United States Department of Housing and Urban Development

CONCILIATION AGREEMENT

UNDER

FAIR HOUSING ACT (Title VIII)

BETWEEN

Kim Kendrick
U.S. Department of Housing and Urban Development
451 Seventh Street, S.W. Room 5100
Washington, DC 20410
(Complainant)

AND

Sung Yun & Christine M. Yun,
Owners (Respondents)

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

Effective Date of Agreement: 12/18/2007

Expiration Date of Agreement: 12/18/2011

CASE NUMBER: 09-07-0730-8 (Fair Housing Act)

A. Parties and Subject Property

Complainant: Kim Kendrick, Assistant Secretary for Fair Housing and Equal Opportunity

Respondent: Sung Yun, Owner, Summer Place Apartments
Respondent: Christine M. Yun, Owner, Summer Place Apartments

Representing Respondents:

Richard Tobler, Esq.
Richard L. Tobler, Ltd.
3654 North Rancho Drive
Las Vegas, Nevada 89130
Phone: (702) 256-6000
Fax: (702) 256-2248

Subject Property: Summer Place Apartments 27
North 28th S1. Bldg.15, #B3
Las Vegas, NV 89101

B. Statement of Facts

On March 12,2007, Kim Kendrick, Assistant Secretary for Fair Housing and Equal Opportunity (Complainant), who on behalf of the Secretary of HUD is authorized to file a complaint of housing discrimination, filed a complaint with the United States Department of Housing and Urban Development (the Department) alleging that Complainant was injured by a discriminatory act of Respondents(s). Complainant alleges that Leo Bergeron, Agent, and Respondents Sung and Christine Yun, Owners, Summer Place Apartments violated Section 804(a) and 804(b) of the Fair Housing Act as amended in 1988,42 U.S.C. §3601 et. seq., (the Act) on the basis of familial status by denying families with children under the age of 18 an opportunity to rent and refusing to reasonably accommodate handicapped tenants and applicants.

Complainant and Respondents (jointly, the parties) agree to settle the claims in the underlying action by entering into this Conciliation Agreement.

C. Term of Agreement

1. This Conciliation Agreement (Agreement) shall govern the conduct of the parties to it for a period of four (4) years from the effective date of this 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 Fair Housing and Equal Opportunity (FHEO), Regional Director (Director) of the San Francisco Region or his or her designee.

3. This Agreement shall become effective the date on which it is approved by the Director, San Francisco Region or his or her designee.

E. **General Provisions**

4. The parties acknowledge that this Agreement is voluntary and in full settlement of the disputed complaint. No party admits liability or wrongdoing of any nature as a result of entering into this Agreement. 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. By executing this Agreement, no party admits any liability or wrong doing.
5. This Agreement, after it has been approved by the Director, or his 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 Summer Place Apartments.

6. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the Director or his or her designee, it is a public document.
7. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint (other than the claims referenced in this instrument) involving Respondents made pursuant to the Fair Housing Act, or any other act within the Department's jurisdiction. This agreement does not bind non-parties to the agreement from filing a discrimination complaint with HUD or a Fair Housing Assistance Program agency.

8. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless all the following conditions are met: all signatories or their successors to this Agreement are notified in advance and agree to the proposed 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 Complainant. Any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

9. The parties agree that, in the interest of speedily concluding this matter, this Agreement may be executed by the parties' signatures of consent on separate pages. The separate signed pages will be attached to the body of this Agreement to constitute one document. To avoid delay, the parties agree that signature pages received via facsimile will be considered official provided that the original copy of the signature page is forwarded to the Department immediately upon signing of this Agreement or within ten (10) days nom the date of this Agreement. Both the original and faxed signature pages will be retained in the official case file.

10. It is agreed that the signature of Respondents' counsel, Richard Tobler, Esquire, is made with the authority of and on behalf of Respondents, and execution of this instrument shall not be deemed a personal obligation of same.

11. In exchange for compliance with the provisions of this Agreement, Complainant hereby forever waives, releases, and covenants not to sue Respondents, their heirs, executors, assigns, 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 09-07-0730-8 or which could have been filed in any action or suit arising from said subject matter.

12. In exchange for compliance with the provisions of this Agreement, Respondents hereby forever waives, releases, and covenants not to sue the Department or Complainant, its heirs, executors, assigns, 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 09-07-0730-8 or which could have been filed in any action or suit arising nom said subject matter.

13. Respondents acknowledge that they have an affirmative duty not to discriminate under the Act and other Authorities 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 and other Authorities. Respondents further acknowledge that any subsequent retaliation or housing discrimination constitutes both a material breach of this Agreement and a statutory violation of the Act.

F. **Relief for Complainant**

14. Relief for Complainant is addressed in Relief for Public Interest.

G. **Relief in the Public Interest**

15. Respondents agree to take the following actions, and as set forth in this Agreement, will provide the Department with written certification that these requirements have been met:

a. Respondents agree to immediately stop requiring tenants to move from Summer Place Apartments either through eviction notices or lease violation notices because the tenants have children. Respondents will also immediately stop denying applicants with children the opportunity to rent based on their familial status at Summer Place Apartments. As used in this paragraph, immediately means on the effective date of this agreement.

b. Respondents will provide a written statement of agreement with the provisions of Paragraph 15 (a) to the Department within ten (10) days of the effective date of this Agreement.

c. Respondents agree to modify their occupancy policy so that it does not exclude people below eighteen (18) years of age for tenancy, within ten (10) days of the effective date of this Agreement.

d. Respondents will submit the modified occupancy policy to the Department within fifteen (15) days of the effective date of this Agreement. The Department will review the occupancy policy and advise Respondents if changes are necessary. Respondents agree that their final occupancy policy will be approved by the Department.

e. Respondents will provide current tenants at Summer Place Apartments a copy of the modified occupancy policy within fifteen (15) days of the Department's notification to Respondents of its approval of the occupancy policy. Future tenants will also be provided with a copy of the modified occupancy policy upon move in to Summer Place Apartments for a period not to exceed 4 years.

f. Respondents will provide the Department with the date the modified occupancy policy was disseminated to current tenants within fifteen (15) days of dissemination to tenants.

g. Respondents will maintain a contact list for twenty-five (25) months with the names of all persons who contact Respondents regarding the application process and vacancies at the subject property. The list will contain the name of the person inquiring, a contact telephone number, the date of the inquiry and a note indicating whether the person(s) inquiring completed at any time an application for tenancy.

h. Respondents will provide a copy of the contact list to show compliance with Paragraph 15 (g). The first submission will be due within one hundred-twenty (120) days of the effective date of this Agreement. Subsequent submissions will be every three months for a total of eight (8) submissions.

i. Respondents agree that within one hundred-twenty (120) days from the effective date of this Agreement, Respondents, employees, agents, and/or other persons involved in the management of Summer Place Apartments will attend fair housing training, which shall include at a minimum the topics, the Fair Housing Act and reasonable accommodations. Complainant, upon execution hereof, shall provide to Complainants a list of names and addresses of organizations which provide the training required. Respondents will select a fair housing group or organization that has provided Fair Housing training to the public in the past to provide the training.

j. Respondents agree to provide the name of the fair housing group or organization and the agenda for the training to the Department within ninety (90) days of the effective date of this Agreement for the Department's approval. Respondents will pay for the cost of the training.

k. Respondents will provide documentation to the Department showing compliance with Paragraphs 15 (i) within one hundred-thirty (130) days of the effective date of this Agreement. Respondents will provide the Department with the name of the group or organization that provided the training, the dates of the training, a list of Respondents' staff who attended, and a copy of the training agenda.

l. Respondents agree to pay $10,500.00 (Ten Thousand Five-Hundred Dollars) to parties identified below that were harmed by Respondents policy regarding families with children as follows.

1. Tender the amount of $1,500.00 to Alberta Walker-Hayden. Said payment will be made on January 5, 2008, in the form of a cashier's check payable to Alberta Walker-Hayden nd mailed to 29 N. 28th Street, Apt. 29-A, Las Vegas, Nevada 101. Respondents will make a copy of the check and send to the Department within ten (10) days after the due date to show compliance with this part.

2. Tender the amount of $6,000.00 to Azar King. Said payment will be made in three (3) installments: $1,000.00 due on January 5, 2008, $2,500.00 due on February 5, 2008, and a remainder of $2,500.00 due on March 5, 2008. The payments will be in the form of a cashier's check payable to

Azar King and mailed to 4040 Boulder Highway, Apt. 1004, Las Vegas, Nevada 89121. Respondents will make a copy of the checks and send to the Department within ten (10) days after each due date to show compliance with this part.

3. Tender the amount of $3,000.00 to William Simpson. Said payments will be made two installments, $2,500.00 on March 5, 2008, and final payment of $500.00 payable on April, 5, 2008, both in the form of a cashier's check payable to William Simpson and mailed to 5218 Greene Lane, Las Vegas, Nevada 89119. Respondents will make a copy of the check and send to the Department within ten (10) days after each due date to show compliance with this part.

m. Respondents agree to develop a written reasonable accommodation policy within thirty (30) days of the effective date of this Agreement. Specifically the policy must describe the process for an applicant and/or tenant to request a reasonable accommodation, identify the person(s) responsible for responding to the requests, and provide a timeline for responses that will ensure timely responses to the requests.

n. Respondents will provide the Department a copy of the reasonable accommodation policy described in Paragraph 15(m) within forty-five (45) days of the effective date of this Agreement. The Department will review the reasonable accommodation policy and advise Respondents if changes are necessary. Respondents agree that their final reasonable accommodation policy must be approved by the Department.

o. Respondents will provide current tenants with the approved reasonable accommodation policy within fifteen (15) days of the Departments' notification to Respondents of its approval of the policy. Respondents agree to make the reasonable accommodation policy part of the application package to ensure that all applicants receive it, for a period of no more than four years from the date of this Agreement.

p. Respondents will provide the Department confirmation of the distribution of the reasonable accommodation policy to current tenants within fifteen (15) days of the date the policy was distributed.

q. Respondents will not state that Summer Place Apartments is an "Adult Community" or make any other oral or written statements that can be perceived as identifying Summer Place Apartments as an adult community or a complex that does not rent to families with children. Written statements include but are not limited to leases, occupancy policies and rental agreements.

r. Respondents will provide copies of rental advertisements or contracts for advertisements for Summer Place Apartments to the Department every four months for a one (1) year period to show compliance with Paragraph 13(q) of this Agreement. The first submission will be due within one hundred-twenty (120) days of the effective date of this Agreement.

16. Within thirty (30) days of the effective date of this Agreement, Respondents shall provide a copy of this Agreement to all of its agents and employees responsible for compliance with this Agreement including any officers and board members.

17. Respondents will deposit with Respondents' counsels' (the "Administrator") client trust account the amount of $29,500.00.

Entry - due May 08

a. Said account will be established with three installment payments: $14,500.00 due April 5, 2008, and $15,000.00 due May 5, 2008. The escrow account will be used to compensate persons who show that Respondents denied them housing because they had children from December 1, 2005, to the date of this Agreement. Each person who shows that his or her application was denied or that s/he had to move because of a child or pregnancy will be eligible to receive compensation.

b. Respondents will provide copies of the checks to the Department within ten (10) days after each due date in Paragraph 17 (a) to show compliance with Paragraph 15.

c. Respondents will cause its Administrator to administer the escrow account. Respondents will bear all costs associated with the administration of the account.

d. Respondents agree to submit to the Department for approval all plans and contracts for the escrow account, within one hundred-twenty (120) days of the effective date of this Agreement. During the term of the escrow account, Respondents will not be involved in way in the administration of the account except for the payment of costs associated with the administration of the account.

e. The Administrator will be required to accept claims from past tenants and applicants. The Administrator will devise a means (that may include but is not limited to rent rolls, rent receipts, copies of utility bills, etc) to confirm that the claimants were residents or

applied for tenancy at Summer Place Apartments. The Administrator will submit the plan to the Department for approval within one hundred-fifty days of the effective date of this Agreement. The final plan must be approved by the Department.

f. Respondents agree to run advertisements within one hundred eighty (180) days of the effective date of this Agreement in local English and Spanish publications with major circulation for one week stating that Respondents' policy of not allowing children was in violation of the federal Fair Housing Act. The advertisements will be run again for one week in June 2008. The advertisements will be in English and Spanish in the respective publications, and will identify the property and provide the Administrator's telephone number for people to contact if they believe that Respondents denied them the opportunity for housing because of their illegal policy between December 1, 2005, and the date of this Agreement.

g. Respondents will provide a copy of the advertisements in English and Spanish to the Department within one hundred-twenty (120) days of the effective date of this Agreement for the Department's approval before the advertisements are placed. Respondents will provide a copy of the published advertisement to the Department within thirty (30) days of publication to include the dates published and the name of the publications.

h. Claimants will have until February 27, 2009 to contact the escrow account Administrator to claim harm. The escrow Administrator will provide all documentation collected from and on behalf of persons claiming harm by Respondents to the Department by March 31, 2009.

1. The Administrator will be required to keep records of all inquiries and requests for escrow funds, including a log specifying the following data for each claimant: his or her name, address and telephone number; date of inquiry or request; date(s) of residency or application at Summer Place Apartments and the reason tenancy was terminated or the application was denied. The Administrator will be required to send a complete copy of this log, with supporting documentation, to the Department by March 31, 2009.

18. The Department will review all documentation provided by the escrow account Administrator by June 30, 2009. The Department will provide the escrow account Administrator with instructions for the disbursement of funds by July 15, 2009.

a. The escrow account administrator will disburse the funds by July 30, 2009, according to the Department's instructions.

b. Copies of all checks will be provided to the Department within ten (10) days of disbursing the funds.

c. If the $29,500.00 escrow fund has not been depleted, the remainder of the fund will be divided equally and donated to Family Promise of Las Vegas, P.O. Box 270128, Las Vegas, NV 89127-4128 and Silver State Fair Housing Council, 855 E 4th St, Reno, NV 89512 to conduct fair housing education and outreach in the Las Vegas area.

19. Representatives of the Department will be permitted to inspect and copy all pertinent records relating to the escrow account at any and all reasonable times and upon reasonable notice. Specific details about the administration of the escrow account may be provided in a separate document after this Agreement is signed.

F. **Monitoring**

20. Complainant and 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, examine witnesses and copy pertinent records of Respondents. Respondents agree to provide its full cooperation in any monitoring review undertaken by HUD to ensure compliance with this Agreement.

G. **Reporting and Recordkeeping**

21. All required certifications and documentations of compliance with the terms of this Agreement shall be submitted to:

U.S. Department of Housing and Urban Development
Fair Housing Enforcement Center
ATTENTION : CONCILIATION REVIEW
600 Harrison Street, Third Floor
San Francisco, CA 94107

H. **Consequences of Breach**

22. The parties understand that if the Department has reasonable cause to believe that the Respondents have breached this Agreement, the Department shall refer the matter to the Attorney General of the United

States, to commence a civil action to enforce the terms of this Agreement in the appropriate U.S. District Court, pursuant to 42 USC 361O(c).

SIGNATURES

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

Respondents:

By: _____, Esq. Date: 12/13, 2007

Richard L. Tobler, Esq., for Respondents as Representing Legal Counsel

_____ Date:_____, 2007

Kim Kendrick, Complainant

States, to commence a civil action in the appropriate U.S. District Court, pursuant to 42 USC 3610(c).

SIGNATURES

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

_____ Respondents

_____ Date

By: _____(printed name)

Its: _____(title)

Kim Kendrick, Complainant

10/22/07
Date

States, to commence a civil action in the appropriate U.S. District Court, pursuant to 42 USC 3610(c).

SIGNATURES

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

_____ Respondents

_____ Date

By: _____(printed name)

Its: _____(title)

Kim Kendrick

Kim Kendrick, Complainant

10/22/07
Date

Conciliation Agreement
CASE NAME: HUD v. Summer Place Apartments
CASE NUMBER: 09-07-0730-8

SIGNATURE PAGE

RECOMMEND APPROVAL OF THIS AGREEMENT:

Linda Creel 12/17/07
Linda Creel
Investigator
Enforcement Branch
Office of Fair Housing and Equal Opportunity
Date

Jesse Webster 12/17/07
Jesse Webster
Branch Chief
Enforcement Branch
Office of Fair Housing and Equal Opportunity
Date

Anne Quesada 12/17/2007
Anne Quesada
Director
Program Center
Office of Fair Housing and Equal Opportunity
Date

Charles E. Hauptman 12/18/2007
Charles E. Hauptman
Director
Office of Fair Housing and Equal Opportunity
Date