

SETTLEMENT AGREEMENT AND RELEASE

1. **PARTIES**: The parties to this Settlement Agreement and Release (“Agreement”), dated August 23, 2024 for identification purposes only, are Linda Harding (“Plaintiff”), on the one hand, and Aperto Property Management, Inc., a California corporation (“Aperto”), Park Stanton Place, a California Limited Partnership (“Park Stanton”), and Foundation for Affordable Housing II, Inc., a California corporation (“Foundation” and with Park Stanton collectively referred to as “Landlord”; Aperto and Landlord will sometimes be collectively referred to as “Defendants”), on the other hand. Together, Plaintiff and Defendants are referred to herein as the “Parties” and/or individually referred to herein as a “Party” to this Agreement. There are no intended beneficiaries of this Agreement other than as specifically stated hereinbelow.

2. **RECITALS**:
 - 2.1. Whereas, on January 8, 2024, Plaintiff filed a Complaint in the United States District Court for the Central District of California against Defendants entitled *Harding v. Aperto Property Management, Inc. et al.*, Case No.: 8:24-cv-00040 (the “Lawsuit”);
 - 2.2. Whereas, in the Lawsuit, Plaintiff alleges causes of action for violations of the Fair Housing Amendments Act of 1988 (42 U.S.C. § 3601 *et seq.*), California Fair Employment and Housing Act (Gov’t Code § 12955 *et seq.*), California Unruh Civil Rights Act (Cal. Civ. Code § 51 *et seq.*), California Disabled Persons Act (Cal. Civ. Code § 54.1 *et seq.*), and Negligence (Civ. Code, § 1714), related to the Defendants’ ownership, operation and/or management of a multi-family apartment complex located at 7622 Katella Avenue in the City of Stanton, California (hereinafter “Subject Property”);
 - 2.3. Whereas, Aperto operated as the property management company for Landlord at the Subject Property during the time of the alleged claims asserted in the Lawsuit, and has since ceased operating as the property management company for Landlord;
 - 2.4. Whereas, without admitting any liability or fault, the Parties wish to, and hereby do, resolve any and all disputed issues between them arising out of or related to the allegations made in the Lawsuit, solely in a good-faith attempt to settle a disputed claim and avoid the expenses of protracted litigation; and
 - 2.5. Whereas, it is the intention of the Parties to, and the Parties hereby do, finally and forever settle and dispose of, fully and completely, any and all claims, potential claims, complaints, demands, and causes of action reflected in the Lawsuit, which could have been raised against Defendants in the Lawsuit, or which may have arisen prior to the effective date of this Agreement from the same operative facts as those alleged in the Lawsuit.

NOW, THEREFORE, the Parties agree as follows:

1. **INCORPORATION OF RECITALS:** The recitals are hereby incorporated into this Agreement as though fully set forth here.
2. **HEADINGS:** The section and other headings contained in this Agreement are for reference purposes only and shall not affect the meaning or construction of this Agreement.
3. **EFFECTIVE DATE:** The “Effective Date” of this Agreement shall be the date on which the last Party hereto has executed the Agreement.
4. **NON-MONETARY RELIEF:**
 - 4.1. Within thirty (30) days of the Effective Date, Landlord shall adopt and implement an objective, uniform, nondiscriminatory standards for the management of the Subject Property, in a form similar to that which is attached hereto as Exhibit 1;
 - 4.2. Within thirty (30) days of the Effective Date, Landlord shall adopt and implement a reasonable accommodation policy at the Subject Property that is consistent with the Fair Housing Amendments Act and California Fair Employment and Housing Act in a form similar to that which is attached hereto as Exhibit 2; and,
 - 4.3. Within sixty (60) days of the Effective Date, Park Stanton shall have its employees involved in the leasing of residential units at the Subject Property (whether they are directly employed by Park Stanton or indirectly employed to perform leasing of residential units at the Subject Property) take a fair housing training through an online provider (<https://training.fairhousinginstitute.com/group-account/> which is pre-approved) or another provider to be agreed upon between the Plaintiff and Landlord;
5. **SETTLEMENT SUM:** In full and final settlement of Plaintiff’s claim for monetary damages related to the Lawsuit, Defendants (in any allocation they determine by and between themselves) shall pay Plaintiff the total sum of sixty-two thousand five hundred dollars (\$62,500) (the “Settlement Sum”). Each party shall otherwise bear its own attorneys’ fees and costs in relation to the Lawsuit and settlement of the Lawsuit.
 - 5.1. Defendants shall cause payment of the Settlement Sum to be made within thirty (30) days of receipt of this executed Agreement and IRS W-9 forms executed by Plaintiff and Plaintiff’s counsel at the Elder Rights and Disability Law Center.
 - 5.2. Payment shall be made by check payable to “Elder Law and Disability Rights Center” and delivered to Plaintiff’s counsel, Brooke Weitzman, at the following address: Elder Law and Disability Rights Center, 1535 17th St., Ste. 110, Santa Ana, CA 92705 or by wire transfer

to the Elder Law and Disability Rights Center, via routing number 122235821 and account number 158222512515.

5.3. Plaintiff understands and acknowledges that she is responsible for all taxes that may be imposed and/or which she is legally responsible to pay, as a result of this Agreement. Plaintiff agrees that, should any taxing authority assess any taxes, penalties or interest against her as a result of the Settlement Sum, she is solely responsible for those taxes, penalties, or interest.

3. **STIPULATION FOR SETTLEMENT AND RETENTION OF JURISDICTION**: Within five (5) business days of the Effective Date, the Parties agree to file a Joint Motion Requesting that the Court Retain Jurisdiction to Enforce the Terms of the Parties' Settlement Agreement and Stipulation for Conditional Dismissal Pursuant to Fed. R. Civ. P. 41(a)(2) asking the Court to retain jurisdiction to enforce the terms of this Agreement and dismiss this Lawsuit with prejudice.

4. **DISPUTES**: If any dispute arises between the Parties with respect to the matters covered by this Agreement which leads to a proceeding to resolve such dispute, the prevailing party in such proceeding shall be entitled to receive its reasonable attorneys' fees and out-of-pocket costs incurred in connection with such proceeding, in addition to any other relief to which such prevailing party may be entitled.

6. **RELEASES AND COVENANTS**: In consideration of the mutual releases contained herein, and for other good and valuable consideration, the receipt of which is acknowledged by each Party, Plaintiff promises, agrees, and releases as follows:

6.1. Except as to such rights or claims as may be created by this Agreement, Plaintiff hereby releases, remises, and forever discharges Defendants and its respective predecessors in interest, successors and assigns, affiliates, parents, related corporations and/or entities, subsidiaries, owners, directors, heirs, executors, partners (including its general partners), managers, members, trusts, trustees, heirs, beneficiaries, shareholders, alter egos, insurers, carriers, and underwriters, principals, supervisors, officers, employees, property managers, agents, representatives, administrators, and attorneys, and each of them, and all persons acting by, through, under or in concert with such persons (collectively with Defendants, the "Defendants Released Parties"), from any and all actual claims, potential claims, obligations, debts, injuries, demands, and cause or causes of action of any kind or nature whatsoever, whether known or unknown, anticipated, suspected, fixed, conditional, or contingent based on, arising out of, in connection with, or relating in any way to any dealings between the Defendants Released Parties, on the one hand, and Plaintiff on the other hand, prior to the Effective Date of this Agreement, including without limitation, reflected in the Lawsuit, and any other claims, demands, or causes of action, known or unknown, foreseen or unforeseen, which Plaintiff has or may have against Defendants Released Parties related to the Subject Property, for damages

and/or losses, emotional injury, physical injury, mental injuries and/or any damages based on, arising out of, in connection with, or relating in any way through the Effective Date, including, but not limited to, those which may have arisen from the same or similar operative facts as those alleged in the Lawsuit and those which were, or which could have been raised in the Lawsuit or otherwise.

- 6.2. Plaintiff acknowledges that she has been advised to seek legal counsel or been given the opportunity to obtain legal counsel or has been represented by legal counsel and is familiar with the provisions of California *Civil Code* § 1542. As to the matters released herein, Plaintiff expressly waives, to the full extent permitted by law, all rights pursuant to §1542 of the California *Civil Code* which provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.

Plaintiff acknowledges that she is aware that she and/or her attorneys may discover facts in addition to or different from those which they now know or believe to be true with respect to the subject matter of this Agreement, but that it is her intention to settle and release fully, finally and forever, any and all disputes and differences, known and unknown, suspected and unsuspected, which now exist, may exist, have existed, or hereafter may exist in the future between them relating to the subject matter of this Agreement.

Plaintiff acknowledges that she understand the effect and importance of the provisions of California *Civil Code* § 1542 and further acknowledges and agree that this waiver of rights under Section 1542 of the *Civil Code* has been separately bargained for and is an essential and material term of this Agreement, and without such waiver, this Agreement would not have been entered into.

Plaintiff understand that the facts in respect of which this Agreement and release is given may hereafter turn out to be other than or different from the facts in connection therewith now believed by it to be true; and Plaintiff hereby accepts and assumes the risk of the facts turning out to be different and agrees that this release shall be and remain in all respects effective and not subject to termination or rescission by virtue of any such difference in facts.

7. **NO ASSIGNMENT**: Plaintiff hereby warrants and represents that Plaintiff has not assigned or transferred, or purported to assign or transfer, voluntarily, involuntarily, or by operation of law,

any legal right subject to this Agreement, or any part or portion thereof, to any person or entity not a party to this Agreement.

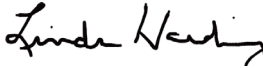
8. **NO ADMISSION OF LIABILITY:** The Parties agree that neither this Agreement nor anything said in the negotiation hereof shall constitute an admission of liability, an acknowledgement of wrongdoing of any kind, or an admission or concession by either Party on any point of fact or law. Neither this Agreement nor any of its terms shall be used as an admission or introduced as evidence as to any issue of law or fact in any action, other than an action to enforce this Agreement. This Agreement reflects, among other things, the compromise and settlement of disputed claims.
9. **KNOWING AND VOLUNTARY:** In executing this Agreement, it is understood and agreed that the Parties rely wholly on their own judgment, belief, and knowledge of the nature extent, and duration of the alleged damages, and that the Parties have not been influenced to any extent in executing this Agreement by any representations or statements, regarding alleged damages or regarding any other matter, made by the Parties or by any person or persons representing the Parties.
10. **COVENANT NOT TO SUE.** Plaintiff agrees that she will forever refrain and forebear from commencing, instituting or prosecuting any lawsuit, action or other proceeding or administrative action and/or proceeding against the Defendants Released Parties, based on, arising out of, or in connection with any claim, debt, liability, demand, obligation, cost, expense, action, or cause of action that is released and discharged by reason of this Agreement, Subject Property, and/or the Recitals above.
11. **INVALIDITY OF ANY PROVISION:** If any provision of this Agreement is held to be invalid, unenforceable or contrary to any public policy, law, statute and/or ordinance, the remainder of this Agreement shall remain in effect and be valid and fully enforceable.
12. **COPIES:** In any action or proceeding relating to this Agreement, a true and correct copy of this Agreement shall be admissible to the same extent as the original Agreement.
13. **CONTROLLING LAW:** This Agreement is entered into in the State of California and shall in all respects be interpreted, enforced and governed by the laws of the State of California.
14. **DRAFTING OF THIS AGREEMENT:** Each of the Parties hereto represents that they or it fully participated in the drafting and terms of this Agreement. Accordingly, any ambiguities in the terms of this Agreement shall not be construed against either of the Parties and any doctrine of law regarding interpretation of any such ambiguities in the terms and provisions of this Agreement against the Party drafting this Agreement shall not be applicable.
15. **NO DURESS.** The Parties each represent and warrant that they are entering this Agreement freely, voluntarily and without coercion.
16. **INTEGRATION:** This Settlement Agreement and Release constitutes an integration of the entire understanding and agreement of the Parties and supersedes all prior negotiations and understandings concerning the subject matter of this Agreement. Any representations, warranties,

promises, or conditions, whether written or oral, not specifically and expressly incorporated in this Agreement, shall not be binding on the Parties, and the Parties each acknowledge that they have not relied, in entering into this Agreement, on any representation, warranty, promise or condition, not specifically and expressly set forth in this Agreement. This Agreement may not be amended,

17. **TERMS ARE CONTRACTURAL:** The terms of this Agreement are contractual and not a mere recital.

18. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery by the Parties of at least one set of counter parts. The Parties hereby authorize each other to detach and combine original signature pages and consolidate them into a single and identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement. Signatures via facsimile and/or electronic signatures shall be acceptable and shall be considered original signatures for all purposes.

IN WITNESS WHEREOF, the Parties hereto have respectfully and duly executed this Agreement in multiple counterparts or have caused it to be executed on their behalf.

Dated: 08 / 28 / 2024 By: 
Linda Harding

Dated: _____ By: _____
Print Name: Ed Quigley
Title: President/Chief Executive Officer
For Defendant Aperto Property Management, Inc., a
California corporation

Dated: _____ By: _____
Print Name: _____
Title: _____
For Defendant Park Stanton Place, a California Limited
Partnership

Dated: _____ By: _____
Print Name: _____
Title: _____
For Defendant Foundation for Affordable Housing II, Inc., a
California corporation

condition, not specifically and expressly set forth in this Agreement. This Agreement may not be amended,

- 17. **TERMS ARE CONTRACTURAL:** The terms of this Agreement are contractual and not a mere recital.
- 18. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery by the Parties of at least one set of counter parts. The Parties hereby authorize each other to detach and combine original signature pages and consolidate them into a single and identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement. Signatures via facsimile and/or electronic signatures shall be acceptable and shall be considered original signatures for all purposes.

IN WITNESS WHEREOF, the Parties hereto have respectfully and duly executed this Agreement in multiple counterparts or have caused it to be executed on their behalf.

Dated: _____ By: _____
Linda Harding

Dated: August 27, 2024 By: Ed Quigley
Print Name: Ed Quigley
Title: President/Chief Executive Officer
For Defendant Aperto Property Management, Inc., a
California corporation

Dated: _____ By: _____
Print Name: _____
Title: _____
For Defendant Park Stanton Place, a California Limited
Partnership

Dated: _____ By: _____
Print Name: _____
Title: _____
For Defendant Foundation for Affordable Housing II, Inc., a
California corporation

promises, or conditions, whether written or oral, not specifically and expressly incorporated in this Agreement, shall not be binding on the Parties, and the Parties each acknowledge that they have not relied, in entering into this Agreement, on any representation, warranty, promise or condition, not specifically and expressly set forth in this Agreement. This Agreement may not be amended,


17. **TERMS ARE CONTRACTURAL:** The terms of this Agreement are contractual and not a mere recital.

18. **COUNTERPARTS:** This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument. This Agreement shall not be effective until the execution and delivery by the Parties of at least one set of counter parts. The Parties hereby authorize each other to detach and combine original signature pages and consolidate them into a single and identical original. Any one of such completely executed counterparts shall be sufficient proof of this Agreement. Signatures via facsimile and/or electronic signatures shall be acceptable and shall be considered original signatures for all purposes.

IN WITNESS WHEREOF, the Parties hereto have respectfully and duly executed this Agreement in multiple counterparts or have caused it to be executed on their behalf.

Dated: _____ By: _____
Linda Harding

Dated: _____ By: _____
Print Name: Ed Quigley
Title: President/Chief Executive Officer
For Defendant Aperto Property Management, Inc., a
California corporation

Dated: September 3, 2024 By: 
Print Name: _____
Title: _____
For Defendant Park Stanton Place, a California Limited
Partnership


Dated: September 3, 2024 By: 
Print Name: _____
Title: _____
For Defendant Foundation for Affordable Housing II, Inc., a
California corporation

EXHIBIT 1



FAIR HOUSING POLICY

Park Stanton Place, a California limited liability partnership (“Landlord”), including its agents and employees, is committed to following the letter and spirit of the Federal Fair Housing Act by respecting the diversity and differences within our customer base and providing equal professional service to all, without regard to race, color, religion, sex (including gender identity and sexual orientation), disability, familial status, or national origin.

Landlord, including its employees, is also committed to following the letter and spirit of California’s Fair Employment and Housing Act, by respecting the diversity and differences within our customer base and providing equal professional service to all, without regard to the race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information of that person.

Landlord, is committed to keeping informed about fair housing laws and practices and will not tolerate non-compliance. This commitment will be demonstrated through the general practices of Landlord, including but not limited to its advertising, screening, and rental practices. Landlord will additionally inform its clients and customers about their rights and responsibilities under the fair housing laws.

Non-discrimination Statement

Landlord, complies with the letter and spirit of the federal, state, and local laws prohibiting discrimination in the rental of housing accommodations. In accordance with these laws, no qualified person will be denied housing or otherwise discouraged from obtaining housing by Landlord, because of their race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, familial status, source of income, disability, veteran or military status, or genetic information.

EXHIBIT 2



REASONABLE ACCOMMODATION / MODIFICATION POLICY

Park Stanton Place, a California limited liability partnership (“Landlord”) is an equal housing opportunity provider. Landlord agrees to provide reasonable accommodations to policies, practices, procedures and services, and to allow physical modifications to structures and facilities, for persons with disabilities so that they have an equal opportunity to the full use and enjoyment of their homes.

Information about your right to ask for changes that can help you:

1. If you have a disability, and as a result you need a change to a rule, policy, or procedure to make it easier for you to use or enjoy your housing, you can ask for a **reasonable accommodation**. An example of a reasonable accommodation is the waiver of a “no pet” rule to allow a disabled person to live with their service animal.
2. If you have a disability, and as a result you need a physical change to your unit or in common areas that would make it easier for you to use or enjoy your housing, you can ask for a **reasonable modification**. An example of a reasonable modification is grab bars in a bathroom.

Your Request:

If you have a disability and need an accommodation or modification, contact Landlord, through its on-site manager (“Manager”) at _____.

You will be asked to fill out the form at the end of this document to help make and document your request (EXHIBIT 2-2). It is our preference that you fill out this form, but we will consider your request even if you do not. If you want to fill out the form but need help due to a disability, let Manager know.

Response to Your Request:

In nonemergency situations, we will respond to your accommodation or modification request within 5 business days (excluding holidays and weekends), unless there's a delay in getting the information we require, or if you agree to give us more time. We will respond to your request in writing.

If we need more information to process your request, we will let you know. This is called the **interactive process**. We may need more information about your disability or about the connection between your disability, your request, and your ability to use and enjoy your housing.

If we deny your request, we will provide a written explanation for our decision. You can provide us with more information if you believe our decision is wrong. Requests can only be denied if they are too expensive and burdensome or if they change the nature of the services we usually provide as a landlord.

If we cannot grant your request, we will talk to you and try and figure out an alternative solution. This also part of the **interactive process**. We will use our best efforts to find a solution that works for everyone.

Confidentiality:

Any information you provide about your disability and need for accommodation or modification will only be used to help us evaluate your request. Your information can only be shared with the members of our staff who are responsible for making decisions about or implementing accommodations and modification requests.

Verification Process:

If your need for a requested accommodation or modification is obvious, we will not ask you for additional verification. For example, if you use a wheelchair and ask to be assigned an accessible parking space, we will not ask you for verification of your disability or need for that accommodation.

If the need for your requested accommodation or modification is not clear, we may seek verification on the form attached as [EXHIBIT 2-1]. We will help you in completing and submitting the verification form, as needed. Reliable individuals with relevant information can provide the verification, such as social workers, teachers, other people with specific information, and medical professionals. Verifications do not necessarily need to be provided by doctors or other professionals.

The verification request will only ask for the specific information needed to determine if the requested accommodation or modification is needed to provide the person with a disability an equal opportunity to use and enjoy their housing. No detailed information regarding the nature or scope of the disability, medical records or medical history will be requested or reviewed.

Documentation:

Landlord, through Manager, will keep a dated log documenting all reasonable accommodation and modification requests and responses. The log shall include:

1. The name of the person making the request (and unit for current tenants)
2. Nature of the request
3. Date of the request.
4. Whether the request was granted or denied.
5. Date the request was provided or denied.

Resources:

For information on your right to reasonable accommodations and modifications in housing:

1. Joint Statement of the Department of housing and Urban Development and Department of Justice on Reasonable Accommodations:
<https://www.hud.gov/sites/dfiles/FHEO/documents/huddojstatement.pdf>
2. Joint Statement of the Department of housing and Urban Development and Department of Justice on Reasonable Modifications:
https://www.hud.gov/sites/documents/reasonable_modifications_mar08.pdf

EXHIBIT 2-1



Request for a Reasonable Accommodation/Modification Form

Name: _____
Address and Unit Number: _____
Telephone/Email: _____
Date: _____

Please describe the accommodation(s) and/or modification(s) you are requesting:

- 1. I am requesting the following change in policy, practice, or procedure** (e.g., change in rental payment date, authorization for a service or companion animal, a live-in caregiver, etc.):

- 2. I am requesting a physical change to my unit or common area** (e.g., a ramp to enter my unit, grab bars, lowered counters):

Please note: *in most instances, the tenant is responsible for the costs of any physical change to their unit or common areas needed due to a disability*

Are you disabled? A disability is a mental or physical condition that limits a major life activity. Major life activities are things like breathing, thinking, eating, sleeping, working, socializing, walking, etc.

YES _____ NO _____

Describe the connection between your disability and the accommodation or modification you are requesting (e.g., My disability makes it hard for me to hear my doorbell or fire alarm, and my service dog alerts me to those things.)

Please Note: *It is NOT necessary to provide your specific diagnosis, names of medications or other medical information about your disability when answering this question.*

Please return this request to the onsite manager for Park Stanton Place, a California limited liability partnership. If the connection between your disability and the accommodation/modification you are requesting is not clear, we might ask for verification. We will notify you promptly if we need verification. If we need verification, we will ask you to fill in the below requested name and contact information for a third party familiar with your disability.

EXHIBIT 2-2



Verification: Request for Reasonable Accommodation/Modification

Name of person requiring an accommodation or modification:

Description of the accommodation or modification requested:

I understand that under state law, an individual is disabled if he/she has a physical or mental impairment that limits one or more major life activities, has a record of such impairment, or is regarded as having such impairment. Major life activities include walking, seeing, hearing, speaking, breathing, thinking, communicating, learning, performing manual tasks, and caring for oneself.

I certify that _____ has a disability which meets the definition stated above.

I verify that this request is directly related to his/her disability and is necessary to afford him/her the opportunity to access housing, maintain housing, or fully use/enjoy housing.

The following is a brief explanation of the relationship between the need for the accommodation or modification and the person's disability. (e.g.: *Patient's disability causes him/her to lose balance easily; they are at significant risk of falling unless grab bars are installed in the shower and near the toilet.*)

I certify that the information above is true and correct.

Signature:

Date:

Printed Name:

Professional Title:

Name of Workplace (if applicable): _____

Address: _____

Phone Number: _____

Email Address: _____