



Civil Rights Department

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1-800-884-1684 (voice) | 1-800-700-2320 (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:

Tulare County Public Defender

[REDACTED]

[REDACTED]

In exchange for the promises and representations set forth herein, [REDACTED], ("Complainant") and Tulare County Public Defender ("TCPD"), [REDACTED], and [REDACTED] ("Respondent(s)") (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 *and* the Complainant's right to revoke the waiver of claims under the federal Age Discrimination in Employment Act ("ADEA"), as provided in the accompanying Addendum, has expired (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.

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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").

4. In exchange for Complainant's promises in this Agreement, Respondents agree:
 - a. Within 30 days of the Effective Date and of Complainant submitting an IRS Form W-9 to Respondent's counsel Allison Pierce at akpierce@tularecounty.ca.gov, whichever is later, Respondent TCPD will mail two checks made out to Complainant at the address provided to Respondent TCPD by Complainant on her Form W-9, as follows: (1) a check or payment for \$184,000 (one hundred and eighty-four thousand dollars) representing a non-wage payment and (2) a check or payment for \$16,000 (sixteen thousand dollars) less applicable withholdings representing a wage payment. As described in the Addendum, a portion of this monetary payment, totaling \$20,000, is consideration for Complainant's agreement to release any claims for age discrimination under the ADEA.
 - b. Respondent TCPD agrees to the following affirmative relief:
 - i. Within 180 days of the Effective Date of this Agreement, TCPD will provide proof of completion, including attendance records and materials used, for any in-person workplace sexual harassment prevention training, any AB 1825 training, and any SB 1343 training conducted within twelve months preceding the Effective Date. Said proof will be submitted to CRD's General Counsel Unit at ContactGCU@calcivilrights.ca.gov and CRD Associate Chief Counsel Logan Talbot at Logan.Talbot@calcivilrights.ca.gov.
 - ii. For twenty-four months following the Effective Date, TCPD will conduct at least one further in-person workplace sexual harassment training to last no less than one hour and to be conducted by a qualified training provider. TCPD will provide proof of such future training within 10 business days following completion of the training. For twenty-four months following the Effective Date, on a quarterly basis, TCPD will provide proof of employee completion of AB 1825 and SB 1343 trainings, within 10 business days following the end of the quarter. All proof of training provided under this section will include attendance records and materials used, and will be sent to CRD's General Counsel Unit at ContactGCU@calcivilrights.ca.gov and CRD Associate Chief Counsel Logan Talbot at Logan.Talbot@calcivilrights.ca.gov.
 - iii. For any sexual harassment complaints against TCPD employees or staff occurring within a period of one year following the Effective Date, TCPD will submit any sexual harassment complaints and their responsive investigative reports within 10 business days to CRD's General Counsel Unit at ContactGCU@calcivilrights.ca.gov and CRD Associate Chief Counsel Logan Talbot at Logan.Talbot@calcivilrights.ca.gov. Any documents submitted by

TCPD under this section 4.b.iii may be redacted and/or anonymized by TCPD to remove any personal identifying information.

- iv. Within one year of the Effective Date, TCPD will coordinate with Tulare County Human Resources to independently conduct a voluntary, anonymous survey of TCPD employees and staff. The purpose of this survey is twofold: (1) to identify potential employee knowledge gaps with respect to TCPD's sexual harassment prevention policy; and, (2) to gain insight into the genuinely held beliefs of TCPD employees and staff regarding the professional culture of the TCPD workplace. TCPD will make best efforts to ensure that a statistically significant portion of its employees and staff respond to the survey. The survey and any accompanying communications contemplated to be sent to TCPD employees and staff will be submitted for comment to CRD's General Counsel Unit at ContactGCU@calcivilrights.ca.gov and CRD Associate Chief Counsel Logan Talbot at Logan.Talbot@calcivilrights.ca.gov. TCPD will allow CRD 15 calendar days to comment on these materials and will in good faith consider incorporating any CRD comments. Within 30 days of Tulare County Human Resource's analysis of said survey results, TCPD will submit the survey results and the Human Resource analysis of the survey results to CRD's General Counsel Unit at ContactGCU@calcivilrights.ca.gov and CRD Associate Chief Counsel Logan Talbot at Logan.Talbot@calcivilrights.ca.gov.
- v. Within 90 days of the Tulare County Human Resource's analysis of the survey outlined in 4.b.iv., TCPD will draft an email Bulletin conspicuously informing all TCPD employees and staff of their options for reporting sexual harassment, as set forth in section 14.6 of the County's Equal Employment Opportunity/Discrimination/Sexual Harassment Policy. The Bulletin will highlight the policy's provisions that (1) "[t]here is no need to follow the chain of command" when lodging such complaints; (2) complainants may make complaints to "any of the following": "1. Immediate Supervisor; 2. Any Supervisor or Manager within or outside of the department; 3. Department Head; or 4. Director of Human Resources"; and (3) "An individual has the option to report harassment, discrimination, or retaliation to the EEOC or CRD." The Bulletin will include the current relevant form for submitting written sexual harassment complaints and the phone number and email address at Tulare County Human Resources where employees and staff may report sexual harassment. The Bulletin will be submitted for comment to CRD's General Counsel Unit at ContactGCU@calcivilrights.ca.gov and CRD Associate Chief Counsel Logan Talbot at Logan.Talbot@calcivilrights.ca.gov. TCPD will allow the CRD 15 calendar days to comment on the Bulletin and will in good faith consider incorporating any CRD comments. TCPD will circulate the Bulletin to all

employees and staff within 30 days of receiving any CRD comment. TCPD will request that all employees and staff acknowledge receipt of the Bulletin.

- vi. Within 90 days of the Effective Date, TCPD will provide photographic evidence that it conspicuously displays posters with information regarding sexual harassment prevention in the workplace at all TCPD office locations to CRD's General Counsel Unit at ContactGCU@calcivilrights.ca.gov and CRD Associate Chief Counsel Logan Talbot at Logan.Talbot@calcivilrights.ca.gov.
 - c. Within one year of the Effective Date, Respondent TCPD will inform Complainant and the CRD that TCPD has satisfied the promises set forth in Paragraphs 4a, 4(b)(i), 4(b)(iii) and 4(b)(iv) that occur within one year of the Effective Date. Respondent TCPD will inform Complainant of compliance by e-mail addressed to [REDACTED]. Respondent TCPD 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 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 Respondents' promises in this Agreement, Complainant agrees:
- a. To the closure of the CRD Complaint.
 - b. To release and forego from bringing against Respondents or any of Respondent TCPD'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, the Americans with Disabilities Act, ADEA, and 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, the accompanying Addendum, and underlying factual information related to the CRD Complaint are not confidential, and the Agreement and Addendum constitute 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 and the accompanying Addendum, 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, including the Addendum, 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.

- a. The 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. While the parties anticipate reciting the payment terms outlined in Paragraphs 4(a) of this Agreement in a separate agreement, such a recital will not entitle Complainant to additional monetary relief. The Parties agree that regardless of the number of agreements executed and the

terms recited therein, Complainant will only be entitled to recover the payments set forth in Paragraph 4(a) once.

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

16. This Agreement and the Addendum shall be interpreted under the laws of the State of California.

17. This Agreement and the Addendum 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: September 11, 2025


Complainant


Complainant's Signature

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Dated: 9/12/25

[REDACTED], TCPD
Respondent Name & Job Title

[REDACTED]
Respondent's Signature

Dated: _____

[REDACTED]
Respondent

Respondent's Signature

Dated: 9/12/25

[REDACTED]

[REDACTED]
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] and EEOC 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 Respondents.

Dated: 9/12/2025

Nina Paul, Assistant Chief Counsel
**Department Representative's Name & Job Title

Nina Paul

**Department Representative's Signature

Dated: _____ [REDACTED], [REDACTED], TCPD
Respondent Name & Job Title

Respondent's Signature

Dated: 09-12-2025

[REDACTED]
Respondent

[REDACTED]
Respondent's Signature

Dated: _____

[REDACTED]
Respondent

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] and EEOC 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 Respondents.

Dated: _____ Nina Paul, Assistant Chief Counsel
**Department Representative's Name & Job Title

**Department Representative's Signature

ADDENDUM: WAIVER OF CLAIMS UNDER THE
FEDERAL AGE DISCRIMINATION IN EMPLOYMENT ACT ("ADEA")

A. By signing this Addendum: Waiver of Claims Under the Federal Age Discrimination in Employment Act ("ADEA Waiver"), Complainant further agrees, in exchange for the consideration of \$20,000 allocated to the release of claims under the ADEA as stated in Paragraph 4 of the foregoing Agreement, to release and forego from bringing against Respondents or any of Respondents' officers, agents, or employees, in state or federal court, any potential claims under the ADEA arising through the date when this Agreement takes effect.

B. As required by the Older Workers Benefit Protection Act ("OWBPA"), the parties acknowledge that:

- i. Complainant is advised to consult with an attorney regarding a decision to release claims under the ADEA as provided in this ADEA Waiver.
- ii. Complainant may take up to 21 days to decide whether to sign this ADEA Waiver. Complainant may waive all or part of the 21-day consideration period by deciding to sign or reject the ADEA Waiver before the 21st day.
- iii. If Complainant signs this ADEA Waiver, Complainant may revoke the ADEA Waiver within 7 days of signing it. In order to revoke the ADEA Waiver, Complainant must send notice of the revocation in writing, before the end of the 7-day period, via e-mail to Allison Pierce at akpierce@tularecounty.ca.gov and to the Civil Rights Department's Dispute Resolution Division via e-mail to DRDCompliance@CalCivilRights.ca.gov.
- iv. If Complainant revokes the release of ADEA claims as stated in this ADEA Waiver, Complainant understands that they will forfeit the ADEA-release consideration of \$20,000. The remainder of the foregoing Agreement will remain in effect.

C. This ADEA Waiver does not apply to claims that may arise in the future, after the date when this Agreement takes effect.

Dated: September 11, 2025


Complainant


Complainant's Signature