



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

**TITLE VIII**

**CONCILIATION AGREEMENT**

Between

**NAME REDACTED**

(Complainant)

and

**Summit at Alpine Apartment Homes Limited Partnership  
Property West Residential Management Company  
Roxana Vergara  
Robin Kinard  
c/o Craig McMahon, Attorney  
Kimball, Tirey, & St. John, LLP**

(Respondents)

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

HUD CASE NAME: **NAME REDACTED** v Property West Residential  
HUD CASE NUMBER: 09-17-9579-8

HUD Date Filed: August 17, 2017

Effective Date of Agreement: 7/3/2018

Expiration Date of Agreement: 7/3/2018

**A. PARTIES AND SUBJECT PROPERTY**

**Complainant**

NAME REDACTED

ADDRESS REDACTED

Alpine, CA 91901

**Respondents**

Summit at Alpine Apartment Homes Limited Partnership (Owner)  
c/o Craig McMahon  
Kimball, Tirey, & St. John LLP  
7676 Hazard Center Drive Suite 900-B  
San Diego, CA 92108

Property West Residential Management Company  
c/o Craig McMahon  
Kimball, Tirey, & St. John LLP  
7676 Hazard Center Drive Suite 900-B  
San Diego, CA 92108

Robin Kinard, Assistant Manager  
c/o Craig McMahon  
Kimball, Tirey, & St. John LLP  
7676 Hazard Center Drive Suite 900-B  
San Diego, CA 92108

Roxana Vergara, Manager  
c/o Craig McMahon  
Kimball, Tirey & St. John LLP

**Subject Property**

Summit at Alpine Apartment Homes Limited Partnership  
2660 Alpine Blvd. No.  
Alpine, CA 91901

**B. STATEMENT OF FACTS**

A complaint was filed on August 17, 2017 with the United States Department of Housing and Urban Development (“the Department”) alleging that the Complainant was injured by the Respondents’ discriminatory acts. The Complainant alleged that the Respondents violated subsections 804(f)(1), 804(f)(2), and 804(f)(3)(B) of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 (“the Act”).

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

**C. TERM OF AGREEMENT**

1. This Conciliation Agreement (“Agreement”) shall govern the conduct of the parties to it for a period of one (1) year from the effective date of the Agreement.

**D. EFFECTIVE DATE**

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor a Conciliation Agreement pursuant to the Act, unless and until such time as it is approved by the Department, through the Office of Fair Housing and Equal Opportunity (“FHEO”) Regional Director, or her designee.
3. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director, San Francisco Region, or her designee.

**E. GENERAL PROVISIONS**

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm that they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
5. It is understood that Respondents deny any violation of law and this Agreement does not constitute an admission by Respondents or evidence of a determination by the Department of any violation of the Act or any other law.
6. Respondents acknowledge that they have an affirmative duty not to discriminate under the Act, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Act. Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement and a statutory violation of the Act.
7. This Agreement, after it has been approved by the FHEO Regional Director, or her designee, is binding upon Respondents, their employees, heirs, successors and assigns.
8. It is understood that, pursuant to subsection 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or her designee, it is a public document.
9. This Agreement does not in any way limit or restrict the Department’s authority to investigate any other complaint involving Respondents made pursuant to the Act, or any other complaint within the Department’s jurisdiction.

10. No amendment to, modification of, or waiver of any provisions of this Agreement shall be effective unless: (a) all signatories or their successors to the Agreement agree in writing to the amendment, modification, or waiver; (b) the amendment, modification, or waiver is in writing; and (c) the amendment, modification, or waiver is approved and signed by the FHEO Regional Director, or her designee.
11. The parties agree that the execution of this Agreement may be accomplished by separate executions of consent to this Agreement, the original executed signature pages to be attached to the body of the Agreement to constitute one document.
12. It is understood that the signature of Irma Conde is made with the authority and on behalf of Respondents Summit at Alpine Apartment Homes Limited Partnership, Property West Residential Management Company, Roxanne Vergara, and Robin Kinard.
13. The Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondents, their heirs, executors, successors, assigns, agents, officers, board members, employees, or attorneys with regard to any and all claims, damages, or injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 09-17-9579-8, or which could have been filed in any action or suit arising from said subject matter.
14. Respondents hereby forever waives, releases, and covenants 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 09-17-9579-8, or which could have been filed in any action or suit arising from said subject matter.

#### **F. RELIEF FOR COMPLAINANT**

15. Respondents agree to pay Complainant \$6,500 within fifteen (15) days of the effective date of this Agreement. Payment will be in the form of a certified check or business check made payable to NAME REDACTED and mailed to ADDRESS REDACTED. Respondents will provide a copy of the check to the Department within thirty (30) days of the effective date of this Agreement.

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

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

17. Respondents agree 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 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 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.
18. Respondents will continue to enforce their Fair Housing policy which includes reasonable accommodations.

#### **H. MONITORING**

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

#### **I. REPORTING AND RECORDKEEPING**

20. All required certifications and documentation of compliance must be submitted to:  
U.S. Department of Housing and Urban Development  
Fair Housing Enforcement Center  
ATTENTION: COMPLIANCE OFFICER  
One Sansome Street, Suite 1200  
San Francisco, CA 94104

#### **J. CONSEQUENCES OF BREACH**

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

Conciliation Agreement

**NAME REDACTED** v Property West Residential

09-17-9579-8

**COMPLAINANT'S SIGNATURE**

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

**SIGNATURE REDACTED**

**6/22/18**


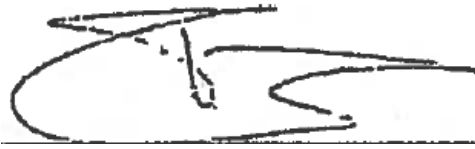
**NAME REDACTED**

Date

Complainant

**RESPONDENTS' SIGNATURES**

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



6/29/2018

Irma Conde  
General Manager,  
PROPERTY WEST RESIDENTIAL

Date

On Behalf of Respondents:  
Summit at Alpine Apartment Homes Limited Partnership  
Property West Residential Management Company  
Roxana Vergara  
Robin Kinard

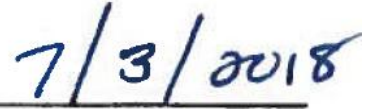
Conciliation Agreement

NAME REDACTED v Property West Residential

09-17-9579-8

**APPROVAL**

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



7/3/2018

Anné Quesada  
Regional Director  
Office of Fair Housing and  
Equal Opportunity

Date