

**Before the Commissioner of the
Bureau of Labor and Industries of the
State of Oregon**

In the Matter of the Alleged Unlawful)	
Employment Practice based upon)	Conciliation
Race, Color and National Origin)	Agreement
)	
Brad Avakian)	
Complainant)	Case Number
v.)	EEEMRC140925-11355
Daimler Trucks North America LLC)	
Respondent)	

In accordance with the provisions of Chapter 659A, Oregon Revised Statutes and Oregon Administrative Rules 839-003-0000, et seq.; the Oregon Bureau of Labor and Industries, Civil Rights Division, Brad Avakian and Daimler Trucks North America LLC agree to enter into this Conciliation Agreement in full settlement of the complaint filed with the Oregon Bureau of Labor and Industries, Civil Rights Division, dated September 25, 2014, case number EEEMRC140925-11355 wherein Brad Avakian appears as the Complainant and Daimler Trucks North America LLC appears as the Respondent. It is understood and agreed that this agreement is not construed as an admission of liability on the part of Respondent. It is hereby agreed:

I.

1. Respondent agrees to pay Complainant ONE HUNDRED NINETY THOUSAND and 0/100 DOLLARS (\$190,000.00) via check delivered to BOLI and payable to "Bureau of Labor and Industries" within ten (10) days after receiving a copy of this agreement signed by Complainant. This sum shall be set aside in a fund for allocation to currently unidentified persons who may come forward and present substantial evidence of harm arising from conduct similar to that alleged in the Commissioner's complaint, as follows:
 - a) The determination of appropriate allocations from this fund shall be subject to the Commissioner's discretion.

- b) Any payouts from the fund will be contingent on the payee's agreement to the following terms:
- i) Payee understands and agrees that to the extent any tax liability may become due because of the consideration provided pursuant to this Agreement, such liability shall be Payee's sole responsibility. On behalf of Payee, Payee's heirs, executors, administrators, successors and assigns, Payee agrees to pay any taxes, penalties or interest that may be determined to be due and payable as a result of the consideration set forth in this agreement and Payee agrees to indemnify and hold Respondent harmless for any such taxes, penalties or interest.
 - ii) Payee will release Respondent from all liability arising from the conduct giving rise to Payee's claim.
- c) The fund will remain open for one year from the date of this agreement. At that time, any unused funds will revert back to Respondent to be used for the trainings and other employee supportive services as contemplated by this agreement and approved by BOLI.
2. Respondent agrees to fully execute and comply with the conciliation agreements for individual complainants, attached as exhibits hereto as follows:
- Exhibit A (Harold Lathan, case number EEEMRC140127-10146);
 - Exhibit B (Terence Edwards, case number EEEMRC140505-10620);
 - Exhibit C (Kerry Barker, case number EEEMRC141003-11421);
 - Exhibit D (Rondale Burley, case number EEEMRC141003-11422);
 - Exhibit E (Leneld Hammond, case number STEMRC141119-11676);
 - Exhibit F (Sean Tomkin, case number EEEMSO141202-11723).
3. Respondent agrees to pay attorney Mark Morrell TWO HUNDRED THOUSAND and 0/100 DOLLARS (\$200,000.00) for legal fees incurred in his representation of complainants in the cases listed in (2) above. Respondent shall deliver the check to BOLI and payable to "Mark Morrell" within ten (10) days after receiving a copy of this agreement signed by Complainant.

The following references to Respondent employees and supervisors are limited to persons working in the State of Oregon. Except where otherwise noted, all terms below shall be applicable for a period of three (3) years from the date this agreement is fully executed.

4. Respondent agrees to obtain the services of a third-party Employee Complaint Hotline provider and make those services available to all employees within sixty (60) days from the date this agreement is fully executed, subject to the following:
 - a) Respondent's choice of service provider must be approved by BOLI (subject to annual review, BOLI may require changing from one service provider to another);
 - b) Service shall prominently offer anonymous reporting options to employees;
 - c) Respondent shall provide quarterly reports to BOLI itemizing the calls received, the issue(s) raised in each call, and the steps taken by Respondent to address the issue(s);
 - d) Respondent agrees to cooperate with any BOLI attempt to obtain additional information directly from the service provider;
 - e) Respondent shall provide written notice to all employees on at least a quarterly basis, containing service provider contact information and BOLI-approved description of services.
5. Respondent agrees that all supervisors shall each maintain individual log books exclusively for documentation of any and all incidents and reports related to any potentially harassing conduct. For each incident or report, the logs shall contain at least the following information:
 - a) Date of incident or report;
 - b) Individuals involved;
 - c) Protected class(es) or activity potentially at issue;
 - d) Details of incident and/or report;
 - e) Action taken / Disposition

Supervisors shall make their logs available for inspection by Respondent at any time, and supervisors shall submit their logs to Respondent for preservation on a quarterly basis.

Respondent shall compare all supervisor logs with reports made to Employee Complaint Hotline; if a hotline report pertaining to potential harassment is not reflected in a supervisor log, Respondent shall notify BOLI of this fact.

Respondent shall make supervisor logs available to BOLI upon request at any time.

6. Respondent agrees to require all supervisors to participate in anti-harassment trainings on a quarterly basis. The training content and provider must be approved by BOLI. The trainings shall be conducted as follows:
 - a) Trainings shall be conducted for groups no larger than ten (10) persons per session.
 - b) Each training session shall be scheduled to allow for at least two (2) hours per session.
 - c) At the beginning of each training session, each attendee shall complete a pre-test consisting of content approved by BOLI. At the conclusion of each training session, each attendee shall complete a post-test consisting of content approved by BOLI. The pre-test and post-test shall identify the attendee, and a copy shall be preserved. Respondent shall make the completed pre-tests and post-tests available to BOLI upon request at any time.
7. Respondent agrees to designate two (2) or more management persons whose primary duty shall be responsibility for ensuring immediate and appropriate corrective action is taken when potentially discriminatory harassment occurs or is reported.

On a quarterly basis, Respondent shall require these managers to receive training on conducting internal investigations pertaining to harassment in the workplace. The training content and provider must be approved by BOLI.

Respondent shall schedule one-on-one meetings between supervisors and these managers on a quarterly basis, for the sole purpose of reviewing the supervisor's observations and actions regarding conduct or activity that may raise concerns about potentially discriminatory harassment.

8. In addition to the measures set forth above, Respondent agrees to consult and work with BOLI on implementing other non-electronic means and methods to insure that the Respondent is appropriately monitoring employee interactions within its Production facility and is responding accordingly to any and all potentially harassing and/or discriminatory conduct. Based upon the means and methods developed and agreed upon between Respondent and BOLI, Respondent agrees to preserve any monitoring information collected via those means and methods corresponding to the relevant time and location for at least two (2) years from the date of the reported occurrence and shall make such monitoring information available to BOLI upon request an any time.

II.

By approval of this agreement and upon compliance with the terms of this agreement, Complainant declares and represents full understanding of the terms of this Conciliation Agreement and voluntarily accepts the aforesaid terms for the purpose of making a full compromise and settlement of the complaint named above.

III.

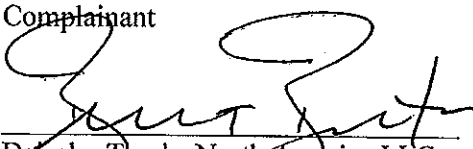
The Oregon Bureau of Labor and Industries, Civil Rights Division, declares and represents that it will accept this settlement for the purpose of making a full compromise, adjustment, and settlement of any and all claims of, or in any way arising out of, the filing of the above-named complaint. The Division may, however, investigate any alleged breach of this agreement.

By:

Brad Avakian
Complainant

Date: _____

By:

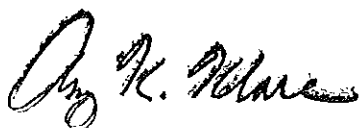


Daimler Trucks North America LLC
Respondent

Date: 1/27/15

APPROVED:

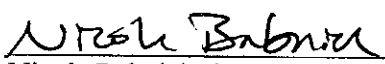
By:



Amy K Klare, Administrator
Civil Rights Division

Date: 1/28/15

By:

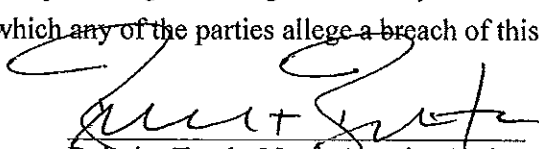


Nicole Babnick, Senior Investigator
Civil Rights Division

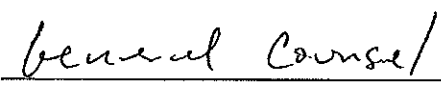
Date: 1/28/15

Negotiated Settlement Agreement

1. In exchange for the promises made by Respondent, Daimler Trucks North America, LLC, contained in the attached agreement obtained by the Oregon Bureau of Labor and Industries pursuant to its charge number 38D-2014-00840C, Complainant, Brad Avakian, agrees not to institute a law suit under Title VII of the Civil Rights Act of 1964, as amended, and/or the Americans with Disabilities Act (ADA), and/or the Age Discrimination in Employment Act (ADEA), based on EEOC charge number 38D-2014-00840C.
2. Furthermore, Complainant, Brad Avakian, agrees submission of this document to EEOC along with the attached agreement will constitute a request for closure of EEOC charge number 38D-2014-00840C based on this settlement agreement.
3. It is understood this agreement does not constitute an admission by Respondent of any violation of Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act (ADA), or the Age Discrimination in Employment Act (ADEA).
4. The parties agree this agreement may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this agreement.


Daimler Trucks North America LLC
Respondent

Date: 1/27/15


Title of Representative

Brad Avakian
Complainant

Date: _____