

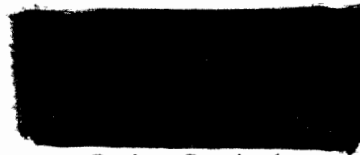


The United States Department of Housing and Urban Development

Title VIII

CONCILIATION AGREEMENT

between



Project Sentinel
Complainants

and

Zamir Hamzic (Manager)
Nicholas Gera (TE) (Owner)

Respondents

HUD Case Numbers: 09-16-5009-8 (Title VIII) and 09-16-5459-8 (Title VIII)

Effective Date of Agreement: 4/25/2018

Expiration Date of Agreement: 7/25/2020

Dated Filed: August 8, 2016

A. Parties and Subject Property

Complainants:

Project Sentinel
1490 El Camino Real
Santa Clara, CA 95060



c/o Project Sentinel
1490 El Camino Real
Santa Clara, CA 95060

Respondents

Zamir Hamzic (Manager)
Four Palms Apartments
262 Mariposa Avenue #21
Mountain View, CA 94041

Nicholas Gera (TE) (Owner)
Four Palms Apartments
19565 Glen Una Drive
Saratoga, CA 94041-1165

Subject Property:

The Four Palms Apartments,
262 Mariposa Avenue
Mountain View, California 94041

B. Statement of Facts

On August 8, 2016, Complainants [REDACTED] filed a complaint with the United States Department of Housing & Urban Development ("the Department") alleging that they were discriminated against based on familial status and national origin (HUD complaint number 09-16-5009-8). On September 28, 2016, Complainant Project Sentinel filed a complaint with the Department alleging that in response to receiving a complaint from the above-referenced Complainants, Project Sentinel investigated, and conducted education and outreach activities in an effort to mitigate the effects of Respondents' alleged discrimination, such that Project Sentinel suffered harm with regard to diversion of resources and frustration of mission (HUD complaint number 09-16-5459-8). Collectively,

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the Complainants alleged that the Respondents violated subsections 804(a), 804(b), and 804(c), and Section 818 of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988 ("the Act"). Specifically, the Complainants alleged that the Respondents' rules were overly restrictive with regard to familial status, and that Respondent Hamzic made discriminatory statements based on national origin and familial status.

C. Term of Agreement

1. This Conciliation Agreement (Agreement) shall govern the conduct of the parties to it for a period of three (3) years from the effective date of the Agreement.

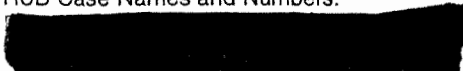
D. Effective Date

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, or her designee.

E. General Provision

4. The parties acknowledge that this Agreement is a voluntary and full settlement of the disputed complaint. No party has been coerced, intimidated, threatened, or in any way forced to become a party to this Agreement. The parties have read and fully understand the significance of the terms set forth herein.
5. It is understood that the Respondents deny any violations of the law, and that this Agreement does not constitute an admission by the Respondents, nor does this Agreement constitute evidence of a determination by the Department of any violations of the Fair Housing Act or any other law.
6. The Respondents acknowledge that they have an affirmative duty not to unlawfully discriminate on the basis of familial status.
7. This Agreement, after the FHEO Regional Director, or her designee, has approved it, is binding upon the Respondents, their employees, heirs, successors and assignees and all others in active concert with Respondents in the ownership or operation of the subject property.
8. It is understood that, pursuant to Section 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 complaints involving the Respondents made pursuant to the Fair Housing Act, or any other complaints within the Department's jurisdiction.

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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. The Complainants hereby forever waive, release, and covenant not to sue the Respondents or the Department, their affiliates, heirs, executors, assignees, agents, employees or attorneys with regard to any and all claims, attorney's fees, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of the Department's case numbers 09-16-5009-8 and 09-16-5459-8 or which could have been filed in any action or suit arising from said subject matter.
13. The Respondents hereby forever waive, release, and covenant not to sue the Complainants or the Department, their heirs, executors, assigns, agents, employees or attorneys with regard to any and all claims, attorney's fees, damages and injuries of whatever nature whether presently known or unknown, arising out of the subject matter of the Department's case numbers 09-16-5009-8 and 09-16-5459-8 or which could have been filed in any action or suit arising from said subject matter.
14. It is understood that each Respondent will sign this Agreement. It is understood that the signature of Jessica Tankersley Sparks, Litigation Director, is made with the authority and on behalf of Complainant Project Sentinel.

F. Non-Retaliation

15. The Respondents acknowledge 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 and other Authorities. The Respondents further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.

G. Relief for Complainants

16. Respondent Gera agrees to pay Complainant [REDACTED] total of Four Thousand Dollars (\$4,000.00) as full satisfaction in this matter. Said payment shall be made in the form of a cashier's check payable to [REDACTED]. The said check shall be sent to the Complainant addressed to [REDACTED] c/o Project Sentinel, 1490 El Camino Real, Santa Clara, CA 95060 within ten (10) days of the effective date of this Agreement via U.S. certified mail or other delivery service with tracking capability. A copy of the check and the tracking information shall be provided to the Department within twenty (20) days of the effective date of this Agreement to the address set forth in paragraph J33 below.

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17. Respondent Gera agrees to pay Complainant [REDACTED] a total of Four Thousand Dollars (\$4,000.00) as full satisfaction in this matter. Said payment shall be made in the form of a cashier's check payable to [REDACTED]. The said check shall be sent to the Complainant addressed to: [REDACTED], c/o Project Sentinel, 1490 El Camino Real, Santa Clara, CA 95060 within ten (10) days of the effective date of this Agreement via U.S. certified mail or other delivery service with tracking capability. A copy of the check and the tracking information shall be provided to the Department within twenty (20) days of the effective date of this Agreement to the address set forth in paragraph J33 below.
18. Respondent Gera agrees to pay Complainant [REDACTED] a total of Four Thousand Dollars (\$4,000.00) as full satisfaction in this matter. Said payment shall be made in the form of a cashier's check payable to [REDACTED]. The said check shall be sent to the Complainant addressed to: [REDACTED], c/o Project Sentinel, 1490 El Camino Real, Santa Clara, CA 95060 within ten (10) days of the effective date of this Agreement via U.S. certified mail or other delivery service with tracking capability. A copy of the check and the tracking information shall be provided to the Department within twenty (20) days of the effective date of this Agreement to the address set forth in paragraph J33 below.
19. Respondent Gera agrees to pay Complainant [REDACTED] a total of Four Thousand Dollars (\$4,000.00) as full satisfaction in this matter. Said payment shall be made in the form of a cashier's check payable to [REDACTED]. The said check shall be sent to the Complainant addressed to: [REDACTED], c/o Project Sentinel, 1490 El Camino Real, Santa Clara, CA 95060 within ten (10) days of the effective date of this Agreement via U.S. certified mail or other delivery service with tracking capability. A copy of the check and the tracking information shall be provided to the Department within twenty (20) days of the effective date of this Agreement to the address set forth in paragraph J33 below.
20. Respondent Gera agrees to pay Complainant Project Sentinel a total of Four Thousand Dollars (\$4,000.00) as full satisfaction in this matter. Said payment shall be made in the form of a cashier's check payable to "Project Sentinel." The said check shall be sent to the Complainant at 1490 El Camino Real, Santa Clara, California 95050 within ten (10) days of the effective date of this Agreement via U.S. certified mail or other delivery service with tracking capability. A copy of the check and the tracking information shall be provided to the Department within twenty (20) days of the effective date of this Agreement to the address set forth in paragraph J33 below.

H. Relief in the Public Interest

21. Respondent Hamzic agrees to attend a fair housing training, which will be conducted by the Department at its Region IX office. This training is scheduled as follows:

Date: July 25, 2017
Time: 10:00 a.m. to 2:00 p.m.
Location: One Sansome Street, Suite 1200
San Francisco, California 94104-4430

The Department's contact for this training is: sf_complianceunit@hud.gov.

The Respondents' contact name and telephone number for this training is:

Gary Sullivan at 408-971-1340 or by email to gwsullivanlaw@gmail.com.

22. Respondent Hamzic agrees that within ninety (90) days of the effective date of this Agreement, he will participate in training on cultural awareness and competency regarding Hispanic individuals. To show compliance with this paragraph, within one hundred-twenty (120) days of the effective date of this Agreement Respondent Hamzic will submit a certification of completion showing that he participated in the training to the Department at the address specified in Paragraph J33 below.
23. The Respondents agree to abide by all state and federal laws prohibiting discrimination on the basis of a membership in a protected class.
24. Respondents agree that within five (5) business days after the effective date of this Agreement, they will revise the subject property house rules to eliminate any and all restrictions on babysitting, such as the provision in paragraph #30 that prohibits residents from babysitting on the premises if the children are not named in the Lease, and Respondents will not enforce any such restrictions on babysitting going forward.
- a. Respondents further agree that within ten (10) days of the effective date of this Agreement they will send a letter to all residents of the subject property notifying them that Respondents have revised their house rules to remove restrictions on babysitting on the premises (notification letter #1"). Respondents agree to send a copy of notification letter #1 and the distribution list to the Department within ten (10) days of the effective date of this Agreement to the address set forth in paragraph J33 below.

25. Respondents agree that within thirty (30) days of the effective date of this Agreement, they will further revise the subject property house rules to be in compliance with the Act; this will include revisions to and/or deletions of paragraphs #2, #3, #6, #8, #9, #14, #20, #23, #24 and #27 of the subject property house rules (“revised house rules”).
- a. Within forty-five (45) days of the effective date of this Agreement, Respondents will send a copy of the revised house rules to all residents, along with a letter notifying them of each revision (“notification letter #2”). Respondents will send a copy of the revised house rules and notification letter #2 and the distribution list to the Department within forty-five (45) days of the effective date of this Agreement to the address set forth in paragraph J33 below.
26. Respondents agree to notify all current residents that they are an equal housing opportunity housing provider by posting copies of the HUD Notice of Non-Discrimination (HUD form 928 and 928.1) in both English and Spanish versions in very visible locations in the subject property laundry room and the manager’s office.
- a. To show compliance with this term, within ten (10) days of the effective date of this Agreement Respondents will send photographic evidence showing that English and Spanish versions of the HUD Notice of Non-Discrimination (HUD form 928 and 928.1) have been posted in the subject property laundry room and manager’s office. The photographs shall be sent to the Department at the address set forth in paragraph J33 below.
27. Respondents agree that they will include in all advertisements for available rentals a statement that they are an equal housing opportunity provider and do not discriminate on the basis of familial status, national origin, race, color, religion, sex, disability, or any other protected class.
28. Respondents agree that starting seven (7) days from the effective date of this Agreement and throughout the term of the Agreement, they will track the names, phone numbers, and familial status of each tenant and/or resident who receives a termination of tenancy notice (“termination notice”), and further agree that they will track the names, phone numbers, and familial status of all persons who apply to rent at the subject property. It is understood that a “termination notice” includes, for example, Thirty Day Notices, Sixty Day Notices, Three Day Notices, and Unlawful Detainer lawsuits. It is understood that “familial status” means whether there are children in the household, and the number and age of any such children.
- a. To show compliance with paragraph H27, Respondents will submit two tracking charts to the Department at three month intervals throughout the term of this Agreement; tracking chart #1 will state the name, phone number, and familial status of each tenant who receives a termination notice and the reason(s) for each notice; tracking chart #2 will state the name, phone number, and familial status of each applicant for rental at the subject property and identify whether each applicant was accepted or rejected and, if rejected, the reason(s) for rejection. The first submission of tracking chart # 1 and tracking chart #2 will be three months from the effective date of this Agreement; the second submission shall be six months from the effective date

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of this Agreement; the third submission shall be nine months from the effective date of this Agreement; the fourth submission shall be twelve months from the effective date of this Agreement; and continuing at three month intervals for the full term of this Agreement, except that the final submission of tracking chart # 1 and tracking chart #2 will be due thirty-five months from the effective date of this Agreement. The tracking charts should be submitted to the Department at the address set forth in paragraph J33 below.

29. Respondents agree that they will not annoy, harass, or interfere with any residents' visitors when they visit the property at the invitation of a resident.
30. Respondent Hamzic agrees that he will not annoy, harass, or interfere with tenants or their guests based on membership in a protected class, and will not make discriminatory statements to or about tenants or their guests based on protected class, such as stating that children cannot play outside at the subject property; that children must be silent; threatening families with eviction if their children play outside; that Latino or Hispanic tenants are associated with pests such as bedbugs or other negative elements; that he does not want to rent to families with children and/or Hispanic/Latino tenants; or other statements indicating a preference, limitation, or discrimination based on membership in a protected class.
31. The Respondents acknowledge that subsection 804(a) of Act makes it unlawful to refuse to sell or rent after the making of a bona fide offer, or to refuse to negotiate for the sale or rental of, or otherwise make unavailable or deny, a dwelling to any person because of familial status, national origin, race, color, religion, sex, or disability; that subsection 804(b) of the Act prohibits discrimination against any person in the terms, conditions, or privileges of rental or sale of a dwelling, or in the provision of services or facilities in connection therewith, because of race, color, national origin, religion, sex, familial status, or disability; that subsection 804(c) of the Act makes it unlawful to make, print, or publish, or cause to be made, printed, or published any notice, statement, or advertisement with respect to the sale or rental of a dwelling that indicates any preference, limitation, or discrimination based on race, color, religion, sex, disability, familial status, or national origin, or an intention to make any such preference, limitation, or discrimination; and that Section 818 of the Act provides that it shall be unlawful to coerce, intimidate, threaten, or interfere with any person in the exercise or enjoyment of, or on account of him or her having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by Section 803, 804, 805, or 806 of the Act.

I. Monitoring

32. The Complainants and the Respondents agree that the Department shall monitor compliance with the terms and conditions specified in this Agreement. As part of such monitoring, the Department may inspect Respondents' property identified in Section A of this Agreement, interview witnesses, and copy pertinent records of the Respondents'. The Respondents agree to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

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