

[REDACTED]

SETTLEMENT AGREEMENT

In the Matter of the Complaint of [REDACTED] v. North Star Gas Ltd, Co.

CRD Case No. 202207-17709627

This settlement agreement ("Agreement") is a three-way agreement made and entered into by and between the California Civil Rights Department ("CRD" or the "Department"), Complainant [REDACTED] ("Complainant"), and Respondent North Star Gas Ltd, Co. ("Respondent") (collectively, the "Parties"). In exchange for the promises and representations set forth herein, the Parties agree to settle the CRD administrative complaint filed on October 12, 2022, *In the Matter of the Complaint of [REDACTED] v. North Star Gas Ltd, Co.*, CRD Case No. 202207-17709627 ("CRD Matter"), as follows:

1. This Agreement is voluntarily entered into by the Parties.
 2. This Agreement shall be effective as of February 29, 2024 ("Effective Date") and shall remain in full force and effect.
 3. In exchange for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Complainant knowingly and voluntarily agrees to release and forever discharge, up to the Effective Date of this Agreement, Respondent, including any and all parent corporations; its current, past, and future predecessors, successors, related entities, subsidiaries, and affiliates, including but not limited to Sonet Transportation and Logistics, Inc., Transportes D'Amiano, S.A. de C.V., and Translogistica Sonet, S.A. de C.V.; their directors, officers, shareholders, attorneys, insurers, employees, and agents, including but not limited to [REDACTED] both individually and in their business capacities; and their employee benefit plans and programs and the trustees, administrators, fiduciaries, and insurers of such plans and programs (collectively, the "Released Parties"), from any and all rights, claims, demands, liabilities, actions, causes of action (whether in law or in equity, or whether contractual, common law, statutory, federal, state, local, or otherwise), suits, grievances, damages, losses, attorneys' fees, costs and expenses, of whatever nature whatsoever, known or unknown, fixed or contingent, suspected or unsuspected, that Complainant now has, or may ever have that arise out of, or in any way relate to, any federal, state, local, or other alleged claims of harassment, discrimination, and retaliation related to Complainant's employment with Respondent and/or the allegations in the CRD Matter, failure to prevent harassment, discrimination, and retaliation related to Complainant's employment with Respondent and/or the allegations in the CRD Matter, and all claims arising out of the facts related to Complainant's employment with Respondent and/or alleged in the CRD Matter that in any way relate to purported harassment, discrimination, and retaliation.
 4. In consideration of Respondent's promises in this Agreement, CRD agrees not to institute any action 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
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[REDACTED]

agents, employees, or representatives, as alleged or investigated in the CRD Matter. CRD agrees to cease the investigation of the CRD Matter by the Effective Date.

5. The Parties agree that this Agreement may be used as evidence in a subsequent proceeding in which any of the Parties allege a breach of this Agreement. The Parties also understand and agree that CRD does not waive its rights to investigate, conciliate, mediate, prosecute, or litigate any other complaint pursuant to Government Code Section 12965 against Respondent other than the above-referenced CRD Matter.

Monetary Terms

6. In exchange for the promises contained in this Agreement, the Parties agree to the following monetary terms.

- A. Respondent will pay a total of \$37,500.00 ("Payment") as full and complete compensation and satisfaction of any present and future claims related to or arising from the CRD Matter including reasonable attorney's fees and costs. This payment represents settlement of damages to Complainant.

- B. All settlement payment shall be distributed as follows:

- (1) Within thirty (30) business days of the receipt by Respondent's counsel of this Agreement signed by the Parties, and a completed and signed Form W-9 from Complainant, Respondent shall send one check to the following address: \$37,500.00 made payable to [REDACTED] and made and delivered to the California Civil Rights Department, 2218 Kausen Drive, Suite 100, Elk Grove, California 95758; Attention: Chanelle Han, Senior Staff Counsel and Kenjamin Ho, Legal Manager. Said payment to Complainant will be reported on IRS Section 1099 Form pursuant to Complainant's signed and dated IRS Form W-9 to Respondent's counsel.

Affirmative Relief

7. In addition to the above monetary terms, the Parties agree that Respondent will abide by the following terms:

- A. Respondent shall designate a person to receive, process, and investigate complaints of discrimination, harassment, and/or retaliation reported to Respondent. This person must receive training on investigating complaints. Within sixty (60) days of the Effective Date of this Agreement, Respondent shall notify CRD the name and contact information of whom Respondent designated and certify that the designee received training and provide details regarding the training, specifically the name of the course, date the course was

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taken, duration of the course, name of the instructor, name of the recipient of the training, and a summary of the contents of the course.

- B. Within sixty (60) days of the Effective Date of this Agreement, Respondent will develop or update its policy addressing the prevention, reporting, and disposition of claims of discrimination, harassment, and/or retaliation and submit the policy to CRD for review and comment. The policy will include notice that complaints of discrimination, harassment, and/or retaliation may be reported to CRD and/or the Equal Employment Opportunity Commission and provide contact information for those agencies. Additionally, the policy must clearly state the name and contact information of the person designated to receive, process, and investigate complaints.
- C. Respondent shall ensure that all employees receive copies of the new/updated policy within 30 days of its implementation.
- D. For a period of two (2) years upon the Effective Date of this Agreement ("Compliance Period"), Respondent shall notify CRD of any complaint of discrimination, harassment, and/or retaliation reported to Respondent.
- E. Respondent shall notify CRD that it has complied with training requirements set forth in Government Code section 12950.1 on an annual basis during the Compliance Period.
- F. Respondent shall retain all records relating to or regarding all complaints of discrimination, harassment, and/or retaliation reported to Respondent for the duration of the Compliance Period.
- G. All notices required under paragraph 7 shall be sent to the California Civil Rights Department, 2218 Kausen Drive, Suite 100, Elk Grove, CA 95758; Attention: Chanelle Han, Senior Staff Counsel; Jenny Chhea, Staff Counsel; and Kenjamin Ho, Legal Manager. Alternatively, notices may be sent electronically to [REDACTED] and [REDACTED]

Acknowledgments

- 8. 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 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.
- [REDACTED]

- [REDACTED]
9. The Parties acknowledge that CRD is not a party to the foregoing release provision in Paragraph 3 and is not bound by the terms of that release. CRD does not waive its right to process any other complaints against the Released Parties by any other person. CRD's participation in this Agreement is limited to the particular factual allegations of the underlying CRD Matter. In other words, CRD does not, nor is it able to, waive the rights of any other person who may want to file a complaint against Respondent. Any agreement or covenant beyond the circumstances of the CRD Matter, whether expressed or implied, is an agreement between Complainant and Respondent to which the Department is not a party.
 10. This Agreement shall not be treated as an admission of liability by Respondent at any time. Respondent expressly denies that it subjected Complainant to age discrimination, harassment, and retaliation, denies all allegations of wrongdoing, liability, damages, and entitlement to other relief whether arising under FEHA or analogous federal or local laws, and denies that any of Respondent's policies and procedures are inadequate. However, the Parties recognize that, through this Agreement, the Parties can avoid the expense, distraction, and possible litigation associated with such a dispute, and thus the Parties wish to resolve all issues through this Agreement.
 11. The Parties understand and agree that upon the Effective Date, this Agreement is not confidential and that its terms and conditions may be publicly disclosed. CRD, as a public agency, has a responsibility to retain the right to publicize the contents of this Agreement through various means, including but not limited to, issuing press releases, reporting outcomes to the California Legislature and Governor's Office, and other forms of outreach.
 12. 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, and to review this Agreement with a tax attorney prior to signing.

Complainant acknowledges that a copy of the Agreement was made available to him. By signing this Agreement, Complainant acknowledges that he has been provided the opportunity to review this Agreement with an attorney of his choosing, and that he understands that he is solely responsible for paying any applicable federal, state, and local taxes he owes as a result of receiving Payment under this Agreement. Complainant acknowledges that he understands the contents of this Agreement and executes it knowingly and voluntarily.

13. Complainant knowingly and voluntarily waives all rights under the Age Discrimination in Employment Act of 1967 (ADEA) which pertain to allegations of age discrimination as specified in his Complaint. Federal law provides that the Complainant may have 21 days from receipt of the agreement to review and consider this agreement before signing it. Complainant further understands that he may use as much of this 21-day period as he wishes prior to signing and delivering this agreement. Federal law further provides that Complainant may revoke this agreement within seven (7) days of signing and delivering it to Respondent and CRD. Federal
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law also requires that Complainant be advised to consult with an attorney before signing this agreement.

14. If any provision of this Agreement is held to be invalid and/or unenforceable, this Agreement shall be considered as if the invalid and/or unenforceable provision did not exist, with all remaining portions considered valid, binding, 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, or bring an action seeking to enforce rights released by this Agreement, the prevailing Party in such litigation shall be entitled to reasonable attorneys' fees and costs.
17. By their respective signatures, the Parties acknowledge that: (a) they have carefully read and fully understand all the provisions of this Agreement; (b) they are voluntarily entering into this Agreement with full knowledge of the rights they may be waiving; (c) they have entered into this Agreement based on their own judgment; and (d) they have not relied upon any representations or promises not contained in this Agreement.
18. The terms of this Agreement are contractual and enforceable and are not mere recitals.
19. Each person signing this Agreement warrants that they have the authority to bind the Party on whose behalf the person has signed. In signing this Agreement, the Parties agree, understand, and intend that it shall be binding and enforceable as permitted under the law.
20. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, whether by fax, electronic, and/or email signatures, all of which shall be acceptable signatures for purposes of binding the Parties to the terms of this Agreement. All counterparts shall together constitute one and the same Agreement.
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 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.

CALIFORNIA CIVIL RIGHTS DEPARTMENT

Chanelle Han

Chanelle Han, Attorney for CRD

02/05/2024

Date

[Redacted]

COMPLAINANT

[Redacted]

[Redacted]

02-03-2024
Date

RESPONDENT

DocuSigned by:
[Redacted]

F8724A034E1E40D
North Star Gas Ltd, Co.

1/26/2024
Date

[Redacted]
DocuSigned by:
Sarah Britz Evans

00A14AAB97544EF
Sarah Evans, Attorney for Respondent

1/26/2024
Date

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