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CONCILIATION AGREEMENT
and
VOLUNTARY COMPLIANCE AGREEMENT

**The United States
Department of Housing and Urban Development**

and

**Complainant:
Eric Solomon
3993 10th Street
Apartment 1614
Riverside, CA 92501**

and

**Respondent / Recipient:
Riverside First Baptist Homes, Owners
Mount Rubidoux Manor
612 Stoneridge Mall Road, Third Floor
Pleasanton, CA 94588**

and

**Respondent / Recipient:
American Baptist Homes of the West, Management Agent
Mount Rubidoux Manor
6120 Stoneridge Mall Road, Third Floor
Pleasanton, CA 94588**

Effective Date of Agreement: _____

Expiration Date of Agreement: _____

HUD Title VIII Case No.: 09-08-0010-8
HUD Section 504 Case No.: 09-08-0010-4

Solomon

Recipient Recipient

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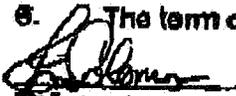
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Conciliation Agreement and Voluntary Compliance Agreement
Solomon v Mount Robison Manor, et al.
09-06-0010-W09-PR-0010-4

HUD Date Filed: October 2, 2007

I. GENERAL PROVISIONS

1. On October 2, 2007, Eric Solomon (hereinafter "the Complainant") filed a complaint under Sections 804(f)(1)(A) and 804(f)(3)(B) of Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing amendments Act of 1988 (hereinafter the "Fair Housing Act," "Act" or "Title VIII") (2 U.S.C. 3600 et seq.), and Section 504 of the Rehabilitation Act of 1973, as amended (Section 504) against the Respondents/Recipients (hereinafter "the Recipients"). The Recipients 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" or "HUD"), having undertaken a preliminary investigation of said complaint, herein agree that the complaint be resolved under the following terms and conditions. The Complainant, who is renting an apartment in a property owned by the Recipients, alleges that his request for repairs/maintenance are not responded to, or not responded to in a timely manner. The Recipients deny the allegations.
2. The parties acknowledge that this Conciliation Agreement and Voluntary Compliance Agreement ("Agreement" or "VCA") 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.
3. It is understood that the Recipients deny any violation of laws, and that this Agreement does not constitute an admission by the Recipients or evidence of a determination by the Department of any violation of Title VIII, Section 504, or any other law under the Department's jurisdiction.
4. The parties agree that, in the interest of concluding this matter, this Agreement may be executed by the parties' signatures on separate pages. The separate signed pages will be attached to the body of the Agreement to constitute one document. Both the original and faxed signature pages will be retained in the official case file.
5. This Agreement will become effective on the date it is signed by the Director, Office of Fair Housing and Equal Opportunity. The Director, acting on behalf of the Secretary, retains authority to approve or disapprove this Agreement.
6. The term of this Agreement shall be three (3) years from its effective date.


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09-08-0010-0109-08-0010-4

- 7. This Agreement is binding upon the U.S. Department of Housing and Urban Development, the Complainant and his successors and assigns, and the Recipients and their employees, heirs, successors and assigns.
- 8. Pursuant to Section 810(b)(4) of the Fair Housing Act, this Agreement shall become a public document. However, the Department will hold confidential all information of a personal or financial nature concerning parties to this Agreement that is not contained in the body of the Agreement.
- 9. No amendment to, modification of, or waiver of any provision of this Agreement shall be effective unless all the following conditions are met: (a) all signatories to the Agreement are notified in advance of 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, Recipients, and the Director, Office of Fair Housing and Equal Opportunity. Any such amendment, modification, waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

II. MUTUAL RELEASE

- 10. In exchange for the Recipients' compliance with the provisions of this Agreement, the Complainant hereby forever waives, releases, and covenants not to sue the Recipients, or pursue any administrative action or civil action against the Recipients, with respect to any matters, which were alleged in or were within the scope of the allegations of the subject complaint filed with the Department.
- 11. This release does not apply to any rights arising from either parties' failure to comply with the terms of this Agreement or to other complaints or matters of compliance which may be pending with the Department.

III. NON-RETALIATION

12. The Recipients 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 Title VIII or Section 504, or on account of their having aided or encouraged any other person in the exercise or enjoyment of their rights under Title VIII or Section 504.


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IV. RELIEF FOR THE COMPLAINANT

- 13. The Recipients agree to tender the amount of \$5,500.00 (Five thousand and five hundred dollars) to the Complainant, as a full and final settlement of the subject complaint. Said payment is to be made in the form of a cashier's check or money order payable to "Eric Solomon" and mailed to 8993 10th Street, Apartment 1814, Riverdale, CA within ten (10) days of the effective date of this Agreement. A copy of the certified check shall be forwarded to the attention of the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, 600 Harrison Street, Third Floor, San Francisco, CA 94107-1800.
- 14. Effective upon the signing of this Agreement, the Recipients agree that within thirty days of the effective date of this Agreement, the Recipients will make repairs to the elevator, to the sliding glass door inside the Complainant's unit, repair the leak in the Complainant's refrigerator and provide extermination services to eliminate roaches from the Complainant's unit.

V. ACTIONS IN THE PUBLIC INTEREST

- 15. Within three hundred sixty five (365) days of the effective date of this Agreement, the manager of Mount Rubidoux Manor shall attend one day of fair housing training, including Title VIII and Section 804. The Recipients shall pay for any cost of the training course.
- 16. The Recipients shall display and maintain a fair housing poster as described in Part 110.25 of Title 24 of the Code of Federal Regulations, in the office of Mount Rubidoux Manor so it is in plain sight of tenants and all persons seeking housing accommodations.

VI. COMPLIANCE

- 17. Complainant and Recipients agree that the Department shall monitor compliance with the terms and conditions specified in this Agreement. As a part of such monitoring, the Department may require written reports concerning compliance, inspect the premises, interview witnesses, and examine and copy pertinent records of the Recipients at any reasonable time during the term of this Agreement.


Solomon

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Recipient

Recipient

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MOUNT RUBIDOUX Manor
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- 18. The parties agree that should the Department have reasonable cause to believe the Recipients have breached this Agreement, the Department shall refer the matter to the Attorney General of the U.S. Department of Justice for enforcement of the terms of the Agreement.

VII. REPORTS AND RECORD KEEPING

- 19. This Agreement contains specific actions that are required of the Complainant and the Recipients. These actions must be completed within the specified time frames and the Department must verify satisfactory completion. It is understood that this Agreement may serve as the parties' sole notice of the required contents and deadlines. Failure to provide documentation of compliance with the terms of this Agreement constitutes a breach of the Agreement, and may result in referral of the matter to the Attorney General of the U.S. Department of Justice for enforcement proceedings without further notice.
- 20. With regard to paragraph 15, the Recipients will provide to the Department a certification of attendance, as identified in the certification form which is part of this Agreement, within ten (10) days of the completion of such training.
- 21. The parties agree that the Department shall be solely responsible for determining whether the Recipients are in compliance with the terms of this Agreement.
- 22. As directed by this Agreement, all required certifications and documentation of Compliance must be submitted to:

U.S. Department of Housing and Urban Development
Fair Housing Enforcement Center
ATTENTION: CONCILIATION REVIEW
San Francisco Regional Office - Region IX
600 Harrison Street, 3rd Floor
San Francisco, CA 94107-1300

- 23. This Agreement does not in any way limit or restrict the Department's authority to investigate any subsequent complaints involving the Recipients made pursuant to Title VIII, Section 504, or any other authority within the Department's jurisdiction.


Solomon

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Recipient

Recipient

Jan. 28. 2008 1:52PM
Jan 28 2008 11:33AM

NEW AFFORDABLE HOUSING

No. 0344
924-7233

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MOUNT HUDIGOUX Manor
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SIGNATURE PAGE

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

X Eric Solomon

Eric Solomon
Complainant

Date

1-25-08

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09-08-0010-8/09-08-0010-4

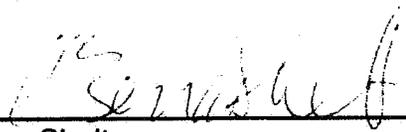
SIGNATURE PAGE

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

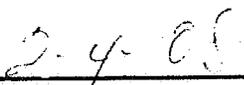
American Baptist Homes of the West, Management
Agent for Mount Rubidoux Manor
[Signature]
Mount Rubidoux Manor, et al
General Counsel and SUP
2-4-08

SIGNATURE PAGE

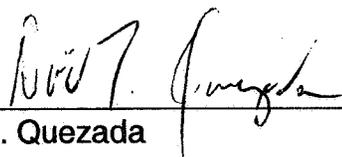
RECOMMEND APPROVAL OF THIS AGREEMENT:



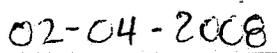
Cozena Shelton
Investigator
Los Angeles Program Center
Office of Fair Housing and Equal Opportunity



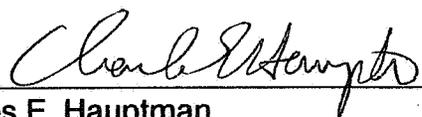
Date



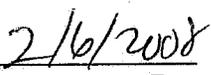
David T. Quezada
Director,
Los Angeles Program Center
Office of Fair Housing and Equal Opportunity



Date



Charles E. Hauptman
Director
Office of Fair Housing and Equal Opportunity



Date