



CONCILIATION AGREEMENT / VOLUNTARY COMPLIANCE AGREEMENT

Between

U.S. Department of Housing and Urban Development

and

Redacted Name

Complainant

and

FPI Management, Inc.
Cascade Village Apartments II, LP
Stephanie Browning
Respondents/Recipients

Under

Title VIII of the Civil Rights Act of 1968, as amended (Fair Housing Act)
and
Title VI of the Civil Rights Act of 1964

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

FHEO CASE NUMBERS: 09-20-2040-8 and 09-20-2040-6
FHEO CASE NAME: **Redacted Name** v. FPI Management, Inc., et al.
DATE FILED: August 21, 2020

Effective Date of Agreement: _____

Expiration Date of Agreement: _____

A. Parties and Subject Property

Complainant

Redacted Name
Redacted Name
Sacramento, CA 95821

Respondents/Recipients

Cascade Village Apartments II, LP
c/o CSC Lawyers Incorporating Service
2710 N. Gateway Oaks Dr., Ste. 150N
Sacramento, CA 95833

FPI Management Inc.
c/o Mike Watembach, Registered Agent
800 Iron Point Road
Folsom, CA 95630

Stephanie Browning
c/o FPI Management, Inc.
800 Iron Point Road
Folsom, CA 95630

Subject Property

Cascade Village Apartments
7600 Fruitridge Road
Sacramento, CA 94820

B. Statement of Facts

On August 21, 2020, Redacted Name (“Complainant”), who works as a Community Director at the subject property, filed a complaint with the United States Department of Housing and Urban Development (“HUD” or “the Department”) alleging that property owner Cascade Village Apartments II, LP, management company FPI Management, Inc., and Portfolio Manager Stephanie Browning (collectively, “Respondents/Recipients”) violated Section 818 of the Fair Housing Act, Title VIII of the Civil Rights Act of 1968 as amended (42 U.S.C. 3601 et seq.) (“the Act”) by retaliating against her because she advocated for Respondents/Recipients to provide language services to limited English proficient residents. The complaint also alleged noncompliance with Title VI of the Civil Rights Act of 1964 (“Title VI”). This Conciliation/Voluntary Compliance Agreement resolves the complaint under the Act and Title VI.

Respondents/Recipients deny retaliating against Complainant and any non-compliance with Title VI, but agree to settle the claims alleged in the complaint by entering into this Conciliation/Voluntary Compliance Agreement.

C. Term of Agreement

1. This is a Conciliation Agreement between Complainant, named above, and Respondents/Recipients, named above, and a Voluntary Compliance Agreement between the Department and said Respondents/Recipients. As specifically stated herein, this Conciliation/Voluntary Compliance Agreement (“Agreement”) shall govern the conduct of the parties 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, a Conciliation Agreement pursuant to the Act, nor a Voluntary Compliance Agreement pursuant to Title VI, unless and until such time as it is approved by the Department, through the Regional Fair Housing and Equal Opportunity (“FHEO”) Director or her designee.
3. This Agreement shall become effective on the date that it is approved by the Regional FHEO Director or her designee (“Effective Date”).

E. Definitions

4. The following definitions apply to this Agreement:
 - a. **“Federal Financial Assistance”** is used as defined at 24 CFR 1.2(e).
 - b. **“Covered Property”** means any property that is a recipient of federal financial assistance, as defined by 24 CFR 1.2(f), and that is managed by FPI Management, Inc.
 - c. **“LEP Final Guidance”** means the Department’s *Final Guidance to Federal Financial Assistance Recipients Regarding Title VI Prohibition Against National Origin Discrimination Affecting Limited English Proficient Persons*, as published at 72 Fed. Reg. 2732 (Jan. 22, 2007).
 - d. **“Vital Documents”** means all documents identified in Attachment B of FPI Management, Inc.’s Language Access Plan, dated August 2020.
 - e. **“Subject Property”** means Cascade Village Apartments, located at 7600 Fruitridge Road, Sacramento, CA 94820.

F. General Provisions

5. 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 significance of the terms set forth herein. No party has been

coerced, intimidated, threatened, or in any way forced to become a party to this Agreement.

6. It is understood that Respondents/Recipients deny any violation of the law and that this Agreement does not constitute an admission by Respondents/Recipients, nor evidence of a determination by the Department of any violation of the Act, Title VI, or any other law.
7. Respondents/Recipients acknowledge that they have an affirmative duty not to discriminate under the Act, Title VI, and other Authorities. Respondents/Recipients acknowledge 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, Title VI, and other Authorities. Respondents/Recipients further acknowledge that any subsequent retaliation or discrimination constitutes both a material breach of this Agreement, and a statutory violation of the Act.
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.
 - a. It is understood that the signature of Dennis Treadaway, President, is made with the authority and on behalf of FPI Management, Inc. It is further understood that the signature of Basil Rallis is made with the authority and on behalf of Cascade Village Apartments II, LP.
9. This Agreement, subsequent to the approval by the FHEO Regional Director, or her designee, is binding upon Respondents/Recipients, their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates and all others in active concert with Respondents/Recipients in the ownership or operation of the Subject Property.
10. 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.
11. This Agreement does not in any way limit or restrict the Department's authority to investigate any other complaint involving Respondents/Recipients made pursuant to the Act, Title VI, or any other complaint within the Department's jurisdiction.
12. 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 or their successors to the Agreement agree in writing 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 FHEO Regional Director or her designee.

G. Mutual Releases:

13. Complainant hereby forever waives, releases, and covenants not to sue the Department, Respondents/Recipients, or their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates or 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 numbers 09-20-2040-8 and 09-20-2040-6 or which could have been filed in any action or suit arising from said subject matter.
14. Respondents/Recipients hereby forever waive, release, and covenant not to sue the Department or Complainants, or their employees, heirs, successors, executors, assignees, predecessors, representatives, agents, principals, directors, officers, affiliates or 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 numbers 09-20-2040-8 and 09-20-2040-6 or which could have been filed in any action or suit arising from said subject matter.

G. Relief for Complainant

15. FPI Management, Inc. agrees to pay Complainant the sum total of ten thousand dollars (\$10,000) within fourteen (14) calendar days of Complainant submitting to FPI Management, Inc. a completed Form W-9. Payment will be in the form of a check made payable to “Redacted Name” and mailed to Complainant at Redacted Name, Sacramento, CA 95821 via U.S. certified mail or other delivery service with tracking capability.

To show compliance with paragraph G14, FPI Management, Inc. shall provide a copy of the check and the tracking information to the Department within thirty (30) days of the Effective Date of this Agreement. The documentation shall be sent to the Department at the email address specified in paragraph J34 below.

16. Respondents/Recipients agree to provide Complainant with a neutral reference on each occasion should a prospective employer contact Respondents/Recipients or their staff for the purpose of verifying Complainant’s employment history.

To show compliance with paragraph G16, Respondents/Recipients agree to provide the Department with documentation and any other information regarding inquiries from Complainant’s prospective employers within ten (10) days of a written request by the Department.

H. Relief in the Public Interest

17. Within ninety (90) days of the Effective Date of this Agreement, FPI Management, Inc. shall provide compensation in the amount of twenty-thousand and seventy-five dollars (\$20,075) to the tenants at the Subject Property. Compensation shall be distributed in the amount of two-hundred and seventy-five dollars (\$275) to each of

the seventy-three (73) households residing at the Subject Property. Compensation shall be made either by issuing each household a rent credit or by delivering a check to each household via U.S certified mail or other delivery service with tracking capability. Within ninety (90) days of the Effective Date of this Agreement, FPI Management, Inc. also agrees to notify each household, in the head of household's primary language (Vietnamese, Chinese or Spanish), via U.S. certified mail or other delivery service with tracking capability, of the terms of this Agreement, including the amount and means of compensation and that FPI Management, Inc, will provide free oral interpretation services to all limited English proficient tenants and applicants, and will also provide limited English proficient tenants and applicants with translated documents as required by law and paragraph H29 below ("Notification Letter"). A copy of the Notification Letter is attached to this Agreement as Exhibit A. It is understood that along with each Notification Letter, FPI Management, Inc. may also include a translated copy of the liability waiver attached to this Agreement as Exhibit B, but FPI Management, Inc. agrees that completing the waiver is voluntary and a failure to return a signed waiver will not disqualify any household from receiving a rent credit or payment, as stated in the Notification Letter.

To show compliance with paragraph H17, within one hundred (100) days of the Effective Date of this Agreement, FPI Management, Inc. shall provide the Department with copies of the translated versions of Exhibit A and Exhibit B, copies of the tracking information for each Notification Letter, and for each household, either a copy of the tenant account ledger reflecting the rent credit, or a copy of the check and the accompanying tracking information. The documentation shall be sent to the Department at the email address specified in paragraph J34 below.

18. Within ninety (90) days of the Effective Date of this Agreement, FPI Management, Inc. shall distribute a copy of the household's Lease (as defined below) and the Subject Property's Community Policies – House Rules to each household with limited English proficiency residing at the Subject Property in the head of household's primary language. The Department acknowledges that FPI Management, Inc. has identified the primary language of each current head of household and for those with limited English proficiency, the head of household's primary language is Vietnamese, Chinese or Spanish. It is understood that FPI Management, Inc. has translated the Community Policies – House Rules into Vietnamese, but not into Chinese or Spanish. It is further understood that the Subject Property utilizes the Department's Model Lease for Subsidized Programs, form HUD-90105a ("Lease"), which the Department has translated into multiple languages including Vietnamese, Chinese and Spanish, and which can be located at: https://www.hud.gov/program_offices/administration/hudclips/forms/hud9.

To show compliance with paragraph H18, within one hundred (100) days of the Effective Date of this Agreement, FPI Management, Inc. shall provide the Department with copies of the Community Policies – House Rules in Chinese and

Spanish and evidence that each household at the Subject Property with limited English proficiency has been provided with a copy of the Lease and Community Policies – House Rules translated into the head of household’s primary language. The documentation shall be sent to the Department at the email address specified in paragraph J34 below.

19. It is understood that FPI Management, Inc. has completed a Four-Part Language Needs Assessment (“Language Needs Assessment”) for each Covered Property, and that each Language Needs Assessment identifies the languages into which vital documents must be translated according to the four-factor analysis as described in the LEP Final Guidance. In accordance with the timeline set forth below, FPI Management, Inc. shall translate all vital documents into any and all languages identified by at least one Covered Property’s Language Needs Assessment as requiring written translation.

To show compliance with paragraph H19, within one hundred and eighty (180) days of the Effective Date of this Agreement, FPI Management, Inc. shall provide the Department with a list of all languages identified in at least one Language Needs Assessment as meeting the written translation requirement, along with the number of Covered Properties that identified each language as meeting the translation requirement. Within two hundred and ten (210) days of the Effective Date of this Agreement, FPI Management, Inc. shall provide the Department with evidence that all vital documents have been translated into each of the languages identified as requiring written translation, either in the form of copies of each translated document or invoices itemizing the name of each translated document, the language(s) into which each document was translated, and the date of completion. The documentation shall be sent to the Department at the email address specified in paragraph J34 below.

20. Within two hundred and ten (210) days of the Effective Date of this Agreement, FPI Management, Inc. shall create a centralized repository on its intranet containing copies of vital documents translated pursuant to Paragraph H19 (“Repository”). In addition to the newly translated vital documents, FPI Management, Inc. shall download and store within the Repository all forms, leases, informational brochures, and other documents that have been translated by the Department and that are used at Covered Properties. Such translated documents can be located at: https://www.hud.gov/program_offices/administration/hudclips/forms/hud9. FPI Management, Inc. further agrees that the Repository shall be accessible to all staff at Covered Properties.

To show compliance with paragraph H20, FPI Management, Inc. shall provide the Department with screen shots of the Repository and its contents within two-hundred and forty (240) days of the Effective Date of this Agreement. The documentation shall be sent to the Department at the email address specified in paragraph J34 below.

21. Within two hundred and ten (210) days of the Effective Date of this Agreement, FPI Management, Inc. shall update its Language Access Resource Manual and its Language Access Plan, which FPI Management, Inc. shall make accessible on the intranet for all staff who work at Covered Properties, to include instructions on how to access the Repository, where to find translated vital documents and how to use translated documents in conjunction with their English-language counterparts. FPI Management, Inc. shall also place a copy of these instructions in the Repository identified in Paragraph H19.

To show compliance with paragraph H21, FPI Management, Inc. shall provide the Department with updated copies of its Language Resource Manual and its Language Access Plan within two-hundred and twenty (220) days of the Effective Date of this Agreement. The documentation shall be sent to the Department at the email address specified in paragraph J34 below.

22. Within ninety (90) days of the Effective Date of this Agreement, FPI Management, Inc. shall update its Language Interpreter (3195) and English Language (3185) Standard Operating Procedures (jointly, “SOPs”) to clearly state that they do not apply to properties that receive Federal Financial Assistance and that at properties that receive Federal Financial Assistance, FPI Management, Inc. and its employees are obligated to notify applicants and residents of their right to receive free oral interpretation services and, if requested, provide those services to applicants and residents throughout the leasing process and throughout a resident’s tenancy. The updated SOPs shall explicitly refer staff who communicate with applicants and tenants at properties that receive Federal Financial Assistance to FPI Management, Inc.’s Language Access Plan, Language Resource Manual, and the property’s Language Needs Assessment for language policies and resources.

To show compliance with paragraph H22, FPI Management, Inc. shall provide the Department with updated copies of the SOPs within one hundred (100) days of the Effective Date of this Agreement. The documentation shall be sent to the Department at the email address specified in paragraph J34 below.

23. Within one hundred and twenty (120) days of the Effective Date of this Agreement, all FPI Management, Inc. employees who interact with applicants or residents at Covered Properties shall attend training on Title VI’s language access requirements (“Title VI Training”) to be provided by a qualified entity as approved in advance by the Department,¹ as well as a separate training provided by FPI Management, Inc. covering FPI Management, Inc.’s policies and resources for interacting with persons with limited English proficiency (“Policies and Procedures Training”).

To show compliance with paragraph H23, within one hundred (100) days of the Effective Date of this Agreement, FPI Management, Inc. shall submit a copy of its

¹ It is understood that prior to execution of this Agreement, the Department has approved the training provider and Title VI training class submitted by FPI Management, Inc.

Policies and Procedures Training materials to the Department. Within one hundred and thirty (130) days of the Effective Date of this Agreement, FPI Management, Inc. shall submit proof that the personnel specified above have completed the Title VI Training approved by the Department as well as the Policies and Procedures Training. The documentation shall be sent to the Department at the email address specified in paragraph J34 below.

24. Upon execution of this Agreement, FPI Management, Inc. shall require all staff who are hired to work at any of its Covered Properties to undergo training on Title VI's language access requirements and FPI Management, Inc.'s policies and resources for interacting with persons with limited English proficiency within the first sixty (60) days after commencing employment.

To show compliance with paragraph H24, within one hundred (100) days of the Effective Date of this Agreement, FPI Management, Inc. shall submit to the Department a copy of the updated onboarding procedures reflecting said training requirements. The documentation shall be sent to the Department at the email address specified in paragraph J34 below.

25. FPI Management, Inc. agrees to provide all applicants and residents at Covered Properties with free oral interpretation services. Within ninety (90) days of the Effective Date of this Agreement, FPI Management, Inc. shall ensure that all Covered Properties have a current contract with a provider of telephonic oral interpretation services.

To show compliance with paragraph H25, within forty-five (45) days of the Effective Date of this Agreement FPI Management, Inc. shall provide the Department with a copy of its directive to Property Supervisors at all Covered Properties instructing them to procure access to telephonic oral interpretation services if their property does not currently have a contract. FPI Management, Inc., further agrees to, within one hundred (100) days of the Effective Date of this Agreement, provide the Department with a signed statement under the penalty of perjury attesting that telephonic oral interpretation contracts are in place at all Covered Properties. Additionally, FPI Management, Inc. agrees to provide copies of any contract with a provider of a telephonic oral interpretation services, as well as invoices or other documents showing when the service was used, within ten (10) days of a written request by the Department. The documentation shall be sent to the Department at the email address specified in paragraph J34 below.

26. Within ninety (90) days of the Effective Date of this Agreement, FPI Management, Inc. shall post a notice in the public area of the management offices at all Covered Properties stating that free oral interpretation will be provided to all applicants and residents at their request ("Oral Interpretation Notice"). The Oral Interpretation Notice shall be posted in English and in any language identified in the specific property's Language Needs Assessment as requiring translation of vital documents. Further, within ninety (90) days of the Effective Date of this Agreement, FPI

Management, Inc. shall ensure that each Covered Property has printed and is utilizing an “I Speak” card so that applicants and residents with limited English proficiency can identify their primary language. Examples of “I Speak” cards can be found at: <https://www.lep.gov/i-speak-card>.

To show compliance with paragraph H26, within one hundred (100) days of the Effective Date of this Agreement FPI Management, Inc. shall provide the Department with copies of the Oral Interpretation Notice in English and in all languages into which it was translated. FPI Management, Inc. shall also provide a copy of its directive to Community Managers at Covered Properties instructing them to post the Oral Interpretation Notice(s) and to print and use an “I Speak” card. The documentation shall be sent to the Department at the email address specified in paragraph J34 below.

27. Within one hundred and twenty (120) days of the Effective Date of this Agreement, FPI Management, Inc. shall modify the application(s) it uses at Covered Properties to ask each applicant whether they speak or read English, and if not, their primary language. FPI Management, Inc. shall track each applicant’s primary language in its property management software, and shall move this information into the electronic tenant file should the applicant lease a unit.

To show compliance with paragraph H27, FPI Management, Inc. agrees to provide the Department with a copy of the updated application(s) within one hundred and twenty (130) days of Effective Date of this Agreement. The documentation shall be sent to the Department at the email address specified in paragraph J34 below. FPI Management, Inc. further agrees to provide documentation demonstrating the primary language of each applicant and resident with limited English proficiency within ten (10) days of a written request by the Department.

28. Upon execution of this Agreement, FPI Management, Inc. shall begin advertising open waiting lists and available units at Covered Properties in all non-English languages identified as requiring translation of marketing materials by a four-factor analysis conducted by FPI Management, Inc. in compliance with the LEP Final Guidance. FPI Management, Inc. shall also immediately begin advertising open waiting lists and available units at Covered Properties in the primary language(s) of any LEP population identified as "least likely to apply" in the property's Affirmative Fair Housing Marketing Plan.

To show compliance with paragraph H28, FPI Management, Inc. agrees to provide the Department with copies of its marketing materials within ten (10) days of a written request by the Department.

29. FPI Management, Inc. acknowledges its obligation to provide, and agrees to provide, applicants and residents at Covered Properties with translated vital documents when an applicant or resident with limited English proficiency speaks and/or reads a language identified in the specific property’s Language Needs

Assessment as requiring translation of vital documents, and further agrees to maintain copies of translated documents provided in each applicant's and resident's file.

To show compliance with paragraph H29, FPI Management, Inc. agrees to provide the Department with copies of applicant and resident files within ten (10) days of a written request by the Department.

30. Respondents/Recipients acknowledge that Title VI prohibits discrimination on the basis of race, color, or national origin in programs that receive Federal Financial Assistance. Respondents/Recipients acknowledge that they receive Federal Financial Assistance and are obligated, and agree, to comply with Title VI and the Department's regulations set forth at 2 CFR Part 1.
31. Respondents/Recipients agree to comply with the Act and refrain from discriminating on the basis of race, color, national origin, religion, sex, familial status, and disability.
32. Respondents/Recipients agree to comply with the Act and refrain from retaliating against any person for having exercised any right granted or protected by Section 803, 804, 805, or 806 of the Act, or for that person having aided or encouraged any other person in the exercise or enjoyment of any right granted or protected by Section 803, 804, 805, or 806 of the Act.

I. Monitoring

33. The Department shall monitor compliance with this Agreement. As part of such monitoring, the Department may inspect Respondents/Recipients' property, interview witnesses, and copy pertinent records of the Respondents/Recipients. Respondent/Recipients agree to provide full cooperation in any monitoring review undertaken by the Department to ensure compliance with this Agreement.

J. Reporting and Record Keeping

34. All required certifications and documentations of compliance with the terms of this Agreement shall be submitted via e-mail to Stephanie Rabiner at stephanie.k.rabiner@hud.gov.

K. Consequences of Breach

35. Respondents/Recipients understand that if the Department has reasonable cause to believe that Respondents/Recipients 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 42 U.S.C. §3610(c).

36. Respondents/Recipients understand further that failure by Respondents/Recipients to carry out the terms of this Agreement may result in suspension or termination of, or refusal to grant or to continue federal financial assistance, or other actions authorized by law pursuant to the Act, Title VI, or any other Authority within the Department's jurisdiction.

COMPLAINANT'S SIGNATURE PAGE

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

Redacted Name

Complainant

Date

RESPONDENTS/ RECIPIENTS' SIGNATURE PAGE

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

Dennis Treadaway, President
On behalf of FPI Management, Inc

Date

Basil Rallis
On behalf of Cascade Village Apartments II, LP

Date

Stephanie Browning
Portfolio Manager

Date

APPROVAL and Execution of Voluntary Compliance Agreement

This signature attests to the approval and acceptance of this Conciliation Agreement and on behalf of the U.S. Department of Housing and Urban Development for the execution of this Voluntary Compliance Agreement.

Anné Quesada
Regional Director
Office of Fair Housing and Equal Opportunity (FHEO)

Date

Exhibit A

Notification Letter

FPI Management Inc. (“FPI”) recently settled a complaint with the United States Department of Housing and Urban Development. The complaint alleged that FPI did not always provide an interpreter or translate documents for tenants at Cascade Village Apartments who do not speak or read English. FPI did not admit it violated the law, but chose to settle the complaint through a settlement agreement.

Under the terms of the settlement agreement, FPI agreed to 1) provide tenants at Cascade Village Apartments with a free interpreter and translated documents where required by law; 2) distribute a translated copy of the lease and community rules to each tenant; and 3) provide each tenant at Cascade Village Apartments with **a one-time payment of \$275**. You will receive a check in the mail or a credit to your tenant account in the amount of \$275 within 60 days of your receipt of this letter. Attached are translated copies of the lease and community rules. Also attached is a Waiver and Release Agreement (“Release”) related to the claims addressed above.

Please review and sign the Release at your earliest convenience. Signing the Release is voluntary and will not impact your receipt of the payment. You may either drop off the signed Waiver at the leasing office or mail it to this address: _____.

Please feel free to reach out to _____ if you have any questions or need interpreter services.

Exhibit B

Waiver and Release Agreement

In consideration of the payment to me of \$275, I enter into this Waiver and Release Agreement (“Release”). I hereby release and forever discharge all claims, rights, remedies, and recoveries related to not receiving interpreter services and translated documents as alleged by tenants at Cascade Village Apartments with the Department of Housing Urban Development in matter number HUD No. 09-20-2040-6 (the “Matter”).

By executing this Release, I release all claims, causes of action, rights, remedies and recoveries concerning any of the claims at issue in the Matter that I have, may have had or could have had, against FPI Management Inc., Cascade Village Apartments II, LP, Bayside Cascade GP II, LLC, a Delaware limited liability company, Bayside Communities, LLC a Delaware limited liability company, Community Residential Services, Inc., A California nonprofit public benefit corporation, The California Corporate Tax Credit Fund VIII, a Limited Partnership, and Stephanie Browning and any and all entities, parents, predecessors, successors, subsidiaries, affiliates, and any and all of their past and present directors, officers, agents, managers, supervisors, shareholders, employees, executors, administrators, successors in interest, or assigns (“Releasees”) in connection with any claim arising out of facts in the Matter.

I am 18 years or older and understand that the legal consequences of signing this Release include (1) promising not to sue Releasees, and (2) waiving and releasing the Releasees for all claims that arose from or could have arisen from of the facts or allegations of the Matter.

I understand and intend that this Release is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any part of this Release is unenforceable, then it be modified consistent with the law so as to give full force and effect to my intention to release Releasees from liability concerning the Matter.

I have read this document and/or had it translated to me, I understand its terms and I am signing it freely. No other representations concerning the legal effect of this document have been made to me.

Executed on this ___ day of _____, 2021.

Signature: _____

Print Name: _____

Address: _____

RETURN TO: