



UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

Between

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

and

Edwin A Muradliyan Living Trust
Pacific Diversified No. 4 LLC
Cheri Todaro
Deanna Cordova¹
(Respondents)

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

HUD CASE NAME: *Inland Fair Housing and Mediation Board v Pacific Diversified No. 4 LLC, et. al.*

HUD CASE NUMBERS: 09-19-6700-8

HUD Date Filed: May 21, 2019

Effective Date of Agreement: 01/14/2020

Expiration Date of Agreement: 01/14/2021

¹ The Parties understand and agree that the Respondent named in the complaint as Deanna LNU (last name unknown) is designated properly in this Conciliation Agreement as Deanna Cordova.

A. PARTIES AND SUBJECT PROPERTIES

Complainant

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

Respondents

Edwin A Muradliyan Living Trust (Owner)
P.O. Box 1846
Upland, CA 91785

Pacific Diversified No. 4 LLC (Owner)
P.O. Box 1846
Upland, CA 91785

Cheri Todaro
P.O. Box 1846
Upland, CA 91785

Deanna Cordova
P.O. Box 1846
Upland, CA 91785

Subject Properties

360 N. San Antonio Avenue
Upland, CA 91762

706 Euclid Avenue
Ontario, CA 91768

B. STATEMENT OF FACTS

On May 21, 2019, Complainant Inland Fair Housing and Mediation Board (“Complainant” or “IFHMB”) filed a complaint with the United States Department of Housing and Urban Development (“HUD” or “Department”) alleging, based on testing investigations, that Respondent Edwin A Muradliyan Living Trust (Owner), Respondent Pacific Diversified No. 4 LLC (Property Management), Respondent Cheri Todaro (Property Manager) and Deanna Cordova (Property Manager) violated subsections 804(a) and 804(b) of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 (“the Act”), by 1) refusing to rent to families with children; 2) citing different terms and conditions to families with children; and 3) implementing and enforcing an unreasonably restrictive occupancy policy. Complainant alleged that Respondents’ discriminatory acts caused

IFHMB to divert its resources to conduct investigations, which resulted in frustration of IFHMB's mission.

Respondents deny having discriminated against Complainant but agree to settle the complaint by entering into this Conciliation 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 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. Complainant hereby forever waives, releases, and covenants 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, or injuries of whatever nature whether presently known or unknown, arising out of the subject matter of HUD Case Number 09-19-6700-8, 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 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 09-19-6700-8, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

14. Respondents agree to pay Complainant the sum total of ten thousand dollars (\$10,000.00) within fifteen (15) 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 overnight or two-day 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 I20 of this Agreement.

G. RELIEF IN THE PUBLIC INTEREST

15. 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.

16. Respondents agree that Respondent Cheri Todaro, Respondent Deanna Cordova, all front office staff, all staff members who interact with tenants, including property managers and supervisors, and all staff who make decisions regarding tenancy and/or reasonable accommodations at the subject property have attended fair housing training within the past twelve (12) months provided by an organization approved by the Department, and will submit the fair housing training materials and sign-in sheets attesting to completion of the training to the Department.
17. Respondents agree that upon the effective date of this Agreement they will no longer maintain a two-person-per-bedroom occupancy policy at the subject properties or at any other properties owned and/or managed by Respondents. Respondents agree that for all properties owned and/or managed by Respondents, occupancy shall be determined in compliance with the Act and as set forth in HUD's "Keating memo," available here: https://www.hud.gov/sites/documents/DOC_7780.PDF. Respondents further agree to provide the Department with evidence showing that they no longer maintain a two-person-per-bedroom occupancy policy at any property owned and/or managed by any Respondent within thirty (30) days of the effective date of this Agreement. Respondents shall submit the documentation to the address specified in paragraph I.20 of this Agreement.
18. Respondents agree to remove any language regarding the two-person-per-bedroom occupancy policy from all rental criteria documents, future housing advertisements and marketing materials at the subject properties or at any other properties owned and/or managed by any Respondent. Respondents further agree to provide the Department with evidence showing the amended rental criteria documents within thirty (30) days of the effective date of this Agreement. Respondents shall submit the documentation to the address specified in paragraph I20 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 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

20. 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: André Scott

300 North Los Angeles Street, Suite 4054
Los Angeles, CA 90012

Or by email to: andre.a.scott@hud.gov

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.

COMPLAINANT SIGNATURE

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

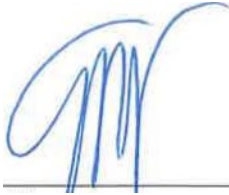


Carmen I. Garcia, President and CEO
Inland Fair Housing and Mediation Board (IFHMB)
(Complainant)

" Date

RESPONDENT SIGNATURE

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



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Ed Muradliyani

Date

Owner, Edwin A. Muradliyan Living Trust and Pacific Diversified No. 4 LLC

On Behalf of Respondent Pacific Diversified No. 4 LLC Employees:

Cheri Todaro

Deanna Cordova

APPROVAL

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



Anné Quesada

Regional Director

Office of Fair Housing and Equal Opportunity

01/14/2020

Date