

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”), is a three-way agreement made and entered into by and among: , Complainants (“Complainants”) [REDACTED] a [REDACTED], [REDACTED], [REDACTED], [REDACTED], [REDACTED] and Respondent [REDACTED] (“Respondent”) (Complainants and Respondents are referred to collectively as the “Parties”) and California Civil Rights Department (“CRD” or “Department”) (collectively, “Parties”, or referred to individually herein as “Party”). In exchange for the promises and representations set forth herein, the Parties agree to settle the investigation of CRD Matter No. [REDACTED] D [REDACTED] [REDACTED], [REDACTED] D [REDACTED]. [REDACTED] (the “CRD Matter”), among other things, as follows:

1. This Agreement is voluntarily entered into by all of the above-listed Parties.
2. The Parties understand that this Agreement does not constitute an admission of liability or wrongdoing on the part of Respondent, or that the facts and circumstances alleged in the complaint(s) against Respondent filed with the CRD are true.
3. This Agreement shall be effective when all Parties have fully executed this Agreement.
4. In consideration of Respondent’s promises in this Agreement, including specifically the promises in Paragraphs 6 and 7 of this Agreement, Complainants agree to release, up to the Effective Date (defined as the date this Agreement is fully executed) of this Agreement, Respondent from any and all claims arising from and/or that could have arisen from and/or asserted based on the claims, assertions, and/or allegations set forth in the CRD Matter. They also agree to release up to the Effective Date any claims, assertions, and/or allegations filed with the CRD against Respondent and/or pertaining to the CRD Matter or based on Respondent’s alleged violation of the law.
5. In consideration of Respondent’s promises in this Agreement, CRD and Complainants agree to not institute any action, either together or separately, in state or federal court, or before any local, state, or federal government entity, that arises out of the alleged unlawful acts and/or omissions of Respondent or any of Respondent’s agents, employees, or representatives, as alleged or investigated in the CRD Matter.

Monetary Terms

6. Respondent agrees to pay within ninety (90) days of full execution of this Settlement Agreement, \$30,000 made payable to [REDACTED] a [REDACTED] and delivered ninety (90) days after the Effective Date to the California Civil Rights Department 320 West 4th Street, Suite 1000, 10th Floor, Los Angeles, CA 90013; Attention: Christa Conry, Senior Staff Counsel. All Complainants agree that one payment can be made to [REDACTED] a [REDACTED].

Non-Monetary Terms

7. In addition, Respondent agrees to the following:
 - a. Respondent will engage in at least two hours of training on anti-discrimination laws in California via CRD webinars. Respondent will attend the Housing 101 webinar which will be held on June 19, 2024 at 11 AM PST and the following housing webinar which will be held on August 21, 2024 at 11 AM PST.
 - b. Respondent shall refrain from discriminating against any future tenants, in addition to informing any future tenants of their rights under the FEHA.
 - c. Within ninety (90) days of the date when this Agreement takes effect, Respondents will inform the CRD of compliance via e-mail addressed to Christa.Conry@CalCivilRights.ca.gov.

Acknowledgements

8. This Agreement does not prohibit Complainants 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.
9. The existence, terms, and conditions of this Agreement, the accompanying Addendum, and underlying factual information related to the CRD Complaint are not confidential, and the Agreement and Addendum constitute a public document.
10. The Parties acknowledge that this Agreement represents the sole and entire Agreement between the Parties and supersedes all prior agreements, negotiations, and discussions among them and/or their respective counsel with respect to the above-referenced CRD Matter. In signing this Agreement, the Parties agree that they have not relied on any other promises, inducement, or representations, other than as expressly set forth herein. The Parties further agree and understand that this Agreement may only be modified in a writing signed by all Parties.
11. The Parties acknowledge that the CRD does not waive its right to process any other complaints against Respondent by any other person. The CRD's participation in this Agreement is limited to the particular factual allegations of the underlying CRD Matter. CRD does not, nor is it able to, waive the rights of any other person who may want to file a complaint of discrimination against Respondent.

12. Nothing in this Agreement shall be construed as an admission by Respondent of any misconduct, nor shall compliance with this Agreement constitute or be construed as an admission by Respondent of any misconduct or its agreement with any findings by the CRD to date. This paragraph shall not, however, diminish or otherwise affect Respondent's obligations, responsibilities, and duties under this Agreement.
13. In signing this Agreement, the Parties acknowledge that neither CRD nor any of its agents or employees has served as an attorney or a tax advisor to any Party. The Parties further acknowledge that each Party has the right to seek tax advice, and to review this Agreement with a tax attorney or tax consultant, prior to signing.
14. If any provision of this Agreement is held to be invalid and/or unenforceable, the Agreement shall be considered as if the invalid and/or unenforceable portion did not exist, with all remaining portions considered valid and enforceable.
15. This Agreement shall be construed and enforced pursuant to the laws of the State of California.
16. Should any Party fail to comply with its obligations under this Agreement, in whole or in part, in any action or proceeding brought to enforce the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees and costs. In addition, 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.
17. The Parties acknowledge that: (a) they have read and fully understand all of the provisions of this Agreement; (b) they are voluntarily entering into this Agreement, without coercion; (c) they have entered into this Agreement based on their own judgment; and (d) they have not relied upon any representations or promises made by the other parties other than those contained herein.
18. The Parties represent and acknowledge that they have had an opportunity to be represented by legal counsel of their own choice throughout all of the negotiations which preceded this Agreement in connection with the negotiation, preparation, and execution of this Agreement.
19. Complainants and Respondent expressly represent and acknowledge that no statements, representations, agreements or warranties have been made to them by the CRD or any of CRD's agents pertaining to the subject matter, basis, or effect of this Agreement except as may be expressly set forth in this Agreement.

20. The terms of this Agreement are contractual in nature and are not merely recitals.

21. This Agreement may be executed in counterparts and facsimile, e-mail and photocopies shall be deemed as originals for the purposes of this Agreement. To the extent any of the undersigned individuals is signing on behalf of a Party, that individual hereby certifies that he or she has full authority to enter into this agreement for the Party on whose behalf he or she has signed and agreed. This document may be executed in duplicate originals, each of which shall be equally admissible in evidence.

22. Nothing in this Agreement, whether express or implied, is intended to or shall (a) confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties hereto and their respective successors and assigns; (b) relieve or discharge the obligation or liability of any third person to any Party hereto, or (c) give any third person any right of subrogation or action against any Party to this Agreement.

It is so agreed.

CRD:



Christa Conry, Senior Staff Counsel

DATED: June 12, 2024

Dated: _____



Complainant Name



Complainant's Signature

Dated: _____



Complainant Name



Complainant's Signature

Dated: _____

Complainant Name

Complainant's Signature

Dated: _____

Complainant Name

Complainant's Signature

Dated: 06/11/2024

Complainant Name

Complainant's Signature

Dated: _____

Complainant Name

Complainant's Signature

Dated: Jun 10, 2024

Respondent Name

Respondent's Signature