



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

SETTLEMENT AGREEMENT – Housing

CRD Case Number: [REDACTED]

HUD Case Number: N/A

Complainant:

Kevin Kish, in his official capacity as Director of the Civil Rights Department

Respondents:

Village at Redondo, LLC

Lyon Management Group, Inc. dba Lyon Living

Property Address: 300 The Village Drive, Redondo Beach, CA 90277 ("Subject Property")

Description: Multi-family residential property

No. of Units: 332

In exchange for the promises and representations set forth herein, the Civil Rights Department ("CRD") and Village at Redondo, LLC and Lyon Management Group, Inc. dba Lyon Living ("Respondents") (collectively the "parties"), agree to resolve the above-listed complaint ("CRD Complaint") 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 to the following affirmative relief:

- a. Respondents hereby acknowledge and affirm their ongoing commitment to abide by all applicable federal and California state fair housing laws, including the California Fair Employment and Housing Act and its regulations.
- b. Within 90 days of the Effective Date, Respondents will review their tenant screening policy, resident screening criteria, and rental application for all properties they own and/or manage in California, including the Subject Property, and revise those documents to eliminate any suggestion that Respondents automatically deny individuals with criminal convictions, including any provisions requiring that applicants have "a clear criminal history," "no felony convictions," or "no convictions of distribution of controlled substances or crime against a person or property," except to the extent a mandatory denial is required by federal law. Nothing in this provision prohibits Respondents from complying with any criminal-history requirements mandated by federal laws or regulations, including any applicable mandatory-denial rules for Project-Based Section 8 Housing.
- c. Within 90 days of the Effective Date, Respondents agree to send the leasing agent at the Subject Property and all other leasing agents in properties Respondents own and/or manage in California, to at least one (1) hour of fair housing training with a third-party fair housing organization at Respondents' expense. This obligation may be satisfied through attendance at on-line or virtual training seminars, including Zoom and webinar sessions. This includes CRD's own regularly offered 1-hour training on "Fair Housing and Criminal History", described online at <https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2023/09/CRD-Course-Catalog.pdf>.
- d. Within 60 days of the Effective Date, Respondents will distribute CRD's publication entitled "Fair Housing and Criminal History FAQ" to all Respondents' employees who are directly involved in the leasing of properties that Respondents own and/or manage in California. Distribution may be made electronically. The CRD Fair Housing and Criminal History FAQ is available on CRD's website: https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2020/04/Fair-Housing-and-Criminal-History-FAQ_ENG.pdf.

- e. Within 90 days of the Effective Date, Respondents will review their tenant screening policy, resident screening criteria, and rental application for all properties they own and/or manage in California, and revise them as necessary to ensure they are fully compliant with the California Fair Employment and Housing Act and its regulations. Within the same 90-day period, Respondents will distribute any revised materials to all company executives and staff responsible for screening prospective tenants at all properties Respondents own and/or manage in California, including the Subject Property.
 - i. As part of their review, Respondents will ensure that the materials described in paragraph 4(e) above are fully compliant with the California Fair Employment and Housing Act regulations on “Consideration of Criminal History Information in Housing.” (Cal. Code Regs. Tit. 2, §§ 12264 – 12270.)
 - ii. Respondents will ensure that their tenant screening policy, practices, and procedures encompass numbers 5, 6, and 7 of CRD’s Fair Housing and Criminal History FAQ. A copy of the FAQ is available online at: https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2020/04/Fair-Housing-and-Criminal-History-FAQ_ENG.pdf.
 - iii. Respondents will ensure that their tenant screening policy provides for reasonable accommodations from the screening policy itself for prospective tenants with disabilities.
- f. Within 60 days of the Effective Date, Respondents will ensure that the following CRD poster is publicly displayed at all properties they own and/or manage in California: Fair Housing Fact Sheet (CRD-H03P-ENG / November 2022), available at: https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2022/11/Fair-Housing-Fact-Sheet_ENG.pdf. Specifically, the poster should be displayed in the management or leasing office. Respondents will maintain the posters in these locations for a period of three (3) years from the Effective Date.
- g. For a period of three (3) years from the Effective Date, Respondents will submit reports to CRD on an annual basis starting December 1, 2026. The reports will list all applicants for all properties Respondents own and/or manage in California for whom Respondents received or learned that the applicant has a criminal history. Respondents will also make best efforts to

include in the report any prospective tenants for all properties Respondents own and/or manage in California for whom Respondents received or learned that the applicant has a criminal history. Each report will encompass all such prospective tenants and applicants from the year prior, and will include the following information:

- i. Numerical identifier for the prospective tenant and/or applicant;
- ii. A summary of any criminal history information Respondent received or reviewed;
- iii. A summary of Respondents' assessment of the criminal history information; and
- iv. The final outcome regarding the prospective tenant or tenant applicant.

Respondents will submit the reports via e-mail addressed to:
Nassim.Moallem@CalCivilRights.ca.gov and
ContactGCU@CalCivilRights.ca.gov.

- h. For a period of three (3) years from the Effective Date, Respondents agree to preserve all rental records, including applications, background checks, reference checks, rental agreements, and written communications with prospective tenants and applicants (collectively "Rental Records"). For a period of 60 days after Respondents have submitted each annual report as described in paragraphs 4(g), Respondents will permit CRD, upon request, to review the Rental Records associated with the prospective tenants and applicants listed in the report, as well as all other applications received for the units listed in the annual reports. Respondents may redact personally identifiable information from Rental Records, except for the years of birth and/or age.
- i. Within 120 days of the Effective Date, Respondents will inform CRD that Respondents have satisfied the promises set forth in paragraphs 4(a) through 4(f). Respondents will provide the following documents to CRD as verification of completion: a copy of their tenant screening policy, resident screening criteria, and rental application; training certificates showing completion of training as described in paragraph 4(c), which may have the names of the individual employees redacted; a signed declaration attesting to internal distribution of documents as described in 4(d) and (e) and displaying posters as described in 4(f). Respondents will send verification of compliance to CRD via e-mail addressed to

Nassim.Moallem@CalCivilRights.ca.gov and
ContactGCU@CalCivilRights.ca.gov.

5. In exchange for Respondents' promises in this Agreement, CRD agrees:
 - a. To close 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 Effective Date.
6. Nothing in this Agreement prevents the disclosure of factual information by either party as specified in California Code of Civil Procedure section 1001.
7. Nothing in this Agreement waives or limits CRD's ability to investigate or seek relief in any other charge against Respondents. In reliance on the promises made by the parties in the foregoing Agreement, CRD does not waive or limit its right to investigate or seek relief in any other charge against Respondents.
8. 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.
9. Notwithstanding Paragraph 8, 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.
10. In signing this Agreement, each party acknowledges that:
 - a. They have carefully read and fully understand the provisions of this Agreement;
 - b. They have knowingly and freely entered into this Agreement, without coercion; and
 - c. They have the authority to bind the entity or individual on whose behalf they have signed.

11. This Agreement is the sole and entire Agreement between the parties 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.

12. This Agreement may only be modified in a subsequent written agreement signed by the parties.

13. 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.

14. 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.

15. 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, and after first providing Respondents with notice and a reasonable opportunity to cure, to reopen the CRD Complaint, continue its investigation, and pursue the CRD Complaint to the full extent of CRD's legal authority.

16. 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.

17. This Agreement shall be interpreted under the laws of the State of California.

18. 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: 12/18/2025

Nassim Moallem, Attorney for CRD
CRD Representative's Name & Job Title (Print)


CRD Representative's Signature

Dated: 12/16/25

Village at Redondo, LLC

Respondent Name & Job Title (Print)

[REDACTED]

Respondent's Signature MICHAEL BACHETTLER, AUTHORIZED SIGNATORY

Dated: 12/16/25

Lyon Management Group, Inc. dba Lyon Living

Respondent Name & Job Title (Print)

[REDACTED]

Respondent's Signature HEATHER HEARTT, SR. VICE PRESIDENT, PROPERTY OPERATIONS