



Civil Rights Department

651 Bannan 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

CIVIL RIGHTS DEPARTMENT (CRD) SETTLEMENT AGREEMENT

CRD Case Number: [REDACTED]

Complainant:

[REDACTED]

Respondent:

Spectrum Mobile, LLC

In exchange for the promises and representations set forth herein, [REDACTED] ("Complainant") and Spectrum Mobile, LLC ("Respondent") (collectively the "parties"), agree to resolve the above-listed complaint filed with the Civil Rights Department ("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 ("Effective Date").
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.
4. In exchange for Complainant's promises in this Agreement, Respondent agrees:
 - a. To pay the Complainant a total lump sum, without deductions, of [REDACTED] in compensatory damages. A check for the total sum, without deductions, will be made payable to [REDACTED] and mailed using a trackable method to her at [REDACTED], within thirty (30) days of the signing of this Agreement by the parties and CRD, and Respondent's receipt of Complainant's completed IRS W-9 form, whichever is later.
 - b. To complete the affirmative relief as set forth in the attached "Addendum A";

- c. To inform Complainant and the CRD that Respondent has satisfied the promises set forth in this Paragraph 4(a) and Sections I and II under Addendum A, within one hundred eighty (180) days of the date when this Agreement takes effect. Respondent will inform Complainant of compliance by email [REDACTED]. Respondent will inform the CRD of compliance via e-mail addressed to DRDCompliance@CalCivilRights.ca.gov, ContactGCU@calcivilrights.ca.gov and James Zahradka at James.Zahradka@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 Unruh Civil Rights Act, 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 officers, agents, or employees, in state or federal court or before any state, local, or federal government entity, any potential claims under the Unruh Civil Rights Act, 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.
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.
- 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.



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, and after first providing Respondent with notice and an opportunity to cure, to reopen the CRD Complaints, continue its investigation, and pursue the CRD Complaints 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: 06/16/2026

[REDACTED]
Complainant Name (Print)

[REDACTED]
Complainant's Signature

(Jun 16, 2026 13:48:22 PDT)

Dated: 6/17/2026

[REDACTED] Vice President, Credit Services
Respondent Spectrum Mobile, LLC
Name & Job Title (Print)

[REDACTED]
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] 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: _____

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

**Department Representative's Signature

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, and after first providing Respondent with notice and an opportunity to cure, to reopen the CRD Complaints, continue its investigation, and pursue the CRD Complaints 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.

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Dated: 06/16/2026

[REDACTED]
Complainant Name (Print)

[REDACTED]
(Jun 16, 2026 13:48:22 PDT)
Complainant's Signature

Dated: _____

Respondent Spectrum Mobile, LLC
Name & Job Title (Print)

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], 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: 6/18/2026

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

Chhaya Malik
**Department Representative's Signature

ADDENDUM A

- I. Modifications to Policies and Materials
 - a. Respondent shall adopt and/or modify its Mobile Credit process and/or policy documents to provide for the following:
 - i. ITINs are accepted as an alternative to SSNs, and in the same manner, for any mobile transaction where an SSN is required;
 - ii. Respondent's terms and conditions apply uniformly and equally to ITIN holders and SSN holders;
 - iii. ITIN holders are not delayed access to or subjected to different requirements to obtain products, services, or financing options merely because of their use of an ITIN instead of an SSN (e.g., ITIN holders are not denied the ability to obtain phones in-store merely because of the use of an ITIN);
 - iv. Respondent's terms and conditions apply uniformly and equally to recipients of government benefits and non-recipients of government benefits, except as otherwise provided by law or government program; and
 - v. Respondent will determine eligibility for government or special programs provided to recipients of government benefits in which Spectrum is participating consistent with the requirements of those programs.
 - b. Respondent's use of third-party services shall not excuse Respondent from its obligations to comply with Sections I.a.i.–v. above.
 - c. Within 60 days of the effective date of this Agreement, Respondent shall provide CRD with copies of any policy modifications addressed herein.
 - i. CRD will provide feedback within 15 days of receipt of any materials.
 - ii. Respondent shall consider CRD's feedback, if any, in good faith.
- II. Non-Discrimination Training
 - a. Within 90 days of receipt of the feedback in Section II.b. below, Respondent shall train California retail employees and customer service representatives who interface with California customers on:
 - i. The nondiscrimination provisions of, and classes protected by, the Unruh Civil Rights Act; and
 - ii. Non-discrimination on the basis of immigration status and citizenship status, including based on use of an ITIN.
 - b. Within 60 days of the effective date of this Agreement, Respondent shall provide CRD with copies of any proposed training material addressing the topics in Section II.a.i.–ii. above.
 - i. CRD will provide feedback within 15 days of receipt of any proposed materials.
 - ii. Respondent shall consider CRD's feedback, if any, in good faith.
 - c. Within 30 days of completing the training in Section II, Respondent shall confirm to CRD that the training has been completed.
- III. Reporting
 - a. For a two-year period from the effective date of this Agreement, Respondent shall report the following to CRD twice yearly in six-month

intervals:

- i. Any changes to the policies, materials, and trainings that relate to the issues addressed in this Agreement;
- ii. The number of individuals in California who used an ITIN to complete Spectrum's external credit check or internal liability check process;
- iii. Within the group in Section III.a.ii., the number of individuals who were required to have their purchase shipped to their home rather than taken home from the store;
- iv. The number of individuals in California who used an SSN to complete Spectrum's external credit check or internal liability check process;
- v. Within the group in Section III.a.iv., the number of individuals who were required to have their purchase shipped to their home rather than taken home from the store;
- vi. The number of complaints, if any, submitted by individuals in California alleging inability to obtain a device or services due to use of an ITIN.

IV. Communications with CRD

- a. All communications with CRD as required by this Addendum shall be sent James Zahradka at James.Zahradka@CalCivilRights.ca.gov. Compliance reporting required in Section III of this Addendum shall be sent to both ContactGCU@calcivilrights.ca.gov and James Zahradka at James.Zahradka@CalCivilRights.ca.gov