

SETTLEMENT AGREEMENT – Housing

CRD Case Number: [REDACTED]

HUD Case Number: [REDACTED]

Complainant:

Kevin Kish

Respondents:

Beachfront Property Management
Emerald Circle Properties, LLC

CRD Case Number: [REDACTED]

HUD Case Number: [REDACTED]

Complainant(s):

[REDACTED]

Respondents:

Beach Front Property Management, Inc.
Emerald Circle Properties, LLC

[REDACTED]

Property Address: 355 Coronado Avenue, [REDACTED] Long Beach, CA 90814

Description: Apartments

No. of Units: 11,000

In exchange for the promises and representations set forth herein, Kevin Kish by and through Azadeh Hosseinian on behalf of the state of California (“Complainant Kish”) and [REDACTED] [REDACTED] (collectively, “Complainants”) and Beachfront Property Management, Emerald Circle Properties, 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.

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 Complainants’ dual-filed complaints with the U.S. Department of Housing and Urban Development (“HUD”).

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. CRD has been made aware that the parties intend to sign or have signed a separate 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 or with California Law, this Agreement controls, and any conflicting terms in the parties' separate agreement are void and unenforceable.

4. By signing this Agreement, no party is admitting liability, wrongdoing, or the truth of any facts alleged in the CRD Complaints.

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

- a. Within 10 business days of the effective date of this settlement agreement, pay a total settlement sum to Complainant [REDACTED] in the amount of \$7,500.00 for alleged compensatory damages for emotional distress. The parties acknowledge and agree that any and all obligations, including taxes both state and federal, shall be the sole responsibility of the Complainant [REDACTED] and that Respondents, and any of Respondents' former or current officers, agents, or employees shall be held harmless for the same. Complainant [REDACTED] and Respondents are executing, concurrently herewith, a separate settlement, release and waiver which includes the payment of these funds. Complainant [REDACTED] understands and agrees that she will receive a single payment of \$7,500.00 upon the execution of the two (2) settlement agreements referencing the same.
- b. Affirmative relief is required in all cases resolved by the CRD and its pre-litigation Dispute Resolution Division. To that end, the Respondents agree to the terms attached here to as Appendix A, attached hereto.
- c. Upon completion of the terms of settlement, Respondents shall inform CRD counsel Azadeh Hosseinian and the DRD that Respondents have satisfied the promises set forth in this Paragraph 4. Respondents will inform Complainant of compliance by email to Azadeh.Hosseinian@calcivilrights.ca.gov. Respondents will inform the DRD of compliance via e-mail addressed to DRDCompliance@CalCivilRights.ca.gov.
- d. Forthwith review and verify in writing that the Complainant [REDACTED] tenancy ledger is accurate and reflects no late fees; and a credit to Complainant's account in the amount of \$625.00 has been recorded. The final audit of

Complainant [REDACTED]'s ledger shall include with the verification, a copy of the most current information contained therein.

- f. To release and forego from bringing against Complainants, 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 federal Fair Housing Act that are based on or related to the allegations in the CRD Complaints arising through the date when this Agreement takes effect.
5. In exchange for Respondents' promises in this Agreement, Complainants agree:
- a. To the closure of the CRD Complaints.
 - b. To release and forego from bringing against Respondent 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, the Unruh Civil Rights Act, and or the federal Fair Housing Act that are based on or related to the allegations in the CRD Complaints arising through the date when this Agreement takes effect.
6. This Agreement does not prohibit Complainant [REDACTED] 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 any 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 Complaints 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 regarding the CRD Complaints and supersedes all prior agreements, negotiations, and discussions between them relating to the CRD Complaints. 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. CRD has been made aware that the Complainants and Respondents intend to sign or have signed a separate 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.

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 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.

[continued on the next page]

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: Aug 9, 2024

Kevin Kish or CRD Legal Designee
Complainant Name (Print)

Kevin Kish

Complainant's Signature

Dated: Aug 9, 2024

[Redacted Signature]

Complainant's Signature

Dated: 8/9/2024

Beachfront Property Management
Respondent Name & Job Title -Chairman

Kyle Kayan

Respondent's Signature

Dated: 8/9/2024

Emerald Circle Properties, LLC
Respondent Name & Job Title- Agent

Kyle Kayan

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 [Redacted] and HUD Case [Redacted] [Redacted] 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: 8/13/24

Nina Paul, Assistant Chief Counsel

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



Department Representative's Signature

**Appendix A –
Beachfront Properties, LLC
Settlement Terms and Conditions
Re: Affirmative Relief**

1. Respondents agree not to refuse to rent to any person because that person has been a victim of violence, including domestic violence, sexual assault, stalking, human trafficking, or elder abuse, initiated by another person;
2. Respondents agree not to take any action to evict any person because that person has been a victim of violence, including domestic violence, sexual assault, stalking, human trafficking, or elder abuse, initiated by another person;
3. Respondents agree to comply with the substantive and procedural protections in the Violence Against Women Act (VAWA) with respect to all tenants participating in a housing program that is covered by VAWA and as otherwise required by law;
4. Within thirty (30) days from the effective date, Respondent Beach Front Property Management (“BFPM”) and Respondent Emerald Circles (“Emerald Circles”) will notify all of their respective employees having responsibility for the management of any residential rental property owned and/or managed by BFPM and Emerald Circles not to refuse to rent or take any action evict any person because that person has been a victim of violence, including domestic violence, initiated by another person;
5. Within thirty (30) days from the effective date, BFPM and Emerald Circles will amend their Housing Rules and Policies Against Criminal Activity to include the language in two House Rules, below:
 - **RULE 17. DISORDERLY CONDUCT, OBJECTIONABLE LANGUAGE OR OTHER DISTURBANCES BY OCCUPANT OR GUESTS SHALL BE CONSIDERED JUST CAUSE FOR EVICTION.**

These provisions do not apply against a tenant or household member who is a victim of criminal activity involving domestic violence, sexual assault, stalking, human trafficking, or elder abuse. If you believe this applies to you, please contact the property manager to discuss further.

Under VAWA and California State Law, a housing provider may require that you provide some documentation supporting that criminal activity is related to one of the reasons stated above. Under California State Law, this documentation can include a police report, a restraining order, or documentation from a social worker or counselor. If you and/or your household member(s) are victims domestic violence as defined in Section 6211 of the Family Code, sexual assault as defined in Section 1219, stalking as defined in Section 1708.7 of the Civil Code or Section 646.9 of the Penal Code, human trafficking as defined in Section 236.1 of the

Penal Code, or abuse of an elder or a dependent adult as defined in Section 15610.07 of the Welfare and Institutions Code, or any act described in paragraphs (6) to (8), inclusive, of subdivision (s) of Section 1946.7 of the Civil Code, you may be entitled to protections under the law.

- **RULE 4. VIOLATION OF ANY OF THE ABOVE PROVISIONS SHALL BE A MATERIAL AND IRREPARABLE VIOLATION OF THE RENTAL AGREEMENT AND GOOD CAUSE FOR TERMINATION OF TENANCY.**

A single violation of any provisions of the Addendum shall be deemed a serious violation and a material and irreparable non-compliance to the attached lease agreement. It is understood that a single violation shall be good cause for immediate termination of the tenancy. Unless otherwise prohibited by law, proof of violation shall not require criminal conviction, but shall be by a preponderance of the evidence. These provisions do not apply against a tenant or a household member who is a victim of criminal activity involving domestic violence, sexual assault, stalking, human trafficking, or elder abuse. If you believe this applies to you, please contact the property manager to discuss further.

You may be required to provide some documentation supporting that criminal activity is related to one of the reasons stated above. This documentation can include a police report, a restraining order, or documentation from a social worker or counselor. If you and/or your household member(s) are victims of domestic violence as defined in Section 6211 of the Family Code, sexual assault as defined in Section 1219, stalking as defined in Section 1708.7 of the Civil Code or Section 646.9 of the Penal Code, human trafficking as defined in Section 236.1 of the Penal Code, or abuse of an elder or a dependent adult as defined in Section 15610.07 of the Welfare and Institutions Code, or any act described in paragraphs (6) to (8), inclusive, of subdivision (s) of Section 1946.7 of the Civil Code, you may be entitled to protections under the law.

6. Within thirty (30) days from the effective date, BFPM and Emerald Circles will review all manuals, handbooks, and policy directors, or other documents provided to its employees having responsibility for the management of any residential rental property. For each document which discusses procedures relating to rental applicants and the eviction of tenants, BFPM and Emerald Circles will draft a revision of the policy that provides that Respondents agree not to refuse to rent or to take any action to evict any person that has been a victim of domestic violence including domestic violence, sexual assault, stalking, human trafficking, or elder abuse, initiated by another person; and
7. Within thirty (30) days from the effective date, ten (10) BFPM employees who work directly with tenants or supervise those who work with tenants will attend fair housing training that includes training on protections for victims of domestic violence and VAWA, as may be applicable to those certain BFPM managed affordable properties.