

UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

TITLE VIII

CONCILIATION AGREEMENT

between

Project Sentinel

(Complainant)

and

**Associated Capital Consultants Inc., The Salwasser Group, Inc. dba Income Property Specialists
Mary Driedger, trustee, Gary Driedger, trustee and Candice Tomlinson**

(Respondents)

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

FHEO CASE NUMBER: 09-15-1261-8

FHEO CASE NAME: Project Sentinel v Associated Capital Consultants, Inc., et al.

HUD DATE FILED: August 31, 2015

Effective Date of Agreement: 3/9/2016

Expiration Date of Agreement: 3/9/2019

A. PARTIES AND SUBJECT PROPERTY

Complainant

Project Sentinel
1490 El Camino Real
Santa Clara, CA 95050

Respondents

Associated Capital Consultants Inc.
c/o Mary Driedger, Registered Agent
1035 North Fourth Street
San Jose, CA 95112

The Salwasser Group, Inc. dba Income Property Specialists
20410 Town Center Lane, Suite 200
Cupertino, CA 95014

Mary Driedger, trustee
20410 Town Center Lane, Suite 200
Cupertino, CA 95014

Gary Driedger, trustee
20410 Town Center Lane, Suite 200
Cupertino, CA 95014

Candice Tomlinson (Manager)
Homestead Apartments
2785 Homestead Road
Santa Clara, CA 95051

Subject Property

2785 Homestead Road
Santa Clara, CA 95051

B. STATEMENT OF FACTS

A complaint was filed on August 31, 2015, with the United States Department of Housing and Urban Development (“the Department”) alleging that the Complainant was injured by a discriminatory act of the Respondents. Complainant alleges that Respondents violated §§804(a), 804(b) and 804(c) of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (“the Act”), on the basis of national origin by refusing to rent, having discriminatory advertising and imposing unequal terms and conditions relating to what government issued identification was preferred and accepted.

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 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 and all others in active concert with them 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 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; (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 Complainant will sign the Agreement. It is understood that the signature of Molly Current is made by and on behalf of Complainant Project Sentinel. It is understood that each Respondent will sign the Agreement. It is understood that the signature of Mary Driedger is made as trustee and on behalf of Respondent Associated Capital Consultants Inc., and that the signature of Robert Salwasser is made by and on behalf of Respondent The Salwasser Group, Inc. dba Income Property Specialists.
13. The Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondents, their heirs, successors, executors, assigns, agents, officers, 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 09-15-1261-8, or which could have been filed in any action or suit arising from said subject matter.
14. Respondents hereby forever waive, release and covenant not to sue the Department or Complainant and its heirs, successors, executors, assigns, agents, officers, 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 09-15-1261-8, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANT

15. Respondents agree to pay the Complainant the sum total of Ten Thousand Dollars (\$10,000.00) in the form of a cashier's check payable to "Project Sentinel" and deliver the check to Complainant via overnight mail within fourteen (14) days of the effective date of this Agreement at the following address: Project Sentinel, 1490 El Camino Real, Santa Clara, CA 95050. Respondents will provide a photocopy of the check and the overnight tracking information to the Department no later than April 15, 2016. The photocopy should be sent to the address specified in paragraph I22 of this Agreement.

G. RELIEF IN THE PUBLIC INTEREST

16. Respondents shall no later than June 30, 2016 have Mary Driedger, Gary Driedger and any other people involved in the management of properties owned or managed by any of the Respondents attend live training on fair housing, including coverage of the Act and familial status discrimination. A qualified fair housing group or attorney as approved by the Department shall provide the training. Respondents shall pay for the cost of the training.
17. No later than August 15, 2016, Respondents will provide to the Department documentation that the training referenced in Paragraph G16 above has been completed. The documentation will state the name of the person who attended the training, the date of the training, who provided the training, and the subject matter of the training. The documentation will be sent to the address specified in paragraph I22 of this Agreement.
18. Respondents shall provide the Department with a copy of its policy of non-discrimination for review no later than March 15, 2016 to the address specified in paragraph I22 of this Agreement. The Department will advise Respondents as to whether the policy is approved or disapproved. If disapproved, Respondents shall have thirty (30) days from the notice of

disapproval to make the Department's changes and submit the revised policy of non-discrimination to the Department. Respondents shall implement the revised policy within seven (7) days of the Department's approval.

19. Respondents shall provide the Department with a copy of its procedures for accepting government issued identification in its process of screening potential tenants, including the procedure to accept government issued ID regardless of nation of origin, for review no later than March 15, 2016 at the address specified in paragraph I22 of this Agreement. The Department will advise Respondents as to whether the procedures are approved or disapproved. If disapproved, Respondents shall have thirty (30) days from the notice of disapproval to make the Department's changes and submit the revised procedures to the Department. Respondents shall implement the revised procedures within thirty (30) days of the Department's approval.
20. Respondents shall post and maintain a HUD approved fair housing poster in the public area of the subject property within thirty (30) days of the date of the effective date of this Agreement. No later than May 15, 2016, Respondents will provide to the Department documentation showing the poster was posted. The documentation will be sent to the address specified in paragraph I22 of this Agreement.

H. MONITORING

21. 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 subject property identified in Section A of this Agreement, 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

22. All required certifications and documentation of compliance (proof of attendance at fair housing training, non-discrimination policy, procedures and proof of display of the fair housing poster) must be submitted to:

U.S. Department of Housing and Urban Development
Fair Housing Enforcement Center
Attention: Conciliation Review
One Sansome Street, Suite 1200
San Francisco, CA 94104

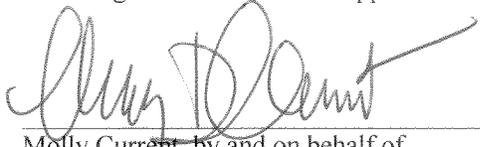
J. CONSEQUENCES OF BREACH

23. Whenever the Department has reasonable cause to believe that the 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 §§810(c) and 814(b)(2) of the Act.

FHEO CASE NAME: Project Sentinel v Associated Capital Consultants, Inc., et al.
FHEO CASE NUMBER: 09-15-1261-8

K. SIGNATURES

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

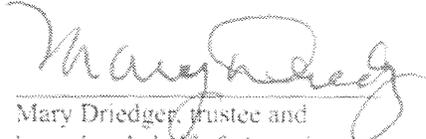


Molly Current, by and on behalf of
Project Sentinel
COMPLAINANT

Date 2/12/16

FHEO CASE NAME: Project Sentinel v Associated Capital Consultants, Inc., et al.
FHEO CASE NUMBER: 09-15-1261-8

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



Mary Driedger, trustee and
by and on behalf of Associated
Capital Consultants Inc.
RESPONDENTS

2-23-16
Date



Gary Driedger, trustee
RESPONDENT

2-23-16
Date



Robert Salwasser
by and on behalf of
The Salwasser Group, Inc. dba
Income Property Specialists
RESPONDENT

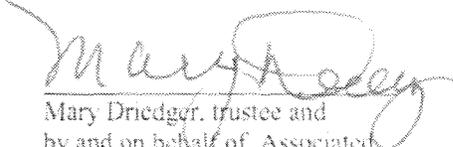
February 20, 2016
Date

Candice Tomlinson
RESPONDENT

Date

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


Mary Driedger, trustee and
by and on behalf of Associated
Capital Consultants Inc.
RESPONDENTS

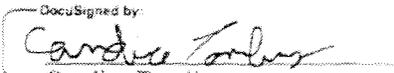
2-23-16
Date


Gary Driedger, trustee
RESPONDENT

2-23-16
Date

Robert Salwasser
by and on behalf of
The Salwasser Group, Inc. dba
Income Property Specialists
RESPONDENT

Date

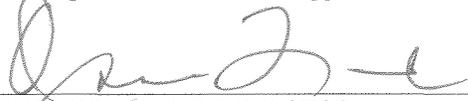
DocuSigned by:

Candice Tomlinson
RESPONDENT

2/16/2016
Date

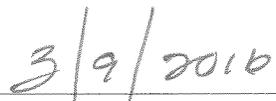
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L. APPROVAL

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



FHEO REGIONAL DIRECTOR



Date