



Civil Rights Department

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

SETTLEMENT AGREEMENT – Employment

CRD Case Number: [REDACTED]

EEOC Case Number: [REDACTED]

Complainant(s): [REDACTED]
Respondent(s): CRST Expedited, Inc.

In exchange for the promises and representations set forth herein, [REDACTED] (“Complainant”) and CRST Expedited, Inc. (“Respondent”) (collectively the “parties”), agree to resolve the above-listed complaint filed with the Civil Rights Department (“CRD Complaint”)¹ 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 (“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.
4. In exchange for Complainant’s promises in this Agreement, Respondent agrees:
 - a. To pay a total settlement sum of \$100,000.00 to Complainant as full and complete compensation and satisfaction of Complainant’s present claim for damages related to the above-referenced administrative complaint. Respondent will tender a check for this amount made payable to Complainant, via mail addressed to [REDACTED]. Respondent will issue this payment within ten days of the Effective Date.
 - b. To review its policies, practices, and/or procedures to ensure that they comply with the Fair Chance Act provisions of Fair Employment and Housing Act and implementing regulations. (Gov. Code, § 12952; Cal. Code Regs., tit. 2,

¹ For purposes of this Agreement the term “CRD Complaint” includes Complainant’s dual-filed complaint with the U.S. Equal Employment Opportunity Commission (“EEOC”).

§ 11017.1.) As part of this review, CRST will ensure that its modified policies, practices and/or procedures clearly state:

- i. That the withdrawal of a conditional offer shall not be based on consideration of conviction history older than seven years, and that the seven-year period is calculated in accordance with the provisions of Civil Code section 1786.18, subdivision (a)(7).
 - ii. That if Respondent makes a final decision after receipt of an applicant's response to a preliminary adverse action notice to deny an applicant employment solely or in part because of an applicant's conviction history, Respondent shall notify the applicant in writing of: (1) the final denial or disqualification; (2) any existing procedure Respondent has for the applicant to challenge the decision or request reconsideration; and (3) the applicant's right to file a complaint with the Civil Rights Department ("CRD" or "Department") regarding the final decision.
- c. To notify CRD of any modifications Respondent makes to its policies, practices, and/or procedures as a result of its compliance with Paragraph 4(b). Respondent will complete this review and communicate any modifications to CRD within forty-five days of the Effective Date. Respondent will inform Complainant of compliance by letter sent to the address provided in Paragraph 4(a). Respondent will inform CRD of compliance via e-mail addressed to GeneralCounsel@calcivilrights.ca.gov.
 - d. To provide its personnel involved in the hiring or decision-making process at least two hours of training on the Fair Chance Act by June 1, 2025 and on a yearly basis. Respondent will provide CRD with a copy of the training materials for review. For a period of two years from the Effective Date of the Agreement, Respondent shall provide verification to CRD that its training obligations have been satisfied. The verification shall be reported to CRD by June 1st of each subsequent year.
 - d. 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 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 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 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 confidential to the extent allowed by law. Complainant's identity may not be disclosed to a 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 CRD needs to reopen the case.

8. Notwithstanding Paragraph 7, the parties will maintain the confidentiality of the settlement process leading up to the execution of this Agreement.

9. In signing this Agreement, each party acknowledges that:
 - a. They have carefully read and fully understand the provisions of this Agreement;
 - b. 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 is the sole and entire Agreement between the parties and 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 is not a signatory to and has not approved any separate agreement or covenant between the parties. Should any term contained in a separate agreement between the parties conflict with any term in this Agreement, this Agreement controls, and any terms in a separate agreement between the parties that conflict with this Agreement are void and unenforceable.

11. This Agreement may only be modified in a subsequent written agreement signed by the parties and 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.

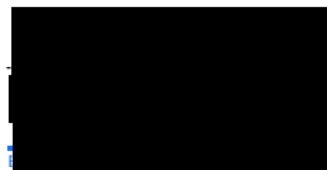
14. The parties agree and understand that CRD has the authority to investigate compliance with this Agreement; to enforce the Agreement in court; or, in the event of breach of this Agreement by any of the parties, to reopen the CRD Complaint, continue its investigation, and pursue the CRD Complaint to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

15. Respondent acknowledges their 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 or Title VII of the federal Civil Rights Act of 1964.

16. This Agreement shall be interpreted under the laws of the State of California.

17. 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: Mar 24, 2025

A large black rectangular redaction box covers the signature area of the complainant.

Complainant's Signature



Dated: Mar 27, 2025

Michalle Thompson-DaCosta Associate Counsel

Respondent Name & Job Title (Print)



Respondent's Signature

In reliance on the promises made by the parties in the foregoing Agreement, 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. CRD does not waive or limit its right to investigate or seek relief in any other charge against Respondent.

Dated: 3/27/2025

Jamie Gillette, Deputy Director for Enforcement
Department Representative



Department Representative's Signature