
do CSC — Lawyers Incorporating Service, Agent for Service of Process  
2710 Gateway Oaks Drive, Suite 150N  
Sacramento, CA 95833

City of Oceanside  
c/o Barbara L. Hamilton  
Assistant City Attorney  
300 N Coast Highway  
Oceanside, CA 92054

**Subject Property**

Mission Cove Senior Apartments  
3229 Mission Cove Way  
Oceanside, CA 92054

**B. STATEMENT OF FACTS**

A complaint was filed on August 21, 2019, with the United States Department of Housing and Urban Development ("the Department") alleging that the Complainants were injured by a discriminator) act of the Respondents/Recipients. Complainants alleged that the Respondents/Recipients violated subsections 804(f) and **818** of the Fair Housing Act as amended in 1988, 42 U.S.C. § 3601 et seq. ("the Act"). Complainants also alleged a violation of Section 504 of the Rehabilitation Act of 1973 ("Section 504) and the Americans with Disabilities Act of 1990 ("the ADA"), which Responents/Recipients must comply with because of their receipt of Federal financial assistance.

Respondents/Recipients deny having discriminated against Complainants but agree to settle the complaint by entering into this Conciliation Agreement/Voluntary Compliance Agreement.

**C. TERM OF AGREEMENT**

1. This is a Conciliation Agreement between the Complainants, named above, and the Respondents/Recipients, named above, and a Voluntary Compliance Agreement between the U.S. Department of Housing and Urban Development and said Respondents/Recipients. As specifically stated herein, this Conciliation Agreement/Voluntary Compliance Agreement ("Agreement") shall govern the conduct of the parties to it for a period of one (1) year from the effective date of the Agreement.

#### **D. EFFECTIVE DATE**

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law, a Conciliation Agreement pursuant to the Act, nor a Voluntary Compliance Agreement pursuant to Section 504 or the ADA unless and until such time as it is approved by the Department, through the Office of Fair Housing and Equal Opportunity ("FHEO") Regional Director, or her designee.

3. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director, San Francisco Region, or her designee.

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

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.

5. It is understood that Respondents/Recipients deny any violation of law and this Agreement does not constitute an admission by Respondents/Recipients or evidence of a determination by the Department of any violation of the Act or Section 504 or the ADA.

6. Respondents/Recipients 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/Recipients 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/Recipients, their employees, heirs, successors and assigns.

8. It is understood that, pursuant to subsection 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or her designee, it is a public document.

9. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondents/Recipients made pursuant to the Act, Section 504 or The ADA, or any other complaint within the Department's jurisdiction.

10. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director, or her designee.

11. The parties agree that the execution of this Agreement may be accomplished by separate executions of consent to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.

12. It is understood that the lessee of the subject property is "Mission Cove Seniors Housing Associates, L.P.," and that "Mission Cove Family 1 Housing LP" is incorrectly identified as a Respondent/Recipient in the subject complaint. It is understood that Mission Cove Family 1 Housing LP, is not party to this Agreement, but this Agreement resolves the complaint against it.

13. It is understood that the signature of Susan M. Reynolds is made with the authority and on behalf of Respondents/Recipients Mission Cove Seniors Housing Associates, L.P., Carolyn Compass Rose LLC, and Community HousingWorks Inc.

14. It is understood that "Erika LNU" as named in the subject complaint is Erika Brimage.

15. Complainants hereby forever waive, release, and covenant not to sue the Department or Respondents/Recipients, 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 BUD Case Numbers 09-19-7642-8, 09-19-7642-4, or 09-19-7642-D. or which could have been filed in any action or suit arising from said subject matter.

16. Respondents/Recipients hereby forever waive, release, and covenant not to sue the Department or Complainants, their heirs, executors, successors, assigns, agents, officers, board members, employees, or attorneys with regard to any and all claims, damages, or injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 09-19-7642-8, 09-19-7642-4, or 09-19-7642-D, or which could have been filed in any action or suit arising from said subject matter.

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

17. Within twenty-one (21) days of the effective date of this Agreement, Mission Cove Seniors Housing Associates, LP agrees to pay Legal Aid Society of San Diego, Inc. \$23,228. Payment will be in the form of a certified check or business check made payable to "Attorney Client Trust Account of Legal Aid Society of San Diego, Inc.," and mailed to Amalea Romero, Staff Attorney, Legal Aid Society of San Diego, Inc., 110 South Euclid Avenue, San Diego, CA 92114. Mission Cove Seniors Housing Associates, LP will provide a copy of the check to the Department within thirty (30) days of the effective date of this Agreement.

18. Within ten (10) days of the effective date of this Agreement, ConAm Management Corporation, as the agent for Mission Cove Seniors Housing Associates, LP, agrees to rescind on behalf of Mission Cove Seniors Housing Associates, LP, via written notice to Complainants, the noise complaint dated June 21, 2019, issued to Complainants. ConAm Management Corporation, as the agent for Mission Cove Seniors Housing Associates, LP, will provide a copy of the notice to the Department within thirty (30) days of the effective date of this Agreement.

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

19. Within ten (10) days of the effective date of this Agreement, ConAm Management Corporation, as the agent for Mission Cove Seniors Housing Associates, LP, agrees to notify all residents of Mission Cove Senior Apartments that accessible grab bars may be installed for their bathroom shower, bathtub, or toilet to accommodate a disability, per the tenant's request. The information provided to tenants will state that these grab bars would be installed at no cost to the tenant. ConAm Management Corporation, as the agent for Mission Cove Seniors Housing Associates, LP, will provide a copy of the notice to the Department within thirty (30) days of the effective date of this Agreement.

20. Within thirty (30) days of the effective date of this Agreement, ConAm Management Corporation, as the agent for Mission Cove Seniors Housing Associates, LP, will identify all tenants of the Subject Property who would like to request grab bars to accommodate a disability. This information will be obtained through surveys and/or interviews of tenants. Within forty (40) days of the effective date of this Agreement, Respondents/Recipient ConAm Management Corporation, as the agent for Mission Cove Seniors Housing Associates, LP, will notify the Department of each tenant who requested grab bars by providing the following information and documentation: tenant name, unit number, location of requested grab bars (bathroom, shower, bathtub), date of request, copy of request and response, and phone number.

21. Within sixty (60) days of the effective date of this Agreement, Mission Cove Seniors Housing Associates, LP will install all grab bars identified in paragraph 17 above. The grab bars will be installed pursuant to the accessibility standards of Section 504 and the ADA.

22. Within seventy (70) days of the effective date of this Agreement, ConAm Management Corporation, as the agent for Mission Cove Seniors Housing Associates, LP, will provide the Department with a list of all grab bars installed at the subject property with photos of each installation. This list will include grab bars installed at Mission Cove Senior Apartments prior to the effective date of this Agreement. If grab bars were not installed in any units where they were requested, Mission Cove Seniors Housing Associates, LP will provide an explanation as to why they were not installed.

23. Within thirty (30) days of the effective date of this Agreement, ConAm Management Corporation, as the agent for Mission Cove Seniors Housing Associates, LP, agrees to provide a report to the Department that identifies all outstanding reasonable accommodation requests at the Subject Property. Within sixty (60) days of effective date of this agreement, ConAm Management Corporation, as the agent for Mission Cove Seniors Housing Associates, LP, must confirm with HUD that all accommodation requests have been processed and considered and provide the Department with the disposition of each, to include a description of what was requested, unit number of tenant who made the request, and whether or not the request was granted.

24. Within ten (10) days of the effective date of this Agreement, ConAm Management Corporation will provide Legal Aid Society of San Diego, Inc. and the Department with the contact information for its fair housing compliance officer and Section 504 Coordinator.

25. Respondents/Recipients agree that within ninety (90) days of the effective date of this Agreement, all leasing and management staff who work with tenants at the Subject Property, and the Regional Portfolio Manager, shall attend a live training session on fair housing and reasonable accommodations [minimum of three (3) hours] provided by a fair housing agency or other qualified trainer, subject to prior approval by the Department. Respondents/Recipients will provide the Department written certification that the training has been completed, along with a list of the attendees, within one hundred (100) days of the effective date of this Agreement.

26. Within thirty (30) days of the effective date of this Agreement, ConAm Management Corporation, as the agent for Mission Cove Seniors Housing Associates, LP, will deliver a copy of the fair housing policy as stated in the lease agreement to all occupied units, and post a fair housing poster, as described in 24 Code of Federal Regulation Section 110.25, in the rental office in view of tenants and applicants for tenancy.

27. Respondents/Recipients agree to, within ten (10) days of the effective date of this Agreement begin to maintain a log of all reasonable accommodation requests made by residents of the Subject Property and actions taken in response to the accommodation requests. Respondents/Recipients shall maintain the log for a period of no less than one (1) year from the effective date of this Agreement, and Respondents/Recipients will provide the Department with a copy of the reasonable accommodation request log at intervals of ninety (90) days from the effective date of this Agreement (at 90 days, **180** days, 270 days, and 360 days).

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

## **R. MONITORING**

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

## **I. REPORTING AND RECORDKEEPING**

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

U.S. Department of Housing and Urban Development  
Fair Housing Enforcement Branch

ATTENTION: Jerry Cull inen, Equal Opportunity Specialist  
34 Civic Center Plaza, Room 7015  
Santa Ana, CA 92701-4003

**J. CONSEQUENCES OF BREACH**

31. Whenever the Department has reasonable cause to believe that Respondents/Recipients have breached this Agreement, the matter shall be referred to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to subsections 810(c) and 814(b)(2) of the Act.

32. Respondents/Recipients understand that failure to carry out the terms of this Agreement may result in suspension or termination of or refusal to grant or to continue federal financial assistance, or other actions authorized by law.



**COMPLAINANTS' SIGNATURES**

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

**REDACT NAME**

Complainant

10/16/2019

Date

**REDACT NAME and SIGNATURE**

\_\_\_\_\_  
Complainant

10/16/2019

Date

RESPOND ENTITIES' SIGNATURES

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

ConA Management Corporation

By: •  
for:

Date

Erika Brimage

Date

Tricia Aranda

Date

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Susan M. Reynolds  
Chief Executive Officer  
Community HousingWorks Inc.  
On behalf of  
Mission Cove Seniors Housing Associates, LP.  
Carolyn Compass Rose LLC  
Community HousingWorks

Date

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Deanna Lorson  
City of Oceanside

Date

**RESPONDENTS'/RECIPIENTS' SIGNATURES**


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

ConAm Management Corporation

By:

Its: \_\_\_\_\_

\_\_\_\_\_  
William Ramacciotti Date

  
\_\_\_\_\_  
Erika Bri Date 01/16/11

  
\_\_\_\_\_  
Tricia Aranda Date 7/11/11

\_\_\_\_\_  
Susan M. Reynolds Date  
Chief Executive Officer  
Community HousingWorks Inc.  
On behalf of  
Mission Cove Seniors Housing Associates, L.P.  
Carolyn Compass Rose LLC  
Community HousingWorks Inc.

\_\_\_\_\_  
Deanna Lorson Date  
City of Oceanside

**RESPONDENTS' IRECIPIENTS' SIGNATURES**

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

ConAm Management Corporation

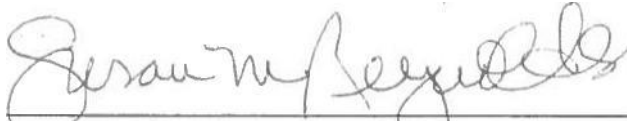
By:

Its: \_\_\_\_\_

\_\_\_\_\_  
William Ramacciotti \_\_\_\_\_ Date

\_\_\_\_\_  
Erika Brimage \_\_\_\_\_ Date

\_\_\_\_\_  
Tricia Aranda \_\_\_\_\_ Date



\_\_\_\_\_  
Susan M. Reynolds \_\_\_\_\_ Date

Chief Executive Officer  
Community HousingWorks Inc.  
On behalf of  
Mission Cove Seniors Housing Associates, L.P.  
Carolyn Compass Rose LLC  
Community HousingWorks Inc.

\_\_\_\_\_  
Deanna Lorson \_\_\_\_\_ Date  
City of Oceanside

**RESPONDENTS'/RECIPIENTS' SIGNATURES**

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

ConAm Management Corporation

By:

Its: \_\_\_\_\_

William Ramacciotti

Date

\_\_\_\_\_  
Erika Brimage

Date

\_\_\_\_\_  
Tricia Aranda

Date

\_\_\_\_\_  
Susan M. Reynolds  
Chief Executive Officer  
Community HousingWorks Inc.  
On behalf of  
Mission Cove Seniors Housing Associates, L.P.  
Carolyn Compass Rose LLC  
Community HousingWorks Inc.

Date

City of Oceanside

Deanna Lorson  
Deanna Lorson

10-17-19  
Date  
OCEANSIDE CITY ATTORNEY  
Barbara L. Hamilton  
BARBARA L. HAMILTON  
Assistant City Attorney

**APPROVAL and Execution of Voluntary Compliance Agreement**

This signature attests to the approval and acceptance of this Conciliation Agreement and on behalf of the U.S. Department of Housing and Urban Development for the execution of the Voluntary Compliance Agreement.

**10/23/2019**

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Anne Quesada  
Regional Director  
Office of Fair Housing and  
Equal Opportunity

Date