

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”), is a three-way agreement made and entered into by and among: Respondents San Diego Rescue Mission, Inc. and [REDACTED] (“Respondents”); Complainant [REDACTED] (“Complainant”); 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 [REDACTED] San Diego Rescue Mission, Inc. et al., CRD Matter No. Case # [REDACTED] that resulted in the Department’s finding of cause on May 31, 2024 (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 Respondents, or that the facts and circumstances alleged in the complaint(s) against Respondents filed with the CRD are true.
3. This Agreement shall be effective when all Parties have fully executed this Agreement.
4. In consideration of Respondents’ promises in this Agreement, including specifically the promises in Paragraphs 6 and 7 of this Agreement, Complainant agrees to release, up to the Effective Date (defined as the date this Agreement is fully executed) of this Agreement, Respondents from any and all claims related to, arising from, and/or based upon Complainant’s complaint with CRD or that could be or could have been asserted from and/or fall within the jurisdiction of the CRD. Complainant agrees to release up to the Effective Date any claims, assertions, and/or allegations filed with the CRD against Respondents and/or pertaining to the CRD Matter or based on Respondents’ alleged violation of the law.
5. In consideration of Respondents’ promises in this Agreement, CRD and Complainant 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 Respondents or any of Respondents’ agents, employees, or representatives, as alleged or investigated in the CRD Matter or in relation to any claim related to, arising from, and/or based on Complainant’s relationship with Respondents that could be or could have been filed with and/or fall within the jurisdiction of the CRD, through the Effective Date.

Monetary Terms

6. Respondent San Diego Rescue Mission agrees to pay within 30 days of full execution of this Settlement Agreement, upon receipt of the appropriate tax forms from Complainant’s counsel, and as consideration for the releases set forth herein, the total Settlement Sum of

\$43,000 directly to Complainant via one payment/check made payable to the Legal Aid Society of San Diego – Client Trust Account, at 110 S. Euclid Avenue, San Diego, CA 92114

7. A Form 1099 will be issued for this payment.

Non-Monetary Terms

8. In addition, Respondents agrees to the following:

(a) Respondent San Diego Rescue Mission will provide its employees with the following training:

- i. Employees specified in subpart (iii) herein must (1) attend either CRD's Fair Housing 101 or Fair Housing Rights for Persons with Disabilities online training webinar *and* (2) watch the one-hour video "Emotional Support Animals Guidance Webinar 4.14.22" created by CRD. Respondent San Diego Rescue Mission will ensure that the specified Employees must complete both of these obligations within 60 Calendar days of the Effective Date of this Agreement.
- ii. Respondent San Diego Rescue Mission shall provide verification to CRD that its training obligations have been satisfied. The verification shall be reported to CRD within 90 Calendar days of the Effective Date of this Agreement.
- iii. Any of Respondents' employees who are likely to receive inquiries about program participants using emotional support or service animals on site are required to attend this training. This includes, but is not limited to, intake workers, case managers, supervisors, managers, operational personnel, and Respondent [REDACTED].

(b) Within 60 Calendar days of the execution of this agreement, Respondent San Diego Rescue Mission will modify its policies, practices, and/or procedures for California relating to FEHA and reasonable accommodations to include the following:

- i. An explanation of residents' right to request reasonable accommodations for their disabilities and Respondent San Diego Rescue Mission's duty to engage in an interactive process once a reasonable accommodation request has been made.
- ii. A statement that service animals may be used without requesting a reasonable accommodation.
- iii. A statement that emotional support animals may be requested as a reasonable accommodation and that Respondent may only deny these requests for lawful reasons and only following an interactive process.

- iv. These new policies, practices, and/or procedures will be submitted to CRD's Legal Division, via Staff Counsel Dylan Colbert, to complete a good faith review and approval of the materials to determine compliance with the FEHA.
- (c) Within 60 Calendar days of the execution of this agreement, Respondents will create and maintain posters or paper flyers in public spaces at the Academy reflecting the substance of the legal requirements contained in the CRD FAQ poster "Emotional Support Animals and Fair Housing Law," or may maintain the CRD FAQ poster (attached to this Agreement). If Respondents choose to create their own poster or flyer, Respondents will submit the materials to CRD Legal to complete a good faith review and approval of the materials to determine compliance with the FEHA.
- (d) All notices regarding compliance and review outlined in this Agreement shall be sent to the following email addresses at CRD: dylan.colbert@calcivilrights.ca.gov and nadia.aziz@calcivilrights.ca.gov.

Acknowledgements

9. 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. 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.
10. 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.
11. 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.
12. The Parties acknowledge that the CRD does not waive its right to process any other complaints against Respondents by any other person. 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 Respondents.

13. Nothing in this Agreement shall be construed as an admission by Respondents of any misconduct, nor shall compliance with this Agreement constitute or be construed as an admission by Respondents of any misconduct or its agreement with any findings by CRD to date. This paragraph shall not, however, diminish or otherwise affect Respondents' obligations, responsibilities, and duties under this Agreement.
14. 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.
15. 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.
16. This Agreement shall be construed and enforced pursuant to the laws of the State of California.
17. 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 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 CRD's legal authority.
18. 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.
19. 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.
20. Complainant and Respondents 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.

21. The terms of this Agreement are contractual in nature and are not merely recitals.
22. 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.
23. 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: Dylan Colbert, Staff Counsel

Dylan Colbert

DATED: September 11, 2024

Complainant: [REDACTED]

Signature: [REDACTED]

Dated: 09/04/2024

Respondent: [REDACTED]

Signature: [REDACTED]

Title: Vice President of Operations

Dated:

Signature:



Title: Vice President of Programs

Dated: 9/9/2024

Respondent:

Signature:

Title:

Dated:

Signature:

Title:

Dated: