



Civil Rights Department

881 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-6884 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

CIVIL RIGHTS DEPARTMENT (CRD) SETTLEMENT AGREEMENT – Housing

CRD Case Number: [REDACTED]

HUD Case Number: N/A

Complainants:

The Ohio House LLC



Respondents:

City of Costa Mesa



Property Address: [REDACTED], Costa Mesa, CA 92627 (the
[REDACTED] Property)

Description: Common Interest Development

No. of Units: 5

In exchange for the promises and representations set forth herein, The Ohio House LLC, [REDACTED]

[REDACTED] ("Complainants") and the City of Costa Mesa and [REDACTED] ("Respondents") (collectively the "Parties"), agree to resolve the above-listed complaint filed with the Civil Rights Department ("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 Complainants' promises in this Agreement, Respondents agree:

a. Respondent City of Costa Mesa ("City") agrees to relieve Complainant The Ohio House LLC from strict compliance with the regulations set forth in CMMC Title 13, Chapter IV [Table 13-30] (Citywide Land Use Matrix), CMMC Title 13, Chapter XVI § 13-323 (MFD Group Home Zoning Permits) and CMMC Title 9, Chapter II, Article 23 (Group Home Operator's Permit) as Reasonable Accommodations.

1) The Reasonable Accommodations provided to Complainants under this paragraph 4(a), do not run with the land. Instead, as Reasonable Accommodations, they arise from an individualized assessment of the facts and circumstances related to the Complainants and dwellings at issue in this CRD Complaint. Accordingly, the Reasonable Accommodations granted pursuant to Paragraph 4(a) and further specified in the Parties' Settlement Agreement apply solely to the [REDACTED] Property, solely for the period that the [REDACTED] Property is used or operated by the Complainant The Ohio House LLC, and only so long as the [REDACTED] Property is used and operated by Complainant The Ohio House LLC as housing for persons with disabilities.

b. To release and forego from bringing against Complainants, 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. As separate affirmative relief, Respondent City shall, in good faith, participate in discussions about revisions to its zoning code's definitions and regulations regarding group homes, as well as its reasonable accommodation process, with CRD Legal. Those revisions to be discussed shall be, at a minimum to:

a. Address the issues specified in HCD's November 29, 2023 technical assistance letter and elaborated on in HCD's June 9, 2026 technical assistance letter to the City; and

b. Evaluate the Respondent City's reasonable accommodation process and its legal compliance within CRD's jurisdiction;

c. Should the Respondent City and CRD Legal be unable to reach agreement on these revisions, they may request referral to CRD for mediation. CRD Legal reserves the right to, in the Director's sole discretion, file a Director's Complaint and/or civil lawsuit related to Respondent City's group home-related policies should agreement not be reached. HCD's enforcement authority, including a potential referral to the Office of the Attorney General for legal action related to the Respondent City's group home-related policies, as well as the Respondent City's compliance with state housing law more generally, is unaffected by this Agreement.

d. Within 60 days of the date when this Agreement takes effect, to inform Complainant's counsel and the CRD that Respondents have satisfied the promises set forth in Paragraphs 4 and 5. Respondents will inform Complainants of compliance by email to Christopher Brancart, cbrancart@brancart.com. Respondents will inform the CRD of compliance via e-mail addressed to Contact@CU@CalCivilRights.ca.gov.

6. In exchange for Respondents' promises in this Agreement, Complainants agree:

a. To the closure of the CRD Complaint.

b. Consistent with the provisions of the Fair Chance Act, Government Code section 12962 and California Code of Regulations, Title 2, section 11017.1, and its implementing regulations, Complainant The Ohio House LLC shall notify applicants to whom it has made a conditional job offer that it intends to conduct a criminal background check on the individual in order to perform the individualized assessment required as to whether the applicant's criminal history includes convictions which are directly related to the job duties of the position being offered. Complainant The Ohio House shall carefully consider, in this individualized assessment, whether a person who had been convicted of the sale or furnishing of a controlled substance, arson, falsifying a drug test, or an offense subject to registration pursuant to Penal Code § 290(c), can perform the duties of the position without risk to the residents.

c. 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 Complainants 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 titled, "Settlement 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, and after first providing Respondents with notice and an opportunity to cure, to reopen the CRD Complaints,

continue its investigation, and pursue the CRD Complaints 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: 21/10/2026 [REDACTED] Authorized Agent
The Ohio House LLC
[REDACTED] 12/22/07 PDT
Complainant's Signature

Dated: 22/10/2026 [REDACTED]
Complainant
[REDACTED] Oct 22, 2026 08:06:31 PDT
Complainant's Signature

Dated: 21/10/2026 [REDACTED]
Complainant
[REDACTED] Oct 21, 2026 16:09:46 PDT
Complainant's Signature

Dated: 22/10/2026 [REDACTED]
Complainant
[REDACTED] Oct 22, 2026 15:45:38 PDT
Complainant's Signature

Dated: 22/10/2026 [REDACTED]
Complainant
[REDACTED] Oct 22, 2026 21:13:46 MDT
Complainant's Signature

Dated: 23/10/2026

[REDACTED]
Complainant

[REDACTED] 37:24 PDT
Complainant's Signature

Dated: 10/26/2026

John Stephens Mayor
City of Costa Mesa (Name and Title)

[REDACTED]
Respondent's Signature

Dated: 10/26/2026

[REDACTED]
Director of Community Development, City of Costa Mesa

[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] 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: 10/28/2026

Chhaya Malik, Deputy Director of Dispute Resolution
Nina Paul, Assistant Chief Counsel
Department Representative's Name & Job Title

[REDACTED]
Department Representative's Signature