

1 Anna Y. Park, SBN 164242
2 Sue J. Noh, SBN 192134
3 Elizabeth Esparza-Cervantes, SBN 205412
4 EQUAL EMPLOYMENT
5 OPPORTUNITY COMMISSION
6 255 East Temple Street, 4th Floor
7 Los Angeles, CA 90012
Telephone: (213) 894-1082
Facsimile: (213) 894-1301

FILED
CLERK, U.S. DISTRICT COURT
AUG - 3 2004
CENTRAL DISTRICT OF CALIFORNIA

SCANNED

6 Attorneys for Plaintiff
7 EQUAL EMPLOYMENT
8 OPPORTUNITY COMMISSION

THIS CONSTITUTES NOTICE OF ENTRY
AS REQUIRED BY FRCP, RULE 77(d).

Priority
Send
Enter
Closed
JS-5/JS-6
JS-2/JS-3
Scan Only

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,
Plaintiff,

CASE NO. CV 03-5748 RGK (CTx)

~~PROPOSED~~ CONSENT
DECREE

vs.

THE OIL SHOPPE, dba JIFFY
LUBE, AND DOES 1-10 Inclusive,
Defendants.

Honorable R. Gary Klausner

I. INTRODUCTION

On August 13, 2003, Plaintiff U.S. Equal Employment Opportunity Commission ("EEOC") instituted this lawsuit, entitled *EEOC v. The Oil Shoppe, dba Jiffy Lube, and Does 1-10 Inclusively*, Case Number CV-03-5748 RGK (CTx), under Title VII of the Civil Rights Act of 1964, as amended. The EEOC alleged that The Oil Shoppe unlawfully subjected Charging Party Lavette Castellanos and a class of similarly situated female employees to sexual harassment and sex discrimination. The EEOC further alleged that Defendant subjected Ms. Castellanos to unwarranted discipline and termination, constituting a tangible employment action and retaliation against her. Defendant denied these allegations and any liability.

///

ENTERED
CLERK, U.S. DISTRICT COURT
AUG - 3 2004
CENTRAL DISTRICT OF CALIFORNIA
BY DEPUTY

DOCKETED ON CM
AUG - 3 2004
BY 002

LOGGED

2004 JUN 29 5:08 PM '04

1 **II. JURISDICTION**

2 The Court has jurisdiction over the parties and the subject matter of this
3 lawsuit, pursuant to 28 U.S.C. Section 451, 1331, 1337, 1343, 1367 and 42
4 U.S.C. 2000e-5. The Court shall retain jurisdiction of this action during the
5 duration of the Decree for the purposes of entering all orders, judgments and
6 decrees which may be necessary to implement and/or enforce the relief provided
7 herein or to otherwise effectuate the purposes of the Decree.

8 **III. PURPOSES OF THIS DECREE**

9 In the interest of resolving this matter, and as a result of having engaged in
10 comprehensive settlement negotiations the EEOC and Defendant have agreed that
11 this action should be finally resolved by entry of this Consent Decree ("Decree").
12 On August 21, 2003, Defendant sold all of its assets, but not its liabilities, to
13 Alamitos Enterprises, LLC ("Successor"). Alamitos Enterprises, LLC
14 acknowledges its status as a successor to the assets of, but not the acquirer of any
15 liabilities of Defendant. Successor has agreed, by special appearance with the
16 Court without any acknowledgment of liability or wrongdoing, to be a party to
17 this Decree (hereinafter, The Oil Shoppe will be referred to as "Defendant" and
18 Alamitos Enterprises, LLC as "Successor"). The parties to this Decree which are
19 the EEOC, Defendant The Oil Shoppe, and Successor Alamitos Enterprises, LLC
20 (hereinafter "Parties"), have entered into this Decree for the following purposes:

- 21 1. To provide monetary and injunctive relief;
- 22 2. To ensure that Defendant's and Successor's employment practices
23 comply with Title VII;
- 24 3. To ensure Defendant's and Successor's managers and employees
25 receive training on their obligations under Title VII;
- 26 4. To ensure an appropriate and effective mechanism for handling
27 discrimination complaints in Defendant's and Successor's
28 workplace; and

SCANNED

1 5. To prevent retaliation against any person who may complain about
2 employment discrimination to Defendant or Successor and/or
3 otherwise engage in activities protected under Title VII.

4 **IV. FINDINGS**

5 Having examined the terms and provisions of this Decree the Court finds
6 the following:

- 7 1. The Court has jurisdiction over the Parties and the subject matter of
8 this action. The First Amended Complaint asserts claims that, if
9 proven, would authorize the Court to grant the relief set forth in this
10 Decree.
- 11 2. The terms and provisions of this Decree are adequate, fair,
12 reasonable, equitable and just. The rights of the Defendant,
13 Successor, the EEOC, and those for whom the EEOC sought relief
14 are protected adequately by this Decree.
- 15 3. This Decree conforms with the Federal Rules of Civil Procedure and
16 Title VII and is not in derogation of the rights and privileges of any
17 person. The entry of this Decree will further the objectives of Title
18 VII and will be in the best interest of the Parties and those for whom
19 the EEOC sought relief through this action.

20 **V. RESOLUTION OF CLAIMS**

21 This Decree resolves all claims arising out of EEOC Charge No.
22 340A202445 and the First Amended Complaint in this action.

23 **VI. DURATION AND EFFECTIVE DATE OF DECREE**

24 The duration of this Decree shall be two (2) years from the date of entry of
25 the Decree, provided that Defendant and Successor substantially comply with the
26 terms of this Decree. Defendant no longer operates any Jiffy Lubes and therefore
27 is subject to lesser injunctive obligations under this Decree. Defendant and
28 Successor shall be deemed to have substantially complied if the Court has not

1 made any findings or orders during the term of the Decree that Defendant and
2 Successor have failed to comply with any terms of this Decree. In the event that
3 Defendant and Successor have not substantially complied, the duration of this
4 Decree may be extended by Court order to effectuate its purposes. The Decree
5 shall be deemed effective (the "Effective Date") as of the date upon which the
6 Court executes the Decree.

7 **VII. DECREE ENFORCEMENT**

8 If the EEOC has reason to believe that the Defendant or Successor has
9 breached the Decree, the EEOC may bring an action before this Court to enforce
10 the Decree. Prior to initiating such action, the EEOC shall notify the Defendant
11 or Successor in writing of the nature of the dispute. This notice shall specify the
12 particular provision(s) that the EEOC believes has/have been breached. A forty-
13 five (45) day dispute resolution period ("Dispute Resolution Period") will be
14 provided from the date of notice, prior to the institution of any legal proceeding,
15 absent a showing that the delay will cause irreparable harm. The Parties agree to
16 cooperate and use their best efforts to resolve any dispute noticed by the EEOC
17 during the Dispute Resolution Period.

18 After the expiration of the Dispute Resolution Period, the EEOC may
19 initiate an enforcement action in this Court, seeking all available relief, including
20 an extension of the duration of the Decree for such time as the Defendant and/or
21 Successor are shown to be out of compliance.

22 Should the Court determine pursuant to an enforcement action by the
23 EEOC that Defendant and/or Successor have not complied with their respective
24 obligations under this Decree, in whole or in part as further set forth below, the
25 EEOC will be entitled to recover all attorneys' fees at the market rate and all costs
26 from Defendant and/or Successor, an extension of the duration of this Decree for
27 such a period as may be necessary to remedy Defendant's and/or Successor's
28 non-compliance, and any other relief the Court deems appropriate.

1 **VIII. MODIFICATION AND SEVERABILITY**

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

6 If one or more provisions of the Decree are rendered unlawful or
7 unenforceable, the Parties shall make good faith efforts to agree upon appropriate
8 amendments to this Decree in order to effectuate the purposes of the Decree. If
9 the Parties are unable to reach agreement, the Court shall order appropriate
10 alternative provisions in order to effectuate the purposes of the Decree. Should
11 one or more provisions of this Decree be deemed unlawful, all other lawful and
12 enforceable provisions will remain in full force and effect.

13 **IX. INJUNCTIVE RELIEF**

14 A. Non-Discrimination

15 1. Sex Harassment and Sex Discrimination

16 Defendant and Successor, their respective officers, agents, management
17 (including all supervisory employees), successors, assigns, and all those in active
18 concert or participation with any of them, hereby agree not to engage in sexual
19 harassment or other forms of sex discrimination.

20 2. Retaliation

21 Defendant and Successor, their respective officers, agents, management
22 (including all supervisory employees), successors, assigns, and all those in active
23 concert or participation with any of them, hereby agree not to engage in,
24 implement or permit any action, policy or practice with the purpose or effect of
25 retaliating against any current or former employee of Defendant and/or Successor,
26 because he or she (a) opposes any practice made unlawful under Title VII; (b)
27 files a charge of discrimination alleging such practice; (c) testifies or participates
28 in any manner in any investigation (including without limitation, any internal

1 investigation undertaken by Defendant and/or Successor), proceeding in
2 connection with this case and/or relating to any claim of a Title VII violation; (d)
3 was identified as a possible witness or claimant in this action; (e) asserts any
4 rights under this Decree; (f) seeks and/or receives any relief in accordance with
5 this Decree; or (g) in the past has taken any action identified in items a-f of this
6 paragraph.

7 B. Posting

8 Throughout the term of this Decree, the Notice of the terms of this Decree,
9 attached hereto as Exh. A, shall be posted, and remain, in a clearly visible
10 location frequented by employees in all Jiffy Lube facilities Successor acquired
11 from Defendant.

12 C. Revision and Distribution of Equal Employment Opportunity Policy
13 and Procedures

14 Successor will establish and maintain effective policies for receiving and
15 investigating complaints of discrimination and retaliation. Successor's Equal
16 Employment Opportunity Policy and Procedures will include, at a minimum, the
17 following:

- 18 1. A strong and clear commitment to a workplace free from
19 discrimination and retaliation;
- 20 2. Clear and comprehensive descriptions and examples of
21 sex harassment, other forms of discrimination, and
22 retaliation;
- 23 3. A statement encouraging employees to come forward if
24 they believe that they have been subjected to sexual
25 harassment, other forms of discrimination, or retaliation
26 for complaining about discrimination;
- 27 4. A description of the possible consequences, up to and
28 including, termination that will be imposed upon

SCANNED

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- violation of the policy against discrimination and retaliation;
- 5. A statement of commitment to maximally feasible confidentiality for persons who complain about discrimination or retaliation;
- 6. An assurance that persons who in good faith complain about discrimination will not be subject to retaliation;
- 7. A statement that Successor's policies against discrimination, and retaliation apply to all persons, including but not limited to Successor's owners, shareholders, members, directors, officers, other management officials, supervisors, vendors, suppliers, third parties, and customers;
- 8. The contact information including name, address, and telephone number of persons both internal (i.e. Successor's human resources) and external to Successor (i.e. EEOC) available to handle complaints of discrimination or retaliation or to whom employees may report discrimination and/or retaliation, including a written statement that the employee may report discrimination or retaliation to designated persons outside their chain of management; and
- 9. Specific procedures to be followed by supervisory employees, company executives, and owners for receiving and/or investigating complaints of discrimination and retaliation. These procedures shall be distributed to all employees, including non-supervisory employees so that non-supervisory

DEEMED
SCANNED

1 employees are given notice of the duties of their
2 supervisors regarding receiving and investigating
3 complaints of discrimination and retaliation.

4 Successor will issue the modified Equal Employment Opportunity Policy
5 (“EEO Policy”) and procedure statement to all employees no later than ninety
6 (90) days from entry of this Decree. Each employee shall sign an
7 acknowledgment that they have received and read the EEO Policy and procedure
8 statement. The same acknowledgment shall be required of all newly hired
9 employees at the start of their employment.

10 D. Training for All of Successor’s Employees

11 Successor will provide and require all current and new personnel, including
12 managers and supervisors, to attend training on discrimination, harassment, and
13 retaliation once every year for the term of this Decree. The first annual training is
14 to be completed no later than one hundred eighty (180) days after the effective
15 date of this Decree. The written and visual training materials will be presented to
16 the EEOC no later than sixty (60) days after the effective Date of this Decree. If
17 the EEOC is not satisfied as to the sufficiency of the training materials, Successor
18 will consult with the EEOC to address the EEOC’s concerns to the mutual
19 satisfaction of the Court, Successor, and EEOC.

20 At a minimum, the non-discrimination training programs shall include the
21 following:

- 22 1. Instruction on the requirements of all applicable equal
23 employment opportunity laws including, but not limited to its
24 prohibition against sexual harassment, sex discrimination,
25 national origin harassment and discrimination, and retaliation;
- 26 2. A review of Successor’s policies against discrimination and
27 retaliation and of the specific requirements of this Decree;

28 ///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- 3. Training of management, and human resources personnel in receiving complaints sexual harassment, sex discrimination, national origin harassment and discrimination, and retaliation, including but not limited to advising management and supervisory personnel of their duty to actively monitor their work areas to ensure employee compliance with Successor's policies against discrimination and retaliation and to report any incidents and/or complaints of discrimination and/or retaliation to Successor's human resources. Training of management and human resources personnel on discrimination and retaliation-related duties will be conducted separately from training of non-managerial employees; and
- 4. Successor's President, CEO, or an official of the same or higher ranking will appear in person at all of the training sessions required under this Section in order to reiterate Successor's policies and procedures against discrimination and retaliation, to affirm that such conduct shall not be tolerated, and to encourage employees who believe that they have been victims of discrimination or retaliation to use the complaint procedure established by Successor.

E. Training for Successor's Human Resources

Successor will provide and require all human resources personnel to receive specific training on investigating complaints of discrimination, harassment, and retaliation once every year for the term of this Decree. Each training will involve concrete, practical examples for steps to be taken with such investigations. Each training will last a minimum of four (4) hours of actual instruction time. Successor will submit all training materials to be used to comply with section of the Decree to the EEOC for the EEOC's approval within

1 forty-five (45) days of the effective date of this Decree.

2 F. Claimant-Specific Injunctive Relief

3 Within ten (10) days of the Effective Date of this Decree, Successor shall:

4 1. Segregate from the personnel files of the Charging Party and
5 Class Members all references to the Charges of Discrimination
6 filed against The Oil Shoppe or their participation in this
7 action. All of Defendant's records pertaining to the Charge of
8 Discrimination filed by Lavette Castellanos and this litigation
9 shall be maintained confidentially and segregated from Ms.
10 Castellanos' and other known Class Members' personnel files.
11 None of these segregated documents shall be voluntarily
12 disclosed except as required by law; and

13 2. Successor will limit responses to employment reference
14 pertaining to Lavette Castellanos, Daisy Contreras, Nilza De
15 Anda, Naomi Rodriguez, Jessica Cartagena, Maria Martinez,
16 Rebecca Ruiz, and Rodrigo Cisneros to verifying whether
17 each was employed by Defendant and/or Successor, job title,
18 and the time period of such employment. Successor shall
19 designate and identify to the EEOC an employee with the duty
20 of responding to employment references of the above-named
21 individuals. Successor's designated employees shall be
22 required to read, understand, and comply with the terms of this
23 Decree. Defendant shall limit its response to any inquiries
24 regarding Lavette Castellanos, Daisy Contreras, Nilza De
25 Anda, Naomi Rodriguez, Jessica Cartagena, Maria Martinez,
26 Rebecca Ruiz, and Rodrigo Cisneros to referring the inquirer
27 to Successor's designated employee.

28 ///

SCANNED

1 G. Record-Keeping and Reporting Requirements

2 1. Record-Keeping

3 Successor shall maintain the following documents and will make them
4 available to the EEOC within ten business (10) days following a written request
5 from the EEOC to Successor:

- 6 a. All documents generated in connection with all
7 complaints of discrimination and/or retaliation and all
8 investigations and resolution of such complaints for the
9 duration of the Decree;
- 10 b. All forms acknowledging employees' receipt of
11 Successor's revised or modified policies and procedures
12 against discrimination and retaliation;
- 13 c. A list of all persons who attended training required
14 under this Decree;
- 15 d. All documents generated in connection with the
16 monitoring and disciplining of persons determined to
17 have engaged in discrimination or retaliation; and
- 18 e. All documents generated in connection with
19 confidential inquiries into whether any complainant
20 believes he/she has been subjected to retaliation.

21 2. Reporting

- 22 a. Initial Reports
 - 23 i. Within ninety (90) days of the Effective Date of
24 this Decree, Successor shall submit to the EEOC
25 a report which contains:
 - 26 (a) A statement confirming that the required
27 Notice of Terms of the Decree has been
28 posted;

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- (b) Successor's EEO policies and procedures, revised or approved under this Decree by the EEOC, including both Successor's policies and procedures against discrimination and retaliation applicable to all employees and Successor's policies and procedures applicable to supervisors and human resources for receiving, documenting, and investigating complaints of discrimination and retaliation; and
- (c) All acknowledgment forms indicating receipt of the revised anti-discrimination and retaliation policy.
- (d) Confirmation that the Claimant-Specific injunctive relief set forth in *supra* §IX(F) has been carried out.

b. Periodic Reports

- i. Within one hundred eighty (180) days of the Effective Date of the Decree, and every 6 months thereafter for the duration of the Decree, Successor will provide the EEOC a report containing the following information:
 - (a) The lists of all persons who attended each training for all training required under this Decree or that took place within the six (6) months prior to the report;
 - (b) Acknowledgment of receipt of the EEO policies for all employees hired within the preceding six (6) month period;

FILED
SERIALIZED

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

- (c) Copies of all internal discrimination, harassment, and retaliation complaints made since the submission of the immediately preceding report hereunder;
- (d) Copies of all documents generated in the internal investigation of all discrimination, harassment, and retaliation complaints made since the submission of the immediately preceding report hereunder;
- (e) A statement of the result of each internal investigation into the complaint. If no result has been reached at the time of the report, the result shall be submitted within ten (10) business days of Successor's final internal determination on the complaint.
- (f) The identities (by name, address, telephone number, social security number, and date of birth) of the complainant and person who received the complaint;
- (g) Copies of all internal confidential inquiries into potential retaliation issued within the six (6) months prior to the report; and
- (h) Copies of all documents generated in the internal investigation of confidential inquiries into potential retaliation made since the submission of the immediately preceding report hereunder.

///
///

1 **X. MONETARY RELIEF**

2 In settlement of all monetary claims of the Charging Party and Class
3 Members, Defendant agrees to pay a total of Two Hundred Ninety-Nine
4 Thousand Dollars (\$299,000.00) to be distributed among these individuals by the
5 EEOC at its discretion. Within thirty (30) days of the Court's entry of this
6 Consent Decree, the EEOC shall provide in writing to Defendant the specific
7 monetary distribution that is to be provided to the Charging Party and Class
8 Members and their respective addresses where the check should be delivered.
9 Defendant shall issue a check and 1099 form to the Charging Party and Class
10 Members no later than ten (10) days from the date that Defendant receives the
11 EEOC's notice of settlement distribution. Within three (3) business days of the
12 issuance of each check, Defendant shall submit a copy of each check and related
13 correspondence to the Regional Attorney, United States Equal Employment
14 Opportunity Commission, 255 East Temple Street, 4th Floor, Los Angeles, CA
15 90012.

16 Defendant shall prepare and distribute 1099 tax reporting forms to the
17 Charging Party and Class Members and shall make appropriate reports to the
18 Internal Revenue Service and other tax authorities. Defendant shall be solely
19 responsible for any costs associated with the issuance and distribution of the 1099
20 tax reporting forms to the Charging Party and Class Members. Defendant will
21 not withhold any federal or state income taxes, FICA or any other types of payroll
22 deductions from the settlement sums and no FICA contribution will be made by
23 Defendant on any such payment. Charging Party and Class Members shall be
24 solely responsible for taxes payable, if any, on their respective portion of
25 settlement proceeds.

26 **XI. COSTS**

27 All costs associated with executing this Decree and the distribution of the
28 settlement funds to Charging Party and Class Members shall be paid by

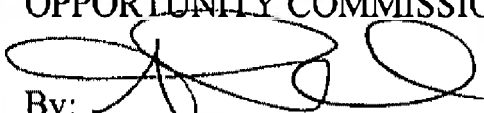
1 Defendant, including without limitation, all costs related to the issuance and
2 mailing of checks and 1099 forms. All costs associated with Defendant's and
3 Successor's injunctive obligations shall be paid by each for its respective
4 injunctive obligations under this Decree. Each Party shall bear its own attorneys'
5 fees and costs incurred in connection with this Decree and this action.

6 **XII. SIGNATURES**

7 By their signatures below, the Regional Attorney for the EEOC and the
8 respective officers and attorneys of Defendant and Successor represent that they
9 have full and complete authority to bind the Parties, their successors and assigns
10 to the terms of this Decree.

11 This Decree may be signed in counterparts. A facsimile signature shall
12 have the same force and effect of an original signature or copy thereof.

13
14 Dated: July 28, 2004

Respectfully submitted,
U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
By: 
Anna Y. Park
Sue J. Noh
Elizabeth Esparza-Cervantes

15
16
17
18
19 Dated: July __, 2004

Attorneys for Plaintiff EEOC
LEWIS BRISBOIS BISGAARD & SMITH
LLP
By: _____
John L. Barber
Jeffrey S. Ranen

20
21
22
23
24 Dated: July __, 2004

Attorneys for Defendant The Oil Shoppe
Defendant The Oil Shoppe
By: _____
Thomas R. Burney, President

25
26
27
28

1 Defendant, including without limitation, all costs related to the issuance and
2 mailing of checks and 1099 forms. All costs associated with Defendant's and
3 Successor's injunctive obligations shall be paid by each for its respective
4 injunctive obligations under this Decree. Each Party shall bear its own attorneys'
5 fees and costs incurred in connection with this Decree and this action.

6 **XII. SIGNATURES**

7 By their signatures below, the Regional Attorney for the EEOC and the
8 respective officers and attorneys of Defendant and Successor represent that they
9 have full and complete authority to bind the Parties, their successors and assigns
10 to the terms of this Decree.

11 This Decree may be signed in counterparts. A facsimile signature shall
12 have the same force and effect of an original signature or copy thereof.

13
14 Dated: July __, 2004

Respectfully submitted,
U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

15
16
17
18
19 Dated: July 27, 2004

By: _____
Anna Y. Park
Sue J. Noh
Elizabeth Esparza-Cervantes
Attorneys for Plaintiff EEOC
LEWIS BRISBOIS BISGAARD & SMITH
LLP

20
21
22
23
24 Dated: July 29, 2004

By: _____
John J. Barber
Jeffrey S. Ranen
Attorneys for Defendant The Oil Shoppe
Defendant The Oil Shoppe

25
26
27
28

By: _____
Thomas R. Burney, President

SCANNED

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: July 27, 2004

Dated: July 28, 2004

By: Thomas R. Burney, President

PRESTON GATES & ELLIS LLP

By: 
Kelly Watten

Attorneys for Successor Alamitos Enterprises, LLC
Successor Alamitos Enterprises, LLC

By: 
Robert Curry, Managing Member

FOR GOOD CAUSE SHOWN,

IT IS SO ORDERED.

Dated: _____

Honorable R. Gary Klausner

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Dated: July __, 2004

PRESTON GATES & ELLIS LLP

By: _____
Keith Watts

Attorneys for Successor Alamitos
Enterprises, LLC

Dated: July __, 2004

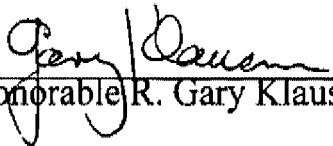
Successor Alamitos Enterprises, LLC

By: _____
Robert Curry, Managing Member

FOR GOOD CAUSE SHOWN,

IT IS SO ORDERED.

Dated: AUG - 3 2004



Honorable R. Gary Klausner

SCANNED

SCANNED

NOTICE OF SETTLEMENT AND CONSENT DECREE

TO: ALL EMPLOYEES OF THE OIL SHOPPE AND ALAMITOS ENTERPRISES, LLC

The U.S. Equal Employment Opportunity Commission ("EEOC") filed a lawsuit in the United States District Court for the Central District of California entitled *EEOC v. The Oil Shoppe, dba Jiffy Lube, et al.*, Case Number CV-03-7548-RGK (CTx). The EEOC's lawsuit alleged that The Oil Shoppe (not Alamitos Enterprises, LLC) unlawfully subjected Charging Party Lavette Castellanos and a class of similarly situated female employees to sexual harassment and sex discrimination. The EEOC also alleged that The Oil Shoppe subjected Ms. Castellanos to unwarranted discipline and termination in violation of Title VII of the Civil Rights Act of 1964, as amended. The Oil Shoppe and Alamitos Enterprises, LLC, the Successor settled the case by entering into a "Consent Decree" with the EEOC agreeing to pay monetary relief to the individuals represented by the EEOC in the lawsuit and to implement company-wide injunctive relief including, but not limited to, providing training to all employees and to submit all inquiries and complaints about discrimination or retaliation to the EEOC for the 2 year term of the Consent Decree. The Oil Shoppe denies all allegations asserted by the EEOC and denies any liability in this matter, but has agreed to be bound by this Consent Decree. Successor Alamitos Enterprises has agreed, by special appearance with the Court and without any acknowledgment of liability or wrongdoing, to be a party to the Consent Decree.

As part of the Consent Decree, The Oil Shoppe and Alamitos Enterprises are providing notice to all of their employees that they will not tolerate discrimination or retaliation of any kind. Alleged violations of The Oil Shoppe's or Alamitos Enterprises' policies against discrimination and retaliation will be thoroughly investigated and kept confidential to the extent possible. Individuals that violate those policies will be subject to discipline up to and including termination of employment. All employees will undergo training to correct and prevent discrimination and retaliation.

Individuals who believe that they have been subjected to discrimination or retaliation can make an internal complaint to their direct supervisor, any supervisor at or about the Assistant Store Manager level, Robert Curry, Managing Member of Alamitos Enterprises, or Christine Johnson (Human Resources). Mr. Curry and Ms. Johnson can both be reached at (714) 236-0715. Any employee who receives a complaint about discrimination or retaliation from a co-worker should report the complaint to the appropriate person(s) within the company.

Regardless of whether you complain internally to The Oil Shoppe or Alamitos Enterprises, you have an absolute right to file a Charge of Discrimination with the EEOC if you feel that you have been discriminated in violation of federal employment discrimination laws. If you feel that you have been retaliated against because of the filing of a Charge of Discrimination, giving testimony, or participating in any manner in any investigation, proceeding or hearing, on discrimination you should contact the EEOC immediately.

Federal law prohibits harassment and other forms of discrimination based on sex, race, color, national origin, age, religion or disability of any employee or applicant for employment with respect to hiring, compensation, promotions, discharge, terms and conditions or privileges of employment.

The Oil Shoppe and Alamitos Enterprises have committed to complying with federal anti-discrimination laws in all respects. The Oil Shoppe and Alamitos Enterprises will not tolerate harassment or any other form of discrimination against any persons based on their sex, national origin, age, race, color, religion, or disability; and will not tolerate retaliation that violates Title VII, the Age Discrimination in Employment Act, the Americans with Disabilities Act or the Equal Pay Act.


If you believe that you have been harassed or discriminated against because of your sex, national origin, age, race, color, religion, or disability; or retaliated against for complaining about discrimination by The Oil Shoppe or Alamitos Enterprises, you may follow The Oil Shoppe's or Alamitos Enterprises' internal procedure or you may seek assistance from U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION located 255 East Temple Street, 4th Floor, Los Angeles, CA 90012. The EEOC's telephone number is (800) 669-4000.

You may obtain a copy of the settlement document ("Consent Decree") at your expense. To obtain a copy, contact the Office of the U.S. District Court Clerk at 312 N. Spring Street, Los Angeles, CA 90012.

All parties, through the undersigned, respectfully apply for and consent to the entry of this Consent Decree Notice.

Dated: July 28, 2004

For Plaintiff EEOC:

By: 

Anna Y. Park, Regional Attorney
EEOC Los Angeles District Office

Dated: July ____, 2004

For Defendant The Oil Shoppe, dba Jiffy Lube:
LEWIS BRISBOIS BISGAARD & SMITH LLP

By: _____
John L. Barber

Dated: July ____, 2004

For Defendant Alamos Enterprises, LLC dba Jiffy Lube:
PRESTON, GATES & ELLIS LLP

By: _____
Keith A. Watts

It is so ORDERED this ____ day of _____, 200__.

Honorable R. Gary Klausner
United States District Court Judge

SCANNED

By:

Anna Y. Park, Regional Attorney
EEOC Los Angeles District Office

Dated: July ____, 2004

For Defendant The Oil Shoppe, dba Jiffy Lube:
LEWIS BRISBOIS BISGAARD & SMITH LLP

By:

John L. Barber

FILED
JUL 28 2004
FBI

Dated: July 28, 2004

For Defendant Alamos Enterprises, LLC dba Jiffy Lube:
~~PRESTON, GATES & ILLIS LLP~~

By:

~~Kelvin A. Watts~~

It is so ORDERED this ____ day of _____, 200__.

Honorable R. Gary Klausner
United States District Court Judge

Dated: July 29, 2004

For Defendant The Oil Shoppe, dba Jiffy Lube:
LEWIS BRISBOIS RISGAARD & SMITH LLP

By: [Signature]
John L. Barber

U.S. DISTRICT COURT

Dated: July _____, 2004

For Defendant Alamos Enterprises, LLC dba Jiffy Lube:
PRESTON, GATES & ELLIS LLP

By: _____
Keith A. Watts

It is so ORDERED this _____ day of _____, 200_____.

Honorable R. Gary Klausner
United States District Court Judge

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

DECLARATION OF SERVICE

I am, and was at the time the herein mentioned service took place, a citizen of the United States, over the age of eighteen (18) years and not a party to the above-entitled cause.

I am employed in the Legal Unit of the Los Angeles District Office of the United States Equal Employment Opportunity Commission.

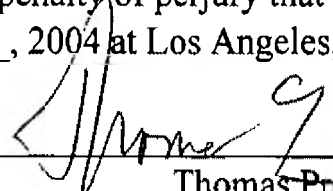
My business address is Equal Employment Opportunity Commission, Los Angeles District Office, 255 East Temple Street, Fourth Floor, Los Angeles, CA 90012.

On the date that this declaration was executed, as shown below, I served the foregoing **[PROPOSED] CONSENT DECREE** via regular mail in a sealed envelope with postage therein fully prepaid and via facsimile at Los Angeles, County of Los Angeles, State of California, to the party below:

John L. Barber
Jeffrey S. Ranen
LEWIS BRISBOIS BISGAARD & SMITTH LLP
221 North Figueroa Street, Suite 1200
Los Angeles, CA 90012

Keith Watts
Preston Gates & Ellis LLP
1900 Main St #600
Irvine, CA 92614-7319

I declare under penalty of perjury that the foregoing is true and correct Executed on July 29, 2004 at Los Angeles, California.



Thomas Profit