

D-1-GN-26-000711

Cause No. _____

COMMUNITY CAPITAL PARTNERS LP, §
and **EPIC REAL PROPERTIES, INC.,** §
Plaintiffs, §

v. §

TEXAS WORKFORCE COMMISSION, §
RANDY TOWNSEND, *in his official capacity* §
as Executive Director of the Texas Workforce §
Commission, and BRYAN SNODDY, *in his* §
official capacity only as Director of the Texas §
Workforce Commission Civil Rights Division. §
Defendants.

IN THE DISTRICT COURT

201ST, DISTRICT COURT

____ **JUDICIAL DISTRICT**

TRAVIS COUNTY, TEXAS

**PLAINTIFFS’ ORIGINAL PETITION, APPLICATION FOR TEMPORARY AND PERMANENT
INJUNCTION, AND REQUEST FOR WRIT OF MANDAMUS**

Plaintiffs Community Capital Partners LP and EPIC Real Properties, Inc. (“Plaintiffs”) bring this action because senior officials of the Texas Workforce Commission have trapped Plaintiffs in a process that has no clear rules, no clear end, and no meaningful way out. Defendants are using administrative complaints written by the Commission itself to justify doing nothing, even though the law and a binding settlement agreement require them to act.

This case is not about whether the Commission may investigate fair-housing complaints. It is about what happens when a government agency exercises power without providing notice, without following required procedures, and without allowing the affected party any path to resolution.

The Commission previously filed a fair-housing complaint against Plaintiffs through its own Executive Director. That complaint was resolved through a written Conciliation Agreement that expressly settled the matter in full and required the Commission to close it permanently.

Plaintiffs agreed to significant obligations in exchange for finality and certainty. The Commission agreed to conciliation instead of continued enforcement.

Despite that agreement, the Commission has now issued a new administrative complaint (again written by its own staff) involving the same property and largely the same alleged conduct. The complaint was again written and filed by the Commission itself. Defendants now point to the existence of that Commission-authored complaint as the reason they refuse to carry out their duties under the Conciliation Agreement and under Chapter 301 of the Texas Property Code.

The result is a system in which the Commission acts as the accuser, the author of the charges, the gatekeeper of the process, and the final decision-maker, all at once. Plaintiffs are told that action cannot be taken because a complaint is pending, yet they are denied the notice, investigation, findings, and resolution that the law requires when a complaint exists. The complaint serves no purpose other than to create delay.

This is not due process. Neither Chapter 301 nor the Conciliation Agreement permits the Commission to create its own allegations and then rely on those allegations to unilaterally and indefinitely suspend its own legal duties. Plaintiffs seek declaratory, injunctive, and mandamus relief to restore the basic procedural protections the Legislature required and to prevent Defendants from using Commission-authored complaints as a means of avoiding accountability and denying Plaintiffs a fair and lawful process.

DISCOVERY CONTROL PLAN AND RULE 47 STATEMENT

1. Plaintiffs request that discovery be conducted in accordance with a Level 2 discovery plan. *See* TEX. R. CIV. P. 190.4.

2. Plaintiffs seek only non-monetary relief and statutorily authorized attorney's fees. Plaintiffs reserve their right to amend this statement as discovery progresses and expressly state their intent to seek all other relief, whether in law or equity, to which they may show themselves justly entitled.

PARTIES

3. Plaintiff Community Capital Partners LP is a Texas limited partnership and may be reached through undersigned counsel.

4. Plaintiff EPIC Real Properties, Inc. is a Texas corporation and may be reached through undersigned counsel.

5. Defendant Texas Workforce Commission is a public "state agency established to operate an integrated workforce development system in this state." TEX. LAB. CODE § 301.001. The Commission appoints "an executive director to administer the daily operations of the commission in compliance with federal law." TEX. LAB. CODE § 301.041. The Commission's office is at 101 E. 15th Street, Austin, Texas 78778.

6. Defendant Executive Director is named in their official capacity only. The Executive Director is, among other things, empowered to "appoint and prescribe the powers and duties of all commission staff, including officers, accountants, attorneys, experts, and other persons as necessary in the performance of the commission's duties." TEX. LAB. CODE § 301.041(c)(1). "In performing functions required or authorized by law, employees of the commission are directly accountable to the executive director." TEX. LAB. CODE § 301.047. The Executive Director also appoints a director "to administer the powers and duties of the [civil rights] division." TEX. LAB. CODE § 301.154(a).

7. Defendant Director is named in their official capacity only. The Commission “shall establish policies for the [civil rights] division and the executive director shall supervise the director in administering the activities of the division.” TEX. LAB. CODE § 301.153(a). In addition to administering Chapter 21 of the Texas Labor Code, the Commission, through its Civil Rights Division, also administers Chapter 301 of the Texas Property Code. TEX. LAB. CODE § 301.152(c); TEX. PROP. CODE § 301.0015.

JURISDICTION

8. This Court has subject matter jurisdiction because Plaintiffs seek prospective declaratory, injunctive, and mandamus relief against state officials who are acting without legal authority and failing to perform non-discretionary statutory duties. *See City of El Paso v. Heinrich*, 284 S.W.3d 366, 372–73 (Tex. 2009); *Hall v. McRaven*, 508 S.W.3d 232, 239 (Tex. 2017); *Hartzell v. S.O.*, 672 S.W.3d 304, 319–20 (Tex. 2023).

9. Sovereign immunity does not bar Plaintiffs’ ultra vires and mandamus claims because Plaintiffs do not seek damages against the State, but only to compel compliance with mandatory statutory requirements and to restrain ongoing unlawful conduct. Plaintiffs do not challenge the substance of any discretionary enforcement judgment. They challenge Defendants’ refusal to perform ministerial acts the Legislature made mandatory, including service of complaints, disclosure of alleged violations, issuance of written explanations for delay, and timely disposition through dismissal, charge, or conciliation. Relief compelling state officials to comply with statutory commands, and prohibiting them from acting beyond those commands, falls squarely within the ultra vires exception and does not implicate sovereign immunity.

10. This Court also has jurisdiction to issue declaratory relief construing Defendants' statutory obligations under Chapter 301 of the Texas Property Code and to prevent Defendants from relying on undisclosed or unserved administrative complaints in a manner inconsistent with those obligations.

11. To the extent Plaintiffs assert constitutional claims, those claims seek only prospective injunctive and declaratory relief for ongoing violations of procedural due course of law and procedural due process and therefore are not barred by sovereign immunity.

VENUE

12. Venue is proper in Travis County, Texas pursuant to Texas Civil Practice and Remedies Code § 15.002(a)(3) because Defendant Texas Workforce Commission's principal office in the state is in Travis County. *See also* TEX. OCC. CODE § 651.058.

13. Additionally, Section 10 of the Conciliation Agreement stipulates that jurisdiction and venue shall be in the district courts of Travis County, Texas. Ex. 1, at 5 ¶ 10.

BACKGROUND

A. The Commission's Statutory Authority under the Texas Property Code.

14. The purposes of the Texas Fair Housing Act are to provide for fair housing practices in Texas, to create a procedure for investigating and settling complaints of discriminatory housing practices, and to provide rights and remedies substantially equivalent to those granted under federal law. TEX. PROP. CODE § 301.002.

15. As provided by Subchapters E and F, the Commission "shall receive, investigate, seek to conciliate, and act on complaints alleging violations of this chapter." TEX. PROP. CODE § 301.063.

16. Under Subchapter E, Section 301.081, the Commission shall investigate complaints of alleged discriminatory housing practices. Additionally, the Commission “shall . . . (3) not later than the 20th day after the date of the filing of the complaint . . . serve on each respondent: (A) a notice identifying the alleged discriminatory housing practice and advising the respondent of the procedural rights and obligations of a respondent under this chapter; and (B) a copy of the original complaint.” TEX. PROP. CODE § 301.081(f).

17. Following an investigation, the Commission “shall prepare a final investigative report.” TEX. PROP. CODE § 301.087. That report must include the names of and dates of contacts with witnesses; a summary of correspondence and other contacts with the aggrieved person and the respondent showing the dates of the correspondence and contacts; a summary description of other pertinent records; a summary of witness statements; and answers to interrogatories. *Id.* After completion of the investigation, the Commission “shall make available to the aggrieved person and the respondent, ***at any time***, information derived from the investigation and the final investigative report relating to that investigation.” TEX. PROP. CODE § 301.085(f) (emphasis added).

18. Based on that investigation, the Commission “shall,” make a determination whether reasonable cause exists to support the allegations in a complaint not later than the 100th day after the date a complaint is filed. TEX. PROP. CODE § 301.088. There are two narrow exceptions to this requirement. First, the Commission is not required to make a reasonable cause determination within 100 days of the filing of a complaint if making the determination is impracticable, or if the Commission approves a conciliation agreement relating to the complaint. TEX. PROP. CODE § 301.088(b)(1) & (2). If the Commission finds that making the reasonable cause determination is impracticable, it “shall give in writing to the complainant and the respondent the reasons for the

delay.” TEX. PROP. CODE § 301.088(c). Alternatively, if the Commission determines that reasonable cause exists to believe that a discriminatory housing practice has occurred or is about to occur, the Commission “shall . . . immediately issue a charge on behalf of the aggrieved person.” TEX. PROP. CODE § 301.088(d).

19. If the Commission determinates that no reasonable cause exists to believe that a discriminatory housing practice that is the subject of a complaint has occurred or is about to occur, the Commission “shall promptly dismiss the complaint.” TEX. PROP. CODE § 301.091(a).

20. Lastly, under Section 301.085, the Commission “shall, during the period beginning with the filing of a complaint and ending with the filing of a charge or a dismissal by the commission, to the extent feasible, engage in conciliation with respect to the complaint.” TEX. PROP. CODE § 301.085(a). When a conciliation agreement is reached, it “may provide for binding arbitration or another method of dispute resolution. Dispute resolution that results from a conciliation agreement may authorize appropriate relief, including monetary relief.” TEX. PROP. CODE § 301.085(c).

21. Chapter 301 imposes a simple bargain: if the Commission is going to exercise power through the complaint process, it must do so openly and on the clock. It must serve the complaint, identify the alleged practice, investigate, and either dismiss, charge, or conciliate. What Chapter 301 does not allow is for the Commission to warehouse allegations—whether styled as a “complaint,” a “report,” or an internal assessment—while withholding timely process and still using those allegations as leverage to control a respondent’s conduct.

22. Chapter 301 likewise does not permit the Commission to function as both complainant and gatekeeper while keeping respondents in the dark about the scope, posture, and consequences of the Commission’s own allegations. The statute presumes notice, transparency,

and resolution precisely because those procedures are what separate lawful enforcement from an indefinite restraint imposed without meaningful process.

FACTS

23. On or about April 14, 2025, the Commission received a complaint by its own Executive Director relating to a parcel owned by Plaintiffs consisting of 402 undeveloped acres of undeveloped land lying in Hunt and Collin Counties, in the vicinity of Josephine, Texas (the “Property”). Ex. 1 (Conciliation Agreement), at 1.

24. Because the April 14, 2025 complaint was initiated by the Commission through its Executive Director, the Commission occupied multiple roles with respect to the same alleged conduct—complainant, investigator, conciliator, and regulator. The Commission cannot treat complaints as “Commission action” when it wants enforcement leverage but treat those same complaints as something else when statutory duties of service, notice, timing, and accountability attach.

25. Chapter 301 does not recognize a category of complaints that count for purposes of restraining respondents, but do not count for purposes of service, notice, investigation, determination, and timely disposition. If the Commission invokes a complaint—especially one initiated by the Commission itself—Chapter 301 requires the Commission to follow the statute’s mandatory procedural steps.

26. On September 15, 2025, Plaintiffs entered into a Conciliation Agreement with the Executive Director. The Conciliation Agreement was a “full and final settlement of the Complaint.” Ex. 1, at ¶ 1.

27. The Conciliation Agreement imposed explicit and reciprocal obligations. It required Plaintiffs to revise and submit marketing and sales materials, website content, fair-

housing policies and procedures, and objective selection criteria to the Commission for review and approval, and it required Plaintiffs to implement any reasonable recommendations the Commission provides within thirty days. Ex. 1, at ¶¶ 2–4. The Agreement further required the Commission to close the resolved matter permanently once the Agreement was fully executed. Ex. 1, at ¶ 13.

28. Plaintiffs have complied promptly and in good faith with the Conciliation Agreement, including revising and submitting the required materials and policies for the Commission’s review and adjusting implementation timelines to accommodate Division input.

29. Despite the negotiated exchange of obligations embodied in the Conciliation Agreement, Defendants have taken the position that they will take no action on Plaintiffs’ submissions—including the proposed Affirmative Fair Housing Marketing Plan, fair-housing policies and procedures, website content, and lottery methodology—and have not provided a timely approval, disapproval, or written, objective reasons tied to applicable standards.

30. Instead of acting, Defendants created a “new complaint” in response to Plaintiffs’ submissions under the Conciliation Agreement, which had resolved the original complaint. That “new complaint” was authored and filed by the Texas Workforce Commission itself and again concerns the same Property and substantially the same alleged conduct. Rather than proceeding through the statutory sequence of service, investigation, determination, and disposition toward dismissal, charge, or conciliation, Defendants have treated the Commission-authored “new complaint” as a reason to stop doing anything.

31. Defendants are using the existence of this Commission-authored “new complaint”—and related internal write-ups and administrative characterizations generated within the agency—as justification for refusing to perform their statutory duties under Chapter 301 and their reciprocal obligations under the Conciliation Agreement. In effect, the Commission has

created the instrument it cites to explain why it cannot act, and then uses that instrument to halt Plaintiffs' progress while withholding the timely procedures that Chapter 301 requires for any complaint to be lawfully processed to resolution.

32. Plaintiffs have sought to resolve this matter through communication with Defendants, including a letter to TWC on January 23, 2026 requesting that Defendants comply with the mandatory requirements of Chapter 301 and perform the reciprocal review-and-action obligations contemplated by the Conciliation Agreement. Defendants have not provided the relief requested and instead continue to rely on the Commission-authored "new complaint" as the basis for continued inaction and continued restraint on Plaintiffs' use and disposition of the Property.

CAUSES OF ACTION

Count 1: Declaratory and Prospective Relief Concerning Defendants' Obligations Under the Conciliation Agreement and Chapter 301 (against the Executive Director and Director in their official capacities).

33. Plaintiffs incorporate the foregoing paragraphs as if fully restated herein.

34. Chapter 301 of the Texas Property Code imposes mandatory, non-discretionary duties on Defendants once a complaint exists, including duties of service, investigation, timely determination, written explanation for delay, and disposition through dismissal, charge, or conciliation.

35. The April 14, 2025 complaint was resolved through a Conciliation Agreement that constituted a full and final settlement and required permanent closure of that administrative matter. The Agreement established a defined procedural framework under which Plaintiffs would submit specified materials and Defendants would review those materials and either approve them or provide written, objective reasons for any disapproval tied to applicable fair-housing standards.

36. Plaintiffs have fully performed their obligations under the Conciliation Agreement and Chapter 301. Defendants have nonetheless refused to act on Plaintiffs' submissions, including the Affirmative Fair Housing Marketing Plan, fair-housing policies and procedures, website content, and lottery methodology.

37. Defendants now rely on a subsequent administrative complaint authored and filed by the Texas Workforce Commission itself, concerning the same Property and substantially the same alleged conduct, as justification for refusing to perform their statutory and contractual duties.

38. Chapter 301 does not authorize Defendants to use a Commission-authored complaint as a basis to suspend action indefinitely under the Conciliation Agreement. Once a complaint exists, the statute requires Defendants to proceed through investigation, timely determination, and lawful disposition. It does not permit Defendants to treat the existence of a complaint as a reason to stop acting altogether.

39. Nor does the Conciliation Agreement authorize Defendants to reopen resolved allegations through a subsequent Commission-authored complaint and then rely on that complaint to avoid the reciprocal obligations the Agreement imposed. Doing so defeats the finality Plaintiffs bargained for and the statute requires.

40. Plaintiffs seek declaratory and prospective injunctive relief construing Defendants' obligations under Chapter 301 and the Conciliation Agreement, including declarations that:

(a) Defendants may not rely on a Commission-authored complaint to suspend their statutory duties;

(b) Defendants must either process any complaint reflecting alleged violations through the procedures Chapter 301 mandates or close the matter consistent with the Conciliation Agreement; and

(c) Defendants are required to timely review Plaintiffs' submissions and either act upon them or provide written, objective reasons for rejection within a reasonable time consistent with their statutory duties.

Count 2: *Ultra vires* (against the Executive Director and Director)

41. Plaintiffs incorporate the foregoing paragraphs as if fully restated herein.

42. Defendants have acted without legal authority by refusing to perform ministerial acts that Chapter 301 makes mandatory once a complaint exists. Those acts include investigation, timely determination of reasonable cause, issuance of written explanations for delay when required, and lawful disposition through dismissal, charge, or conciliation.

43. Defendants have acknowledged receipt and delivery of a subsequent administrative complaint authored and filed by the Texas Workforce Commission itself. Rather than proceeding through the statutory sequence Chapter 301 requires, Defendants have used the Commission-authored complaint as a reason to halt action entirely.

44. Chapter 301 provides no authority for Defendants to rely on a complaint—particularly one generated by the Commission itself—as a basis for indefinite inaction. The statute does not permit Defendants to stop at the existence of a complaint; it requires Defendants to move forward.

45. To the extent Defendants contend that the Commission-authored complaint reflects new allegations, Defendants are required to process those allegations through investigation, determination, and lawful disposition. To the extent the allegations overlap with matters resolved by the Conciliation Agreement, Defendants lack authority to resurrect them at all.

46. By using a Commission-authored complaint as a mechanism to avoid statutory duties and to defeat the finality of conciliation, Defendants have exceeded the authority granted to them by Chapter 301 and have acted *ultra vires*.

47. Plaintiffs respectfully request that the Court issue a writ of mandamus compelling Defendants to perform the ministerial acts Chapter 301 requires, including proceeding toward lawful disposition of any complaint they invoke and timely acting on Plaintiffs' submissions.

48. Plaintiffs further seek prospective injunctive relief prohibiting Defendants from relying on any Commission-authored complaint, or any complaint not processed in accordance with Chapter 301, as a basis to suspend action, delay response, or restrain Plaintiffs' lawful use and disposition of the Property.

Count 3: *Ultra vires (against the Executive Director and the Director)*

49. Plaintiffs incorporate the foregoing paragraphs as if fully restated herein.

50. The April 14, 2025 complaint was initiated by the Texas Workforce Commission and was resolved through a written Conciliation Agreement that constituted a full and final settlement and required permanent closure of that administrative proceeding. Any attempt to rely on undisclosed complaints to achieve the same practical restraint as the resolved complaint exceeds Defendants' statutory authority and violates the finality the Conciliation Agreement guarantees.

51. While Chapter 301 permits the Commission to investigate genuinely new discriminatory acts based on new facts arising after conciliation, it does not permit Defendants to use a later complaint to recreate the practical effects of a resolved proceeding, to restrain Plaintiffs' property rights in the same manner, or to avoid the closure and finality the Conciliation Agreement guarantees.

52. Defendants' reliance on a Commission-authored "new complaint" concerning the same Property and substantially the same alleged conduct operates as an unlawful continuation of the resolved April 14, 2025 complaint and exceeds Defendants' statutory authority.

53. Plaintiffs seek declaratory and injunctive relief prohibiting Defendants from relying on the April 14, 2025 complaint, or any administrative pleading that functions as its continuation or recharacterization, to burden Plaintiffs' use or disposition of the Property absent express statutory authority and full compliance with Chapter 301.

Count 4: Violation of Procedural Due Course of Law under Article I, Section 19 of the Texas Constitution (against all Defendants)

54. Plaintiffs incorporate the foregoing paragraphs as if fully restated herein.

55. Texas Constitution Article I, Section 19 states that "No citizen of this State shall be deprived of life, liberty, property, privileges or immunities, or in any manner disenfranchised except by the due course of the law of the land." TEX. CONST. ART. I, § 19.

56. Plaintiffs possess protected property interests in the ownership, use, and disposition of the Property.

57. Defendants deprived Plaintiffs of due course of law by asserting the existence of a 'new complaint' while failing to provide the complaint, the statutory notice identifying the alleged discriminatory housing practice, or any written explanation for delay required by Chapter 301.

58. Chapter 301 defines the process that must precede any administrative action burdening those interests, including notice of complaints, identification of alleged violations, written explanations for delay, and timely disposition.

59. Defendants have deprived Plaintiffs of procedural due course of law by invoking the existence of an undisclosed and unserved complaint to restrain Plaintiffs' property interests while refusing to provide the process mandated by statute.

60. These deprivations are ongoing and will continue absent prospective injunctive relief requiring compliance with Chapter 301's notice and timing provisions.

61. Plaintiffs seek prospective injunctive relief requiring Defendants to provide the notice and process required by Chapter 301 before taking or continuing any action that burdens Plaintiffs' property rights.

Count 5: Violation of 42 U.S.C. § 1983 for Deprivation of Procedural Due Process under the Fourteenth Amendment to the United States Constitution (against the Executive Director and the Director)

62. Plaintiffs incorporate the foregoing paragraphs as if fully restated herein.

63. The Due Process Clause of the Fourteenth Amendment to the United States Constitution similarly provides that "No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law." U.S. CONST. AM. 14, § 1.

64. Plaintiffs possess protected property interests in the ownership, use, and disposition of the Property.

65. Defendants deprived Plaintiffs of procedural due process by asserting the existence of a 'new complaint' while failing to provide the complaint, the statutory notice identifying the alleged discriminatory housing practice, or any written explanation for delay required by Chapter 301.

66. Chapter 301 defines the process that must precede any administrative action burdening those interests, including notice of complaints, identification of alleged violations, written explanations for delay, and timely disposition.

67. Defendants have deprived Plaintiffs of procedural due process by invoking the existence of an undisclosed and unserved complaint to restrain Plaintiffs' property interests while refusing to provide the process mandated by statute.

68. These deprivations are ongoing and will continue absent prospective injunctive relief requiring compliance with Chapter 301's notice and timing provisions.

69. Plaintiffs seek prospective injunctive relief requiring Defendants to provide the notice and process required by Chapter 301 before taking or continuing any action that burdens Plaintiffs' property rights.

RULE 193.7 NOTICE

70. Plaintiffs hereby notify all parties that any documents produced in discovery may be used at any hearing or trial on this matter.

ATTORNEY'S FEES

71. Plaintiffs have retained counsel to represent them in this action. An award of reasonable and necessary attorneys' fees and expenses would be equitable and just and is authorized by Section 37.009 of the Uniform Declaratory Judgments Act (as invoked for claims under state law).

REQUEST FOR PERMANENT INJUNCTION

72. Plaintiffs further respectfully request that the Court set its request for a permanent injunction for a full trial on the merits and, after the trial, issue a permanent injunction against the Commission, its Executive Director, and its Director.

JURY DEMAND

73. Plaintiffs demand a jury trial and tender the jury fee.

PRAYER

74. For these reasons, Plaintiffs ask that the Court issue citation for Defendants to appear and answer, and that Plaintiffs be awarded a judgment for the following:

a. Temporary and permanent injunctive and mandamus relief compelling Defendants to perform mandatory statutory duties concerning notice, timing, and disposition requirements of Chapter 301 of the Texas Property Code;

b. Declaratory relief declaring that Defendants may not rely on any unserved, undisclosed, or unresolved complaint as a basis to restrain, delay, or condition Plaintiffs' lawful use and disposition of the Property;

c. An award of reasonable attorney's fees and costs under TEX. CIV. PRAC. & REM. CODE § 37.009, and any other applicable law; and

d. Such other and further relief to which Plaintiffs may be justly entitled at law or in equity.

Dated: February 2, 2026

Respectfully submitted,

ARAMBULA TERRAZAS PLLC

1001 S. Capital of Texas Highway, Bldg. L, Suite 250
Austin, Texas 78746
512.680.3257

By: /s/ Eric A. Hudson
Eric A. Hudson
State Bar No. 24059977
ehudson@atlawpllc.com
Cole P. Wilson
State Bar No. 24122856
cwilson@atlawpllc.com

ATTORNEYS FOR PLAINTIFFS

VERIFICATION

My name is Sameer Siddiqui. I am over the age of eighteen, capable of making this declaration, and fully competent to testify to the matters stated in this declaration. My date of birth is February 10, 1973, and my business address is 4700 Fourteenth Street, Ste. P 3, Plano, Texas 75074. I am the Chief Executive Office for Community Capital Partners, LP and President of EPIC Real Properties, Inc. I have read the foregoing Original Petition and have personal knowledge through my role with both entities of the factual statements contained therein. Those factual statements are true and correct.

Pursuant to Texas Civil Practice & Remedies Code § 132.001, I declare under penalty of perjury that the foregoing statements are true and correct.

Executed in Collin County, State of Texas, on the 2nd of February, 2026.

DocuSigned by:

22D07F3209A5403...
Imran Chaudary

EXHIBIT 1



CONCILIATION AGREEMENT

Citizens of the State of Texas (Texas Workforce Commission) v. Community Capital Partners, LP and EPIC Real Properties, Inc.

TWCCRD #1200818-HU; HUD #06-25-8533-8

Edward Serna (Executive Director)
Texas Workforce Commission
101 E. 15th Street
Austin, TX 78778
Complainant

Community Capital Partners LP, Owner
EPIC Real Properties, Inc., General Partner
Respondents

By and through their Representative,
Steve Holmes
Settle Pou
3333 Lee Parkway Eighth Floor
Dallas, TX 75219

A complaint was filed on or about April 14, 2025, by Complainant, relating to the subject property, a parcel consisting of 402 undeveloped acres of undeveloped land lying in Hunt and Collin Counties, in the vicinity of Josephine, Texas."(hereinafter, the "Property") under the Texas Fair Housing Act, Chapter 301 of the Texas Property Code ("TFHA") and the Federal Fair Housing Act, 42 U.S.C. 3601-3619 ("FFHA"). The Director, Texas Workforce Commission Civil Rights Division (hereinafter referred to as "TWCCRD"), and Community Capital Partners and EPIC Real Properties, Inc. (the "Respondents") have agreed to conciliate and settle the referenced complaint ("Complaint") under the following terms and conditions:

1. In full and final settlement of the Complaint, Respondents, including all principals, officers, employees, agents, and contractors involved in the marketing, sales, leasing, and management of housing at the Property, shall participate in and complete a comprehensive fair housing training program conducted by a Fair Housing Subject Matter Expert known by Michael Allen (Relman Colfax) or conducted by the International Development and Planning, LLC (IDP, LLC). This training shall cover:
 - a. The Fair Housing Act and its prohibitions against discrimination based on religion, national origin, and all other protected classes.
 - b. The Texas Fair Housing Act and its protections.
 - c. Best practices for inclusive marketing and advertising.
 - d. Avoiding discriminatory steering and pre-screening practices.
 - e. Understanding and applying objective, non-discriminatory criteria in applicant assessments.
 - f. Developing and implementing policies and procedures that ensure equal housing opportunity.

At the time of execution of this Agreement, Respondents have just one employee and one contractor involved in marketing of the Property. Respondents agree that these individuals will participate in the training described above no later than December 31, 2025, and that all other persons involved in marketing the Property will receive such training within ninety (90) days of hiring. Further, Respondents agree that all such persons will participate in refresher training no later than December 31, 2027. Respondent shall subcontract with Michael Allen (Relman Colfax) or IDP, LLC within 30 days of the effective date of this Conciliation Agreement (hereinafter, "Agreement"). Respondent shall provide to TWCCRD, at [Investigator William Cooper at William.cooper@twc.texas.gov](mailto:Investigator_William_Cooper_at_William.cooper@twc.texas.gov), as proof of compliance, a copy of contract and/or agreement within 30 days of the effective date of this Agreement.

2. Respondent agrees to review and revise all marketing and sales materials, including but not limited to website content, brochures, advertisements, social media posts, and any pre-sale questionnaires or application forms. These materials shall be reviewed by Michael Allen (Relman Colfax) or legal counsel specializing in fair housing to ensure they are inclusive, non-discriminatory, and do not convey any preference or limitation based on religion, national origin, and all other protected classes within 60 days of the effective date of this Agreement. Within fifteen (15) days of completion of the review and revisions,

Respondents shall submit copies of all revised materials to TWCCRD, at Investigator William Cooper at William.cooper@twc.texas.gov, for their review and approval.

3. Respondent shall develop and implement comprehensive written fair housing policies and procedures for all aspects of their housing and send a copy to Investigator William Cooper at William.cooper@twc.texas.gov, for review and approval within 60 days of effective date of this date of this Agreement. Respondents agree to implement any reasonable recommendations made by TWCCRD regarding these policies and procedures within thirty (30) days of receiving such recommendations.

These policies shall clearly outline the prohibition of discrimination based on religion, national origin, and all other protected classes and shall include:

- a. Detailed procedures for marketing and advertising that ensure broad outreach.
 - b. Standardized, objective, and non-discriminatory criteria for applicant assessment and selection.
 - c. A clear process for handling applicant inquiries and complaints.
 - d. Grievance and disciplinary procedures for employees or agents found to be in violation of fair housing laws.
 - e. A mechanism for periodic review and updating of these policies.
4. Respondents shall cease and desist from using any applicant assessment criteria that is not objective, uniformly applied, and directly related to business necessity, particularly the use of any criteria as a pretext for religious and national origin discrimination. Any current practice of assessing prospective buyers for alignment with "goals of 'safety and security'" shall be replaced with a clearly defined, written set of objectives, non-discriminatory criteria that are consistently applied to all applicants. These criteria shall be submitted to TWCCRD for review and approval within thirty (30) days of the effective date of this Agreement.
 5. The effective date of this Agreement shall be the date on which Complainant, Respondents and the TWCCRD Director or the TWCCRD Director's designee have signed the Agreement, and a fully executed copy of the Agreement has been delivered to TWCCRD and Respondents' counsel. For a period of five (5) years from the effective date of this Agreement, Respondents shall submit to TWCCRD:

- a. Annual reports detailing all marketing and sales activities for the Property, including copies of advertisements and outreach materials used. Respondents have already supplied all of their historic advertisements and outreach materials to TWC and will, no later than December 31, 2025, supply a comprehensive set of updated materials to TWC.
 - b. Copies of all executed purchase agreements and leasing agreements during the reporting period.
 - c. A report of any fair housing-related complaints received and the resolutions thereof.
 - d. A sworn affidavit from a responsible official of each Respondent entity confirming compliance with the terms of this Agreement for the preceding quarter.
 - e. Subcontract with IDP, LLC, on behalf of TWCCRD, monitor compliance of the agreement terms every six (6) months.
 - f. Respondent agrees to maintain a file of all compliance documentation for a period of not less than ten years from the effective date of this Agreement.
6. All parties agree that the TWCCRD Director may review compliance with this Agreement. As a part of such review, the TWCCRD Director may inspect the Property, examine witnesses, and examine and copy other pertinent records. Whenever TWCCRD has reasonable cause to believe that an Agreement has been breached, the TWCCRD Director may refer the matter to the Attorney General of the State of Texas with recommendation for filing of a civil action for the enforcement of the terms of the Agreement.
 7. It is understood that this Agreement does not constitute an admission of any wrongdoing or liability of any kind by Respondents, including but not limited to violations of the TFHA or FFHA.
 8. This Agreement completely resolves those issues that were alleged by the Complainant which fall within the jurisdiction of the TFHA and FFHA. If there is evidence to support apparent violations of other civil rights authorities that apply to federally assisted programs, this Agreement does not preclude the U.S. Department of Housing and Urban Development (HUD) or TWCCRD from taking further action against Respondent under the applicable rules and regulations of these authorities.

9. Complainant and Respondent agree that this Agreement shall be made public.
10. Should any provision of this Agreement be determined to be invalid or unenforceable, it is agreed that such determination shall not affect the enforceability of other provisions herein. Texas law shall govern the validity and interpretation of this Agreement. The parties stipulate that jurisdiction, and venue shall be in the district courts of Travis County, Texas, for any action involving the validity, interpretation, or enforcement of this Agreement, or for any claim for breach of this Agreement, for damages, or for any other relief brought under this Agreement. This Agreement shall not be used as evidence in any court action other than an action to enforce its terms.
11. Complainant forever waives, releases, and covenants not to sue the any of the Respondents, and their respective heirs, executors, administrators, successors, assigns, parents, subsidiaries, affiliates, insurers, agents, employees, officers, or attorneys with regard to any and all claims, damages and injuries of whatever nature, existing as of the effective date of this Agreement, whether presently known or unknown, in law or in equity, arising out of the subject matter of HUD Case Number #06-25-8533-8 and TWCCRD #1200818-HU, or which could have been filed in any action or suit arising from said subject matter. This general release does not apply to any rights arising from the Respondent's failure to comply with the terms of this Agreement, or to future Complaints arising from different facts, or to matters of compliance which may be pending with the TWCCRD.

Complainant agrees this conciliation agreement will resolve all matters related to this complaint. Complainant further agrees to dismiss any other matters related to this complaint that may not be pending with the office.

12. Respondents forever waive, release, and covenant not to sue the TWCCRD or Complainant, their heirs, executors, assigns, agents, employees, and attorneys with regard to any and all claims, damages and injuries of whatever nature existing as of the effective date of this Agreement, whether presently known or unknown, in law or in equity, arising out of the subject matter of HUD Case Number #06-25-8533-8 and TWCCRD #1200818-HU, or which could have been filed in any action or suit arising from said subject matter. This general release does not


apply to any rights arising from Complainant's or TWCCRD's failure to comply with the terms of this Agreement.

13. Furthermore, Complainant agrees that submission of this document will constitute a request for closure of the Complaint filed at HUD #06-25-8533-8; TWCCRD #1200818-HU based on this Agreement. TWCCRD agrees to close the Complaint permanently once this Agreement is fully executed and to maintain its investigation file in confidence.
14. Respondents agree to comply with all fair housing laws.
15. This Agreement may not be modified, altered, or changed except in writing and signed by all parties wherein specific reference is made to this Agreement.
16. This Agreement may be executed in multiple counterpart signatures and all such counterparts shall constitute a single form of this Agreement.

{Signatures on next page}

SIGNATURES

COMPLAINANT:

By (Signature):  _____
Printed Name: Edward Serna (Executive Director)
Date: 9/16/2025

RESPONDENT:

By (Signature): Imran Chaudhary
"As Agent for the Owner & Respondents"
Printed Name: Imran Chaudhary
Date: 9/16/2025
If Entity, Title of Officer: _____

TWCCRD INVESTIGATOR/CONCILIATOR RECOMMENDATION FOR AGREEMENT:

William Cooper
Civil Rights Division, Investigator
Date _____

TWCCRD APPROVAL BY DIRECTOR OR DIRECTOR'S DESIGNEE:

Bryan Snoddy
TWCCRD, Director
Date _____

Automated Certificate of eService

This automated certificate of service was created by the e filing system. The filer served this document via email generated by the e filing system on the date and to the persons listed below. The rules governing certificates of service have not changed. Filers must still provide a certificate of service that complies with all applicable rules.

Eric Hudson on behalf of Eric Hudson

Bar No. 24059977

ehudson@atlawpllc.com

Envelope ID: 110763201

Filing Code Description: Petition

Filing Description: PLAINTIFF'S ORIGINAL PETITION, APPLICATION FOR TEMPORARY AND PERMANENT INJUNCTION AND REQUEST FOR WRIT OF MANDAMUS

Status as of 2/3/2026 4:25 PM CST

Case Contacts

Name	BarNumber	Email	TimestampSubmitted	Status
Cole Wilson		cwilson@atlawpllc.com	2/2/2026 5:45:23 PM	NOT SENT
Cole Wilson		cwilson@atlawpllc.com	2/2/2026 5:45:23 PM	NOT SENT
Eric Hudson		ehudson@atlawpllc.com	2/2/2026 5:45:23 PM	NOT SENT
Eric Hudson		ehudson@atlawpllc.com	2/2/2026 5:45:23 PM	NOT SENT