



Civil Rights Department

KEVIN KISH, DIRECTOR

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

SETTLEMENT AGREEMENT — Employment

CRD Case Number [REDACTED]

EEOC Case Number: [REDACTED]

Complainant:

[REDACTED]

Respondents:

Metropolitan Water District

[REDACTED]

In exchange for the promises and representations set forth herein, [REDACTED] ("Complainant") and Metropolitan Water District ("Respondent") (collectively the "parties"), agree to resolve the above-listed complaint filed with the Civil Rights Department¹ ("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.
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. The Metropolitan Water District agrees to pay Complainant a total settlement sum of \$125,000.00 which will be sent to Complainant at [REDACTED] within 30 days of the effective date of this Agreement. This payment will be made pursuant to an IRS 1099 without withholding, as damages due to the injury resulting from the allegations alleged by Complainant. Complainant is required to provide a completed and signed IRS W-9 form to Respondent. As described in the Addendum, a

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

portion of this monetary payment, totaling \$5,000.00, is consideration for Complainant's agreement to release any claims for age discrimination under the ADEA.

- b. In addition to the settlement payment described in paragraph 4.a. and separate from the payment in paragraph 4.a., within 30 days of the effective date of this Agreement the Metropolitan Water District also agrees to reinstate/replenish the hours of sick leave (365 hours) and vacation leave (736 hours) which were taken by Complainant as related to allegations in the CRD complaint. Once reinstated/replenished, to the extent that the Complainant's total hours of vacation time exceed the hours which Complainant can accrue, Complainant will not forfeit or lose that excess time. Rather, Respondent will cash out Complainant's vacation hours in excess of 400 at the rate of [REDACTED] current salary. The payment for time cashed out as part of this agreement will occur within 60 days of the effective date of this agreement. The reinstatement/replenishment as discussed in this paragraph will not interfere with the regular accrual of vacation and sick time. The monetary value of the reinstated sick and vacation hours is estimated to be \$74,383.56.
- c. Within 30 days of the effective date of this Agreement, the Metropolitan Water District agrees to seal all narrative portions of Complainant's reviews from June 2021 to July 2024, contained in hard copies and electronic versions in the Respondent's possession. The sealed portions will only be available to be opened by Respondent's legal department or by the Respondent's HR director, and only for a legitimate business purpose. They shall not be accessed, referenced, or used for employment decisions, including but not limited to promotions, or evaluations of Complainant
- d. Within 60 days of the effective date of this Agreement the Metropolitan Water District will certify that all managers and supervisors at the Skinner Water Treatment and Conveyance and Distribution location have taken at least one hour of online or in person anti-discrimination training focusing on the rights of disabled persons in the employment arena. This training is in addition to any regularly required training managers and supervisors are required to take.
- e. Within 75 days of the date when this Agreement takes effect, to inform Complainant and the CRD that Respondent has satisfied the promises set forth in this Paragraph 4. a., b., and d. Respondent will inform Complainant of compliance by email addressed to [REDACTED] Respondent will inform the CRD of compliance via e-mail addressed to DRDCompliance@CalCivilRights.ca.gov.
- f. 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' former or current 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, ADEA, 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 Procedure section 1001.

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

CRD has been made aware that the 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.

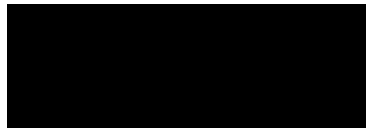
14. The parties agree and understand that the CRD has the authority to investigate compliance with this Agreement; to enforce the Agreement in court; or, in the event of breach of this Agreement by any of the parties, to reopen the CRD Complaint, continue its investigation, and pursue the CRD Complaint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

15. Respondent acknowledges its 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 and the Addendum shall be interpreted under the laws of the State of California.

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

Dated: 05/24/2025



Complainant's Signature

Dated: 5/30/2025

Metropolitan Water District
Respondent Name & Job Title (Print)
Deven Upadhyay, General Manager



Employment Settlement Agreement with ADEA Waiver Addendum
Page 5 of 6


Respondent's Signature

Dated: 5/30/2025

Metropolitan Water District
Marcia Scully, General Counsel


Respondent's Signature

In reliance on the promises made by the parties in the foregoing Agreement, the CRD will terminate its investigation of and close CRD Case  and EEOC Case  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: 6/3/2025

Chhaya Malik, Deputy Director of the Dispute Resolution Division

****Department Representative's Name & Job Title**


****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 \$5,000 allocated to the release of claims under the ADEA as stated in Paragraph 4 of the foregoing Agreement, 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: [REDACTED] by email to [REDACTED] and to the Civil Rights Department's Dispute Resolution Division via e-mail to DRDCompliance@calcivilrights.ca.gov.
- iv. If Complainant revokes the release of ADEA claims as stated in this ADEA Waiver, Complainant understands that they will forfeit the ADEA-release consideration of \$5,000.00. The remainder of the foregoing Agreement will remain in effect.

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

Dated: 05/24/2025

[REDACTED]

Complainant's Signature