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9 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **IN AND FOR THE COUNTY OF KINGS**

12 DEPARTMENT OF FAIR EMPLOYMENT)
AND HOUSING, an agency of the)
13 State of California,)
Plaintiff,)

14 vs.)

15 CITY OF HANFORD, CALIFORNIA, a)
16 municipal entity, and DOES ONE through TEN,)
inclusive,)

17 Defendants.)

18 _____)
19 J. DEAN JOHNS, an individual,)

20 Real Party In Interest.)

21 J. DEAN JOHNS, an individual,)

22 Intervenor,)

23 vs.)

24 CITY OF HANFORD, CALIFORNIA, a)
25 municipal entity, and DOES ONE through TEN,)
inclusive,)

26 Defendants.)
27

Case No. 14 C 0178

**SETTLEMENT AGREEMENT
ATTACHMENT A**



1 This Settlement Agreement (Agreement) is a three-way agreement made and entered into by
2 and between: The City of Hanford ("City" or "Defendant"), J. Dean Johns, (Mr. Johns or "Real
3 Party"), and the Department of Fair Employment and Housing (Department) (collectively hereafter,
4 the "parties"). In exchange for the promises and representations set forth herein, the parties agree to
5 settle the matter as follows:

6 1. The parties agree that this Agreement is to go into effect on the date it has been
7 approved by the City Council and CSAC on September 1, 2015.

8 2. The parties agree that this Agreement does not represent any admission of liability by
9 defendant or any admission that the allegations contained in the referenced First Amended
10 Complaint and Complaint in Intervention have any validity.

11 3. In exchange for the promises of the Real Party and the Department contained in this
12 Agreement, defendant, subject to approval by the City Council, agrees to:

13 a. Pay a total of two hundred thirty-seven thousand, five hundred dollars
14 (\$237,500) to Plaintiff and Plaintiff Intervenor as follows:

15 i. Pay the Department of Fair Employment and Housing a total of twenty-five
16 thousand dollars (\$25,000) for attorneys fees and costs. Payment shall be in
17 the form of a check made payable to "California Department of Fair
18 Employment and Housing" and delivered to the Department of Fair
19 Employment and Housing no later than September 15, 2015, to be sent to 320
20 W. 4th Street, Suite 1000, Los Angeles, CA 90013, in care of Joni Carrasco,
21 Staff Counsel.

22 ii. Pay Mr. Johns and Kahn, Soares, & Conway LLP the remaining balance of
23 two hundred twelve thousand and five hundred dollars (\$212,500) as full and
24 complete compensation and satisfaction of any present and prospective claims
25 related to DFEH complaint number 136357-58522-R and the civil complaint
26 in *Department of Fair Employment and Housing v. City of Hanford, et al.*,
27 Kings County Sup. Ct. No. 14 C 0178). Payment shall be in the form of a



1 check made payable to J. Dean Johns and Kahn, Soares, & Conway LLP,
2 delivered to the office of Kahn, Soares & Conway LLP, 219 N. Douty Street,
3 Hanford, California, 93230, by September 15, 2015.

4 b. Provide a positive letter of recommendation to Mr. Johns written by City
5 Manager Darrel Pyle, to be provided to Mr. Johns by September 15, 2015.

6 c. Take the following affirmative steps:

7 (1) Cease and desist from discrimination and other unlawful employment
8 practices against City's employees consistent with the FEHA;

9 (2) Develop and/or modify policies regarding discrimination and
10 harassment to include all protected bases under the FEHA, include sufficient provisions regarding
11 prohibition of retaliation and examples of what may constitute retaliation, and include procedural
12 mechanisms for addressing unlawful conduct by city officials, including council members and
13 commissioners in addition to the disciplinary measures that apply to staff. Such policies would be
14 issued to all individuals employed by and/or representing the City, including staff, managers, council
15 members and commissioners, and posted in conspicuous places, where notices to employees are
16 posted in all locations they own or operate. The injunctive relief described in this paragraph would
17 occur within thirty (30) days of execution of a settlement agreement;

18 (3) Four hours of workplace anti-discrimination training which includes
19 instruction on harassment and retaliation for all supervisors, managers, council members, and
20 commission members, as well as two hours of workplace anti-discrimination training for all
21 remaining employees. Such training would be conducted every year for a period of four (4) years,
22 with the first such trainings to be conducted within one hundred twenty (120) days of execution of a
23 settlement agreement;

24 (4) Proof of completion of items 1-3 above, including names of persons
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26
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1 receiving training, dates, and length of training, and pictures of posted policies, provided to the
2 DFEH within ninety (90) days of execution of a settlement agreement, and every year thereafter
3 within sixty (60) days of completion of annual trainings to be provided to Joni Carrasco, DFEH,
4 2218 Kausen Drive, Suite 100, Elk Grove, CA 95758.

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7 4. Real Party agrees to:

8 a. Withdraw from consideration by any local, state or federal agency or court of
9 law or other government entity any charge or complaint of discrimination or other claims relating to
10 the DFEH Complaint and the Civil Complaint.

11 b. Real Party in Interest will not institute or cause to be instituted any action in
12 state or federal court, or before any state, local or federal government entity which arises from or is
13 attributable to any alleged unlawful practice of defendant, its officers, agents or employees related to
14 the above-described complaint or the facts alleged in that complaint.

15 5. In exchange for the promises of defendant, the Department agrees to dismiss the Civil
16 Complaint with prejudice.

17 6. The Department maintains the right to:

18 a. Conduct a compliance reviews annually for four (4) years after the effective
19 date of this Agreement to determine whether such Agreement has been fully obeyed and
20 implemented;

21 b. Bring an action in the Superior Court of the State of California when it
22 believes, on the basis of evidence presented to it, that any person is violating or about to violate this
23 Agreement; and

24 c. Make public the terms of this Agreement.

25 7. By signing this Agreement, Real Party and defendants mutually release and forever
26 discharge each other from any and all claims of any kind or nature whatsoever, known or unknown,
27 suspected or unsuspected, that Real Party and defendants have or may have against each other as of
the date this Agreement is signed including, without limitation, claims for personal injury or



1 wrongful eviction Real Party has or may have against defendants. Real Party and defendants also
2 hereby expressly waive the provisions of section 1542 of the Civil Code, which provides that:

3 A general release does not extend to claims which the creditor does not know or
4 suspect to exist in his or her favor at the time of executing the release, which if known
by him or her must have materially affected his/her settlement with the debtor.

5 The Department is not a party to the foregoing release provision and is not bound by its terms.

6 8. The Department does not waive its right to process any other complaints against
7 defendant by any other person. The Department's participation in this Agreement is limited to the
8 particular factual allegations of the underlying the DFEH Complaint. In other words, the
9 Department does not, nor is it able to, waive the rights of any other person who may want to file a
10 complaint of discrimination against the City of Hanford. Any agreement or covenant beyond the
11 circumstances of the DFEH Complaint, whether expressed or implied, is an agreement between the
12 Real Party and Defendant to which the Department is not a party.

13 9. This Agreement shall be construed and enforced pursuant to the laws of the State of
14 California. Should any provision of this Agreement be held invalid or illegal, such illegality shall
15 not invalidate the whole of this Agreement. The Agreement shall be construed as if it did not
16 contain the illegal part and the rights and obligations of the parties shall be construed and enforced
17 accordingly.

18 10. This document may be executed in duplicate originals, each of which shall be equally
19 admissible in evidence. A fax signature shall have the same effect as an original.

20 11. In signing this Agreement, Real Party and defendant acknowledge that neither the
21 Department, nor any of its agents or employees, has served as a legal or tax advisor to either Real
22 Party or defendant.

23 12. Real Party represents and agrees that he/she has had an opportunity to thoroughly
24 discuss all aspects of his/her claims and this Agreement with an attorney of his/her choice, and that
25 he/she has carefully read and fully understands all of this Agreement. Real Party represents and
26 acknowledges that he/she has had an opportunity to be represented by legal counsel of his/her own
27



1 choice throughout all of the negotiations which preceded this Agreement in connection with the
2 negotiation, preparation, and execution of this Agreement.

3 13. Real Party and defendant expressly represent and acknowledge that no statements,
4 representations, agreements or warranties have been made to them by the Department or any of
5 Department's agents pertaining to the subject matter, basis, or effect of this Agreement except as
6 may be expressly set forth in this Agreement.

7 14. The terms of this Agreement are contractual in nature and are not merely recitals.

8 15. Time is of the essence in this Agreement.

9 **THIS IS AN IMPORTANT LEGAL DOCUMENT.**
10 **BY SIGNING THIS DOCUMENT YOU WARRANT THAT YOU HAVE**
11 **READ THE DOCUMENT IN ITS ENTIRETY AND FULLY UNDERSTAND**
12 **THE TERMS AND CONDITIONS SET FORTH HEREIN**

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