



CONCILIATION AGREEMENT/VOLUNTARY COMPLIANCE AGREEMENT

Between

U.S. Department of Housing and Urban Development

and

NAME REDACTED

(Complainant)

and

FPI Management, Inc.
Wakeland Atmosphere, L.P.
(Respondents/Recipients)

Under

Title VIII of the Civil Rights Act of 1968
Section 504 of the Rehabilitation Act of 1973
Americans With Disability Act

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

HUD CASE NAME: **NAME REDACTED** v. *FPI Management, Inc. et al.*
HUD CASE NUMBERS: 09-20-8488-8, 09-20-8488-4, 09-20-8488-D

HUD Date Filed: October 16, 2019

Effective Date of Agreement: _____

Expiration Date of Agreement: _____

A. PARTIES AND SUBJECT PROPERTY

Complainant

NAME REDACTED
ADDRESS REDACTED

San Diego, CA 92101

Respondents/Recipients

FPI Management, Inc.
c/o Brian Adkins
Attorney at Law-Kimball, Tirey & St. John LLP
7676 Hazard Center Drive, Suite 900-B
San Diego, CA 92108

Wakeland Atmosphere, L.P.
c/o Brian Adkins
Attorney at Law-Kimball, Tirey & St. John LLP
7676 Hazard Center Drive, Suite 900-B
San Diego, CA 92108

Maiesha Anthony
c/o Brian Adkins
Attorney at Law-Kimball, Tirey & St. John LLP
7676 Hazard Center Drive, Suite 900-B
San Diego, CA 92108

Subject Property

Atmosphere
1453 4th Avenue
San Diego, CA 92101

B. STATEMENT OF FACTS

A complaint was filed on October 16, 2019, with the United States Department of Housing and Urban Development (“the Department”) alleging that the Complainant was injured by Respondents’/Recipients’ discriminatory acts. Complainant alleged that Respondents/Recipients violated subsections 804(f)(1), 804(f)(2), 818, 804(f)(3)(B), of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 (“the Act”). Complainant also alleged violations of Section 504 of the Rehabilitation Act of 1973 (“Section 504”) and the Americans with Disabilities Act of 1990 (“ADA”). Respondents/Recipients deny having discriminated against Complainant but agree to settle the complaint by entering into this Conciliation Agreement.

Respondent Maisha Anthony is no longer an employee of FPI Management. She is not a

party to this Agreement, this Agreement resolves the complaint against her, and she will be sent a copy of the Agreement.

C. TERM OF AGREEMENT

1. This is a Conciliation Agreement between the Complainant and the Respondents/Recipients, named above, and a Voluntary Compliance Agreement between the U.S. Department of Housing and Urban Development and said Respondents/Recipients. As specifically stated herein, this Conciliation Agreement/Voluntary Compliance 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, a Conciliation Agreement pursuant to the Act, or a Voluntary Compliance Agreement pursuant to Section 504, or ADA, 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/Recipients deny any violation of law and this Agreement does not constitute an admission by Respondents/Recipients or evidence of a determination by the Department of any violation of the Act, Section 504, the ADA, or any other law.
6. 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/Recipients 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/Recipients, their employees, heirs, successors and assigns, and all others in active concert with them in the ownership or operation of Atmosphere 1453 4th Avenue, San Diego, CA 92101.

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/Recipients made pursuant to the Act, Section 504, the ADA, 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. It is understood that the signatures of June Valle and Rebecca Louie are made with the authority and on behalf of Respondents/Recipients FPI Management, Inc., Wakeland Atmosphere, L.P.
13. 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 Number 09-20-8488-8, 09-20-8488-4, or 09-20-8488-D, or which could have been filed in any action or suit arising from said subject matter.
14. 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 Number 09-20-8488-8, 09-20-8488-4, or 09-20-8488-D, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

15. Respondents/Recipients agree to pay the amount of \$12,500.00 to the Complainant within ten (10) days of the effective date of this Agreement. Payment will be in the form of a certified check or business check made payable to **NAME REDACTED**, and mailed to **ADDRESS REDACTED**, San Diego, CA 92101. Respondents/Recipients will provide a copy of the check to the Department within twenty (20) day of the effective date of this Agreement.

G. PUBLIC INTEREST RELIEF

16. Respondents/Recipients agree that within ninety (90) days from the effective date of this Agreement, all Property Managers and Assistant Property Managers at the Subject Property shall attend a live training session on fair housing and reasonable accommodations (minimum of three (3) hours) provided by a fair housing agency or other qualified trainer, subject to prior approval by the Department. Respondents/Recipients 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.

17. Respondents/Recipients confirm that they have modified their Reasonable Accommodations Policy to include the following:

“Residents may submit a Reasonable Accommodation request for review. Upon verification of disability and need, residents will either be immediately assigned a reserved parking space, if available, or be placed on a wait list for the next available unassigned parking space that meets the disabled resident’s needs. Residents who request to have access to the underground/gated Disabled Parking spaces, not an assigned space, will be given a FOB to access these 6 Disabled parking spaces after showing the Office proof of a handicap placard or plate or other verification of disability and need. No waitlist is needed for those requesting access to Disabled parking spaces – which are first come first served.”

18. Respondents/Recipients acknowledge that Section 504 of the Rehabilitation Act (“Section 504”) provides that no otherwise qualified individual with handicaps shall, solely by reason of his or her handicap be excluded from the participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. Respondents/Recipients receive federal financial assistance and are obligated to comply with the requirements of Section 504. Recipients agree to comply with the provisions of Section 504 of the 1973 Rehabilitation Act, as outlined in 24 CFR parts 8 and 9.

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 Respondents’/Recipients’ property identified in Section A of this Agreement, examine witnesses, and copy pertinent records of Respondents/Recipients. Respondents/Recipients agree 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: COMPLIANCE OFFICER
One Sansome Street, Suite 120
San Francisco, CA 94104

J. CONSEQUENCES OF BREACH

21. Whenever the Department has reasonable cause to believe that Respondents/Recipients 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.
22. Respondents/Recipients understand that failure to carry out the terms of this Agreement may result in suspension or termination of or refusal to grant or to continue federal financial assistance, or other action authorized by law.

Conciliation Agreement/Voluntary Compliance Agreement

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COMPLAINANT’S SIGNATURE

This signature attest to the approval and acceptance of this Agreement

NAME REDACTED

Complainant

Date

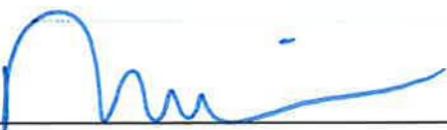
RESPONDENTS' SIGNATURES

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

June Valle, Senior Vice President

On Behalf of FPI Management

Date



Rebecca Louie, Chief Operating Officer

On Behalf of Wakeland Atmosphere, L.P.

1.3D.2_0

Date

APPROVAL

This signature attests to the approval and acceptance of this Conciliation Agreement and on behalf of the U.S. Department of Housing and Urban Development for the execution of the Voluntary Compliance Agreement.

Anné Quesada
Regional Director
Office of Fair Housing and
Equal Opportunity

Date