



Civil Rights Department

651 Bannan 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

CIVIL RIGHTS DEPARTMENT (CRD) SETTLEMENT AGREEMENT

CRD Case Number: [REDACTED]
HUD Case Number: [REDACTED]

Complainant:
[REDACTED]

Respondents:
[REDACTED] Family Partnership LP
[REDACTED]
Vertus Properties, Inc.
[REDACTED]

Property Address: [REDACTED]
Description: multi-unit apartment complex
No. of Units: [REDACTED]

In exchange for the promises and representations set forth herein, [REDACTED] ("Complainant") and [REDACTED] Family Partnership LP, [REDACTED] Vertus Properties, Inc., [REDACTED] ("Respondents") (collectively the "parties"), agree to resolve the above-listed complaint filed with the Civil Rights Department¹ ("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 ("Effective Date").
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. 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:

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").

- a. To pay the Complainant a total sum of Twenty Thousand Dollars (\$20,000.00) in compensatory damages. Payment will be made as follows:
 - 1) One payment in the amount of Twelve Thousand Dollars (\$12,000.00) will be made payable to "[REDACTED]" and directly deposited to Complainant's bank account (information to be provided by Complainant to Respondent) within thirty (30) days of the signing of this Agreement by the parties and CRD and Respondent's receipt of Complainant's complete direct deposit information, whichever is later;
 - 2) A second check in the amount of Eight Thousand Dollars (\$8,000.00) will be made payable to "[REDACTED]" and directly deposited to Complainant's bank account (information to be provided by Complainant to Respondent) within sixty (60) days of the date of deposit of the first payment;
- b. To remove from collections and waive the bill of \$3,425.61 for property damage to the Respondents' apartment where Complainant resided within seven (7) days of the Effective Date of this Agreement;
- c. To provide Complainant with a lease for a two-bedroom apartment at "[REDACTED]" comparable to the one she used to reside in within seven (7) days of the Effective Date of this Agreement. Complainant must abide by all lease provisions;
- d. To waive the monthly rent of \$1,700.00 for a two-bedroom apartment at "[REDACTED]" for twelve months from the date Complainant signs the lease and to provide monthly credit for the water/sewer/trash of \$75.00 a month for twelve months for a total value of \$21,300.00;
- e. To allow the Complainant to have a dog in the apartment pursuant to the lease terms and to waive the additional monthly \$50.00 rent for having a dog for twelve months, for a total value of \$600.00;
- f. To pay the Complainant's required security deposit for her apartment of \$1,000.00 and the required pet deposit of \$500.00 for a total value of \$1,500.00, which will be given to the Complainant at the end of her lease;
- g. 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;
- h. 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;
- i. Within thirty (30) days of the Effective Date of this Agreement, to notify all Respondent Vertus' employees having responsibility for the management of any residential rental property owned or managed by Respondent Vertus 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;

j. Within thirty (30) days of the Effective Date of this Agreement, Respondent Vertus will review all manuals, handbooks, and policies, 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, Respondent Vertus will draft a revision of the policy that provides that Respondents agree not 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;

k. Within ninety (90) days of the Effective Date of this Agreement, three (3) of Respondents' employees, including Respondent [REDACTED], will take the following **two** trainings:

- 1) watch in its entirety the following online CRD training on Fair Housing and Domestic Violence Protections located at this link:
<https://www.youtube.com/watch?v=vuYDEMw421I&list=PLRHCJp7R0D0T6cNOUvw9wvjliuNMAuZ17&index=7>

AND either one of the following trainings:

- 2) watch in their entirety **both parts** of the two-part online CRD training on Fair Housing for Property Managers located at these two links:
https://www.youtube.com/watch?v=5u_86E0cQ4s
<https://www.youtube.com/watch?v=gMm7qwpzAU4>

Or

- 3) the CRD's webinar on "Fair Housing 101" training offered on June 18, 2025 with pre-registration required through this link:
<https://calcivilrights.ca.gov/event/fair-housing-101-june-18-2025/>

l. Within ninety (90) 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 email to [REDACTED]. Respondent will inform the CRD of compliance with Paragraph 4 via e-mail addressed to DRDCompliance@CalCivilRights.ca.gov and Dylan.Crary@CalCivilRights.ca.gov.

m. 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 Complaint.

- b. To release and forego from bringing against Respondents 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.

The CRD is aware that the parties may enter into 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. 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: 06/25/2025

[Redacted Signature]

Complainant's Signature

Dated: _____

Respondent [Redacted] Family Partnership LP
Name & Title (Print)

Respondent's Signature

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.

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Dated: _____

Complainant Name

Complainant's Signature

Dated: 07/02/2025

_____, Partner

Respondent _____ Family Partnership LP
Name & Title (Print)

Respondent's Signature

Dated: 07/03/2025

[REDACTED] General Partner, [REDACTED] Part.

Respondent [REDACTED] (Name & Title) (Print)

[REDACTED]
Respondent's Signature

Dated: 07/02/2025

[REDACTED] C.O.O.

Respondent Vertus Properties, Inc. (Name & Title) (Print)

[REDACTED]
Respondent's Signature

Dated: 07/03/2025

[REDACTED]
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], 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: _____

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

[REDACTED]
Department Representative's Signature

Dated: _____

Respondent [REDACTED] (Name & Title) (Print)

Respondent's Signature

Dated: _____

Respondent Vertus Properties, Inc. (Name & Title) (Print)

Respondent's Signature

Dated: _____

[REDACTED]
Respondent Name

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], 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: 7/8/2025

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

[REDACTED]