



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
www.calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

SETTLEMENT AGREEMENT

CRD Case Name: Fair Housing Federation of Southern California / Welltower Opco Group, LLC et al.

[REDACTED]
[REDACTED]

Complainant: Fair Housing Federation of Southern California

Respondent: Sunrise Senior Living Management

Respondent: Welltower Opco Group, LLC

Property Address: [REDACTED], Hermosa Beach, California

Description: Senior Assisted Living Facility

No. of Units: 10

CRD Case Name: Fair Housing Federation of Southern California / AL US San Gabriel Senior Housing, LP et al.

[REDACTED]
[REDACTED]

Complainant: Fair Housing Federation of Southern California

Respondent: AL US/San Gabriel Senior Housing, LP n/k/a Welltower PropCo Group LLC

Respondent: Welltower Opco Group, LLC

Property Address: [REDACTED], San Gabriel, California

Description: Senior Assisted Living Facility

No. of Units: 50

CRD Case Name: Fair Housing Federation of Southern California / Sunrise Torrance Senior et al.

[REDACTED]
[REDACTED]

Complainant: Fair Housing Federation of Southern California

Respondent: Sunrise Senior Living Management

Respondent: Sunrise Torrance Senior PropCo, LLC n/k/a Welltower PropCo Group LLC

Property Address: [REDACTED], Torrance, California

Description: Senior Assisted Living Facility

No. of Units: 62

CRD Case Name: Fair Housing Federation of Southern California / SZR Westlake Village Propco

[REDACTED]
[REDACTED]

Complainant: Fair Housing Federation of Southern California

Respondent: SZR Westlake Village Propco

Property Address: [REDACTED], Thousand Oaks, CA

Description: Senior Assisted Living Facility

No. of Units: 50

CRD Case Name: Fair Housing Federation of Southern California / Sunrise Senior Living Management, Inc. et al.

[REDACTED]
[REDACTED]

Complainant: Fair Housing Federation of Southern California

Respondent: Sunrise Senior Living Management

Respondent: AL US/Playa Vista Senior Housing, LP n/k/a Welltower PropCo Group LLC

Property Address: [REDACTED], Playa Vista, California

Description: Senior Assisted Living Facility

No. of Units: 32

In exchange for the promises and representations set forth herein, Fair Housing Federation of Southern California (“Complainant”) and Sunrise Senior Living Management (“Sunrise”), Welltower Opco Group, LLC, SZR Westlake Village Propco, AL US/San Gabriel Senior Housing, LP n/k/a Welltower PropCo Group LLC, Sunrise Torrance Senior PropCo LLC n/k/a Welltower PropCo Group LLC, and AL US/Playa Vista Senior Housing, LP n/k/a Welltower PropCo Group LLC (“Respondents”) (collectively the “Parties”), agree to resolve the above-listed complaints filed with the Civil Rights Department¹ (“CRD Complaints”)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 (the “Effective Date”).

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.

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

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

a. Complainant will be paid the total gross sum of One Hundred Ten Thousand Dollars (\$110,000.00) in compensation for Complainant's alleged damages, attorney fees, and costs, which will be paid by check payable to the

[REDACTED]

[REDACTED]

[REDACTED], within fourteen (14) business days of the Effective Date;

b. Respondent Sunrise Senior Living Management ("**Sunrise**") agrees as follows:

(i) Within 90 days of the Effective Date, **Sunrise** will adopt and implement its **Equal Access Policy, attached hereto as Exhibit A**, at each Assisted Living Facility owned, operated, or managed by **Sunrise** in California (a "Sunrise-managed community" or collectively "Sunrise-managed communities");

(ii) Within 90 days of the Effective Date, **Sunrise** will provide a copy of its **Equal Access Policy** to all staff and train each of its intake personnel, caregivers, and site managers on the Policy for Sunrise-managed communities;

(iii) **Sunrise** will provide a copy of its **Equal Access Policy** to all deaf and hard of hearing prospective residents and their families at the time they inquire about residing at a Sunrise-managed community; and

(iv) Within 90 days of the Effective Date, **Sunrise** will implement its **Equal Access Policy: Guideline for Staff, attached hereto as Exhibit B**, for relevant staff at each Sunrise-managed community.

c. **Sunrise** will include the term "Fair Housing Opportunity" in every future advertisement for available housing accommodations for the above referenced properties;

d. As part of the settlement of the CRD Complaints, Respondent **Sunrise** has conducted a good-faith comprehensive review of its written fair housing policies and confirms that the policies, as amended in accordance with its **Equal Access Policy**, are in full compliance with requirements of the FEHA as of the Effective Date;

e. Within ninety (90) days of the Effective Date, Respondent **Sunrise** will inform Complainant and the CRD that Respondents have satisfied the promises set forth in this Paragraph 4. Respondent **Sunrise** will inform the CRD of compliance via e-mail addressed to DRDCompliance@CalCivilRights.ca.gov. Respondent Sunrise will inform Complainant of compliance via e-mail addressed to Fair Housing Federation of Southern California at [REDACTED]; and

f. Respondents will 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/or the federal Fair Housing Act that are based on or related to the allegations in the CRD Complaint arising through the Effective Date.

5. In exchange for Respondents' promises in this Agreement, Complainant agrees:

a. To the closure of the CRD Complaints; and,

b. To release and forego from bringing against Respondents (or any of Respondents' former or current officers, agents, or employees, parents, affiliates, subsidiaries, successors, beneficiaries, attorneys and representatives), 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/or the federal Fair Housing Act that are based on or related to the allegations in the CRD Complaints arising through the Effective Date.

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.

[REDACTED]
[REDACTED]
[REDACTED] 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 Party, to reopen the CRD Complaints, continue its investigation, and pursue the CRD Complaints 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 fax, electronic, or scanned signature has the same effect as the original.

Dated: 2/09/2024

[Redacted]

[Redacted]
Complainant Fair Housing Federation of Southern California

Dated: _____

[Redacted]
for Respondent Sunrise Senior Living Management

Dated: _____

[Redacted]
For Respondents Welltower Opco Group, LLC, AL US/San Gabriel Senior Housing, LP n/k/a Welltower PropCo Group LLC, Sunrise Torrance Senior PropCo LLC n/k/a Welltower PropCo Group LLC, and AL US/Playa Vista Senior Housing, LP n/k/a Welltower PropCo Group LLC

Dated: _____

[Redacted]
for Respondent SZR Westlake Village Propco

In reliance on the promises made by the Parties in the foregoing Agreement, the CRD will terminate its investigation of and close:

- [Redacted]
- [Redacted]

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: _____

Complainant Fair Housing Federation of Southern California

Dated: February 9, 2024

for Respondent Sunrise Senior Living Management

Dated: _____

For Respondents Welltower Opco Group, LLC, AL US/San Gabriel Senior Housing, LP n/k/a Welltower PropCo Group LLC, Sunrise Torrance Senior PropCo LLC n/k/a Welltower PropCo Group LLC, and AL US/Playa Vista Senior Housing, LP n/k/a Welltower PropCo Group LLC

Dated: _____

for Respondent SZR Westlake Village Propco

In reliance on the promises made by the Parties in the foregoing Agreement, the CRD will terminate its investigation of and close:

Housing Settlement Agreement
Page 8 of 15

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: _____
_____ [Redacted]
Complainant Fair Housing Federation of Southern California

Dated: _____
_____ [Redacted]
for Respondent Sunrise Senior Living Management

Dated: 2/13/2024
_____ [Redacted]
_____ [Redacted]
For Respondents Welltower Opco Group, LLC, AL US/San Gabriel Senior Housing, LP n/k/a Welltower PropCo Group LLC, Sunrise Torrance Senior PropCo LLC n/k/a Welltower PropCo Group LLC, and AL US/Playa Vista Senior Housing, LP n/k/a Welltower PropCo Group LLC


Dated: _____
_____ [Redacted]
for Respondent SZR Westlake Village Propco


In reliance on the promises made by the Parties in the foregoing Agreement, the CRD will terminate its investigation of and close:


[Redacted]

Housing Settlement Agreement
Page 8 of 15

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: _____
_____ 
Complainant Fair Housing Federation of Southern California

Dated: _____
_____ 
for Respondent Sunrise Senior Living Management

Dated: _____
_____ 
For Respondents Welltower Opco Group, LLC, AL US/San Gabriel Senior Housing, LP n/k/a Welltower PropCo Group LLC, Sunrise Torrance Senior PropCo LLC n/k/a Welltower PropCo Group LLC, and AL US/Playa Vista Senior Housing, LP n/k/a Welltower PropCo Group LLC

Dated: 2/9/2024 _____
_____ 
_____ 
for Respondent SZR Westlake Village Propco

In reliance on the promises made by the Parties in the foregoing Agreement, the CRD will terminate its investigation of and close:

- 
- 

- [REDACTED]
- [REDACTED]
- [REDACTED]

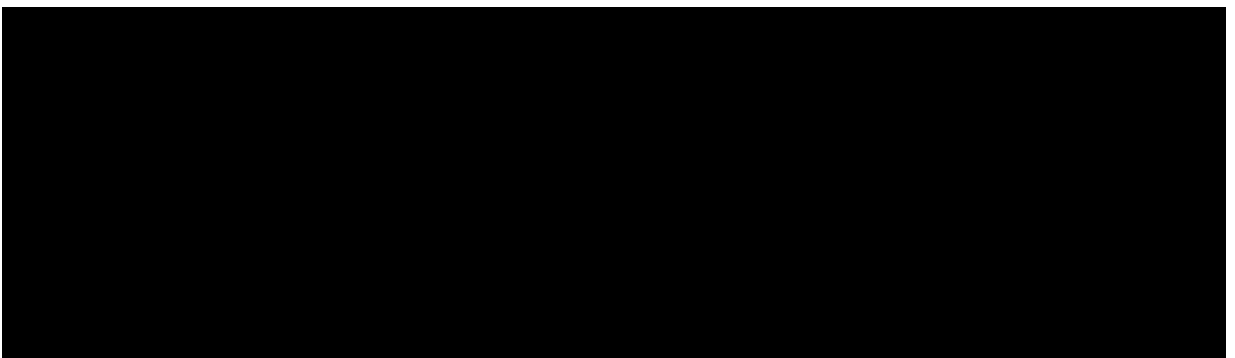
subject to the Department's authority to reopen the Complaints and/or bring an action to enforce this Agreement in the event of a breach. The CRD does not waive or limit its right to investigate or seek relief in any other charge against Respondents.

Dated: Feb 14, 2024

[REDACTED]

Chhaya Malik, Deputy Director of Dispute Resolution
for the California Civil Rights Department

Exhibit A



Responsible Parties:

- Executive Director
- Department Coordinators
- Team Members

Highlights

Prohibition of Discrimination

Requests For Accommodation
For A Disability

Interactive Process

Policy Statement:

It is the policy of Sunrise to ensure that current or potential residents, regardless of their race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability, have equal access to the benefits and privileges of Sunrise's services and products.

Definitions:

- **Auxiliary Aids and Services:** Auxiliary is an adjective describing something that provides additional help. The terms auxiliary aid and auxiliary service describe communications tools or assistance offered to someone with a sensory disability. (A sensory disability is sometimes also called a communications disability.) (Northeast ADA.org)
Hearing aids, wheelchairs, communication aids, spectacles, prostheses, and memory aids are all examples of assistive products. (WHO)

Action Steps:

1. Sunrise prohibits discrimination in the provision of its services and products in compliance with all applicable laws. All team members are responsible for ensuring that both current and potential residents are provided with reasonable auxiliary aids or services necessary to afford them equal access to the benefits and privileges of Sunrise's services and products. Therefore, it is a violation of Sunrise's policy to do any of the following based on, because of, on account of race, color, national origin, religion, sex (including gender identity and sexual orientation), familial status, and disability:
 - a. Refuse to contract for the provision of services;
 - b. Refuse to negotiate for the provision of services;
 - c. Otherwise make services unavailable;
 - d. Set different terms, conditions, privileges or qualifications or criteria for the provision of services;
 - e. Falsely deny provision of service;
 - f. Refuse entry into the property; and
 - g. Deny access to the provision of services.
2. When a resident or responsible party requests accommodation for a disability, a team member should promptly notify the community's **Executive Director** or **Department Coordinators**, as appropriate, so that he or she can promptly evaluate the request and begin an interactive process to determine what auxiliary aids or services would be appropriate and can be provided without undue hardship on Sunrise. The words "accommodation" need not be stated to be considered a request for accommodation. When a disability is identified, our team member should engage in this step.
3. The interactive process refers to two or more informal conversations between Sunrise and the person requesting

accommodation to clarify what he/she needs and identify the appropriate reasonable accommodation. The conversations should cover:

Conversation

- a. Identification of disability,
- b. Possible accommodations, including those requested by the individual or suggested by Sunrise,
- c. Identification of reasonable accommodation or determination that a reasonable accommodation is not possible; and
- d. Follow-up to review the accommodation and its effectiveness.

Specific Auxiliary Aids or Services

- 4. Specific auxiliary aids or services necessary may depend on situations, federal and/or state regulations, or residential levels of care and the availability of such services should also be discussed during the interactive process. If the team member has any questions regarding the availability of reasonable accommodation, he or she should seek advice from his/her supervisor.

Hard of Hearing/Deaf Residents or Prospective residents

- 5. If a resident or prospective resident or representative identifies a need for communication assistance due to deafness or other hearing impairment, Sunrise must engage in an interactive process to determine what kinds of assistance are appropriate. Depending upon the nature and complexity of the communication, different kinds of assistance may be appropriate, including in-person or remote video American Sign Language [ASL] interpretation, speech-to-text services, assistive listening systems, captioned media and written communication.
- 6. For certain important communications requiring real-time conversation between a resident and Sunrise representative, there is a presumption that ASL interpretation is appropriate. Examples include assessment of the resident's care needs, care planning, and eviction or discharge discussions.

Forms Used:

Form #	Form Name	Comments
Attachment A	Electronic Team Member Acknowledgement (with e-signature)	In iCIMS

Regulatory References:

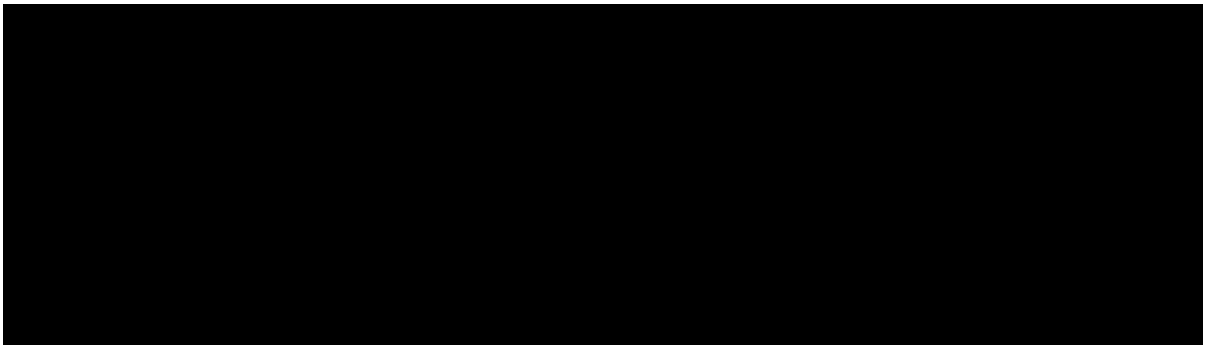
Source	Section
Americans With Disabilities Act (ADA)	Title III

Federal Housing Administration (FHA)	Revision History:
---	--------------------------

Date	Rev. #	What Changed
11-14-22		Original document
3-13-23	1	Revised to reflect change of Team Member Acknowledgement to an electronic signature document.

GENERAL ADMINISTRATION POLICY	United States	
Sunrise Senior Living	EQUAL ACCESS	Page 2 of 3

Exhibit B



Attachment B: Guidelines for Staff: (Executive Directors, Directors of Sales, Concierge, Care Coordinators)

Prospective Resident Intake

If a resident or prospective resident or her representative identifies a need for communication assistance due to deafness or other hearing impairment during the intake process, including an initial tour, Sunrise must offer such assistance. If in person or remote video American Sign Language [ASL] interpretation is requested, Sunrise shall offer such assistance. If ASL interpretation is not specifically requested, Sunrise will provide any other auxiliary aids or services that are needed, including speech-to-text services, assistive listening systems, captioned media, and written communication.

Please contact the site supervisor for further information.

Existing Residents

For certain important communications or meetings between a deaf or hard of hearing resident or her representative and Sunrise, the resident may request that Sunrise provide in-person or remote ALS interpretation.

If requested, it is presumed that Sunrise will honor a request for in-person or video ASL interpretation in the following circumstances at no expense to the resident. However, such presumption does not waive, preclude or prohibit Sunrise and the resident from engaging in the interactive process to determine mutually agreeable accommodation for the resident's condition:

1. Evaluation for admission of deaf prospective residents,
2. Care and Service Planning;
3. Reappraisals due to a significant change of the resident's condition;
4. Eviction or Relocation;
5. Other meetings or communication that [a] a resident or her representative deems sufficiently important or complex that in-person or video ALS interpretation is necessary and [b] a Sunrise site supervisor deems sufficiently important or complex that in-person ALS interpretation is necessary. Approval of a request for in-person or video ASL interpretation shall not be unreasonably withheld.