

1 STEVE SMITH  
2 Warden (A)  
3 ANDREANA KNICK  
Employee Relations Officer  
Department of Corrections and Rehabilitation  
Sierra Conservation Center  
5100 O'Byrnes Ferry Road  
Jamestown, California 95327

7 Representative for Respondent CALIFORNIA DEPARTMENT OF CORRECTIONS AND  
8 REHABILITATION

9 ***In the Matter of the Notice of Adverse Action  
Served upon*** CMS Number: NV-SCC-204-23-S

10 BRETT WOODHAMS

11 **STIPULATED SETTLEMENT  
AGREEMENT AND RELEASE**

12 **10% salary reduction for 12 months**

13       The parties to the above referenced matter, BRETT WOODHAMS (WOODHAMS) and  
14 the California Department of Corrections and Rehabilitation (CDCR), have stipulated to a  
15 settlement of the above-entitled matter as the final disposition, pursuant to Government Code,  
16 section 18681.

17       NOW, THEREFORE, THE PARTIES STIPULATE AND AGREE AS FOLLOWS:

18       1. WOODHAMS, by his signature on this document, agrees to waive any right he  
19 may have to appeal or prosecute an appeal(s) of the Notice of Adverse Action (NOAA), effective  
20 December 1, 2023, either before the State Personnel Board (SPB) or any court of law which  
21 might have jurisdiction over the matter. Specifically, WOODHAMS waives any right(s) he may  
22 have, as set forth in Section VII of the NOAA, and Code of Civil Procedure, Part 3, title 1,  
23 section 1067 through 1110b, inclusive. WOODHAMS agrees and accepts the Hiring Authority's  
24 modification of the NOAA as follows: The penalty set forth in the NOAA, a 10% percent salary  
25 reduction for 12 months effective December 11, 2023, shall be modified to a 8 work day  
26 suspension effective the beginning of business December 1, 2023, and shall continue thru the  
27 close of business on December 22, 2023, and a 10% salary reduction for 2 qualifying pay periods  
28 beginning the start of business on January 1, 2024.

1           2. WOODHAMS, by his signature on this document, and in exchange for such  
2 consideration as is set forth in this Stipulated Settlement Agreement and Release, releases,  
3 acquits and forever discharges the State of California, CDCR, and its agents, representatives,  
4 employees, successors and assigns, of and from any and all demands, actions, causes of action,  
5 claims of any kind or nature whatsoever, known and unknown, anticipated or unanticipated, past  
6 or present, and any claim under state or federal law including, but not limited to, claims under  
7 the Fair Employment and Housing Act, Title VII of the 1964 Civil Rights Act, and/or the Age  
8 Discrimination in Employment Act, which may exist as of the date hereof in connection with or  
9 arising out of the actions taken by the Department regarding the Notice of Adverse Action.

10          3. WOODHAMS is familiar with and has read the provisions of California Civil  
11 Code, section 1542, and expressly waives to the fullest extent of the law any and all rights she  
12 may otherwise have under the terms of that Code section which reads as follows:

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

16          6. WOODHAMS executes this release without reliance upon any statement or  
17 representation by CDCR or its representatives except as set forth in this document.  
18 WOODHAMS is of legal age and is legally competent to execute this release. WOODHAMS  
19 accepts fully the responsibility therefore, and executes this release after having read this  
20 Stipulated Settlement Agreement and Release. After having been advised and having the  
21 opportunity to discuss it thoroughly with WOODHAMS's representative, Staff Counsel Jim  
22 Harrison, California Peace Officers Association, WOODHAMS understands its provisions and  
23 enters into this Stipulated Settlement Agreement and Release voluntarily.

24          7. Nothing in this Stipulated Settlement Agreement and Release shall be considered  
25 or construed as an admission of fault and/or liability by either WOODHAMS or CDCR.

26          8. This Stipulated Settlement Agreement and Release shall be construed and  
27 governed by the laws of the State of California.

1           9. If any paragraph, portion of a paragraph, or provision of this Stipulated Settlement  
2 Agreement and Release is deemed for any reason to be void or unenforceable, any such  
3 unenforceable paragraph, portion of a paragraph or provision shall be deemed severable and the  
4 remainder of this Stipulated Settlement Agreement and Release shall remain binding and  
5 effective.

6           10. Any rule to the effect that ambiguities in written instruments should be construed  
7 against the party that drafted the instrument shall not apply in the interpretation of this Stipulated  
8 Settlement Agreement and Release as it is the product of bilateral negotiation and drafting.

9           11. This Stipulated Settlement Agreement and Release may be pleaded as a full and  
10 complete defense to, and may be used as an injunction against, any action, suit, or other  
11 proceeding that may be instituted or prosecuted by any party in breach of this Stipulated  
12 Settlement Agreement and Release, except that this paragraph does not bar any cause of action or  
13 claim that is based expressly, specifically, and/or exclusively upon an alleged breach of this  
14 Stipulated Settlement Agreement and Release. This Stipulated Settlement Agreement and  
15 Release is freely and voluntarily entered into.

16           12. This Stipulated Settlement Agreement and Release may be executed in one or  
17 more counterparts, each of which together shall constitute one and the same Stipulated  
18 Settlement Agreement and Release. Facsimile signatures are as valid and shall be given the same  
19 force and effect as original signatures.

20           13. This Stipulated Settlement Agreement and Release sets forth the entire  
21 understanding of the Parties in connection with the subject matter herein. It is expressly  
22 understood and agreed that this Stipulated Settlement Agreement and Release may not be altered,  
23 amended, modified or otherwise changed in any respect whatsoever except by a writing duly  
24 executed by authorized representatives of the Parties.

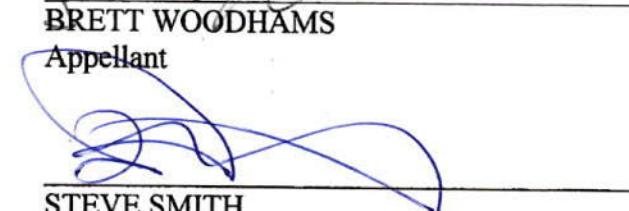
25           14. The parties agree that the terms set forth herein are not required to be pre-  
26 approved by SPB. Nevertheless, the parties hereto agree to honor the terms and conditions set  
27 forth herein. The parties also agree that this agreement is enforceable by SPB as to any  
28 disciplinary action taken against the employee.

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4 DATED: 11/14/23



BRETT WOODHAMS  
Appellant

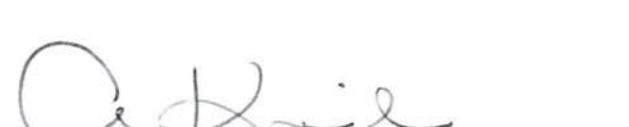
5  
6 DATED: 11/14/23



STEVE SMITH  
Warden (A)  
Sierra Conservation Center

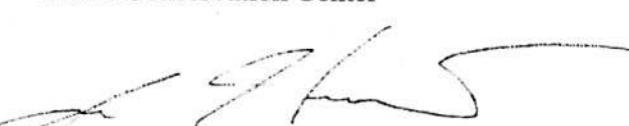
10 APPROVED AS TO FORM AND CONTENT:  
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12  
13 DATED: 11/14/23



ANDREANA KNICK  
Employee Relations Officer  
Sierra Conservation Center

16  
17 DATED: 11/8/2023



JIM HARRISON  
CCPOA Staff Counsel  
Representative for BRETT WOODHAMS

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