

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

Representative for Respondent CALIFORNIA DEPARTMENT OF CORRECTIONS AND REHABILITATION

*In the Matter of the Notice of Adverse Action
Served upon*

CMS Number: NV-SCC-204-23-S

BRETT WOODHAMS

**STIPULATED SETTLEMENT
AGREEMENT AND RELEASE**

10% salary reduction for 12 months

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

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

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

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.

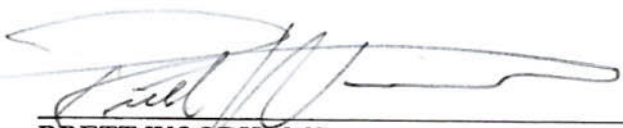
16 12. This Stipulated Settlement Agreement and Release may be executed in one or
17 more counterparts, each of which together shall constitute one and the same Stipulated
18 Settlement Agreement and Release. Facsimile signatures are as valid and shall be given the same
19 force and effect as original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

1
2
3
4 DATED:

11/14/23


BRETT WOODHAMS

Appellant

5
6
7 DATED:

11/14/23


STEVE SMITH

Warden (A)

Sierra Conservation Center

8
9
10 APPROVED AS TO FORM AND CONTENT:

11
12
13 DATED:

11/14/23


ANDREANA KNICK

Employee Relations Officer

Sierra Conservation Center

14
15
16
17 DATED:

11/8/2023


JIM HARRISON

CCPOA Staff Counsel

Representative for BRETT WOODHAMS