

SETTLEMENT AGREEMENT

This Settlement Agreement and the accompanying Exhibits A and B (together, “Agreement”), is a three-way agreement made and entered into by and among: Respondent Powerhouse Science Center dba Museum of Science and Curiosity (“Respondent”); Complainant [REDACTED] (“Complainant”); and California Civil Rights Department (“CRD” or “Department”) (collectively, “Parties”, or referred to individually herein as “Party”). In exchange for the promises and representations set forth herein, the Parties agree to settle the investigation of CRD matter [REDACTED] Powerhouse Science Center dba Museum of Science and Curiosity, CRD Matter No. [REDACTED] that resulted in the Department’s finding of cause on December 17, 2025 (the “CRD Matter”), among other things, as follows:

1. This Agreement is voluntarily entered into by all the above-listed Parties.
2. This Agreement shall be effective as of the date on when all Parties have fully executed this Agreement.
3. In consideration of Respondent’s promises in this Agreement, including specifically the promises in Paragraphs 5 and 6 of this Agreement, Complainant agrees to release, up to the Effective Date (defined as the date this Agreement is fully executed) of this Agreement, Respondent from any and all claims alleged in Complainant’s administrative complaint with CRD.
4. In consideration of Respondent’s promises in this Agreement, CRD and Complainant agree to not institute any action, either together or separately, in state or federal court, or before any local, state, or federal government entity, that arises out of the alleged unlawful acts and/or omissions of Respondent or any of Respondent’s agents, employees, or representatives, as alleged or as alleged or investigated in the CRD Matter or in relation to any claim alleged in Complainant’s complaint with CRD. This paragraph is subject to CRD’s rights under paragraphs 12 and 17 below.

Monetary Terms

5. Respondent agrees to pay, within fourteen (14) days of full execution of this Settlement Agreement, upon receipt of the appropriate tax forms from Complainant, and as consideration for the releases set forth herein, the total Settlement Sum of Two Hundred Fifty-Five Thousand Dollars (\$255,000). Payment will be made as follows:
 - a. One check for lost wages in the sum of Twenty-Five Thousand Five Hundred Dollars (\$25,500) less payroll deductions;
 - b. A second check for emotional distress damages in the lump sum of Two Hundred Twenty-Nine Thousand Five Hundred Dollars (\$229,500);

- c. Both checks will be made payable to [REDACTED] and mailed directly to Complainant via overnight tracked shipment to [REDACTED]. The tracking number for the overnight mailing will be provided to nassim.moallem@calcivilrights.ca.gov and christa.conry@CalCivilRights.ca.gov
- d. Complainant agrees to deliver concurrently with the signing of this Agreement duly executed IRS form W-9 and understands that Respondent cannot issue the settlement check until it receives said executed forms, and that the 14-day time period to issue said check shall not run until the executed forms are provided to Respondent.
- e. Complainant understands and acknowledges [REDACTED] is solely responsible for any and all obligations, including taxes, that may be owed by [REDACTED] as the result of consideration received under Paragraph 5 and that the Respondent, its current and former employees, representatives, and other related agents will be held harmless for the same.

Non-Monetary Terms

6. In addition, Respondent agrees to the following:

- (a) Respondent will rescind the Statement on Respectful Work Environment policy, and will notify all employees that the Statement on Respectful Work Environment has been rescinded and will not be enforced in any way. Verification of compliance shall be provided to CRD by July 1, 2026.
- (b) Respondent agrees not to implement any workplace policy, mandate, rule, or guideline which specifically seeks to interfere with or prohibit employees from wearing garments, accessories, tattoos, and/or hairstyles related to their race, national origin, ancestry, and/or culture, such as a keffiyeh, unless there is a reasonable relationship to job duties and requirements;
- (c) Respondent's executive staff, including directors, and the MOSAC Board President shall attend at least four hours of training every year for the next three years, covering the following topics:
 - i. Employment Retaliation
 - ii. Employment Discrimination Basics
 - iii. Conducting Effective Workplace Investigations
 - iv. De-Escalation and Navigating Difficult Conversations

Respondent shall provide verification that its training obligations have been satisfied by providing verification to CRD by providing a copy of any training certificate and the names and titles of Respondent's employees who received the training during the applicable year. The verification shall be reported to CRD by

August 1, 2026 for the first year, and by August 1, of every subsequent year for the next 2 years. Unless attending a CRD training, a copy of the training materials will be provided to CRD for review.

(d) Respondent's executive staff, including directors, and the MOSAC Board President shall attend trainings, to be approved by CRD, on the following topics by August 1, 2026, and offer voluntary attendance to MOSAC staff:

- i. Anti-racism training, with a component that includes anti-Arab racism.

By August 1, 2026, Respondent shall provide verification that its training obligations have been satisfied by providing a copy of any training certificate and the names and titles of Respondent's employees who received the training during the applicable year.

(e) Within ninety (90) calendar days of the execution of this Agreement, Respondent will update, revise, and/or create robust equal employment opportunity policies that establish anti-discrimination, anti-harassment, and anti-retaliation policies for the workplace. These policies will include detailed provisions including, but not limited, to the following:

- i. The process to report and address violations, including contact information for submitting any reports;
- ii. The process for investigating workplace complaints, including guidelines for how investigations will be documented and how conclusions will be communicated;
- iii. Identifying and managing conflicts of interest during a workplace investigation;
- iv. The definition of retaliation, with examples of workplace retaliation along with examples of legally protected activities;
- v. The procedure for identifying conflicts of interest that may exist;
- vi. Information on how to file complaints with California state agencies, including with the California Civil Rights Department;
- vii. These policies will also affirm and indicate the following:
 - A. When Respondent receives a complaint, or any allegations of misconduct, it will conduct a fair, timely, and thorough investigation that provides all parties appropriate due process and reaches reasonable conclusions based on the evidence;
 - B. Respondent will agree to make clear that employees will not be exposed to retaliation as a result of lodging a complaint or participating in any workplace investigation;

By August 1, 2026, Respondent shall provide CRD a copy of any and all equal employment opportunity policies outlined above for review.

- (f) Within sixty (60) calendar days of the execution of this agreement, Respondent shall affirm in writing employees' right to wear garments, accessories, tattoos, and/or hairstyles related to their race, national origin, ancestry, and/or culture, so long as they do not interfere with job duties.
- (g) Within sixty (60) calendar days MOSAC shall distribute to all executives, employees, and board members the following fact sheet, and post it in a visible place in the workplace for the next three years:
 - i. Workplace Retaliation is Against the Law:
<https://calcivilrights.ca.gov/wp-content/uploads/sites/32/2025/07/Retaliation-Factsheet-English.pdf>

By July 1, 2026, Respondent shall provide verification of compliance to CRD by providing a copy of the notification, including the names and email addresses of recipients and the date of transmission, and confirming the fact sheet was posted.

- (h) Respondent will remove any and all references to its decision to send Complainant home early on February 14, 2024, suspend [REDACTED] on August 15, 2024, and all other discipline related to the Policy on Respectful Work Environment, including wearing a keffiyeh and/or displaying a watermelon from Complainant's personnel file and related records. Complainant's separation shall be classified as a resignation. By July 1, 2026, Respondent shall notify Complainant and CRD in writing that this has been done;
- (i) Respondent shall remove from any personnel file or related record any and all references to current or former employee violations of the Policy on Respectful Work Environment, including wearing a keffiyeh and/or displaying a watermelon. By July 1, 2026, Respondent shall notify CRD and any current and former employees in writing that this has been done;
- (j) Within thirty (30) days of the Effective Date, Respondent shall provide Complainant a neutral reference letter, similar in substance to Exhibit A of this Agreement, and provide the same reference letter in response to any future inquiries;
- (k) Respondent shall issue or confirm issuance of a formal apology to Complainant by July 1, 2026;
- (l) Respondent shall treat [REDACTED] in the same manner as it treats all other members of the general public when she visits MOSAC as a guest, subject to the same rules of conduct and enforcement applicable to all guests and shall not subject [REDACTED] to differential treatment;

(m) Within sixty (60) calendar days of the execution of the Agreement, Respondent will notify all employees and board members regarding the outcome of Complainant's complaint with CRD by signing the "Notice to Employees" (Exhibit B of this Agreement) and sending it to all employees, and all members of Respondent's Board. Respondent should also post the Notice to Employees in a visible place in the workplace for the next year. By July 1, 2026, Respondent shall provide verification of compliance to CRD by providing a copy of the Notice to Employees sent, including the names and email addresses of recipients and the date of transmission, and confirmation the Notice was posted.

(n) All notices regarding compliance and review outlined in this Agreement shall be sent to the following email addresses at CRD: nassim.moallem@calcivilrights.ca.gov and christa.conry@calcivilrights.ca.gov

7. Except as provided for in Paragraph 16, the Parties shall each bear their own costs and attorneys' fees incurred in connection with or in relation to the CRD Matter and/or this Agreement.

Acknowledgements

8. 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.
9. 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 a public record.
10. The Parties acknowledge that this Agreement represents the sole and entire Agreement between the parties and supersedes all prior agreements, negotiations, and discussions among them and/or their respective counsel with respect to the above-referenced CRD Matter. In signing this Agreement, the Parties agree that they have not relied on any other promises, inducement, or representations, other than as expressly set forth herein. The Parties further agree and understand that this Agreement may only be modified in a writing signed by all Parties.
11. The Parties acknowledge that the CRD does not waive its right to process any other complaints against Respondent by any other person. The CRD's participation in this Agreement is limited to the particular factual allegations of the underlying CRD Matter. CRD does not, nor is it able to, waive the rights of any other person who may want to file a complaint of discrimination against Respondent. Nor is CRD waiving its right to initiate

a Director's Complaint based on allegations that are unrelated to any claims released pursuant to Paragraph 3 above.

12. Nothing in this Agreement shall be construed as an admission by Respondent of any misconduct, nor shall compliance with this Agreement constitute or be construed as an admission by Respondent of any misconduct or its agreement with any findings by the CRD to date. This paragraph shall not, however, diminish or otherwise affect Respondent's obligations, responsibilities, and duties under this Agreement.
13. In signing this Agreement, the Parties acknowledge that neither CRD nor any of its agents or employees has served as an attorney or a tax advisor to any party. The Parties further acknowledge that each party has the right to seek tax advice or advice related to how this settlement will affect any public benefits, and to review this Agreement with an attorney or tax consultant, prior to signing.
14. If any provision of this Agreement is held to be invalid and/or unenforceable, the Agreement shall be considered as if the invalid and/or unenforceable portion did not exist, with all remaining portions considered valid and enforceable.
15. This Agreement shall be construed and enforced pursuant to the laws of the State of California.
16. Should any party fail to comply with its obligations under this Agreement, in whole or in part, in any action or proceeding brought to enforce the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney fees and costs. In addition, 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, pursue all available remedies to the full extent of the CRD's legal authority.
17. The Parties acknowledge that: (a) they have read and fully understand all the provisions of this Agreement; (b) they are voluntarily entering into this Agreement, without coercion; (c) they have entered into this Agreement based on their own judgment; and (d) they have not relied upon any representations or promises made by the other parties other than those contained herein.
18. The Parties represent and acknowledge that they have had an opportunity to be represented by legal counsel of their own choice throughout all of the negotiations which preceded this Agreement in connection with the negotiation, preparation, and execution of this Agreement.
19. The terms of this Agreement are contractual in nature and are not merely recitals.

20. This Agreement may be executed in counterparts and facsimile, e-mail and photocopies shall be deemed as originals for the purposes of this Agreement. To the extent any of the undersigned individuals is signing on behalf of a Party, that individual hereby certifies that he or she has full authority to enter into this agreement for the Party on whose behalf he or she has signed and agreed. This document may be executed in duplicate originals, each of which shall be equally admissible in evidence.

21. Nothing in this Agreement, whether express or implied, is intended to or shall (a) confer any rights or remedies under or by reason of this Agreement on any persons other than the Parties hereto and their respective successors and assigns; (b) relieve or discharge the obligation or liability of any third person to any Party hereto, or (c) give any third person any right of subrogation or action against any Party to this Agreement.

It is so agreed.

[REDACTED]
Complainant

Signature: **[REDACTED]** Apr 7, 2026 12:04:03 PDT

Dated: **04/07/2026**

Powerhouse Science Center dba Museum of Science and Curiosity
Respondent by Daniela Calvitti
INTERIM EXECUTIVE DIRECTOR

Signature: *Daniela Calvitti*

Dated: **04/07/2026**

Civil Rights Department by
Mamta Ahluwalia, Senior Associate Chief Counsel

Signature: *Mamta Ahluwalia*

Dated: **04/07/2026**

EXHIBIT A

[MOSAC Letterhead]

[Date]

TO WHOM IT MAY CONCERN:

We are pleased to provide the following reference on behalf of our former employee, [REDACTED].

[REDACTED] was employed by Powerhouse Science Center dba Museum of Science and Curiosity ("MOSAC") from [REDACTED]. During [REDACTED] tenure with MOSAC, [REDACTED] was first employed as a full-time [REDACTED] at the museum, from [REDACTED]. [REDACTED] was then promoted to [REDACTED] effective [REDACTED]. [REDACTED] remained in good standing throughout [REDACTED] tenure and upon [REDACTED] departure.

We hope that this information about [REDACTED] is helpful to you in considering [REDACTED] for employment and/or any educational opportunities.

Sincerely,

[Name]

[Title]

EXHIBIT B

**NOTICE TO EMPLOYEES
THE CIVIL RIGHTS DEPARTMENT
AGENCY OF THE STATE OF CALIFORNIA**

The Civil Rights Department has found that the Museum of Science and Curiosity (MOSAC) discriminated, harassed, and retaliated against an employee and violated the Fair Employment and Housing Act sections found on the next page. As part of an agreement to resolve the agency's investigation and findings, MOSAC will post and abide by this notice.

In addition, MOSAC shall:

1. Rescind the Statement on Respectful Work Environment policy and notify all employees that the policy has been rescinded and will not be enforced.
2. Refrain from implementing any workplace policy, mandate, rule, or guideline which specifically seeks to interfere with or prohibit employees from wearing garments, accessories, tattoos, and/or hairstyles related to their race, national origin, ancestry, and/or culture, such as a keffiyeh, unless there is a reasonable relationship to job duties and requirements.
3. Attend training on employment discrimination, harassment, and retaliation related topics.
4. Update, revise, and/or create robust equal employment opportunity policies that establish anti-discrimination, anti-harassment, and anti-retaliation policies for the workplace.
5. Affirm in writing employees' right to wear garments, accessories, tattoos, and/or hairstyles related to their race, national origin, ancestry, and/or culture, so long as they do not interfere with job duties.
6. Distribute to all executives, employees, and board members a fact sheet regarding prohibited retaliation in the workplace.

SIGNATURE: _____ Date: _____
for MOSAC – Museum of Science and
Curiosity

State of California
Civil Rights Department

Below are brief summaries of the statutory provisions at issue. The most up-to-date language and the complete statute can be found at leginfo.legislature.ca.gov.

LAWS THAT PROHIBIT DISCRIMINATION, HARASSMENT, RETALIATION

The California Fair Employment and Housing Act (FEHA), Government Code section 12940, prohibits discrimination in employment based on race, national origin, and ancestry, among other characteristics. Discrimination includes refusal to hire or employ a person or to refuse to select a person for a training program leading to employment, or to bar or to discharge a person from employment or from a training program leading to employment, or to discriminate against a person in compensation or in terms, conditions, or privileges of employment.

FEHA, Government Code section 12940(j)(1), prohibits harassment on the basis of race, national origin, or ancestry, among other characteristics. The law prohibits harassment of employees, applicants, unpaid interns, volunteers, and independent contractors by any person. The law prohibits harassment based on a single protected characteristic or a combination of two or more protected characteristics. All employers must additionally take reasonable steps to prevent all forms of harassment.

FEHA, Government Code section 12940(h) makes it unlawful for any employer, labor organization, employment agency, or person to discharge, expel, or otherwise discriminate against any person because the person has opposed any practices forbidden under FEHA or because the person has filed a complaint, testified, or assisted in any proceeding under FEHA.