

**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: 202403-23888208****HUD Case Number: 09-24-4898-8****Complainants:**

Donna Crocker

Mel Crocker

Respondents:

Happy Wanderer Community Association

The Management Association, Inc. dba The Management Trust

Gord Munro

Property Address: 84250 Indio Springs Drive, Unit 29, Indio, CA 92203**Description:** Lot**No. of Units:** n/a

In exchange for the promises and representations set forth herein, Donna Crocker and Mel Crocker ("Complainants") and Happy Wanderer Community Association dba Indio Springs RV Resort ("ISRVR"). The Management Association, Inc. dba The Management Trust ("TMT"). and Gord Munro ("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.

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.

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").

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. Respondents will immediately cease requiring Complainant Donna Crocker to publicly post an Assistance Animal Permit at the subject property. Within three (3) days of the date this Agreement takes effect, Respondents will remove Complainant Donna Crocker's name from the publicly available list of assistance animals within ISRVR. Complainant Donna Crocker will not be required to provide updated information regarding her need for an assistance animal for the 2024-2025 season.
 - b. Respondents acknowledge and affirm that while in ISRVR, Complainant Donna Crocker is permitted to walk her recognized service dog on a tether not to exceed thirty-six (36) inches in its total length.
 - c. Within 90 days of the date this Agreement takes effect, Respondent ISRVR will revise its Assistance Animal Policy to remove the requirement that assistance animals be included on the publicly available list of animals within ISRVR. Management will continue to maintain a private list of assistance animals within ISRVR. The private list will only be viewable by Respondents and agents of same who have need of the information contained on such private list. If a resident contacts Respondents regarding the presence or conduct of an animal within ISRVR, and the animal is an assistance animal, Respondents can inform the resident as to whether the presence or conduct of the animal is allowed.
 - d. Within 90 days of the date this Agreement takes effect, Respondent ISRVR will revise its Assistance Animal Policy to remove the requirement that residents with assistance animals publicly post an Assistance Animal Permit. The Assistance Animal Policy may encourage residents to choose to post a permit to avoid unnecessary complaints and friction with others within ISRVR in relation to the conduct of an assistance animal, while clearly stating that the decision to do so is entirely voluntary.
 - e. Within 90 days of the date this Agreement takes effect, Respondent ISRVR will revise its Assistance Animal Policy to provide that residents who rely on an assistance animal should notify Respondents if their need for an assistance animal, or the identity of the assistance animal, changes. Otherwise, they should notify ISRVR at least every three (3) years of their continuing need for an assistance animal, including identifying the specific animal that is providing such assistance.

- f. Within 90 days of the date this Agreement takes effect, Respondents will ensure that the Directors and General Manager of Respondent ISRVR each complete three (3) hours of training on federal and California State fair housing laws, including the laws governing the rights of individuals with disabilities who rely on assistance animals.
- g. Within 30 days of the date this agreement takes effect, Respondents will send a letter to the members of ISRVR, which includes the following information: (1) a Complaint was filed with the California Civil Rights Department against Respondents; (2) the Complaint concerned Respondents' Assistance Animal Policy; (3) the Complaint was resolved through a voluntary mediated agreement to the mutual satisfaction of the parties; (4) no party has admitted to fault or liability; (5) the individuals indicated in paragraph 4(f) above have volunteered to complete fair housing training; (6) Respondent ISRVR is subject to the provisions of the California Fair Employment and Housing Act concerning assistance animals; and (7) there is an updated copy of the public list of animals permitted within ISRVR available on ISRVR's website. At the discretion of Respondents, the letter may also state that Respondents were represented by legal counsel in defense of the Complaint and the associated cost. The letter will not identify Complainants by name, however, pursuant to California Civil Code § 5200(a)(4), this Agreement may be made available to any ISRVR member who requests inspection.
- h. Respondents acknowledge and affirm that, per the Assistance Animal Policy, assistance animals are not required to wear any type of vest, badge, or other identification while in ISRVR.
- i. Within 30 days of the date this Agreement takes effect, Respondent ISRVR will pay \$1000, as a charitable donation, to: Inland Fair Housing and Mediation Board, a 501(c)(3) fair housing organization, whose mailing address is 3175-D Sedona Court, Suite 2, Ontario, CA 91764.
- j. Within 30 days of the date this Agreement takes effect, Respondent ISRVR will pay \$500, as a charitable donation in Complainant Donna Crocker's name, to: Our Father's Persistent Love Ministries, Inc., a 501(c)(3), whose mailing address is P.O. Box 871, Oakhurst, NJ 07755.
- k. Within 120 days of the date when this Agreement takes effect, to inform Complainants and the CRD that Respondents have satisfied the promises set forth in this Paragraph 4. Respondents will inform Complainants of compliance via e-mail addressed to their advocate: douglas@HOAdvocate.com. Respondents will inform the CRD of compliance via e-mail addressed to DRDCompliance@CalCivilRights.ca.gov. The parties understand and acknowledge that the CRD will not monitor compliance with paragraphs 5(c) and (d) of this Agreement.

- I. 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. In exchange for Respondents' promises in this Agreement, Complainants agree:
 - 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.
 - c. Complainants agree to abide by Respondents' Assistance Animal Policy, including the following terms: when Complainant Donna Crocker walks her recognized service dog around the common areas of ISRVR, she will do so on a tether that is no more than 36 inches long; she will not permit her service dog to enter onto any lots unless she has been invited to do so; she will clean up her service dog's waste to prevent foul odors or unsanitary conditions within ISRVR; and if Ms. Crocker's service dog is being walked by a third party, they will abide by the rules of Respondents' Pet Policy and carry or transport the service dog outside of ISRVR without placing her paws on the ground. These are specific examples of provisions in the Assistance Animal Policy. Should the Assistance Animal Policy ever be changed, and any of these examples be removed from the Assistance Animal Policy, it is understood that Complainants must follow the then current Assistance Animal Policy.
 - d. Complainants understand and acknowledge that by virtue of assistance animals being afforded access within ISRVR that is denied to residents' pets, other residents may infer or deduce that Complainant Donna Crocker's animal is a recognized assistance animal.
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.

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. The parties understand and acknowledge that the CRD will not monitor compliance with paragraphs 5(c) and (d) of this Agreement.


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: Oct 10, 2024

Donna Crocker
Complainant Name (Print)


donna crocker (Oct 10, 2024 18:50 PDT)

Complainant's Signature

Dated: Oct 10, 2024

Mel Crocker
Complainant Name (Print)


mel crocker (Oct 10, 2024 18:52 PDT)

Complainant's Signature

Dated: _____

Happy Wanderer Community Association
Respondent Name & Job Title (Print)

Respondent's Signature

Dated: _____

The Management Association, Inc. dba The Management Trust
Respondent Name & Job Title (Print)

Respondent's Signature

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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: _____

Donna Crocker
Complainant Name (Print)

Complainant's Signature


Dated: _____

Mel Crocker
Complainant Name (Print)

Complainant's Signature


Dated: 15 Oct 2024

Happy Wanderer Community Association
Respondent Name & Job Title (Print)
G.H.Munro, ISRV Board President


Respondent's Signature

Dated: _____

The Management Association, Inc. dba The Management Trust
Respondent Name & Job Title (Print)

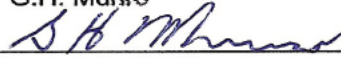

Respondent's Signature

Dated: 15 Oct 2024

Gord Munro

Respondent Name (Print)

G.H. Munro



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 **202403-23888208** and HUD Case **09-24-4898-8**, 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: Oct 23, 2024

Nina Paul, Assistant Chief Counsel

Department Representative's Name & Job Title (Print)



Department Representative's Signature