



**UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT**

**CONCILIATION AGREEMENT**

between

R.H.

(Complainant)

and

Senator Reno Holdings, LLC,  
Jennifer Sablan,  
Keith Sablan  
And  
The Siegel Group Nevada, Inc.

(Respondents)

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

FHEO CASE NUMBER: 09-16-4025-8 (Title VIII)  
FHEO CASE NAME: *Hopson v. Siegel Suites Senator, et al.*

HUD DATE FILED: December 3, 2015

Effective Date of Agreement: \_\_\_\_\_

Expiration Date of Agreement: \_\_\_\_\_

**A. PARTIES AND SUBJECT PROPERTY**

Complainant

R.H.  
[Address Redacted]

Respondents

Jennifer Sablan  
Siegel Suites Senator  
136 W 2<sup>nd</sup> Street  
Reno, Nevada 89501

Keith Sablan  
Siegel Suites Senator  
136 W 2<sup>nd</sup> Street  
Reno, Nevada 89501

The Siegel Group Nevada Inc. as manager for  
Senator Reno Holdings LLC  
3790 Paradise Road, Suite 250  
Las Vegas, Nevada 89169

Subject Property

136 W. 2<sup>nd</sup> Street  
Reno, Nevada 89501

**B. STATEMENT OF FACTS**

A complaint was filed on December 3, 2015, with the United States Department of Housing and Urban Development (“the Department”) alleging that Complainant was injured by Respondents’ discriminatory act. Complainant alleged that Respondents violated subsections 804(f)(1)(A) and 804(f)(3)(B) of the Fair Housing Act as amended in 1988, 42 U.S.C. 3601 *et seq.* (“the Act”), when Respondents discriminated against Complainant based on disability by refusing to allow him to rent a unit with his emotional support animal. Respondents deny all allegations of discrimination.

**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**

1. 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.
2. This Agreement shall become effective on the date on which it is approved by the FHEO Regional Director or her designee.

## **E. GENERAL PROVISIONS**

1. 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.
2. 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.
3. 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.
4. This Agreement, after it has been approved by the FHEO Regional Director, or her designee, is binding upon Respondents, their employees, heirs, successors and assignees and all others in active concert with them in the ownership or operation of the subject property.
5. 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. However, the Department will hold confidential all information of a personal or financial nature concerning the parties to this Agreement that is not contained in the body of the Agreement.
6. 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.
7. 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 the FHEO Regional Director or her designee.

8. 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.
9. Complainant hereby forever waives, releases, and covenants not to sue the Department or Respondents, or Respondents' affiliates, successors, heirs, executors, assignees, agents, officers, board members, 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 09-16-4025-8, or which could have been filed in any action or suit arising from said subject matter and/or factual allegations.
10. Respondents hereby forever waive, release, and covenant not to sue the Department or Complainant and their successors, heirs, executors, assignees, agents, officers, board members, 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 09-16-4025-8 or which could have been filed in any action or suit arising from said subject matter.
11. It is understood that the signature of Michael Crandall, Senior Vice President, The Siegel Group, A Division of The Siegel Group Nevada, Inc., is made with the authority and on behalf of all Respondents.

**F. RELIEF FOR COMPLAINANT**

1. Respondent The Siegel Group, Inc. agrees to pay Complainant the sum total of Five Hundred Dollars (\$500.00) within ten (10) business days of the effective date of this Agreement.
2. Payment will be in the form of a business check made payable to "[Complainant Name]" and mailed to Complainant via overnight or two-day delivery to: [Address Redacted].
3. Respondents will provide a copy of said check to the Department within fifteen (15) business days of the effective date of this Agreement.

**G. RELIEF IN THE PUBLIC INTEREST**

1. Respondents agree to develop a written reasonable accommodation/reasonable modification policy ("reasonable accommodation policy") for use at all residential properties owned and/or managed by Respondents The Siegel Group or Senator Reno Holdings, LLC. Respondent The Siegel Group will submit a copy of the written reasonable accommodation policy to the Department for approval at the address specified in paragraph 25 within thirty (30) days of the effective date of this Agreement. The Department will advise Respondent The Siegel Group as to whether the policy is approved or disapproved. If disapproved, Respondents shall have ten (10) days from the notice of

disapproval to make the Department's changes and submit the revised policy of non-discrimination to the Department.

2. Upon the Department's approval of the reasonable accommodation policy as described in paragraph 18 above, Respondents shall implement the policy at all residential properties owned and/or managed by The Siegel Group or Senator Reno Holdings, LLC.
3. Upon the Department's approval of the reasonable accommodation policy by the Department, Respondent The Siegel Group will notify all staff of the reasonable accommodation policy.
4. Respondents acknowledge that reasonable accommodation/modification requests can be made orally or in writing, and that housing providers must give appropriate consideration to requests even if the requester does not use the provider's designated form. Additionally, Respondents understand that the Act does not prescribe a uniform procedure for requesting a reasonable accommodation/modification to be used with all housing providers. To request an accommodation or modification, an individual need not mention the Act, or use the phrase "reasonable accommodation" or "reasonable modification." In general, a tenant or prospective tenant or homebuyer should make clear to the housing provider that s/he is requesting that an exception, change, adjustment, or modification be made to a rule, policy, practice, service, building or dwelling unit because s/he has a disability.
5. Within ninety (90) days of the effective date of this Agreement, and at subsequent one-year intervals for the duration of this Agreement, all The Siegel Group and Senator Reno Holdings LLC personnel involved in making residential rental decisions and/or communicating with tenants or potential tenants at any residential property owned and or managed by Respondents The Siegel Group or Senator Reno Holdings LLC, including general managers, assistant general managers, and customer service representatives shall attend live training on fair housing at Respondents' expense. Respondents Jennifer Sablan and Keith Sablan shall attend each annual training for as long as they are employed by The Siegel Group or Senator Reno Holdings LLC. The training shall be provided in person by a qualified fair housing agency or fair housing attorney subject to approval by the Department. It is understood that staff employed at all multi-family properties located in Nevada, New Mexico and Arizona will participate, which as of the date hereof total thirty three (33) properties. It is further understood that personnel located in Nevada will attend the training in person, and that staff located in other states may attend that training session by way of video conference or similar technology that allows for interaction with the presenter(s); such "remote" attendance by staff in other states will fulfill the requirements of this Agreement.
6. As evidence of compliance, Respondent The Siegel Group. will forward to the Department evidence of the successful completion of each annual training, in the form of a Certificate or a letter from the trainer that includes the attendee's name, title, property name and date of completion, within ten (10) business days after the completion of fair housing training.
7. Respondents agree to abide by all state and federal laws prohibiting discrimination on the basis of a membership in a protected class.

## **H. MONITORING**

1. 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 and to the extent needed to confirm compliance herewith, 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 their full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

## **I. REPORTING AND RECORDKEEPING**

1. All required certifications and documentation of compliance must be submitted to:

U.S. Department of Housing and Urban Development  
Office of Fair Housing and Equal Opportunity  
Attention: Conciliation Monitoring Unit  
One Sansome Street, Suite 1200  
San Francisco, CA 94104-4430

## **J. CONSEQUENCES OF BREACH**

1. 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.