

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”), is a three-way agreement made and entered into by and among: Respondent [REDACTED] (“Respondent”); complainant [REDACTED] (“Complainant”); and the 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] (CRD Matter No. Case [REDACTED]) that resulted in the Department’s finding of cause on May 30, 2025 (the “CRD Matter”), as follows:

1. This Agreement is voluntarily entered into by all the above-listed Parties.
2. This Agreement shall be effective as of the date on which all Parties have fully executed this Agreement (“Effective Date”).
3. In consideration of Respondent’s promises in this Agreement, including specifically the promises in Paragraphs 5, 6, and 7 of this Agreement, Complainant agrees to release, up to the Effective Date of this Agreement, Respondent from any and all claims alleged in Complainant’s administrative complaint with CRD.
4. In consideration of Respondent’s 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 Respondent or any of Respondent’s agents, employees, or representatives, as alleged or investigated in the CRD Matter or in relation to any claim alleged in Complainant’s complaint with CRD. This paragraph is subject to CRD’s rights under paragraphs 11 and 16 below.

Monetary Terms

5. Within 30 days of the Effective Date, upon receipt of the appropriate tax forms from Complainant’s counsel, and as consideration for the releases set forth herein, Respondent agrees to pay the total Settlement Sum of \$80,000 directly to Complainant via one payment/check made payable to Neumiller & Beardslee Client Trust Account by December 31, 2025. A Form 1099 will be issued for this payment.

Non-Monetary Terms

6. In addition, Respondent agrees to the following:
 - (a) Within 90 days of the Effective Date, Respondent will attend at least 6 hours of fair housing training on discrimination and retaliation.
 - (b) Respondent will refrain from discriminating against or retaliating against any applicant, prospective tenant, prospective sublessee, or tenant based on the

protected characteristics enumerated in the Fair Employment and Housing Act (Gov. Code, § 12955) when directly or indirectly performing any landlord or property management responsibilities with respect to any residential rental dwelling, including, but not limited to: showing or renting housing units, processing rental applications, collecting rent and fees, overseeing any aspect of the rental process, or having any personal contact with any tenants or prospective tenants.

- (c) If Respondent decides to rent the subject property to anyone other than family members who are next of kin—or permit any tenant, regardless of relationship to Respondent, to sublease the subject property—the listing advertising the availability of the unit shall be open for at least 30 days, shall be posted in numerous open and electronically available formats including any and all public postings available through the SAN JOAQUIN COUNTY HOUSING AUTHORITY that are easily accessible by the public, and must include the following language: “OPEN TO ALL APPLICANTS! APPLICANTS OF ALL SOURCES OF INCOME, INCLUDING FAMILY DAYCARE HOMES, WELCOME!”
 - (d) Within 180 days of the Effective Date, all notices regarding compliance and review outlined in this Agreement shall be sent to the following email addresses at CRD: Vanessa.Chan@CalCivilRights.ca.gov, James.Zahradka@CalCivilRights.ca.gov, and ContactGCU@calcivilrights.ca.gov.
7. Except as provided for in Paragraph 16, the Parties shall each bear their own costs and attorneys’ fees incurred in connection with or in relation to the CRD Matter and/or this Agreement.

Acknowledgements

- 8. 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.
- 9. The existence, terms, and conditions of this Agreement, and the underlying factual information related to the CRD Complaint, are not confidential, and the Agreement and Addendum constitute a public record.
- 10. 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.

11. The Parties acknowledge that CRD does not waive its right to process any other complaints against Respondent 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 Respondent. Nor is CRD waiving its right to initiate a Director's Complaint based on allegations that are unrelated to any claims released pursuant to Paragraph 3 above.
12. Nothing in this Agreement shall be construed as an admission by Respondent of any misconduct, nor shall compliance with this Agreement constitute or be construed as an admission by Respondent of any misconduct or its agreement with any findings by CRD to date. This paragraph shall not, however, diminish or otherwise affect Respondent's obligations, responsibilities, and duties under this Agreement.
13. 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 or advice related to how this settlement will affect any public benefits, and to review this Agreement with an attorney or tax consultant, prior to signing.
14. 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.
15. This Agreement shall be construed and enforced pursuant to the laws of the State of California.
16. 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 pursue the CRD Complaint to the full extent of the CRD's legal authority.
17. 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.

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.

18. The terms of this Agreement are contractual in nature and are not merely recitals.
19. 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.
20. 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:

Name: Vanessa Chan

Signature: 

Date: 9/15/25

For Respondent:

Name:

Signature:

Date:

For Complainant:

Name: 

Signature: 

Date: 09/24/2025

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.

18. The terms of this Agreement are contractual in nature and are not merely recitals.
19. 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.
20. 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:

Name: Vanessa Chan


Signature: 

Date: 9/15/25

For Respondent:

Name:

Signature:



Date:

09 / 26 / 2025

For Complainant:

Name

Signature:

Date: