

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

Housing Rights Center
(Complainant)

And

AvalonBay Communities, Inc.
(Respondent)

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

HUD CASE NAME: *Housing Rights Center v. AvalonBay Communities, Inc.*

HUD CASE NUMBERS: 09-19-6784-8

HUD Date Filed: May 29, 2019

Effective Date of Agreement: August 1, 2019

Expiration Date of Agreement: August 1, 2020

A. PARTIES AND SUBJECT PROPERTY

Complainant

Housing Rights Center
3255 Wilshire Boulevard, Suite 1150
Los Angeles, CA 90010

Complainant's Representative

Chancela Al-Mansour, Executive Director
Housing Rights Center
3255 Wilshire Boulevard, Suite 1150
Los Angeles, CA 90010

Respondent

AvalonBay Communities, Inc.
671 N. Glebe Road, Suite 800
Arlington, VA 22203-2120

Respondent's Representative

Catherine White, Vice President - Associate General Counsel
AvalonBay Communities, Inc.
671 N. Glebe Road, Suite 800
Arlington, VA 22203-2120

Subied Property

AVA Burbank
401 N. Pass Avenue
Burbank, CA 91607

B. STATEMENT OF FACTS

A complaint was filed on May 29, 2019, with the United States Department of Housing and Urban Development ("the Department") alleging that the Complainant was injured by Respondent's discriminatory acts. Complainant alleged that the Respondent violated subsections 804(b) and 804(d) of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 ("the Act") by providing different and false information about terms, conditions and availability.

Respondent denies having discriminated against Complainant but agrees 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 Respondent denies any violation of law and this Agreement does not constitute an admission by Respondent or evidence of a determination by the Department of any violation of the Act or any other law.
6. Respondent acknowledges 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. Respondent further acknowledges 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 Respondent, its employees, heirs, successors and assigns.
8. It is understood that, pursuant to subsection 810(bX4) 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 Respondent 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 HMO 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 Chancela Al-Mansour, Executive Director of the Housing Rights Center, is made with the authority and on behalf of Complainant Housing Rights Center.
13. It is understood that the signature of Catherine White, Vice President - Associate General Counsel of AvalonBay Communities, Inc., is made with the authority and on behalf of Respondent AvalonBay Communities, Inc.
14. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondent, 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 09-19-6784-8, or which could have been filed in any action or suit arising from said subject matter.
15. Respondent 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 09-19-6784-8, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

16. Respondent agrees to pay Complainant \$20,000 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 Housing Rights Center and mailed to 3255 Wilshire Boulevard, Suite 1150, Los Angeles, CA 90010. Respondent 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

17. Respondent agrees to comply with all the provisions of the Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988. Respondent acknowledges that the Fair Housing Act makes it unlawful to discriminate on the basis of race, color, national origin, religion, sex, familial status, and 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. Respondent agrees 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 (minimum of three (3) hours) provided by a fair housing agency or other qualified trainer, subject to prior approval by the Department. Respondent 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.

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 Respondent's property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondent. Respondent agrees 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: Connie Fisher
300 N. Los Angeles Street, Suite 4054
Los Angeles, CA 90012

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.

