



Civil Rights Department

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SETTLEMENT AGREEMENT – Employment

CRD Case Number: [REDACTED]

EEOC Case Number: [REDACTED]

Complainant: [REDACTED]

Respondent: The Goodyear Tire & Rubber Company

In exchange for the promises and representations set forth herein, [REDACTED] (“Complainant”), The Goodyear Tire & Rubber Company (“Respondent”), and the California Civil Rights Department (“CRD”) (collectively the “Parties”), agree to resolve the above-listed complaint¹ filed with the CRD (“CRD Complaint”) under the following terms and conditions:

1. This Agreement will take effect once it has been signed by all Parties including an authorized CRD representative. That is the Agreement’s “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 or the CRD 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 and CRD’s promises contained in this Agreement, Respondent agrees to:

a. Monetary Terms

- i. Pay to Complainant, within 30 days of full execution of this Agreement, upon receipt of an executed IRS Form W-9 from Complainant, and as consideration for Complainant’s promises, including releases, set forth herein, the total Settlement Sum of \$7,500 via one payment/check made payable to Complainant and delivered to Complainant via overnight mail to [REDACTED]. Respondent will issue

¹ On June 13, 2022, the Director of CRD exercised discretion to treat the complaint as a group or class complaint pursuant to Govt. Code, § 12965, subd. (a)(5)(A).

an IRS Form 1099 for this payment.

- ii. Issue a payment of \$2,688.68 to the individuals identified in Attachment A of the Agreement, who within 70 days of the Effective Date choose to participate by returning a signed release form (see Attachment B) and completed IRS Form W-9 to CRD. Within 84 days of the Effective Date, CRD will provide to counsel for Respondent the executed release forms and completed IRS Form W-9s that CRD receives from the below-listed individuals. Respondent will issue the payments to participating individuals within 126 days of the Effective Date.
 - A. Complainant understands and agrees that the identities of the individuals identified in Attachment A will be redacted on the version of the Agreement he signs in order to protect their privacy interests. The Parties acknowledge and agree that Complainant's acceptance of the terms of the Agreement is not conditioned on him knowing the identities of the individuals identified in Attachment A.

b. Affirmative Relief

- i. **Training.** Respondent shall retain national nonprofit organization Jobs For the Future for a customized learning journey, which is a service offered by Jobs For the Future. The customized learning journey will include at least four workshops. Respondent will ensure any and all employees and/or officers involved in conducting individualized assessments of California job applicants' conviction history shall attend at least four fair chance workshops provided by Jobs for the Future. At least two of the workshops will be geared toward the topic of Individualized Assessments. The other two workshops must include two of the following workshop topics offered by Jobs for the Future: Understanding Risk, Language Matters, and/or Supporting Fair Chance Employees. These workshops can be attended remotely.
 - A. Upon completion of the final workshop session(s), Respondent shall provide verification to CRD as outlined in Paragraph 4(c) of this Agreement.
 - B. The verification set forth in subpart A) immediately above shall include the names and titles of Respondent's employees who received the training during the applicable year. A copy of any training materials obtained by Goodyear must be provided to CRD for review.

ii. **Preliminary Decision/Pre-Adverse Action Notice.** Respondent shall ensure its written Preliminary Decision Notice/Pre-Adverse Action Notice for California job applicants continues to:

- A. State that Respondent intends to rescind the applicant's job offer in whole or in part because of the applicant's conviction history.
- B. Specify and list the disqualifying conviction(s) that is/are the basis for the preliminary decision. Respondent shall enclose a copy of the conviction history report obtained.
- C. Clearly inform the applicant the decision is not yet final and the applicant has the right to respond before the decision becomes final. This information will include the deadline by which to respond, and the different ways an applicant can respond including:
 - a) Explaining that the applicant can challenge the accuracy of the conviction history report and provide evidence challenging the accuracy of the conviction history report, including the conviction(s) specified in the Preliminary Decision Notice.
 - b) Explaining that the applicant may provide evidence and information of rehabilitation. Respondent must include a list of examples of rehabilitation, including but not limited to, documents or information showing that the job applicant has since attended school, job training, or counseling or is involved with the community, and support letters from people such as past supervisors or probation officers.
 - c) Explaining that the applicant may provide evidence and information about mitigating circumstances related to the convictions. Respondent must include a list of examples of mitigating information, including but not limited to, facts or circumstances surrounding the offense that lessen the offense's gravity.
 - d) Explaining that the applicant may provide any additional information the applicant believes to be important for the employer to make a final decision.

iii. **Final Decision/Adverse Action Notice.** Respondent shall ensure its current written Final Decision/Adverse Action Notice for California job applicants continues to notify applicants of their right to file a complaint with CRD. In addition to notifying the applicant of their right to file a complaint with CRD, the Final Decision Notice must continue to specify the different ways the applicant can file a complaint, whether online, submitting an intake form, or visiting a CRD office. The Final Decision Notice must provide the respective website links outlined in CRD's

sample adverse action template. The Final Decision Notice shall continue to provide the online link regarding CRD's up to date complaint process and associated phone number.

- iv. **Individualized Assessment of Conviction History.** Respondent will update its individual assessment process for California job applicants. Respondent will update its policies and practices to ensure the following:
 - A. Respondent will ensure an individualized assessment will include a review not only of a job applicant's conviction history report but also application materials, including but not limited to, the applicant's resumé or curriculum vitae, work experience, job application, job interview, and job interview assessment (e.g., impressions of the applicant from the interviewers and/or hiring managers). In addition, if any applicants had already begun working at Respondent while their background check was pending, their job performance since the inception of their employment with Respondent must be considered in the individualized assessment.
 - B. Consistent with the provisions of the California Fair Chance Act ("FCA"), Respondent will limit its consideration of conviction history to whether a direct and adverse relationship exists between the specific conviction(s) and the specific job duties. Respondent will ensure the consideration of the nature and gravity of the offense or conduct shall include whether the specific conviction(s) undermine(s) the applicant's qualifications for the specific job duties.
 - C. Consistent with the provisions of the FCA, Respondent will consider all mitigating circumstances available when conducting its individualized assessment, including, but not limited to, the age of the applicant when the underlying offense occurred. The consideration of such information will be in addition to the consideration of any evidence of mitigating circumstances voluntarily provided by the applicant or evident from the application materials.
 - D. Consistent with the provisions of the FCA, Respondent will consider all evidence of rehabilitation available at the time it conducts an individualized assessment, including, but not limited to, evidence of rehabilitation evident from the application materials, such as completion of job training or schooling.
 - E. Respondent's practices and policies should make clear that the seven-year look back period is calculated in accordance with the provisions of the California Civil Code, section 1786.18, subdivision (a)(7), and does not allow the consideration of certain

types of criminal history as outlined in California Code of Regulations, title 2, section 11017.1, subdivision (b).

- F. If an applicant submits information or documents in response to Respondent's Preliminary Decision Notice, whether about the inaccuracy of the background check, information about mitigating circumstances, or information and rehabilitation, then Respondent must memorialize in writing how the additional information or documents have informed Respondent's individualized (re)assessment.
- c. Within 180 days of the Effective Date of this Agreement, to inform Nassim Moallem at CRD Legal Division, Complainant, and Complainant's Representative that Respondent has satisfied the promises set forth in this Paragraph 4(a) and 4(b)(i), by emailing ContactGCU@calcivilrights.ca.gov, Nassim.Moallem@calcivilrights.ca.gov, [REDACTED], and [REDACTED]. Respondent will inform the CRD Dispute Resolution Division of compliance via e-mail addressed to DRDCompliance@CalCivilRights.ca.gov.
 - i. All other notices regarding compliance and review outlined in this Agreement shall be sent to CRD Legal at ContactGCU@calcivilrights.ca.gov and Nassim.Moallem@calcivilrights.ca.gov.

5. In exchange for Respondent's promises in this Agreement, Complainant agrees to:
 - a. Close the CRD Complaint.
 - b. Release and forego from bringing against Respondent or any of Respondent's former or current agents, employees, or representatives, in state or federal court or before any local, state, 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 Complaint arising through the Effective Date.
6. In exchange for Complainant's and Respondent's promises in this Agreement, CRD agrees to terminate its investigation of and close CRD Case [REDACTED] and EEOC Case [REDACTED], subject to its authority to reopen the Complaint and/or bring an action to enforce this Agreement in the event of a breach by Respondent. The CRD does not waive or limit its right to investigate or seek relief in any other charge against Respondent. CRD will close the Complaint no later than one week after notification by Respondent that the final payment under Paragraph 4(a) has been distributed.

7. 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.
8. The existence, terms, and conditions of this Agreement and underlying factual information related to the CRD Complaint are not confidential, and the Agreement constitutes a public record. The Parties therefore cannot control CRD's disclosure of them or the information therein.
9. Notwithstanding Paragraph 8, the Parties and CRD 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.
10. In signing this Agreement, each Party acknowledges that:
 - a. They have read and fully understand all of 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, seek tax advice or advice concerning the impact of this Agreement on public benefits, 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;
 - e. They have the authority to bind the entity or individual on whose behalf they have signed; and
 - f. 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.
11. This Agreement is the sole and entire Agreement between the Parties and the CRD regarding the CRD Complaint and supersedes all prior agreements, negotiations, and discussions among them, including their respective counsel, relating to the CRD Complaint. In signing this Agreement, the Parties have not relied on any other promises, inducement, or representations, other than as expressly set forth in this Agreement. The Parties further agree and understand that this Agreement may only be modified in a writing signed by all Parties.

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 Complaint, continue its investigation, and pursue the CRD Complaint to the full extent of the CRD's legal authority.
15. 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.
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: 09/30/2025



Complainant's Name (Print)



Complainant's Signature

Dated: _____

Respondent Name & Job Title (Print)

Respondent's Signature

Dated: 09/25/2025

██████████, Secretary
Respondent Name & Job Title (Print)

██████████
Respondent's Signature 

Dated: _____

Respondent Name & Job Title (Print)

Respondent's Signature

Dated: 10/1/2025

Nassim Moallem, Staff Counsel, CRD Legal Division
Department Representative's Name & Job Title (Print)

██████████
Department Representative's Signature

ATTACHMENT A

List of Individuals Entitled to Payment Pursuant to Paragraph 4(a)(ii) of the Agreement

A vertical stack of 20 black horizontal bars of varying lengths, representing data values. The bars are arranged from shortest at the bottom to longest at the top. The lengths of the bars correspond to the values in the following table:

Index	Value
1	10
2	15
3	12
4	18
5	14
6	16
7	19
8	13
9	17
10	11
11	15
12	12
13	18
14	16
15	19
16	13
17	17
18	11
19	15
20	12

ATTACHMENT B
RELEASE OF CLAIMS UNDER THE FAIR CHANCE ACT

CRD Case No.

1. I, _____, agree to release all claims under the California Fair Chance Act (Government Code § 12952) that I may have against Respondent Goodyear Tire & Rubber Company as well as its insurers, attorneys, agents, employees, former employees, heirs, and executors arising through the Effective Date of the voluntary Settlement Agreement in exchange for receiving \$2,668.68.
2. The voluntary Settlement Agreement (enclosed with this Individual Release) was reached in order to resolve a pending administrative complaint and investigation by the California Civil Rights Department (“CRD”) against Respondent Goodyear Tire Company for alleged violations of the California Fair Chance Act. The Settlement Agreement identifies 53 individuals who may have been harmed by Respondent Goodyear Tire Company’s alleged violations of the California Fair Chance Act, and provides them monetary compensation in exchange for releasing all claims they may have under the California Fair Chance Act through the Effective Date of the Settlement Agreement. Respondent Goodyear denies each and all of the claims alleged in the Voluntary Settlement Agreement and the CRD administrative complaints that were the subject of CRD’s investigation.
3. This Release of Claims Under the Fair Chance Act (“Individual Release”) is a binding legal document.
4. As of the date of signing this Individual Release, I affirm I have no pending lawsuits or administrative complaints against Respondent Goodyear Tire Company under the California Fair Chance Act.
5. By signing this release, I am fully participating in the Settlement Agreement and agree to this Individual Release. I understand that I have had full opportunity to consider and understand the terms of this Individual Release and to consult with an attorney and seek legal advice, should I choose to do so. I understand that I am making the choice freely to agree to participate

1 in this Settlement Agreement and Individual Release.

2 6. I understand that so long as I provide this signed Individual Release and completed IRS Form
3 W-9 to the California Civil Rights Department by _____, then I will receive a
4 settlement check in the amount of \$2,668.68. I understand that once I receive the settlement
5 check, I must cash or deposit the settlement check within 180 days of the date of issue.

6 7. I understand that once I cash or deposit the settlement check, I am solely responsible for
7 correctly characterizing these payments on my personal income tax returns for tax purposes
8 and/or reporting to any public agency in relation to any public benefits, and for paying all
9 appropriate taxes due and penalties assessed on any and all amounts paid to me under the
10 Settlement Agreement.

11

12 Executed this _____ day of _____, 2025.

13

14 _____
Signature

15

16 _____
Print Name

17

18 _____
Mailing Address

19

20

21

22

23

24

25

26

27

28