

**Civil Rights Department**

KEVIN KISH, DIRECTOR

651 Bannon 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 – Employment

CRD Case Number: [REDACTED]
EEOC Case Number: [REDACTED]

Complainant:

[REDACTED]

Respondents:

Sonoma Valley Unified School District
[REDACTED], in her official capacity as an employee of the District
[REDACTED], in his official capacity as an employee of the District
[REDACTED], in her official capacity as an employee of the District

In exchange for the promises and representations set forth herein, [REDACTED] (“Complainant”) and Sonoma Valley Unified School District (“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.
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 a total settlement sum in the amount of \$100,000 to [REDACTED] and his attorneys within 14 days of the effective date of this agreement, sent 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.

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”).

(i) One check payable to Complainant [REDACTED] for alleged non-wage compensatory damages, in the amount of \$66,667.00 for which an IRS Form 1099 will be issued to Complainant. [REDACTED]
[REDACTED]
[REDACTED]

(ii) One check payable to Complainant's counsel, Michael J. Reed's Attorney Trust Account in the amount of \$33,333.00 for attorneys' fees and expenses, for which an IRS Form 1099 will be issued to both Complainant and his counsel.
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

- b. To perform a review of Respondent's anti-discrimination policies and procedures within 180 days of the effective date of this agreement and amend any policies necessary to ensure compliance with the Fair Employment and Housing Act (FEHA).
 - c. Within 180 days of the date when this Agreement takes effect, to inform Complainant and the CRD that Respondent has satisfied the promises set forth in this Paragraph 4. Respondent will inform Complainant of compliance by email [REDACTED]. Respondent will inform the CRD of compliance via e-mail addressed to DRDCompliance@calcivilrights.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 Fair Employment and Housing Act, the Americans with Disabilities 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'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' 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 Americans with Disabilities 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. 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 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.

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: _____


Complainant Name

Complainant's Signature

Dated: _____

Sonoma Valley Unified School District on Behalf of Its self and
the Employees named above
Respondent Name & Job Title (Print)

Respondent's Signature

[Redacted Signature]

Dated: Nov 26, 2024

Chhaya Malik, Deputy Director Dispute Resolution

**Department Representative's Name & Job Title

Chhaya Malik

**Department Representative's Signature

Signature:

Email:

[Redacted Signature and Email]

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. 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 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.

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: _____

Complainant Name

Complainant's Signature

Dated: 12/2/24

Sonoma Valley Unified School District on Behalf of Its self and
the Employees named above
Respondent Name & Job Title (Print)

Superintendent



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 Respondent.

Dated: _____

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

**Department Representative's Signature

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. 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.

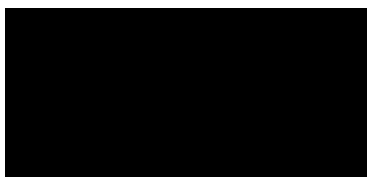
14. The parties agree and understand that the CRD has the authority to investigate compliance with this Agreement; to enforce the Agreement in court; or, in the event of breach of this Agreement by any of the parties, to reopen the CRD Complaint, continue its investigation, and pursue the CRD Complaint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

15. Respondent acknowledges 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.

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: Nov 25, 2024



Complainant's Signature

Dated: _____

Sonoma Valley Unified School District on Behalf of Its self and
the Employees named above

Respondent Name & Job Title (Print)

Respondent's Signature



Dated: _____

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

**Department Representative's Signature