

1 Anna Y. Park, SBN 164242
Cherry-Marie D. Rojas, SBN 141482
2 Dana C. Johnson, SBN 187341
U.S. EQUAL EMPLOYMENT
3 OPPORTUNITY COMMISSION
255 E. Temple Street, 4th Floor
4 Los Angeles, CA 90012
Telephone: (213) 894-1079
5 Facsimile: (213) 894-1301

FILED
CLERK, U.S. DISTRICT COURT
AUG 10 2005
CENTRAL DISTRICT OF CALIFORNIA
BY DEPUTY

6 Attorneys for Plaintiff
United States Equal Employment
7 Opportunity Commission

8 Norman J. Watkins, SBN 87327
S. Frank Harrell, SBN 133437
9 Vivian O. Le, SBN 210362
LYNBERG & WATKINS
10 A Professional Corporation
333 City Boulevard West, Suite 640
11 Orange, California 92868-5915
(714) 937-1010
12 (714) 937-1003 (facsimile)

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

13 Attorneys for Defendants
DIVERSIFIED PARATRANSIT, INC.,
14 PAUL'S YELLOW CAB d/b/a YELLOW CAB,
and INLAND EXPRESS, INC.

ORIGINAL

AUG -5 AM 10:59
K.P.S. DISTRICT CLERK
CENTRAL DISTRICT OF CALIFORNIA
LOS ANGELES

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

15
16
17
18
19
20 EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

21 Plaintiff,

22 v.

23 DIVERSIFIED PARATRANSIT,
INC., PAUL'S YELLOW CAB
24 d/b/a Yellow Cab, AND INLAND
EXPRESS, INC.; and DOES 1-10
25 Inclusively,

26 Defendants
27
28

CASE NO.: CV-04-4762-SJO(AJWx)
CONSENT DECREE AND
[PROPOSED] ORDER

ENTERED
CLERK, U.S. DISTRICT COURT
AUG 15 2005
CENTRAL DISTRICT OF CALIFORNIA
BY DEPUTY

129

I. INTRODUCTION

On May 12, 2004, Plaintiff U.S. Equal Employment Opportunity Commission (the "EEOC" or "Commission") brought this action against Defendants Diversified Paratransit, Inc., Paul's Yellow Cab d/b/a Yellow Cab, and Inland Express, Inc. (collectively "Defendants") to enforce Title VII of the Civil Rights Act of 1964, as amended. In the Complaint, the Commission alleged that Defendants discriminated against Shunne Johnson and similarly situated individuals by subjecting them to a racially and/or sexually hostile work environment.

As a result of their having engaged in settlement negotiations, the Commission and Defendants (collectively, the "Parties") have resolved the above entitled action and have agreed that this action should be finally resolved by entry of this Consent Decree ("Decree").

II. JURISDICTION

The Court has jurisdiction over the parties and the subject matter of this lawsuit, pursuant to 28 U.S.C. Sections 451, 1331, 1337, 1343, 1345, 1367 and 42 U.S.C. 2000e-5(f).

The Court shall retain jurisdiction of this action during the duration of the Decree for the purposes of entering all orders, judgments and decrees which may be necessary to implement and/or enforce the relief provided herein or to otherwise effectuate the purposes of the Decree.

III. EFFECTIVE DATE AND DURATION OF DECREE

The provisions and agreements contained herein are effective immediately upon the date on which this Decree is entered by the Court ("the Effective Date").

Except as otherwise provided herein, the Decree shall remain in effect for five years after the Effective Date.

///

///

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
IV. FINDINGS

Having examined the terms and provisions of this Decree and based on the pleadings, record and stipulation of the parties, the Court finds the following:

A. The Court has jurisdiction over the parties and the subject matter of this action. The Complaint asserts claims that, if proven, would authorize the Court to grant the relief set forth in this Decree.

B. The terms and provisions of this Decree are adequate, fair, reasonable, equitable and just. The rights of Defendants, the Commission and those for whom the Commission seeks relief are protected adequately by this Decree.

C. This Decree conforms with the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights and privileges of any person. The entry of this Decree will further the objectives of Title VII and will be in the best interest of Defendants, the Commission and those for whom the Commission seeks relief.

17
18
19
20
21
22
V. RESOLUTION OF CLAIMS

This Decree fully and completely resolves all claims raised by the EEOC against Defendants that are raised in the Complaint filed in this action in the United States District Court, Central District of California on June 30, 2004, captioned U.S. Equal Employment Opportunity Commission v. Diversified Paratransit, Inc., Paul's Yellow Cab d/b/a Yellow Cab, and Inland Express, Inc., Case No. CV-04-4762-SJO(AJWx) (the "Complaint").

Nothing in this Decree shall be construed to preclude the Commission from moving to enforce this Decree in the event that any party hereto fails to perform the promises and representations contained herein.

Nothing in this Decree shall be construed to limit or reduce Defendants' obligation to comply fully with Title VII or any other federal employment statute.

28 ///

1 This Decree in no way prejudices the EEOC's right to bring, process,
2 investigate or litigate other charges that may be in existence or may later arise
3 against Defendants, or any of them, in accordance with standard EEOC
4 procedures.

5 **VI. MODIFICATION AND SEVERABILITY**

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

10 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 in order to effectuate the purposes of the Decree. The
13 remaining provisions will remain in full force and effect unless the purposes of
14 the Decree cannot, despite the Parties' best efforts, be achieved.

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

18 **VII. COMPLIANCE AND DISPUTE RESOLUTION**

19 If the EEOC believes that Defendants, or any of them, have failed to
20 comply with any provision of the Decree, the EEOC may petition this Court to
21 enforce the Decree. Except where specifically provided (*i.e.*, Paragraph IX,
22 regarding the monetary settlement), prior to initiating petition to enforce the
23 Decree, the EEOC will notify Defendants and their legal counsel of record, in
24 writing, of the nature of the dispute. This notice shall specify the particular
25 provision(s) that the EEOC believes has/have been breached. Absent a showing
26 by either party that the delay will cause irreparable harm, Defendants shall have
27 thirty days to attempt to resolve or cure the breach.

28 ///

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

3 After thirty (30) days have passed with no resolution or agreement to
4 extend the time further, the EEOC may petition the Court for compliance with the
5 Decree, seeking all available relief, including, but not limited to, the imposition
6 of attorneys' fees and costs and an extension of the term of the Decree for such
7 period of time as Defendants, or any of them, are shown to be in breach of the
8 Decree.

9 **VIII. INJUNCTIVE RELIEF**

10 **A. Injunction**

11 **1. Hostile Environment Based on Race and/or Sex**

12 Defendants, their officers, agents, management (including all supervisory
13 employees), successors, assigns, and all those in active concert or participation
14 with them, or any of them, are enjoined for the duration of the Decree from: (a)
15 harassing or tolerating harassment against persons on the basis of sex and/or race;
16 (b) engaging or being a party to any action, policy or practice that is intended or
17 is known to them to have the effect of harassing any employee on the basis of sex
18 and/or race; and (c) creating, facilitating or permitting the existence of a work
19 environment that is hostile to women and/or African-Americans.

20 **2. Retaliation**

21 Defendants, their officers, agents, management (including all supervisory
22 employees), successors, assigns, and all those in active concert or participation
23 with them, or any of them, are enjoined for the duration of the Decree from
24 implementing or permitting any action, policy or practice which has the effect of
25 retaliating against any current or former employee because he or she has, in the
26 past or during the term of this Decree: (a) opposed any practice made unlawful
27 under Title VII; (b) filed a charge of discrimination alleging such practice; (c)
28 testified or participated in any manner in any investigation (including , without

1 limitation, any internal investigation undertaken by Defendants, or any of them),
2 preceding in connection with this case and/or relating to any claim of a Title VII
3 violation; (d) was identified as a possible witness or claimant in this action; (e)
4 asserted any rights under the Decree; or (f) sought or received any relief in
5 accordance with the Decree.

6 **B. Revision of Harassment Policies and Complaint Procedure**

7 Within sixty (60) days of the Effective Date, Defendants shall revise their
8 employee handbooks and harassment policies to include an anti-harassment
9 policy the expressly addresses both sex and race harassment. Defendants shall
10 also develop a clear internal complaint procedure to expressly address
11 harassment, discrimination and retaliation complaints.

12 1. The anti-harassment policy shall, at a minimum, include:

13 a. A clear explanation of prohibited conduct including examples
14 involving race stereotyping;

15 b. A statement that it is unacceptable to retaliate against anyone for
16 bringing a complaint or participating in the investigation of a complaint; and

17 c. Assurances that members of the workforce who engage in
18 harassing, discriminatory and/or retaliatory conduct will be subjected to
19 appropriate discipline of, at a minimum, suspension without pay for a first
20 infraction, and discharge for any subsequent infractions.

21 2. The complaint procedure shall, at a minimum, include:

22 a. A clearly described complaint process that provides accessible
23 avenues of complaint with contact information including name (if applicable),
24 address and telephone number of persons both internal (*i.e.* human resources) and
25 external to Diversified (*i.e.* the Commission) available to handle complaints of
26 discrimination, harassment and/or retaliation, including a written statement that
27 the employee may report the discriminatory behavior to designated persons
28 outside their chain of management;

1 b. A statement that the employer will protect the confidentiality of
2 persons who bring harassment, discrimination and/or retaliation complaints to the
3 extent possible;

4 c. A statement that the complaint may, but need not be made in
5 writing;

6 d. A statement that the complaint process will provide a prompt,
7 thorough, and impartial investigation;

8 e. A statement that the investigation will be conducted by someone
9 trained to conduct such investigations and who is not connected with the
10 complaint;

11 f. A statement that an investigation shall include interviews of all
12 identified witnesses, including the complainant, and a review of all relevant
13 documents;

14 g. A statement that the investigator will create a written record of all
15 investigatory steps, including complainant interview, witness interview, any
16 findings or conclusions reached and any action taken, which record the
17 complainant will be allowed to review and respond to prior to final resolution of
18 the complaint (except in those circumstances when it is necessary to take
19 immediate action);

20 h. A procedure for communicating with the complainant in writing
21 regarding the interim status of the complaint/investigation, results of the
22 investigation and any remedial action taken;

23 i. Notice that employees complaining of discrimination may use
24 both the company's internal complaint procedure and file charges with the EEOC.
25 The notice shall also state that filing an internal complaint with the company does
26 not discharge the obligation to file a discrimination charge with the EEOC within
27 300 days of a discriminatory, harassing or retaliatory act;

28 ///

1 j. A statement that all complaints will be collected and tracked to
2 determine if there are patterns of violations.

3 The EEOC shall comment on the policy and complaint procedure within
4 thirty (30) days of receipt. Should the policy and complaint procedure not require
5 any revision, Defendants shall confirm distribution of the policy and complaint
6 procedure to their entire workforces no later than ten (10) business days after the
7 EEOC's thirty (30) day period. The policy shall be distributed to all workers in
8 the workforce, including management and supervisory staff, and shall be included
9 in any relevant policy or employee manuals distributed to the workforce.

10 Defendants shall maintain written acknowledgments from each employee who
11 receives the revised policy and complaint procedure. On the date of distribution
12 to the workforce, Defendants shall also post the revised policy and complaint
13 procedure in a place that is clearly visible to all employees at each of its facilities.
14 The revised policy and complaint procedure shall remain posted throughout the
15 term of this Decree.

16 **C. Performance Evaluations**

17 Within forty-five (45) days of the Effective Date, Defendants shall create
18 performance evaluation forms for managers and supervisors in order to include
19 measures for performance compliance with Defendants' anti-discrimination, anti-
20 harassment and retaliation policies and complaint procedures. Evaluations shall
21 be given to managers and supervisors on an annual basis.

22 Within forty-five (45) days of the Effective Date, Defendants will provide
23 the EEOC with the proposed evaluation forms in order to provide an opportunity
24 for comment. EEOC will provide comments, if any, within 30 days of receipt of
25 the proposed evaluation forms. Defendants shall respond to such comments
26 within fifteen (15) days of receipt. If the parties cannot agree on the proposed
27 revisions, any disputes will be resolved according to the Dispute Resolution
28 Procedures set forth herein.

1 **D. Training**

2 **1. Selection of Trainer**

3 Defendants shall retain a person or entity (the “Trainer”) with demonstrated
4 experience in the area of employment discrimination issues, including race
5 harassment and adequate complaint procedure issues, to provide the trainings
6 described below. The Trainer shall not be anyone employed by Defendants at or
7 before the Effective Date.

8 Within thirty (30) days of the Effective Date, which is the date that the
9 Court signs this Decree and Order, Defendants shall notify EEOC of their choice
10 of Trainer, and provide the EEOC with the Trainer’s curriculum vitae, resume and
11 any other materials demonstrating the designated Trainer’s qualifications.
12 Selection of the Trainer shall be subject to the EEOC’s approval. If the EEOC
13 does not approve Defendants’ proposed Trainer, the EEOC shall provide
14 Defendants with a list of at least three candidates acceptable to the EEOC from
15 which Defendants must choose and retain one within fifteen (15) days of receipt
16 of the list. If Defendants fail to select a Trainer within fifteen (15) days of the
17 EEOC providing its list of three candidates, then the EEOC will have the right to
18 select the Trainer, which Defendants shall retain no later than five (5) days after
19 receiving the EEOC’s notice of its selection.

20 In the event that the Trainer becomes unavailable, Defendants shall
21 propose a replacement, subject to the EEOC’s approval, as soon as possible, but
22 in any event, no later than 30 days after the previous Trainer becomes
23 unavailable. If the EEOC does not approve the proposed replacement Trainer, it
24 shall provide Defendants with a list of at least three suggested candidates
25 acceptable to the EEOC from which Defendants must choose and retain one
26 within fifteen days of receipt of the list.

27 Defendants shall bear all costs associated with the selection and retention
28 of the Trainer and the performance of his/her/its duties.

1 **2. Training of Human Resources Personnel, Supervisors and**
2 **Managers**

3 For the term of the Decree, Defendants shall provide annual training to all of
4 their human resources personnel, supervisors, managers and officers (including
5 but not limited to Brian Hunt and Victoria Arambel) on the prohibitions against
6 race harassment, sex harassment and retaliation under Title VII, which training
7 sessions shall last at least three (3) hours. The first such training shall take place
8 within ninety (90) days from the Effective Date.

9 **3. Training of Non-Supervisory Employees**

10 For the term of the Decree, Defendants shall provide annual training to all
11 of their staff/hourly employees, leased-back employees and independent
12 contractors on the subjects of equal employment opportunity rights and
13 responsibilities, discrimination, and retaliation, with an emphasis on racial and
14 sexual harassment and how those violations are similar and are different from one
15 another, which training shall last at least two (2) hours. The first such training
16 shall take place within ninety (90) days after the Effective Date.

17 All trainings for both (1) human resources personnel, supervisors,
18 managers and officers and (2) staff/hourly employees, leased-back employees and
19 independent contractors shall include discussion of the internal complaint
20 procedure. Training of human resources personnel, managers, supervisors and
21 officers shall additionally include training on how to properly handle and
22 investigate complaints of discrimination and/or harassment in a neutral manner,
23 how to take preventative and corrective measures, and how to recognize and
24 prevent discrimination and/or retaliation. The training of all human resources
25 personnel, managers, supervisors and officers shall also include instruction that
26 persons holding these positions have an independent responsibility to apprise the
27 President and Vice President if they witness any conduct which they believe
28 constitutes a possible violation of the anti-harassment policies.

1 For the remainder of the term of the Decree, all new employees and all
2 employees recently promoted to a human resources, supervisory, managerial or
3 officer position shall receive the appropriate training within thirty (30) days of
4 hire or promotion.

5 All trainings for both (1) human resources personnel, supervisors,
6 managers and officers and (2) staff/hourly employees, leased-back employees and
7 independent contractors shall be mandatory. All employees shall verify their
8 annual attendance in writing by signing an attendance list, which lists Defendants
9 shall preserve for the term of the Decree. If any worker fails to attend a training,
10 Defendants shall provide a make-up training within thirty (30) days.

11 Within seventy-five (75) days after the Effective Date, Defendants shall
12 submit to the EEOC a description of the trainings to be provided and an outline of
13 the curriculum developed for the trainees.

14 **4. Commission Attendance At Trainings**

15 A Commission representative may attend any or all training sessions
16 conducted pursuant to Paragraph D, at the Commission's sole discretion.
17 Defendants shall provide the Commission with notice of all scheduled training
18 programs, including date, time and location, at least ten (10) workdays prior to
19 the scheduled training.

20 **E. Posting**

21 Within ten (10) business days after the Effective Date and throughout the
22 term of this Decree, Defendants, and each of them, shall post a full-sized copy of
23 the Notice attached hereto as Appendix A, in clearly visible locations frequented
24 by employees (*e.g.*, breakrooms) at each of its facilities.

25 **F. References**

26 Defendants shall provide positive references to any prospective employer
27 who inquires with Defendants, or any of them, regarding the prior employment of
28 Shunne Johnson and/or Alisa Boatright.

1 **G. Record Keeping and Reporting**

2 **1. Record Keeping**

3 Defendants shall establish a record-keeping procedure that provides for the
4 centralized tracking of harassment complaints or reports and the monitoring of
5 such complaints or reports. The records to be maintained shall include, at a
6 minimum:

- 7 a. All documents generated in connection with the bringing of,
8 investigation into, or resolution of every complaint or report of
9 which might reasonably contribute to the creation of a hostile
10 environment (including but not limited to sexual, sexist or racial
11 jokes, epithets or comments) and the identities of the persons
12 involved;
- 13 b. All documents generated in connection with the bringing of,
14 investigation into, or resolution of ever complaint or report of
15 retaliation and the identities of the persons involved;
- 16 c. All performance evaluations of managers and supervisors;
- 17 d. All revised harassment policies and complaint procedures, including
18 dates during which each version of the policies and procedures
19 were/are in effect;
- 20 e. All forms acknowledging employees' receipt of Defendants' revised
21 harassment policy and complaint procedure;
- 22 f. All documents verifying the occurrence of all training sessions and
23 names and positions of all attendees for each session, as required
24 under this Decree;
- 25 g. Documents tracking and analyzing complaints filed against the same
26 individual; and
- 27 h. Documents tracking and analyzing complaints filed about
28 occurrences at the same location.

1 The foregoing documents shall be summarized in the semi-annual reports
2 set for the below.

3 **2. Reporting**

4 Within thirty (30) days of the Effective Date, Defendants shall submit a
5 written report to the EEOC providing:

- 6 a. Confirmation of posting of the Notice; and
- 7 b. The name, business address, telephone number and qualifications of
8 the Trainer designated by Defendants.

9 Withing seventy-five (75) days of the Effective Date, Defendants shall
10 submit to the EEOC :

- 11 c. A description and outline of the curriculum developed for the
12 trainings to be provided;
- 13 d. The dates, times and locations for the upcoming trainings;
- 14 e. The identity (including name, address, telephone number and
15 qualifications) of the person(s) who will conduct the trainings; and
- 16 f. Performance evaluation forms for managers and supervisors.

17 Within 90 days of the Effective Date, Defendants shall submit a written
18 report to the EEOC contain the following information:

- 19 g. A copy of the finalized performance evaluation form for managers
20 and supervisors;
- 21 h. A copy of Defendants' revised employee handbooks, harassment
22 policies and internal complaint procedure;
- 23 i. A summary of the procedures and record-keeping methods
24 developed with the Consultant for centralized tracking of
25 discrimination complaints and the monitoring of such complaints;
- 26 j. A description of all harassment and/or retaliation complaints made
27 since the submission of the immediately preceding report hereunder.
28 This description shall include the identity (including name, address

1 and telephone number) of the individuals alleging
2 harassment/retaliation, the nature of the harassment/retaliation
3 alleged, the persons alleged to have perpetrated the
4 harassment/retaliation, the dates of the alleged
5 harassment/retaliation, the identity (including name, address and
6 telephone number) of any witnesses identified in connection with the
7 complaint, a brief summary of how each complaint was resolved, and
8 the identity of the persons who investigated the complaint and/or
9 resolved the complaint, and a description of any disciplinary actions
10 taken. If no results have been reached at the time of the report, the
11 results shall be included in the next report; and

- 12 k. Confirmation that Defendants are in compliance with the provisions
13 of this Decree.

14 Defendants shall submit subsequent reports on a semi-annual basis
15 throughout the duration of the Decree, beginning 6 months from the Effective
16 Date, and. All subsequent reports shall contain the following information:

- 17 1. Acknowledgment of receipt of the revised harassment policy and
18 complaint procedure for all employees hired during the previous six
19 months;
- 20 m. A description of all harassment and/or retaliation complaints made
21 since the submission of the immediately preceding report hereunder.
22 This description shall include the identity (including name, address
23 and telephone number) of the individuals alleging
24 harassment/retaliation, the nature of the harassment/retaliation
25 alleged, the persons alleged to have perpetrated the
26 harassment/retaliation, the dates of the alleged
27 harassment/retaliation, the identity (including name, address and
28 telephone number) of any witnesses identified in connection with the

1 complaint, a brief summary of how each complaint was resolved, and
2 the identity of the persons who investigated the complaint and/or
3 resolved the complaint, and a description of any disciplinary actions
4 taken. If no results have been reached at the time of the report, the
5 results shall be included in the next report;

6 n. An analysis of the monitoring done for repeat complaints;

7 o. If a training took place within the 6 months preceding the report,
8 Defendants shall provide the EEOC with (1) a confirmation that the
9 training took place; (2) the materials used during the training; (3) the
10 attendance records of the training; and (4) a list of all hiring officials,
11 supervisors and managers employed by Defendants at the time the
12 training took place; and

13 p. Defendants shall provide a report to the EEOC detailing any changes
14 of the procedures or record-keeping methods for centralized tracking
15 of harassment and/or retaliation complaints and the monitoring of
16 such complaints at least thirty (30) days before implementing such
17 changes.

18 For the duration of the Decree, Defendants agree to maintain such records
19 as are necessary to demonstrate their compliance with this Decree and to verify
20 that the reports submitted are accurate. Upon fifteen (15) work days written
21 notice from the Commission, Defendants shall make such records available to the
22 Commission for inspection and copying.

23 All reports shall be submitted to: Regional Attorney, Equal Employment
24 Opportunity Commission, Los Angeles District Office, 255 East Temple Street,
25 4th Floor, Los Angeles, California 90012.

26 **IX. MONETARY RELIEF**

27 Defendants shall pay a total of \$90,000 (the "Johnson Settlement Amount")
28 to Shunne Johnson which constitutes compensatory damages for emotional

1 distress allegedly suffered by Ms. Johnson in the form of personal injury.
2 Defendants shall pay \$ 10,000 (the "Boatright Settlement Amount") to Alisa
3 Boatright which constitutes compensatory damages for emotional distress
4 allegedly suffered by Ms. Boatright in the form of personal injury. No
5 withholdings shall be made. Defendants shall prepare and distribute 1099 tax
6 reporting forms to both Ms. Johnson and Ms. Boatright, and shall make
7 appropriate reports to the Internal Revenue Service and any other applicable tax
8 authorities.

9 Commencing immediately after the Effective Date, Defendants shall, on the
10 first day of each month, for a period of sixteen (16) months mail via certified mail
11 checks made payable to Shunne Johnson in the amount of \$5625.00 and to Alisa
12 Boatright in the amount of \$625.00 to the addresses provided by the Commission.
13 At the same time, copies of each of the checks sent pursuant to this Paragraph
14 shall be submitted to the Regional Attorney Anna Park, Equal Employment
15 Opportunity Commission, Los Angeles District Office, 255 East Temple Street,
16 4th Floor, Los Angeles, California 90012.

17 If Defendants fail to make any payment required by this Paragraph by the
18 15th day of the month in which the payment is due, Defendants shall automatically
19 be deemed to have defaulted on this Decree. In the event of default, the unpaid
20 amounts on the Johnson Settlement Amount and the Boatright Settlement
21 Amount shall both become immediately due and payable, together with
22 compound interest, at a rate of 15% on entire settlement amount of \$100,000,
23 calculated from the Effective Date. Further, if Defendants default on this Decree,
24 Judgment against Defendants shall be immediately entered against Defendants, at
25 the EEOC's unilateral discretion, and Defendants shall be deemed jointly and
26 severally liable for the unpaid balance of the Johnson Settlement Amount, the
27 Boatright Settlement Amount, and the interest described, above.

28 ///

1 As a condition of this Decree, Brian Hunt shall execute the promissory
2 notes to Shunne Johnson and Alisa Boatright, attached hereto as Exhibits B and
3 C, respectively.

4 **X. MISCELLANEOUS PROVISIONS**

5 Defendants will provide any potential successor to all or any of them with a
6 copy of this Decree within a reasonable time of not less than thirty (30) days prior
7 to the execution of any document providing for acquisition or assumption of
8 control of Defendants or any of them, or any other material change in corporate
9 structure, and shall simultaneously inform the Commission at the same.

10 Defendants and their successors shall assure that, during the term of this
11 Decree, all of their officers, managers, and supervisors are aware of any of the
12 terms of this Decree which relate to their job duties.

13 This Decree shall be binding upon and enforceable against each Defendant
14 and its/their successors and assigns.

15 **XI. COSTS OF ADMINISTRATION AND IMPLEMENTATION**
16 **OF CONSENT DECREE**

17 Defendants shall bear all costs associated with the administration and
18 implementation of their obligations under this Consent Decree, including the
19 costs of the Consultant.

20 **XII. COSTS AND ATTORNEYS' FEES**

21 Each Party shall bear its own costs of suit and attorneys' fees.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

XIII. EXECUTION IN COUNTERPARTS

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

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

for Anna Y. Park
Cherry-Marie D. Rojas
Dana C. Johnson

Dated: 8/1/05

By: [Signature]
Attorneys for Plaintiff,
U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

Dated: 7-28-05

By: [Signature]
George Brian Hunt
DIVERSIFIED PARATRANSIT,
INC., PAUL'S YELLOW CAB d/b/a
Yellow Cab, AND INLAND
EXPRESS, INC.

[ORDER]

GOOD CAUSE APPEARING,

The settlement is reasonable and fair. The court shall retain jurisdiction during the term of this Decree.

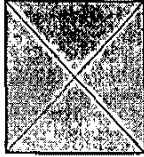
IT IS SO ORDERED.

Dated: 8/11/05

[Signature]
Hon. S. James Otero
Judge, United States District Court

SCANNED

APPENDIX A



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Los Angeles District Office**

255 E TEMPLE STREET, 4TH FLOOR
LOS ANGELES, CALIFORNIA 90012
1-800-669-4000
(213) 894-1000
TDD (213) 894-1121
FAX (213) 894-1118

NOTICE OF CONSENT DECREE

**TO ALL WORKERS AT DIVERSIFIED PARATRANSIT, INC., PAUL'S
YELLOW CAB d/b/a YELLOW CAB and INLAND EXPRESS, INC.:**

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. DIVERSIFIED PARATRANSIT, INC., PAUL'S YELLOW CAB d/b/a YELLOW CAB and INLAND EXPRESS, INC, Case Number CV-04-4762-SJO (AJWx). The EEOC filed this lawsuit on behalf of two (2) black and female employees, alleging that Diversified Paratransit, Yellow Cab and Inland Express (collectively, Diversified) subjected them to a hostile working environment because of their sex and race. Diversified Paratransit denied the allegations that the two employees were subjected to a hostile working environment because of their sex and race.

Diversified and the EEOC settled the federal lawsuit by entering into a five (5) year Consent Decree with the EEOC, which provided for a monetary settlement for the claimants. The settlement is not an admission of liability and wrongdoing. You may obtain a copy of the Consent Decree at your expense. To obtain a copy, you must contact the Office of the U.S. District Court Clerk, Central District of California.

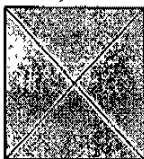
Among the terms of the Consent Decree, Diversified must:

1. Post this Notice of Consent Decree in each of its facilities;
2. Revise its harassment policy and internal complaint procedure;
3. Establish a centralized tracking system for harassment, discrimination and retaliation complaints;
4. Provide annual EEO training for managers, supervisors, human resources personnel, officers and the rank and file workforce; and
5. Report the progress of the foregoing to the EEOC for a term of five years.

Regardless of whether you complain internally to Diversified or Paul's Yellow Cab, you have a right to file a charge with the EEOC if you feel that you have been discriminated against in violation of federal anti-discrimination laws such as

Title VII of the Civil Rights Act of 1964, which prohibits employment discrimination based on race, color, religion, sex or national origin;

The Age Discrimination in Employment Act of 1967, which prohibits age discrimination;



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Los Angeles District Office

255 E. TEMPLE STREET, 4TH FLOOR
LOS ANGELES, CALIFORNIA 90012
1-800-669-4000
(213) 894-1000
TDD (213) 894-1121
FAX (213) 894-1118

RECEIVED

Title I of the Americans with Disabilities Act of 1990, which prohibits employment discrimination against people with disabilities; or

The Equal Pay Act of 1963 Act, which prohibits wage discrimination because of gender.

Should you believe that you have been discriminated against, harassed, subjected to a hostile environment or retaliated against because of your sex, race, color, national origin, religion, age or disability, you may follow Diversified's internal complaint procedures and/or seek assistance by filing a charge of discrimination with the EEOC at:

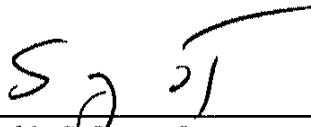
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
255 East Temple Street, 4th Floor
Los Angeles, CA 90012
TELEPHONE NUMBER: (213) 894-1083

In particular, if you feel that you have been retaliated against because of the filing of a charge of discrimination, giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing concerning discrimination, you should contact the EEOC. Further information about the EEOC is available on its web site at www.eeoc.gov.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice shall remain posted in a clearly visible location frequented by employees at Diversified's facilities for five years from the date upon which the Court signs this Notice.

It is so ORDERED this 11 day of Aug, 2005.



Honorable S. James Otero
UNITED STATES DISTRICT JUDGE

SCANNED

APPENDIX B

PROMISSORY NOTE

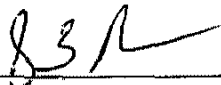
SCANNED

Date: June __, 2005

George Brian Hunt individually and personally promises and guarantees performance of all payment obligations of Defendants Diversified Paratransit, Inc., Paul's Yellow Cab d/b/a Yellow Cab and Inland Express, Inc. pursuant to the Consent Decree attached hereto. In the event of any default in performance on payments required under the Consent Decree, George Brian Hunt hereby agrees that he will pay immediately upon the request of the bearer of this note, the entire balance due on the Johnson Settlement Amount plus simple interest on the entire Johnson Settlement Amount (*i.e.* \$90,000), calculated from the Effective Date of the Consent Decree to the date of payment at the legal rate of interest in the State of California.

If this note is placed in an attorney's hands for collection, or collected by a lawsuit or through a bankruptcy, or any other court, either before or after maturity, there shall be paid to the holder of this note reasonable attorneys' fees, costs, and other expenses incurred by the holder in enforcing the terms of this note.

Signed this 21 day of ~~June~~ ^{July}, 2005



George Brian Hunt

SCANNED

APPENDIX C

PROMISSORY NOTE

Date: June __, 2005

George Brian Hunt individually and personally promises and guarantees performance of all payment obligations of Defendants Diversified Paratransit, Inc., Paul's Yellow Cab d/b/a Yellow Cab and Inland Express, Inc. pursuant to the Consent Decree attached hereto. In the event of any default in performance on payments required under the Consent Decree, George Brian Hunt hereby agrees that he will pay immediately upon the request of the bearer of this note, the entire balance due on the Boatright Settlement Amount plus simple interest on the Boatright Settlement Amount (*i.e.* \$10,000), calculated from the Effective Date of the Consent Decree at the legal rate of interest in the State of California.

If this note is placed in an attorney's hands for collection, or collected by a lawsuit or through a bankruptcy, or any other court, either before or after maturity, there shall be paid to the holder of this note reasonable attorneys' fees, costs, and other expenses incurred by the holder in enforcing the terms of this note.

Signed this 28 day of ~~June~~^{July}, 2005



George Brian Hunt

SCANNED