JAMES F. ZAHRADKA II, Assistant Chief Counsel (#196822)
James.Zahradka@calcivilrights.ca.gov
SOYEON C. OUM, Associate Chief Counsel (#324046)
Soyeon.Oum@calcivilrights.ca.gov
CIVIL RIGHTS DEPARTMENT
320 West 4th Street, Suite #1000
Los Angeles, CA 90013
Telephone: (213) 439-6799
Facsimile: (888) 382-5293

Attorneys for Plaintiff
Civil Rights Department
(formerly Department of Fair Employment and Housing)

(Fee Exempt, Gov. Code, § 6103)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, an agency of the State of California,

Plaintiff,

vs.

CATHY'S CREATIONS, INC. d/b/a TASTRIES, a California corporation; and CATHARINE MILLER,

Defendants.

Case No. BCV-18-102633

JOINT STIPULATION FOR ENTRY OF [PROPOSED] CONSENT DECREE

Dept: H
Judge: Hon. Bernard C. Barmann, Jr.

Complaint Filed: September 28, 2017
Trial Date: None

This Joint Stipulation is entered into by and between Plaintiff Civil Rights Department ("CRD" or "Department" or "Plaintiff") and Defendants Cathy's Creations, Inc. D/B/A Tastries and Catharine Miller ("Defendants") (collectively, "the Parties") with respect to the following:

WHEREAS, the Parties have negotiated a Proposed Consent Decree, attached hereto as **Exhibit 1**, to completely and finally resolve the above-entitled matter;

WHERAS, the Parties agree for the purposes of settlement that the terms of the Proposed Consent Decree are fair, adequate, reasonable, and comply with California law;

THEREFORE, IT IS HEREBY STIPULATED, by and between the Parties, through their respective counsel of record, as follows:

1. The Proposed Consent Decree sets forth the monetary recovery for the Real Parties in Interest named in the operative complaint, the injunctive relief agreed to by the Parties, and CRD's attorneys' fees and costs;

2. The provisions of the Proposed Consent Decree are fair, adequate, and reasonable, and comply with California law;

3. Thus, the Parties submit this Joint Stipulation for Entry of [Proposed] Consent Decree.

4. Based on the Parties' Joint Stipulation for Entry of [Proposed] Consent Decree, the Parties request that the Court order the following:

   a. The clerk shall enter the [Proposed] Order Granting Entry of Consent Decree Based on Stipulation as a separate docket entry;

   b. The clerk shall enter the signed Consent Decree, attached hereto as **Exhibit 1**, as a separate docket entry;

   c. The signed Consent Decree shall have the effect of a court order that binds the Parties;

   d. The Court shall retain jurisdiction over the Consent Decree for five years, absent any extensions, for the purpose of entering orders and judgments necessary for the administration of the Consent Decree and to enforce its terms, if needed (see Ex. 1,

¶¶ 13–17); and,

e. Upon the expiration of the Consent Decree, this case shall be dismissed with prejudice.

DATED: November 16, 2026

CIVIL RIGHTS DEPARTMENT

James F. Zahradka II

James F. Zahradka II, Assistant Chief Counsel
Attorney for Plaintiff

DATED: November 13, 2026

LiMANDRI & JONNA LLP

/s/ Paul M. Jonna

Paul M. Jonna
Counsel for Defendants

EXHIBIT 1

JAMES F. ZAHRADKA II, Assistant Chief Counsel (#196822)
James.Zahradka@calcivilrights.ca.gov
SOYEON C. OUM, Associate Chief Counsel (#324046)
Soyeon.Oum@calcivilrights.ca.gov
CIVIL RIGHTS DEPARTMENT
320 West 4th Street, Suite #1000
Los Angeles, CA 90013
Telephone: (213) 439-6799
Facsimile: (888) 382-5293

Attorneys for Plaintiff
Civil Rights Department
(formerly Department of Fair Employment and Housing)

(Fee Exempt, Gov. Code, § 6103)

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

DEPARTMENT OF FAIR EMPLOYMENT AND HOUSING, an agency of the State of California,

Plaintiff,

vs.

CATHY'S CREATIONS, INC. d/b/a TASTRIES, a California corporation; and CATHARINE MILLER,

Defendants.

Case No. BCV-18-102633

[PROPOSED] CONSENT DECREE

Dept: H
Judge: Hon. Bernard C. Barmann, Jr.

Complaint Filed: September 28, 2017
Trial Date: None

I. INTRODUCTION

1. Plaintiff Civil Rights Department (formerly Department of Fair Employment and Housing) ("CRD" or "Department" or "Plaintiff") and Defendants Cathy's Creations, Inc. d/b/a Tastries and Catharine Miller ("Defendants") (collectively, "the Parties") have agreed that the above-captioned case ("the Action") should be resolved without further litigation. Therefore, the Parties have agreed to a settlement of this matter, and jointly seek approval of this [Proposed] Consent Decree ("Consent Decree").
2. The Parties have agreed that this Consent Decree constitutes a full resolution of all claims asserted against Defendants by the Department in the operative First Amended Complaint in this civil action (hereinafter "First Amended Complaint").
3. As reflected in the Consent Decree, the settlement terms are fair, reasonable, adequate, and consistent with California law.
4. The Parties agree, for settlement purposes, that CRD is authorized to resolve this litigation through a mutually negotiated settlement that provides relief to CRD and the Real Parties in Interest on whose behalf CRD seeks to recover monetary and injunctive relief, and CRD's attorneys' fees and costs.
5. Therefore, the Parties jointly seek approval and request the Court's entry of this Consent Decree to resolve this Action.

ACCORDINGLY, IT IS HEREBY ADJUDGED, ORDERED, AND DECREED:

II. PARTIES

6. CRD is a state department with prosecutorial authority to investigate and litigate violations of California civil rights laws, including the Unruh Civil Rights Act. (See Gov. Code, § 12930, subds. (f)(2), (h).)
7. CRD will be responsible for filing any court papers relating to the request for approval and entry of the Consent Decree and any subsequent status reports or other filings required by the Court regarding administration of the Consent Decree ("Consent Decree-Related Filings"). CRD shall provide Defendants an opportunity to review any Consent Decree Related-Filings at least three business days before any such pleadings are filed for the

purpose of providing Defendants with an opportunity to confirm accuracy and consistency of such pleadings with the terms of the Consent Decree. Defendants may waive the three-day period by informing CRD in writing of their agreement to a shorter timeframe.

8. Cathy's Creations, Inc. d/b/a Tastries is a California company which owns, operates, and manages a bakery in Bakersfield, California. At all relevant times, Cathy's Creations, Inc. d/b/a Tastries has been a "business establishment" subject to the Unruh Civil Rights Act.

9. Catharine Miller is the owner of Cathy's Creations, Inc., and a resident of the City of Bakersfield, Kern County, California.

10. The First Amended Complaint identifies two Real Parties in Interest—Eileen and Mireya Rodriguez-Del Rio ("Real Parties in Interest")—allegedly harmed by the conduct alleged by CRD. The Real Parties in Interest are not parties to this litigation.

III. PURPOSE

11. The Parties are entering into this Consent Decree for the purposes of settlement only, including:

    a. To resolve the claims arising out of and/or related to the claims alleged in the Action that have occurred through the Effective Date;

    b. To avoid the time, expense, and uncertainty of further litigation;

    c. To provide monetary relief for the participating aggrieved Real Parties in Interest;

    d. To compensate CRD for its attorneys' fees and costs; and

    e. To prevent future violations of the Unruh Civil Rights Act for the benefit of future prospective customers of Defendants.

IV. SCOPE AND DURATION OF COURT JURISDICTION

12. The Parties agree that the Court has jurisdiction over the Parties, the subject matter of the First Amended Complaint, and the administration and enforcement of this Consent Decree, and thus jurisdiction to enter this Consent Decree, under Article VI, section 10 of the California Constitution; Code of Civil Procedure section 410.10; and Government Code sections 12930, subdivision (h) and 12965, subdivision (a)(1).

13. The Parties accordingly submit to the jurisdiction of the Court over the Parties, and the

subject matter of this Action, and agree to the power of this Court to enter a Consent Decree to effectuate this settlement.

14. This Consent Decree shall become effective immediately on the date on which it has been entered by the Court ("Effective Date").

15. This Consent Decree shall remain in effect for a period of five years following the Effective Date or such other period as specified within this Consent Decree ("Effective Period"). Absent an extension of the five-year term, this Consent Decree shall expire on its own.

16. This Consent Decree shall not, however, expire while any motion or other proceeding to enforce it is pending before the Court.

17. The Court retains jurisdiction over this Action for the duration of this Consent Decree solely for the purpose of entering all orders and judgments necessary for the Consent Decree's administration and will have all available powers to enforce this Consent Decree, including, but not limited to, monetary sanctions and injunctive relief. The Parties reserve their rights to seek relief from the Court, including such remedies, in the event one Party believes another Party has breached the terms of the Consent Decree.

18. CRD shall not take anything by the First Amended Complaint except as set forth in this Consent Decree.

19. Absent an extension, upon expiration of the Consent Decree's term, CRD will seek dismissal of the Action in its entirety with prejudice on CRD's own behalf.

V. MONETARY RELIEF

20. In settlement of the Action, Defendants shall pay a total of Eight Thousand Dollars ($8,000) to resolve CRD's claims for monetary damages on behalf of the participating Real Parties in Interest ("Settlement Payment"). The Settlement Payment will be used to compensate the participating Real Parties in Interest as set forth below.

21. Real Parties in Interest's W-9: The Parties acknowledge that Real Parties in Interest have signed and returned a W-9 Form to CRD, which in turn has been provided to Defendants.

22. Allocation of Settlement Payment: Defendants shall pay to each of the Real Parties in Interest $4,000, or $8,000 total.

23. Distribution of Settlement Payment: Within fourteen (14) days of the Effective Date, Defendants will distribute the payments to the participating Real Parties in Interest via overnight tracked shipment to the mailing addresses included on the Real Parties in Interest's signed Releases. Defendants will provide the tracking numbers for the overnight mailing to counsel for CRD.

24. The Parties make no representations or warranties with respect to any tax consequences or impacts on the receipt of public benefits for the Real Parties in Interest from the monetary payment through this Consent Decree. Nothing in this Consent Decree constitutes advice regarding taxes or eligibility for public benefits. Real Parties in Interest will be solely responsible for correctly characterizing any compensation received under this Consent Decree on their personal income tax returns and for paying any taxes due on any amount paid to them under this Consent Decree.

VI. INJUNCTIVE RELIEF

25. The terms in this Section bind Defendants for the duration of the Consent Decree's Effective Period, unless a different time period is specified with respect to a specific term.

    a. Defendants shall comply with the Unruh Civil Rights Act as set forth in the Court of Appeal's decision in *Civil Rights Dep't v. Cathy's Creations, Inc.* (2025) 109 Cal.App.5th 238. If Defendants offer "generic, multi-purpose" cakes or other "generic, multi-purpose" products (*id.* at p. 253), Defendants shall provide full and equal access to such cakes or other products and shall not refuse to provide such cakes or other products to customers on a basis protected under the Unruh Civil Rights Act, including but not limited to sexual orientation. (Civ. Code, § 51, subd. (b).)

    b. Complaint Reporting: Defendants shall notify CRD as soon as possible, and within five business days at maximum, of any complaints of discrimination as a result of the denial of service from customers or employees by email to ContactGCU@calcivilrights.ca.gov and soyeon.oum@calcivilrights.ca.gov.

    c. Training: Within one hundred twenty (120) days of the Effective Date, Defendants

shall ensure that all of Defendants' employees attend a virtual Unruh Civil Rights Act training to be provided by CRD with a live facilitator; and thereafter every year through the Effective Period, Defendants shall ensure that all personnel review CRD's training video on complying with the Unruh Civil Rights Act. (Civil Rights at California Businesses: the Unruh Civil Rights Act - YouTube: https://youtu.be/XFa-Nr1VlW0)

i. Verification: Defendants shall provide CRD verification of the training, along with the names and titles of all employees and personnel who received the training, in the annual compliance report discussed in ¶25(e) below.

d. Posting: Within 30 days of the Effective Date, Defendants shall post in a conspicuous place (where employees and patrons congregate) at Tastries the following:

i. The CRD's Unruh Civil Rights Act Fact Sheets ("CIVIL RIGHTS AT CALIFORNIA BUSINESSES"); and

ii. The CRD's Public Access Discrimination and Civil Rights (Unruh Act) brochures ("DISCRIMINATION IS AGAINST THE LAW").

e. Reporting: Beginning in January 2027 and continuing annually through the Effective Period, Defendants shall provide a written report to the CRD of the nature and extent of Defendants' compliance with all requirements of this Consent Decree.

i. Manner of Reporting Information Annually: On an annual basis, Defendants shall provide a compliance report or memorandum to CRD, by email to ContactGCU@calcivilrights.ca.gov and soyeon.oum@calcivilrights.ca.gov, confirming the continued adherence to the terms of the Consent Decree.

f. Termination: The above terms will terminate upon the earlier of the Effective Period or the relinquishment of ownership or control of Cathy's Creations, Inc. d/b/a Tastries by Catharine Miller or an agent of hers. Defendants shall provide any proposed sales agreement or agreement to relinquish control between Defendants

and a bona fide third party to CRD at least 14 days before finalization of the purchase or relinquishment of control to allow CRD to determine whether the proposed sale or relinquishment of control is a bona fide transaction. Should CRD determine that the proposed sale or relinquishment of control is not a bona fide transaction, CRD shall promptly inform Defendants of this determination. The parties shall meet and confer in an effort to resolve any disagreement. If the parties cannot reach an agreement, they shall refer the matter to CRD's Dispute Resolution Division ("DRD") and attempt to resolve any disagreement through mediation. If the parties are unable to resolve their disagreement through DRD, Defendants may file a motion seeking a resolution of the dispute by this Court. If the Court determines that the proposed sale or relinquishment of control is not a bona fide transaction, and should Defendants nevertheless proceed with the sale or relinquishment of control, the above terms shall apply to the business's new owner(s) or controlling person or entity in the same manner that they had previously applied to Defendants.

VII. CRD RELEASE

26. Through this Consent Decree, CRD fully and finally releases Defendants, including each of their present and future successors, subsidiaries, parents, holding companies, related or affiliated companies and divisions, from the claims and causes of action that were asserted or could have been asserted in the First Amended Complaint in this Action that arose at any time through the Effective Date.

27. Within five days of the Effective Date, CRD shall close its investigation of the administrative complaint in the Action.

28. This Consent Decree in no way affects CRD's statutory rights or duties to process complaints or notices against Defendants not covered by this Consent Decree, including commencing a civil action on any such complaints or notices. This Consent Decree shall in no way hinder or affect an individual's right to file a complaint involving Defendants with CRD or any other applicable agency, or to participate in a government investigation

of, and determinations regarding, such complaints.

VIII. DOCUMENT RETENTION REQUIREMENTS

29. Defendants shall preserve all records that contain or relate in any way to their obligations under this Consent Decree.

IX. ENFORCEMENT OF CONSENT DECREE

30. The Parties agree that the Court shall retain jurisdiction over the Action for the Effective Period solely for the purpose of entering all orders and judgments authorized herein to enforce this Consent Decree, including any requests for relief pursuant to this Section.

31. If CRD has reason to believe that Defendants have failed to comply with any provision of this Consent Decree, CRD may file a motion in this Court to enforce this Consent Decree. CRD agrees that before filing any motion, CRD will meet and confer with Defendants and provide a summary of Defendants' alleged non-compliance in writing and a reasonable opportunity to cure before filing the motion. Defendants will have at least twenty-one days to cure.

32. Should any Party fail to comply with its obligations under this Consent Decree, in whole or in part, in any action or proceeding brought to enforce the provisions of this Consent Decree, the prevailing Party shall be entitled to reasonable attorney's fees and costs.

33. Failure by CRD to seek enforcement of this Consent Decree with respect to any instance or provision shall not be construed as a waiver of enforcement regarding other instances or provisions.

X. TIME FOR PERFORMANCE AND MODIFICATIONS

34. Any time limits for performance imposed by this Order may be extended by mutual written agreement of the Parties without Court approval. Any other modifications to the provisions of this Order must be approved by the Court. Any Party may move the Court to extend the term of this Order for good cause.

35. If any provision(s) of this Consent Decree is found to be unlawful or unenforceable, the Parties shall make good faith efforts to agree upon appropriate amendments to this Consent Decree, in order to effectuate the purposes of the Consent Decree. Only such provision(s)

found to be unlawful shall be severed, and the remainder of the Consent Decree shall remain in full force and effect. The Parties shall not, individually or in combination with another person, agency, or entity, seek to have any provision of this Consent Decree declared or determined invalid.

36. The Parties have cooperated in the drafting and preparation of this Consent Decree. This Consent Decree will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

XI. ATTORNEYS FEES AND COSTS

37. Defendants shall pay CRD $4,000 for its attorneys' fees and costs associated with this Action and Consent Decree. The Defendants shall pay installments of $1,000 on the following dates: November 15, 2026; December 15, 2026; January 15, 2027; February 16, 2027.

XII. EXECUTION

38. This Consent Decree is the entire agreement and commitments of the Parties with respect to the matters contained herein.

39. Provided that the Court's approval of this Consent Decree is consistent with its material terms, the Parties and their respective counsel hereby waive any and all rights to appeal from it, including all rights to an appellate proceeding and any extraordinary writ, and the Consent Decree therefore will become non-appealable at the time it is entered. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings, or post-judgment proceedings. If any appeal is taken, the time for consummating this Consent Decree (including making payments under this Consent Decree) may be suspended until such time as the appeal is finally resolved and the Consent Decree becomes final.

40. The signatories to this Consent Decree confirm that they have the authority to bind the respective Parties to the terms of this Consent Decree, including authority pursuant to Code of Civil Procedure section 664.6, subdivision (b).

41. This Consent Decree may be executed in counterparts, each of which shall be deemed an

original, and which together shall constitute the Parties' single agreement. Facsimile, email, PDF, and/or photocopied signatures shall also be deemed original for all purposes.

IT IS SO DECREED, ADJUDGED, AND ORDERED this _____ day of _____, 2026.

_____
Honorable Bernard Barmann, Jr.
Judge for the Superior Court for Kern County

The undersigned hereby apply for and consent to entry of this Consent Decree:

For Plaintiff California Civil Rights Department:

DATED:

James F. Zahradka II
Assistant Chief Counsel
Civil Rights Department

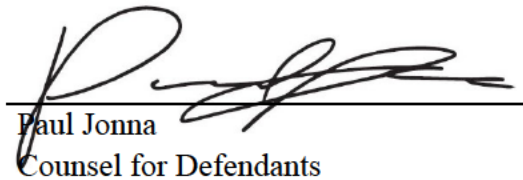
For Defendants Cathy's Creations, Inc. d/b/a Tastries and Catharine Miller:

DATED: November 13, 2026

For Defendants Cathy's Creations, Inc. d/b/a Tastries and Catharine Miller

Approved as to form:

DATED: November 13, 2026



Paul Jonna
Counsel for Defendants