

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”), is a three-way agreement made and entered into by and among: Respondent Tehama County Administration (“Respondent”); complainant [REDACTED] (“Complainant”); and California Civil Rights Department (“CRD” or “Department”) (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 claims arising from of the allegations made in [REDACTED] / Tehama County Administration, CRD Matter No. Case # [REDACTED] and the Department’s Cause Letter, dated November 12, 2025 (the “CRD Matter”) as follows:

1. This Agreement is voluntarily entered into by all the above-listed Parties.
2. This Agreement shall be effective as of the date on when all Parties have fully executed this Agreement (“Effective Date”).
3. In consideration of Respondent’s promises in this Agreement, CRD and Complainant 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 arises out of the alleged unlawful acts and/or omissions of Respondent or any of Respondent’s agents, employees, or representatives, as alleged or as alleged or investigated in the CRD Matter or in relation to any claim alleged in Complainant’s complaint with CRD. This paragraph is subject to CRD’s rights under paragraphs 11 and 16 below.

Monetary Terms

4. Respondent agrees to pay within fourteen (14) days of full execution of this Settlement Agreement, upon receipt of the appropriate tax forms from Complainant’s counsel, and as consideration for the releases set forth herein, the total Settlement Sum of \$50,000 directly to Complainant via one payment/check made payable to Complainant, \$100 dollars of which shall be allocated for the ADEA claims and \$49,900 which shall be allocated for all other claims. The check will be mailed to Complainant at [REDACTED]. A Form 1099 will be issued for this payment.

Non-Monetary Terms

5. In addition, Respondent agrees to the following:
 - a) Within 90 days of the Effective Date, Respondent will update its current policies and procedures regarding background checks for applicants to comply with the Fair Chance Act and all other applicable laws. Specifically, those policies and procedures will ensure that Respondent notifies an applicant of any disqualifying conviction(s), notifies applicants of their right to respond and provide them adequate opportunity to respond, and will require a copy of the criminal background report be included in all pre-adverse action notices.

- b) Within 30 days of the Effective Date, send CRD drafts of its updated policies and procedures regarding background checks for applicants. Along with those draft policies and procedures, Respondent will include templates of its pre-adverse and adverse action notices and any other notices and forms it intends to use to ensure its compliance with the FCA. CRD will review those drafts and provide feedback within 30 days. Respondent must implement the updated policies and procedures within 30 days of receiving CRD's feedback.
 - c) Contract with a mutually agreed upon trainer to conduct a two-hour Fair Chance Act training to all County personnel involved in reviewing applicants' criminal history reports and conducting individualized assessments of applicants' conviction history. That training must occur within 90 days of the Effective Date and include the following topics:
 - a. The purpose of the FCA;
 - b. The procedural protections provided by the FCA;
 - c. Conducting legally compliant individualized assessments.
 - d) Starting on December 31, 2026, and for the following three years, Respondent will provide CRD with a chart containing the following information for each instance in which an applicant for employment or promotion in California had their conditional offer revoked or was denied employment or promotion based, in whole or in part, on their criminal history:
 - a. Name of the Applicant;
 - b. Job Title and Description;
 - c. The alleged disqualifying conviction or convictions;
 - d. Whether the applicant provided any mitigating or rehabilitation evidence or additional information in response to the preliminary decision;
 - e. Whether the applicant disputed the accuracy of the criminal history report; The written individualized assessments;
 - f. A summary of the individualized assessment or decision-making process in making a final decision to deny hire or promotion.
6. Older Workers Benefit Protection Act/Age Discrimination in Employment Act (ADEA) Waiver.

(a) Complainant expressly acknowledges and agrees that by entering into this Release Agreement, Complainant is waiving any and all rights or claims that she may have arising under the Age Discrimination in Employment Act of 1967, as amended (the "ADEA"), which have arisen on or before the date of execution of this Agreement.

(b) Complainant acknowledges Complainant has been advised to consult with an attorney of Complainant's own choosing before signing this Agreement, in which Complainant waives important rights, including those under the Age Discrimination in

Employment Act.

(c) Complainant acknowledges Complainant has a period of twenty-one (21) calendar days to review and consider this Agreement before signing it, has had the opportunity to speak to with counsel, understands that once it is signed this twenty-one (21) calendar day period has been waived, and does waive this period. Complainant acknowledges that Complainant is hereby advised in writing of Complainant's right to seek legal counsel at Complainant's own expense to review this Agreement and advise Complainant concerning its terms.

(d) Complainant may revoke this Agreement within seven (7) calendar days of signing this Agreement and is hereby advised in writing that this Agreement shall not become enforceable against Complainant until the revocation period has expired. Complainant knowingly and voluntarily agrees to all of the terms set forth in this Agreement and Complainant knowingly and voluntarily intends to be legally bound by the same. Complainant also understands that rights or claims under the Age Discrimination in Employment Act of 1967, as amended, that may arise after the date this Agreement is executed are not waived.

(e) Complainant understands that the releases contained in this Agreement do not extend to any rights or claims that Complainant has under the Age Discrimination in Employment Act that first arise after execution of this Agreement.

(f) If Complainant signs this Agreement before the twenty-one (21) calendar day consideration period expires, the seven (7) calendar day revocation period (described in subsection (g) below) shall immediately begin. If Complainant signs this Agreement before the twenty-one (21) calendar day consideration period expires, Complainant agrees that Complainant knowingly and voluntarily has accepted the shortening of the twenty-one (21) calendar day consideration period and that Respondent has not promised Complainant anything or made any representations that are not contained in this Agreement. In addition, if Complainant signs this Agreement before the twenty-one (21) calendar day consideration period expires, Complainant acknowledges and affirms that Respondent has not threatened to withdraw or alter the offer contained in this Agreement prior to the expiration of the twenty-one (21) calendar day consideration period.

(g) If Complainant elects to revoke this Agreement within seven (7) calendar days after the date Complainant executes this Agreement, such revocation must be submitted in writing and state, "I hereby revoke my acceptance of our Settlement Agreement." The revocation must be mailed to Tehama County Administration, and postmarked within seven (7) calendar days after Complainant's execution of this Agreement. The foregoing notwithstanding, this Agreement shall not become effective and enforceable against Complainant until the seven (7) calendar day revocation period has expired.

7. Except as provided for in Paragraph 5 and Paragraph 16, the Parties shall each bear their own costs and attorneys' fees incurred in connection with or in relation to the CRD Matter and/or this Agreement.

Acknowledgements

8. 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.
9. The existence, terms, and conditions of this Agreement and underlying factual information related to the CRD Complaint are not confidential, and the Agreement and Addendum constitute a public record.
10. 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 above-referenced 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 a writing signed by all Parties.
11. The Parties acknowledge that the CRD does not waive its right to process any other complaints against Respondent by any other person. The CRD's participation in this Agreement is limited to the particular factual allegations of the underlying CRD Matter. CRD does not, nor is it able to, waive the rights of any other person who may want to file a complaint of discrimination against Respondent. Nor is CRD waiving its right to initiate a Director's Complaint based on allegations that are unrelated to any claims released pursuant to Paragraph 4 above.
12. Nothing in this Agreement shall be construed as an admission by Respondent of any misconduct, nor shall compliance with this Agreement constitute or be construed as an admission by Respondent of any misconduct or its agreement with any findings by the CRD to date. This paragraph shall not, however, diminish or otherwise affect Respondent's obligations, responsibilities, and duties under this Agreement.
13. In signing this Agreement, the Parties acknowledge that neither CRD nor any of its 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.

14. 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.
15. This Agreement shall be construed and enforced pursuant to the laws of the State of California.
16. 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 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.
17. The Parties acknowledge that: (a) they have read and fully understand all the 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.
18. The Parties represent and acknowledge that they have had an opportunity to be represented by legal counsel of their own choice throughout all the negotiations which preceded this Agreement in connection with the negotiation, preparation, and execution of this Agreement.
19. The terms of this Agreement are contractual in nature and are not merely recitals.
20. 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.
21. 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.

It is so agreed.

CRD: Irene Meyers, Staff Counsel

Signature: *Irene Meyers*

Dated: 03/04/2026

Complainant: [REDACTED]

Signature: [REDACTED]

Dated: 03/04/2026

Respondent: Gabriel Hydrick

Signature: 
Gabriel Hydrick (Mar 4, 2026 12:03:01 PST)

Title: Chief Administrator, Tehama County

Dated: 03/04/2026