

**UNITED STATES DISTRICT COURT
DISTRICT OF NEW MEXICO**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	CASE NO. 1:24-cv-00230 WJ/JFR
)	
ARIEL SOLIS VELETA, PACIFICAP)	
PROPERTIES GROUP, LLC,)	
ST. ANTHONY LIMITED PARTNERSHIP,)	
PACIFICAP HOLDINGS XXXVIII, LLC, and)	
PACIFICAP MANAGEMENT, INC.)	
)	
Defendants.)	
)	

CONSENT DECREE

I. INTRODUCTION

1. The United States brought this action on March 6, 2024, to enforce Title VIII of the Civil Rights Act of 1968, as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. §§ 3601-3619 (the “Fair Housing Act”). The United States amended its complaint on February 13, 2025.

2. In its Amended Complaint, the United States alleges that Defendant Ariel Solis Veleta (“Defendant Solis”) and Defendants PacifiCap Properties Group, LLC, St. Anthony Limited Partnership, PacifiCap Holdings XXXVIII, LLC, and PacifiCap Management, Inc. (“PacifiCap Defendants”) violated the Fair Housing Act by discriminating against tenants on the basis of sex in the rental of a dwelling that they managed or owned in Albuquerque, New Mexico. Specifically, the United States alleges that, since at least 2010 and continuing until at least 2022, Defendant Solis subjected female tenants at Saint Anthony Plaza Apartments (“the

Subject Property") to discrimination because of sex, including unwelcome and severe or pervasive sexual harassment.

3. The Amended Complaint alleges that PacifiCap Defendants are vicariously liable for any alleged harassment by Defendant Solis that occurred during periods of their ownership or management of the Subject Property.

4. The United States alleges that the conduct described above constitutes a pattern or practice of resistance to the full enjoyment of rights granted by the Fair Housing Act and a denial to a group of persons of rights granted by the Fair Housing Act that raises an issue of general public importance.

5. The United States and Defendants (collectively, the "Parties") agree that this Court has jurisdiction over this action under 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. § 3614(a).

6. The Parties agree that the claims against Defendants should be resolved without further litigation. Therefore, the Parties consent to the entry of this Consent Decree, as shown by the signatures below.

7. This Consent Decree constitutes a full resolution of all claims asserted against Defendants by the United States in this action, and those claims the United States could have asserted under the Fair Housing Act in this action, as a result of any actions or inactions of Defendants.

8. This Consent Decree shall not constitute an admission or acknowledgement of liability or wrongdoing by any Defendant or a determination by the Court on the merits of any claims alleged or issues raised by the United States. Defendant Solis expressly denies that he engaged in unwelcome and severe or pervasive sexual harassment and in sex discrimination.

ACCORDINGLY, it is hereby ADJUDGED, ORDERED and DECREED:

II. TERMS AND DEFINITIONS

9. The provisions of this Consent Decree shall apply to Defendants, their officers, agents, employees, successors, assigns, and all other persons or entities in active concert or participation with them.

10. This Consent Decree is effective immediately upon its entry by the Court.

11. “Contact or communications” includes, but is not limited to, physical contact, verbal contact, telephone calls, e-mails, faxes, written communications, text or instant messages, contacts through social media, or other communications made directly or through third parties.

12. “Dwelling” has the meaning set out in the Fair Housing Act, 42 U.S.C. § 3602(b).

13. The “effective date” means the date on which the Court enters this Consent Decree.

14. “Property management responsibilities” include the following: advertising dwelling units for rent; showing or renting dwelling units; processing rental applications; negotiating rents and security deposits; determining tenant eligibility for subsidies or waivers of fees and rents; inspecting dwelling units; performing or supervising repairs or maintenance at dwelling units; collecting rent and fees; overseeing any aspects of the rental process; or engaging in any other property-related activities that involve, or may involve, personal contact or communications with tenants or prospective tenants.

15. “Subject Property” refers to Saint Anthony Plaza Apartments, located at 1750 Indian School Road NW, Albuquerque, New Mexico 87104.

16. “Covered Property” or “Covered Properties” refers to any residential rental property that is owned, leased, managed, operated, or controlled (either currently or at any time

during the term of this Consent Decree), in whole or in part, by any of the Defendants; any entity of which a Defendant is an officer, agent, employee, or partner; or any entity in which a Defendant has any ownership, financial, or controlling interest. A Defendant is only responsible for Covered Properties in which it has direct or indirect ownership, management, financial, or controlling interest.

17. “Aggrieved Persons” refers to persons whom the United States determines were harmed by Defendants’ alleged discriminatory housing practices, as defined in 42 U.S.C. § 3602(i).

18. An “arms-length transaction” is one that has been arrived at in the marketplace between independent, non-affiliated persons, unrelated by blood or marriage, with opposing economic interests regarding that transaction.

19. A “bona fide, independent third-party purchaser” is one with whom Defendant Solis has no current or past financial, contractual, personal, or familial relationship.

III. INJUNCTIVE RELIEF

A. Prohibition Against Discrimination and Retaliation Under the Fair Housing Act

20. Defendants, their officers, agents, employees, successors, heirs, and assigns, and all other persons or entities in active concert or participation with them, are hereby permanently enjoined, with respect to the sale or rental of dwellings¹, from:

- a. Refusing to rent or sell a dwelling, refusing or failing to provide or offer information about a dwelling, refusing to negotiate for the rental or sale of a

¹ This provision does not apply to properties or transactions exempt from the Fair Housing Act under 42 U.S.C. § 3603(b).

dwelling, or otherwise making unavailable or denying a dwelling to any person because of sex;

- b. Discriminating against any person in the terms, conditions, or privileges of the sale or rental of a dwelling, or in the provision of services or facilities in connection therewith, because of sex;
- c. Making any statement, oral or written, in connection with the rental or sale of a dwelling, that expresses or indicates any preference, limitation, or discrimination, or an intent to make any such preference, limitation, or discrimination, because of sex; or
- d. Coercing, intimidating, threatening, or interfering with any person in the exercise or enjoyment of, or on account of having exercised or enjoyed, or on account of having aided or encouraged any other person in the exercise or enjoyment of, any right granted or protected by the Fair Housing Act, including by retaliating against any persons exercising their rights under this Consent Decree.

B. Injunction as to Defendant Solis

i. Prohibition Against Contact with Harmed Individuals and Their Families

21. Defendant Solis is permanently prohibited from purposefully or knowingly engaging in contact or communications, either directly or indirectly, with: (1) any person the United States identified as harmed by Defendants' alleged conduct in its initial or supplemental disclosures or subsequently identifies as eligible for compensation under Section IV below, and (2) any person whom Defendant Solis knows or believes to be a family member or close relation to those individuals, including individuals on a list to be provided by the United States to

Defendant Solis along with the list of persons determined by the United States to be Aggrieved Persons under Paragraph 41.

22. If Defendant Solis inadvertently or unintentionally has any contact or communications with an individual in the categories identified above, Defendant Solis will immediately discontinue the contact or communication and take all reasonable steps to avoid any further contact or communication.

ii. Restrictions Regarding Property Management

23. Defendant Solis is permanently prohibited from directly or indirectly performing any property management responsibilities at any residential rental property owned by him or others, other than through the retention of an independent property manager as set forth in Paragraph 27.

24. Defendant Solis is permanently prohibited from entering any part of the Subject Property. This includes all areas of a dwelling and facilities that are provided in connection with the Subject Property, including basements, communal spaces, yards, parking areas, and garages.

25. If Defendant Solis acquires direct or indirect ownership, management, financial or controlling interest in any residential rental property—other than a residential property occupied solely by him or his immediate family—such property will be a Covered Property for purposes of this Consent Decree. During the term of this Consent Decree, Defendant Solis must provide written notification to the United States within seven (7) days of acquiring such an interest, identifying the property and the nature of the interest acquired. Defendant Solis will further provide the United States with copies of any documents memorializing the transfer or creation of the interest in the property.

26. If Defendant Solis subsequently sells or transfers any Covered Property to a bona fide, independent third-party purchaser in an arms-length transaction, such property will no longer be considered a Covered Property for purposes of this Consent Decree. During the term of this Consent Decree, Defendant Solis will inform the United States within seven (7) days of any such transaction and provide documentation sufficient to confirm the sale or transfer, including contact information for the purchaser.

27. If Defendant Solis acquires ownership, management responsibility, or control of a Covered Property—other than a residential property occupied solely by him or his immediate family—he must retain an independent manager to perform all property management responsibilities.

28. During the term of this Consent Decree, Defendant Solis shall submit the name, contact information, and qualifications of the proposed independent manager to the United States for approval within ten (10) days of acquiring any interest in a Covered Property. The United States' approval shall not be unreasonably withheld. The proposed independent manager must be an individual or entity experienced in managing residential rental properties who has no current or past employment, financial, contractual, personal, or familial relationship with Defendant Solis. Defendant Solis may change the independent manager through this same process. All costs resulting from retention of an independent manager shall be borne by Defendant Solis.

29. During the term of this Consent Decree, if Defendant Solis acquires ownership, management responsibility, or control of a Covered Property—other than a residential property occupied solely by him or his immediate family—within fourteen (14) days of retaining an independent manager, Defendant Solis, through the independent manager, will comply with the following Paragraphs of the Consent Decree and will be subject to the same obligations as the

PaciFiCap Defendants as detailed in each Paragraph: Nondiscrimination Policy and Complaint Procedure (Paragraph 30) Equal Opportunity Housing Sign (Paragraph 31); Advertising (Paragraph 32); Fair Housing Act Training (Paragraph 33–34); and Reporting (Paragraph 57).

C. Injunction as to the PaciFiCap Defendants

i. Fair Housing Act Policies, Complaint Procedure, and Training

30. PaciFiCap Defendants shall implement a written Nondiscrimination Policy and Complaint Procedure at all Covered Properties consistent with the following:

- a. The Nondiscrimination Policy and Complaint Procedure shall cover the protections of the Fair Housing Act, including a prohibition against sexual harassment, and shall include a formal complaint procedure for reporting harassment or discrimination.
- b. The complaint procedure must include a mechanism for a complainant to bypass any alleged harasser involved in the complaint reporting or responding process and must allow for both written and oral complaints in English and Spanish.
- c. A copy of the Nondiscrimination Policy and Complaint Procedure shall be provided to counsel for the United States for written approval within forty-five (45) days of the effective date. If the United States does not approve the proposed Nondiscrimination Policy and Complaint Procedure, PaciFiCap Defendants will have fifteen (15) days from such notification to submit a revised policy. This process will continue until a policy is approved by the United States. If the Parties cannot reach agreement on a policy after a good faith effort, any party may seek the Court's assistance.

- d. Within thirty (30) days of the United States's approval, PacifiCap Defendants shall provide copies of the Nondiscrimination Policy and Complaint Procedure in English and Spanish to each current residential tenant and to all persons performing property management responsibilities.
- e. PacifiCap Defendants shall distribute the Nondiscrimination Policy and Complaint Procedure to all new tenants in English and Spanish at the time of lease signing for the duration of this Consent Decree.
- f. PacifiCap Defendants may propose changes to the Nondiscrimination Policy and Complaint Procedure, but any such changes must be approved by the United States prior to implementation. If the United States does not approve the change, PacifiCap Defendants shall follow the procedures above for submitting a revised Nondiscrimination Policy and Complaint Procedure, including seeking Court assistance. Any amended Nondiscrimination Policy and Complaint Procedure shall be distributed as described in this Paragraph.

31. No later than thirty (30) days after the effective date, and for the term of this Consent Decree, PacifiCap Defendants shall post an "Equal Housing Opportunity" sign in English and Spanish in each office or location in which rental activity is conducted at all Covered Properties. The sign must indicate that all dwellings are available for rent on a nondiscriminatory basis. An 11-inch by 14-inch poster that comports with 24 C.F.R. Part 110 will satisfy this requirement. Such poster will be placed in a prominent, well-lit location where it is easily readable. Defendants may use HUD Form 928, available at:

<https://portal.hud.gov/hudportal/documents/huddoc?id=928.1.pdf>.

32. No later than thirty (30) days after the effective date, and for the term of this Consent Decree, PacifiCap Defendants shall require that any advertising, including online, print, radio, television or other media, signs, pamphlets, brochures and other promotional literature at all Covered Properties is in compliance with HUD advertising guidelines, available at: <https://www.hud.gov/sites/dfiles/FHEO/documents/BBE%20Part%20109%20Fair%20Housing%20Advertising.pdf>.

33. Within one hundred and eighty (180) days of the effective date, PacifiCap Defendants, including their employees, agents, and any other person involved in property management responsibilities at any Covered Property, shall attend a training on the Fair Housing Act, including the Fair Housing Act's prohibition of sex discrimination and sexual harassment. The training shall be conducted consistent with the following:

- a. The first training conducted at any Covered Property shall be a live training. Live training may include training provided by streaming or video service (e.g., Zoom);
- b. Any subsequent training provided at any Covered Property may be provided in an on-demand format rather than a live format, provided that the on-demand training includes a mechanism for participants to submit questions and receive answers in English and in Spanish;
- c. Training shall be offered in English and in Spanish;
- d. Training shall be conducted by a qualified third party, independent of PacifiCap Defendants or their counsel, and approved in advance by the United States;

- e. PacifiCap Defendants shall submit to the United States the name and contact information of the person or organization proposed to provide training no fewer than fourteen (14) days before the training date;
- f. At a minimum, training will consist of instruction on the requirements of the Fair Housing Act, with an emphasis on sexual harassment; a question-and-answer session for the purpose of reviewing this topic; a review of the Nondiscrimination Policy and Complaint Procedure, described in Paragraph 30; and a review of this Consent Decree, a copy of which shall be distributed to each trainee along with the training;
- g. Each individual who receives training shall execute a Certificate of Training, attached to this Consent Decree as **Attachment A** (English) or **Attachment A.1** (Spanish), acknowledging that he or she has received, read, and understands the Consent Decree and the Nondiscrimination Policy and Complaint Procedure;
- h. PacifiCap Defendants shall provide all copies of executed Attachment A or Attachment A.1 to the United States within one hundred and thirty-five (135) days of the effective date; and
- i. Any expenses associated with this training will be borne by PacifiCap Defendants.

34. During the term of this Consent Decree, no later than fourteen (14) days following their first day of employment or the first day on which they become involved in property management responsibilities, each new employee, agent, or other person who becomes involved in property management responsibilities at any Covered Property shall attend a training consistent with Paragraph 33.

ii. Credit Reports and Eviction Records

35. PacifiCap Defendants agree to take any steps necessary, including working with and following any instructions provided by the United States, to vacate eviction judgments and/or adverse credit reports related to tenancies with PacifiCap Defendants for persons found to be eligible for compensation under Section IV, no later than six (6) months after receiving a list of individuals determined to be Aggrieved Persons from the United States.

IV. MONETARY DAMAGES FOR AGGRIEVED PERSONS

36. Defendants shall pay a total sum of three hundred and fifty thousand dollars (\$350,000) for the sole purpose of paying monetary damages to Aggrieved Persons. This money will be referred to as “the Settlement Fund.”

37. Within thirty (30) days of the effective date, Defendants will deposit the \$350,000 Settlement Fund into a dedicated interest-bearing account, which PacifiCap Defendants shall establish and maintain.

38. Defendants shall provide written verification to the United States that the deposits were made within three (3) business days of any such deposit. Any interest accrued shall be distributed to recipients identified by the United States under Paragraph 41.

39. Within thirty (30) days of the effective date, PacifiCap Defendants shall send, by first-class mail, postage pre-paid, or hand delivery, a copy of the Notice to Potential Victims of Alleged Housing Discrimination (“Notice”) at **Attachment B** and **Attachment B.1**, in both English and Spanish, detailing the settlement of this action and the existence of the Settlement Fund to each current Subject Property resident. No later than ten (10) business days after the distribution, PacifiCap Defendants shall provide to the United States a list of all current residents that received the Notice, detailing each resident’s mailing address, dates reflecting when the

resident lived at the Subject Property, and any other contact information on file with PacifiCap Defendants. No later than ten (10) business days of distributing the Notices, PacifiCap Defendants shall provide the United States an affidavit attesting to the fact that the Notices have been sent.

40. Within thirty (30) days of the effective date, PacifiCap Defendants shall provide the United States, to the extent available in PacifiCap Defendants' property records, a list of all individuals who formerly resided at the Subject Property during the tenure of Defendant Solis's employment, detailing each resident's (a) address(es) and corresponding dates of residency at the Subject Property and (b) all mailing addresses, including any forwarding address, phone numbers, and email addresses provided to any employee or agent of any PacifiCap Defendant at the time the former resident moved out.

41. Within six (6) months of the effective date, the United States will provide to all Defendants a list of persons determined by the United States to be Aggrieved Persons eligible for payment from the Settlement Fund and the amount to be paid to each ("Recipient List"). The United States shall have sole discretion to make this determination. Within ten (10) business days thereafter, PacifiCap Defendants shall deliver to counsel for the United States, by overnight delivery, checks payable to each person on the Recipient List in the amounts specified.

42. The United States will investigate the claims of any potential Aggrieved Persons and determine if they are Aggrieved Persons harmed in violation of the Fair Housing Act. The United States will obtain sworn statements from each person it determines to be an Aggrieved Person setting forth the factual basis of their claim. Counsel for the United States will obtain a signed release (in the form of **Attachment C** (English) or **Attachment C.1** (Spanish)) from each Aggrieved Person found eligible for compensation. No such person will receive a check until

that person has executed and delivered to counsel for the United States a signed release form. After the United States has distributed the checks, it will provide copies of the signed release forms to Defendants.

43. If requested by the United States, PacifiCap Defendants will take the necessary steps to re-issue checks. Upon request, PacifiCap Defendants will promptly provide information to counsel for the United States about the Settlement Fund, including but not limited to the Settlement Fund's available balance, checks that have or have not been cashed or deposited, and administrative fees incurred.

44. If any check sent to the United States is not cashed, deposited, or otherwise negotiated within ninety (90) days of its issue, or if any funds remain in the Settlement Fund for any other reason six (6) months prior to the expiration of this Consent Decree, PacifiCap Defendants agree to cancel any such check and issue one or more new checks, either for the benefit of the same Aggrieved Person or another Aggrieved Person, as directed by the United States. The United States may, in its sole discretion, allocate those remaining funds among those on the original Recipient List or take any other measure to distribute the Settlement Funds to Aggrieved Persons in a manner consistent with this Consent Decree to remedy the alleged harm.

45. After the satisfaction of Paragraphs 36-44, above, and the expiration of the corresponding time periods, any money remaining in the Settlement Fund, including interest, shall be paid to the United States Treasury in the form of an electronic funds transfer consistent with written instructions provided by counsel for the United States.

46. Defendants shall permit the United States, upon reasonable notice, to review any records that may reasonably facilitate its determinations regarding the claims of alleged aggrieved persons.

47. Nothing in this Consent Decree shall preclude the United States from making its own efforts to locate and provide notice to potential aggrieved persons.

48. The monetary damages required to be paid under this Section is a debt within the meaning of 11 U.S.C. § 523(a)(6). Accordingly, Defendants will not seek to discharge any part of this debt in bankruptcy.

V. CIVIL PENALTY

49. Within thirty (30) days of the effective date, Defendants shall pay ten thousand dollars (\$10,000) to the United States as a civil penalty under 42 U.S.C. § 3614(d)(1)(C). This payment shall be in the form of an electronic funds transfer consistent with written instructions provided by counsel for the United States.

50. The civil penalty referenced above is a debt for a fine, penalty, or forfeiture payable to and for the benefit of the United States within the meaning of 11 U.S.C. § 523(a)(7) and is not compensation for actual pecuniary loss. Defendants shall not seek to discharge any part of this debt in bankruptcy.

51. In the event a Defendant engages in any future violation of the Fair Housing Act, such violation will constitute a “subsequent violation” under 42 U.S.C. § 3614(d)(1)(C)(ii).

VI. REPORTING AND RECORD KEEPING

A. Reporting and Record Keeping as to Defendant Solis

52. Defendant Solis shall provide any information reasonably related to compliance with this Consent Decree that is requested in writing by counsel for the United States.

53. Six (6) months after the effective date, and every six (6) months thereafter for the term of this Consent Decree, Defendant Solis will provide a report to the United States in which he (1) confirms that he is not directly or indirectly performing any property management

responsibilities at the Subject Property; (2) identifies any properties at which he is directly or indirectly performing any property management responsibilities; (3) indicates whether he has had any inadvertent, unintentional, or other contact with any person as described in Paragraphs 21 and 22; and (4) confirms whether he is in compliance with all other terms of this Consent Decree. Defendant Solis will submit the final report to the United States no later than sixty (60) days before the expiration of this Consent Decree.

54. If Defendant Solis acquires ownership, management responsibility, or control of a Covered Property, or sells or transfers any Covered Property—other than a residential property occupied solely by him or his immediate family—he must provide written notification to the United States within seven (7) days of any such transaction and documentation as required in Paragraphs 25–26.

55. If Defendant Solis acquires ownership, management responsibility, or control of a Covered Property—other than a residential property occupied solely by him or his immediate family—he must also comply with the reporting and record keeping requirements described in Paragraph 57 and will be subject to the same obligations as the PacifiCap Defendants as detailed in that Paragraph.

B. Reporting and Record Keeping as to PacifiCap Defendants

56. PacifiCap Defendants shall provide any information reasonably related to compliance with this Consent Decree that is requested in writing by counsel for the United States, including tenant or prospective tenant files, tenant or prospective tenant contact information, fair housing complaints, sexual harassment complaints, all documents related to any such complaints, and advertisements.

57. Six (6) months after the effective date, and every six (6) months thereafter for the

term of this Consent Decree, PacifiCap Defendants will provide a report to the United States in which they confirm that they are in compliance with all terms of this Consent Decree. The report should include the following:

- a. Information related to any written or oral complaint against any PacifiCap Defendant, or against any of the PacifiCap Defendants' employees, agents, or any other persons involved property management responsibilities at any Covered Property, regarding alleged discrimination. At minimum, this information should include a copy of the written complaint itself or a written summary of any oral complaint, and the name, address, and telephone number of the complainant. PacifiCap Defendants shall also promptly provide the United States with information concerning resolution of the complaint;
- b. Confirmation that PacifiCap Defendants have distributed the Nondiscrimination Policy and Complaint Procedure as required by Paragraph 30(d) and (e), including the date(s) of distribution;
- c. Confirmation that PacifiCap Defendants have posted "Equal Housing Opportunity" signs as required by Paragraph 31, including the date(s) of posting;
- d. Confirmation that any advertising conducted by PacifiCap Defendants is in compliance with HUD advertising guidelines, as required by Paragraph 32; and
- e. Copies of any training certificates, as required by Paragraphs 33 and 34, executed by new employees, or employees who newly assume property management responsibilities.

58. PacifiCap Defendants will submit the final report to the United States no later than sixty (60) days before the expiration of this Consent Decree.

VII. DURATION, MODIFICATION, AND ENFORCEMENT

59. Unless otherwise specified or extended under Paragraph 60, the provisions of this Consent Decree will be in effect for a period of five (5) years from the effective date. The Court will retain jurisdiction for the purpose of enforcing or interpreting the provisions of this Consent Decree. The United States may move the Court to extend the terms of this Consent Decree in the event of noncompliance with any of its terms, or if the interests of justice so require.

60. The Parties may mutually agree, in writing, to reasonable extensions of time to carry out any provisions of the Consent Decree. Any other modifications to the provisions of this Consent Decree must be approved by the Court.

61. If any Defendant violates any of the provisions of this Consent Decree, the United States may move this Court to impose any remedy authorized by law or equity, including, but not limited to, civil contempt proceedings, an order requiring performance or non-performance of certain acts, and an award of any damages, costs, and reasonable attorneys' fees which may have been occasioned by the violation or failure to perform.

62. Except as otherwise provided in Paragraph 61, the United States and Defendants will bear their own costs and attorneys' fees associated with this litigation.

63. The Parties agree that as of the effective date, litigation is not "reasonably foreseeable" concerning the matters described in the United States' Amended Complaint. To the extent that any of the Parties previously implemented a litigation hold to preserve documents, electronically stored information, or things related to the matters described in the Amended Complaint, they are no longer required to maintain such a litigation hold. Nothing in this Paragraph relieves any of the Parties of any other obligations imposed by this Consent Decree.

IT IS SO ORDERED this _____ day of _____, 2025.

HON. WILLIAM P. JOHNSON
UNITED STATES DISTRICT COURT JUDGE

The undersigned agree to and request the entry of this Consent Decree:

For Plaintiff United States of America:

ALEXANDER M.M. UBALLEZ
United States Attorney
District of New Mexico

KATHLEEN WOLFE
Deputy Assistant Attorney General
Civil Rights Division

CARRIE PAGNUCCO
Chief

/s/ Sean M. Cunniff

SEAN M. CUNNIFF
Assistant United States Attorney
United States Attorney's Office
District of New Mexico
201 3rd Street NW, Suite 900
Albuquerque, NM 87102
Phone: (505) 224-1473
Fax: (505) 346-2558
sean.cunniff@usdoj.gov

/s/ Alisha Jarwala

TIMOTHY J. MORAN
Deputy Chief
ALISHA JARWALA
ABIGAIL B. MARSHAK
Trial Attorneys
Housing and Civil Enforcement Section
Civil Rights Division
United States Department of Justice
150 M Street NE
Washington, DC 20530
Phone: (202) 538-1028
Fax: (202) 514-1116
alisha.jarwala@usdoj.gov
abigail.marshak@usdoj.gov

Dated: February 12, 2025

For Defendants PacifiCap Properties Group, LLC, St. Anthony Limited Partnership, PacifiCap Holdings XXXVIII, LLC, and PacifiCap Management, Inc.:

RAY | PEÑA | MCCHRISTIAN, P.C.

/s/ Jeramy I. Schmehl

Jeramy I. Schmehl
6501 Americas Pkwy NE, Ste. 820
Albuquerque, NM 87110
(505) 855-6000

jschmehl@raylaw.com

/s/ Ryan Vetter

Ryan Vetter
6501 Americas Pkwy NE, Ste. 820
Albuquerque, NM 87110
(505) 855-6000
rvetter@raylaw.com

Dated: February 12, 2025

For Defendant Ariel Solis Veleta:

/s/ Lisa Entress Pullen

Lisa Entress Pullen
Civerolo, Gralow & Hill, P.A.
P.O. Box 93940
Albuquerque, New Mexico 87199
(505) 842-8255
(505) 764-6099
pullenl@civerolo.com

Dated: February 12, 2025

Attachment A

Training Certificate

I hereby acknowledge that on _____, 202_____, I completed training conducted by _____ on the requirements of the federal Fair Housing Act, the Nondiscrimination Policy and Complaint Procedure, and the Consent Decree entered by the United States District Court for the District of New Mexico in *United States v. Ariel Solis Veleta, PacifiCap Properties Group, LLC, St. Anthony Limited Partnership, PacifiCap Holdings XXXVIII, LLC, and PacifiCap Management, Inc.*, Case No. 1:24-cv-00230 WJ/JFR. I have also received and read a copy of that Consent Decree and Nondiscrimination Policy and Complaint Procedure. My attendance at the training and receipt of the Consent Decree and Nondiscrimination Policy and Complaint Procedure occurred on the following date(s) and time(s):

_____ . I understand my obligation to not discriminate against any person in any aspect of the rental of a residential dwelling because of sex, race, color, religion, national origin, disability, or familial status (having children under age 18).

I also understand my obligation not to retaliate against any individual for exercising a right protected by the Fair Housing Act.

Executed this _____ day of _____, 202_____.

Signature

Print Name

Attachment A.1 (Spanish)

Certificado de capacitación

Yo, por la presente, reconozco que el _____ del 202_____, completé la capacitación impartida por _____ sobre los requisitos de la ley federal de Vivienda Justa, la Política Antidiscriminatoria y el Procedimiento para Quejas, y la Orden por Consentimiento emitida por el Tribunal Federal de Distrito para el Distrito de New Mexico en *Estados Unidos v. Ariel Solis Veleta, PacifiCap Properties Group, LLC, St. Anthony Limited Partnership, PacifiCap Holdings XXXVIII, LLC y PacifiCap Management, Inc.*, No. de caso 1:24-cv-00230 WJ/JFR. También he recibido y leído una copia de esa Orden por Consentimiento y de la Política Antidiscriminatoria y el Procedimiento para Quejas. Asistí a la capacitación y recibí la Orden por Consentimiento y la Política Antidiscriminatoria y el Procedimiento para Quejas en la siguiente fecha(s) y hora(s):

_____. Entiendo mi obligación de no discriminar a ninguna persona en ningún aspecto del alquiler de una vivienda residencial por motivos de sexo, raza, color de piel, religión, origen nacional, discapacidad o estatus familiar (tener hijos menores de 18 años).

También entiendo mi obligación de no tomar represalias contra ninguna persona por ejercer un derecho protegido por la ley de Vivienda Justa.

Firmado hoy, el día _____ de _____ del 202_____.

Firma

Nombre en letra de molde

Attachment B

Notice to Potential Victims of Alleged Housing Discrimination

On _____, Ariel Solis Veleta, PacifiCap Properties Group, LLC, St. Anthony Limited Partnership, PacifiCap Holdings XXXVIII, LLC, and PacifiCap Management, Inc. (“Defendants”) entered into a Consent Decree resolving a housing discrimination lawsuit brought by the United States in the United States District Court for the District of New Mexico.

The United States alleged that Defendants violated the Fair Housing Act by discriminating against female tenants on the basis of sex. Specifically, the United States alleged that, since at least 2010 and continuing until at least 2022, Ariel Solis Veleta subjected female tenants at Saint Anthony Plaza Apartments at 1750 Indian School Road NW, Albuquerque, New Mexico 87104, to sexual harassment.

The Consent Decree establishes a Settlement Fund to compensate persons who have been harmed as a result of Ariel Solis Veleta’s alleged discriminatory conduct at Saint Anthony Plaza Apartments. You may be eligible to receive funds from the Settlement Fund if you resided at Saint Anthony Plaza Apartments between 2010 and 2022 and were subject to sexual harassment by Ariel Solis Veleta.

If you believe you have been harmed or if you have information about someone else who may have been harmed, please contact the United States Department of Justice at:

_____.

*** You must contact the Department of Justice no later than _____ to be eligible for compensation, and your telephone message or email must include your name, address, and, if possible, at least two telephone numbers where you may be reached.

Attachment B.1 (Spanish)

Aviso a posibles víctimas de presunta discriminación en la vivienda

El _____, Ariel Solis Veleta, PacifiCap Properties Group, LLC, St. Anthony Limited Partnership, PacifiCap Holdings XXXVIII, LLC y PacifiCap Management, Inc. (“Demandados”) celebraron una Orden por Consentimiento que resolvió una demanda por discriminación en la vivienda presentada por los Estados Unidos ante el Tribunal Federal de Distrito para el Distrito de New Mexico.

Los Estados Unidos alegó que los Demandados vulneraron la ley de Vivienda Justa al discriminar a inquilinas por motivos de su sexo. En concreto, los Estados Unidos alegó que, desde al menos el año 2010 y hasta al menos el año 2022, Ariel Solis Veleta sometió a inquilinas en los apartamentos Saint Anthony Plaza Apartments en 1750 Indian School Road NW, Albuquerque, New Mexico 87104, a acoso sexual.

La Orden por Consentimiento establece un Fondo de Compensación para las personas que han sufrido daños como resultado de la supuesta conducta discriminatoria de Ariel Solis Veleta en Saint Anthony Plaza Apartments. Usted puede ser elegible para recibir fondos del Fondo de Compensación si residió en Saint Anthony Plaza Apartments entre el 2010 y el 2022 y fue acosada sexualmente por Ariel Solis Veleta.

Si cree que ha sido perjudicada o si tiene información sobre otra persona que pueda haber sido perjudicada, le pedimos que se comunique con el Departamento de Justicia de los Estados Unidos al: _____.

**** Debe comunicarse con el Departamento de Justicia en o antes del _____ para ser elegible para recibir compensación y su mensaje telefónico o correo electrónico debe incluir su nombre, dirección y, si es posible, al menos dos números de teléfono donde se pueda comunicar con usted.*

Attachment C

Release of Claims

In consideration for the Parties' agreement to the terms of the Consent Decree they entered into in the case of *United States v. Ariel Solis Veleta, PacifiCap Properties Group, LLC, St. Anthony Limited Partnership, PacifiCap Holdings XXXVIII, LLC, and PacifiCap Management, Inc.*, Case No. 1:24-cv-00230 WJ/JFR, as approved by the United States District Court for the District of New Mexico, and in consideration for the payment of

\$ _____, I, _____, do hereby fully release and forever discharge Ariel Solis Veleta, PacifiCap Properties Group, LLC, St. Anthony Limited Partnership, PacifiCap Holdings XXXVIII, LLC, and PacifiCap Management, Inc. from any and all fair housing claims and any damages recoverable at law set forth in the Amended Complaint in the action named above that I may have had against them as of the entry of the Consent Decree. I hereby acknowledge that I have read and understand this release and have executed it voluntarily and with full knowledge of its legal consequences.

Executed this _____ day of _____, 202__.

Signature

Print Name

Attachment C.1 (Spanish)

Descargo de reclamos

Como contraprestación por el acuerdo de las Partes con los términos de la Orden por Consentimiento que celebraron en el caso de *Estados Unidos v. Ariel Solis Veleta, PacifiCap Properties Group, LLC, St. Anthony Limited Partnership, PacifiCap Holdings XXXVIII, LLC y PacifiCap Management, Inc.*, No. de caso 1:24-cv-00230 WJ/JFR, según lo aprobado por el Tribunal Federal de Distrito para el Distrito de New Mexico, y como contraprestación por el pago de \$ _____, yo, _____, por la presente, eximo y exono para siempre a Ariel Solis Veleta, PacifiCap Properties Group, LLC, St. Anthony Limited Association, PacifiCap Holdings XXXVIII, LLC y PacifiCap Management, Inc. de todas y cada una de las reclamaciones de vivienda justa y cualquier daño recuperable por ley establecido en la Demanda Enmendada en la acción mencionada anteriormente que pueda haber tenido contra ellos a la emisión de la Orden por Consentimiento. Yo, por la presente, afirmo que he leído y entendido este descargo y lo he firmado de modo voluntario, con pleno conocimiento de sus consecuencias legales.

Firmado hoy, el día _____ de _____ del 202__.

Firma

Nombre en letra de molde