STATE OF CALIFORNIA | Business, Consumer Services and Housing Agency
GAVIN NEWSOM, GOVERNOR

**Civil Rights Department**
KEVIN KISH, DIRECTOR

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# SETTLEMENT AGREEMENT – Employment

**CRD Case Numbers:**
**EEOC Case Numbers:** [redacted]

**Complainant:** [redacted]

**Respondent:** **Cobb Area County Water District**

In exchange for the promises and representations set forth herein, [redacted] "Complainant") and Cobb Area County Water District ("Respondent") (collectively the "parties"), agree to resolve the above-listed complaints filed with the Civil Rights Department[1] ("CRD Complaint")[2] pursuant to the following terms and conditions:

1. This Agreement will take effect once it has been signed by all parties and an authorized CRD representative *and* the Complainant's right to revoke the waiver of claims under the federal Age Discrimination in Employment Act ("ADEA"), as provided in the accompanying Addendum, has expired. The "Effective Date" of this Agreement is based on when Complainant's right to revoke has expired and the last person who signs this Agreement, whichever is later.

2. The parties intend and agree that this Agreement is binding and enforceable as permitted under law and that the terms are contractual and not mere recitals. As such this Agreement may be used as evidence if any party brings a proceeding to enforce this Agreement.

3. By signing this Agreement, no party is admitting liability, wrongdoing, or the truth of any facts alleged in the CRD Complaint.

4. In exchange for Complainant's promises in this Agreement, Respondent agrees:

a. To pay Complainant a total sum of Twenty Two Thousand Five Hundred dollars and zero cents ($22,500.00) as detailed below provided that Complainant does

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[1] Prior to July 1, 2022, the Civil Rights Department ("CRD") was named the Department of Fair Employment and Housing ("DFEH"). Pursuant to Government Code section 11159 and Senate Bill 1316 (2022), the CRD has the same duties, powers, purposes, responsibilities, and jurisdiction as the former DFEH.

[2] For the purposes of this Agreement the term "CRD Complaint" includes Complainant's dual-filed complaint with the U.S. Equal Employment Opportunity Commission ("EEOC").

not revoke the Federal ADEA Waiver as outlined in this Agreement's Addendum (the "ADEA Waiver") within seven (7) days of Complainant's execution of the ADEA Waiver, and delivers a copy of this CRD Settlement Agreement, IRS W4 and W9 forms, and Confirmation of Successful Mediation Forms all duly signed by Complainant to Respondent's representative [redacted] at [redacted] The payment will be by two checks made payable to [redacted] 1) one check for $6,750 as wages that is subject to applicable withholdings for which IRS W2 form will be filed, and 2) another check for $15,750 not subject to withholdings for which IRS 1099 will be filed. Both checks will be sent to Complainant's address at [redacted] within 30 calendar days after the Effective Date of this Agreement. Out of the total payment of $22,500, $10,000 is the consideration for the ADEA portion as indicated in the ADEA Waiver. If Complainant revokes the ADEA Waiver, Respondent will not have to pay Complainant anything because the entire agreement including the ADEA waiver is null and void.

b. Affirmative Relief is required. Respondent agrees to post CA Civil Rights Department (CRD) poster Respondent will post the Employment Discrimination based on Disability (CRD-E01B-ENG / December 2022) in English and/or all other languages available on the CRD website www.CalCivilRights.ca.gov (as appropriate), in the employee break room, a conspicuous place in an area where employees regularly gather within thirty (30) days after the Effective Date of this Agreement. This Fact Sheet or poster shall not be reduced in size, defaced, altered, or covered by any material.

c. Within 50 days after the Effective Date, Respondent agrees to inform the CRD that Respondents have satisfied the promises set forth in this Paragraph 4. Respondents will inform the CRD of compliance via e-mail addressed to DRDCompliance@calcivilrights.ca.gov.

d. To release and forego from bringing against Complainant, in state or federal court or before any state, local, or federal government entity, any potential claims under the Fair Employment and Housing Act, the Americans with Disabilities Act and/or Title VII of the federal Civil Rights Act of 1964 that are based on or related to the allegations in the CRD Complaint arising through the date when this Agreement takes effect.

5. In exchange for Respondent's promises in this Agreement, Complainant agrees:

a. To the closure of the CRD Complaint.

b. To release and forego from bringing against Respondent or any of Respondent's officers, agents, or employees, in state or federal court or before any state, local, or federal government entity, any potential claims under the Fair Employment and Housing Act, the Americans with Disabilities Act and/or Title VII of the

federal Civil Rights Act of 1964 that are based on or related to the allegations in the CRD Complaint arising through the date when this Agreement takes effect.

6. This Agreement does not prohibit Complainant from testifying, assisting, or participating in an investigation, hearing, or proceeding conducted by any state, local, or federal governmental entity, or from helping other individuals to pursue their rights. In addition, nothing in this Agreement prevents the disclosure of factual information by either party as specified in California Code of Civil Procedures section 1001.

7. The existence, terms, and conditions of this Agreement and underlying factual information related to the CRD Complaint are not confidential, and the Agreement and Addendum constitute as a public document.

8. Notwithstanding Paragraph 7, the parties will maintain the confidentiality of the mediation process leading up to the execution of this Agreement as set forth in the Agreement to Mediate and Confidentiality Agreement that they previously signed.

9. In signing this Agreement, each party acknowledges that:

a. They have carefully read and fully understand the provisions of this Agreement;

b. The CRD and its agents and employees have not provided legal advice, tax advice, or advice concerning the impact of this Agreement on eligibility for public benefits;

c. They understand they have the right to consult with an attorney, to seek tax advice, and to review this Agreement with an attorney, tax consultant, and/or benefits counselor prior to signing;

d. They have knowingly and freely entered into this Agreement, without coercion; and

e. They have the authority to bind the entity or individual on whose behalf they have signed.

10. This Agreement is the sole and entire Agreement between the parties and the CRD regarding the CRD Complaint and supersedes all prior agreements, negotiations, and discussions between them relating to the CRD Complaint. In signing this Agreement, the parties have not relied on any other promises, inducements, or representations, other than as expressly set forth in this Agreement. The CRD has been made aware that parties intend to sign or have signed a separate agreement. The CRD is not a signatory to and has not approved any separate agreement or covenant between the parties. Should any term contained in the parties' separate agreement conflict with any term in this Agreement, this Agreement controls, and any conflicting terms in the parties' separate agreement are void and unenforceable.

11. This Agreement may only be modified in a subsequent written agreement signed by the parties and the CRD.

12. If any provision of this Agreement is held to be invalid and/or unenforceable, the remaining provisions of the Agreement will be considered valid and enforceable, as if the invalid and/or unenforceable portion did not exist.

13. If any party to this Agreement brings an action in court to enforce this Agreement, the prevailing party will be entitled to recover their reasonable attorneys' fees and costs, as determined by the court.

14. The parties agree and understand that the CRD has the authority to investigate compliance with this Agreement; to enforce the Agreement in court; or, in the event of breach of this Agreement by any of the parties, to reopen the CRD Complaint, continue its investigation, and pursue the CRD Complaints to the full extent of the CRD's legal authority.

15. Respondents acknowledge their affirmative duty under the Fair Employment and Housing Act not to discriminate, and that it is unlawful to retaliate against any person because that person has made a complaint, testified, assisted, or participated in any manner in a proceeding under the Fair Employment and Housing Act, the Equal Pay Act, or Title VII of the federal Civil Rights Act of 1964.

16. This Agreement shall be interpreted under the laws of the State of California.

17. This Agreement may be signed in duplicate originals, each of which will be treated as an original and equally admissible in evidence. A fax or scanned signature has the same effect as the original.

Dated: Oct 8, 2024

[redacted]
Complainant Name (Print)

[redacted]
Complainant's Signature

Dated: 10/11/2024

[redacted] General Manager
Respondent's Representative's Name and Job Title (Print)

[redacted]
Respondent's Representative's Signature

In reliance on the promises made by the parties in the foregoing Agreement, the CRD will close CRD Case number 202403-23824102 and EEOC Case number 37A-2024-02031, subject to the Department's authority to reopen the Complaint and/or bring an action to enforce this Agreement in the event of a breach. The CRD does not waive or limit its right to investigate or seek relief in any other charge against Respondent.

Dated: 11/18/24

Chhaya Malik, Deputy Director of the Dispute Resolution Division

Department Representative's Name & Job Title (Print)

[redacted]

Department Representative's Signature

## ADDENDUM: WAIVER OF CLAIMS UNDER THE FEDERAL AGE DISCRIMINATION IN EMPLOYMENT ACT ("ADEA")

A. By signing this Addendum: Waiver of Claims Under the Federal Age Discrimination in Employment Act ("ADEA Waiver"), Complainant further agrees, in exchange for the consideration of $10,000.00 allocated to the release of claims under the ADEA as stated in Paragraph 4 of the foregoing Agreement with IRS 1099, to release and forego from bringing against Respondent or any of Respondents' officers, agents, or employees, in state or federal court, any potential claims under the ADEA arising through the date when this Agreement takes effect.

B. As required by the Older Workers Benefit Protection ACT ("OWBPA"), the parties acknowledge that:

i. Complainant is advised to consult with an attorney regarding a decision to release claims under the ADEA as provided in this ADEA Waiver.

ii. Complainant may take up to 21 days to decide whether to sign this ADEA Waiver. Complainant may waive all or part of the 21-day consideration period by deciding to sign or reject the ADEA Waiver before the 21st day.

iii. If Complainant signs this ADEA Waiver, Complainant may revoke the ADEA Waiver within 7 days of signing it. In order to revoke the ADEA Waiver, Complainant must send notice of the revocation in writing, before the end of the 7-day period, to email Respondent's representative [redacted] at [redacted] and to the Civil Rights Department's Dispute Resolution Division via e-mail to DRDCompliance@dfeh.ca.gov.

iv. If Complainant revokes the release of ADEA claims as stated in this ADEA Waiver, Complainant understands that the foregoing Agreement will also be null and void, and that Complainant will forfeit all the consideration described in paragraph 4 of the Agreement.

C. This ADEA Waiver does not apply to claims that may arise in the future, after the date when this Agreement takes effect.

Dated: Oct 8, 2024

[redacted]
Complainant's name (Print)

[redacted]
Complainant's Signature