

PRE-LITIGATION SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF CLAIMS

This Pre-Litigation Settlement Agreement and Mutual Release of Claims (“Agreement”) is entered into between City of Antioch (“City”) and Steven Ford (“Ford”), former Chief of Police for the City. Collectively, the City and Ford are “Parties” to this Agreement and each is, individually, a “Party” to this Agreement. This Agreement shall be deemed to have been entered into on August 26, 2025 (“Effective Date”).

RECITALS

A. Ford served as Chief of Police for the City between April 2022 and August 2023. Ford retired as Chief of Police on August 11, 2023.

B. On November 27, 2024, City Manager Bessie Scott sent a confidential email to former City Mayor, Lamar Thorpe (collectively, “Individuals”). The email summarized an allegation, received by the City, that Ford had engaged in an inappropriate relationship with an unnamed subordinate while employed by the City (“Allegation”). Shortly after receipt of this email, the City began an internal affairs investigation into the Allegation (“Investigation”).

C. On December 3, 2024, a local media outlet publicized the contents of the confidential email and that the City had begun the Investigation. This breach of confidentiality was unauthorized and unlawful and resulted in damaging media coverage about Ford.

D. On February 18, 2025, following the completion of the investigation, the City issued a private memorandum to Ford confirming the investigation had concluded and that the allegations were unfounded.

E. On April 28, 2025, Ford filed a government claim against the City, pursuant to Government Code §810 (“Claim”). In the Claim, Ford alleged potential causes of action under California Law for monetary damages due to the unauthorized disclosure of confidential information and ensuing reputational harm. The Claim identified the City and the Individuals as prospective defendants.

F. Without making any admissions, the Parties through this Agreement seek to resolve the Claim in a manner that allows them to forego the expenses, burdens, uncertainties, and time commitment of litigation.

AGREEMENT

1. The Parties incorporate the above-stated Recitals as material terms of this Agreement.

2. As consideration for the release provided within, the City shall pay Ford the sum of \$190,000 within ten business days of the Effective Date. This sum shall be inclusive of all damages, costs, and attorney fees Ford has sustained or incurred related to the Claim. The City shall make payment to Ford through his legal counsel to the payee(s) and delivery address(es) as his counsel shall direct.

3. As additional consideration for the releases provided within, City provides the statement attached exactly as attached in Exhibit A ("Statement"). On and after the Effective Date, each Party may distribute in his/its sole discretion an exact copy of the Statement to any person, municipality, business, law enforcement agency, entity, reporter, member of the Press, news media outlet, prospective employer, public agency, or any other party. At a minimum, the City of Antioch shall provide a copy of Exhibit A to Nate Gartrell at the East Bay Times.

4. Notwithstanding any provision of Penal Code section 832.7, the California Public Records Act (Gov. Code § 7920.000 et seq.), or other applicable statute to the contrary, the Parties agree the City shall disclose a full copy of the Investigation report and any related records to any person or party who requests the same under any of the foregoing authorities. The Parties agree the City may make such redactions to this disclosure that are permitted under applicable law and that are reasonably necessary to protect the privacy interests of or preserve protected information related to any third parties.

5. Upon the City's payment as required by Paragraph 2, each Party and his/her/its heirs, executors, administrators, predecessors, successors in interest, affiliates, partners, assigns, agents, officers and directors hereby forever generally, completely and mutually release and discharge the other Party, including, but not limited to, his/her/its heirs, executors, administrators, trustees, settlors, beneficiaries, issue, directors, officers, shareholders, agents, predecessors, assigns, employees and attorneys, from any and all demands, debts, duties, and obligations related to the Claim.

6. It is the intention of the Parties that the foregoing releases provided for in this Agreement as applied to the City are equally applicable to the Individuals.

7. It is the further intention of the Parties that, upon full satisfaction of the conditions set forth in Paragraph 2, this Agreement shall be effective as a full and final accord and satisfaction, and as a bar to all actions, causes of action, and obligations, costs, expenses, attorneys' fees, damages, losses, claims, liabilities, and demands of whatsoever nature, character, or kind, known or unknown, suspected or unsuspected, which could have been brought as part of or related to the Claim, with the exception of the Parties' rights and obligations under this Agreement. All of the Parties hereto acknowledge that they are familiar with Section 1542 of the California Civil Code and expressly waive the benefits thereof. Section 1542 reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS

OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

8. The Parties acknowledge they have received the advice of counsel regarding the advisability of all releases provided for within, including the waiver of California Civil Code section 1542. The Parties are aware that, following execution of this Agreement, they may discover claims or facts in addition to or different from those they now know or believe to be true in relation to the Claim. Nonetheless, it is their intention to fully and finally settle and release all claims they have or may have against each other, except as reserved herein.

9. The Parties acknowledge they have read this Agreement, have had the opportunity to have the Agreement explained to them by counsel of their choice, are aware of its content and legal effect, and are signing this Agreement freely and voluntarily.

10. This Agreement shall be effective upon its full execution. Each of the undersigned represents that he/she has the authority to bind the Party on whose behalf he/she has executed this Agreement. The Agreement may be executed in counterparts and in duplicate originals. If so executed, then upon proof of execution of at least one copy, the Agreement shall be effective from the date of the last signature. If executed in duplicate, each duplicate copy shall be valid as an original copy.

11. The Parties each warrant that he/she/it has not assigned or transferred, attempted to assign or transfer, and will not assign or transfer, any claim which was raised, or could have been raised, in connection with the Claim. Should any controversy arise over any assignment or transfer of any claim in this Agreement, the Parties further agree that the Party who is alleged to have made such assignment or transfer shall fully indemnify the other Parties as to that controversy, including any legal actions arising from it.

12. This Agreement has been jointly negotiated and drafted. The language of this Agreement shall be construed as a whole according to its fair meaning, and not strictly for or against any Party.

13. This Agreement constitutes the entire agreement between the Parties. No modification of this Agreement shall be valid unless in writing and signed by the Parties. The Parties shall not be bound by any representation, warranty, promise, or statement unless it is specifically set forth in this Agreement.

14. Should any term of this Agreement be deemed unlawful, that provision shall be severed, or construed in accordance with applicable law as nearly as possible to reflect the Parties' mutual original intent, and all remaining terms shall continue to be valid and fully enforceable.

15. This Agreement shall bind the heirs, personal representatives, successors, and assigns of the Parties, and inure to the benefit of each Party, its successors, and assigns.

16. The Parties agree to execute and deliver any other instrument or document convenient or necessary to carry out the terms of this Agreement.

17. Failure of any of the Parties to insist upon the strict observance of, or compliance with, all of the terms of this Agreement in one or more instances, shall not be deemed to be a waiver of any of the Parties' right to insist upon such observance or compliance with the other terms of this Agreement.

18. This stipulation may be signed by PDF signatures. This stipulation may be signed in counterparts.

SO AGREED.

STEVEN FORD

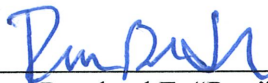


By: Steven Ford

Aug 25, 2025

Dated

CITY OF ANTIOCH

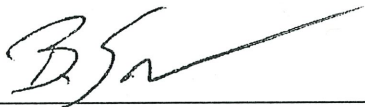


By: Rowland E. "Ron" Bernal, Jr.
Mayor

8/26/25

Dated

Approved as to Form.



By: Brian E. Soriano

August 26, 2025

Dated



By: Derek P. Cole
Interim City Attorney

August 26, 2025

Dated

EXHIBIT A

Statement of City of Antioch
(next page)

**STATEMENT OF THE CITY OF ANTIOCH REGARDING SETTLEMENT OF
GOVERNMENT CLAIM FILED BY FORMER POLICE CHIEF STEVEN FORD**

August 27, 2025

In November 2024, the City of Antioch initiated an internal investigation involving former Police Chief Steven Ford. The City received an email alleging Chief Ford, while employed by the City, had an inappropriate relationship with an unnamed subordinate. The investigation, which concluded in February 2025, determined this allegation was unfounded.

The City acknowledges that shortly after the investigation began, the investigation's existence and the subject of investigation were inappropriately revealed to the Press—before Chief Ford was made aware. This breach of confidentiality resulted in damaging media coverage about Chief Ford beginning on or about December 3, 2024.

The City acknowledges the investigation's existence should not have been revealed to the Press. Chief Ford had a right to expect any unverified allegation about him would be investigated confidentially. Under California law, investigations regarding peace officers may only be revealed publicly when allegations are sustained. In this matter, the allegation against Chief Ford was found not true.

The City expresses its appreciation to Chief Ford for his previous service as Antioch Police Chief. It wishes Chief Ford the best for his future law enforcement career.