



Civil Rights Department

651 Bannan 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(s):

[REDACTED]

Respondent(s):

Whole Foods Market

In exchange for the promises and representations set forth herein, [REDACTED] ("Complainant") and Whole Foods Market ("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 ("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:

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").

- a. Complainant will be paid the total gross sum of [REDACTED] and Zero Cents [REDACTED] which will be paid as follows:
- i. Respondent will pay [REDACTED] [REDACTED] to Complainant in compensation for Complainant's alleged lost wages, less mandatory payroll deductions, including, but not necessarily limited to: federal tax, state tax, social security contribution, and Medicare contribution by check payable to [REDACTED] and delivered via overnight mail to [REDACTED] within thirty (30) business days of the Effective Date;
 - ii. Respondent will pay [REDACTED] and Zero Cents [REDACTED] to Complainant in compensation for Complainant's alleged non-economic damages by check payable to [REDACTED] and delivered via overnight mail to [REDACTED] within thirty (30) business days of the Effective Date, provided Complainant has completed and returned to Respondent a fully executed IRS Form W-9;
- b. As affirmative relief Respondent will
- i. Certify that it completed an in-person fair employment training for all of its California Team Member Services or "TMS" team regarding an employer's obligations regarding disability and accommodation requests, as well as anti-discrimination, anti-harassment, and anti-retaliation obligations to employees who are disabled or become disabled under the FEHA and the California Regulations interpreting and implementing the FEHA (2 CCR § 10000 et seq.), at its 2025 annual summit. Whole Foods Market will provide the CRD with the names and job titles of all the TMS personnel who participated and the training materials used, including all slides and notes, in accordance with paragraph 4.b.iii. Should there be any deficiencies with the training completed at the 2025 annual summit, Whole Foods Market shall provide supplemental online training within one hundred and twenty (120) days of the Effective Date. Thereafter, during each of the two (2) years after the date of execution, Whole Foods Market will provide an annual interactive virtual training for all TMS personnel who serve California workers. A list of the names and job titles of all who participated should be provided with the annual report described in paragraph 4.b.iv. each year;

- ii. Certify that its TMS team will train the store leaders in California working for Whole Foods Market California, Inc. in virtual interactive trainings regarding employer's obligations regarding disability and accommodation requests, as well as anti-discrimination, anti-harassment, and anti-retaliation obligations to employees who are disabled or become disabled under the FEHA and the California Regulations interpreting and implementing the FEHA (2 CCR § 10000 et seq.), within one hundred and eighty (180) days of the Effective Date;
- iii. Ninety (90) days prior to conducting training, Respondent will produce its training materials regarding its disability and accommodation process to the CRD legal department ("CRD Legal") via email to Siri.Thanasombat@calcivilrights.ca.gov and CRDLegalMgr@calcivilrights.ca.gov. Thereafter, CRD Legal will have 30 days to review and provide written recommendations, if any, to Respondent, via email addressed to [REDACTED]@wholefoods.com. After Respondent receives any written recommendation from CRD Legal, Respondent will have an additional twenty (20) days to review those recommendations and respond in writing indicating which recommendations will be accepted and which recommendations will be rejected with an explanation as to why or whether a reasonable alternative will be implemented. As to any recommendations that are rejected with no reasonable alternative, Respondent and CRD Legal are to schedule a good faith meet and confer meeting within fifteen (15) days to discuss the rejected recommendations.
- iv. Annually, for two (2) years after the date of execution, Respondent will certify in an annual report that its disability request and accommodation policies and procedures are compliant with California and Federal law, and that it has trained its California TMS personnel and store leadership working under Whole Foods Market California, Inc. in accordance with paragraphs 4.b.i through 4.b.ii, utilizing the training materials contemplated in paragraph 4.b.iii. Certification will be sent to CRD Legal via email to Siri.Thanasombat@calcivilrights.ca.gov and CRDLegalMgr@calcivilrights.ca.gov.

- c. Within one hundred and eighty (180) days of the Effective Date, Respondent also will certify to CRD that Respondent has satisfied the provisions set forth in paragraphs 4.a.i and 4 a.ii as well as in paragraphs 4.b.i. through 4.b.iii. Respondent will inform 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 Respondent'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, 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. However, the parties agree to keep Complainant's identity and the amount of the monetary payment confidential to the extent allowed by law. Complainant's identity and the amount of the monetary payment may not be disclosed to a third party, with the exception of the parties' attorneys, tax advisors, insurers, benefits counselors, 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. 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 Americans with Disabilities Act, and/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.

[Signatures on next page]

Employment Settlement Agreement
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Dated: Oct 12, 2025

[REDACTED]
Complainant Name

[REDACTED] Oct 12, 2025 16:33:38 PDT
Complainant's Signature

Dated: October 14, 2025

Whole Foods Market
Patrick Bradley, Sr. Vice President of Operations

Signed by:
Patrick Bradley
350547244F1E4481
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 Respondent.

Oct 20, 2025
Dated: _____

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

Chhaya Malik
**Department Representative's Signature