

1 For purposes of settlement and compromise, the parties wish to resolve the instant
 2 controversy without the expense, delay, and burden of further litigation. The parties agree that
 3 (i) this Court has jurisdiction over the parties and the subject matter of this action pursuant to
 4 28 U.S.C. Sections 451, 1331, 1337, 1343, 1345, 1367 and 42 U.S.C. 2000e-5(f), (ii) the
 5 purposes of Title VII will be furthered by the implementations of this Decree, (iii) this Decree
 6 is intended to and does resolve all matters in controversy in this lawsuit among the Parties, and
 7 (iv) the terms of this Decree constitute a fair and equitable resolution of all issues in this
 8 lawsuit, (v) the rights of Defendant's, the Commission and those for whom the Commission
 9 seeks relief are protected adequately by this Decree, (vi) this Decree conforms with the Federal
 10 Rules of Civil Procedure and Title VII and is not in derogation of the rights and privileges of
 11 any person, (vii) the entry of this Decree will further the objectives of Title VII and will be in
 12 the best interests of Defendant's, the Commission and those for whom the Commission seeks
 13 relief.

14 Based upon the mutual promises, covenants and agreements between the Parties,
 15 subject to approval by the Court, it is **HEREBY AGREED BY THE PARTIES AS FOLLOWS**

16 1 The term "Defendant" shall include the named Defendant in this action and each
 17 of its employees, shareholders, officers, directors, agents, attorneys, parents, subsidiaries,
 18 divisions or affiliate organizations or corporations, whether previously or hereafter affiliated in
 19 any manner.

20 2 The term "Plaintiff" shall mean the Equal Employment Opportunity
 21 Commission.

22 3 The term "class member" shall include all identified class members for whom
 23 this action was brought, namely Tonya Yager, Nicole Hudson, and Rosemary Gonzales.

24 4 The term "Parties" refers to Plaintiff, and Defendant collectively.

25 ///

26 ///

27 ///

28 ///

1 5 This Decree is entered with the consent of the Parties for purposes of settlement
2 and resolution of all claims pending in this lawsuit, shall not constitute an adjudication on the
3 merits of this lawsuit and shall not be construed as an admission by the Defendant of any
4 violation of Title VII or any executive order, law, rule or regulation. Defendant denies and
5 disputes that it has violated any law.

6 6 The Parties agree that the United States District Court for the Central District of
7 California shall retain jurisdiction of this action for the term of this Consent Decree for the
8 purposes of entering all orders, judgments and decrees which may be necessary to implement
9 and/or enforce the relief provided herein.

10 7 Each party shall bear its own costs of suit and attorneys' fees in this matter.

11 8 In exchange for the undertakings and promises set forth herein, the EEOC
12 agrees that upon the expiration of this Consent Decree by its terms as set forth below, it shall be
13 dismissed.

14 9 Nothing in this Decree shall be construed to limit or reduce Defendant's
15 obligation to comply fully with Title VII or any other federal employment statute.

16 10 This Decree in no way prejudices the EEOC's right to bring, process, investigate
17 or litigate charges other than as set forth in EEOC Charge numbers 340A18217 and 340 2001
18 08217, that may be in existence or may later arise against Defendant ^{RT} in accordance with
19 standard EEOC procedures.

20 11 The provisions and agreements contained herein are effective immediately upon
21 the date on which this Decree is entered by the Court ("the Effective Date"). Except as
22 otherwise provided herein, the Decree shall remain in effect for three years after the Effective
23 Date.

24 12 In exchange for the promises and undertakings contained herein, the EEOC will
25 not issue a "Right to Sue Letter" for any violation arising from Yager's EEOC charge of
26 discrimination.

27 13 Within ten business days after the Effective Date, Defendant shall mail to Tonya
28 Yager's counsel, Rosemary Gonzalez and Nicole Hudson, via Certified Mail, Return Receipt

1 Requested for Rosemary Gonzalez and Nicole Hudson, checks made payable to each of them
2 in the following amounts Tonya Yager - \$9,000, Rosemary Gonzalez – \$3,000 00, Nicole
3 Hudson – \$1,000 00, at the addresses provided to Defendant by EEOC Defendant shall
4 simultaneously mail a copy of the checks to the EEOC, c/o Anna Y Park, Regional Attorney,
5 U S Equal Employment Opportunity Commission, 255 East Temple Street, Fourth Floor, Los
6 Angeles, CA 90012 At the end of the year in which the checks are issued, Defendant shall
7 issue to Ms Yager, Ms Gonzalez and Ms Hudson the appropriate IRS Form 1099

8 14 In further exchange for the promises and undertakings contained herein, subject
9 to Court approval, Defendant also agrees to the following

10 (a) Defendant, its officers, agents, management (including all supervisory
11 employees), and all those in active concert or participation with them, or any of them, agree
12 that it will not implement or permit any adverse employment action, policy or practice with the
13 purpose or intent of retaliating against any current or former employee of Defendant in
14 violation of Title VII, including any person who participated in this lawsuit Defendant also
15 agrees that it will not discriminate against any individual because of his or her sex

16 (b) Within ninety (90) days of the Effective Date, Defendant agrees to revise
17 its job descriptions, employee handbook and policies to render them gender-neutral

18 (c) Within ninety (90) days of the Effective Date, Defendant shall provide
19 via professional, Fisher & Phillips LLP, a one-half day training seminar for its managers and
20 supervisors, on the topic of discrimination and retaliation For each training, Defendant shall
21 circulate a “sign-in” sheet to be signed by each attendee This training will be repeated
22 annually during the term of this Decree and thereafter as required by law

23 (d) Within ninety (90) days of the Effective Date, Defendant shall provide,
24 via professional Fisher & Phillips, LLP a two-hour training seminar to all of its staff/hourly
25 employees, on the topic of discrimination and retaliation The training shall be mandatory and
26 shall be conducted in such a manner that it can be readily understood by the employees (e g ,
27 given in Spanish or with the aid of a Spanish interpreter if there are any employees who cannot
28 understand the training in English) For each training, Defendant shall circulate a “sign-in”

1 sheet to be signed by each attendee This training will be repeated annually during the term of
2 this Decree

3 A Commission representative may attend any or all training sessions conducted
4 pursuant to this section, at the Commission's sole discretion Defendant shall provide the
5 Commission with notice of all scheduled training programs, including date, time and location,
6 at least ten (10) workdays prior to the scheduled training

7 (e) For the duration of this Decree, Defendant shall maintain all employment
8 applications submitted to it

9 (f) Within twenty (20) business days after the Effective Date and
10 throughout the term of this Decree, Defendant shall post a full-sized copy of the Notice
11 attached hereto as Appendix A, in a clearly visible location frequented by employees at each of
12 its facilities

13 (g) Within 120 days of the Effective Date, Defendant shall certify its
14 compliance with the terms of this Decree ("Initial Report") The Initial Report shall contain
15 the following information

- 16 (1) A copy of Defendants revised job descriptions, employee
17 handbooks and policies,
- 18 (2) All training material to be used in Defendant's training of
19 employees, pursuant to Paragraph 10(c) & (d) of this Decree,
- 20 (3) The identity (including name, address, telephone number and
21 qualifications) of the person(s) who conducted the training of
22 employees, pursuant to Paragraph 10(c) & (d) of this Decree
- 23 (4) Once annually, the Defendant must compile a list of all hires to
24 the kitchen position, identifying their genders together with all
25 applications filled out for that position within the previous year
- 26 (5) Confirmation that Defendant is in compliance with the Posting
27 provision of this Decree

28 ///

1 The initial report shall be submitted to Regional Attorney, Equal Employment
2 Opportunity Commission, Los Angeles District Office, 255 East Temple Street, 4th Floor, Los
3 Angeles, California 90012

4 (h) Defendant shall submit subsequent reports on a semi-annual basis
5 throughout the duration of the Decree, beginning 6 months from the Effective Date containing
6 the following information

7 (1) Confirmation that Defendant is in compliance with the terms of
8 the Consent Decree, and

9 (2) If a training took place within the 6 months preceding the report,
10 confirmation that the training took place, the materials used
11 during the training, the attendance records of the training,

12 (3) Once annually, the Defendant must compile a list of all hires to
13 the kitchen position, identifying their genders together with all
14 applications filled out for that position within the previous year

15 (i) For the duration of the Decree, Defendant agrees to maintain
16 such records as are necessary to demonstrate their compliance
17 with this Decree and to verify that the reports submitted are
18 accurate Upon fifteen (15) work days written notice from the
19 Commission, Defendant shall make such records available to
20 the Commission for inspection and copying

21 15 Defendant shall assure that, during the term of this Decree, all of its officers,
22 managers, and supervisors are aware of any of the terms of this Decree which relate to their
23 job duties

24 16 Defendant shall bear all costs associated with the administration and
25 implementation of its obligations under this Consent Decree

26 17 This Decree may be signed in counterparts A facsimile signature shall have the
27 same force and effect as a signature penned in ink

28 ///

1 18 This Decree constitutes the complete understanding of the Parties with respect to
2 the matters contained herein. No waiver, modification or amendment of any provision of this
3 Decree will be effective unless made in writing and signed by an authorized representative of
4 each of the Parties.

5 19 If one or more provisions of the Decree are rendered unlawful or unenforceable,
6 the Parties shall make good faith efforts to agree upon appropriate amendments to this Decree
7 in order to effectuate the purposes of the Decree. In any event, the remaining provisions will
8 remain in full force and effect unless the purposes of the Decree cannot, despite the Parties'
9 best efforts, be achieved.

10 20 By mutual agreement of the Parties, this Decree may be amended or modified in
11 the interests of justice and fairness in order to effectuate the provisions of this Decree.

12 21 If the EEOC believes that Defendant has failed to comply with any provision of
13 this Consent Decree, the EEOC may petition this Court to enforce the Decree. Prior to
14 initiating such petition, the EEOC will notify Defendant and its legal counsel of record, in
15 writing, of the nature of the dispute. This notice shall specify the particular provision(s) that
16 the EEOC believes has/have been breached. Absent a showing by either party that the delay
17 will cause irreparable harm, Defendant shall have thirty days to attempt to resolve or cure the
18 breach.

19 The Parties agree to cooperate with each other and use their best efforts to resolve
20 any dispute referenced in the EEOC notice.

21 ///

22 ///

23 ///

24 ///

25 ///

26 ///

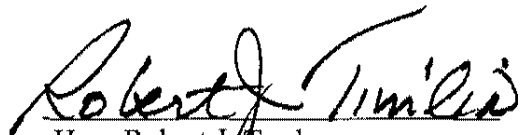
27 ///

28 ///

1 After thirty days have passed with no resolution or agreement to extend the time
2 further, the EEOC may petition this Court for compliance with this Decree, seeking all
3 available relief, including, but not limited to, the imposition of attorneys' fees and costs and an
4 extension of the term of the Decree for such period of time as Defendant is shown to be in
5 breach of the Decree

6 For good cause shown, IT IS SO ORDERED

7
8 Dated 3/11/05


9 Hon Robert J Timlin
10 Judge, United States District Court

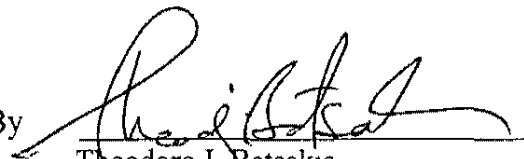
11 U S EQUAL EMPLOYMENT
12 OPPORTUNITY COMMISSION

13 ANNA Y PARK
14 CHERRY-MARIE D ROJAS
15 DANA C JOHNSON

16 Dated 3/10/05

17 By Cherry-Marie D. Rojas for
18 ANNA Y PARK
19 Attorneys for Plaintiff,
20 U S EQUAL EMPLOYMENT
21 OPPORTUNITY COMMISSION

22 Dated 3-7-05

23 By 
24 Theodore J Batsakis
25 VICTOR-ARCH, INC d/b/a
26 ARCHIBALD'S DRIVE THRU
27
28