

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION



RECEIVED
JUL 20 2015
CITY ATTORNEY

Deann R. Bailey
31 Vanessa Court West
Napa, CA 94558

Charging Party

City of Petaluma
c/o Jordan M. Green
Assistant City Attorney
City of Petaluma
11 English Street
Petaluma, CA 94952

Respondent

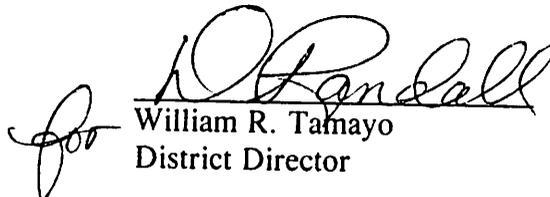
RE: Bailey v. City of Petaluma Police Department
EEOC Charge No.: 550-2014-00568

Dear Sir/Madam:

Please find the enclosed copy of the fully executed Settlement Agreement reached between the Respondent and the person claiming to be aggrieved. The EEOC will discontinue its investigation of the above noted charge. This action does not reflect any judgment as to the merits of the charge or of the terms of the settlement. Furthermore, the EEOC does not waive its right to investigate any other charge, including a charge filed by a member of the Commission, or to institute a directed investigation against the Respondent. Thank you for your cooperation.

On Behalf of the Commission:

7/17/15
Date


William R. Tamayo
District Director



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
San Francisco District Office**

450 Golden Gate Avenue
5 West, P.O. Box 36025
San Francisco, CA 94102
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Fax: (415) 522-3415

EEOC Charge No.: 550-2014-00568

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Napa, CA 94558**

Charging Party

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11 English Street
Petaluma, CA 94952**

Respondent

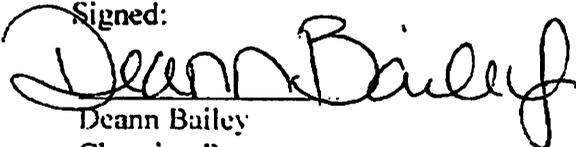
SETTLEMENT AGREEMENT

1. This Settlement Agreement ("Agreement") refers to Charge No. 550-2014-00568 on file with the Equal Employment Opportunity Commission ("EEOC") under the Americans with Disabilities Act of 1990 ("ADA"), as amended and Title VII of the Civil Rights Act of 1964 ("Title VII"), as amended. The parties agree that the submission of this Agreement to the EEOC will constitute a request to the EEOC for closure of the above referenced EEOC charges.
2. In exchange for the promises made by the Respondent pursuant to the charge of discrimination, the Charging Party agrees not to institute a lawsuit with respect to the above referenced charge.
3. It is understood that this Agreement does not constitute an admission by the Respondent of any violation of the ADA or Title VII.
4. The Charging Party and the Respondent acknowledge that they have entered into a supplemental agreement.
5. The Respondent agrees that there shall be no discrimination or retaliation of any kind against the Charging Party as a result of filing her charge or against any person because of opposition to any practice deemed illegal under the ADA or Title VII, or as a result of filing these charges, or for giving testimony, assistance or participating in any manner in an investigation, proceeding or a hearing under the ADA or Title VII.
6. This document constitutes a final and complete statement of the Agreement between the Charging Party, the Respondent, and the EEOC.

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SETTLEMENT AGREEMENT
EEOC Charge No. 550-2014-00568

- 7. The parties agree that the EEOC is authorized to investigate compliance with this Agreement and that this Agreement may be specifically enforced in court by the EEOC and the parties. This Agreement may be used as evidence in a subsequent proceeding in which a breach of this Agreement is alleged.
- 8. The Charging Party acknowledges being advised to consult with an attorney and having been given a reasonable period of time within which to consider the Agreement before signing this Agreement.

Signed:

 Deann Bailey
 Charging Party

7/14/15
 Date

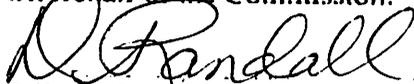

 for the Respondent

7/13/15
 Date

The following paragraph is deemed incorporated as part of this Agreement when signed by the EEOC District Director.

- 9. In reliance on the promises made in the above paragraphs, the EEOC agrees to terminate its investigation and to not use the above referenced charge as a jurisdictional basis for a civil action under the ADA or Title VII. The EEOC does not waive or in any manner limit its right to investigate or seek relief in any other charge including, but not limited to, a charge filed by a member of the Commission against the Respondent.

On Behalf of the Commission:


 William R. Timayo
 District Director
 San Francisco District Office

7/17/15
 Date