



Civil Rights Department

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

SETTLEMENT AGREEMENT

CRD Case Name: Fair Housing Advocates of Northern California / [REDACTED] et al.

CRD Case Number: [REDACTED]

HUD Case Number: None

Complainant: Fair Housing Advocates of Northern California

Respondent: [REDACTED]

Respondent: [REDACTED]

Property Address: [REDACTED] California

Description: Apartment Complex

No. of Units: 30

In exchange for the promises and representations set forth herein, Fair Housing Advocates of Northern California (“Complainant”) and [REDACTED] and [REDACTED] (“Respondents”) (collectively the “Parties”), agree to resolve the above-listed complaint filed with the Civil Rights Department¹ (“CRD Complaint”) 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”).

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. 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. Complainant will be paid the total gross sum of Thirty-Five Thousand Dollars (\$35,000.00) in compensation for Complainant's damages, which will be paid as follows (on the condition that Complainant has completed and provided to Respondents a fully executed IRS Form W-9):

(1) Respondent will pay Ten Thousand Dollars (\$10,000.00) to Complainant by check payable to "Fair Housing Advocates of Northern California" and delivered via overnight mail to Fair Housing Advocates of Northern California, 1314 Lincoln Ave., Ste. A, San Rafael, CA 94901, on or before April 1, 2024;

(2) Respondent will pay Ten Thousand Dollars (\$10,000.00) to Complainant by check payable to "Fair Housing Advocates of Northern California" and delivered via overnight mail to Fair Housing Advocates of Northern California, 1314 Lincoln Ave., Ste. A, San Rafael, CA 94901, on or before June 1, 2024;

(3) Respondent will pay Ten Thousand Dollars (\$10,000.00) to Complainant by check payable to "Fair Housing Advocates of Northern California" and delivered via overnight mail to Fair Housing Advocates of Northern California, 1314 Lincoln Ave., Ste. A, San Rafael, CA 94901, on or before August 1, 2024; and

(4) Respondent will pay Five Thousand Dollars (\$5,000.00) to Complainant by check payable to "Fair Housing Advocates of Northern California" and delivered via overnight mail to Fair Housing Advocates of Northern California, 1314 Lincoln Ave., Ste. A, San Rafael, CA 94901, on or before October 1, 2024;

b. Respondents will abide by all federal, state, and local fair housing laws, and will not discriminate against prospective residents, applicants, or current residents on the basis of source of income or any other protected category under the California Fair Employment and Housing Act (Government Code § 12900 et seq.) (“FEHA”) at every property in the State of California Respondents own and/or manage;

c. Respondents shall advertise every vacancy for housing accommodations in the State of California by posting listings on AffordableHousing.com, the Marin Housing Authority website, and in other suitable locations where Housing Choice Voucher holders are served, including the Sonoma County Housing Authority and Santa Rosa Housing Authority websites;

d. Respondents will include the term “Equal Opportunity Housing Provider” in every future advertisement for available housing accommodations;

e. Respondents and all employees and/or agents involved in the management of, and/or who interact with tenants or prospective tenants in any manner at, any of Respondent [REDACTED]’s properties in the State of California will attend fair housing training (lasting at least three hours) conducted by Fair Housing Advocates of Northern California on an annual basis for two years. The first training shall take place within ninety (90) days of the Effective Date, and the second training shall occur one year later. Respondents shall pay for each training session at the rate of Seven Hundred Fifty (\$750.00) for training of one to three attendees, or Nine Hundred Fifty (\$950.00) for training of four to ten attendees. This training shall be provided in-person or virtually at Respondents’ discretion;

f. Respondents shall establish, distribute to employees and agents, and follow a written policy providing for equal treatment of applicants regardless of source of income or Housing Choice (Section 8) voucher status. Respondents shall ensure that under their written policy(ies) for voucher holders, the minimum income requirement shall be calculated based on the monthly rental amount to be paid directly by the voucher holder, excluding any amount to be paid through the voucher. Respondents shall ensure that their policy concerning rental inquiries by voucher holders complies with all applicable laws. Respondents will ensure that their policy indicates that all voucher holders are welcome to rent at any properties the Respondents own and/or manage in the State of California;

g. Respondents shall ensure that their policy concerning the application of minimum income requirements to all applicants who use a government subsidy to pay their rent, such as Section 8/HCV or HUD-VASH, is distributed to the relevant employees and agents of Respondents. Additionally, all of Respondents' staff who work with applicants or tenants regarding qualification criteria shall be trained on such policies;

h. Respondents shall post and make available copies of the CRD pamphlet entitled "Fair Housing Fact Sheet," in both English and Spanish (CRD-H03P-ENG and CRD-H03P-SP), in their rental offices and in a common area such as a mail area or laundry room at each of the rental properties Respondents own and/or manage in the State of California;

i. Respondents shall maintain copies of all documents related to the rental of housing accommodations for a minimum of five (5) years, including but not limited to all advertising, rental applications (and supporting documents such as credit checks and proof of income), voucher status, HAP contracts, rental agreements, and move-out documents;

j. Respondents shall keep records related to Section 8 voucher holders, including waitlist members, applicants, tenants, and former tenants for a minimum of five (5) years. Records should include information about whether applicants were submitted and whether submitted applications were accepted or denied. All records regarding Section 8 voucher holders shall be made available to Complainant upon request for five (5) years;

k. Within ninety (90) days of the Effective Date, Respondents will inform Complainant and the CRD that Respondents have satisfied the promises set forth in this Paragraph 4. Respondents will inform Complainant of compliance via e-mail addressed to [REDACTED]@fairhousingnorcal.org. Respondents will inform the CRD of compliance via e-mail addressed to DRDCompliance@calcivilrights.ca.gov; and

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

Dated: Mar 20, 2024

[Redacted Signature]

[Redacted Name], Executive Director
For Complainant Fair Housing Advocates of Northern
California

Dated: Mar 21, 2024

[Redacted Signature]

Respondent [Redacted Name]

Dated: Mar 21, 2024

[Redacted Signature]

Respondent [Redacted Name]

In reliance on the promises made by the Parties in the foregoing Agreement, the CRD will terminate its investigation of and close CRD Case [Redacted Case Number] 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: Mar 22, 2024

[Redacted Signature]

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