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EEOC v. Robertson's Ready Mix, LLC.

Judge Christina A. Snyder

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EEOC v. Robertson's Ready Mix, LLC.

Keywords

EEOC v. Robertson's Ready Mix LLC., CV 06-5651 CAS (CTX), Sex, Female, Disparate Treatment, Assignment, Title VII, Consent Decree, Class Action

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14 **UNITED STATES DISTRICT COURT**
15 **CENTRAL DISTRICT OF CALIFORNIA**

16
17 U.S. EQUAL EMPLOYMENT
18 OPPORTUNITY COMMISSION,

19 Plaintiff,

20 vs.

21 ROBERTSON'S READY MIX, LLC,
22 AND DOES 1-10, INCLUSIVE,

23 Defendants.
24

} Case No.: CV 06-5651 CAS (CTx)

} **CONSENT DECREE; ORDER**

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**I.
INTRODUCTION**

Plaintiff U.S. Equal Employment Opportunity Commission ("EEOC" or "Commission ") and Defendant Robertson's Ready Mix, Ltd. ("Robertson's") hereby stipulate and agree to entry of this Consent Decree to resolve the Commission's Complaint (the "Complaint"), filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* ("Title VII "). This Consent Decree resolves all issues raised by the EEOC in the present lawsuit alleging that female drivers as a class were not hired into ready mixer driver positions due to their sex (female) ("Claimants"). The Commission and Robertson's (collectively, the "Parties") have resolved the above-entitled action and have agreed that it should be finally resolved by entry of this Consent Decree ("Decree").

**II.
PURPOSES AND SCOPE OF THE DECREE**

A. The Parties to this Decree are the EEOC and Robertson's. This Decree shall be binding on and enforceable against Robertson's and its officers, directors, agents, successors and assigns, and against the Commission for the effective period of the Decree as noted in section V.

B. The Parties have entered into this Decree for the following purposes:

1. To provide relief agreed upon for the Claimants;
2. To ensure that Robertson's employment practices comply with federal law;
3. To avoid expensive and protracted costs incident to litigation;

and,

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4. To provide a final and binding settlement upon the Parties and on behalf of Claimants as to all claims alleged by the Commission in the Complaint filed in this action.

**III.
RELEASE OF CLAIMS**

A. This Decree fully and completely resolves all issues, claims, and allegations made by the EEOC against Robertson’s that are raised in the Complaint filed in this action in the United States District Court, Central District of California on September 30, 2006, captioned U.S. Equal Employment Opportunity Commission v. Robertson’s Ready Mix and DOES 1 to 10, Inclusive, Case No., CV 06-5651 CAS (CTx).

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

C. Nothing in this Decree shall be construed to limit or reduce Robertson’s obligation to comply fully with Title VII or any other federal employment statute.

D. This Decree in no way affects the EEOC’s right to bring, process, investigate, or litigate other charges that may be in existence or may later arise against Robertson’s in accordance with standard EEOC procedures.

**IV.
JURISDICTION**

A. The Court has jurisdiction over the Parties and the subject matter of this lawsuit pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1345, 1367 and 42 U.S.C.

1 § 2000e-5(f). The Complaint asserts claims that, if proven, would authorize the
2 Court to grant the equitable relief set forth in this Decree. The terms and
3 provisions of this Decree are fair, reasonable, and just.

4 **B.** This Decree conforms to the Federal Rules of Civil Procedure and
5 Title VII and is not in derogation of the rights or privileges of any person. The
6 entry of this Decree will further the objectives of Title VII and will be in the best
7 interests of the Parties and on behalf of the Claimants that the Commission is
8 seeking relief on behalf of in this Decree.

9
10 **C.** The Court shall retain jurisdiction of this action during the duration of
11 the Decree for the purposes of entering all orders, judgments, decrees that may be
12 necessary to implement the relief provided herein, or any other relief the Court
13 deems appropriate.

14 **V.**
15 **EFFECTIVE DATE AND DURATION OF DECREE**

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

19
20 **B.** The duration of this Consent Decree shall be three (3) years from the
21 date of the Effective Date.

22 **VI.**
23 **MODIFICATION AND SEVERABILITY**

24 **A.** This Decree constitutes the Parties' complete understanding with
25 respect to the matters contained herein. By the Parties' mutual agreement, this
26 Decree may be amended or modified in the interests of justice and fairness in
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1 order to effectuate the provisions of the Decree. No waiver, modification, or
2 amendment of any provision of this Decree will be effective unless made in
3 writing and signed by an authorized representative of each of the Parties.

4 **B.** If one or more provisions of the Decree are rendered unlawful or
5 unenforceable, the Parties shall make good faith efforts to agree upon appropriate
6 amendments to this Decree in order to effectuate the purposes of the Decree. In
7 any event, the remaining provisions will remain in full force and effect unless the
8 purposes of the Decree cannot, despite the Parties' best efforts, be achieved.
9

10 **VII.**
11 **COMPLIANCE AND DISPUTE RESOLUTION**

12 **A.** The Parties expressly agree that if the Commission has a good faith
13 reason to believe that Robertson's has failed to comply with any provision of this
14 Consent Decree, the Commission may file a motion before this Court to enforce
15 the Decree. Prior to initiating such action, the Commission will notify
16 Robertson's and its legal counsel of record, in writing, of the nature of the dispute.
17 This notice shall specify the particular provision(s) that the Commission believes
18 has/have potentially been breached and how that provision has/have been
19 potentially breached. Absent a showing by either party that the delay will cause
20 irreparable harm, Robertson's shall have thirty (30) days to attempt to resolve or
21 cure the breach in a manner satisfactory to both Parties.

22 **B.** The Parties agree to cooperate with each other and use their best
23 efforts to resolve any dispute referenced in the EEOC notice.
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25 **C.** After thirty days have passed with no resolution or agreement to
26 extend the time for resolution of the dispute referenced in the EEOC's notice, the
27 Commission may petition this Court for resolution of the dispute, seeking all
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1 available relief, including an extension of the term of the Decree for such period
2 of time as Robertson's is shown to be in breach of the Decree and the
3 Commission's costs incurred in securing compliance with the Decree.

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5 **VIII.**
6 **MONETARY RELIEF**

7 **A.** In settlement of this lawsuit, Robertson's shall pay a total of \$550,000
8 to be designated as a "Class Fund" to resolve this action. The designation of who
9 is a Qualified Claimant and allocation of the Class Fund to the Qualified
10 Claimants shall be made at the sole discretion of the EEOC as determined
11 pursuant to subsection D. herein.

12 **B.** Robertson's shall hire a Claims Administrator, whose duty shall be to
13 administer and effect distribution of sums specified herein to persons determined
14 to be Qualified Claimants who have completed and complied with the Notice and
15 Claims Process, all as set forth in this Decree, in accordance with the written
16 specifications of the EEOC. Defendants shall have the sole responsibility for all
17 costs and fees connected with establishing and maintaining the Class Fund.

18 **C.** Robertson's shall cause the Claims Administrator to send Notice and
19 Claims Forms to all Qualified Claimants who applied for the position of
20 mixer/driver at Robertson's business during the Relevant Period which is defined
21 as January 1, 1997 to the Effective Date ("Relevant Period").

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23 **D. Qualified Claimant**

24 A Qualified Claimant shall be:
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1. All women who submitted an application for employment for a ready mix driver position at Robertson’s Ready Mix during the Relevant Period are “Eligible Applicants.”

2. A “Qualified Claimant” is an Eligible Applicant who, at the time of application, graduated from high school or a had a G.E.D., and did not have a moving violation or at-fault accident in the three (3) years immediately preceding her application for employment as a ready mix driver at Robertson’s Ready Mix, or in the case of an alcohol or controlled substance related driving violation, in the seven (7) years immediately preceding her application for employment as a ready mix driver at Robertson’s Ready Mix.

3. If an Eligible Applicant has either graduated high school or has a G.E.D., but did not provide a print-out of her Department of Motor Vehicle report at the time of application for the ready mix driver position, a notice will be sent to such Eligible Applicant requiring them to affirm under penalty of perjury that they did not have a moving violation within three years, or in the case of an alcohol or controlled substance related driving violation, within the seven (7) years, immediately preceding her application for employment as a ready mix driver at Robertson’s (“Affirmation”). If such an Eligible Applicant provides such an Affirmation, she will be deemed a Qualified Claimant.

4. It is agreed that, if any information provided by an Eligible Applicant in her Affirmation or Claim Form, conflicts with information on her application for employment as a Ready Mix Driver at Robertson’s Ready Mix or in the Department of Motor Vehicle Report she provided at the time of her application for employment as a Ready Mix Driver at Robertson’s Ready Mix, the information provided on her application for employment and/or on the

1 Department of Motor Vehicle Report controls the determination of whether the
2 Eligible Applicant is a Qualified Claimant.

3
4 5. If Robertson's demonstrates that an Eligible Applicant does not
5 meet the requirements and conditions set forth in VIII.D.1. through 3. then that
6 Eligible Applicant shall not be sent a Notice and Claims Form.

7
8 6. Within five (5) days of the Effective Date, Robertson's shall
9 provide to the EEOC a list of the names, addresses and dates of application of all
10 Qualified Claimants, and it shall provide the EEOC with a list of all the names,
11 addresses, and dates of application of all Eligible Applicants whom it deemed not
12 be Qualified Claimants. These two lists comprise the pool of Eligible Applicants.

13 E. Notice and claims process

14 1. The Claims Administrator shall send Notices and Claims Forms
15 (attached hereto as Exhibit "A") to all Qualified Claimants within five (5) days
16 of providing the EEOC with the list of the Eligible and Qualified Claimants.
17 Concurrently therewith, the Claims Administrator shall provide to the EEOC a
18 certification that it has mailed Notice and Claim Forms to all Qualified
19 Claimants. If an Eligible Applicant becomes a Qualified Claimant, by
20 submitting an Affirmation as set forth in VIII.D.3., after the initial list of
21 Qualified Claimants is sent to the EEOC, the Claims Administrator shall within
22 five (5) days of receiving the Affirmation send Claim Forms to such Qualified
23 Claimants and will concurrently advise the EEOC that Claim Forms have been
24 sent to such Qualified Claimants.

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26 2. Qualified Claimants shall have four (4) months from the date of
27 mailing of the Notice and Claim Form in which to return the Claim Form. In the
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1 event that a Qualified Claimant fails to return the Claim Form within that period
2 of time, that Qualified Claimant shall not be entitled to take any part of the Class
3 Fund, unless the Notice and Claim form have been returned to the Claims
4 Administrator as undeliverable, and in that case, paragraphs VIII.E. 3 through 6
5 shall apply.

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7 3. If a Qualified Claimant's Notice and Claims Form is returned to
8 the Claims Administrator as undeliverable, the Claims Administrator shall
9 conduct data base research for that Qualified Claimant's current address and
10 further use reasonable efforts to locate the Qualified Claimant's current address at
11 Robertson's cost. The Claims Administrator shall immediately notify the EEOC
12 if a Notice and Claim Form is returned as undeliverable and shall further notify
13 the EEOC of the Claims Administrator's subsequent efforts to find a current
14 address.

15 4. If the Claims Administrator is able to obtain an updated address
16 for the Qualified Claimant, the Claims Administrator shall re-mail the Notice and
17 Claim Form to the Qualified Claimant at the updated address and provide the
18 EEOC with notice of the re-mailing.

19 5. Thereafter, the Qualified Claimant shall have three (3) months
20 within which to return the Claims Form. In the event that a Qualified Claimant
21 fails to return the Claims Form within that period of time, that Qualified Claimant
22 shall not be entitled to take any part of the Class Fund.
23

24 6. If, after conducting data base research and otherwise using
25 reasonable efforts to locate a Qualified Claimant, the Claims Administrator is
26 unable to locate a current address for a Qualified Claimant, Robertson's shall be
27 released from any and all further liability for the same under this Decree.
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1 F. Distribution

2 1. Every Qualified Claimant who returns a Claims Form to the
3 Claims Administrator, and as applicable, the Affirmation set forth in paragraph
4 within VIII.D. 3 of this Agreement, within four (4) months of the Claims
5 Administrator's mailing of the Notice and Claims Form shall be entitled to
6 distribution from the Class Fund. If a Qualified Claimant's Notice and Claim
7 Form are returned to the Claims Administrator as undeliverable and the Claims
8 Administrator obtains an updated address for the Qualified Claimant, and if such a
9 Qualified Claimant returns a completed claim form and if applicable an
10 Affirmation within three (3) months of the re-mailing of the Notice and Claim
11 form, the Qualified Claimant shall be entitled to distribution from the Class Fund.
12 Notwithstanding paragraphs VIII.E.3 through 6 and VIII.F.1 of this Agreement,
13 no Qualified Claimant shall be entitled to distribution from the Class Fund if the
14 Qualified Claimant does not return a completed Claim Form and, if applicable, an
15 Affirmation within seven (7) months of the Claims Administrator's first mailing
16 of the Notice and Claim Form. If, however, for some unforeseen circumstance,
17 the Claims Administrator determines that this seven month period should be
18 extended, the parties will agree to a reasonable extension of the seven (7) month
19 period. Such extension shall not exceed forty-five (45) days. Any extensions
20 beyond that shall be with leave of court.

21
22 2. Thirty (30) days after the expiration of the seven (7) month
23 period set forth in paragraph VIII.F.1 of this Agreement, the Claims Administrator
24 shall provide to the EEOC a list by name and address of all Qualified Claimants
25 who have completed and returned the Claim Form, and, as applicable, the
26 Affirmation, and the Class Fund shall then be distributed at the sole discretion of
27 the EEOC.
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3. Robertson's shall make payments by check transmitted via first class mail. All amounts distributed from the Class Fund shall be evidenced by IRS Form 1099 to each Qualified Claimant. All amounts distributed from the Class Fund constitute "compensatory damages," under the Civil Rights Act of 1991, 42 U.S.C. §1981a. Robertson's shall issue a Form 1099 to each Qualified Claimant for all payments disbursed from the Class Fund.

4. Within ten (10) business days of the issuance of each check, Robertson's shall submit a copy of each check and related correspondence to Anna Park, Regional Attorney, United States Equal Employment Opportunity Commission, 255 East Temple Street, 4th Floor, Los Angeles, CA 90012.

5. Robertson's shall be solely responsible for any costs associated with the issuance and distribution of the 1099 tax reporting forms to each of claimants. Robertson's, however, shall not be responsible for any tax consequences arising from any payments made pursuant to this Decree.

**IX.
INSTATEMENT**

A. Claimants who are qualified as set forth above, and remain qualified, will be allowed to reapply and be considered for employment with Robertson's. Robertson's shall inform the EEOC through the Monitor whether any Qualified Claimants applied as a ready mix driver from the Effective Date and during the term of the Decree. EEOC shall also be informed as to whether a Qualified Claimant was offered a position as a ready mix driver.

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X.
GENERAL INJUNCTIVE RELIEF

A. Non-discrimination and Non-Retaliation

1. Robertson's, its officers, agents, management (including all supervisory employees), successors, assigns, and all those in active concert or participation with them, or any of them, hereby agree not to: (a) engage in any hiring practices that discriminate based upon sex (female); (b) discriminate against persons on the basis of sex in the terms and conditions of employment; (c) engage in or be a party to any action, policy or practice that is intended or is known to them to have the effect of harassing or intimidating any employee on the basis of sex; and (d) create, facilitate or permit the existence of a work environment that is hostile to employees due to sex.

2. Robertson's, its officers, agents, management (including all supervisory employees), successors, assigns, and all those in active concert or participation with them, or any of them, hereby agree not to engage in, implement or permit any action, policy or practice with the purpose of retaliating against any current or former employee or applicant of Robertson's because he or she has in the past, or during the term of this Decree: (a) opposed any practice made unlawful under Title VII; (b) filed a charge of discrimination alleging such practice; (c) testified or participated in any manner in any investigation (including without limitation, any internal investigation undertaken by Robertson's), proceeding in connection with this case and/or relating to any claim of a Title VII violation; (d) was identified as a possible witness or claimant in this action; (e) asserted any rights under this Decree; or (f) sought and/or received any relief in accordance with this Decree.

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B. Equal Employment Opportunity Monitor

1. Robertson’s has designated an Equal Employment Opportunity Monitor (“Monitor”) with demonstrated experience in the area of employment discrimination and recruitment/hiring issues, to implement and monitor Robertson’s compliance with Title VII and the provisions of this Decree.

2. The Monitor shall be subject to the EEOC’s approval, which shall not be unreasonably withheld. If the EEOC does not approve Robertson’s proposed Monitor, the Parties shall jointly agree upon a Monitor, and Robertson’s shall retain the Monitor within fifteen (15) days of the EEOC’s provision of that agreement. Robertson’s shall bear all costs associated with the selection and retention of the Monitor and the performance of his/her duties.

3. The Monitor shall report directly to Robertson’s General Counsel;

4. The Monitor’s responsibilities shall include:
- a. Overseeing Robertson’s hiring and recruitment practices, including the tracking of applications for the ready mix driver position;
 - b. Overseeing Robertson’s training of its employees on their rights under equal employment opportunity laws and in training managerial/supervisory staff of their responsibilities with respect to recruiting and hiring under Title VII;
 - c. Overseeing Robertson’s recruitment and hiring of women into the ready mix driver position;

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d. Overseeing Robertson’s recordkeeping and reporting requirements under this Decree are accurately and timely met; and

e. Further ensuring compliance with the terms of this Decree.

C. Recruiting and Hiring

1. Defendant will continue its current female recruitment and hiring practices aimed at increasing the pool of qualified females for the position of ready mix driver. Robertson’s is committed to increasing workplace diversity by undertaking recruitment activities to recruit women into the ready mix driver position.

2. Robertson’s shall also have clear written job hiring criteria for the ready mix driver position. Robertson’s shall objectively apply the job hiring criteria it set forth in writing.

D. Revision of Policies and Procedures Concerning Discrimination

Robertson’s shall review and/or revise its written policy on discrimination and recruitment/hiring, and provide a copy to the EEOC and the Monitor within sixty (60) days after the Effective Date. The policies and procedures shall include:

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

2. Assurance that employees who make complaints of discrimination or provide information related to such complaints will be protected against retaliation;

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3. Assurance of involvement of human resources in the hiring process;

4. A clearly described complaint process that provides accessible and confidential avenues of complaint with contact information including name (if applicable), address, and telephone number of persons both internal (i.e. human resources) and external to Robertson's (i.e. the Commission) to whom employees may report discrimination and retaliation, including a written statement that the employee may report the discriminatory behavior to designated persons outside their chain of management;

5. Assurance that the employer will protect the confidentiality of discrimination complaints to the extent possible;

6. A complaint process that provides a prompt, thorough, and impartial investigation;

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

8. Assurance that Robertson's will take immediate and appropriate corrective action when it determines that discrimination and/or retaliation has occurred. EEOC shall comment on the policy within forty-five (45) days of receipt. Should the policy not require any revision, Robertson's shall confirm distribution of the policy no later than ten (10) days after the forty-five (45) day period.

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9. The policy shall be distributed to all of Robertson's employees, including management/supervisory staff, and shall be included in any relevant policy or employee manuals distributed to employees by Robertson's.

10. Robertson's shall collect acknowledgments from each employee.

11. Throughout the term of this Decree, Robertson's shall also post the revised policies and procedures in a place that is conspicuous and accessible to all employees at each of its locations covered by this Decree in a legible font that is a minimum of 15 points in size.

E. Posting

Within ten business days after the Effective Date and throughout the term of this Decree, Robertson's shall post notice (attached as Exhibit "B") of the terms of this Decree in its facilities at locations frequented by employees at the location covered by this Decree. This posting shall remain in place for three years from this Decree's Effective Date. The posting is intended to inform its employees of the fact of the terms of the Decree and the relevant terms.

F. Training

1. Within ninety (90) days after the Effective Date or sixty (60) days after hiring the Monitor, whichever is later, all of Robertson's managerial/supervisory employees shall be required to attend a live training program on EEO obligations including EEO hiring obligations under Title VII. The training shall be at least two hours long for supervisors, managers, recruiters, and Human Resources. The training shall be mandatory. The live training shall

1 be conducted annually during the term of the Decree. Non managerial employees
2 shall receive at least one (1) hour training on EEO laws.

3 2. All employees' training shall include coverage of the subjects
4 of equal employment opportunity rights and responsibilities, including but not
5 limited to Title VII's prohibitions against discrimination on the basis of sex and
6 reaffirms Robertson's commitment to non-discriminatory hiring.
7

8 3. For the remainder of the term of this Decree, all new employees
9 and all employees recently promoted from a staff/hourly to a managerial position
10 shall receive the managerial or staff/hourly employee training, as appropriate,
11 within thirty days of hire or promotion.

12 4. After the initial training as specified above, all employees shall
13 receive the training at least annually thereafter for the remainder of the term of
14 this Decree.
15

16 5. Within sixty (60) days after the Effective Date or thirty (30)
17 days after hiring the Monitor, whichever is later, Robertson's shall submit to the
18 EEOC and the Monitor a description of the training to be provided and an outline
19 of the curriculum developed for the trainees.
20

21 6. Robertson's shall give the EEOC via the Monitor, a minimum
22 of ten business days' advance written notice to the EEOC of the date, time and
23 location of each training program pursuant to this Decree, and agrees that a EEOC
24 representative may attend any such training program.

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**XI.
RECORD KEEPING AND REPORTING**

A. Record Keeping

1. Robertson's shall submit annual EEO-1 reports and shall maintain all employment applications and resumes submitted during the term of the Decree.

2. Robertson's shall maintain all records associated with its recruitment efforts and advertisement campaign undertaken pursuant to this Decree.

3. Robertson's shall maintain any revisions to its policies and procedures and acknowledge forms of its employees confirming receipt of the policies and procedures.

4. Robertson's shall maintain an Applicant Flow Log for the Ready Mix Driver position filled during the term of the Decree. The Applicant Flow Log shall contain, at a minimum:

a. The name, date of application and gender of each applicant for the ready mix driver position;

b. The name, date of selection and gender of the selectee;
and

c. The name, gender and title of each person who participated in the selection process on Robertson's behalf.

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5. Robertson's shall retain the following categories of documents in support of its Ready Mix Driver Applicant Flow Log:

- a. Job description;
- b. A copy of all advertisements placed in connection with recruiting for the position;
- c. Applications for all applicants who applied for the ready mix driver position, as well as applications indicating that the applicant was seeking employment in any or all available positions;
- d. Any other documentation submitted by applicants for the ready mix driver position in connection with the application process;
- e. The application and other documentation submitted by the person selected to fill the ready mix driver position; and
- f. Any documents pertaining to the selection process, including but not limited to interview notes.

6. Robertson's agrees that, at the EEOC's request at any time during the term of the Decree, the EEOC may inspect the Applicant Flow Log and any supporting documents. The Applicant Flow Log shall be given to the Monitor to oversee the hiring and recruitment obligations under this Decree.

7. Robertson's shall maintain all records associated with any complaints of discrimination based on a characteristic protected by Title VII of the 1964 Civil Rights Act brought to it by any member of its workforce, including, any writings or note reflecting the complaints, any documents gathered or

1 generated in the course of investigating into the complaint, and any documents
2 generated in connection with resolution of the complaint.

3
4 8. Robertson's shall maintain all records associated with the
5 trainings provided to its workforce pursuant to this Decree, including confirmation
6 that each employee was trained under the terms of the Decree.

7 **B. Reporting**

8
9 Robertson's shall provide the following reports to the EEOC in writing, by mail
10 or e-mail within eight months of the Effective Date:

11 1. Confirmation of the monetary distribution set forth in this
12 Decree to the Claimants, along with the claims notification requirements;

13 2. Within thirty (30) days of the Effective Date, Robertson's shall
14 submit the name, contact information and qualifications of its designated Monitor;

15
16 3. Within fifteen (15) days prior to each training provided
17 pursuant to the Decree, Robertson's shall submit a description of the training to be
18 provided, an outline of the curriculum, and the date, time and location of the
19 upcoming training;

20 4. A copy of the job description for mixer driver and anti-
21 discrimination hiring policies and procedures;

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23 5. An affirmation that the revised discrimination and hiring
24 policies has been posted and copies of all employee acknowledgment forms
25 indicating receipt of the revised job descriptions and discrimination and hiring
26 policies;

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6. Robertson's shall report semi-annually throughout the Term of this Decree on its Ready Mix Driver hiring practices. Each report shall contain the number and location of its Ready Mix driver hires, the name and gender of each selectee, and the number and genders of applicants for that position. The Applicant Flow Log shall be freely given to the Monitor.

7. Robertson's shall report annually throughout the term of this decree its training practices. Each report shall contain the attendance lists of all attendees for all training sessions required under this Decree that took place during the previous twelve months; a certification that all employees attended the trainings; and acknowledgments of receipt of the revised discrimination and hiring policies for all employees hired during the previous twelve months; and

8. Overall compliance with the terms of the Decree.

9. All reports under this Decree shall be directed to: U.S. Equal Employment Opportunity Commission, Attn. Regional Attorney Anna Park, 255 E. Temple Street, 4th Floor, Los Angeles, CA 90012.

**XII.
COSTS OF ADMINISTRATION AND IMPLEMENTATION
OF DECREE**

Robertson's shall bear all costs associated with the implementation of its obligations under this Decree, including the administration of the monetary claims, monitoring, and the mediation.

**XIII.
COSTS AND ATTORNEYS' FEES**

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

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**XIV.
MISCELLANEOUS PROVISIONS**

A. During the term of this Decree, Robertson’s shall provide any potential successor-in-interest with a copy of this Decree within a reasonable time of not less than thirty (30) days prior to the execution of any agreement for acquisition or assumption of control of any or all of Robertson’s operations, or any other material change in corporate structure, and shall simultaneously inform the EEOC of same.

B. During the term of this Decree, Robertson’s 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. The Parties agree to entry of this Decree and judgment subject to final approval by the Court.

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

Date: March 25, 2008

By: _____/S/_____
Anna Y. Park
Attorneys for Plaintiff

ATKINSON, ANDELSON, LOYA,
RUUD & ROMO

Date: March 20, 2008

By: _____/S/_____
Attorneys for Defendant Robertson’s
Ready Mix, Ltd.

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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: April 1, 2008

The Honorable Christina A. Snyder
United States District Judge

