



Civil Rights Department

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

SETTLEMENT AGREEMENT

CRD Case Name: [REDACTED] Town of Truckee

CRD Case Number: [REDACTED]

Complainant: [REDACTED]

Respondent: Town of Truckee

In exchange for the promises and representations set forth herein, [REDACTED] ("Complainant") and Town of Truckee ("Respondent") (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 (the "Effective Date").
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. Respondent will donate to the Truckee Donner Recreation and Park District ("TDRPD") the sum of Five Thousand Dollars (\$5,000.00) with a

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.

stipulation that the donation be used to enhance and improve access to TDRPD facilities for persons with disabilities;

b. Respondent will adopt a winter operations policy that prohibits storing snow within accessible parking spaces, their adjacent access aisles, and the associated curb ramps, and sidewalks in and/or adjacent to parking lots operated by Respondent. Respondent further agrees to inform its employees and contractors removing snow from parking lots operated by Respondent of the prohibition against storing snow set forth above. Nothing in this Agreement shall: (i) require snow to be removed from the accessible spaces and adjacent access aisles in a parking lot prior to that parking lot being cleared of snow or during active snow removal operations, defined as when Town snow removal equipment is actively removing snow in that parking lot or area, or (ii) require snow to be removed from curb ramps and sidewalks along a given stretch of road with a higher priority than the curb ramps and sidewalks along any other particular stretch of road;

c. Within ninety (90) days of the Effective Date, Respondent will inform Complainant and the CRD that Respondent has satisfied the promises set forth in this Paragraph 4. Respondent will inform Complainant of compliance via e-mail addressed to [REDACTED]. Respondent will inform the CRD of compliance via e-mail addressed to DRDCompliance@calcivilrights.ca.gov; and

d. Respondent will 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 California Government Code §11135 (Gov. Code §11135) and the California Disabled Persons Act (Civil Code §54 et seq.) ("CDPA") that are based on or related to the allegations in the CRD Complaint arising through the Effective Date.

5. In exchange for Respondent's promises in this Agreement, Complainant agrees:

- a. To the closure of the CRD Complaint; and
- 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 Gov.

Code §11135 and the CDPA that are based on or related to the allegations in the CRD Complaint arising through the Effective Date.

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 constitutes a public document.

However, the Parties agree to keep Complainant's identity confidential to the extent allowed by law. Complainant's identity 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 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.

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.

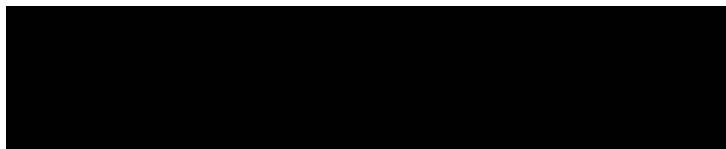
14. The Parties agree and understand that the CRD has the authority to investigate compliance with this Agreement; to enforce the Agreement in court; or, in the event of breach of this Agreement by Respondent, to reopen the CRD Complaint, continue its investigation, and pursue the CRD Complaint to the 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 Gov. Code §11135 and/or the CDPA.

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 or scanned signature has the same effect as the original.

Dated: Aug 27, 2025

A large black rectangular redaction box covering a signature.

Dated: Sep 2, 2025

A handwritten signature in cursive script that reads "Jen Callaway".

Jennifer Callaway, Town Manager
for Respondent Town of Truckee

In reliance on the promises made by the Parties in the foregoing Agreement, the CRD will terminate its investigation of and will 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: Sep 5, 2025

A handwritten signature in cursive script that reads "Chhaya Malik".

Chhaya Malik, Deputy Director of Dispute Resolution
for the California Civil Rights Department