

**Civil Rights Department**

KEVIN KISH, DIRECTOR

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1-800-884-1684 (voice) | 1-800-700-2320 (TTY) (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov**SETTLEMENT AGREEMENT – Housing****CRD Case Numbers: Listed in Appendix 1****HUD Case Numbers: Listed in Appendix 1****Complainant:**

Fair Housing Federation of Southern California

Respondents:

[Various Senior Housing Facilities in California]

Property Addresses: See List attached as Appendix 1**Description:** 30 Senior Housing Facilities, managed by Oakmont Management Group LLC**No. of Units:** Various units among the 30 identified facilities

In exchange for the promises and representations set forth herein, Fair Housing Federation of Southern California (“Complainant”) and 30 Senior Housing Facilities (“Respondents”¹) managed by Oakmont Management Group LLC (collectively the “parties”), agree to resolve the above-listed complaint filed with the Civil Rights Department² (“CRD Complaint”)³, by and through General Counsel for Oakmont Management Group LLC, 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.

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.

¹ See Appendix 1, attached hereto for list of individually operated senior housing facilities that were subject to testing conducted by the Complainant and are intended to be part of the settlement reached in the instant case.

² 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.

³ For purposes of this Agreement the term “CRD Complaint” includes Complainant’s dual-filed complaint with the U.S. Department of Housing and Urban Development (“HUD”).

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, Respondent agrees:

- a. Within 30 days from the effective date of this Agreement, deliver a settlement sum of \$110,000.00 to Complainant Fair Housing Federation of Southern California via Federal Express or comparable delivery service to the following address: C/O [REDACTED] (Complainant Representative) at 5917 Chula Vista Way, #8, Los Angeles, CA 90068. The parties acknowledge and agree that Complainant Fair Housing Federation of Southern California will provide concurrently with the signing of the CRD Agreement, a W-9 and acknowledges that this may be reported in IRS form 1099.
- b. Affirmative relief, which is relief in the public interest to prevent future discrimination or harassment, is required. To that end, the Respondents agree to modify existing policies or create a policy if none exists, that protects the housing rights of hearing impaired, or deaf applicants and/or tenants living in the senior housing facilities named herein at Appendix 1. In addition, Respondents shall ensure that training on the policy described herein and the laws in effect in California are included and that all staff are provided with training, no matter if their job is external- or internal-facing. Such training shall include the Fair Employment and Housing Act (FEHA), the Californians with Disabilities Act, the Unruh Civil Rights Act, the federal Fair Housing Act, and the updated internal policy and protocol of each facility and shall be completed within 120 days of the effective date of this Agreement. Each and every facility will provide its staff with guidance on how to respond to requests for accommodations, whether in person, by phone, or via website. Finally, Respondents shall post in an accessible, and common area at each location, materials on how to reach the California Civil Rights Department in the event a person wishes to request information or report conduct that may be a violation of law. Resources for training, posting, and other information related to the prevention of discrimination in housing can be found at <https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2022/09/Know-Your-Housing-Rights-Fact-Sheet-ENG.pdf> and speakers can be requested at <https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2023/01/CRD-Speaking-Engagement-Request-Form-ENG.pdf>
- c. Within 145 days of the date when this Agreement takes effect, to inform Complainant and the CRD that Respondent has satisfied the promises set forth in this Paragraph 4. Respondent will inform Complainant of compliance by sending a copy of the certification of completion of terms set forth in paragraph 4(a) and (b), above by copying [REDACTED] Complainant's representative at [REDACTED] Respondent will inform the CRD of compliance via e-mail addressed to DRDCompliance@CalCivilRights.ca.gov. The letter of compliance

shall include date of delivery of the check, date of completion of training for respondents listed in Appendix 1, and name of the training provider.

d. To 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, the Unruh Civil Rights Act, and/or the federal Fair Housing Act that are based on or related to the allegations in the CRD Complaint arising through the date when this Agreement takes effect.

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

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 Complaint arising through the date when this Agreement takes effect.

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.

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, 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 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.

15. Respondent acknowledges 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.

[continued on the next page]

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: Sep 13, 2024

Fair Housing Federation of Southern California, by and through

[REDACTED]
Complainant Authorized Representative, Board President

[REDACTED]

Complainant's Signature

Dated: Sep 13, 2024

[REDACTED] Oakmont Management LLC
Respondent Name & Job Title (Print)

[REDACTED]

Respondent's Signature

APPENDIX 1 – Properties

Oakmont Management Group - Settlement and Release

FHFederation – Related cases (total 30) rev. 9/10/24

1. [REDACTED] – FHFederation = Roy Matsuoka, Rp
2. [REDACTED] – FHFederation = Canoga Park Assisted LLC, Rp
3. [REDACTED] – FHFederation = AL US Studio City Senior Housing, LC
4. [REDACTED] – FHFederation = Welltower Victory II, LP
5. [REDACTED] – FHFederation = AL U.S./Seal Beach Senior Housing LP
6. [REDACTED] – FHFederation = EPC Brush Creek LLC
7. [REDACTED] – FHFederation = EPC Silver Creek LLC
8. [REDACTED] – FHFederation = SHI-IV PK at SJC Owner LLC
9. [REDACTED] – FHFederation = EPC Villa Serra
10. [REDACTED] – FHFederation = AL U.S. Playa Vista Senior Housing
11. [REDACTED] – FHFederation = Morris Page Mill LLC
12. [REDACTED] – FHFederation = Welltower Victory II Landlord
13. [REDACTED] – FHFederation = Welltower Propco Group LLC
14. [REDACTED] – FHFederation = EPC San Ramon LLC
15. [REDACTED] – FHFederation = EPC Bradford Square LLC
16. [REDACTED] – FHFederation = EPC Mission Viejo LLC/McQueen Mathew
17. [REDACTED] – FHFederation = Otay Landlord LLC

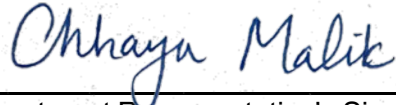
Additional cases received:

18. [REDACTED] – FHFederation = HSRE Oakmont Agoura Hills, Oakmont Sr. Living
19. [REDACTED] – FHFed = HSRE Oakmont Camarillo LLC, Oakmont Sr. Living
20. [REDACTED] – FHFed = HSRE Oakmont Chino Hills LLC, Oakmont Sr. Living
21. [REDACTED] – FHFed = HSRE Oakmont Huntington Beach, LLC Oakmont Sr. Living
22. [REDACTED] – FHFed = HSRE Oakmont Oxnard LLC, Oakmont Sr. Living
23. [REDACTED] – FHFed = HSRE Oakmont Santa Clarita LLC, Oakmont Sr. Living
24. [REDACTED] – FHFed = HSRE Oakmont Torrance LLC, Oakmont Sr. Living
25. [REDACTED] – FHFed = HSRE Oakmont Valencia LLC, Oakmont Sr. Living
26. [REDACTED] – FEFed = HSRE Oakmont Whitter LLC, Oakmont Sr. Living
27. [REDACTED] – FHFed = Oakmont Mgmt Group, Oakmont Sr. Living
28. [REDACTED] – FHFed = Well OSL, LLC, Oakmont Sr. Living
29. [REDACTED] – FHFed = Welltower Propco Group LLC, Oakmont Sr. Living
30. [REDACTED] – FHFed = WPG Upland Senior LLC, Oakmont Sr. Living

In reliance on the promises made by the parties in the foregoing Agreement, the CRD will terminate its investigation of and close all CRD Cases Listed in Appendix 1 referenced herein, 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: 9/17/24

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



Department Representative's Signature