



Civil Rights Department

651 Bannan Street, Suite 200 | Sacramento | CA | 95811
1-800-884-1684 (voice) | 1-800-700-2320 (TTY) | California's Relay Service at 711
calcivilrights.ca.gov | contact.center@calcivilrights.ca.gov

SETTLEMENT AGREEMENT — Employment

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

In exchange for the promises and representations set forth herein, [REDACTED] ("Complainant") and Garuda Labs, Inc. d/b/a Instawork ("Instawork"), Sodexo, Inc. ("Sodexo"), Stanford Health Care dba Stanford Hospital ("Stanford") (collectively "Respondents" and, with Complainant, the "parties"), agree to resolve the above-listed complaints filed with the Civil Rights Department¹ (collectively referred to as the "CRD Complaints")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 *and* the Complainant's right to revoke the waiver of claims under the federal Age Discrimination in Employment Act ("ADEA"), as provided in the accompanying Addendum, has expired.
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 Complaints.
4. In exchange for Complainant's promises in this Agreement, Instawork agrees:
 - a. To pay within 30 days, a total settlement sum of [REDACTED]
[REDACTED] It is expressly agreed and acknowledged that Complainant shall be solely responsible for any and all obligations, including taxes, that may be due in connection with the receipt of the settlement sum. Further, Complainant agrees and acknowledges that Respondent, its employees, representatives, and agents shall be held harmless for same.

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 Complaints" includes Complainant's dual-filed complaint with the U.S. Equal Employment Opportunity Commission ("EEOC").

Complainant Bank Account: Details to be provided confidentially to Instawork by Complainant.

b. Affirmative Relief:

- i. Within 90 days of the effective date of this Agreement, Instawork will share with the CRD its process for conducting an individualized assessment of an applicant's criminal history with relation to the specific duties of the shift in connection with each shift they are booking. CRD will review the submission and provide its proposed changes (if any) no later than 30 days thereafter;
- ii. Instawork will immediately stop performing enhanced background checks for shifts that only require a standard background check based on the specific duties of the shift;
- iii. Within 30 days of the effective date of this Agreement, Instawork will update its pre-adverse action notice to state that Instawork will consider evidence of mitigating circumstances or rehabilitation and clarify that applicants can direct both (A) that evidence and (B) any evidence challenging the accuracy of the conviction history report to Instawork;
- iv. After 12 months of the effective date of this Agreement, Instawork will provide CRD with a report that contains the following information about any preliminary and/or final adverse action notices it has issued in the prior 12 months in California:
 1. Number of California background checks;
 2. Number of California pre-adverse action notices; and
 3. Number of California final adverse action notices.
- v. Within 60 calendar days of the effective date of the settlement agreement, Instawork will incorporate for any employees who review background checks as part of their job duties a review of: (1) the CRD's Fair Chance FAQs; (2) "Know Your Rights"; (3) "Available Remedies"; and (4) "Video – Fair Chance to Access Employment (YouTube)", all of which are posted on the CRD's website, for at least 12 months following the Effective Date of this Agreement.

Instawork will provide at least one hour of training to all employees who review background checks as part of their job duties on how to comply with the Fair Chance Act.

For a period of at least 12 months following the Effective Date of this Agreement, any new employees who review background checks as part of their job duties will receive the training materials described above.

- vi. All materials required to be provided to CRD in this section will be addressed to CRD Staff Attorney Miriam E. Rofael at Miriam.Rofael@calcivilrights.ca.gov with a copy cc'ed to GeneralCounsel@CalCivilRights.ca.gov.
 - c. Within 90 days of the date when this Agreement takes effect, to inform CRD that Instawork has satisfied the promises set forth in this Paragraph 4. Instawork will inform the CRD of compliance via e-mail addressed to DRDCompliance@CalCivilRights.ca.gov.
 - 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 Title VII of the federal Civil Rights Act of 1964 that are based on or related to the allegations in the CRD Complaints 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 Complaints.
 - b. To release and forego from bringing against Respondents or any of Respondents' 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 Title VII of the federal Civil Rights Act of 1964 that are based on or related to the allegations in the CRD Complaints 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 any party as specified in California Code of Civil Procedure section 1001.
7. The existence, terms, and conditions of this Agreement, the accompanying Addendum, and underlying factual information related to the CRD Complaints are not confidential, and the Agreement and Addendum constitute a public document. However, the parties agree to keep Complainant's identity, bank information, and the amount of the monetary payment confidential to the extent allowed by law. Complainant's identity, bank information, and the amount of the monetary payment 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 the CRD needs to reopen the case.

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 and the accompanying Addendum, 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, 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, including the Addendum, is the sole and entire Agreement between the parties and the CRD regarding the CRD Complaints and supersedes all prior agreements, negotiations, and discussions between them relating to the CRD Complaints. 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 separate agreement. The CRD is not a signatory to and has not approved any separate agreement or covenant between the parties. Should any term contained in the parties' separate agreement conflict with any term in this Agreement, this Agreement controls, and any conflicting terms in the parties' separate agreement are void and unenforceable.

11. This Agreement may only be modified in a subsequent written agreement signed by the parties and the 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 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 Complaints, continue its investigation, and pursue the CRD Complaints to the full extent of the CRD's legal authority.

15. Respondents acknowledge 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, the Equal Pay Act, or Title VII of the federal Civil Rights Act of 1964.

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

17. This Agreement and the Addendum 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 04/21/2025

Dated: 4/17/2025

Dated: 4/18/2025

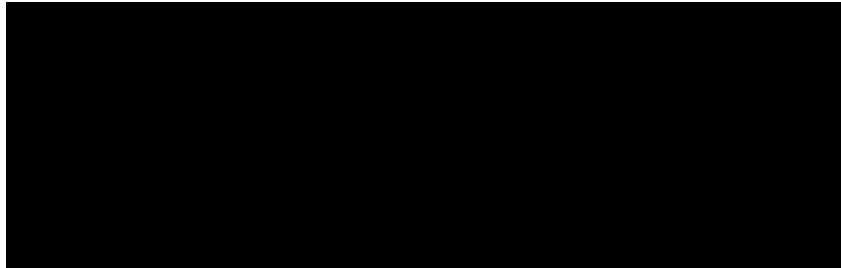
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4/20/2025
Dated: _____



In reliance on the promises made by the parties in the foregoing Agreement, the CRD will terminate its investigation of and close CRD Case [REDACTED] and EEOC Case [REDACTED], CRD Case CRD Case Number: [REDACTED] (Sodexo), CRD Case Number: [REDACTED] (Stanford Health Care), subject to the Department's authority to reopen the Complaints 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.

4/21/2025
Dated: _____



ADDENDUM: WAIVER OF CLAIMS UNDER THE
FEDERAL AGE DISCRIMINATION IN EMPLOYMENT ACT ("ADEA")

A. By signing this Addendum: Waiver of Claims Under the Federal Age Discrimination in Employment Act ("ADEA Waiver"), Complainant further agrees, in exchange for the consideration of \$2,250.00 allocated to the release of claims under the ADEA as stated in Paragraph 4 of the foregoing Agreement, to release and forego from bringing against Respondents or any of Respondents' officers, agents, or employees, in state or federal court, any potential claims under the ADEA arising through the date when this Agreement takes effect.

B. As required by the Older Workers Benefit Protection ACT ("OWBPA"), the parties acknowledge that:

- i. Complainant is advised to consult with an attorney regarding a decision to release claims under the ADEA as provided in this ADEA Waiver.
- ii. Complainant may take up to 21 days to decide whether to sign this ADEA Waiver. Complainant may waive all or part of the 21-day consideration period by deciding to sign or reject the ADEA Waiver before the 21st day.
- iii. If Complainant signs this ADEA Waiver, Complainant may revoke the ADEA Waiver within 7 days of signing it. In order to revoke the ADEA Waiver, Complainant must send notice of the revocation in writing, before the end of the 7-day period, to: Gene Ryu, counsel for Respondents, via email at: Gene.Ryu@klgates.com and to the Civil Rights Department's Dispute Resolution Division via e-mail to DRDCompliance@calcivilrights.ca.gov.
- iv. If Complainant revokes the release of ADEA claims as stated in this ADEA Waiver, Complainant understands that they will forfeit the ADEA-release consideration of \$2,250.00. The remainder of the foregoing Agreement will remain in effect.

C. This ADEA Waiver does not apply to claims that may arise in the future, after the date when this Agreement takes effect.

Dated 04/21/2025

