

SETTLEMENT AGREEMENT
Civil Rights Department v. Pierce Projects Inc., et al.
(San Bernardino County Superior Court Case No. CIVRS2400908)

This Settlement Agreement (“Agreement”) is a three-way agreement made and entered into by and among Defendants Pierce Projects Incorporated; Garrison Family Trust; Theresa Aileen Cortez Living Trust; Betty Jo Garrison, as trustee of the Garrison Family Trust; and Brenda J. Sierdsma, as trustee of the Theresa Aileen Cortez Living Trust (“Defendants”); California Civil Rights Department (“Plaintiff” or “CRD”); and Real Party in Interest Angelia Jefferson (“Real Party”) (collectively, “Parties,” or referred to individually herein as “Party”). In exchange for the promises and representations set forth herein, the Parties agree to settle the currently pending civil action in San Bernardino County Superior Court, *Civil Rights Department v. Pierce Projects Inc., et al.*, Case No. CIVRS2400908 (“Legal Action”) as follows:

1. This Agreement is voluntarily entered into by all the Parties.
2. This Agreement shall be effective as of the date on which all Parties have fully executed this Agreement (“Effective Date”).
3. In consideration of Defendants’ promises in this Agreement, including specifically the promises in Paragraphs 5 and 6, of this Agreement, Plaintiff and Real Party agree to release, up to the Effective Date of this Agreement, Defendants from all claims and causes of action it has brought in the Legal Action and all claims and causes of action arising from the underlying administrative complaint filed by Real Party with CRD (CRD Matter No. 202302-19645809, hereinafter “CRD Matter”).
4. In consideration of Defendants’ promises in this Agreement, Plaintiff and Real Party agree to not institute any action, either together or separately, in state or federal court, or before any local, state, or federal government entity, that, through the Effective Date of this Agreement, arises out of the alleged unlawful acts and/or omissions of Defendants or any of Defendants’ agents, employees, or representatives, as alleged or investigated in the CRD Matter or in relation to any claim alleged in the Legal Action. This paragraph is subject to Plaintiff’s rights under Paragraphs 14 and 19 below.

Monetary Terms

5. Defendants agree to pay within thirty calendar (30) days of the Effective Date, and as consideration for the releases set forth in this Agreement, the total Settlement Sum of One Hundred and Forty-Five Thousand Dollars (\$145,000.00) to the Civil Rights Department and Real Party, in the following manner:
 - a. Defendants will pay One Hundred and Ten Thousand Dollars (\$110,000.00) by check made payable to “Angelia Jefferson”. Defendants will send the check to the Real Party via overnight mail through a delivery method with tracking service, such as certified mail, UPS or FedEx delivery, to her current address at:

Angelia Jefferson



Defendants shall notify Plaintiff once the check has been mailed and provide Plaintiff with the tracking information.

- b. Defendants will pay Thirty-Five Thousand Dollars (\$35,000.00) by check made payable to the "Civil Rights Department." Defendants will send the check to CRD through a delivery method with tracking service, such as certified mail, UPS or FedEx delivery to the following address:

Civil Rights Department
Att: Accounting
651 Bannon Street, Suite 200
Sacramento, CA 95811

Defendants shall notify Plaintiff once the check has been mailed and provide Plaintiff with the tracking information.

Non-Monetary Terms

- 6. In addition, Defendants agree to the following affirmative relief:
 - a. Within ninety (90) calendar days of the Effective Date, Defendants Betty Jo Garrison and Brenda J. Sierdsma, will each attend at least two (2) hours of fair housing training, with one (1) hour focused on source of income discrimination in housing. Defendants will also ensure Linda Huston completes two hours of fair housing training.
 - b. Defendants will ensure any new officers of Defendant Pierce Projects Inc. or new trustees of Defendants Garrison Family Trust and/or Theresa Aileen Cortez Living Trust in the next five years will attend two (2) hours of fair housing training within six months of any new officer and/or trustee being appointed.
 - c. Within one hundred twenty (120) calendar days of the Effective Date, Defendant Pierce Projects Inc. shall develop and implement a written fair housing policy prohibiting discrimination based on source of income for all rental properties owned both individually or jointly. The policy should outline what steps to follow when Defendant Pierce Projects receives applications from prospective tenants with a subsidy such as a Section 8 voucher.

- d. Defendants shall include the phrases “Section 8 welcome” or “We accept Section 8” on all rental applications provided to prospective tenants in the next five (5) years for any rental unit owned by Defendants either individually or jointly.
 - e. Defendants shall affirmatively list available rental properties, owned individually or jointly by Defendants, on GoSection8.com (also accessible as affordablehousing.com) and/or with the Housing Authority of San Bernardino County, for the next five (5) years.
 - f. Defendants or their representative shall send a notice confirming compliance with the non-monetary terms outlined in paragraphs 6(a) and (c) of this Agreement within one-hundred and eighty (180) calendar days of the Effective Date. The notices of compliance shall include a copy of certificate/letter of completion of fair housing trainings, and written fair housing policy. Defendants shall also notify Plaintiff within one (1) year of any new officer and/or trustee being appointed that the training outlined in paragraph 6(b) has been completed, and include a copy of the certificate and/or letter of completion of training. The notices must be emailed to Nassim Moallem, Staff Counsel for the California Civil Rights Department at Nassim.Moallem@calcivilrights.ca.gov and the CRD General Counsel Unit at ContactGCU@calcivilrights.ca.gov.
7. Except as provided for in Paragraph 5 and its subparts and Paragraph 19, the Parties shall each bear their own costs and attorneys’ fees incurred in connection with or in relation to this Agreement, this Legal Action, and the CRD Matter.

Dismissal of Legal Action

8. Notice of Settlement: Plaintiff will file a Notice of Settlement with the San Bernardino County Superior Court where the Legal Action is pending within ten (10) calendar days of the Effective Date.
9. Court to Retain Jurisdiction: Plaintiff and Defendants will file a stipulation for the Court to enter an order retaining jurisdiction pursuant to Code of Civil Procedure section 664.6 to enforce the Agreement until performance in full of its terms, even after dismissal of this Legal Action. If any Party fails to comply with their obligations under the Agreement, the other Party may enforce the terms of the Agreement by filing a motion requesting that the Court enter judgement against the Party to the extent that this Agreement has been breached. Plaintiff will file the stipulation with the Notice of Settlement within ten (10) days of the Effective Date, and before the filing of the Request for Dismissal.
10. Request for Dismissal: Plaintiff will execute and file a Request for Dismissal of the Legal Action with prejudice within ten (10) calendar days of receipt of the Settlement Sum in Paragraph 5, or after the Court has entered an order on the stipulation for the court to retain

jurisdiction per Paragraph 9, whichever is later. Plaintiff will provide proof of the filing to Defendants.

Acknowledgements

11. This Agreement does not prohibit Real Party 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.
12. The existence, terms, and conditions of this Agreement, and underlying factual information related to the Legal Action and CRD Matter are not confidential and constitute a public record.
13. The Parties acknowledge that this Agreement represents the sole and entire Agreement between the Parties and supersedes all prior agreements, negotiations, and discussions among them and/or their respective counsel with respect to the Legal Action and CRD Matter. In signing this Agreement, the Parties agree that they have not relied on any other promises, inducement, or representations, other than as expressly set forth herein. The Parties further agree and understand that this Agreement may only be modified in writing signed by all Parties.
14. Defendants acknowledge that Plaintiff does not waive its right to process any other administrative complaints against Defendants by any other person. Plaintiff's participation in this Agreement is limited to the factual allegations of the underlying CRD Matter and Legal Action. Plaintiff does not, nor is it able to, waive the rights of any other person who may want to file a complaint of discrimination against Defendants. Nor is Plaintiff waiving its right to initiate a Director's Complaint based on allegations that are unrelated to any claims released pursuant to Paragraphs 3 and 4 above.
15. Nothing in this Agreement shall be construed as an admission by Defendants of any misconduct, nor shall compliance with this Agreement constitute or be construed as an admission by Defendants of any misconduct or its agreement with any findings by Plaintiff to date. This paragraph shall not, however, diminish or otherwise affect Defendants' obligations, responsibilities, and duties under this Agreement.
16. In signing this Agreement, the Parties acknowledge that neither Plaintiff CRD nor any of CRD's agents or employees has served as an attorney or a tax advisor to any Party. The Parties further acknowledge that each Party has the right to seek tax advice or advice related to how this settlement will affect any public benefits, and to review this Agreement with an attorney or tax consultant, prior to signing.

17. If any provision of this Agreement is held to be invalid and/or unenforceable, the Agreement shall be considered as if the invalid and/or unenforceable portion did not exist, with all remaining portions considered valid and enforceable.
18. This Agreement shall be construed and enforced pursuant to the laws of the State of California.
19. Should any Party fail to comply with its obligations under this Agreement, in whole or in part, in any action or proceeding brought to enforce the provisions of this Agreement, the prevailing Party shall be entitled to reasonable attorney fees and costs. In addition, the Parties agree and understand that Plaintiff has the authority to investigate compliance with this Agreement and to enforce the Agreement in court in the event of a breach.
20. In signing this Agreement, the Parties acknowledge that:
 - a. They have read and fully understand all provisions of this Agreement;
 - b. They are voluntarily entering into this Agreement, without coercion;
 - c. They have entered into this Agreement based on their own judgment; and
 - d. They have not relied upon any representations or promises made by the other Parties other than those contained herein.
21. The Parties represent and acknowledge that they have had an opportunity to be represented by legal counsel of their own choice throughout the negotiations which preceded this Agreement in connection with the preparation, and execution of this Agreement.
22. The terms of this Agreement are contractual in nature and are not merely recitals.
23. Nothing in this Agreement, whether express or implied, is intended to or shall (a) confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties hereto and their respective successors and assigns; (b) relieve or discharge the obligation or liability of any third person to any Party hereto, or (c) give any third person any right of subrogation or action against any Party to this Agreement.
24. This Agreement may be executed in counterparts and facsimile, e-mail, and photocopies shall be deemed as originals for the purposes of this Agreement. To the extent any of the undersigned individuals is signing on behalf of a Party, that individual hereby certifies that he or she has full authority to enter into this agreement for the Party on whose behalf he or she has signed and agreed. This document may be executed in duplicate originals, each of which shall be equally admissible in evidence.

IT IS SO AGREED.

Plaintiff CRD:

Nassim Moallem
Attorney for Civil Rights Department

Date

Defendant Pierce Projects, Inc.

Betty Jo Garrison
President of Pierce Projects Inc.

11-11-25

Date

Defendants Garrison Family Trust and Betty Jo Garrison, as trustee of the Garrison Family Trust

Betty Jo Garrison
Trustee of the Garrison Family Trust

11-11-25

Date

Defendants Theresa Aileen Cortez Living Trust and Brenda J. Sierdsma, as trustee of the Theresa Aileen Cortez Living Trust

Brenda J. Sierdsma
Trustee of the Theresa Aileen Cortez Living Trust

11/24/25

Date

Real Party in Interest:

Angelia Jefferson
Real Party in Interest

Date

IT IS SO AGREED.

Plaintiff CRD:



Nassim Moallem
Attorney for Civil Rights Department

11/25/2025

Date

Defendant Pierce Projects, Inc.

Betty Jo Garrison
President of Pierce Projects Inc.

Date

Defendants Garrison Family Trust and Betty Jo Garrison, as trustee of the Garrison Family Trust

Betty Jo Garrison
Trustee of the Garrison Family Trust


Date

Defendants Theresa Aileen Cortez Living Trust and Brenda J. Sierdsma, as trustee of the Theresa Aileen Cortez Living Trust

Brenda J. Sierdsma
Trustee of the Theresa Aileen Cortez Living Trust

Date

Real Party in Interest:

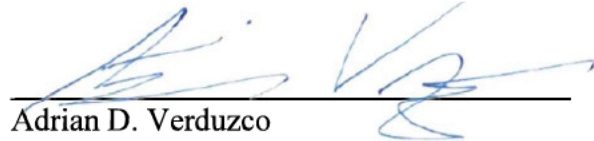

[Angela Jefferson \(Nov 25, 2025 15:02:19 PST\)](#)
Angela Jefferson
Real Party in Interest

11/25/2025

Date

APPROVED AS TO FORM:

Attorney for Defendants



Adrian D. Verduzco
ANDERSON & LeBLANC, A.P.L.C.
Attorney for Defendants

11/25/2025

Date