

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONCILIATION AGREEMENT

between

NAME REDACTED
(Complainant)

And

Raj Naicker
Blaydan Sami
Kassandra Lindley
(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: 09-18-1181-8 (Title VIII)
FHEO CASE NAME: NAME REDACTED v Fountain Crest Apartments

HUD Date Filed: January 16, 2018

Effective Date of Agreement: 7/3/2018

Expiration Date of Agreement: 7/3/2021

A. PARTIES AND SUBJECT PROPERTY

Complainant

NAME REDACTED
ADDRESS REDACTED

Rancho Cordova, CA 95670

Other Aggrieved Parties

Dominic Manna (Minor)

De Angelo Price-Manna (Minor)

Draven Price (Minor)

Respondents

Raj Naicker
2719 Mills Park Drive
Rancho Cordova, CA 95670

Blaydan Sami
4126 Mystic View Court
Hayward, CA 94542

Kassandra Lindley
10508 Redburn Lane #2
Rancho Cordova, CA 95670

Subject Property

Fountain Crest Apartments
2719 Mills Park Drive
Rancho Cordova, CA 95670

B. STATEMENT OF FACTS

On January 1, 2018, Complainant **NAME REDACTED** filed a complaint with the United States Department of Housing and Urban Development (“the Department” or “HUD”) alleging that Respondents denied her reasonable accommodation request to keep her assistance animal at the subject property. Complainant alleges that Respondents’ conduct violated §§ 804(f)(2) and 804(3)(B) of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (“the Act”).

Respondents deny having discriminated against Complainant but agree to settle the claims in the underlying action by entering into this Conciliation Agreement.

C. TERM OF AGREEMENT

1. This is a Conciliation Agreement between the Complainant, named above, and the Respondents, named above. As specifically stated herein, this Conciliation Agreement (“Agreement”) shall govern the conduct of the parties to it for a period of three (3) years from the effective date of the Agreement.

D. EFFECTIVE DATE

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

E. GENERAL PROVISIONS

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed 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. The 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.
6. 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 and all others in active concert with them in the ownership or operation of the subject property.
7. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director, or her designee, it is a public document.

8. 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.
9. 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.
10. 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.
11. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondents, their successors, heirs, executors, assigns, agents, officer, board members, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 09-18-1181-8, or which could have been filed in any action or suit arising from said subject matter.
12. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainant and their successors, heirs, executors, assigns, agents, officers, board members, employees and attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 09-18-1181-8 or which could have been filed in any action or suit arising from said subject matter.\

F. RELIEF FOR COMPLAINANT

13. Respondents Naicker and Sami agree to pay Complainant the sum total of ten thousand dollars (\$10,000) as set forth herein: (1) the sum of five thousand dollars (\$5,000.00) within fourteen (14) calendar days of the effective date of this Agreement; and (2) the sum of five thousand dollars (\$5,000.00) at the time Complainant and all occupants vacate the premises, relinquish keys, and restore the premises to Respondents. Payment of the first sum will be made by cashier's check made payable to **NAME REDACTED** and mailed to **ADDRESS REDACTED** via U.S. certified mail or other delivery service with tracking capability. Payment of the second sum will be made by cashier's check made payable to **NAME REDACTED** and delivered, in person, to Complainant at the time she and all occupants vacate. Respondents shall be deemed to have satisfied the payment obligation required by

this agreement by payment of the sums due hereunder, to Complainant named herein.

To show compliance with paragraph F13, Respondents will provide a copies of the check identified above to the Department within thirty (30) business days of the effective date of this Agreement, together with a copy of the delivery tracking report or certified mail receipt or written receipt of key return as evidence of delivery. The photocopies of the checks and delivery information should be sent to the address specified in paragraph I33 of this Agreement.

14. It is understood that Complainant has agreed to vacate the premises on or before 11:59 p.m. on July 15, 2018. It is the express representation of Complainant that she is the only adult occupant in possession of the premises who may assert a claim of right to possession of the premises.
15. Respondent Naicker agrees to provide Complainant with a one thousand dollar (\$1,000) rent credit for June 2018 and a rent credit of four hundred and eighty-three dollars and ninety cents (\$483.90) for the first fifteen days of July 2018. Complainant acknowledges that Respondent Naicker has already provided the June 2018 rent credit.

To show compliance with this paragraph F15, Respondent Naicker will provide a copy of Complainant's rent balance sheet showing zero owed for the first fifteen (15) days of July. The balance sheet shall be provided to the Department by July 31, 2018, and should be sent to the address specified in paragraph I33 of this Agreement.

16. Respondents agree to provide Complainant with a neutral reference on each occasion should a prospective housing provider contact Respondents for the purpose of verifying Complainant's rental history. Complainant understands that Respondents will be under no obligation to provide the required neutral reference if she: does not vacate the premises on or before July 15, 2018 at 11:59 p.m.; causes any damage, beyond the normal wear and tear, to any portion at the premises or on the common property beyond that which is presently known; declines to provide access to the premises for an inspection upon written notice by Respondents, prior to the date of vacating, and, again, on the date of vacating, for a move-out walkthrough, to ensure and document that no new damage has been done to the premises; or fails to leave the unit in a clean and orderly condition free from all debris, trash and personal possessions upon vacating the premises. Any personal property remaining at the premises upon Complainant vacating the property shall be deemed abandoned and Respondents shall be entitled to sell, dispose, or otherwise determine the disposition of the remaining personal property in whatever manner Respondents deems appropriate. Respondents shall not be required to comply with any statutory requirements for providing notice to

Complainant concerning the disposition of any personal property remaining at the premises.

To show compliance with paragraph F16, Respondents agree to provide information regarding inquiries from prospective housing providers upon request by the Department.

17. Respondents agree to waive their right to take legal action against Complainant, or seek compensation from Complainant beyond the amount of Complainant's security deposit, for any damage to the subject property, whether presently known or unknown. This waiver does not alter Respondents' right to otherwise deduct expenses from Complainant's security deposit as permitted by and in accordance with California law. Furthermore, this waiver does not alter Respondents' right to terminate Complainant's tenancy by notice, and serve Complainant with a lawsuit for Unlawful Detainer thereafter.

G. RELIEF IN THE PUBLIC INTEREST

18. Within ninety (90) calendar days of the effective date of this Agreement, Respondent Naicker, Mills Park Management, LLC co-owner Kiran Singh, and any other individual who interacts with or makes housing-related decisions concerning tenants occupying dwelling units owned and/or managed by Respondent Naicker and/or Mills Park Management, LLC, will attend a training session on fair housing lasting at least three (3) hours, including coverage of the Act and reasonable accommodations. Training shall be provided by the Department. The next such training will be held at:

July 24, 2018, 10:00 a.m. – 2:00 p.m.
U.S. Department of Housing & Urban Development
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430

Respondent Lindley further agrees to attend a training session on fair housing lasting at least three (3) hours, including coverage of the Act and reasonable accommodations. Training shall be provided by the Department. Respondent Lindley shall attend the training held at:

January 22, 2019, 10:00 a.m. – 2:00 p.m.
U.S. Department of Housing & Urban Development
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430

To show compliance with paragraph G18, Respondents and all other individuals required to attend will sign the sign-in sheet at the beginning of the fair housing

training class, and will receive a certificate of completion from the Department at the conclusion of the fair housing training class.

19. Respondent Naicker agrees to, within ninety (90) calendar days from the effective date of this Agreement, create a written Reasonable Accommodation and Reasonable Modification Policy (“Policy”) that is consistent with the Act, the Joint Statements of HUD and the Department of Justice on “Reasonable Accommodations under the Fair Housing Act” (<https://www.hud.gov/sites/documents/huddojstatement.pdf>) and “Reasonable Modifications under the Fair Housing Act” (https://www.hud.gov/sites/documents/reasonable_modifications_mar08.pdf), and Section I of HUD Notice FHEO-2013-01, “Service Animals and Assistance Animals for People with Disabilities in Housing and HUD-Funded Programs” (https://www.hud.gov/sites/documents/SERVANIMALS_NTCFHEO2013-01.PDF). The Policy will ensure that reasonable accommodation and reasonable modification requests are consistently recorded and responded to in a timely manner. The Policy must explicitly acknowledge and advise employees, tenants and prospective tenants that an emotional support or companion animal may qualify as a reasonable accommodation under the Act. The Policy shall acknowledge that medical verification may be necessary 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.

To show compliance with paragraph G19, Respondent Naicker agrees 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 I33 below. Respondent Naicker will implement the Policy in a manner compliant with the Act at all properties he and/or Mills Park Management, LLC owns and/or manages within one hundred-twenty (120) days from the effective date of this Agreement.

20. Respondent Naicker agrees to distribute the Policy as set forth in paragraph G19 to current tenants at all properties he owns or manages within one hundred twenty (120) calendar days of the effective date of this Agreement.

To show compliance with paragraph G20, Respondent Naicker will send a written statement explaining how Respondents distributed the Policy, along with a copy of any letters, emails, or other communications sent to residents to inform them of the Policy. These materials shall be sent to the Department at the address set forth in paragraph I33 below within one hundred twenty-five (125) calendar days of the effective date of this Agreement.

21. Respondent Naicker agrees to include the Policy as set forth in paragraph G19 in all lease agreements at all properties he and/or Mills Park Management, LLC owns and/or manages starting within one hundred twenty (120) calendar days of the effective date of this Agreement.

To show compliance with paragraph G21, Respondent Naicker will send a copy of a lease revised to include the Policy to the Department at the address set forth in paragraph I33 below within one hundred twenty-five (125) calendar days of the effective date of this Agreement.

22. Respondents acknowledge that reasonable accommodation/modification requests can be made orally or in writing, and that housing providers must give appropriate consideration to requests even if the querent does not use the provider's designated form. Additionally, Respondents understand that the Act does not prescribe a uniform procedure for requesting a reasonable accommodation/modification to be used with all providers. To request an accommodation or modification, an individual need not use a specific written form, mention the Act or use the phrase "reasonable accommodation" or "reasonable modification." In general, a tenant or prospective tenant should make clear to the housing provider that he or she is requesting that an exception, change, or adjustment be made to a rule, policy, practice, or service, or that a modification be made to a building or dwelling unit because he or she has a disability.

23. Respondent Naicker agrees that within ninety (90) calendar days of the effective date of this Agreement, he will create a Reasonable Accommodation and Modification Request Form that complies with the Act ("Form"), and will make the Form readily available to all applicants and current and future tenants, at all properties at all properties he and/or Mills Park Management, LLC owns and/or manages. The Form will be available at all leasing offices. It is understood that reasonable accommodation and reasonable modification requests may be made verbally and persons seeking reasonable accommodations or reasonable modifications need not use this Form; however, staff can assist individuals in filling out the Form or can complete the Form on behalf of the person requesting reasonable accommodation and /or modification such that there will be a written record of every request for reasonable accommodation and/or modification.

To show compliance with paragraph G23, Respondent Naicker agrees to send a copy of the Form to the Department at the address specified in paragraph I33 below within ninety-five (95) calendar days of the effective date of this Agreement.

24. Respondent Naicker agrees that within ninety (90) calendar days of the effective date of this Agreement, he will create, and implement, at all properties he owns or manages, an "Assistance Animal Agreement" that complies with the Act and Section I of HUD Notice FHEO-2013-01, "Service Animals and Assistance

Animals for People with Disabilities in Housing and HUD-Funded Programs” (https://www.hud.gov/sites/documents/SERVANIMALS_NTCFHEO2013-01.PDF). Respondent Naicker agrees that this Assistance Animal Agreement will replace all prior rules, applications and forms used to approve and regulate the presence of assistance animals on all properties owned and/or managed by Respondent Naicker and/or Mills Park Management, LLC.

To show compliance with paragraph G24, Respondent Naicker agrees to send a copy of the Assistance Animal Agreement to the Department at the address specified in paragraph I33 below within ninety-five (95) calendar days of the effective date of this Agreement.

25. Respondent Naicker agrees to track all requests for reasonable accommodation and/or reasonable modification in an Excel spreadsheet (“Tracking Sheet”) at all properties he and/or Mills Park Management, LLC owns or manages. The Tracking Sheet shall state whether the requester is a tenant or applicant, the name of the requester, the requester’s address, the date of the request, what the request is, whether and on what date verification of disability and/or need was requested, whether and on what date such verification was provided, whether the request was approved or denied, the approval or denial date, and if Respondent Naicker is required to take any affirmative action (e.g. reassigning a parking space), the date that action was completed. Respondent Naicker further agrees to maintain all records related to reasonable accommodation and/or modification requests listed in the Tracking Sheet, including, but not limited to, electronic and paper communications, medical letters, and verification forms.

To show compliance with paragraph G25, Respondent Naicker agrees to provide to the Department, at the address set forth in paragraph I33, a copy of the Tracking Sheet, according to the schedule set forth below. The schedule for providing the Tracking Sheet to the Department is as follows: during the first year of the Agreement, Respondent Naicker shall provide the Tracking Sheet at intervals of ninety (90) days from the effective date of this Agreement (at 90 days, 180 days, 270 days, and 360 days). For the second and third years of this Agreement, Respondent Naicker shall provide the tracking Sheet on an annual basis (June 15, 2020 and June 15, 2021).

26. Respondent Naicker shall display and maintain a fair housing poster as described in Part 110.25 of Title 24 of the Code of Federal Regulations, at all locations where dwelling units are offered for sale or rental by one or more Respondent and/or by and/or Mills Park Management, LLC. Said posters shall be prominently displayed so as to be readily apparent to all persons seeking housing accommodations.

27. Respondent Naicker agrees that any and all advertisements or postings will continue to contain the following phrase "Equal Housing Opportunity" conspicuously located within the text.
28. Respondents acknowledge that the Act makes it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with a disability an equal opportunity to use and enjoy a dwelling. Respondents further acknowledge that the Act makes it unlawful to refuse to permit reasonable modifications when such modifications may be necessary to afford a person with a disability full enjoyment of the premises. Respondents agree to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a disabled person equal opportunity to use and enjoy housing, and further agree to permit reasonable modifications of existing premises occupied or to be occupied by a disabled person, if such modifications may be necessary to afford such person full enjoyment of the premises.
29. Respondent Naicker agrees to rescind the entirety of the "rules for outside play" and revise the "house rules" to comply with the Act, including but not limited to removing the following rule:
 - a. "6. No rollerskating, skateboarding or riding bikes on the premises."

Respondent Naicker agrees to send a copy of the revised "house rules" to all tenants, whether living at the subject property or another property owned and/or managed by Respondent Naicker and/or Mills Park Management, LLC, within forty-five (45) calendar days of the effective date of this Agreement. The revised rules shall be accompanied by a cover letter notifying each tenant that the prior "house rules" and "rules for outside play" have been rescinded and replaced.

To show compliance with paragraph G29, Respondent Naicker will provide a copy of the revised "house rules" to the Department within thirty (30) calendar days of the effective date of this Agreement. Respondent Naicker will further provide a copy of the cover letter and a list of the tenants who received the cover letter and accompanying revised "house rules" to the Department within sixty (60) calendar days of the effective date of this Agreement. All documentation shall be sent to the address set forth in paragraph I33 below.

30. Respondents agree to refrain from discriminating on the basis of race, national origin, color, disability, sex, religion and familial status as protected under federal law. Respondent agrees to comply with all of the provisions of the Act and as outlined in 24 CFR part 100 et seq.

31. Respondent Naicker agrees to communicate the provisions of this Agreement, within thirty (30) days of its effective date, to all employees, agents, and officers who are responsible for compliance with the Agreement.

H. MONITORING

32. 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

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

U.S. Department of Housing & Urban Development
Office of Fair Housing and Equal Opportunity
ATTN: Conciliation Monitoring Unit
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430

Or by email to: sf_complianceunit@hud.gov

J. CONSEQUENCES OF BREACH

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

Conciliation Agreement

NAME REDACTED v. *Fountain Crest Apartments*

HUD No.: 09-18-1181-8

COMPLAINANT'S SIGNATURE

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

SIGNATURE REDACTED

NAME REDACTED, Complainant

Date 6-26-18

RESPONDENT'S SIGNATURE

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

Raj Naicker

06-27-18

Raj Naicker, Respondent

06-27-18

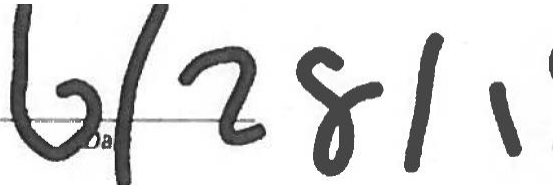
Date

RESPONDENT'S SIGNATURE

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



Cassandra Lindley, Respondent



6/28/18

Date

Kassandra Lindley, Respondent

RESPONDENT'S SIGNATURE

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

Blaydan Sami 6/27/18

Blaydan Sami, Respondent

6/27/18
Date

APPROVAL

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


for Anné Quesada

7/3/2018
Date

Anné Quesada
Regional Director
Office of Fair Housing and Equal Opportunity

7/3/2018
Date