



CONCILIATION AGREEMENT

Between

U.S. Department of Housing and Urban Development

and

Redacted

Project Sentinel
(Complainants)

and

Tri-Tal Realty of Modesto

Marla Carney

Kristin Marin

Nofan N. Jamaledin

(Respondents)

Under

Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act)

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

FHEO CASE NAME **Redacted** vs. *Tri-Tal Realty of Modesto, et al.*

FHEO CASE NUMBER: 09-18-3259-8

FHEO CASE NAME: *Project Sentinel v. Tri-Tal Realty of Modesto, et al.*

FHEO CASE NUMBER: 09-18-3260-8

HUD DATE FILED: July 23, 2018

Effective Date of Agreement: _____

Expiration Date of Agreement: _____

A. PARTIES AND SUBJECT PROPERTY

Complainant

Redacted

Modesto, CA 95354

Project Sentinel
c/o Jessica Tankersley, Litigation Director
1490 El Camino Real
Santa Clara, CA 95050

Respondents

Tri-Tal Realty of Modesto
c/o Marla Marin Carney
2307 Oakland Rd., Ste. 503
Modesto, CA 95355

Marla Marin Carney
Tri-Tal Realty of Modesto
2307 Oakland Rd., Ste. 503
Modesto, CA 95355

Nofan N. Jamaledin
1631 Crawford Rd.
Modesto, CA 95357

Kristin D. Marin
Tri-Tal Realty of Modesto
2307 Oakland Rd., Ste. 503
Modesto, CA 95355

Subject Property

Redacted

Modesto, CA 95356

B. STATEMENT OF FACTS

Redacted

Redacted filed complaint number 09-18-3259-8 with the United States Department of Housing and Urban Development ("HUD" or "the Department") on July 23,

2018, alleging that they were injured by the discriminatory acts of Tri-Tal Realty of Modesto, Marla Marin Carney, Kristin D. Marin, and Nofan N. Jamaledin ("collectively, "Respondents"). The complaint alleged that Respondents violated subsections 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 sex and familial status. On the same date, Project Sentinel filed complaint number 09-18-3260-8, alleging that Respondents' discriminatory acts caused Project Sentinel to divert its resources to conduct an investigation, which resulted in frustration of Project Sentinel's mission. This complaint alleged that Respondents violated subsections 804(a), 804(b), and 804(c) of the Act on the basis of familial status.

Respondents deny having discriminated against Redacted and Project Sentinel (collectively, "Complainants"), but agree to settle the two complaints referenced above by entering into this Conciliation Agreement.

C. TERM OF AGREEMENT

1. This is a Conciliation Agreement between the Complainants, named above, and the Respondents, named above. As specifically stated herein, 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 will not constitute 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 complaints. 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 the Respondents deny any violation of law and that this Agreement does not constitute an admission by the Respondents, nor 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 executed and approved by the FHEO Regional Director or her designee, is binding upon the Respondents, their employees, heirs, successors and assigns and on all others in active concert with them.
8. It is understood that, pursuant to Section 810(b)(4) of the Act, upon execution and 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; and (c) the amendment, modification or waiver is approved and signed by FHEO Regional Director or her designee.
11. The parties agree that the execution of this Agreement may be accomplished by separate executions of consent to this Agreement, and that the original executed signature pages attached to the body of the Agreement constitute one document.
 - a. It is understood that Litigation Director Jessica Tankersley will sign the Agreement on behalf of Complainant Project Sentinel.
 - b. It is further understood that Marla Marin Carney will sign the Agreement on behalf of Respondents Tri-Tal Realty of Modesto and Nofan N. Jamaledin.
12. Complainants hereby forever waive, release, and covenant not to sue the Department or Respondents, their heirs, executors, assigns, agents, employees, or attorneys with regard to any and all claims, damages, or injuries of whatever nature, whether presently known or unknown, arising out of the subject matter of HUD Case Numbers 09-18-3259-8 and 09-18-3260-8, or which could have been filed in any action or suit arising from said subject matter.
13. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainants, their heirs, executors, successors, assigns, agents, officers, board members, employees, or attorneys with regard to any and all claims, damages, or injuries of whatever nature, whether presently known or unknown, arising out of the subject

matter of HUD Case Numbers 09-18-3259-8 and 09-18-3260-8, or which could have been filed in any action or suit arising from said subject matter.

F. RELIEF FOR COMPLAINANTS

14. Respondents Tri-Tal Realty of Modesto and Marla Marin Carney agree to pay Complainants Redacted the sum total of ten thousand dollars (\$10,000) as full resolution of this matter. Payment shall be in the form of a certified or business check made payable to Redacted. Respondents Tri-Tal Realty of Modesto and Marla Marin Carney further agree that they will deliver the check to Complainants Redacted via U.S. certified mail or other delivery service with tracking capability within fourteen (14) calendar days of the effective date of this Agreement. Said check will be mailed to Complainants Redacted in care of Redacted Project Sentinel, 1231 8th Street, Suite 425, Modesto, CA 95354.”

To show compliance with paragraph F14, Respondents will provide a photocopy of said check and the delivery tracking information to the Department within thirty (30) days of the effective date of this Agreement. The documents should be sent to the address specified in paragraph I24 of this Agreement.

15. Respondents Tri-Tal Realty of Modesto and Marla Marin Carney agree to pay Complainant Project Sentinel the sum total of five thousand dollars (\$5,000) as full resolution of this matter. Payment shall be in the form of a certified or business check made payable to “Project Sentinel.” Respondents Tri-Tal Realty of Modesto and Marla Marin Carney further agree that they will deliver the check to Complainant Project Sentinel via U.S. certified mail or other delivery service with tracking capability within fourteen (14) calendar days of the effective date of this Agreement. Said check will be mailed to “Jessica Tankersley, Project Sentinel, 1490 El Camino Real, Santa Clara, CA 95050.”

To show compliance with paragraph F15, Respondents will provide a photocopy of said check and the delivery tracking information to the Department within thirty (30) days of the effective date of this Agreement. The documents should be sent to the address specified in paragraph I24 of this Agreement

G. RELIEF IN THE PUBLIC INTEREST

16. Respondents agree to comply with all of the provisions of the Act, which prohibits discrimination on the basis of race, color, national origin, religion, sex, familial status, and disability, and HUD's implementing regulations at 24 C.F.R. part 100 *et seq.* Respondents acknowledge that:

- a. Subsection 804(a) of the Act makes it unlawful to discriminate in the rental, or to

- otherwise make unavailable or deny, a dwelling to any renter because of sex or familial status;
- b. Subsection 804(b) of the Act makes it unlawful to discriminate against any person in the terms, conditions, or privileges of sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, on the basis of sex or familial status;
 - c. 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 which indicates any preference, limitation or discrimination because of sex or familial status, or an intention to make any such preference, limitation or discrimination; and
 - d. Subsection 804(d) of the Act makes it unlawful to represent to any person because of sex or familial status that any dwelling is not available for inspection, sale, or rental when such dwelling is in fact so available.
17. Respondents agree to comply with all federal and state fair housing laws, including laws prohibiting discrimination on the basis of sex and familial status.
18. Respondents agree that upon the effective date of this Agreement they will no longer maintain a two-person-per-bedroom occupancy policy at the subject property or at any other property owned and/or managed by any Respondent. Respondents further agree that for all properties owned and/or managed by any Respondent, occupancy shall be determined in compliance with the Act and as set forth in HUD's "Keating memo," available here: https://www.hud.gov/sites/documents/DOC_7780.PDF.

To show compliance with paragraph G18, within thirty (30) days of the effective date of this Agreement, Respondents will provide the Department with evidence showing that they no longer maintain a two-person-per-bedroom occupancy policy or any occupancy policy that violates the Act at any property owned and/or managed by any Respondent. The documentation will be sent to the address specified in paragraph I24 of this Agreement.

19. Respondents agree that annually for the next three years, beginning in 2019 and again in 2020 and 2021, Respondents Marla Marin Carney and Kristin D. Marin, and Shelly Painter, along with all other employees of Tri-Tal Realty of Modesto who manage and/or lease residential rental properties, will attend fair housing training, and further agree that the specified individuals will attend the Department's upcoming fair housing training class held at its Region IX office in San Francisco. The fair housing training class is currently scheduled as follows:

Date: July 23, 2019
Time: 10:00 a.m. to 2:00 p.m.
Location: One Sansome Street, Suite 1200
San Francisco, California 94104

The Department's contact information for this training is by email to:
sf_complianceunit@hud.gov.

To show compliance with paragraph G19 for 2019, Respondent Marla Marin Carney, Respondent Kristin D. Marin, Shelly Painter, and the other personnel set forth above will sign the sign-in sheet at the beginning of said fair housing training class and will receive certificates of completion from the Department at the conclusion of the class.

20. Respondents agree that in 2020 and in 2021, Respondents Marla Marin Carney and Kristin D. Marin, and Shelly Painter, along with all other employees of Tri-Tal Realty of Modesto who manage and/or lease residential rental properties, will attend in person a fair housing training session lasting at least three (3) hours, including coverage of the Act and discrimination based on familial status and sex. A qualified fair housing agency, attorney, or other qualified entity approved in advance by the Department shall conduct the training. Respondents shall submit a written request for approval of the training provider and curriculum to the Department at the address specified in paragraph I24 below at least fourteen (14) business days prior to the training. Respondents shall pay for any cost of the 2020 and 2021 trainings.
21. To show compliance with paragraph G20, within thirty (30) days of each in person fair housing training session in 2020 and 2021, Respondent will provide documentation that the training has been completed for each of the individuals specified above. The documentation will state the name of the individuals who attended the training, the date of the training, who provided the training, the training provided, and a copy of a certificate of completion for each of the specified individuals. This documentation should be sent to the address specified in paragraph I24 of this Agreement
22. Respondents agree that for the next three years, they will include the phrase "Equal Housing Opportunity Provider" in all print, online, and verbal advertisements. As evidence of compliance, Respondents will provide the Department with one recently published ad containing said phrase by March 1, 2019, another recently published ad by June 1, 2020, and another recently published ad by January 1, 2021. The published ads should be sent to the address specified in paragraph I24 of this Agreement.

H. MONITORING

23. The Department shall monitor compliance with the terms of 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

24. 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
One Sansome Street, Suite 1200
San Francisco, CA 94104-4430
Or by email to: sf_complianceunit@hud.gov

J. CONSEQUENCES OF BREACH

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

Conciliation Agreement

Redacted v. Tri-Tal Realty of Modesto, et al., HUD Case No.: 09-18-3259-8
Project Sentinel v. Tri-Tal Realty of Modesto, et al., HUD Case No. 09-18-3260-8

COMPLAINANTS' SIGNATURE

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

Redacted
Complainant

Date

Redacted
Complainant

Date

Conciliation Agreement

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COMPLAINANT'S SIGNATURE

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

Jessica Tankersley
On behalf of Project Sentinel
Complainant

Date

RESPONDENTS' SIGNATURES

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

Marla Marin Carney
Respondent

Date

Marla Marin Carney
On behalf of Tri-Tal Realty of Modesto
Respondent

Date

Kristin D. Marin
Respondent

Date

Marla Marin Carney
On behalf of Nofan N. Jamaledin
Respondent

Date

Conciliation Agreement

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APPROVAL and Execution of Conciliation Agreement

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

Anné Quesada
Regional Director
Office of Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development

Date