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: [redacted]
HUD Case Number: N/A

Complainant:
[redacted]

Respondents:
[redacted]
McElroy [redacted] LLC
Seven & Brock Property Management Company Inc.

Property Address: [redacted]
Description: multi-unit residential apartment complex

No. of Units: 20

In exchange for the promises and representations set forth herein, [redacted] ("Complainant") and cElroy [redacted], LLC, Seven & Brock Property Management Company Inc._("Respondents") (collectively the "parties"), agree to resolve the above-listed complaint filed with the Civil Rights Department[1] ("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.

[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.

4. In exchange for Complainant's promises in this Agreement, Respondents agree as follows:

a. Respondent Beven and Brock will pay the Complainant a total sum of Twenty-Three Thousand Two Hundred Fifty Dollars ($23,250.00) in c ompensatory damages. A check for the total sum be made payable to [redacted] and mailed using a trackable method to IIIIIIat [redacted] ithin ten (10) days of the signing of this Agreement by all parties.

b. Respondent Beven and Brock will provide a s employees who interact with tenants, including Respondent - with a fair housing training on source of income (including Section 8) discrimination under current California law within ninety (90) days of the signing of this Agreement;

c. The manager of Respondent McElroy ill take a fair housing training on source of income (including Section 8) discrimination under current California law within ninety (90) days of the signing of this Agreement;

d. Respondent Beven and Brock will implement a policy of completing Section 8 or housing subsidy paperwork requested by an applicant within one business day of receiving the request;

e. Within ninety (90) days of the signing of this Agreement, Respondent Beven and Brock will request of their rental unit clients a copy of documents commonly needed for a section 8 or housing subsidy application so Respondent has the necessary documents readily **available** when needed for completing Section 8/housing subsidy paperwork in a timely manner;

f. Within ninety (90) days of the signing of this Agreement, Respondent Beven and Brock will revise the rental property advertisements that they post or share with the public to clarify that any stated income requirements are based on the portion of the rent that a tenant will pay;

g. Within ninety (90) days of the signing of this Agreement. Respondent Beven and Brock will develop and implement a written policy to protect Section 8 or housing subsidy applicants from losing to non-housing subsidy applicants the opportunity to obtain a rental unit because of the potential delay associated with the housing subsidy approval and payment process. A copy of this policy will be included in Respondent's compliance reporting as set forth in subsection (i).

h. Respondent Beven and Brock will update their website to clarify their policies and procedures regarding section 8 or housing subsidy applications within ninety (90) days of the signing of this Agreement.

i. Within ninety (90) days of the date when this Agreement takes effect, to inform Complainant and the CRD that Respondent has satisfied the promises set forth in pendent will inform Complainant of compliance by email to- Respondent will inform the CRD of compliance via e-mail addressed to DRDCompliance@CalCivilRights.ca.gov.

d. 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, and the Unruh Civil Rights 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 Respondent's 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' former or current 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, and the Unruh Civil Rights 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. In addition, nothing in this Agreement prevents the disclosure of factual information by either party as specified in California Code of Civil Procedure section 1001.

7. The existence, terms, and conditions of this Agreement and underlying factual information related to the CRD Complaint are not confidential, and the Agreement is a public document.

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.

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. Respondent acknowledges 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 fax, electronic, or scanned signature has the same effect as the original.

Dated: Jan 24, 2024

[redacted]
Complainant Name

[redacted]
Complainant's Signature

Dated: 25/01/2024

[redacted]
Respondent Name & Job Title (Print)

[redacted]
Respondent's Signature

Dated: 24/01/2024

[redacted] managing member
Respondent McElroy [redacted] LLC
Name & Job Title (Print)

[redacted]
Respondent's Signature

Dated: 25/01/2024

[redacted], Property Manager
Respondent Seven & Brock Property Management Company Inc. (Name & Job Title) (Print)

[redacted]
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 202306-21091026, 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: 1/25/24

Chhaya Malik. Deputy Director.Dispute Resolution Division
Department Representative's Name & Job Title (Print)

'"epresentat1ve's Signature