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STATE OF CALIFORNIA | California Housing and Homelessness Agency
GAVIN NEWSOM, GOVERNOR
KEVIN KISH, DIRECTOR
Civil Rights Department
651 Bannon Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

SETTLEMENT AGREEMENT — Employment

CRD Case Number: [redacted]

EEOC Case Number: EEOC # [redacted]

Complainant: [redacted]

Respondents: City of South Lake Tahoe, [redacted]

In exchange for the promises and representations set forth herein, [redacted] ("Complainant") and City of South Lake Tahoe, [redacted] ("Respondents") (collectively the "parties"), agree to resolve the above-listed complaint filed with the Civil Rights Department ("CRD Complaint")[1] 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 *and* the Complainant's right to revoke the waiver of claims under the federal Age Discrimination in Employment Act ("ADEA"), as provided in the accompanying Addendum, has expired.

2. The parties intend and agree that this Agreement is binding and enforceable as permitted under law and that the terms 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 City of South Lake Tahoe (hereafter, "the City") agrees:

a. To pay the total settlement sum of $265,000, via check made payable to [redacted], mailed to her at [redacted] via overnight mail service, and subject to [redacted] voluntary, irrevocable resignation due to settlement effective at 11:59 p.m. on October 31, 2026, or the date on which this Agreement becomes effective under Paragraph 1.which resignation is conditioned upon payment of the settlement sum, as follows: i. Of the total $265,000 settlement sum, $50,000 will be paid as alleged lost wages, reported on a Form W-2, and all lawful payroll withholdings will be withheld from this settlement check. ii. The remaining

[1] For purposes of this Agreement the term "CRD Complaint" includes Complainant's dual-filed complaint with the U.S. Equal Employment Opportunity Commission ("EEOC").

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$215,000 of the settlement sum will be paid as alleged emotional distress damages, reported on an applicable Form 1099, and not subject to W-2 payroll withholdings, subject to [redacted] provision of a signed W-9. Of the $215,000 portion, $15,000 is allocated to the release of claims under the ADEA and is included within, not in addition to, the total settlement sum. The foregoing allocations and tax reporting are subject to applicable law. Both the $50,000 portion of the settlement sum and the $215,000 portion of the settlement sum will be paid not sooner than January 1, 2027, and no later than January 15, 2027, via the two separate checks described above

b. not to affirmatively oppose, contest or appeal any application by [redacted] for EDD benefits; however, the City may and shall timely and truthfully respond to any EDD inquiry or other communication and otherwise comply with applicable law.

c. to provide a neutral employment reference, through the then-current City Manager in response to official external employment reference inquiries concerning [redacted] employment, limited to dates of employment and positions held, except as otherwise required by law.

d. to defend and indemnify [redacted] to the extent required by applicable law, including Government Code sections 825, subject to [redacted] complying with her statutory obligations and providing reasonable, good-faith cooperation in the defense of any claim, civil action, or proceeding against her arising from an act or omission alleged to have occurred within the course and scope of her City. This agreement does not authorize or require indemnification for punitive damages.

e. to provide a one-hour training on reasonable accommodation under the Fair Employment and Housing Act to supervisors employed by Respondent within 90 days of the date of this Agreement.

f. Within 120 days of the date when this Agreement takes effect, to inform Complainant and the CRD that Respondent has satisfied the promises set forth in this Paragraph 4. Respondent will inform Complainant of compliance by email to [redacted] Respondent will inform the CRD of compliance via e-mail addressed to DRDCompliance@CalCivilRights.ca.gov.

g. 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 Fair Employment and Housing Act, the Americans with Disabilities Act and/or Title VII of the federal Civil Rights Act of 1964 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 Respondents' former or current officials, officers, agents, or employees, in state or federal court or before any state, local, or federal government entity, any potential claims under the Fair Employment and Housing Act, the Americans with Disabilities Act, ADEA, and/or Title VII of the federal Civil Rights Act of 1964 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,

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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.

7. The existence, terms, and conditions of this Agreement, the accompanying Addendum, and underlying factual information related to the CRD Complaint are not confidential, and the Agreement and Addendum constitute a public document.

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 and the accompanying Addendum, each party acknowledges that:

a. They have carefully read and fully understand the provisions of 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, including the Addendum, 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 the 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.

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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 Complaint to the full extent of the CRD's legal authority.

15. Respondents acknowledge their affirmative duty under the Fair Employment and Housing Act not to discriminate, and 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 Fair Employment and Housing Act, the Equal Pay Act, or Title VII of the federal Civil Rights Act of 1964.

16. This Agreement and the Addendum shall be interpreted under the laws of the State of California.

17. This Agreement and the Addendum 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: 10/23/2026 [redacted]

Complainant Name (Print)

[redacted]

Complainant's Signature

Dated: 10/23/2026 City of South Lake Tahoe

[redacted]

Respondent's Signature

Dated: _____ [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] and EEOC Case EEOC [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

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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 Complaint to the full extent of the CRD's legal authority.

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Dated: 10/23/2026 [redacted]

Complainant Name (Print)

[redacted]

Complainant's Signature

Dated: _____ City of South Lake Tahoe

Respondent's Signature

Dated: 10/23/2026 [redacted]

DocuSigned by:
[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] and EEOC Case EEOC [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: 10/23/2026

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

[redacted]

Department Representative's Signature

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ADDENDUM: WAIVER OF CLAIMS UNDER THE FEDERAL AGE DISCRIMINATION IN EMPLOYMENT ACT ("ADEA")

A. By signing this Addendum: Waiver of Claims Under the Federal Age Discrimination in Employment Act ("ADEA Waiver"), Complainant further agrees, in exchange for the consideration of $15,000 allocated to the release of claims under the ADEA as stated in Paragraph 4 of the foregoing Agreement, to release and forego from bringing against Respondent or any of Respondents' officers, agents, or employees, in state or federal court, any potential claims under the ADEA arising through the date when this Agreement takes effect.

B. As required by the Older Workers Benefit Protection ACT ("OWBPA"), the parties acknowledge that:

i. Complainant is advised to consult with an attorney regarding a decision to release claims under the ADEA as provided in this ADEA Waiver.

ii. Complainant may take up to 21 days to decide whether to sign this ADEA Waiver. Complainant may waive all or part of the 21-day consideration period by deciding to sign or reject the ADEA Waiver before the 21st day.

iii. If Complainant signs this ADEA Waiver, Complainant may revoke the ADEA Waiver within 7 calendar days of signing it. In order to revoke the ADEA Waiver, Complainant must send notice of the revocation in writing, before the end of the 7-day period, to: Respondent's counsel, Nathan T. Jackson, by e-mail to njackson@lcwlegal.com and to the Civil Rights Department's Dispute Resolution Division via e-mail to DRDCompliance@CalCivilRights.ca.gov.

iv. If Complainant revokes the release of ADEA claims as stated in this ADEA Waiver, Complainant understands that they will forfeit the ADEA-release consideration of $15,000. The remainder of the foregoing Agreement will remain in effect.

C. This ADEA Waiver does not apply to claims that may arise in the future, after the date when this Agreement takes effect.

Dated: 10/23/2026 [redacted]

Complainant Name (Print)

[redacted]

Complainant's Signature