



UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

CONCILIATION AGREEMENT

between

NAME REDACTED
NAME REDACTED
(Complainants)

And

Joel Crawley
Christie A. Crawley
William Ware
Distinctive Properties Real Estate and Property Management
(Respondents)

Under

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

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

HUD CASE NUMBER: 09-21-7673-8
HUD CASE NAME: **NAME REDACTED** *et al. v. Distinctive Properties Real Estate and Property, et al.*

HUD Date Filed: November 17, 2021

Effective Date of Agreement: _____

Expiration Date of Agreement: _____

A. Parties and Subject Property

Complainants

NAME REDACTED
ADDRESS REDACTED
Bakersfield, CA 93313

NAME REDACTED
ADDRESS REDACTED
Bakersfield, CA 93313

Respondents

Joel Crawley
PO Box 117
Somis, CA 93066

Christie A. Crawley
PO Box 117
Somis, CA 93066

William Ware
4660 American Avenue, Suite 102
Bakersfield, CA 93309

Distinctive Properties Real Estate and Property Management
4660 American Avenue, Suite 102
Bakersfield, CA 93309

Subject Property

1809 Lacey Street
Bakersfield, CA 93304

B. Statement of Allegations

On April 30, 2021, **NAME REDACTED** and **NAME REDACTED** (jointly, “Complainants”) filed a complaint with the United States Department of Housing and Urban Development (“the Department” or “HUD”). Complainants alleged that Joel Crawley, Christie A. Crawley, William Ware, Distinctive Properties Real Estate and Property Management, and Stanley “Trina” Peterson discriminated against them on the basis of race and disability in violation of subsections 804(a), 804(f)(1), 804(b), 804(f)(2), 804(c), 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”) when Stanley “Trina” Peterson made discriminatory statements regarding

Complainants' race and disability, and refused to provide an accessible parking space.

Joel Crawley, Christie A. Crawley, William Ware, Distinctive Properties Real Estate and Property Management (collectively, "Respondents") deny having discriminated against Complainants 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 Complainants, 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 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 his designee.
3. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director or his designee ("Effective Date").

E. General Provisions

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaints. The parties affirm that they have read and fully understand the significance of the terms set forth herein. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.
 - a. This Agreement also resolves the complaint as to Stanley "Trina" Peterson, even though she is neither a party nor a signatory thereto.¹
5. It is understood that Respondents deny any violation of the law and that this Agreement does not constitute an admission by Respondents, nor 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. Respondents acknowledge 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

¹ It is understood that Stanley "Trina" Peterson no longer works at the Subject Property or at any property owned and/or managed by Respondents Joel Crawley, Christie A. Crawley, William Ware, and/or Distinctive Properties Real Estate and Property Management.

subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.

7. 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.
 - a. It is understood that the signature of Joel Crawley, Owner, is made with the authority and on behalf of Christie A. Crawley, Owner.
 - b. It is understood that the signature of William Ware, Manager, is made with the authority and on behalf of Distinctive Properties Real Estate and Property Management.
8. This Agreement, subsequent to the approval by the FHEO Regional Director, or his designee, is binding upon Respondents, their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates, other owners and all others in active concert with Respondents in the operation of dwelling units.
9. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Regional Director or his designee, it is a public document.
10. 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.
11. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless all the following conditions are met: (a) all signatories or their successors to the Agreement agree in writing to the proposed 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 his designee.

F. Mutual Releases

12. Complainants hereby forever waive, release, and covenant not to sue the Department or Respondents, or their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates, other owners or attorneys with regard to any and all claims, damages and injuries of whatever nature whether presently known or unknown, alleged or which could have been alleged arising out of the subject matter of HUD case number 09-21-7673-8 or which could have been filed in any action or suit arising from said subject matter.
13. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainants, or their employees, heirs, successors, executors, assignees,

predecessors, representatives, agents, principals, directors, officers, affiliates 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 09-21-7673-8 or which could have been filed in any action or suit arising from said subject matter.

G. Relief for Complainants

14. Respondent Joel Crawley agrees to pay Complainants the sum total of twenty-five thousand dollars (\$25,000) in two installments, as follows:
 - a. Respondent Joel Crawley agrees to pay Complainants the first installment of five thousand dollars (\$5,000) within ten (10) days of the Effective Date of this Agreement.
 - b. Respondent Joel Crawley agrees to pay Complainants the second installment of twenty thousand dollars (\$20,000) within seven (7) days of Complainants vacating the Subject Property and returning to Respondent William Ware the keys to unit 8 located at the Subject Property, if Complainants do so on or before June 30, 2022.

Payment for the first and second installments will be in the form of a certified check or business check made payable to "**NAME REDACTED**" and delivered to Jina Kim, Staff Attorney, GBLA Fair Housing Law Project, 615 California Ave, Bakersfield, CA 93304, via U.S. certified mail or other delivery service with tracking capability.

To show compliance with paragraphs G14 and G14a, Respondent Joel Crawley will provide a copy of the certified check or business check and the delivery tracking information for the first installment to the Department within fifteen (15) days of the Effective Date of this Agreement.

To show compliance with paragraphs G14 and G14b, Respondent Joel Crawley will provide a copy of the certified check or business check and the delivery tracking information for the second installment to the Department within fifteen (15) days of June 30, 2022. Alternatively, instead of a copy of a check for the second installment, Respondent Joel Crawley will provide documentation showing that Complainants did not vacate the Subject Property and return the keys for unit 8 to Respondent William Ware on or before June 30, 2022.

The documentation shall be submitted to the Department at the email address set forth in paragraph J35 below.

15. Respondents agree that they will not charge Complainants any further rent or fees, provided that Complainants vacate the Subject Property on or before June 30, 2022.

To show compliance with paragraph G15, thirty (30) days after June 30, 2022 Respondents will provide to the Department a copy of the Final Account Statement

referenced in paragraph G17 below. The copy shall be sent to the Department at the email address sent forth in paragraph J35 below.

16. Within fifteen (15) days of the Effective Date of this Agreement, Respondents agree to provide Complainants with a letter of neutral landlord reference stating that Complainants were tenants at the Subject Property from March 2019 to the Effective Date of this Agreement. Respondents further agree to provide said neutral reference to any third party that contacts them regarding Complainants' tenancy at the Subject Property.

To show compliance with paragraph G16, Respondents will provide the Department with a copy of the letter of neutral landlord reference within thirty (30) days of the Effective Date of this Agreement at the email address set forth in paragraph J35 below.

17. Within thirty (30) days after June 30, 2022, Respondents agree to provide Complainants a Final Account Statement showing zero (\$0) balance, provided that Complainants vacated the Subject Property on or before June 30, 2022.

To show compliance with paragraph G17, Respondents will provide the Department with a copy of the Final Account Statement within thirty (30) days after June 30, 2022, at the email address set forth in paragraph J35 below.

H. Relief in the Public Interest

18. Respondents agree to comply with the Act and the Department's regulations set forth at 24 CFR Part 100, *et seq.* Respondents acknowledge that the Act makes it unlawful to discriminate on the basis of race, color, national origin, religion, sex, familial status, and disability and agree to refrain from discriminating against any person on the basis of race, national origin, color, disability, sex, religion, and familial status as protected under federal law.
19. Respondents acknowledge that Section 818 of the Act makes it unlawful 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, and further agree to refrain from engaging in such activities.
20. Respondents acknowledge that subsection 804(a) of the Act makes it unlawful to refuse to sell or rent, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race. Respondents agree to refrain from refusing to sell or rent, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of race.
21. Respondents acknowledge that subsection 804(b) 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 race. Respondents agree to refrain from discriminating 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.

22. Respondents acknowledge that subsection 804(c) of the Act makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race or disability, or an intention to make any such preference, limitation, or discrimination. Respondents agree to refrain from making, printing, or publishing, or causing to be made, printed, or published any notice, statement, or advertisement, with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race or disability, or an intention to make any such preference, limitation, or discrimination.
23. Respondents acknowledge that subsection 804(f)(1) of the Act makes it unlawful to discriminate in the sale or rental, or to otherwise make unavailable or deny, a dwelling to any buyer or renter because of disability. Respondents agree to refrain from refusing to sell or rent, or refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of disability.
24. Respondents acknowledge that 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. Respondents agree to refrain from discriminating 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 disability.
25. Respondents acknowledge that 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. Respondents agree to make reasonable accommodations in rules, policies, practices, or services, when such accommodations may be necessary to afford a person with disability equal opportunity to use and enjoy housing.
26. Respondents acknowledge and agree that reasonable accommodation requests can be made orally or in writing, and that they must give consideration to requests even if the requestor does not use their designated form. Additionally, Respondents understand that the Act does not prescribe a uniform procedure for requesting a reasonable accommodation. To request an accommodation, an individual need not mention the Act or use the phrase “reasonable accommodation”. In general, a requestor should make clear that they are requesting that an exception, change, adjustment, or modification be made to a rule, policy, practice, service, building or dwelling unit because they have a disability.

27. Respondents acknowledge and agree that the Act does not require reasonable accommodation requests to be made at a particular time, and that reasonable accommodation requests may be made at any time during the application process or tenancy. Respondents further acknowledge and agree that reasonable accommodation requests may be made at any time during the eviction process, including at trial, and up until such time that a tenant vacates the property.
28. Respondents acknowledge and agree that when evaluating reasonable accommodation requests under the Act, medical verification may be requested only if the disability and/or need for the accommodation is not obvious and apparent. Respondents acknowledge and agree that such verification may come from a doctor or other medical professional, a peer support group, a non-medical service agency, or a reliable third party who is in a position to know about the individual's disability.
29. Respondents agree to process any and all future requests made by or on behalf of applicants and/or residents for reasonable accommodation in a timely manner, in accordance with their policies and procedures, and in compliance with the Act and its implementing regulations, and the Joint Statement of HUD and the Department of Justice on Reasonable Accommodations Under the Fair Housing Act, available at https://www.hud.gov/sites/documents/DOC_7771.PDF, and as applicable, FHEO Notice FHEO-2020-01 on entitled "Assessing a Person's Request to Have an Animal as a Reasonable Accommodation Under the Fair Housing Act," available at: <https://www.hud.gov/sites/dfiles/PA/documents/HUDAsstAnimalNC1-28-2020.pdf>.
30. Respondents acknowledge that under Section 818 of the Act and as set forth in 24 CFR § 100.65, it is unlawful to subject a person to harassment because of race, color, religion, sex, disability, familial status, or national origin that has the effect of imposing different terms, conditions, or privileges relating to the sale or rental of a dwelling or denying or limiting services or facilities in connection with the sale or rental of a dwelling, and it is unlawful to condition the terms, conditions, or privileges relating to the sale or rental of a dwelling, or deny or limit the services or facilities in connection therewith, on a person's response to harassment because of race, color, religion, sex, handicap, familial status, or national origin.
31. Respondents acknowledge that they have an obligation to take prompt action to end discriminatory housing practices under Section 818 of the Act and as set forth in 24 CFR § 100.7. Pursuant to these provisions, a person is directly liable for the person's own conduct that results in a discriminatory housing practice; failing to take prompt action to correct and end a discriminatory housing practice by that person's employee or agent, where the person knew or should have known of the discriminatory conduct; and failing to take prompt action to correct and end a discriminatory housing practice by a third-party, where the person knew or should have known of the discriminatory conduct and had the power to correct it. Respondents additionally acknowledge that under these provisions, a person is vicariously liable for a discriminatory housing

practice by the person's agent or employee, regardless of whether the person knew or should have known of the conduct that resulted in a discriminatory housing practice, consistent with agency law.

32. Respondents agree to process all complaints of harassment based on race, sex, disability, familial status, religion, national origin or color, received from tenants, applicants, and/or employees in accordance with their policies and procedures, and in compliance with the Act and its implementing regulations.
33. Respondents Joel Crawley and William Ware, along with all Distinctive Properties Real Estate and Property Management employees who interact with residents and/or applicants and/or who make housing-related decisions regarding residents and/or applicants at the subject property, including but not limited to decisions regarding reasonable accommodation and complaints of harassment, shall attend a fair housing class conducted by Department's Region IX Office of Fair Housing and Equal Opportunity. The next such class is currently scheduled for August 16, 2022 from 10:00 a.m. to 2:00 p.m. PST via a live online platform. There is no cost to attend the Department's training. Respondents shall contact the Department at the email address set forth in paragraph J35 of this Agreement to register all specified personnel for the training within fourteen (14) days of the Effective Date of this Agreement.

To show compliance with paragraph H33, those individuals required to attend the Department's training as specified above shall be present at the beginning of the training, attend the entire training, and comply with the instructions given therein to verify attendance. The Department will provide certificates of completion upon verification of attendance.

I. Monitoring

34. The Department shall monitor compliance with this Agreement. As part of such monitoring, the Department may inspect Respondents' property, interview 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.

J. Reporting and Record Keeping

35. All required certifications and documentation of compliance with the terms of this Agreement shall be submitted via e-mail to Sally Pai at Sally.Y.Pai@hud.gov.

K. Consequences of Breach

36. Respondents 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

Conciliation Agreement

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HUD Case No. 09-21-7673-8

appropriate U.S. District Court, pursuant to 42 U.S.C. §3610(c).

COMPLAINANTS' SIGNATURES

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

NAME REDACTED

(Complainant)

Date

NAME REDACTED

(Complainant)

Date

RESPONDENTS' SIGNATURES

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

Joel Crawley Date
(Respondent)

Joel Crawley, Owner Date
On behalf of
Christie A. Crawley
(Respondent)

William Ware Date
(Respondent)

William Ware, Date
Manager of Distinctive Properties Real Estate and Property Management
On behalf of
Distinctive Properties Real Estate and Property Management
(Respondent)

Conciliation Agreement

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APPROVAL

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

Kenneth J. Carroll
Regional Director
Office of Fair Housing and Equal Opportunity (FHEO)

Date