



Civil Rights Department

651 Bannon Street, Suite 200 | Sacramento | CA | 95811
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 – Non-Housing/Non-Employment

CRD Case Number: [REDACTED]

Complainant(s):
[REDACTED]

Respondent(s):
Hyundai of Folsom, LLC dba Folsom Lake Hyundai

In exchange for the promises and representations set forth herein, [REDACTED] (“Complainant(s)”) and Hyundai of Folsom, LLC dba Folsom Lake Hyundai (“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.
2. The parties intend and agree that this Agreement is binding and enforceable as permitted under law. The terms of this Agreement 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 or the CRD First Amended 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.

- a. To pay [REDACTED] to Complainant in compensation for Complainant's alleged damages by check payable to "[REDACTED]" and delivered via overnight mail to Complainant at [REDACTED], within thirty (30) calendar days of the Effective Date, provided Complainant has completed and returned to Respondent a fully executed IRS Form W-9;
- b. To abide by all applicable federal, state, and local laws prohibiting discrimination in public services and accommodations and will not discriminate against individuals who visit their business establishment on the basis of national origin, race or any other protected category under the Unruh Civil Rights Act (The Unruh Act).
- c. Within 30 days of Effective Date, Respondent will update its policies to ensure they contain adequate and up-to-date procedures for (1) receiving, (2) investigating, (3) responding to and (4) resolving any complaint of alleged unlawful discrimination or harassment made by a member of the public for alleged violations of The Unruh Act. The policies will identify the personnel responsible for receiving the complaints of alleged unlawful discrimination or harassment and include a checklist and timeline to guide the personnel responsible for ensuring proper handling of the complaints.
- d. Within 30 days of the Effective Date, Respondent will ensure it has an employee code of conduct that explicitly states employees are expected to (1) provide equal service to all customers so that protected characteristics, such as race, do not impact the quality of service and (2) be mindful of using respectful and inclusive language when interacting with colleagues, customers, and other members of the public. See, for example, Welcome-In-101.pdf.
- e. Within 60 days of the Effective Date, Respondent will provide copies of the new or updated policies under sections 4(c) and (d) to CRD and to all existing employees.
- f. Within 120 days of the Effective Date, Respondent will require all employees who interact with the public to complete a reputable training of at least 90 minutes on addressing racial bias, harassment, and discrimination in the workplace, and confirm completion with CRD; and

7A. 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 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 all 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 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 Unruh Civil Rights Act.

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: Jan 14, 2026

[Redacted]
Complainant Name (Print)

[Redacted]

Jan 14, 2026 11:06:28 PST

[Redacted]
Complainant's Signature

Dated: 1/13/2026

Hyundai of Folsom, LLC dba Folsom Lake Hyundai
Respondent Name & Job Title (Print)

[Redacted]

3D4D0458CBA043F...
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] with respect to Respondent Hyundai of Folsom, LLC dba Folsom Lake Hyundai, 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: Jan 16, 2026

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

Chhaya Malik

**Department Representative's Signature