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23 **UNITED STATES DISTRICT COURT**
24 **EASTERN DISTRICT OF CALIFORNIA**

U.S. Equal Employment Opportunity Commission v. Timeless Investments, Inc. et al

Doc. 67

25 U.S. EQUAL EMPLOYMENT
26 OPPORTUNITY COMMISSION,

27 Plaintiff,

28 vs.

29 TIMELESS INVESTMENTS, INC. dba
30 EZ TRIP GOLDEN STATE
31 CONVENIENCE AND AUTO/TRUCK
32 PLAZA, and DOES 1-10, Inclusive,

33 Defendant(s).

FILED

FEB 16 2011

CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY 
DEPUTY CLERK

Case No.: 1:08-CV-01469-AWI-SMS

~~PROPOSED~~ **CONSENT DECREE;
ORDER**

1 **I.**

2 **INTRODUCTION**

3 Plaintiff U.S. Equal Employment Opportunity Commission (the "EEOC" or
4 "Commission") and Defendant Timeless Investments, Inc. dba EZ Trip Golden
5 State Convenience and Auto/Truck Plaza (referred to as "EZ Trip") hereby
6 stipulate and agree to the entry of this Consent Decree (the "Decree") to resolve
7 Plaintiff EEOC's Complaint, filed under the Age Discrimination in Employment
8 Act of 1967, as amended, 29 U.S.C. section 621 et seq. ("the ADEA"). The
9 EEOC's complaint alleges that James Rex and Larry Carlberg, hereafter referred to
10 as the "Charging Parties" and other similarly situated individuals were subject to
11 discrimination on the basis of age (40 and over) by EZ Trip's failure and/or refusal
12 to hire them. Defendant denies these allegations.

13 **II.**

14 **PURPOSES AND SCOPE OF THE CONSENT DECREE**

15 A. The Parties to this Decree are the EEOC and EZ Trip. This Decree
16 shall be binding on and enforceable against EZ Trip and its officers, directors,
17 agents, successors, and assigns. Collectively, the EEOC and EZ Trip are referred
18 to herein as the "Parties."

19 B. The Parties have entered into the Decree for the following purposes:
20 1. To provide the appropriate monetary and injunctive relief;
21 2. To ensure that EZ Trip's employment policies and practices are
22 in compliance with federal law;
23 3. To ensure a work environment is free from age discrimination;
24 4. To ensure training for EZ Trip's managers, supervisors, all
25 office personnel, and non-management employees with respect to the law against
26 age discrimination;
27 5. To provide an appropriate and effective mechanism for
28 handling complaints of age discrimination in the workplace;

1 B. Except as otherwise provided here, the Decree shall remain in effect
2 for three (3) years after the Effective Date.

3
4 **V.**

5 **MODIFICATION AND SEVERABILITY**

6 A. This Decree constitutes the complete understanding of the parties with
7 respect to the matters contained here. No waiver, modification, or amendment of
8 any provision of this Decree will be effective unless made in writing and signed by
9 an authorized representative of each of the parties.

10 B. If one or more provisions of the Decree are rendered unlawful or
11 unenforceable, the Parties shall make good faith efforts to agree upon appropriate
12 amendments to this Decree to effectuate the purposes of the Decree. In any event,
13 the remaining provisions will remain in full force and effect, unless the purposes of
14 the Decree cannot be achieved despite the Parties' reasonable efforts.

15 C. By mutual agreement of the Parties, this Decree may be amended or
16 modified in writing in the interests of justice and fairness to effectuate the
17 provisions of this Decree.

18 **VI.**

19 **JURISDICTION**

20 A. The Court has jurisdiction over the Parties and the subject matter of
21 this lawsuit. The Complaint asserts claims that, if proven, would authorize the
22 Court to grant the equitable relief set forth in this Decree. The terms and
23 provisions of this Decree are fair, reasonable, and just. This Decree conforms with
24 the Federal Rules of Civil Procedure and the ADEA and is not in derogation of the
25 rights or privileges of any person.

26 B. The Court shall retain jurisdiction of this action during the duration of
27 the Decree for the purposes of monitoring and entering all orders, judgments, and
28 decrees that may be necessary to implement the relief provided here.

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VII.

COMPLIANCE AND DISPUTE RESOLUTION

A. The Parties agree that if the EEOC has reason to believe that EZ Trip has failed to comply with any provision of this Consent Decree, the EEOC may petition or may bring an action before this Court to enforce the Decree. Prior to initiating such petition or action, the EEOC will notify EZ Trip's legal counsel of record, in writing, of the nature of the dispute. This notice shall specify the particular provision(s) that the EEOC believes has / have been breached. Absent a showing by either party that the delay will cause irreparable harm, EZ Trip shall have thirty (30) days from receipt of EEOC's notice of the alleged breach to attempt to resolve or cure the breach.

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

C. After thirty days have passed with no resolution or agreement to extend the time further, the EEOC may petition or bring an action before this Court for compliance with this Decree. The EEOC may seek all available relief, including, but not limited to, an extension of the terms of the Decree for such period of time as EZ Trip is shown to be in breach of the Decree.

VIII.

MONETARY RELIEF

A. In settlement of all monetary claims of EEOC's case, EZ Trip shall pay a total of eleven thousand five hundred dollars (\$11,500.00) to Larry Carlberg.

B. Within ten (10) days of the Effective Date, EZ Trip shall send a check to Larry Carlberg via certified mail, return receipt requested, a check or money order. Mr. Carlberg's current address shall be supplied by the EEOC.

C. EZ Trip shall prepare and distribute Form I099 or equivalent form(s) to Mr. Carlberg when due; and shall make the appropriate reports to the Internal Revenue Service and other tax authorities.

1 D. On the same day as when the settlement check, and/or money order is
2 sent to Mr. Carlberg, EZ Trip shall submit a copy of the check and related
3 correspondence to Anna Park, EEOC Regional Attorney at the office address on
4 the caption page of this Decree.

5 **IX.**

6 **GENERAL INJUNCTIVE RELIEF**

7 A. Anti-Discrimination Provision

8 EZ Trip, its respective officers, directors, agents, successors and assigns,
9 management (including all managers and supervisors) office personnel, and non-
10 management employees while so employed and all those in active concert or
11 participation with them, or any of them, are enjoined:

12 1. from engaging in discrimination or harassment of any person on
13 the basis of his or her age;

14 2. from asking applicant's their dates of birth and/or ages at the
15 time they submit their employment applications;

16 3. from using the applicant's dates of birth and/or ages in
17 determining whether to hire an individual;

18 4. from engaging in or being a party to any action, policy, or
19 practice that is intended or is known to them to have the effect of discriminating,
20 harassing, or intimidating any employee on the basis of age; and

21 5. from creating, facilitating or permitting the existence of a work
22 environment that is hostile to employees on the basis of age.

23 6. from discriminating against any employee or applicant for
24 employment on the basis of age. EZ Trip, its officers, agents and management
25 (including all managers, and supervisors), office personnel, and non-management
26 employees, successors, assigns, and all those in active concert or participation with
27 them, or any of them, shall afford employees over the age of 40 the same
28 employment opportunities and terms and conditions of employment, including, but

1 not limited to, interviewing and hiring decisions, terminations decisions, transfers,
2 demotions, assignment to jobs, performance appraisals, promotions and layoffs as
3 EZ Trip affords similarly situated, equally qualified, employees who are 40 years
4 or younger.

5 B. Recruiting and Hiring

6 EZ Trip shall endeavor to increase diversity in the workforce by undertaking
7 reasonable recruitment and hiring efforts. In pursuing this endeavor, EZ Trip shall
8 engage in the following activities to promote hiring of individuals over the age of
9 40:

10 1. EZ Trip should engage in reasonable recruitment efforts, which at the
11 minimum consists of advertising of openings in at least one publication, including
12 but not limited to the Fresno Bee, read by individuals over the age of 40 as it has
13 openings for employees.

14 2. EZ Trip shall make good faith efforts to hire individuals over the age
15 of 40. If the individual(s) hired for each opening during the consent decree is not
16 over the age of 40, EZ Trip must explain in writing to the EEOC why the
17 individual was hired over the other applicants who applied in accordance with
18 Section X (Record Keeping and Reporting).

19 3. If the EEOC finds that EZ Trip fails to engage in reasonable
20 recruitment efforts; or that EZ Trip's reason(s) for not hiring individual(s) over the
21 age of 40 is not supported by the reporting documents or if the non-hiring is in
22 violation of the anti-discrimination provisions of ADEA, the EEOC shall follow
23 the procedure set out in Section VII for resolution of any dispute or enforcement of
24 the Decree.

25 C. Anti-Retaliation Provision

26 EZ Trip, its respective officers, directors, agents, successors and assigns,
27 management (including all managerial employees) and non-management
28 employees, and all those in active concert or participation with them, or any of

1 them, are enjoined from engaging in, implementing or permitting any action,
2 policy, or practice with the purpose of retaliating against any current or former
3 employee or applicant because he or she has in the past or in the course of this
4 action:

- 5 1. opposed any practice made unlawful under the ADEA;
- 6 2. filed a charge discrimination alleging such practice;
- 7 3. testified or participated in any manner in any investigation
8 (including without limitation, any internal investigation undertaken by EZ Trip) or
9 proceeding in connection with this case and/or relating to any claim against EZ
10 Trip of age discrimination;
- 11 4. was identified as a possible witness or claimant in this action;
- 12 5. asserted any right under this Decree; or
- 13 6. sought and/or received relief in accordance with this Decree.

14 D. Posting of Notice of Consent Decree

15 Within ten (10) days after the Effective Date and throughout the term of this
16 Decree, EZ Trip shall post a full-sized or ("8.5 x 11") copy of the Notice of
17 Consent Decree, attached to the Decree as Attachment A, in a clearly visible
18 location frequented by employees (i.e. break rooms or bulletin boards with other
19 employee notices) in its facilities in California covered by the Decree that are
20 operational during the term of the Decree.

21 E. Equal Employment Opportunity Consultant

22 1. Within thirty (30) days after the Effective Date, EZ Trip shall
23 propose to the EEOC for approval an Equal Employment Opportunity Consultant
24 ("Consultant"). EZ Trip shall retain the Consultant to monitor its compliance with
25 the ADEA and this Decree. The Consultant shall have demonstrated experience in
26 the area of employment discrimination and/or harassment; and recruitment/hiring
27 issues to implement and monitor EZ Trip's compliance with the ADEA and the
28 provisions of this Decree.

1 The Consultant shall be subject to the EEOC's approval, which shall not be
2 unreasonably withheld. If the EEOC does not approve EZ Trip's proposed
3 Consultant, the EEOC shall provide EZ Trip with a list of at least three suggested
4 candidates acceptable to the EEOC, at least one candidate must be from the Fresno
5 local area, and EZ Trip shall retain one these three candidates within 30 business
6 days upon the EEOC's notice. EZ Trip shall bear all costs associated with the
7 selection and retention of the Consultant and the performance of his/her/its duties.

8 The Consultant's responsibilities shall include assisting and ensuring EZ Trip:

9 a. to develop procedures in recruiting, screening, interviewing, selecting,
10 rejecting and hiring individuals without regard to their age and in compliance with
11 the ADEA;

12 b. to create, revise, apply, and implement its new objective hiring criteria
13 and its policies, procedures and reporting/auditing procedures to carry out EZ
14 Trip's obligations under this Decree;

15 c. to ensure that all reports required by this Decree are accurately
16 compiled and timely submitted;

17 d. to ensure compliance with the terms of this Decree;

18 e. to assist EZ Trip in developing procedures to handle complaints of
19 age discrimination and/or harassment;

20 f. to assist EZ Trip in creating, applying and implementing its new anti-
21 discrimination policy and reporting procedure to more effectively carry out its
22 obligations under this Decree;

23 g. to assist EZ Trip in training managers, supervisors, office personnel,
24 and non-management employees on their rights and responsibilities under the
25 ADEA, including, but not limited to, the responsibilities to provide a workplace
26 free of discrimination; the recruiting and hiring of individuals in compliance with
27 the ADEA; and policies and procedures relating to age discrimination and/or
28 harassment;

1 h. to assist EZ Trip in monitoring and assuring the proper investigation
2 of all complaints of age discrimination;

3 i. to assist EZ Trip in properly communicating with complainants
4 regarding the complaint procedure, status of the complaint/investigation, results of
5 the investigation, and any remedial action taken;

6 j. to assist EZ Trip in creating appropriate and consistent disciplinary
7 policies to hold employees and managers accountable for failing to take
8 appropriate action and/or for engaging in conduct prohibited under this Decree.

9 F. Creation of Policy Concerning Age Discrimination

10 1. Within ninety (90) days of the Effective Date, EZ Trip, with the
11 assistance of its Consultant, shall create a policy on age discrimination, and
12 recruitment/hiring and distribute, and implement its policies and procedures
13 against discrimination and retaliation prohibited by the ADEA (the "Policy"). The
14 policy shall include:

15 a. a clear objective hiring criteria which expressly prohibit
16 hiring decisions on the basis of race, color, national origin, sex, age, disability,
17 creed/religion, or any other protected category;

18 b. a clear explanation of prohibited conduct that discriminates on the
19 basis of age, including but not limited to specific policies and procedures for
20 hiring, discipline, termination, promotion, transfer, daily job assignment, and any
21 other terms and conditions of employment;

22 c. an assurance that employees who make complaints of age
23 discrimination and/or harassment or provide information related to such complaints
24 will be protected against retaliation;

25 d. a clearly described complaint process for age discrimination that
26 provides accessible avenues of complaint against co-workers, including the
27 complainant's supervisors;

28

1 e. an assurance that EZ Trip will protect the confidentiality of
2 discrimination complaints to the extent possible from being disclosed to those who
3 do not need to know;

4 f. a complaint process that provides a prompt, thorough, and impartial
5 investigation;

6 g. a procedure for communicating with the complainant in writing
7 regarding the status of the complaint / investigation, results of the investigation,
8 and if any remedial action was taken; and

9 h. assurance that EZ Trip will take immediate and appropriate corrective
10 action when it determines that age discrimination and/or harassment has occurred.

11 i. a clear explanation of prohibited conduct which includes asking at the
12 time they submit their employment applications; and/or using the applicant's dates
13 of birth and/or ages in determining whether to hire an individual.

14 2. Procedure for Handling Complaints

15 EZ Trip further agrees that its policy and complaint procedure shall state
16 how its staff will handle complaints of age discrimination made by employees.

17 3. Performance Evaluations

18 EZ Trip shall hold its managers, supervisors, and human resources
19 personnel accountable for engaging in discrimination, or for failing to comply
20 with EZ Trip's discrimination and anti-retaliation policies and procedures in such
21 supervisory employee's annual performance evaluation.

22 G. Distribution of EZ Trip's Policies Against and Complaint Procedures
23 for Age Discrimination

24 1. Within ninety (90) days of the Effective Date, EZ Trip shall post for
25 the duration of the Decree a full-sized copy or ("8.5 x 11") of its policy against and
26 complaint procedure for age discrimination. The posting shall be in a clearly
27 visible location frequented by employees (i.e. break rooms or bulletin boards with
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1 other employee notices) at its facilities that are operational during the term of the
2 Decree in California.

3 2. Within one hundred and twenty (120) days of the Effective Date, EZ
4 Trip shall distribute its policy against and complaint procedure for age
5 discrimination to all of its employees at its facilities that are operational during the
6 term of the Decree in California.

7 3. For the remainder of the term of this Decree, all new employees hired
8 shall receive within thirty (30) days of hire EZ Trip's policy against and complaint
9 procedure for age discrimination.

10 4. For the remainder of the term of this Decree, all employees promoted
11 from non-managerial to managerial positions shall receive within thirty days of
12 promotion any policies and procedures of EZ Trip's against and about age
13 discrimination.

14 H. Training

15 1. Within one hundred and twenty (120) days of the Effective Date, EZ
16 Trip shall review with the EEO Consultant and revise its training of the law against
17 age discrimination under ADEA, its recruitment and/or procedures for hiring
18 individuals over the age of 40 in compliance with ADEA, and its policy against
19 and complaint procedure for age discrimination.

20 2. Within one hundred and fifty (150) days after the Effective Date, the
21 EZ Trip, with the assistance of the Consultant, if necessary, shall provide live
22 training(s) of at least 2 hours in duration about the law against age discrimination
23 under ADEA, its recruitment and/or procedures for the hiring of individuals over
24 the age of 40 in compliance with ADEA, and its policy against and complaint
25 procedure for age discrimination to its managerial, supervisors, human resources
26 employees, office personnel employees, and/or those employees who work at the
27 corporate offices.

28

1 3. The training of managerial employees, including, but not limited to
2 managers, supervisors, human resources employees, office personnel employees,
3 and/or those employees who work at the corporate offices shall additionally
4 include training on how to receive, investigate, or report to designated officials
5 complaints of age discrimination; how to take preventive and corrective measures
6 against age discrimination; and how to recruit and/or procedures for the hiring
7 individuals over 40 years of age. The training shall provide concrete examples of
8 potentially discriminatory conduct and shall include but not be limited to examples
9 of prohibited conduct pertaining to hiring, job assignment, attendance, discipline,
10 promotions, transfers, and/or terminations.

11 4. Within one hundred and fifty (150) days after the Effective Date, EZ
12 Trip's manager(s), with the assistance of the Consultant, if necessary, shall provide
13 to its non-managerial employees a separate video-taped training with a live
14 component of at least 1 hour in duration about its recruitment and/or procedures for
15 the hiring of individuals over the age of 40 and its policy against and complaint
16 procedure for age discrimination. The consultant may determine the appropriate
17 forum for the live component for this training, including having EZ Trip's
18 managers who have undergone the training in this section to conduct the live
19 component to non-managerial employees. If this training is conducted by video,
20 the live component of the training shall allow the non-managerial employees to ask
21 questions and to confirm that they understand the video-taped training. The
22 employees to be trained are all of those who work at facilities in California that are
23 operational during the term of the Decree. All person required to attend such
24 training shall verify their attendance in writing.

25 5. After the initial trainings described in paragraphs 2, 3, and 4 of this
26 section, EZ Trip shall conduct annual training (every twelve (12) months thereafter
27 for the term of this Decree) in compliance with the required training set forth in
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1 paragraphs 2, 3, and 4 of this section to its managerial and human resources
2 personnel; and its non-managerial employees.

3 6. For any employees who miss the scheduled training described in this
4 section, EZ Trip shall show a videotape of the scheduled training to these
5 employees within thirty (30) days of the scheduled training.

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7 **X.**

8 **RECORD KEEPING AND REPORTING**

9 **A. Record Keeping**

10 EZ Trip shall work with the Consultant to establish a record-keeping
11 procedure that provides for the centralized tracking of employment decisions,
12 including but not limited to, its recruitment and/or hiring of individuals over 40
13 years of age, promotion, transfer, job assignment, discipline, and/or termination,
14 complaints of age discrimination, and the monitoring of such decisions and
15 complaints to prevent discrimination on the basis of age or retaliation. EZ Trip
16 shall establish a system whereby decision-makers create appropriate
17 documentation of any decision to hire, terminate, evaluate, transfer, demote,
18 promote or otherwise change the employment status of any employee, including
19 any analyses conducted for those decisions, the ultimate reasons for the decision
20 was made, and the identity of each person involved in the decision-making
21 process.

22 EZ Trip shall establish systems whereby documents pertaining to a
23 particular employee are collected and maintained in a centralized personnel file
24 specifics to that employee. The records to be maintained shall include:

25 1. All documents generated in connection with the recruitment and/or
26 hiring of individuals for the duration of the Decree and the identities and contact
27 information of the individuals who were recruited and/or interviewed. The
28 information / documents to be retained included the following:

1 a. Copies of all employment applications and/or resumes,
2 cover letters, submitted to EZ Trip for the duration of the Decree;

3 b. Copies of all employment applications and/or resumes,
4 cover letters, submitted to EZ Trip that were reviewed by EZ Trip's personnel in
5 determining whether to hire individual(s) for the duration of the Decree, such
6 application should also contain: (1) the name(s) of the person(s) who reviewed the
7 applications, (2) the date the applications were reviewed, and (3) the position that
8 the applicant was applying for;

9 c. If the individual(s) hired for each opening during the
10 consent decree is not over the age of 40, EZ Trip must explain in writing on the
11 employment application why the individual was hired over the other applicants
12 who applied.

13 d. What positions were available for hiring?

14 e. For each position where someone was hired, retain a
15 copy of each application for which the applicant applied?

16 f. For each position where someone was hired, what was
17 his or her age?

18 g. For each position where someone was hired, who was
19 offered positions, but declined the employment offer?

20 h. For each position where someone was hired, who, if any,
21 voluntarily withdrew from consideration for a position;

22 All recruitment materials, descriptions of positions, employment
23 applications, and all other documents related to hiring for all positions and the
24 individuals who applied for all positions must be retained during the term of the
25 Consent Decree and EZ Trip shall provide to the Commission such documents
26 upon pursuant to Section X. B.1.K. (Reporting).

27 2. All documents generated in connection with any complaint,
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1 investigation into, or resolution of every complaint of age discrimination for the
2 duration of the Decree and the identities of the parties involved;

3 3. All forms acknowledging each employee's receipt of EZ Trip's policy
4 against and complaint procedure regarding age discrimination;

5 4. A list of the dates of the training required under this Decree that
6 shows the names and positions of all attendees for each one.

7 5. EZ Trip shall provide to the Commission upon request all documents
8 generated in connection with any ADEA complaint, investigations, and
9 resolutions. The Commission shall give EZ Trip 30 Days notice of any request for
10 documents pursuant to this paragraph.

11 B. Reporting

12 EZ Trip shall provide the following reports to the Commission in writing, by
13 mail, or by facsimile:

14 1. Within one hundred and fifty (150) days after the Effective Date and
15 annually thereafter (with the last reporting one month before the end of the
16 Consent Decree) for the term of the Decree, EZ Trip shall submit to the
17 Commission the following:

18 a. verification that the Notice of Consent Decree (Attachment A)
19 has been posted in compliance with the Consent Decree;

20 b. its recruitment and/or procedures for the hiring of individuals
21 over 40 years of age;

22 c. its policy against and complaint procedure for age
23 discrimination after consultation with the EEO Consultant in compliance with the
24 Consent Decree;

25 d. verification that its current or revised policy against and
26 complaint procedure for age discrimination have been posted in compliance with
27 the Consent Decree;

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1 e. verification of the distribution to EZ Trip's employees of its
2 recruitment and/or procedures for the hiring of individuals over 40 years of age,
3 and its policy against and complaint procedure for age discrimination in
4 compliance with the Consent Decree; and the employee's acknowledgments of the
5 receipt of the policy and complaint procedure;

6 f. a copy of EZ Trip's training materials and schedule of training;

7 g. verification that all applicable managerial and non-managerial
8 employees have been trained in compliance with the Consent Decree;

9 h. the signed acknowledgments of the employees who have been
10 trained in compliance with the Consent Decree;

11 i. verification that a record keeping system has been established
12 for the tracking of age discrimination complaints, the recruitment and/or hiring of
13 individuals over 40 years of age, the employees' acknowledgment of the receipt of
14 EZ Trip's policy against and complaint procedure for age discrimination, and the
15 attendance / completion of all of its employees in training concerning its policy
16 against and complaint procedure on age discrimination in compliance with the
17 Consent Decree; and

18 j. a summary report of their investigation into any complaint
19 about age discrimination, if any. The investigation report shall include the
20 following for each complaint during the reporting period:

21 (1) the name and age of the complaining party(ies);

22 (2) the date of the complaint;

23 (3) the name and title of the person(s) who
24 conducted the investigation into the
25 complaint;

26 (4) the nature of the complaint (i.e. comments, etc.);

27 (5) the date of the commencement and
28 completion of the investigation;

- 1 (6) a brief description of the investigation (i.e.
2 number of persons interviewed, materials
3 reviewed);
4 (7) the outcome of the investigation and any
5 action taken; and.
6 (8) the existence of previous complaints by the
7 complainant of age discrimination. If so, the
8 report should also include the outcome of the prior
9 investigations.

10 k. Copies of all employment applications and/or a summary report
11 of the hiring during the Reporting Period. The report should provide the following
12 information:

- 13 1. Copies of all employment applications and/or resumes,
14 cover letters, submitted to EZ Trip for the duration of the Decree;
15 2. Copies of all employment applications and/or resumes,
16 cover letters, submitted to EZ Trip that were reviewed by EZ Trip's personnel in
17 determining whether to hire individual(s) for the duration of the Decree, such
18 application should also contain: (1) the name(s) of the person(s) who reviewed the
19 applications, (2) the date the applications were reviewed, and (3) the position that
20 the applicant was applying for;
21 3. If the individual(s) hired for each opening during the
22 consent decree is not over the age of 40, EZ Trip must explain in writing on the
23 employment application why the individual was hired over the other applicants
24 who applied.
25 4. What positions were available for hiring?
26 5. For each position where someone was hired, who was
27 hired and what was his or her age?
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XIV.

MISCELLANEOUS PROVISIONS

A. During the term of this Decree, EZ Trip shall provide any potential successor-in-interest with a copy of this Decree within a reasonable time of not less than thirty days prior to the execution of any agreement for acquisition or assumption of control of any or all of EZ Trip's operations, or any other material change in corporate structure, and shall simultaneously inform the EEOC of the same.

B. During the term of this Decree, EZ Trip and its successors shall assure that each of its officers, managers, and supervisors is aware of any term in this Decree which is related to his/her job duties.

C. Unless otherwise stated, all notices, reports, and correspondence required under this Decree shall be delivered to the attention of Anna Y. Park, Regional Attorney, U.S. Equal Employment Opportunity Commission, 255 E. Temple Street, 4th Floor, Los Angeles, CA 90012; facsimile number (213) 894-1301. All notices to EZ Trip shall be sent to EZ Trip's counsel at 1250 Fulton Mall, Fresno, CA 93721, unless otherwise changed by counsel and/or EZ Trip.

D. The parties agree to entry of this Decree and judgment subject to final approval by the Court.

Dated: January 2, 2011

**U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION**

ANNA Y. PARK
DEREK W. LI
LORENA GARCIA-BAUTISTA
AMRITA MALLIK

By: 
Anna Y. Park
Regional Attorney
U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

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Dated: December ~~XX~~, 2010

DEFENDANT TIMELESS
INVESTMENTS, INC.

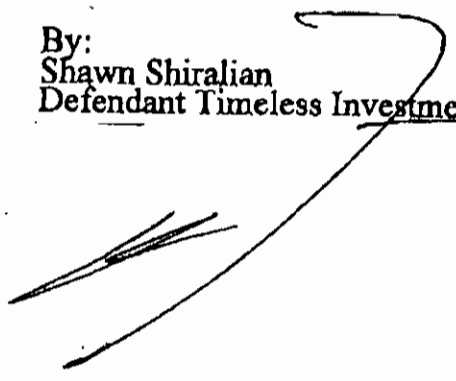
YARRA, KHARAZI & ASSOCIATES
H. Ty Kharazi

By: 
~~H. Ty Kharazi~~
Attorney for Defendant Timeless
Investments, Inc.

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Dated: December ~~XX~~, 2010

By:
Shawn Shiralian
Defendant Timeless Investments, Inc.



[PROPOSED] ORDER


GOOD CAUSE APPEARING,

The provisions of the foregoing Consent Decree are hereby approved and compliance with all provisions thereof is **HEREBY ORDERED.**

IT IS SO ORDERED.

Date: ~~January~~ ^{February} 16, 2011

By


The Honorable Anthony W. Ishii
United States District Court Judge

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EXHIBIT A

EXHIBIT A



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Los Angeles District Office

255 E. Temple Street, 4th Floor
Los Angeles, CA 90012

Intake Information Group: (800) 669-4000
Intake Information Group TTY: (800) 669-6820
Los Angeles Status Line: (866) 408-8075
Los Angeles Direct Dial: (213) 894-1096
TTY (213) 894-1121
FAX (213) 894-1118

NOTICE OF SETTLEMENT AND CONSENT DECREE

TO: ALL EMPLOYEES

The U.S. Equal Employment Opportunity Commission ("EEOC") filed a lawsuit in the United States District Court for the Eastern District of California against Timeless Investments, Inc. dba EZ Trip Golden State Convenience and Auto/Truck Plaza, Case Number 1:08-CV-01469-AWI-SMS alleging Defendant failed or refused to hire applicants because of their age (40 and over). Timeless Investments, Inc. settled the case by entering into a "Consent Decree" with the EEOC.

Pursuant to the Consent Decree, Timeless Investments, Inc. agrees to several remedies, including, but not limited to economic and injunctive relief such as having policies and procedures against age discrimination; hiring an outside monitor to oversee compliance with the ADEA; training employees regarding age discrimination; and providing EEOC with periodic reporting regarding the injunctive remedies. Employees of Timeless Investments, Inc. are being given notice that any violations of Timeless Investments, Inc.'s policy against discrimination will be thoroughly investigated. Individuals found to have violated that policy will be subject to discipline up to and including termination of employment.

Federal law requires that there be no discrimination against any employee or applicant for employment because of a person's age, disability, race, sex, color, religion or national origin, with respect to hiring, compensation, promotions, discharge, terms and conditions, or privileges of employment. Federal law also does not tolerate retaliation against any employee because of the filing of a charge of discrimination, giving testimony or assistance, or participation in any manner in any investigation.

If you believe that you have been discriminated against because of your sex, national origin, age, race, color, religion, or disability, you may follow Timeless Investments, Inc.'s internal procedure and/or you may seek assistance from:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
2300 Tulare Street, Suite 215
Fresno, CA 93721
TELEPHONE NUMBER: (559) 487-5793