



Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California’s Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

CRD SETTLEMENT AGREEMENT

CRD Case Number: 202107-14129009
HUD Case Number: 09-21-6051-8

Complainant:

[Redacted]

Respondents:

Beachfront II, L.P.
[Redacted] (erroneously named as [Redacted] in the CRD complaint)
Prime Asset Management
[Redacted]

Property Address: [Redacted]

Description: residential apartment building
No. of Units: 6

In exchange for the promises and representations set forth herein, [Redacted] (“Complainant”) and Beachfront II, L.P., [Redacted] (erroneously named as [Redacted] in the CRD complaint), Prime Asset Management, [Redacted] (“Respondents”) (collectively the “parties”), agree to resolve the above-listed complaint filed with the Civil Rights Department¹ (“CRD Complaint”)² pursuant to the following terms and conditions:

- 1. This Agreement will take effect once it has been signed by all parties and an authorized CRD representative.
2. The parties intend and agree that this Agreement is binding and enforceable as permitted under law and that the terms are contractual and not mere recitals. As such this Agreement may be used as evidence if any party brings a proceeding to enforce this Agreement.
3. By signing this Agreement, no party is admitting liability, wrongdoing, or the truth of any facts alleged in the CRD Complaint.
4. In exchange for Complainant’s promises in this Agreement, Respondents agree:
a. On behalf of all Respondents, Beachfront II, L.P. shall pay the Complainant a total lump sum, without deduction, of Forty Thousand Dollars (\$40,000)

¹ Prior to July 1, 2022, the Civil Rights Department (“CRD”) was named the Department of Fair Employment and Housing (“DFEH”). Pursuant to Government Code section 11159 and Senate Bill 1316 (2022), the CRD has the same duties, powers, purposes, responsibilities, and jurisdiction as the former DFEH.

² For purposes of this Agreement the term “CRD Complaint” includes Complainant’s cross-filed complaint with the U.S. Department of Housing and Urban Development (“HUD”).

in settlement of all claims asserted by Complainant (“Settlement Amount”). Payment will be issued in one check made payable to “██████████” and mailed using a trackable method to Complainant c/o Legal Aid Society of San Diego (“LASSD”), 110 S Euclid Ave San Diego, CA 92114 within fourteen (14) days of the signing of this Agreement.

- b. All Respondents shall abide by all applicable fair housing laws and not to discriminate based on any protected class;
 - c. Prime Asset Management shall adopt a written organizational policy which implements a lawful procedure to respond and process all future requests for reasonable accommodations and modifications and provide a copy of the written policy to LASSD and to CRD within ninety (90) days of the signing of this Agreement;
 - d. To ensure that all employees or agents of Respondents, as well as Respondent ██████████, take a fair housing training and provide verification of training to LASSD and to CRD within ninety (90) days of the signing of this Agreement. Training shall cover all applicable federal and state laws, including reasonable accommodation and modification.
 - e. Within ninety (90) days of the date when this Agreement takes effect, to inform Complainant’s counsel and the CRD that Respondent has satisfied the promises set forth in this Paragraph 4. Respondents will inform Complainant of compliance by email. Respondents will inform the CRD of compliance via e-mail addressed to DRDCompliance@dfeh.ca.gov.
 - f. To release and forego from bringing against Complainant, in state or federal court or before any state, local, or federal government entity, any potential claims under the Fair Employment and Housing Act, the Unruh Civil Rights Act, and/or the federal Fair Housing Act that are based on or related to the allegations in the CRD Complaint arising through the date when this Agreement takes effect.
5. In exchange for Respondents’ promises in this Agreement, Complainant agrees:
- a. To the closure of the CRD Complaint.
 - b. To release and forego from bringing against Respondents or any of Respondents’ officers, agents, or employees, in state or federal court or before any state, local, or federal government entity, any potential claims under the Fair Employment and Housing Act, the Unruh Civil Rights Act, and/or the federal Fair Housing Act, that are based on or related to the allegations in the CRD Complaint arising through the date when this Agreement takes effect.
6. This Agreement does not prohibit Complainant from testifying, assisting, or participating in an investigation, hearing, or proceeding conducted by any state, local, or federal governmental entity, or from helping other individuals to pursue their rights.

7. The Parties understand and agree that the Civil Rights Department (CRD) is subject to the California Public Records Act and that this Agreement constitutes a public record of a type that is generally required to be disclosed upon request. CRD, as a public agency, also has a responsibility to retain the right to publicize the contents of this Settlement Agreement through various means including but not limited to, issuing press releases, reporting outcomes to the California Legislature and Governor's Office, and other forms of outreach. Therefore, this CRD Agreement between Complainant and Respondents is not confidential to the extent it is subject to obligations of CRD as a public agency.

8. Notwithstanding Paragraph 7, the parties will maintain the confidentiality of the mediation process leading up to the execution of this Agreement as set forth in the Agreement to Mediate and Confidentiality Agreement that they previously signed.

9. In signing this Agreement, each party acknowledges that:

- a. They have carefully read and fully understand the provisions of this Agreement;
- b. The CRD and its agents and employees have not provided legal advice, tax advice, or advice concerning the impact of this Agreement on eligibility for public benefits;
- c. They understand they have the right to consult with an attorney, to seek tax advice, and to review this Agreement with an attorney, tax consultant, and/or benefits counselor prior to signing;
- d. They have knowingly and freely entered into this Agreement, without coercion; and
- e. They have the authority to bind the entity or individual on whose behalf they have signed.

10. This Agreement is the sole and entire Agreement between the parties and the CRD regarding the CRD Complaint and supersedes all prior agreements, negotiations, and discussions between them relating to the CRD Complaint. In signing this Agreement, the parties have not relied on any other promises, inducements, or representations, other than as expressly set forth in this Agreement.

The CRD is not a signatory to and has not approved any separate agreement or covenant between the parties. Should any term contained in the parties' separate agreement conflict with any term in this Agreement, this Agreement controls, and any conflicting terms in the parties' separate agreement are void and unenforceable.

11. This Agreement may only be modified in a subsequent written agreement signed by the parties and the CRD.

12. If any provision of this Agreement is held to be invalid and/or unenforceable, the remaining provisions of the Agreement will be considered valid and enforceable, as if the invalid and/or unenforceable portion did not exist.

13. If any party to this Agreement brings an action in court to enforce this Agreement, the prevailing party will be entitled to recover their reasonable attorneys' fees and costs, as determined by the court.

14. The parties agree and understand that the CRD has the authority to investigate compliance with this Agreement; to enforce the Agreement in court; or, in the event of breach of this Agreement by any of the parties, to reopen the CRD Complaint, continue its investigation, and pursue the CRD Complaint to the full extent of the CRD's legal authority.

15. Respondents acknowledge their affirmative duty under the Fair Employment and Housing Act not to discriminate, 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 Fair Employment and Housing Act, the federal Fair Housing Act, or the Unruh Civil Rights Act.

16. This Agreement shall be interpreted under the laws of the State of California.

17. This Agreement may be signed in duplicate originals, each of which will be treated as an original and equally admissible in evidence. A faxed, electronic or scanned signature has the same effect as the original.

Dated: 06/29/2023



Complainant Name



Dated: 6/28/2023

Respondent Beachfront II, L.P

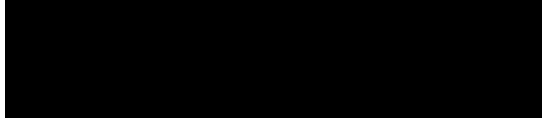
By: 



Respondent's Signature

Dated: 6/28/2023


Respondent (Name & Job Title)



Dated: 6/28/2023


Respondent Prime Asset Management

By: 



Dated: 6/29/2023


Respondent


Respondent's Signature

In reliance on the promises made by the parties in the foregoing Agreement, the CRD will terminate its investigation of and close CRD Case **202107-14129009** and HUD Case **09-21-6051-8**, subject to the Department's authority to reopen the Complaint and/or bring an action to enforce this Agreement in the event of a breach. The CRD does not waive or limit its right to investigate or seek relief in any other charge against Respondent.

Dated: 6/30/2023

Chhaya Malik, Deputy Director, Dispute Resolution Division
Department Representative's Name & Job Title


Department Representative's Signature