



Civil Rights Department

KEVIN KISH, DIRECTOR

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
 800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
 calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

SETTLEMENT AGREEMENT

CRD Case Number: 202203-16331608

Complainant(s):

Andrea Quiroga

Respondent(s):

IMG Universe, LLC, now known as JKN Universe, LLC, and doing business as the Miss Universe Organization;
 William Morris Endeavor Entertainment, LLC;
 Crown Diva, LP

In exchange for the promises and representations set forth herein, Andrea Quiroga ("Complainant") IMG Universe, LLC, now known as JKN Universe, LLC, and doing business as the Miss Universe Organization; William Morris Endeavor Entertainment, LLC; and Crown Diva, LP ("Respondents") (collectively the "parties"), agree to resolve the above-listed complaint filed with the Civil Rights Department¹ ("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.
2. The parties intend and agree that this Agreement is binding and enforceable as permitted under law. The terms of this Agreement are contractual and not mere recitals. As such, this Agreement may be used as evidence if any party brings a proceeding to enforce this Agreement.
3. By signing this Agreement, no party is admitting liability, wrongdoing, or the truth of any facts alleged in the CRD Complaint.
4. In exchange for Complainant's promises in this Agreement, Respondent agrees:
 - a. To pay the Complainant a total lump sum amount of [REDACTED] [REDACTED] in alleged compensatory damages. Payment of the total sum will be made as follows:

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.

- 1) A lump sum check for the total amount, made payable to “The Allred, Maroko & Goldberg Client Trust Account”, will be mailed using a trackable method to the Law Offices of Allred, Maroko & Goldberg, 6300 Wilshire Boulevard, Suite 1500, Los Angeles, CA 90048.
 - 2) The check will be mailed within thirty (30) days of the signing of the Agreement and Respondents’ receipt of a completed IRS W-9 form from Complainant’s counsel.
- b. To have the Complainant present the Diversity Equity and Inclusion (“DEI”) Award/s at the 2023 Miss California pageant. Complainant will walk the runway (with or without her son) and have up to two (2) minutes to share her story using a mutually-approved script before she presents the DEI award/s.
 - c. To give the Complainant a recorded conversation with a Miss Universe executive (either the President or CEO of Miss Universe Organization) of up to six minutes for Complainant to share her story using a mutually approved script/dialogue.
 - d. To create and post a montage of moments about Complainant from the DEI award presentation and the recorded conversation with Complainant on the Miss USA social media channel. The montage will present the Complainant in a positive light and within a mutually agreeable time frame.
 - e. To not institute any rule or requirement in the Miss USA, Miss California, or Miss Universe pageants in their current forms that would disqualify a potential contestant from applying because of pregnancy, childbirth or parenthood, as confirmed in Exhibit A.
 - f. To provide an interactive training on the California Unruh Civil Rights Act to the CEO of the Miss Universe Organization, within 120 days of the signing of this Agreement.
 - g. To include on the Miss California pageant website the following statement: “The Miss California Pageant is committed to non-discrimination and complying with all applicable California and federal laws.”
 - c. Within 120 days of the date when this Agreement takes effect, to inform Complainant’s counsel and the CRD that Respondent has satisfied the promises set forth in this Paragraph 4. Respondent will inform Complainant’s counsel of compliance by email. Respondent will inform the CRD of compliance via e-mail addressed to DRDCompliance@dfeh.ca.gov.
 - d. To release and forego from bringing against Complainant, in state or federal court or before any state, local, or federal government entity, any potential claims

under the Unruh Civil Rights 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 Respondent's promises in this Agreement, Complainant agrees:
 - a. To the closure of the CRD Complaint.
 - b. To release and forego from bringing against Respondent or any of Respondents' officers, agents, or employees, in state or federal court or before any state, local, or federal government entity, any potential claims under the Unruh Civil Rights 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 Complainant 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.

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, except as provided in Section 7A below.

7A. The parties agree to keep the amount of the monetary payment confidential to the extent allowed by law. The amount of the monetary payment may not be disclosed to a third party, with the exception of the parties' attorneys, tax advisors, insurers, and spouses or domestic partners, and except as compelled by law as necessary to enforce the terms of the Agreement in the event of default by a party, or in the event that the CRD needs to reopen the case.

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 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.

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 all 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.

15. Respondent acknowledges 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 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: _____

Andrea Quiroga
Complainant Name

Complainant's Signature

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Dated: Jun 9, 2023

Andrea Quiroga
Complainant Name


Andrea Quiroga (Jun 9, 2023 18:32 PDT)
Complainant's Signature

Non Housing Non Employment Settlement Agreement
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6/13/2023 | 2:46:22 PM EDT
Dated: _____

Amy Emmerich
CEO

Respondent IMG Universe, LLC, now known as JKN Universe, LLC, and doing business as the Miss Universe Organization (Name/Job Title)

DocuSigned by:
Amy Emmerich
CA32FC2005E69440B

Respondent's Signature

6/14/2023 | 2:03:14 PM PDT
Dated: _____

Hayley Macon
SVP & Assoc. GC

Respondent William Morris Endeavor Entertainment, LLC (Name & Job Title)

DocuSigned by:
Hayley Macon
C21073CB29CF44B

Respondent's Signature

6/13/2023 | 8:35:38 PM EDT
Dated: _____

Kristen Bradford
Owner

Respondent Crown Diva, LP (Name & Job Title)

DocuSigned by:
Kristen Bradford
0750E719F7B4BA

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 **202203-16331608**, 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: 6/19/23

Chhaya Malik, Deputy Director, Dispute Resolution Division
**Department Representative's Name & Job Title

Chhaya Malik

**Department Representative's Signature

EXHIBIT A

MISS * UNIVERSE

Date: June 9, 2023

On behalf of the Miss Universe Organization (“MUO”) this letter confirms that the MUO will not institute any rule or requirement in the Miss USA, Miss California, or Miss Universe Pageants in their current forms that would disqualify a potential contestant from applying because of pregnancy, childbirth or parenthood.

Amy Emmerich

DocuSigned by:
Amy Emmerich
DA33F2905E684BB

CEO

Miss Universe Organization