



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

**TITLE VIII**

**CONCILIATION AGREEMENT**

Between

**Redact Name**  
**Redact Name**  
(Complainants)

and

**Redact Name**  
**Redact Name**  
(Other Aggrieved Parties)

and

**Ronoel Romero**  
**Blanca Romero**  
**Mario Prudencio**<sup>1</sup>  
(Respondents)

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

HUD CASE NAME: **Redact Name**  
*v. Romero & Prudencio*  
HUD CASE NUMBER: 09-19-6132-8

HUD DATE FILED: March 28, 2019

Effective Date of Agreement: \_\_\_\_\_

Expiration Date of Agreement: \_\_\_\_\_

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<sup>1</sup> The Parties understand and agree that the Respondent named in the complaint as Mario Prudencia is designated properly in this Conciliation Agreement as Mario Prudencio.

**A. PARTIES AND SUBJECT PROPERTY**

**Complainants**

**Redact Name**

**Redact Address**

Bakersfield, CA 93309

**Redact Name**

**Redact Address**

Bakersfield, CA 93309

**Other Aggrieved Parties**

**Redact Name**

**Redact Address**

Bakersfield, CA 93309

**Redact Name**

**Redact Address**

Bakersfield, CA 93309

**Respondents**

Ronoel Romero  
1044 S. Charlotte Ave.  
San Gabriel, CA 91776

Blanca Romero  
1044 S. Charlotte Ave.  
San Gabriel, CA 91776

Mario Prudencio  
514 6th Street  
Bakersfield, CA 93304

**Subject Property**

5110 Hunter Avenue.  
Bakersfield, CA 93309

**B. STATEMENT OF FACTS**

On March 28, 2019, Complainants **Redact Names** (jointly, “Complainants”), filed a complaint with the United States Department of Housing and Urban Development (“HUD” or “Department”) alleging that Respondent Ronoel Romero (owner), Blanca

Romero (owner) and Mario Prudencio (property manager) (jointly, “Respondents”) violated subsections 804(b) and Section 818 of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 (“the Act”), by 1) subjecting them to differential treatment based on sex; and 2) subjecting them to sexual harassment. Throughout the course of the investigation two additional female tenants, **Redact Names** (“Other Aggrieved Parties”), who also alleged that Respondent Mario Prudencio subjected them to unwelcome sexual comments and unwelcome sexual advances.

Respondents deny having discriminated against Complainants and the two female tenants 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 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, 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. Complainants and Other Aggrieved Parties hereby forever waive, release, and covenant 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 and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD case number 09-19-6132-8, 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, Complainants or Other Aggrieved Parties, their heirs, executors, successors, assigns, agents, officers, board members, employees, 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 09-19-6132-8, or which could have been filed in any action or suit arising from said subject matter.

**F. RELIEF FOR COMPLAINANTS AND OTHER AGGRIEVED PARTIES**

14. Respondent Ronoel and Blanca Romero agree to pay Complainants a total of Ten Thousand Dollars (\$10,000.00) in six installments pursuant to the schedule below:

\$1,667 in February 2020.

\$1,667 in August 2020.

\$1,667 in February 2021

\$1,667 in August 2021.

\$1,666 in February 2022.

\$1,666 in August 2022.

The payments for February 2020, August 2020, February 2021 and August 2021 shall be in the amount of One Thousand, Six Hundred Sixty-Seven Dollars (\$1,667.00) and be sent on or before the first of every month with the first payment beginning on February 1, 2020. The payments for February 2022 and August 2022 shall be in the amount of One Thousand, Six Hundred Sixty-Six Dollars (\$1,666.00) and be sent on or before the first of every month. Each payment will be in the form of a certified or business check made payable to **Redact Names** and mailed to Complainants at **Redact Address**, Bakersfield, CA 93309, via U.S. certified mail or other delivery service with tracking capability. Respondents further agree to send the Department a copy of each payment and delivery tracking report or certified mail receipt as evidence of delivery.

15. Respondent Ronoel and Blanca Romero agree to pay **Redact Name** a total of One Thousand Five Hundred Dollars (\$1,500.00) and **Redact Name** a total of Three Thousand Dollars (\$3,000.00) in six installments pursuant to the schedule below:

**Redact Name**

\$250.00 in February 2020.  
\$250.00 in August 2020.  
\$250.00 in February 2021  
\$250.00 in August 2021.  
\$250.00 in February 2022.  
\$250.00 in August 2022.

**Redact Name**

\$500.00 in February 2020.  
\$500.00 in August 2020.  
\$500.00 in February 2021  
\$500.00 in August 2021.  
\$500.00 in February 2022.  
\$500.00 in August 2022.

Each payment for **Redact Name** shall be in the amount of \$250.00 and be sent on or before the first of each scheduled month with the first payment scheduled for February 1, 2020. Each payment for **Redact Name** shall be in the amount of \$500.00 and be sent on or before the first of each scheduled month with the first payment scheduled for February 1, 2020. Each payment will be in the form of a certified or business check made payable to either **Redact Name** or **Redact Name** as applicable. Each payment shall be mailed via U.S. certified mail or other delivery service with tracking capability to either **Redact Name** at **Redact Address**, Bakersfield, CA 93309, or **Redact Name** at **Redact Address**, Bakersfield, CA 93309, as applicable. Respondents further agree to send the Department a copy of each payment and delivery tracking report or certified mail receipt as evidence of delivery.

**G. RELIEF IN THE PUBLIC INTEREST**

16. Respondents confirm that as of August 2019, Respondent Mario Prudencio is no longer employed by Respondents and does not serve as property manager of the subject property. Respondents agree that they have completed the following actions:

- a. sent a letter via U.S. mail or other delivery service with tracking capability to Complainants' mailing address noted in Section A of this agreement attesting

- that Respondent Mario Prudencio is no longer employed as as property manager of the subject property.
- b. provided the Department with a copy of the letter and delivery confirmation noted in (a).
17. Respondent Mario Prudencio agrees that he shall be permanently prohibited from directly or indirectly engaging in or conducting any Property Management Responsibilities<sup>2</sup> as defined in this Agreement.
18. Respondents Ronoel and Blanca Romero agree that on the effective date of this Agreement, Synergy Property Management Company located at 3400 Panama Ln, Bakersfield, CA 93313, will be contracted to perform all property management duties, as described in Paragraph 17 n.2, with respect to the subject property and any other properties owned and managed by said Respondents.
19. 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.
20. Respondents agree that within ninety (90) days of the effective date of this Agreement, the following individuals shall attend a live training session on fair housing (“Fair Housing Training”) with a minimum of three (3) hours duration provided by a fair housing agency or other qualified trainer, subject to prior approval by the Department: Ronoel Romero and Blanca Romero. Respondents further agree to provide the Department with evidence of completion of the training within one hundred (100) days of the effective date of this Agreement.

## **H. MONITORING**

21. 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.

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<sup>2</sup> As used in this Agreement, “Property Management Responsibilities” include: advertising dwelling units for rent; showing or renting housing units; processing rental applications; supervising or performing repairs or maintenance; negotiating rents and security deposits; determining tenant eligibility for subsidies or waivers of fees and rent; determining whom to rent to, whom to evict, and/or whose lease to renew or not renew; inspecting dwelling units; collecting rent and fees; overseeing any aspects of the rental process; or engaging in any other property-related activities that involve, or may involve, direct or indirect personal contact with tenants or prospective tenants; operating, consulting, managing, staffing, participating in, working in (whether paid or unpaid), or otherwise having any involvement in the management, or maintenance of rental dwellings, including but not limited to those owned and/or managed by any Respondent in this Agreement.

**I. REPORTING AND RECORD KEEPING**

22. All required certifications and documentations of compliance with the terms of this Agreement shall be submitted to:

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity (FHEO)  
ATTENTION: André Scott  
300 North Los Angeles Street, Suite 4054  
Los Angeles, CA 90012

Or by email to: [andre.a.scott@hud.gov](mailto:andre.a.scott@hud.gov)

**J. CONSEQUENCES OF BREACH**

23. 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.

**COMPLAINANTS' SIGNATURE PAGE**

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

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**Redact Name**  
(Complainant)

Date

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**Redact Name**  
(Complainant)

Date



**OTHER AGGRIEVED PARTIES' SIGNATURE PAGE**

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

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**Redact Name**

(Other Aggrieved Party)

Date

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**Redact Name**

(Other Aggrieved Party)

Date

**RESPONDENTS' SIGNATURE PAGE**

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

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Ronoel Romero Date  
Owner  
(Respondent)

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Blanca Romero Date  
Owner  
(Respondent)

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Mario Prudencio Date  
Former Property Manager  
(Respondent)

**APPROVAL**

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

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Anné Quesada  
Regional Director  
Office of Fair Housing and Equal Opportunity (FHEO)

Date