
Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
www.dfeh.ca.gov | contact.center@dfeh.ca.gov

SETTLEMENT AGREEMENT

This Settlement Agreement (“Agreement”), is a three-way agreement made and entered into by and among: Respondent Spencer Gifts LLC (“Respondent”); complainant [REDACTED] (also known as [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 investigation of CRD matter *Blackthorn v. Spencer Gifts*, CRD Matter No. Case # [REDACTED] that resulted in the Department’s finding of cause on January 30, 2026 (the “CRD Matter”), among other things, 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, including the promises in Paragraphs 5 and 6 of this Agreement, Complainant agrees to release, up to the Effective Date of this Agreement, Respondent from any and all claims alleged in Complainant’s administrative complaint with CRD.
4. 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 investigated in the CRD Matter. This paragraph is subject to CRD’s rights under paragraphs 11 and 16 below.

Monetary Terms

5. Respondent agrees to pay within 10 days of the Effective Date, as consideration for the releases set forth herein, the total Settlement Sum of \$97,500.00 to Complainant in the two checks described below. Both checks will be made payable to “[REDACTED]” and mailed using a trackable method to Complainant at [REDACTED].
 - (a) One check for alleged lost wages in the sum of \$10,000.00 dollars less payroll deductions and withholdings; and
 - (b) A second check for alleged emotional distress damages in the sum of \$87,500.00, without deductions;

Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
www.dfeh.ca.gov | contact.center@dfeh.ca.gov

Non-Monetary Terms

6. In addition, Respondent agrees to the following:
- (a) Respondent will contract with a mutually agreed upon trainer to conduct a series of two two-hour disability and reasonable accommodation trainings to all personnel involved in hiring, supervising, and conducting human resource functions for employees in California. The first of the trainings must occur by June 30, 2026 and the second by June 30, 2027. The trainings must include the following topics:
 - i. Reasonable accommodation requests;
 - ii. Medical inquiries; and
 - iii. The interactive process.
 - (b) Respondent shall provide verification to CRD that its training obligations have been satisfied, within 60 days of each training described in paragraph (a) above.
 - i. The verification set forth in subpart (b) immediately above shall include the names and titles of Respondent's employees who received the training during the applicable year; and
 - ii. Unless attending a CRD training, a copy of the training materials will be provided to CRD for review.
 - (c) Within 60 Calendar days of the execution of this Agreement, Respondent will update its policies, practices, and procedures for its California workplaces regarding medical devices and reasonable accommodations for all applicants and employees to comply with FEHA and all other applicable laws. Specifically:
 - i. Respondent will not require employees using medical devices to request a 'reasonable accommodation' to use the device;
 - ii. Respondent will not make medical inquiries of employees utilizing medical devices unless the inquiry is both job-related *and* consistent with business necessity pursuant to Cal. Code Regs., tit. 2, § 11071(d) ;
 - iii. Respondent will not initiate an interactive process unless the conditions in Cal. Code Regs., tit. 2, § 11069 subd. (b)(2) or (3) are met; and

Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
www.dfeh.ca.gov | contact.center@dfec.ca.gov

- iv. Respondent will not suspend employees while accommodation requests are being evaluated.
- (d) Within 60 calendar days of the Effective Dates, Respondent will send CRD drafts of its updated policies and procedures regarding medical devices and reasonable accommodations. Along with those draft policies and procedures, Respondent will include templates of any notices and forms it intends to use to ensure its compliance with FEHA with respect to medical devices and reasonable accommodations. 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.
- (e) Monitoring: On May 31, 2027 and May 31, 2028 Respondent will provide CRD with a chart containing the following information for each instance in which an applicant or employee requested a reasonable accommodation:
- i. Name of the requester;
 - ii. Date of the request;
 - iii. Job Title and Description of the requester;
 - iv. The requested accommodation;
 - v. The outcome of the request; and
 - vi. Date of outcome.

CRD may request additional information about any of these instances.

- (f) All notices regarding compliance and review outlined in this Agreement shall be sent to the following email addresses at CRD: jacy.gaige@calcivilrights.ca.gov and ContactGCU@calcivilrights.ca.gov.
7. Except as provided for in 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.

Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
www.dfeh.ca.gov | contact.center@dfeh.ca.gov

9. The existence, terms, and conditions of this Agreement and underlying factual information related to the CRD Complaint are not confidential, and the Agreement constitutes 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 CRD does not waive its right to process any other complaints against Respondent by any other person. 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 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 CRD has the authority to investigate compliance with this

Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
www.dfeh.ca.gov | contact.center@dfeh.ca.gov

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 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 of 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:

Jacy Gaige, Staff Attorney

SIGNATURE:  _____

DATE: **03/30/2026** _____

Civil Rights Department

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
www.dfeh.ca.gov | contact.center@dfef.ca.gov

Complainant [REDACTED] (also known as [REDACTED]):

SIGNATURE: [REDACTED] (Mar 24, 2026 18:29:36 PDT)

DATE: 03/24/2026

Respondent Spencer Gifts LLC:

SIGNATURE: *Ken W. Mad*

DATE: 03/30/2026