

**FILED**  
U.S. DISTRICT COURT  
ALBUQUERQUE, NEW MEXICO

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

JAN 11 2000

*[Handwritten Signature]*  
CLERK

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )  
 )  
Plaintiff, ) CIV 99-0075 JP/JHG  
 )  
v. )  
 )  
HONSTEIN OIL CO., )  
d/b/a CHEVRON XPRESS and )  
EMPLOYER'S DEPOT, INC., d/b/a )  
RESOURCE NETWORK LEASING, INC., )  
 )  
Defendants. )  
\_\_\_\_\_ )

**STIPULATION AND ORDER OF DISMISSAL AS TO  
EMPLOYER'S DEPOT, INC., D/B/A RESOURCE NETWORK LEASING, INC.**

The United States Equal Employment Opportunity Commission (the "Commission" or "EEOC") and Employer's Depot, Inc., d/b/a Resource Network Leasing, Inc., ("RNLI"), have reached a settlement of this matter as to defendant RNLI-resolving all claims of the Commission, Ramona Encinias and Cynthia Ridgeway against defendant RNLI arising out of the issues in this lawsuit, including claims for punitive damages. The terms of the settlement are set forth in the Settlement Agreement incorporated herein and attached as Exhibit A.


It is hereby ORDERED that the parties abide by the terms of the attached Settlement Agreement. The Court shall retain jurisdiction over any action to enforce the Settlement Agreement for one year following the entry of this Order; provided, however, that upon

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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 as to defendant RNLI only, with EEOC and RNLI to bear their 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.

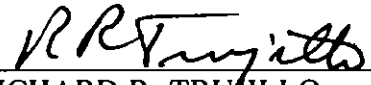
  
\_\_\_\_\_  
HONORABLE JAMES A. PARKER  
UNITED STATES DISTRICT COURT JUDGE

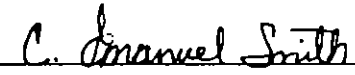
APPROVED AND CONSENTED TO:

C. GREGORY STEWART  
General Counsel Designate

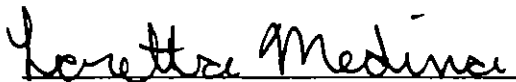
GWENDOLYN YOUNG REAMS  
Associate General Counsel

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

  
RICHARD R. TRUJILLO  
Regional Attorney

  
C. EMANUEL SMITH  
Supervisory Trial Attorney

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
3300 N. Central Ave., Suite 690  
Phoenix, Arizona 85012

  
LORETTA MEDINA  
Trial Attorney

VERONICA A. MOLINA  
Trial Attorney

  
NANCY FRANCHINI

GALLAGHER, CASADOS & MANN, P.C.  
317 Commercial N.E. , 2<sup>nd</sup> Floor  
Albuquerque, New Mexico 87102  
(505) 243-7848

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
Albuquerque District Office  
505 Marquette NW, Suite 900  
Albuquerque, New Mexico 87102-2189  
(505) 248-5230

Attorneys for Employer's Depot, Inc.  
d/b/a Resource Network Leasing, Inc.

Attorneys for Plaintiff

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FOR THE DISTRICT OF NEW MEXICO

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d/b/a CHEVRON XPRESS and )  
EMPLOYER'S DEPOT, INC., d/b/a )  
RESOURCE NETWORK LEASING, INC., )  
 )  
Defendants. )

CIV 99-0075 JP/JHG

**SETTLEMENT AGREEMENT  
AS TO EMPLOYER'S DEPOT,  
INC., d/b/a RESOURCE  
NETWORK LEASING, INC.**

The United States Equal Employment Opportunity Commission (the "Commission" or "EEOC") filed this action against Honstein Oil Company, d/b/a Chevron Xpress and Employer's Depot, Inc., d/b/a Resource Network Leasing, Inc., ("RNLI"), 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.

This agreement is made between EEOC and RNLI only. This agreement is not intended to resolve any claims the EEOC has against Honstein Oil Company, d/b/a Chevron Express.

EEOC and RNLI 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 RNLI, nor an adjudication on the merits of the allegations of the complaint as to RNLI.

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

2. RNLI expressly acknowledges that the Commission may bring an action to enforce any terms of this agreement.

3. RNLI shall be dismissed from this action upon execution of this agreement subject to the following terms.

A. RNLI agrees to pay the sums for monetary relief pursuant to paragraphs 4 and 5 of this agreement.

B. RNLI has represented to the Commission that it does not presently have any employees in the State of New Mexico and it does not have any plans to have employees in the State of New Mexico during the one year term of this agreement.

C. RNLI agrees to reasonably cooperate with the Commission in the litigation of claims against Houstain Oil Company. Such cooperation shall include fully complying with subpoenas for relevant documents in the custody or control of RNLI and complying with subpoenas for testimony by depositions or at trial, if necessary.

#### **RELIEF TO CHARGING PARTIES**

4. Judgement is entered against RNLI in favor of the Commission for the benefit of Ramona Encinias in the amount of \$5,000.00 in punitive damages payable directly to Ramona

Encinias. In exchange for payment of this amount, Ms. Encinias will deliver to RNLI a release in a form acceptable to Ms. Encinias and RNLI.

5. Judgment is entered against RNLI, in favor of the Commission for the benefit of Cynthia Ridgeway in the amount of \$5,000.00 in punitive damages payable directly to Cynthia Ridgeway. In exchange for payment of this amount, Ms. Ridgeway will deliver to RNLI a release in a form acceptable to Ms. Ridgeway and RNLI.

6. RNLI shall pay the settlement amounts described in paragraphs 4 and 5 of this agreement via business check within fourteen days of the entry of this agreement.

7. The checks provided for in paragraphs 4 and 5 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 ten days of issuance of the checks, RNLI 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.

8. RNLI, 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.

#### COSTS AND DURATION

9. RNLI and EEOC shall bear their own costs and attorney's fees incurred as a result of this action through the filing of this settlement agreement and the entry of a Stipulation and Order of Dismissal in this matter.

10. The duration of this agreement shall be one (1) year from the date of the entry of

the Stipulation and Order of Dismissal in this matter.

11. 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 Employer's Depot, Inc., d/b/a Resource Network Leasing, Inc, 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.

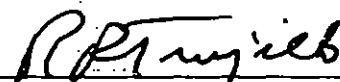
12. This agreement shall expire by its own terms at the end of one (1) year after the date of entry of the Stipulation and Order of Dismissal, without further action by the parties.

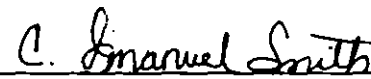
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EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
1801 L Street, NW  
Washington, D.C. 20507

  
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RICHARD R. TRUJILLO  
Regional Attorney

  
\_\_\_\_\_  
C. EMANUEL SMITH  
Supervisory Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

3300 N. Central Ave., Suite 690  
Phoenix, Arizona 85012

*Nancy Franchini*  
NANCY FRANCHINI

*Loretta Medina*  
LORETTA MEDINA  
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Attorneys for Employer's Depot, Inc.,  
d/b/a Resource Network Leasing, Inc.

Attorneys for Plaintiff