



CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT

Between

U.S. Department of Housing and Urban Development

Inland Fair Housing and Mediation Board (IFHMB)
(Complainant)

and

**National Community Renaissance; Desert Meadows Housing Partners, LP
Luz Carrillo; Victorville Housing Partnership; Tanya Ballou
Cathedral Family Housing Partners LP; Mariana Verdugo
National Community Renaissance of California; Theresa Sylvester**
(Respondents/Recipients)

Under

**Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act), and
Title VI of the Civil Rights Act of 1964 (Title VI)**

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

HUD CASE NAMES: *Inland Fair Housing and Mediation Board v. National Community Renaissance et al.*; *Inland Fair Housing Mediation Board v. Victorville Housing Partnership et al.*; *Inland Fair Housing Mediation Board v. Cathedral Family Housing Partners LP et al.*; and *Inland Fair Housing Mediation Board v. National Community Renaissance of California et al.*

HUD CASE NUMBERS: 09-20-1063-8/6, 09-20-1001-8/6, 09-20-1000-8/6, 09-20-1066-8/6

HUD Dates Filed: June 1, 2020, and June 9, 2020

Effective Date of Agreement: _____

Expiration Date of Agreement: _____

A. PARTIES AND SUBJECT PROPERTIES

Complainant

Inland Fair Housing and Mediation Board (IFHMB)
1500 South Haven Ave. Suite 100
Ontario, CA 91761

Respondents

National Community Renaissance
c/o CSC Lawyers Incorporating Service
2710 Gateway Oaks Dr., Ste. 150N
Sacramento, CA 95833

National Community Renaissance
9241 Haven Ave.
Rancho Cucamonga, CA 91730

Desert Meadows Housing Partners, LP
c/o CSC Lawyers Incorporating Service
2710 Gateway Oaks Dr., Ste. 150N
Sacramento, CA 95833

Desert Meadows Housing Partners, LP
9241 Haven Ave.
Rancho Cucamonga, CA 91730

Luz Carrillo
9241 Haven Avenue
Rancho Cucamonga, CA 91730

Victorville Housing Partnership
c/o CSC - Lawyers Incorporating Service - Registered Agent
2710 Gateway Oaks Dr., Ste. 150N
Sacramento, CA 95833

Tanya Ballou
15500 Midtown Dr.
Victorville, CA 92394

Conciliation Agreement / Voluntary Compliance Agreement

Inland Fair Housing and Mediation Board v. National Community Renaissance et al. (09-20-1063-8/6); *Inland Fair Housing Mediation Board v. Victorville Housing Partnership et al.* (09-20-1000-8/6); *Inland Fair Housing Mediation Board v. Cathedral Family Housing Partners LP et al.* (09-20-1001-8/6); and *Inland Fair Housing Mediation Board v. National Community Renaissance of California et al.* (09-20-1066-8/6)

Cathedral Family Housing Partners LP
c/o CSC - Lawyers Incorporating Service - Registered Agent
2710 Gateway Oaks Dr., Ste. 150N
Sacramento, CA 95833

Mariana Verdugo
34-300 Corregidor Dr.
Cathedral City, CA 92234

National Community Renaissance of California
c/o CSC - Lawyers Incorporating Service - Registered Agent
2710 Gateway Oaks Dr., Ste. 150N
Sacramento, CA 95833

Theresa Sylvester
17251 Dante St.
Victorville, CA 92394

Subject Properties

34-300 Corregidor Drive
Cathedral City, CA 92234

17251 Dante Street
Victorville, CA 92394

15500 Midtown Drive
Victorville, CA 92394

44071 Clinton Street
Indio, CA 92201

B. STATEMENT OF FACTS

On June 1, 2020 and June 9, 2020, Complainant Inland Fair Housing and Mediation Board (“Complainant” or “IFHMB”) filed multiple complaints, based on testing data, with the United States Department of Housing and Urban Development (“HUD” or “Department”) alleging, based on testing investigations, that Respondents/Recipients National Community Renaissance, Desert Meadows Housing Partners, LP, Luz Carrillo, Victorville Housing Partnership, Tanya Ballou, Cathedral Family Housing Partners LP, Mariana Verdugo, National Community Renaissance of California and Theresa Sylvester violated subsections 804(a), 804(b) and 804(c) of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 (“the Act”), by refusing to rent to Persons with Limited English Proficiency (LEP) based on national origin. Complainants also alleged violations of Title

VI of the Civil Rights Act of 1964 (“Title VI”), which Respondents/Recipients must comply with because of its receipt of federal financial assistance. It is understood that Respondent Alexis LNU is not a party to this Agreement, the investigation show that Respondents did not have an employee named Alexis LNU during the relevant period, thus Respondent Alexis LNU was improperly named.

Respondents/Recipients deny the above allegations of having discriminated against Complainant but agree to settle the complaint by entering into this Conciliation/ Voluntary Compliance Agreement (“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 his designee.
3. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director, San Francisco Region, or his designee.

E. GENERAL PROVISIONS

4. It is understood that Respondents Luz Carrillo, Tanya Ballou, Mariana Verdugo, and Theresa Sylvester are not parties to this Agreement, this Agreement resolves the complaint against them, and they will be sent a copy of the Agreement.
5. 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.
6. It is understood that Respondents/Recipients 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.
7. 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 further acknowledge that any subsequent retaliation or discrimination

constitutes both a material breach of this Agreement and a statutory violation of the Act.

8. This Agreement, after it has been approved by the FHEO Regional Director, or his designee, is binding upon Respondents/Recipients, their employees, heirs, successors and assigns.
9. It is understood that, pursuant to subsection 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/Recipients made pursuant to the Act, or any other complaint within the Department's jurisdiction.
11. 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 his designee.
12. 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.
13. It is understood that the signature of Carmen I. Garcia, President and CEO of Inland Fair Housing Mediation Board is made with the authority and on behalf of Inland Fair Housing Mediation Board.
14. Complainant hereby forever waives, releases, and covenants 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 HUD Case Numbers 09-20-1063-8/6, 09-20-1001-8/6, 09-20-1000-8/6, 09-20-1066-8/6, or which could have been filed in any action or suit arising from said subject matter.
15. Respondents/Recipients 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 Numbers 09-20-1063-8/6, 09-20-1001-8/6, 09-20-1000-8/6, 09-20-1066-8/6, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

16. Respondents/Recipients agree to pay Complainant the sum total of nine thousand dollars (\$9,000.00) within thirty (30) days of the effective date of this Agreement. Said payment will be in the form of a certified or business check made payable to “Inland Fair Housing and Mediation Board” and mailed to Complainant via first class mail delivery with tracking capability to: Inland Fair Housing and Mediation Board, Attention Carmen I. Garcia, 1500 South Haven Ave. Suite 100, Ontario, CA 91761. Respondents will provide a photocopy of said check and delivery tracking information to the Department within ten (10) days of the payment to the address specified in paragraph I23 of this Agreement.

G. RELIEF IN THE PUBLIC INTEREST

17. 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 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.
18. Respondents/Recipients agree that Respondent Mariana Verdugo, Respondent Luz Carrillo and Respondent Tanya Ballou have attended fair housing training provided by a fair housing agency or other approved agency/law firm within the past calendar year and will submit documentation attesting to completion of the training to the Department.
19. Respondents/Recipients acknowledge that Title VI of the Civil Rights Act of 1964 prohibits discrimination on the basis of race, color, and national origin in programs and activities receiving federal financial assistance.
20. Respondents/Recipients acknowledge that they are recipients of federal funding and agree to comply with all of the provisions of Title VI of the 1964 Civil Rights Act and the Department's implementing regulations at 24 CFR Part 1, et seq.
21. Respondents/Recipients agree to comply with the Department's LEP Guidelines entitled “Final Guidance to Federal Financial Assistance Respondents Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons,” 72 Fed. Reg. 2732 (January 22, 2007).

H. MONITORING

22. 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, 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

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

U.S. Department of Housing and Urban Development
Office of Fair Housing and Equal Opportunity (FHEO)
ATTENTION: Ana Gutierrez
ana.l.gutierrez@hud.gov

J. CONSEQUENCES OF BREACH

24. 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.

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COMPLAINANT’S SIGNATURE

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

Carmen I. Garcia, President and CEO

Date

On Behalf of Complainant:

Inland Fair Housing and Mediation Board (IFHMB)

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RESPONDENTS' SIGNATURE

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

National Community Renaissance, a California non-profit public benefit corporation

By: _____
Michael Ruane, Executive Vice-President

National Community Renaissance of California, a California non-profit public benefit corporation

By: _____
Michael Ruane, Executive Vice-President

Desert Meadows Housing Partners, LP, a California limited partnership

By: _____
Michael Ruane, Executive Vice-President of
Southern California Housing Development
Corporation of the Inland Empire, its
General Partner

Victorville Housing Partners, L.P., a California limited partnership

By: _____
Michael Ruane, Executive Vice-President of
Southern California Housing Development
Corporation of the Inland Empire, its
General Partner

Cathedral Housing Partners, L.P., a California limited partnership

By: _____
Michael Ruane, Executive Vice-President of
Southern California Housing Development
Corporation of the Inland Empire, sole Member
And Manager of River Canyon GP, LLC, its
General Partner

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APPROVAL

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

Kenneth J. Carroll
Regional Director, Region IX
Office of Fair Housing and Equal Opportunity

Date