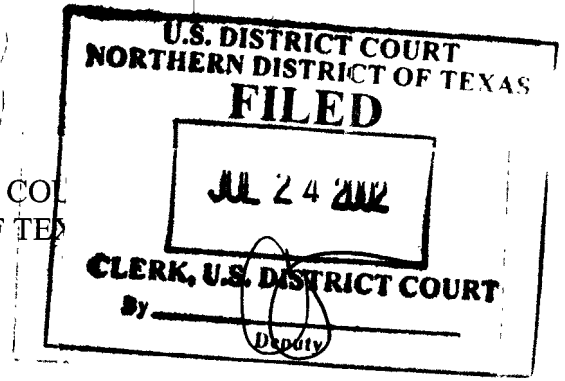


W

ATS

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

7-ELEVEN, INC.,

Defendant.

§
§
§
§
§
§
§
§
§
§

Civil Action No. 3-01CV1832-G



SETTLEMENT AGREEMENT

THIS Settlement Agreement is made and entered into by and between the Equal Employment Opportunity Commission ("EEOC"), and the Defendant, 7-Eleven Inc. (hereinafter referred to as "the parties").

The EEOC instituted a lawsuit in the United States District Court for the Northern District of Texas, Dallas Division, Civil Action No. 3-00-CV-2123-D, alleging that the Defendant violated the Age Discrimination Act of 1967 (ADEA) when it failed to promote Charging Party Betty Huntington to the position of Executive Assistant because of her age.

The parties hereto desire to compromise and settle the differences embodied in the aforementioned lawsuit, and intend that the terms and conditions be set forth in this Settlement Agreement.

18

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the court finds appropriate, and therefore, it is ORDERED that:

1. This Court has jurisdiction to enforce the provisions set forth in this Settlement Agreement.
2. This Settlement Agreement resolves all issues, including all like and related issues, raised in EEOC Charge Number 310 A1 0137. This Settlement Agreement further resolves all issues in the Complaint filed by the EEOC in this civil action. The EEOC does not waive processing or litigating charges or cases other than the above-referenced charge and Complaint. It is understood that this Settlement Agreement does not constitute an admission by Defendant of any violation of the ADEA.
3. Defendant agrees not to discriminate on the basis of age with respect to recruitment, hiring, promotion, termination, or any other employment action, and Defendant further agrees not to retaliate in any way against any person because of opposition to any practice declared unlawful under the ADEA or because of the filing of a charge, giving testimony, or assisting or participating in any manner in any investigation, proceeding, hearing, or trial.
4. Defendant agrees to post the Notice appended hereto as Attachment "A" in each break room in its headquarters office within 10 days after the entry of this Settlement Agreement. The notice shall be a minimum of 8 ½ by 11 inches in size and shall use

a minimum of 12 point type. Defendant will report to the EEOC that it has complied with this requirement within 30 days after posting the notice.

5. During the Term of this Settlement Agreement, Defendant agrees to conduct training two times per year for all supervisors who participate in the hiring and supervision of Executive Assistants at the corporate headquarters office advising them of the requirements and prohibitions of the ADEA. The training will advise the trainees of the consequences imposed upon 7-Eleven, Inc. for violating the ADEA. The training will also include a specific discussion or instruction relating to the issue of age discrimination. The training shall be at least one (1) hour in duration. No less than 10 days before the training is conducted, Defendant agrees to give written notice to the EEOC as to the date and location of the training, the name of the person providing the training, and the substance of the training. Within 20 days following the training, Defendant shall submit to the EEOC confirmation that the training was conducted, a list of attendees (identified by initials and position held), and a copy of all material distributed during that training.
6. Defendant agrees to post all Executive Assistant vacancies on bulletin boards in each employee break room in the corporate headquarters office and in the Public Folder posted on the company's internet e-mail system.
7. Within 14 days after the date of selection, Defendant agrees to provide to the EEOC the name, age, and date of promotion for each applicant selected and each applicant

not selected for promotion into an Executive Assistant position during the Term of this Settlement Agreement.

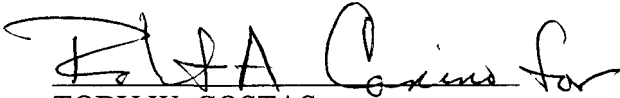
8. Upon written request by the EEOC, during the Term of this Settlement Agreement, as to each applicant not selected for the Executive Assistant vacancy, Defendant agrees to provide to the EEOC all application materials, all interview notes, the identity and titles of all employees involved in the selection process. The above documents shall be sent to the EEOC within 7 days after the date of request.
9. Defendant agrees to retain all interview notes pertaining to promotion decisions to the Executive Assistant position for a period of one year from the date of the selection decision.
10. Defendant agrees to pay the amount of \$10,000 to Betty Huntington to resolve a disputed claim for back pay damages, which shall be subject to all applicable taxes and withholding based on the current exemptions taken by Ms. Huntington, as well as an additional amount of \$10,000 for disputed damages under 29 U.S.C. § 216, subject to IRS Form 1099, in full and final settlement of the claims asserted in this dispute. These payments shall be made in the form of two (2) checks payable to "Betty Huntington." The checks shall be mailed via certified mail to the attention of David Rivela, Trial Attorney, EEOC, 207 S. Houston Street, 3rd Floor, Dallas, Texas 75202, within 30 days of the Effective Date of this Settlement Agreement.

11. Defendant agrees to report to the EEOC within 30 days of the Effective Date of this Settlement Agreement regarding its compliance with the arrangements set forth in paragraphs 4, 5, 6 and 10, above. Defendant shall send its report via first class mail, postage prepaid, to the attention of David Rivela, Regional Attorney, EEOC, 207 S. Houston Street, 3rd Floor, Dallas, Texas 75202.
12. If Defendant fails to tender payment or otherwise fails to timely comply with the terms of paragraph 10 above, Defendant shall:
 - a. Pay interest at the rate calculated pursuant to 26 U.S.C. 6621(b) on any untimely or unpaid amounts; and
 - b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.
13. The EEOC has the right to specifically enforce the terms of this Settlement Agreement. Nothing in this Settlement Agreement can preclude further actions by the EEOC or any other person to remedy any other alleged violations of the ADEA by the Defendant.
14. The Effective Date of this Settlement Agreement shall be the date upon which it is signed for approval by the Court.
15. The Term of this Settlement Agreement shall be for two (2) years from the Effective Date.
16. The parties request that the Court dismiss this case with prejudice, both parties to bear their own attorneys' fees and costs.

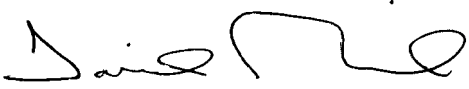
AGREED AS TO FORM AND SUBSTANCE:



ROBERT A. CANINO
Regional Attorney
Oklahoma State Bar No. 011782



TOBY W. COSTAS
Acting Regional Attorney
Texas State Bar No. 04855720

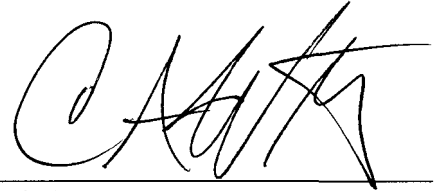


DAVID RIVELA
Trial Attorney
Texas State Bar No. 00797324

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Dallas District Office
207 S. Houston Street, 3rd Floor
Dallas, Texas 75202
(214) 655-3358
(214) 655-3331 (Telecopier)

Dated: July 23, 2002



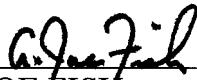
ERIC A. WELTER
VA State Bar No. 38193
WELTER LAW FIRM, P.C.
12801 Worldgate Drive, Suite 500
Herndon, Virginia 20170
(703) 871-3955
(703) 871-3956 (Telecopier)

ROBERT E. LUXEN
State Bar No. 12711500
HALLETT & PERRIN, P.C.
2001 Bryan Street, Suite 3900
Dallas, Texas 75201
(214) 953-0053
(214) 953-3154 (Telecopier)

Dated: July 17, 2002

APPROVED AND SO ORDERED.

July 24, 2002.



A. JOE FISH
United States District Judge

ATTACHMENT A

NOTICE TO ALL EMPLOYEES

This Notice is being posted as part of an agreement between 7-Eleven, Inc. and the U.S. Equal Employment Opportunity Commission.

Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's disability, gender, race, color, religion, national origin, or age with respect to hiring, firing, promotions, pay raises or other terms, conditions or privileges of employment. Specifically, the law prohibits an employer from refusing or failing to hire an individual for a job because of that person's age.

An employee has the right, and is encouraged to exercise that right, to report allegations of age discrimination in the workplace. An employee may do so by notifying Jennifer Pendleton at (214) 841-6583. Employees who do not wish to go to Ms. Pendleton may instead report to any supervisor or manager with 7-Eleven, Inc.

Any report of such an allegation will be thoroughly investigated, with appropriate disciplinary action taken against any person(s) found to have engaged in such conduct.

Any employee, either alternatively or in addition to reporting such an allegation to company officials, may contact the Equal Employment Opportunity Commission for the purposes of filing a charge of employment discrimination. The address and telephone number of the nearest EEOC office is 207 South Houston Street, 3rd Floor, Dallas, Texas 75202; (214) 655-3355.

DATE

COMPANY OFFICIAL

THIS NOTICE SHALL REMAIN POSTED UNTIL August 31, 2003.