



Civil Rights Department

KEVIN KISH, DIRECTOR

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CIVIL RIGHTS DEPARTMENT (CRD) SETTLEMENT AGREEMENT

CRD Case Number: [REDACTED]

EEOC Case Number: [REDACTED]

Complainant:

[REDACTED]

Respondents:

City of Tehachapi

[REDACTED]

In exchange for the promises and representations set forth herein, [REDACTED] ("Complainant") and City of Tehachapi ("Respondent") (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.
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 City agrees:
 - a. To pay the Complainant a total lump settlement sum, without deductions, of Fifty-Four Thousand Dollars and No Cents (\$54,000.00). Respondent City will issue a check made payable to [REDACTED] and mailed using a trackable

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. Equal Employment Opportunity Commission ("EEOC").

method to her at [REDACTED]

The parties acknowledge and agree that Complainant shall hold harmless the Respondent City, its former and current elected officials, officers, employees, and representatives for any and all obligations that may arise (including state and federal taxes) in connection with the payment of this settlement sum. Further, Complainant agrees to provide a form W-9 and acknowledges that Respondent City will report this payment on IRS form 1099;

- b. That its City Manager and department heads will not defame the Complainant;
 - c. To have all employment references for the Complainant be handled by the Respondent City's Human Resources (HR) Coordinator or the City Manager. Complainant must direct employment reference requests to either the HR Coordinator or the City Manager. For non-law enforcement employment reference requests, Respondent City agrees to provide a neutral reference, consisting only of dates of employment and positions held.
 - d. Respondent City will provide to all City Police Department employees, including all managers and supervisors, an interactive Fair Employment Housing Act (FEHA) training not previously provided to employees that includes a review of harassment, discrimination and retaliation for all protected categories, within one hundred twenty (120) days of the signing of this Agreement. This training would be in addition to any training that is already required by law. If Respondent [REDACTED] becomes employed again with Respondent City within 120 days of the signing of this Agreement, then Respondent City will require Respondent [REDACTED] to take the FEHA training required by this section.
 - e. To inform Complainant and the CRD that Respondent City has satisfied the promises set forth in this Paragraph 4. within one hundred twenty (120) days of the date when this Agreement takes effect. Respondent City will inform Complainant of compliance by email to [REDACTED]. Respondent City will also inform the CRD of compliance with Paragraph 4 except for subsection 4.b. and 4.c., via e-mail addressed to DRDCompliance@calcivilrights.ca.gov.
 - f. 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 Fair Employment and Housing Act and/or Title VII of the federal Civil Rights Act of 1964 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 City's promises in this Agreement, Complainant agrees:

- a. To the closure of the CRD Complaint.
- b. To release and forego from bringing against Respondent City or any of Respondent City's 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 and/or Title VII of the federal Civil Rights Act of 1964 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. In addition, nothing in this Agreement prevents the disclosure of factual information by either party as specified in California Code of Civil Procedure section 1001.

7. The existence, terms, and conditions of this Agreement and underlying factual information related to the CRD Complaint are not confidential, and the Agreement is a public document.

8. Notwithstanding Paragraph 7, the parties will maintain the confidentiality of the mediation process leading up to the execution of this Agreement as set forth in the Agreement to Mediate and Confidentiality Agreement that they previously signed.

9. In signing this Agreement, each party acknowledges that:
 - a. They have carefully read and fully understand the provisions of this Agreement;
 - b. The CRD and its agents and employees have not provided legal advice, tax advice, or advice concerning the impact of this Agreement on eligibility for public benefits;
 - c. They understand they have the right to consult with an attorney, to seek tax advice, and to review this Agreement with an attorney, tax consultant, and/or benefits counselor prior to signing;
 - d. They have knowingly and freely entered into this Agreement, without coercion; and
 - e. They have the authority to bind the entity or individual on whose behalf they have signed.

10. This Agreement is the sole and entire Agreement between the parties and the CRD regarding the CRD Complaint and supersedes all prior agreements, negotiations, and discussions between them relating to the CRD Complaint. In signing this Agreement, the parties

have not relied on any other promises, inducements, or representations, other than as expressly set forth in this Agreement.

CRD has been made aware that the parties intend to sign or have signed a separate agreement. The CRD is not a signatory to and has not approved any separate agreement or covenant between the parties. Should any term contained in the parties' separate agreement conflict with any term in this Agreement, this Agreement controls, and any conflicting terms in the parties' separate agreement are void and unenforceable.

11. This Agreement may only be modified in a subsequent written agreement signed by the parties and the CRD.

12. If any provision of this Agreement is held to be invalid and/or unenforceable, the remaining provisions of the Agreement will be considered valid and enforceable, as if the invalid and/or unenforceable portion did not exist.

13. 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.

14. Respondent City acknowledges 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 Equal Pay Act, or Title VII of the federal Civil Rights Act of 1964.

15. This Agreement shall be interpreted under the laws of the State of California. Any breach of contract action or similar action to enforce the terms of this Agreement brought by either party shall be brought in Kern County Superior Court.

16. 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: 12/17/2024

[Redacted Signature]

[Redacted Signature]

Complainant's Signature

Dated: 12-18-24

[Redacted]

City Manager

Respondent City of Tehachapi (Name & Job Title)

[Redacted]

In reliance on the promises made by the parties in the foregoing Agreement, the CRD will terminate its investigation of and close CRD Case [Redacted] subject to the Department's authority to reopen the Complaint and/or bring an action to enforce this Agreement in the event of a breach. The CRD does not waive or limit its right to investigate or seek relief in any other charge against Respondent.

Dated: _____

Chhaya Malik, Deputy Director Dispute Resolution

**Department Representative's Name & Job Title

**Department Representative's Signature

Dated: _____

Respondent City of Tehachapi (Name & Job Title)

Respondent's Signature

In reliance on the promises made by the parties in the foregoing Agreement, the CRD will terminate its investigation of and close CRD Case [REDACTED] subject to the Department's authority to reopen the Complaint and/or bring an action to enforce this Agreement in the event of a breach. The CRD does not waive or limit its right to investigate or seek relief in any other charge against Respondent.

Dated: 12/20/2024

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

[REDACTED]

**Department Representative's Signature