

CAPRI MADDOX
GENERAL MANAGER

CITY OF LOS ANGELES
CALIFORNIA

CIVIL + HUMAN RIGHTS
AND EQUITY DEPARTMENT

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ASSISTANT GENERAL MANAGER



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KAREN BASS
MAYOR

Date: April 9, 2026

INVESTIGATION NO.: DISINV0001142
NOTICE OF VIOLATION NO.: DISENF0001013

RESPONDENT: [REDACTED]
INCIDENT ADDRESS 1: [REDACTED], Los Angeles, CA
INCIDENT ADDRESS 2: [REDACTED], Los Angeles, CA
OTHER ADDRESS IN NOTICE OF VIOLATION: [REDACTED]
[REDACTED]

SETTLEMENT AGREEMENT

This Settlement Agreement is entered into by and between [REDACTED], Inc. ("Respondent") and the City of Los Angeles, by and through the Civil + Human Rights and Equity Department ("Department"). The Department and Respondent are the "Parties" referenced in this Settlement Agreement (hereinafter also "Settlement Agreement" and "Agreement").

AGREEMENT

It is hereby stipulated and agreed to that the Parties agree to resolve the above - listed Notice of Violation filed by the Department through this Settlement Agreement pursuant to the following terms and conditions:

1. Respondent is fully aware of its legal rights in this matter, including the right to a hearing on charges in a Notice of Violation, if one is filed; the right to confront and cross-examine the witnesses against it; the right to present evidence and to have testimony presented on its own behalf; the right to the issuance of subpoenas to compel the attendance of witnesses and the production of documents; the right to reconsideration and court review of

an adverse decision; and all other rights accorded under the City of Los Angeles Civil and Human Rights Law and other applicable laws. Respondent voluntarily, knowingly, and intelligently waives and gives up each and every right set forth above.

2. The Parties understand and agree that Portable Document Format (PDF) and facsimile copies of this Agreement, including PDF and facsimile signatures thereto, shall have the same force and effect as the originals.
3. This Agreement is intended by the Parties to be an integrated writing representing the complete, final, and exclusive embodiment of their agreement. It supersedes any and all prior or contemporaneous agreements, understandings, discussions, negotiations, and commitments (written or oral). This Agreement may not be altered, amended, modified, supplemented, or otherwise changed except by a writing executed by an authorized representative of each of the parties.
4. If any provision of this Agreement is held to be invalid and/or unenforceable, the remaining provisions will be considered valid and enforceable as if the invalid and/or unenforceable portion did not exist.
5. In consideration of the Department's promises in this Settlement Agreement, Respondent agrees:

A. Corrective Actions.

1. Training

- a. Respondent will provide accessibility training from a third-party training provider for all District Managers assigned to [REDACTED] located in the City of Los Angeles.
- b. Training shall include instruction on disability awareness, business accessibility, and maintaining accessible features.
- c. The District Managers shall, after attending training, disseminate all relevant information to the store managers in their respective districts. Further, the District Managers shall develop policies and procedures for all

██████████ in the City of Los Angeles in order to ensure compliance with all ADA requirements and other topics relevant to serving patrons with disabilities.

- d. Written confirmation from the training provider that the training has been completed shall be sent to LA Civil Rights (CRE@lacity.org) no later than **90 calendar days** from the Effective date of this Agreement.

2. CASp Inspections

- a. Respondent shall have the five ██████████ identified in 5(A)(2)(b) inspected by a Certified Access Specialist (“CASp”) through the Division of State Architect’s CASp Program at: [Division of State Architect's CASp Program](#).

██████████ The five ██████████ locations to be inspected by a CASp are: ██████████

- c. The CASp Specialist shall provide a letter confirming that the clear widths of walking surfaces in the five ██████████ locations identified in 5(A)(2)(b) comply with Section 403.5.1 of the ADA Standards. This letter shall be sent to LA Civil Rights (CRE@lacity.org) no later than **120 calendar days** from the Effective Date of this Agreement.

- 3. Any expenses associated with the above - referenced training and CASp inspections shall be paid by Respondent.

B. Penalties

- 1) No later than thirty (30) days after the Effective Date and the provision of a Form W -9 for the

City of Los Angeles, Respondent shall deliver a check in the amount of One Hundred Twenty Thousand Dollars (\$120,000.00) (“Settlement Amount”) to the City of Los Angeles, Attn: Civil + Human Rights Department - Civil Rights Enforcement, 250 E. 1st Street, Suite 1000, Los Angeles, CA 90012. The check shall be made payable to the “City of Los Angeles”;

2) The Settlement Amount consists of Administrative and Compensatory penalties, which will be divided as follows: \$100,000 shall be attributed to Administrative penalties, and \$20,000 shall be attributed to Compensatory penalties.

7. In exchange for Respondents’ promises in this Agreement, the Department agrees to the closure of the investigation and subsequent Notice of Violation referenced above.
8. The Department further agrees not to publicize this Settlement Agreement and the terms contained herein, outside of any publication required under state law, including the Brown Act. This includes publication on the Department website (outside of that required by the Brown Act) and any press releases. The Department agrees to remove the Settlement Agreement or any reference to the settlement terms from any public website or location over which it has control following the completion of its obligations per the Brown Act.
9. The Parties agree and understand that the Department has the authority to investigate compliance with this Agreement, to enforce the Agreement in Court, or, in the event of a breach of this Agreement by any party, to reopen the case, continue its investigation, and pursue the Notice of Violation process to the full extent of the Department’s legal authority. The Parties agree that they will work cooperatively to resolve any issues and/or concerns regarding the Parties’ respective obligations under this Agreement. Accordingly, the Parties agree that any such issues, concerns, or disputes shall be put in writing and responded to in writing by the other Party within ninety (90) days before the commencement of any enforcement action or reopening of the case.
10. This Agreement shall be interpreted under the laws of the State of California.

CONTINGENCY

Pursuant to Los Angeles Municipal Code section 51.05(c), this Agreement shall be subject to approval by the Commission on Civil Rights (“the Commission”). Respondent understands and agrees that counsel and staff for the Department may communicate directly with the Commission regarding this Agreement without notice to or participation by Respondent or its counsel. If the Commission fails to adopt this Agreement, the Agreement shall be of no force or effect, except for this paragraph; it shall be inadmissible in any legal action between the parties, and the Department shall not be disqualified from further action by having considered this matter.

Pursuant to the Municipal Code, a settlement disapproved by the Commission shall be remanded to the Department, which shall resume enforcement authority over the matter, including the authority to present a new settlement to the Commission.

ACCEPTANCE

By executing this Settlement Agreement, each Party acknowledges that:

- a. They have carefully read and fully understand the provisions of this Agreement;
- b. They have knowingly and freely entered into this Agreement, without coercion; and
- c. The undersigned individuals, agents, or counsel represent and warrant that they are fully authorized to execute this Agreement on behalf of the persons and entities indicated below.

This Agreement may be executed in counterparts, each of which constitutes an original, and all of which constitute one and the same Agreement.

This Agreement is effective on the date that this Agreement is approved by the City of Los Angeles Commission on Civil Rights (“Effective Date”).

SIGNED:

Date:	<hr/> For: [REDACTED] Inc.
Date:	<hr/> Capri Maddox, General Manager Civil + Human Rights and Equity Department