



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

TITLE VIII / SECTION 504

CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT

Between

[REDACTED]
(Complainant)

and

**G & K Management Company Inc.
Alicia Park Apartments, LP
Kelly Magill
Denise Garcia
Michael Long
Bill Fotch
(Respondents/Recipients)**

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

HUD CASE NUMBERS: 09-16-4764-8, 09-16-4764-4
HUD CASE NAME: **[REDACTED]** v. *G & K Management Co. Inc. et al.*

HUD Date Filed: June 14, 2016

Effective Date of Agreement: 11/1/2016

Expiration Date of Agreement: 11/1/2018

A. PARTIES AND SUBJECT PROPERTY

Complaint



Laguna Niguel, CA 92677

Respondents/Recipients

G & K Management Company, Inc.
5150 Overland Avenue
Culver City, CA 90230

Alicia Park Apartments, LP
5150 Overland Avenue
Culver City, CA 90230

Kelly Magill
G & K Management Company, Inc.
Alicia Park Apartments
5150 Overland Avenue
Culver City, CA 90230

Denise Garcia
G & K Management Company, Inc.
5150 Overland Avenue
Culver City, CA 90230

Michael Long
Alicia Park Apartments
5150 Overland Avenue
Culver City, CA 90230

Bill Fotch
Alicia Park Apartments
5150 Overland Avenue
Culver City, CA 90230

Subject Property

Alicia Park Apartments
23661 Cambridge Circle
Laguna Niguel, CA 92677

B. STATEMENT OF FACTS

A complaint was filed on June 14, 2016, 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 the Respondents/Recipients violated subsections 804(f)(2) and (f)(3)(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”), and Section 504 of the Rehabilitation Act of 1973 (“Section 504”), by failing to provide a reasonable accommodation.

Respondents/Recipients deny having discriminated against Complainant, but agree to settle the complaint by entering into this Conciliation Agreement/Voluntary Compliance Agreement.

C. TERM OF AGREEMENT

1. This Conciliation Agreement/Voluntary Compliance Agreement (“Agreement”) shall govern the conduct of the parties to it for a period of two (2) 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 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, 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 the Respondents/Recipients or evidence of a determination by the Department of any violation of the Act 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 the Subject Property.
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, 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 execution of consents 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 Carole Glodney is made with the authority and on behalf of Respondents/Recipients Alicia Park Apartments LP, G & K Management Inc., Michael Long, Denise Garcia, Kelly Magill, and Bill Fotch.
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 and 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 Numbers 09-16-4764-8 or 09-16-4764-4, 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 the Complainant and their heirs, executors, successors, assigns, agents, officers, board members, employees and 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 09-16-4764-8 or 09-16-4764-4, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

15. Respondents/Recipient agrees to pay Complainant \$17,500 within seven (7) days of the effective date of this Agreement. The payment will be in the form of a certified check or business check made payable to ██████████ and mailed to Complainant at ██████████ Laguna Niguel, CA 92677. Respondents/Recipients will provide a copy of the check to the Department within fifteen (15) days of the effective date of this Agreement
16. Respondents/Recipients agree to, within thirty (30) days of the effective date of this Agreement, (excluding days the unit is not available due to Complainant's disability needs), remove all carpet from Complainant's unit and install non-carpet flooring to comply with Complainant's reasonable accommodation request.
Respondents/Recipients will provide the Department with written certification that this requirement has been met within thirty-five (35) days of the effective date of this Agreement.
17. Respondents/Recipients agree to, within thirty (30) days of the effective date of this Agreement, re-glaze the kitchen countertops, bathroom sink and bathtub in Complainant's unit, as current glaze is chipping and peeling.
Respondents/Recipients will provide the Department with written certification that this requirement has been met within thirty-five (35) days of the effective date of this Agreement.
18. Respondents/Recipients agree to, within thirty (30) days of the effective date of this Agreement, make an ADA compliant curb cut on the sidewalk adjacent to Complainant's parking space. Respondents/Recipients will provide the Department with written certification that this requirement has been met within thirty-five (35) days of the effective date of this Agreement.
19. Respondents/Recipients agree to, within seven (7) days of the effective date of this Agreement, provide an afterhours Emergency Service phone number for the Subject Property. Respondents/Recipients will provide the Department with written certification that this requirement has been met within twenty (20) days of the effective date of this Agreement.
20. Respondents/Recipients agree to, within fifteen (15) days of the effective date of this Agreement, clean all dirt and debris from Complainant's kitchen cabinets.
Respondents/Recipients will provide the Department with written certification that this requirement has been met within twenty (20) days of the effective date of this Agreement.
21. Respondents/Recipients agree to allow Complainant to sign a one-year lease within ten (10) days of the effective date of this Agreement.

G. RELIEF IN THE PUBLIC INTEREST

22. 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.
23. Respondents/Recipients acknowledge 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.
24. Respondents/Recipients agree 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 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 within one hundred (100) days of the effective date of this Agreement.
25. Respondent/Recipient G & K Management Inc. agrees to, within sixty (60) days of the effective date of this Agreement, modify their Fair Housing policy, subject to prior approval by the Department, to include information about reasonable accommodations and agrees to provide the updated policy to all residents and all leasing and management staff at the Subject Property. Respondent/Recipient G & K Management Inc. will, within ninety (90) days of the effective date of this Agreement, provide the Department with a distribution list or other evidence that all leasing and management staff have been provided the updated policy.
26. Respondents/Recipients agree to, within ten (10) days of the effective date of this Agreement, begin to maintain a log of all reasonable accommodation requests made by residents of the Subject Property and actions taken in response to the accommodation requests. Respondents/Recipients shall maintain the log for a period of no less than one (1) year from the effective date of this Agreement, and Respondents/Recipients will provide the Department with a copy of the reasonable accommodation request log at intervals of ninety (90) days from the effective date of this Agreement (at 90 days, 180 days, 270 days, and 360 days).
27. Respondents/Recipients acknowledge that Section 504 of the 1973 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, and as outlined in 24 CFR parts 8 and 9.

- a. 24 CFR Part 8, Section 8.69(a)(1)(2)-Communications. The Regulation requires that recipients shall take appropriate steps to ensure effective communication with applicants, beneficiaries, and member of the public to include telecommunication devices for deaf person (TDD's) or equally effective communication systems.
- b. 24 CFR Part 8, Section 8.53(a)-Designation of responsible employee (Section 504 Coordinator). The Regulation requires that recipients that employ 15 or more persons shall designate at least one (1) person to coordinate its efforts to comply with this Part.
- c. 24 CFR Part 8, Section 8.53(b)-Adoption of grievance procedures. The Regulation requires that recipients that employ 15 or more persons shall adopt grievance procedures that incorporate appropriate due process standards and that provide for the prompt and equitable resolution of complaints alleging any action prohibited by this part.
- d. 24 CFR Part 8, Section 8.54(a)- Notice. The Regulation provides that recipients that employ 15 or more persons shall take appropriate initial and continuing steps to notify participants, beneficiaries, applicants, and employees that it does not discriminate on the basis of handicap.

28. Respondents/Recipients shall, within twenty (20) days of the execution of this Agreement, provide the Department with documentation which demonstrates compliance with the Section 504 regulations listed in paragraph 27.

H. MONITORING

29. 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 the 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.

