



UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

**TITLE VIII
CONCILIATION AGREEMENT**

Between

Housing Equality Law Project (HELP)

COMPLAINANT

HKT Cal, Inc.

Logan Wheeler

Kara Clausen

Firouzeh Bashar

RESPONDENTS

And


The United States Department of Housing and Urban Development

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

Effective Date of Agreement 4/21/2016
Expiration Date of Agreement 4/21/2017
HUD Title VIII Case No.: 09-14-1001-8

HUD Date Filed: 06/19/2014

Complainant


Respondent

HELP v HKT Cal, Inc.
Conciliation Agreement
HUD Case Nos: 09-14-1001-8

A.

PARTIES AND SUBJECT PROPERTIES

Complainant: Housing Equality Law Project (HELP)
180 S. Spruce Avenue, Suite 250
South San Francisco, CA 94080

Representative: Mary Prem, Executive Director
Housing Equality Law Project (HELP)
180 S. Spruce Avenue, Suite 250
South San Francisco, CA 94080

Respondents: HKT Cal, Inc.
12780 High Bluff Drive, Suite 130
San Diego, CA 92130

Logan Wheeler
P.O. Box 6575
Big Bear Lake, CA 92315

Kara Clausen
3202 San Tomas
Oceanside, CA 92056

Firouzeh Bashar
5075 Greenwillow Lane
San Diego, CA 92130

Representative: Stephen Modafferi, Attorney
Law Offices of Kimball, Tiry & St. John LLP
7676 Hazard Center Drive, Suite 900
San Diego, CA 92108

Property Addresses: [REDACTED]
Spring Valley, CA 91977

[REDACTED]
San Diego, CA 92101

[REDACTED]
San Diego, CA 92115

Complainant


Respondent

B.

STATEMENT OF FACTS:

From July 2013 through April 2014, Complainant conducted audit-based investigations of Respondents' housing practices. The investigations suggested disability based discrimination in that disabled applicants with companion animals were denied rent, subject to different terms and conditions, and denied a reasonable accommodation. These investigations constituted a diversion of the complainant's resources. The complaint alleges violations of Sections 804(a) or (f), 804(b) or (f) and 804(f)(3)(B) of the Fair Housing Act of 1968, as amended by the Fair Housing Amendments Act of 1988 (hereinafter the "Fair Housing Act," "the Act," or "Title VIII").

The subject properties, managed by HKT Cal, Inc. are: [REDACTED] Spring Valley, CA 91977, Kara Clausen, Agent; [REDACTED] San Diego, CA 92101, Logan Wheeler, Agent; and [REDACTED] San Diego, CA 92115, Firouzeh Bashar, Agent.

The Complainant, Housing Equality Law Project (HELP), is a non-profit organization that works to ensure fair housing by providing a variety of services directed toward education and enforcement.

C. TERMS OF AGREEMENT

1. This Conciliation Agreement ("Agreement") shall govern the conduct of the parties for a period of one (1) year from its effective date.
2. Respondents having been named in, and served with a copy of said complaint, and the Secretary of the United States Department of Housing and Urban Development (hereinafter "The Department of HUD"), having undertaken a preliminary investigation of said complaint, agree that the complaint be resolved under the following terms and conditions.

D. EFFECTIVE DATE

3. The parties expressly agree that this Agreement constitutes neither a binding contract under the 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 Fair Housing and Equal Opportunity (FHEO) Regional Director, or her designee.
4. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity, (FHEO), Region IX, U.S. Department of Housing and Urban Development.

E. GENERAL PROVISIONS

Complainant



Respondent

execution of this Agreement may be accomplished by separate execution of consents to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document. To avoid delay, the parties agree that signature pages received via portable document format (PDF), and/or facsimile will be considered official, provided that the original copy of the signature page is forwarded to the Department at the address identified in paragraph twenty-six (26) immediately upon signing of the Agreement, or within ten (10) days from the effective date of the Agreement. Both the original and faxed signature pages will be retained in the official case file.

F. MUTUAL RELEASE

15. In exchange for compliance with the provisions of this Agreement, the Complainant hereby forever waives, releases, and covenants not to sue the Department or the Respondents, its heirs, executors, assigns, officers, directors, principals' agents, 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 09-14-1001-8.

16. Respondents hereby forever waives, releases, and covenant not to sue the Department and their successors, assigns, agents, officers, employees and attorneys or Complainant with regard to any all claims, damages and injuries, or whatever nature whether presently known or unknown, arising out of the subject matter of Department Case Number 09-14-1001-8.

17. This release does not apply to any rights arising from either party's failure to comply with the terms of this Agreement, or to other complaints or matters of compliance which may be pending with the Department.

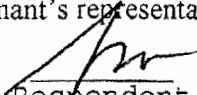
G. NON RETALIATION

18. Respondents agree not to retaliate against or interfere with Complainant, or any other persons on account of their having filed, or aided in the filing of the complaint which led to this Agreement, or in the exercise of any right under the Fair Housing Act or on account of their having aided or encouraged any other person in the exercise or enjoyment of their rights under the Fair Housing Act. Respondents further acknowledge subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.

H. RELIEF FOR COMPLAINANT

19. Within ten (10) days of the effective date of this Agreement, Respondents agree to pay \$22,600 (Twenty-Two-Thousand and Six-Hundred Dollars) to Complainant in full settlement of any and all claims that Complainant brought or could have brought arising out of the allegations presented in the complaint. Such payment shall be in the form of a certified check payable to Housing Equality Law Project (HELP). The check shall be sent to Complainant's representative,

Complainant


Respondent

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SIGNATURE PAGE

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

Mary Prem, Executive Director
Housing Equality Law Project (HELP)

Date

Complainant

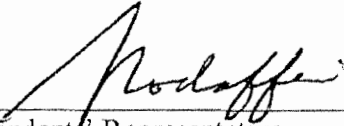


Respondent

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SIGNATURE PAGE

This signature attests to the approval and acceptance of this Agreement:



Respondents' Representative
Authorized Signature
Stephen Modafferi, Attorney
The Law Offices of Kimball, Tirey & St. John LLP

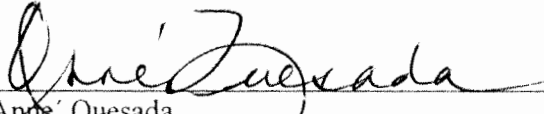
4/15/16

Date

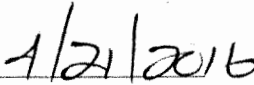
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SIGNATURE PAGE

RECOMMEND APPROVAL OF THIS AGREEMENT:



Anne Quesada
FHEO Director-San Francisco Region
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development



Date

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CERTIFICATION

I, _____,

Hereby certify that I have received _____ hours of training in

Fair housing law, including Title VIII and Section 504, from

(Name of fair housing group)

The training took place on _____
(Date)

I certify that the foregoing is a true and correct statement.

Signature/Name

Date