

FILED
U.S. DISTRICT COURT
ALBUQUERQUE, NEW MEXICO

JAN 11 2000

Robert M. ...
CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
HONSTEIN OIL CO.,)
d/b/a CHEVRON XPRESS and)
EMPLOYER'S DEPOT, INC., d/b/a)
RESOURCE NETWORK LEASING, INC.,)
)
Defendant.)

CIV 99-0075 JP/JHG

ORDER OF DISMISSAL

The United States Equal Employment Opportunity Commission (the "Commission" or "EEOC") filed this action against Honstein Oil Co., d/b/a Chevron Xpress ("Honstein Oil") and Employer's Depot, Inc., d/b/a Resource Network Leasing, Inc., ("RNLI"), collectively the "Defendant," to enforce Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq. (Title VII) and the Civil Right Act of 1991, 42 U.S. C., §1981a. In the Amended Complaint the Commission alleged that Ramona Encinias and Cynthia Ridgeway, who were employed by defendant in Las Vegas, New Mexico, were subjected to sexual harassment by defendant in violation of Title VII. It was alleged that the sexual harassment she endured and defendant's failure to appropriately remedy her work environment, resulted in Ms.

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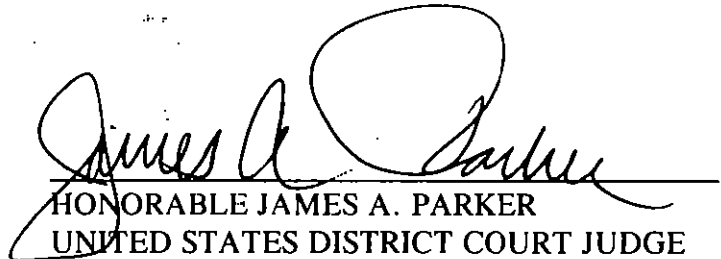
Ridgeway's discharge. The Commission also alleged that defendant retaliated against and constructively discharged Ramona Encinias for her opposition to the sexual harassment and/or for participation in proceedings protected by Title VII.

The parties have reached a settlement of this matter resolving all claims of the Commission, Ramona Encinias and Cynthia Ridgeway against defendant Honstein Oil Company arising out of the issues in this lawsuit. The terms of the settlement are set forth in the Settlement Agreement incorporated in this Order and attached as Exhibit A.

The parties agree the attached Settlement Agreement is binding and enforceable at law or in equity. The Court shall retain jurisdiction over any action to enforce the Settlement Agreement for three years following the entry of this Order; provided, however, that upon application by the Commission and good cause showing, the Court may extend the duration of its jurisdiction over this action to enforce compliance with the Settlement Agreement.

It is further ORDERED that this action is dismissed, each party is to bear its own costs and attorney's fees incurred in this action as of the date of the entry of this Order.

ENTERED AND ORDERED this _____ day of _____, 1999.

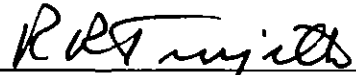

HONORABLE JAMES A. PARKER
UNITED STATES DISTRICT COURT JUDGE


APPROVED AND CONSENTED TO:

C. GREGORY STEWART
General Counsel Designate

GWENDOLYN YOUNG REAMS
Associate General Counsel

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
1801 L Street, NW
Washington, D.C. 20507

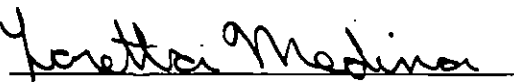

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Attorneys for Honstein Oil Co.,
d/b/a Chevron Xpress

Attorneys for Plaintiff

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FOR THE DISTRICT OF NEW MEXICO

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 COMMISSION,)
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 HONSTEIN OIL CO.,)
 d/b/a CHEVRON XPRESS and)
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 RESOURCE NETWORK LEASING, INC.,)
)
 Defendant.)

CIV 99-0075 JP/JHG

SETTLEMENT AGREEMENT
AS TO HONSTEIN OIL CO.,
d/b/a CHEVRON XPRESS

The United States Equal Employment Opportunity Commission (the "Commission" or "EEOC") filed this action against Honstein Oil Company, d/b/a Chevron Xpress ("Honstein Oil") and Employer's Depot, Inc., d/b/a Resource Network Leasing, Inc., ("RNLI"), collectively the "Defendant", to enforce Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq. (Title VII) and the Civil Right Act of 1991, 42 U.S. C., §1981a. In the Amended Complaint the Commission alleged that Ramona Encinias and Cynthia Ridgeway, who were employed by defendant in Las Vegas, New Mexico, were subjected to sexual harassment by defendant in violation of Title VII. It was alleged that the sexual harassment she endured and defendant' failure to appropriately remedy her work environment, resulted in Ms. Ridgeway's discharge. The Commission also alleged that defendant retaliated against and constructively

discharged Ramona Encinias for her opposition to the sexual harassment and/or for participation in proceedings protected by Title VII.

Claims of the Commission against defendant Employer's Depot Inc., d/b/a Resource Network Leasing have been resolved by a separate settlement agreement. This agreement pertains to the Commission's claims against defendant Honstein Oil Company, d/b/a Chevron Xpress, herein after "defendant" or "Honstein Oil Company."

The parties do not object to the jurisdiction of the Court over this action and waive their rights to a hearing and the entry of findings of fact and conclusions of law. This agreement does not constitute an admission of liability by the defendant, nor an adjudication on the merits of the allegations of the complaint.

1. This agreement resolves all claims of the Commission against defendant including claims for back pay, compensatory and punitive damages, interest, injunctive relief, attorney's fees and costs arising out of the issues in this lawsuit.

2. Defendant Honstein Oil Company agrees that for the duration of this agreement it:

A. shall not discriminate against any individual because of his or her sex, including sexual harassment.

B. shall not retaliate against any individual who:

(i) opposes practices made unlawful by Title VII or a state equal employment opportunity statute,

(ii) makes a charge of discrimination or assists or participates in an investigation or proceeding under Title VII or a state equal employment opportunity statute, or

(iii) files an internal complaint of discrimination.

3. This agreement to refrain from discrimination and retaliation will remain in effect for the duration of this agreement at any store location or facility operated by Honstein Oil Company in the state of New Mexico.

4. Honstein Oil Company expressly acknowledges that the Commission may bring an action to enforce any terms of this agreement, including the provisions of this agreement prohibiting discrimination and retaliation in violation of Title VII.

RELIEF TO CHARGING PARTIES

5. Honstein Oil Company shall pay Ramona Encinias the amount of \$15,000.00 in compensatory damages payable directly to Ramona Encinias. In exchange for payment of this amount, Ms. Encinias will deliver to Honstein Oil Company a release in a form acceptable to Ms. Encinias and Honstein Oil Company.

6. Honstein Oil Company shall pay Cynthia Ridgeway the amount of \$4,524.97 in compensatory damages payable directly to Cynthia Ridgeway. In exchange for payment of this amount, Ms. Ridgeway will deliver to Honstein Oil Company a release in a form acceptable to Ms. Ridgeway and Honstein Oil Company.

7. Defendant shall pay the settlement amounts described in paragraphs 5 and 6 of this agreement via business checks within ten days of the entry of this agreement.

8. The checks provided for in paragraphs 5 and 6 of this agreement shall be made payable separately to the individual charging parties and shall be mailed directly via certified mail to the charging parties at the addresses provided by the EEOC. Within five days of issuance of the checks, defendant shall submit a copy of the checks and any related correspondence to the Regional Attorney, Equal Employment Opportunity Commission, Albuquerque District Office, 505 Marquette NW, Suite 900, Albuquerque, NM 87102-2189.

9. In response to any employment inquiries or reference checks concerning charging parties Ramona Encinias and/or Cynthia Ridgeway, defendant shall provide only the dates of employment, each position held, job duties and salary. This provision shall remain in force for so long as charging parties Ramona Encinias and Cynthia Ridgeway use Honstein Oil Company as a reference and is not limited to the three-year duration of this agreement.

10. Honstein Oil Company shall not take any action against charging parties Ramona Encinias and/or Cynthia Ridgeway in this case in retaliation for filing a charge of employment discrimination or for participating, assisting or testifying in this action. Honstein Oil Company shall also advise the Manager(s) and employee(s) of its Las Vegas, New Mexico facility that retaliation against Ramona Encinias and/or Cynthia Ridgeway is prohibited by this agreement and that disciplinary action may be taken by Honstein Oil Company against any individual(s) who retaliate against either Ms. Encinias or Ms. Ridgeway.

HONSTEIN OIL COMPANY'S CORRECTIVE POLICIES AND PRACTICES

11. Honstein Oil Company agrees that it shall institute and carry out policies and practices that provide work environments free from sex discrimination, including policies and practices to prevent sexual harassment of their employees and other individuals, and that allow employees and other individuals to raise concerns or complaints about matters made unlawful by Title VII, whether alleged, perceived or actual without retaliation. To assist Honstein oil Company in their effort to provide a work environment free of sex discrimination, sexual harassment and retaliation, Honstein Oil Company shall take the actions provided for in Paragraphs 12 through 18.

12. Within sixty (60) days of the entry of this agreement, Honstein Oil Company's existing policies on sex discrimination, including sexual harassment, shall be thoroughly reviewed

and changes shall be made to assure that Honstein Oil Company policies comply with Title VII and foster an environment in which employees will be encouraged to complain about alleged sex discrimination and sexual harassment. Honstein Oil Company shall further ensure their written policy includes a statement that employees are encouraged to complain directly to EEOC or any state equal opportunity agency in addition to or as an alternative to complaining directly to Honstein Oil Company. After reviewing and making any necessary revisions to its policies, Honstein Oil Company shall distribute the revised sexual harassment policy to each of its current full and part-time employees, and to each new employee hired for the duration of this agreement.

13. Within sixty (60) days of the entry of this agreement, Honstein Oil Company shall provide employees with revised written policy statements and procedures regarding reporting and prevention of sexual harassment and retaliation. The policy and procedure statements that are provided to employees should be designed to present easily understood, convenient, consistent, confidential and reliable procedures for reporting incidents of sexual harassment and retaliation in Honstein Oil Company, New Mexico facilities. These procedures, at a minimum, shall provide as follows:

- A. At least one employee in a supervisory or managerial position at Honstein Oil Company's Santa Fe, New Mexico headquarters shall be designated to serve as investigative officer for sexual harassment issues at all locations.
- B. At least one other employee in defendant' organization who has executive supervisory or managerial responsibility for operations of store locations/facilities shall be designated to supervise investigative officers and/or serve as an alternate investigative officer.

- C. The names, responsibilities, work locations, and telephone numbers of the investigative officers and the supervisory investigative officer will routinely and continuously be posted and provided to all employees so that an employee seeking such name can enjoy anonymity and remain inconspicuous to other employees.
- D. Complaints of sexual harassment or retaliation will be accepted in writing, orally, or anonymously and will be taken seriously and investigated promptly.
- E. Only those who have an immediate need to know, including the investigative officer(s), other Honstein Oil Company executive officers, the alleged target of harassment or retaliation, the alleged harasser(s) or retaliator(s) and any witnesses, may find out the identity of the complainant.
- F. During an investigation of a sexual harassment complaint of an employee, the investigative officer(s) shall endeavor to immediately interview all affected employees and potential witnesses to the alleged harassment.
- G. All parties contacted in the course of an investigation will be advised that any retaliation or reprisal against an individual who is an alleged target of harassment or retaliation, who has made a complaint, or who has provided evidence in connection with a complaint will not be tolerated and could result in disciplinary action.
- H. Each investigative officer will receive thorough training about sexual harassment and will have the responsibility for expeditiously investigating all complaints. This training shall consist of at least six hours in addition to that provided under paragraph 15.

I. The investigative officer will recommend remedial measures, if appropriate, based upon the results of the investigation, and Honstein Oil Company will promptly consider and act upon such recommendation.

J. The investigative officer will maintain a file on the original complaint(s) and any follow-up investigation for the duration of this agreement.

K. Honstein Oil Company managers, officials, agents or employees who engage in sexual harassment or retaliation, who fail to cooperate with company-sponsored investigations of sexual harassment or retaliation, or who refuse to implement remedial measures will be advised that they may be sanctioned severely by suspension or dismissal.

14. Honstein Oil Company shall post within 30 days of the entry of this agreement and continuously for a period of 36 months, in prominent places frequented by employees in all Honstein Oil Company, New Mexico facilities, the Notice attached to this agreement as Exhibit A. This Notice shall be the same type, style and size as in Exhibit A .

15. Honstein Oil Company shall provide training on sex discrimination, sexual harassment and retaliation according to the following terms:

A. At least three training sessions for employees shall be conducted during the term of this agreement. All managers, supervisors and employees of Honstein Oil Company in New Mexico shall attend the training. Duplicative sessions may be held to accommodate staffing or facility needs. Employees who cannot personally attend an annual training session shall be required to view a videotape covering the topics described in paragraph 15F. Honstein Oil Company shall be responsible for all costs associated with this training.

- B. During the first year of the agreement, the training shall be conducted within four months of the entry of this agreement. Additional training shall be conducted at least once each remaining year of this agreement.
- C. Honstein Oil Company shall select a qualified trainer and shall submit the trainer's name, resume, training agenda and the date(s) of the proposed training to the Regional Attorney of the Albuquerque office of the Equal Employment Opportunity Commission within sixty days of the entry of this agreement. During the second and third years of the agreement, the above information shall be submitted to the Regional Attorney at least ninety days prior to the seminar-training session. The Commission shall have thirty days from the date of receipt of the information described above to accept or reject the proposed consultant/lecturer and/or the contents of the seminar. In the event the Commission does not approve of the designated consultant/lecturer proposed by Honstein Oil Company, the Commission shall designate the consultant/lecturer at a cost not to exceed \$500.00 per seminar-training session which shall be paid by Honstein Oil Company.
- D. Honstein Oil Company has requested the opportunity to seek technical assistance from the Commission through the Albuquerque District Office's Small Business Initiative program and/or through the Commission's fee based technical assistance and training program as authorized by the EEOC Education, Technical Assistance and Training Revolving Fund Act of 1992. Any training assistance sought under this paragraph shall be reported and approved by the Regional Attorney as provided in Paragraph C.
- E. The training sessions required by paragraph 15 shall include a minimum of two hours of instruction. All personnel, designated in Paragraph A shall both register

and attend the training. The registry of attendance shall be retained by Honstein Oil Company for the duration of this agreement.

- F. The training sessions required by paragraph 15, at a minimum shall include the subjects of: what constitutes sex discrimination, including sexual harassment, harassment based on gender, and retaliation; that sex discrimination in the hiring, firing, compensation, assignment or other terms, conditions or privileges of employment and retaliation violates Title VII; how to prevent sex discrimination and retaliation; how to provide a work environment free from sex discrimination, sexual harassment and retaliation; and to whom and by what means employees may complain if they feel they have been subjected to sex discrimination, sexual harassment and retaliation in the workplace.
- G. Immediately following the training sessions, Honstein Oil Company's highest ranking managerial official in New Mexico shall speak to the employees about: (1) potential discipline that can be taken against supervisors, managers and employees who commit acts of sex discrimination, sexual harassment or retaliation or who allow sex discrimination, sexual harassment or retaliation to occur in the workplace; (2) the importance of maintaining an environment free of sex discrimination, sexual harassment and retaliation; and (3) the employer's policies regarding sex discrimination, sexual harassment and retaliation. This time shall not be counted toward the two-hour minimum training required in paragraph 15D.
- H. For the duration of this agreement, at or around the time of hire, all employees shall view a video tape of the training and/or a professional training tape which covers the topics set forth in paragraph 15E and shall be given any written material disseminated at the training.

16. The Commission, at its discretion, may designate Commission representatives to attend and participate in any of the training sessions described above.

17. Within ten days of the entry of this agreement, Honstein Oil Company shall issue appropriate disciplinary action to Peter Trujillo for his conduct in this matter. Appropriate discipline includes, at a minimum, a one week suspension without pay for Peter Trujillo. Honstein Oil Company shall advise the Commission and the charging parties in writing of all disciplinary actions taken pursuant to this agreement.

18. In the event Peter Trujillo remains employed by Honstein Oil Company during the first six months of this agreement, Honstein Oil Company shall require that Mr. Trujillo attend at least three counseling sessions with a qualified counselor, therapist or psychologist to acquaint him with the effects of actual and/or perceived sexual harassment upon the victim. Honstein Oil Company shall be responsible for paying for such counseling sessions but it shall not be obligated to pay more than \$300.00. In addition, Honstein Oil Company shall require that Peter Trujillo attend all sexual harassment training sessions required for employees pursuant to this agreement.

REPORTING BY DEFENDANT AND ACCESS BY EEOC

19. Honstein Oil Company shall report in writing and in affidavit form to the Regional Attorney of the Commission's Albuquerque District Office at 505 Marquette NW, Suite 900, Albuquerque, New Mexico 87102-2189, twice in the first year of the agreement, beginning six months from the date of the entry of this agreement, and again after six months in the first year of this agreement and thereafter every twelve months for the duration of this agreement the following information:

- A. Any changes, modifications, revocations, or revisions to its policies and procedures which concern or affect the subject of sex discrimination, sexual harassment and retaliation.

B. The name, address, position, social security number and telephone number of any employee who during the six months preceding the report has brought allegations of sex discrimination, harassment, or retaliation arising from activities in Honstein Oil Company's New Mexico store locations or facilities against Honstein Oil Company or its personnel, including but not limited to management officials, vendors, agents, or employees. The nature of the complaint, investigatory efforts made by Honstein Oil Company and the corrective action taken, if any, shall be specified.

C. The registries of persons attending each of the seminar-training sessions required in paragraphs 13 and 15 of this agreement and a list of current employees on the day of the seminar-training session.

D. An affidavit by Honstein Oil Company's President stating: (1) the Notice required in paragraph 14 of this agreement was posted and the locations where it was posted, (2) any disciplinary or corrective actions involving Peter Trujillo and (3) it has complied with paragraphs 13-19 of this Agreement.

20. The Commission upon reasonable notice shall have the right to enter and inspect the premises of Honstein Oil Company's New Mexico store locations and facilities to insure compliance with this agreement and federal anti-discrimination laws.

COSTS AND DURATION

21. Each party shall bear its costs and attorney's fees incurred as a result of this action through the filing of this settlement agreement and the entry of an Order of Dismissal in this matter.

22. The duration of this agreement shall be three (3) years from the date of the entry of the Stipulation and Order of Dismissal in this matter.

23. The Court shall retain jurisdiction of this action for the duration of this agreement, during which the Commission may petition this Court for compliance with this agreement. Should the Court determine that Honstein Oil Company has not complied with this agreement, appropriate relief, including extension of this agreement for such period as may be necessary to remedy its non-compliance, may be ordered.


24. This agreement shall expire by its own terms at the end of three (3) years after the date of entry of the Order of Dismissal, without further action by the parties.

APPROVED AND CONSENTED TO:

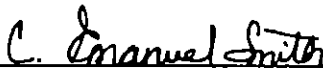
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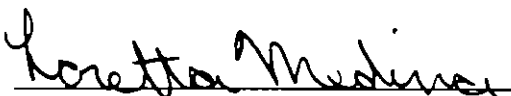
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Attorneys for Defendant for
Honstein Oil Company, d/b/a
Chevron Xpress

Attorneys for Plaintiff

NOTICE TO ALL EMPLOYEES OF
HONSTEIN OIL COMPANY

This Notice is posted pursuant to an Agreement entered into between Honstein Oil Company and the Equal Employment Opportunity Commission (EEOC).

It is unlawful under the federal law (Title VII of the Civil Rights Act) and state law to discriminate against an employee on the basis of sex in hiring, firing, compensation or other terms, and conditions or privileges of employment, including sexual harassment.

Honstein Oil Company prohibits all forms of sex discrimination, including sexual harassment. Prohibited sexual harassment includes, but is not limited to, the following conduct.

1. **unwelcome touching of a sexual nature;**
2. **unwelcome discussion of sexual jokes and sexual behavior;**
3. **unwelcome requests for dates, sexual favors and propositions; and**
4. **unwelcome distribution in the workplace of cartoons, pictures or drawings of a sexual nature.**

Honstein Oil Company shall not discriminate on the basis of sex and shall not retaliate against any employee who opposes a practice made unlawful under federal law, files, assists or participates in the filing of a charge of discrimination or participates in any investigation under Title VII, or who files a grievance alleging discrimination.

If you believe you are being sexually harassed, discriminated against or retaliated against, you should report this to your supervisor for resolution or to Julie Haggerty, Honstein Oil Company's Retail Manger and designated investigative officer who may be contacted at (505) 228-8114, 11 Paseo Real, Santa Fe, New Mexico 87501.

If for any reason you believe your complaint of sexual harassment or retaliation may not be effective at your work place, **YOU ARE ENCOURAGED TO CONTACT ROD HONSTEIN, PRESIDENT OF HONSTEIN OIL COMPANY, AT (505) 471-1800, 11 PASEO REAL, SANTA FE, NEW MEXICO 87501.**

If you believe you have been discriminated against by Honstein Oil Company, you have the right to file a charge with the EEOC or the New Mexico Department of Labor. You may contact them at:

- 1) Equal Employment Opportunity Commission (EEOC), 505 Marquette N.W., Suite 900, Albuquerque, New Mexico 87102, 1-800-669-4000.
- or
- 2) The New Mexico Department of Labor, Human Rights Division, 1596 Pacheco Street, Suite 103, Santa Fe, New Mexico 87505, (505) 827-6838.

EXHIBIT A