

SETTLEMENT AGREEMENT

CRD Case Number: [REDACTED]

EEOC Case Number: [REDACTED]

Complainant(s):
[REDACTED]

Respondent(s):

Laguna Irrigation District, [REDACTED]

In exchange for the promises and representations set forth herein, [REDACTED] "Complainant" or [REDACTED], and Laguna Irrigation District ("Respondent Laguna" or "District") (collectively, "Respondents") (collectively the "parties"), agree to resolve the above-listed complaint filed with the California Civil Rights Department ("CRD Complaint")¹, pursuant to the following terms and conditions:

1. This Settlement Agreement will take effect once it has been signed by all parties and an authorized CRD representative (the "Effective Date").
2. The parties intend and agree that this Settlement Agreement is binding and enforceable as permitted under law and that the terms are contractual and not mere recitals. As such this Settlement Agreement may be used as evidence if any party brings a proceeding to enforce this Settlement Agreement.
3. By signing this Settlement Agreement, no party is admitting liability, wrongdoing, or the truth of any facts alleged in the CRD Complaint.
4. Pursuant to a Notice of Group or Class Investigation that the California Civil Rights Department ("CRD" or "Department") issued in the CRD Complaint on December 22, 2023, the Department has determined that the following Group Members are entitled to recovery in addition to Complainant: [REDACTED]
5. In exchange for the promises of CRD and Complainant in this Settlement Agreement, Respondents agree to pay a total settlement sum of \$160,000.00 ("Payment") and provide affirmative relief as set forth in paragraph 6 below. The individual payments are non-wage income and shall be paid via separate checks as outlined below, to be delivered at the following address:

¹ The term "CRD Complaint" includes Complainant's dual-filed complaint with the U.S. Equal Employment Opportunity Commission ("EEOC").]

Civil Rights Department
Attention: [REDACTED] Legal Division
561 Bannon Street, Suite 200
Sacramento, CA 95814

- a. One check in the amount of [REDACTED] made payable to [REDACTED] and delivered 21 days after Respondents' counsel's receipt of a completed W-9 form from this payee.
- b. One check in the amount of [REDACTED] made payable to [REDACTED] and delivered 21 days after Respondents' counsel's receipt of a completed W-9 form from this payee.
- c. One check in the amount of [REDACTED] made payable to [REDACTED] and delivered 21 days after Respondents' counsel's receipt of a completed W-9 form from this payee.
- d. One check in the amount of [REDACTED] made payable to [REDACTED] and delivered 21 days after Respondents' counsel's receipt of a completed W-9 form from this payee.
- e. One check in the amount of [REDACTED] made payable to [REDACTED] and delivered 21 days after Respondents' counsel's receipt of a completed W-9 form from this payee.
- f. One check in the amount of [REDACTED] made payable to [REDACTED] and delivered 21 days after Respondents' counsel's receipt of a completed W-9 form from this payee.

6. In addition to the monetary terms set forth in Paragraph 5, Respondents shall provide the following affirmative relief:

- a. Respondents will immediately stop engaging in any discrimination, harassment, or retaliation;
- b. Within 45 days of the Effective Date, Respondent Laguna will add language to its employee handbook that meets these requirements:
 - i. States the definition of harassment as stated in Government Code section 12940, subdivision (j);
 - ii. Mandates that Laguna must commence the investigation of complaints of discrimination and harassment or retain an outside third-party to investigate such complaints within 10 business days after Laguna learns of the complaint, regardless of whether the employee files a formal complaint;
 - iii. Mandates that Laguna will provide a final resolution to employees at the conclusion of an investigation into discrimination, harassment, and/or retaliation;
 - iv. Mandates protection of employees against retaliation for participation in protected activity; and
 - v. States to whom and how employees can make complaints when the complaint concerns a manager or supervisor.

Respondent Laguna agrees to submit the updated handbook for review by CRD, consider any suggestions CRD may provide in good faith, and engage in a dialogue with CRD regarding any suggestions Respondent Laguna does not accept.

- c. Within 75 days of the Effective Date, Respondent Laguna will distribute the newly revised employee handbooks to all employees currently active or on leave, as well as to any employee hired in the next 5 years as stated in section 2.
- d. Within 180 days of the Effective Date, Respondent Laguna will conduct a minimum two-hour yearly training for all supervisory employees, management, and human resources personnel on their responsibilities and obligations under the FEHA, with an emphasis on the investigation and reporting procedures of complaints of discrimination, harassment, and retaliation for a period of three years.
- e. Within 45 days of the Effective Date, Respondent Laguna will implement a policy described in paragraph 6(b)(ii) requiring the retention of a third-party investigator of any complaints of discrimination or harassment where a conflict of interest, or the appearance of a conflict exists, between the internal investigator and the complaining party(ies) or the subject(s) of the complaints.
- f. Within 90 days of the Effective Date, Respondent Laguna will establish an Employment Assistance Program² (EAP) as a resource for all their employees. Respondent Laguna will inform all current and new employees within 30 days of establishing the required EAP that they are entitled to participate in the Employee Assistance Program.
- g. Respondent Laguna must implement document procedures and retention policies regarding all complaints filed by employees.
- h. Within 75 days of the Effective Date, Respondent Laguna will post CRD anti-discrimination and harassment policies in conspicuous locations across its workplace.

7. In exchange for Respondents' promises in this Settlement Agreement, Complainant agrees:

- a. To the closure of the CRD Complaint within 10 days of the effective date.
- 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 that are based on or related to the alleged violations of the Fair Employment and Housing Act set forth in the CRD Complaint arising through the Effective Date of this Settlement Agreement.

8. In exchange for Respondents' promises in this Settlement Agreement, CRD agrees:

- a. To bear its own attorney's fees and costs.

²EAP is an Employment Assistance Program, which is a voluntary work-based program that offers assessment, short-term counseling, and referrals to employees who have personal and/or work-related problems. The EAP is a valuable resource that assists employees managing everyday concerns.

- b. To close its investigation of the CRD case [REDACTED] *Laguna Irrigation District*, [REDACTED] within 10 business days of the Effective Date.

9. This Settlement 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 Settlement Agreement prevents the disclosure of factual information by either party as specified in California Code of Civil Procedure section 1001.

10. This Settlement Agreement does not resolve any administrative complaints that are either filed with CRD after the Effective Date or not otherwise released by virtue of this Settlement Agreement. This Settlement Agreement in no way affects CRD's statutory rights or duties to process complaints or notices against any Respondent(s) that raise claims not covered by this Settlement Agreement, including commencing a civil action on any such complaints or notices. This Settlement Agreement shall in no way hinder or affect an individual's right to file a complaint involving any Respondent(s) with CRD or any other applicable agency, or to participate in a government investigation or CRD's investigation of, and determinations regarding, such complaints.

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

12. Notwithstanding Paragraph 11, the parties will maintain the confidentiality of the mediation process leading up to the execution of this Settlement Agreement as set forth in the Agreement to Mediate and Confidentiality Agreement that they previously signed.

13. In signing this Settlement Agreement, each party acknowledges that:
- a. They have carefully read and fully understand the provisions of this Settlement Agreement;
 - b. CRD and its agents and employees have not provided legal advice, tax advice, or advice concerning the impact of this Settlement 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 Settlement Agreement with an attorney, tax consultant, and/or benefits counselor prior to signing;
 - d. They have knowingly and freely entered into this Settlement Agreement, without coercion; and

e. They have the authority to bind the entity or individual on whose behalf they have signed.

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

15. CRD is not a signatory to and has not approved any separate agreement or covenant between the parties. Should any term contained in any separate agreement between the parties relating to this matter conflict with any term in this Settlement Agreement, this Settlement Agreement controls, and any conflicting terms in a separate agreement between the parties are void and unenforceable.

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

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

18. If any party or parties to this Settlement Agreement brings an action in court to enforce this Settlement Agreement, the prevailing party or parties will be entitled to recover their reasonable attorneys' fees and costs, as determined by the court.

19. The parties agree and understand that CRD has the authority to investigate compliance with this Settlement Agreement; to enforce the Settlement Agreement in court; or, in the event of breach of this Settlement Agreement by any of the parties, to reopen the CRD Complaint, continue its investigation, and pursue the CRD Complaint to the full extent of CRD's legal authority.

20. 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, or Title VII of the federal Civil Rights Act of 1964.

21. This Settlement Agreement shall be interpreted under the laws of the State of California.

22. This Settlement 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: 12-16-24



Dated: 12/18/2024



Dated: 12/18/2024



Dated: 12-18-24

12-18-24

In reliance on the promises made by the parties in the foregoing Agreement, the CRD will terminate its investigation of and close [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 Respondents.

Dated: 12/20/2024



Chhaya Malik, Deputy Director, Dispute Resolution Division
California Civil Rights Department