



IT IS HEREBY ORDERED AND ADJUDGED that:

1. Based on EEOC's withdrawal of its claim on behalf of Tillie Jones, the parties' settlement of EEOC's claim on behalf of Monika Starke, and the mandate issued by the Court of Appeals on September 14, 2012, with respect to all other claims asserted by EEOC, this case is DISMISSED WITH PREJUDICE.
2. This Order is entered without prejudice to CRST's motion for an award of attorney's fees and costs, as set forth in Exhibit 1 to this Order.
3. CRST shall file its bill of costs and its motion for an award of attorney's fees and costs, along with a brief and supporting documents, twenty-eight (28) days after the entry of this Order; EEOC shall have twenty-eight (28) days thereafter to file an opposing brief and documents supporting its opposition; and CRST shall have fourteen (14) days thereafter to file a reply brief.
4. The Clerk shall enter Judgment in accordance with this Order.



LINDA R. READE  
CHIEF JUDGE, U.S. DISTRICT COURT  
NORTHERN DISTRICT OF IOWA

Dated: 2/8, 2013

SETTLEMENT AGREEMENT

This Settlement Agreement ("Agreement") is made by and between Equal Employment Opportunity Commission ("EEOC") and CRST Van Expedited, Inc. ("CRST") (together referred to as the "Parties").

WHEREAS, EEOC brought a lawsuit against CRST in the United States District Court for the Northern District of Iowa, Cedar Rapids Division, entitled *Equal Employment Opportunity Commission v. CRST Van Expedited, Inc.*, Case No. 1:07-cv-0095-LRR, in which it sought injunctive relief as well as monetary damages;

WHEREAS, the District Court dismissed all claims and entered judgment for CRST on October 1, 2009, and thereafter awarded attorney's fees and costs to CRST in a judgment entered on February 9, 2010;

WHEREAS, on EEOC's appeal of those judgments, on May 8, 2012, the United States Court of Appeals for the Eighth Circuit affirmed except for EEOC's claims on behalf of Monika Starke and Tillie Jones, which were remanded to the District Court for further proceedings, and vacated the award of attorney's fees and costs without prejudice;

WHEREAS, on remand, on October 11, 2012, EEOC withdrew its claim on behalf of Tillie Jones on the ground that it was barred by this Court's Order of August 13, 2009 [ECF Docket No. 263];

WHEREAS, the Parties now wish to settle EEOC's claim on behalf of Ms. Starke;

EXHIBIT

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NOW, THEREFORE, for the mutual consideration stated herein, the Parties agree as follows:

1. CRST shall pay \$50,000 (Fifty-Thousand Dollars) in settlement of EEOC's claim on behalf of Ms. Starke. Within thirty (30) days of execution of this Agreement, CRST shall send a check in that amount by certified mail as reasonably directed by EEOC.

2. Within five (5) business days of execution of this Agreement, the Parties shall file a joint motion, in the form attached as Exhibit A hereto, to dismiss EEOC's claim on behalf of Ms. Starke with prejudice. A copy of this Agreement shall be filed as Exhibit 1 to the joint motion to dismiss and attached as Exhibit 1 to the order of dismissal.

3. This Agreement is a compromise resolution of disputed claims and defenses. By entering into this Agreement, neither EEOC nor CRST admits the claims or defenses of the other.

4. This Agreement does not preclude CRST from pursuing attorney's fees and costs pursuant to the Order of the Eighth Circuit dated May 8, 2012.

5. Further, this Agreement does not preclude either EEOC or CRST from making any arguments relating to CRST's pursuit of attorney's fees and costs, including arguments relating to whether EEOC or CRST is the prevailing party.

6. This Agreement constitutes the entire agreement between the Parties with respect to the matters addressed herein and supersedes all prior oral and written agreements with respect to those matters.

7. This Agreement shall not be modified except by a writing signed by both Parties.

IN WITNESS THEREOF, the Parties have executed this Agreement as of the dates indicated below.

**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

By: 

Its Attorney

Dated: 2-8-13

**CRST VAN EXPEDITED, INC.**

By: 

Its President/CEO

Dated: 2/8/2013