Civil Rights Department
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
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 Number: [redacted]
HUD Case Number:

Complainant:
[redacted]

Respondents:
Windsor Property Management Company
[redacted]
Columbia Mission Bay LLC
San Francisco Mayor's Office of Housing and Community Development
Caritas Management Corporation

Property Address: [redacted] San Francisco, CA 94158

Description: Apartment building

No. of Units: 600

In exchange for the promises and representations set forth herein, [redacted] ("Complainant") and Windsor Property Management Company, [redacted] Columbia Mission Bay LLC, and Caritas Management Corporation ("Respondents") (collectively the "parties"), agree to resolve the above-listed complaint filed with the Civil Rights Department[1] ("CRD Complaint")[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.

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] 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 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, Respondents agree:

a. Within 30 days of the date this Agreement takes effect or of receiving the Complainant's completed W-9 tax form, whichever is later, to pay $60,000 via check made payable to: [redacted]

b. Within 60 days of the date this Agreement takes effect, Respondent Windsor Property Management Company (hereafter "Windsor") will conduct a good-faith review of its Reasonable Accommodation policy to ensure that it is in full compliance with federal and California State fair housing law, including laws and/or regulations governing the requirement to engage in an interactive process when a prospective or current tenant requests a reasonable accommodation. If its policy is not fully compliant, then within 90 days of the date this Agreement takes effect, Respondent Windsor will adopt all modifications necessary to make its written fair housing policy fully compliant.

c. Within 100 days of the date this Agreement takes effect, Respondent Windsor will review its Reasonable Accommodation policy with leasing agents at the subject property.

d. Within 120 days of the date this Agreement takes effect, to 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] Respondents will inform the CRD of compliance via e-mail addressed to DRDCompliance@CalCivilRights.ca.gov.

e. 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 Respondents' promises in this Agreement, Complainant agrees:

a. To the closure of the CRD Complaint.

b. To release and forego from bringing against Respondents and Respondents' affiliates, or any of their former or current officers, agents, or employees, in state or federal court or before any state, local, or federal government entity, any

potential claims, any legal action, or other legal proceeding 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. Nothing in this Agreement shall affect the CRD's pending investigation into Case No. [redacted] and no release here shall apply to the actions being investigated in that case.

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. The parties' separate agreement may provide for additional terms not provided for herein.

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. 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, electronic, or scanned signature has the same effect as the original.

Dated: Feb 26, 2025

[redacted]

Complainant's Signature

Dated: 3/17/25

Windsor Property Management Company
Respondent Name & Job Title (Print)

[redacted]

Respondent's Signature

Dated: 3/18/2025

[redacted]

Respondent's Signature

Dated: _____

Columbia Mission Bay LLC
Respondent Name & Job Title (Print)

_____

Respondent's Signature

Dated: 3/19/2025

Caritas Management Corporation
Respondent Name & Job Title (Print)

[redacted]

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] 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 Respondents.

Dated: _____

Nina Paul, Assistant Chief Counsel
Department Representative's Name & Job Title (Print)

_____

Department Representative's Signature

[redacted]

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] nd HUD Case [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 Respondents.

Dated: Mar 19, 2025

Nina Paul, Assistant Chief Counsel
Department Representative's Name & Job Title (Print)

[redacted]
Department Representative's Signature