

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
BEAUMONT DIVISION

FILED - CLERK  
U.S. DISTRICT COURT  
2006 MAY 30 PM 3:51  
TX EASTERN-BEAUMONT  
BY BC

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

VS.

FLYING J., INC.

Defendant.

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CIVIL ACTION NO. 1:05-cv-662

JURY TRIAL DEMANDED

**CONSENT DECREE**

Plaintiff, the United States Equal Employment Opportunity Commission ("Commission") and Defendant, Flying J, Inc. ("Defendant"), agree to entry of this Consent Decree.

**I. Background and History of Proceedings**

A. Charging Party Christal Julian ("Charging Party") filed a charge of discrimination with the Commission (Charge No. 330-2005-03555) alleging Defendant violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e *et seq.* ("Title VII").

B. On September 29, 2005, after investigating the Charge and finding discrimination, the Commission commenced this action alleging that Defendant's conduct constituted unlawful discrimination on the basis of pregnancy in violation of Section 703 (a) of Title VII.

C. Defendant denied the allegations of pregnancy discrimination.

D. The parties wish to avoid the risks, uncertainties and expenses of continued litigation. Accordingly, the parties have agreed to settle this lawsuit. Neither Defendant's

consent to the entry of this Decree nor any of the terms set forth in it shall constitute or be construed as an admission of any Title VII violation. Both parties agree that this Consent Decree is being entered into for the sole purpose of compromising disputed claims without the necessity for protracted litigation.

E. The Commission and Defendant stipulate to the jurisdiction of the Court and the satisfaction of all administrative prerequisites. The parties further waive hearing and entry of findings of fact and conclusions of law on all issues.

IT IS ORDERED that:

1. This Consent Decree is entered in full and complete settlement of any and all claims arising out of or asserted in Civil Action No. 1: 05-cv-662 and the above-referenced Charge on behalf of Christal Julian.
2. Defendant, its employees and affiliated companies, recognizes, acknowledges and agrees that Title VII of the Civil Rights Act of 1964 prohibits it from engaging in any employment practice which discriminates against any employee or applicant with respect to compensation, terms, conditions or privileges of employment because of such person's sex, including pregnancy, and that it is incumbent upon Defendant to comply with the law. Further, Defendant recognizes, acknowledges and agrees that Title VII prohibits retaliation against any individual who has opposed any practice made an unlawful employment practice under Title VII or who has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under Title VII and that it is incumbent upon Defendant to also comply with this provision of the law.

3. Annually, for four years from the entry of this Decree, Flying J will provide, using either an attorney or an independent experienced training person or group, a program on employment discrimination, including the law relating to Title VII and its prohibition against pregnancy discrimination, to all management level employees and human resources professionals located in Defendant's Orange, Texas location, branch number 05026. Additionally, during the first year of the Decree, Flying J will also provide the above-referenced training to all management level employees and human resources professionals located in Defendant's District 9 Region. The initial training shall be completed not later than October, 31, 2006, or within six(6) months from the date the Consent Decree is entered, whichever date is later. The remaining training events shall be completed annually thereafter from the date of the initial trainings. Defendant shall submit to the EEOC each year, at least thirty days in advance of the program, the name of the program provider and qualifications, a curriculum outline indicating the information to be addressed during the program and copies of all agendas and materials to be distributed at the training seminar. The person who shall administer the trainings will be either attorney(s) or person(s) possessing at least five years of experience in labor and employment law. Written acknowledgment of receipt of the training, including the person's name, job title, job location and signature, shall be obtained by Defendant from all individuals attending the training and retained among the employment records of Flying J and also copies shall be forwarded to the EEOC's undersigned counsel.

4. Defendant agrees that within ten days after entry of this Decree it will conspicuously post the attached notice (Exhibit "A") in an area accessible to all employees at each of Flying J's locations in the state of Texas for a period of four years from the date the Decree is signed.
5. Defendant agrees that within thirty days after entry of this Decree it will remove from Ms. Julian's personnel file any documents referencing her charge of discrimination, the Commission's lawsuit, or this Consent Decree entered in the Commission's lawsuit. It further agrees to provide in response to any written or verbal inquiries from potential employers a neutral job reference, stating her dates of employment, position or title, ending salary and shall indicate she is eligible for rehire and shall not reference her charge of discrimination, the Commission's lawsuit, or this Consent Decree entered in the Commission's lawsuit.
6. Defendant agrees to pay the total sum of TWENTY THOUSAND AND NO/100 DOLLARS (\$20,000.00) in full and final settlement of the Commission's lawsuit to provide monetary relief to Christal Julian. Said sum shall be paid to Ms. Julian within fourteen (14) days from the date of entry of the Decree. Defendant shall mail or deliver the settlement sum to Ms. Julian at the address provided by the Commission to Defendant. A copy of the check disbursed to Ms. Julian shall be mailed to the Commission's undersigned counsel of record on the same day the check is mailed to the Charging Party.
7. The sums payable to the Charging Party may be subject to federal or state income tax. Defendant agrees to issue Internal Revenue Service ("IRS") Form 1099 or an equivalent form to Charging Party for all sums paid pursuant to this

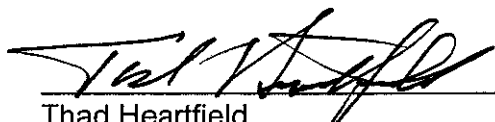
Consent Decree. The Charging Party will be responsible for paying any federal, state or local taxes, including federal income tax that may be due on the aforementioned monetary award. Defendant and the Commission agree that the sums paid pursuant to this Decree are for personal damages and emotional distress. Defendant makes no representation as to the tax status of the funds being paid herein.

8. Each party to this action shall bear their own costs and attorney's fees.
9. This Consent Decree shall be binding on Defendant and all of Defendant's successors-in-interest, and Defendant will notify all such successors-in-interest of the existence and terms of this Consent Decree.
10. This Decree shall remain in effect for four years from the date of signing. During the period that this Decree shall remain in effect, the Court shall retain jurisdiction to assure compliance with this Decree and to permit entry of such further orders or modifications as may be appropriate. The Commission is specifically authorized to seek Court-ordered enforcement of this Decree in the event of a breach of any of the provisions herein.
11. The Commission agrees that, in the event the Commission believes Defendant is in violation of any provision of this Consent Decree, the Commission shall notify Defendant, through its undersigned counsel, of such violation and afford Defendant the opportunity to remedy as may be appropriate any such alleged violation within 30 days of such notice, before instituting any legal action to enforce such provision(s).
12. Nothing in this Consent Decree shall be construed to preclude the

Commission from filing a separate action under Title VII or any other statute which the Commission enforces in the future for any alleged violations by Defendant not resolved by this Decree.

13. Each signatory certifies that he/she is authorized to execute this document on behalf of the party whom they represents.

Signed this 30<sup>th</sup> day of May, 2006 at Beaumont, Texas.

  
Thad Heartfield  
United State District Judge

**AGREED AND CONSENTED TO:**

ATTORNEY FOR PLAINTIFF  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

ATTORNEY FOR DEFENDANT  
FLYING J, INC.

By: /s/ Kathy D. Boutchee  
Kathy D. Boutchee  
TBN: 02717500  
Equal Employment Opportunity  
Commission  
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**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

**Houston District Office**

Mickey Leland Federal Building  
1919 Smith Street, 7<sup>th</sup> Floor  
Houston, TX 77002-8049  
(713) 209-3320  
TTY (713) 209-3439  
FAX (713) 209-3381

**NOTICE TO THE EMPLOYEES OF  
FLYING J, INC.**

THIS NOTICE IS POSTED PURSUANT TO A CONSENT DECREE ENTERED IN RESOLUTION OF A LAWSUIT BROUGHT BY THE EEOC HOUSTON DISTRICT OFFICE AGAINST FLYING J, INC. REGARDING PREGNANCY DISCRIMINATION IN THE WORK PLACE PURSUANT TO TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED.

1. Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's sex, race, color, religion, national origin, age or disability with respect to compensation, hiring or other terms, conditions or privileges of employment.
2. FLYING J, INC. supports and will comply with such Federal law in all respects and will not take any action against employees because they have exercised their rights under the law by filing charges with the Equal Employment Opportunity Commission (EEOC), providing information to the EEOC, and/or receiving compensation for the settlement of any sex discrimination claim.
3. FLYING J, INC. prohibits sex discrimination, including pregnancy discrimination, and will not engage in the practice of altering the terms and conditions of employment on the basis of sex or pregnancy.
4. Sex and pregnancy discrimination are expressly prohibited and constitute an unlawful discriminatory employment practice. Such discriminatory employment practices will not be tolerated at FLYING J, INC..
5. Any employee who feels they have been the target of such discrimination is advised to report this action promptly to Chris Bone, HR Manager, FLYING J, INC., 1104 Country Hills Drive, Ogden, Utah 84403, (801) 624-1467.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

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Kelly Lowrey  
Corporate Counsel  
FLYING J, INC., Inc.

This OFFICIAL NOTICE shall remain posted for four full years from date of signing.  
"EXHIBIT A"