



CONCILIATION/CONCILIATION AGREEMENT

between

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

and

 **Brown**

Complainant

and

Sundance Village LP (Primary Owner) 412 NW 5th Avenue, Suite 200 Portland, OR 97209	Sundance Village Apartments 6500 W Charleston Blvd Las Vegas, NV 89146
Sarah Lamm (Property Manager) Sundance Village Apartments 6500 W Charleston Blvd Las Vegas, NV 89146	PacifiCap Properties Group (Management Company) 412 NW 5th Ave., Suite 200 Portland, OR 97209

Representing all Respondents:

Violeta Vitkova (Regional Asset Manager)
PacifiCap Properties Group
412 NW 5th Ave., Suite 200
Portland, OR 97209

Respondents

**CASE NAME: Brown v. Sundance Village LP
CASE NUMBER: 09-09-1063-8**

DATE FILED: June 4, 2009

EFFECTIVE DATE: 9/10/09

Parties and Subject Property

Complainant: [REDACTED] Brown
Respondent: Sundance Village LP (Primary Owner)
Respondent: Sundance Village Apartments
Respondent: Sarah Lamm (Property Manager)
Respondent: PacifiCap Properties Group (Management Company)

Subject Property: [REDACTED]

A. Statement of Facts

On June 4, 2009, [REDACTED] Brown (Complainant) filed a complaint with the United States Department of Housing & Urban Development (the Department) alleging that she was injured by a discriminatory act of Respondent. Complainant alleges that Respondent violated Sections 804f of Title VIII of the Civil Rights Act of 1968 as amended by the Fair Housing Act of 1988, 42 U.S.C. §3600 et. seq. (the Act) based on her disability.

B. Term of Agreement

1. This Conciliation Agreement (Agreement) shall govern the conduct of the parties to it for a period of eighteen (18) months from the effective date of the Agreement.

C. Effective Date

2. The parties expressly agree that this Agreement constitutes neither a binding contract under state or federal law nor an Agreement pursuant to the Act, unless and until such time as it is approved by the U.S. Department of Housing and Urban Development, through the FHEO Director or his or her designee.
3. This Agreement shall become effective on the date on which it is approved by the Director, Fair Housing and Equal Opportunity (FHEO), San Francisco Region, U.S. Department of Housing and Urban Development.

E. General Provisions

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.

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5. It is understood that Respondents deny any violation of law, and that 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 against anyone because of race, color, religion, sex, familial status, national origin or disability.
7. It is understood that the signature of Violeta Vitkova, Regional Asset Manager of PacifiCap Properties Group, is made with the authority of and on behalf of all named Respondents.
8. This Agreement, after it has been approved by the FHEO Regional 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 the subject property.
9. It is understood that, pursuant to Section 810(b)(4) of the Act, upon approval of this Agreement by the FHEO Director or his or her designee, it is a public document.
10. 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 Fair Housing Act, or any other complaint within the Department's jurisdiction.
11. No amendments to, modifications of, or waiver of any provision of this Agreement shall be effective unless all of the following conditions are met: (a) all signatories or their successors to the 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 Regional Director, Office of Fair Housing and Equal Opportunity, Region IX. Any such amendment, modification, waiver, or consent shall be effective only in the specific instance and for the specific purpose for which given.
12. 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 the 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 the Agreement or within (10) days from the date of the Agreement. Both the original and faxed signature pages will be retained in the official case file.

13. In exchange for the compliance with the provisions of this Agreement, the 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 the above referenced case number(s), or which could have been filed in any action or suit arising from said subject matter.
14. In exchange for the compliance with the provisions of this Agreement, Respondents hereby forever waive, release, and covenant 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 above referenced case number(s), or which could have been filed in any action or suit arising from said subject matter.

F. Non-Retaliation

15. Respondents acknowledges 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 discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.

G. Relief for Complainant

16. Respondents agree to take the following actions as set forth in this Agreement, and will provide the Department with written certification that this requirement has been met:

- a. Respondents agree to tender the amount of \$5,000.00 to Complainant within five (5) days of the effective date of this Agreement. Said payment will be in the form of a cashier's check payable to [REDACTED] Brown and mailed to [REDACTED] Las Vegas, NV 89146 or provided to her in person at the noted address.

Respondents will make a copy of the check and send it to the Department within ten (10) days of the effective date of this Agreement.

- b. Respondents agree to waive all transfer fees for Complainant's new unit and the security deposit will transfer to the new unit.
- c. During the first thirty (30) days of Complainant's tenancy, Respondents will complete all maintenance requests within forty-eight (48) hours or provide justification.

Respondents will provide a written response to the Department thirty (30) days from the effective date of this Agreement, and additionally every thirty (30) days until the above requirements had been met in full.

H. Relief in the Public Interest

17. Respondents acknowledge that it is unlawful to discriminate under the Act against anyone because of race, color, religion, sex, familial status, national origin or disability.
18. Respondents agree to provide a written reasonable accommodation/modification policy within thirty days of the effective date of this agreement. The policy will include the response time to ensure timely responses, show whether medical verification is necessary and provide for written responses to requests.

To verify medical necessity when the need is not obvious, Respondents will have a medical release form for the tenant or applicant to sign with the medical professionals contact information to verify that the person is disabled as defined by the Fair Housing Act and whether or not the reasonable accommodation/modification requested is necessary to afford the person full enjoyment of the premises.

19. Respondents agree that reasonable accommodation/modification requests for all properties managed by Respondents shall be monitored for one (1) year from the effective date of this agreement. Respondents will provide quarterly reports showing the accommodation/modification requested, the date of the request, the status of the request, the date approved or denied, and if denied, the reason for the denial. The first report will be due one hundred-twenty (120) days from the effective date of this agreement and then every 90 (ninety) days.
20. Respondents will notify tenants that a reasonable accommodation/modification policy is in place within ten (10) days of the Department's approval of Respondents' policy.

A copy of the notice will be provided to the Department within ten (10) days of distribution to tenants. Respondents will also include notice of how tenants were notified.

21. Respondents agree that within ninety (90) calendar days from the effective date of this Agreement, Respondents employees, agents, and/or other persons involved in the management of subject property shall attend training on fair housing including reasonable accommodations/modifications. Respondents will provide a certification that the training has been completed within four (4) months of the effective date of this Agreement. The response will include the names of those who attended the training, the date of the training, who provided the training and the training provided.

I. Monitoring

22. 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, interview 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.

J. Reporting and Recordkeeping

23. 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, 3rd Floor
San Francisco, CA 94107-1387

K. Consequences of Breach

22. The parties understand that if the Department has reasonable cause to believe that Respondents have breached this Agreement, the Department shall refer the matter to the Attorney General of the United States, to commence a civil action in the appropriate U.S. District Court, pursuant to 472 USC 3610(c).

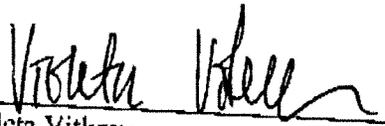
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SIGNATURE PAGE

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

Darlene Brown
(Complainant)

Date



Violeta Vitkova
Regional Asset Manager of PacifiCap Properties Group
(Respondent)

9/8/09
Date

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SIGNATURE PAGE

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

 Brown
 Brown
(Complainant)

09-08-09
Date

Violeta Vitkova
Regional Asset Manager of PacifiCap Properties Group
(Respondent)

Date

Linda Creel

Linda Creel
Investigator, Enforcement Branch
Office of Fair Housing and Equal Opportunity

9/8/09
Date

Jesse Webster

Jesse Webster
Branch Chief, Enforcement Branch
Office of Fair Housing and Equal Opportunity

9/9/09
Date

Anne Quesada

Anne Quesada
Director, Program Center
Office of Fair Housing and Equal Opportunity

9/10/2009
Date

Charles E. Hauptman

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

9/10/2009
Date