

**Civil Rights Department**

651 Bannan Street, Suite 200 | Sacramento | CA | 95811

1-800-884-1684 (voice) | 1-800-700-2320 (TTY) (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(s):**
[REDACTED]**Respondent(s):**Siemens Mobility, Inc.
[REDACTED]

In exchange for the promises and representations set forth herein, [REDACTED] ("Complainant") and Siemens Mobility, Inc. ("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 (the "Effective Date").
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.

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").

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

a. Complainant will be paid the total gross sum of [REDACTED] [REDACTED] which will be paid by checks made payable to Complainant and delivered via overnight mail to Complainant's home address within thirty (30) business days of the Effective Date, provided Complainant has completed and returned to Respondent all necessary IRS tax forms.

i. Respondent will inform CRD of compliance within five (5) business days of the date on which the above payment is sent via overnight mail to Complainant, including providing any tracking numbers associated with the mailed checks, via e-mail to DRDCompliance@calcivilrights.ca.gov.

b. As affirmative relief, Respondent agrees that:

i. It has retained a qualified consultant, to which Respondent and the CRD have agreed, to assess the efficacy of its equal employment opportunity practices in its facility located at 7464 French Road, Sacramento, CA 95828, and any additional buildings or facilities located within the general vicinity (altogether, the "French Road Facility") in California.

ii. The consultant is to specifically evaluate (a) incidents of racial harassment and ongoing racial tensions amongst Respondent's workforce at the French Road Facility, including the frequency of such incidents and if they go unreported; (b) implementation of Respondent's policies and procedures for investigating reports of racial harassment by facility-based supervisors and HR personnel; (c) implementation of Respondent's policies and procedures for handling cross-complaints and retaliatory complaints received during an investigation by facility-based supervisors and HR personnel; (d) implementation of Respondent's discipline structure by facility-based supervisors and HR personnel; and (e) the efficacy of Respondent's new Respectful Work Environment training created and implemented in 2023.

- iii. Within ninety (90) calendar days of the Consultant completing their assessment of the subjects enumerated above in Paragraph 4.b.ii, the Consultant shall prepare a written report on the scope and manner of the Consultant's review, its findings regarding the subjects enumerated above in Paragraph 4.b.ii, and its findings regarding the efficacy of the subjects enumerated above in Paragraph 4.b.ii at resolving racial harassment and tensions in Respondent's facilities. In their written report, the Consultant will also make recommendations for improvements to Respondent's policies, procedures, and practices to address any issues identified in their assessment, if any. These recommendations may include additional trainings or a modification of policies, practices, or procedures to further ensure that such policies, practices, or procedures are applied in a non-discriminatory and non-retaliatory manner.
- iv. Respondent, or their designated representative,³ shall provide the Consultant's report, as described above in Paragraph 4.b.ii to the CRD's Legal Division within ten (10) calendar days of Respondent receiving the report from the Consultant. CRD agrees to treat the report as Confidential and to maintain the confidentiality of the Consultant's report to the extent permitted by applicable law.
- v. Within thirty (30) calendar days of receipt of the Consultant's report, the CRD's Legal Division will submit a written response to the Consultant's report to Respondent's representative, with any comments and/or additional recommendations.
- vi. Within thirty (30) calendar days from the date of receipt of a response from the CRD's Legal Division, as described in Paragraph 4.b.v., Respondent will:
 - 1) Amend its policies, practices, or procedures to incorporate the Consultant's recommendations, including any additional recommendations provided by CRD's Legal Division; and

³ As of the Effective Date of this Agreement, Respondent designates Amy E. Beverlin of Baker & Hostetler LLP, 1900 Avenue of the Stars, Suite 2700, Los Angeles, CA 90067, as its representative.

- 2) Amend its policies, practices, or procedures to include a ninety (90) day oversight and check-in period for any employee who lodges a complaint alleging racial harassment or discrimination to ensure that the complaining employee is not subjected to any retaliation for making their complaint and that Respondent's response to the complaint has been effective at stopping the unlawful conduct. The oversight and check-in period will not apply to any period during which the complaining employee is not employed by Respondent.
- vii. If Respondent decides not to implement any of the recommendations in the Consultant's Report or any recommendations made by CRD's Legal Division, the Parties will have sixty (60) calendar days within which to submit their dispute regarding such recommendations and to mediate that dispute with Andrea Fernandez-Jackson, Senior Attorney Mediator, with the CRD's Dispute Resolution Division ("DRD").
 - viii. At the intervals set forth herein, Respondent, or their designated representative, will provide to the CRD's Legal Division two (2) anonymized reports detailing any internal or external complaints of race discrimination at its French Road Facility. Each employee named in the report will be given a unique identifier. Those identifiers will remain the same across both reports discussed herein and in each instance where that employee's name appears in the report. For each complaint listed in the report, the report shall include: (1) the unique identifier(s) of the complainants; (2) the unique identifiers of additional target(s)/victim(s); (3) the unique identifier of the accused; (4) the findings of Respondent's investigation(s); and (5) discipline or remedial steps taken for each incident. These reports will be produced in an Excel format. CRD agrees to treat both reports as Confidential and to maintain the confidentiality of each of the reports to the extent permitted by applicable law.
- 1) Respondent, or their designated representative, will submit the first report to CRD's Legal Division via email by December 31, 2025.

- 2) The second report will be due three hundred and sixty-five (365) days from the date that Respondent receives the CRD Legal Division's response described in Paragraph 4.b.v., above, or from the date that CRD's opportunity to respond as set forth in that same paragraph expires.
 - c. Starting ninety (90) days after the Effective Date of this Agreement, Respondent's representative and of the CRD Legal Division shall have quarterly check-ins, via telephone or video conference at the discretion of the participants, to discuss the progression of completion of the affirmative relief discussed here in. These check-ins shall continue until Respondent submits its second report, as described in Paragraph 4.b.viii., above.
 - d. As soon as Respondent has satisfied the promises set forth in this Paragraph 4, but no later than three (3) years from the Effective Date, Respondent's representative shall inform the CRD that Respondent has fully complied with the Paragraph 4. Respondent, or their designated representative, will inform the CRD of compliance as it relates to the provisions in Paragraph 4.a. only via e-mail addressed to DRDCompliance@calcivilrights.ca.gov and Asaf.Orr@calcivilrights.ca.gov.
 - e. 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 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; and
 - b. To release and forego from bringing against Respondent or any of Respondents' former or current officers, agents, or employees (including but not limited to [REDACTED]) (collectively, the "Releasees"), in state or federal court or before any state, local, or federal government entity, any potential claims under the Fair Employment and Housing 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. Complainant waives any right to personal injunctive relief and to personal recovery, damages, and compensation of any kind payable by any Releasee with respect to the claims released in this Paragraph 5.b.

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 and underlying factual information related to the CRD Complaint are not confidential, and the Agreement is a public document. However, the Parties agree to keep Complainant's identity and/or the amount of the monetary payment to be paid by Respondent confidential to the extent allowed by law. Complainant's identity and/or the amount of the monetary payment to be paid by Respondent may not be disclosed to any third party, with the exception of the Parties' attorneys, tax advisors, insurers, benefits counselors, and spouses or domestic partners, and except as compelled by law as necessary to enforce the terms of the Agreement in the event of default by a party, or in the event that the CRD needs to reopen the case to the extent permitted by applicable law.
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 of their choosing, 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.
- CRD has been made aware that the parties intend to sign or have signed a Confidential Settlement Agreement and General Release (the “General Release Agreement”). The CRD is not a signatory to and has not approved the General Release Agreement or any provision thereof. Should any term contained in the General Release Agreement conflict with any term in this Agreement, this Agreement controls, and any conflicting terms in the General Release Agreement are void and unenforceable. This Agreement may only be modified in a subsequent written agreement signed by the Parties and the CRD. While the parties anticipate reciting the confidential payment terms outlined in Paragraphs 4(a) of this Agreement in the General Release Agreement, such a recital will not entitle Complainant to additional monetary relief. The Parties agree that regardless of the number of agreements executed and the terms recited therein, Complainant will only be entitled to recover the payments set forth in Paragraph 4(a) once.
11. 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 to the extent permitted by law, as if the invalid and/or unenforceable portion did not exist.
12. 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 and consistent with applicable law.
13. 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.

14. Respondent acknowledges its affirmative duty under the Fair Employment and Housing Act not to discriminate against employees or applicants 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.
15. This Agreement shall be interpreted under the laws of the State of California.
16. This Agreement 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: _____


Complainant Name


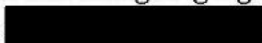


Signature below on next page

Complainant's Signature

5/28/2025

Dated: _____

Siemens Mobility, Inc.


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 CRD'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: 05/29/2025


**Department Representative's Signature

Signature:

Email:

