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# EEOC v. Sonic Drive-in of Los Lunas LTD. and B&B Consultants INC.,

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# EEOC v. Sonic Drive-in of Los Lunas LTD. and B&B Consultants INC.,

## **Keywords**

EEOC, Sonic Drive-in of Los Lunas LTD. and B&B Consultants INC., CIV 09-953, Consent Decree, Disparate Treatment, Sexual Harassment, Hostile Work Environment, Retaliation, Terms and Conditions of Employment, Constructive Discharge, Sex, Female, Hospitality, Employment Law, Title VII

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

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

v.

CIV 09-953 WPJ/ACT

SONIC DRIVE-IN OF LOS LUNAS LTD. and  
B&B CONSULTANTS INC.,

Defendants.

**CONSENT DECREE**

\_\_\_\_\_ )

The United States Equal Employment Opportunity Commission (the “Commission” or “EEOC”) filed this action against Sonic Drive-In of Los Lunas, Ltd., and B & B Consultants, Inc., (collectively “Defendants”) 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 Rights Act of 1991, 42 U.S.C. § 1981a. In the Complaint, the Commission alleged that a class of women was subjected to sexual harassment by Robert Gomez, then a manager of and limited partner in Defendants’ Sonic Drive-In of Los Lunas, Ltd., including, but not limited to, verbal sexual harassment, including sexual comments and innuendo and unwelcome physical touching, which created a hostile work environment for them because of their sex, female. The Commission also alleged in the Complaint that a class of females suffered retaliation in the scheduling of their work hours and other terms, conditions, or privileges of their employment because they opposed the manager’s unwelcome sexual conduct. The Commission further alleged that a class of females was forced to resign their employment because of the pervasive sexual harassment, the retaliation they experienced, and/or the employer’s failure to provide appropriate preventive or remedial relief. Defendants deny all allegations of the EEOC

and enter into this Consent Decree without admitting or acknowledging liability and solely for the purpose of avoiding the time and expense of continued litigation.

The parties 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.

It is hereby **ORDERED, ADJUDGED AND DECREED:**

1. This Decree resolves all claims of the Commission against Defendants on behalf of the class of aggrieved females identified by EEOC in this lawsuit as individuals entitled to relief, including claims for back pay, compensatory and punitive damages, interest, injunctive relief, attorney's fees and costs arising out of the issues relating to this lawsuit.

2. The Court has jurisdiction of the subject matter of this action and of the parties.

3. The terms and provisions of the Consent Decree are adequate, fair, reasonable, equitable, and just. The rights of the parties are adequately protected by this Consent Decree.

4. This Consent 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 Consent Decree will further the objectives of Title VII and will be in the best interests of Defendants, the Commission and the public.

5. The parties agree that this Consent Decree constitutes a complete resolution of the following Charges of Discrimination, which are currently open and pending with the EEOC:

Hope Velasquez v. Sonic Drive-In, EEOC Charge No. 543-2010-01227;

Karla B. Espinosa v. Sonic Drive-In, EEOC Charge No. 543-2010-01182; and

Sabrina Lopez v. Sonic Drive-In, EEOC Charge No. 543-2010-01265.

As a result of this settlement and Consent Decree providing relief to Ms. Velasquez, Ms. Espinosa, and Ms. Lopez, the EEOC investigations of the foregoing charges will be administratively closed as “Settled with Benefits,” which closure will not result in Notices of Right to Sue being issued to the Charging Parties.

Nothing in this Decree precludes EEOC from filing lawsuits based on charges or claims by persons not resolved in this Decree. EEOC reserves all rights to proceed with respect to matters not covered in this Decree and to secure relief on behalf of aggrieved persons not covered by this Decree.

### **INJUNCTION**

6. Defendants, their owners, partners, stockholders, managers, agents, officers, employees, successors and assigns and all persons in active concert or participation with them, are permanently enjoined for the duration of the Decree from discriminating against any employee because of his or her sex, including subjecting employees or individuals to sexual harassment. This injunction will remain in effect for the duration of the Decree at the Defendants’ Sonic Drive-In restaurant in Los Lunas, New Mexico, and the following additional restaurant locations: (a) South Isleta restaurant in Albuquerque, New Mexico; (b) South Coors Road restaurant in Albuquerque, New Mexico; (c) Belen, New Mexico restaurant; (d) Bosque Farms, New Mexico restaurant; (e) Grants, New Mexico restaurant; and (f) Socorro, New Mexico restaurant (collectively referred to as the “Covered Locations”).

7. Defendants their owners, partners, stockholders, managers, agents, officers, employees, successors and assigns and all persons in active concert or participation with them, are permanently enjoined for the duration of the Decree from retaliating against any current or former

employee of the Los Lunas restaurant or other Covered Location because such employee has (a) opposed practices made unlawful by Title VII or a state equal employment opportunity statute, (b) filed a charge of discrimination, including sexual harassment, (c) assisted or participated in the filing of a charge of discrimination, including sexual harassment, (d) assisted or participated in an investigation or proceeding under Title VII or a state equal employment opportunity statute, or (e) filed an internal complaint of discrimination. This injunction will remain in effect for the duration of the Decree at all of the Covered Locations.

### **CLASS RELIEF**

8. **Settlement Fund Amount.** In accordance with this Decree, Defendants shall pay the total amount of two million dollars, \$2,000,000.00 (“the settlement amount”) to resolve EEOC’s claims for monetary relief on behalf of the class of aggrieved females identified by EEOC as individuals entitled to relief pursuant to this Decree and referred to herein as “Class Members.”

9. **Class Distribution List.** After notice to Class Members entitled to relief under this Decree and an opportunity for appeal (as provided in ¶¶ 11 B. and D. below), EEOC will provide Defendants, via email, a Final Class Distribution List in the form of an Excel spreadsheet, containing the following information for each Class Member: name, mailing address, total claim share amount allocated for compensatory damages. EEOC retains the sole discretion to determine the amount awarded to each Class Member as compensatory damages.

**10. Releases.** In order to receive a settlement payment pursuant to this Decree, a Class Member must sign a Release in the form attached as Exhibit D, and return the signed Release to EEOC by the acceptance/appeal deadline established by EEOC, or if appealed, within ten (10) business days after final resolution of the appeal by EEOC (as provided in ¶11.B. below), or within

ten (10) business days after the Court's final determination of the appeal (as provided in ¶ 11.D. below). Class Members who fail to timely return the signed Release may be deemed to have rejected the settlement amount designated for their claims and will not be entitled to receive any payment from the settlement fund.

11. **Appeals Process.** A Class Member may appeal the EEOC's determination of claim share amount. Such appeals are limited to challenging the EEOC's application of the criteria set forth in ¶ 11.A. below. Class Members may not challenge the Consent Decree or any of the terms herein.

**A. Criteria.** EEOC will determine claim shares based on the following criteria: (a) the Class Member's age or other vulnerability factors at the time of the alleged discrimination and/or retaliation; (b) the nature and extent to which the Class Member was subjected to a hostile work environment based on sex; (c) the severity of any sexual harassment to which the Class Member was subjected; (d) the length of time the Class Member worked in the sexually hostile environment; (e) whether the Class Member made efforts to complain about the hostile conditions of employment; (f) whether the Class Member articulated facts supporting a potential claim for retaliation; (g) whether the Class Member was subjected to different terms and conditions of employment based on the Class Member's sex and/or in retaliation for complaints; (h) whether the Class Member was actually or constructively terminated; (i) the nature and extent of emotional injury to the Class Member; (j) the specificity and verifiability of the Class Member's allegations; and (k) the extent to which the Class Member participated in and contributed to the EEOC's litigation effort.

**B. Written Appeal to EEOC.** A Class Member may appeal by delivering to EEOC's Regional Attorney Mary Jo O'Neill c/o Equal Employment Opportunity Commission, Albuquerque Area Office, 505 Marquette NW, Suite 900, Albuquerque, New Mexico 87102 or by Facsimile to (505) 248-5217, a written explanation of the basis for the appeal within the time period specified by the EEOC in the Notice(s) of Settlement provided to Class Members after entry of this Decree.

**C. Informal Resolution Process.** EEOC will consider and attempt to resolve each appeal and may undertake any additional investigation it deems necessary to resolution. If EEOC is able to resolve an appeal, EEOC will provide the appealing Class Member with a revised Release, if necessary, (Exhibit D), and the Class Member will have ten (10) business days to return a signed Release. The informal resolution process provided in this ¶ 11.C. will not continue for longer than ninety (90) days after entry of this Consent Decree. If there are no unresolved appeals, EEOC will provide Defendants with a Final Class Distribution List (as set forth in ¶ 9 above), as well as copies of the signed Releases from each listed Class Member who is to receive payment as described in ¶ 10 above. The EEOC will file a Notice that EEOC has provided Defendants a Final Class Distribution List and copies of the signed Releases.

**D. Appeal Hearing.** If there are any unresolved appeals, EEOC will forward them to the attention of U.S. Magistrate Judge Alan C. Torgerson, with copies to Defendants. The parties agree that Magistrate Torgerson may conduct a hearing to determine any unresolved appeals using the criteria set forth in ¶ 11.A. If necessary, EEOC will issue revised Releases to Class Members based on any modifications ordered by the Judge Torgerson after ruling on

appeals. Any Class Member whose appeal is presented to Judge Torgerson for determination shall have ten (10) business days after the Judge's determination to sign and return to EEOC a Release in the form of Exhibit D. Within ten (10) days after this final deadline for return of revised Releases sent after the hearing, EEOC will send to Defendants a Final Class Distribution List, as provided in ¶ 9 above, as well as copies of the signed Releases from each listed Class Member who is to receive payment, as described in ¶ 10.

12. **Final Distribution Of Class Settlement Fund.** Within ten (10) business days after receiving EEOC's Final Class Distribution List and copies of signed Releases from each settling Class Member, Defendants will send payments to Class Members in the amounts specified, and to the addresses specified in the EEOC's Final Class Distribution List. Upon prior written request to EEOC from the Class Member, Defendants will hold the check at the offices of Sheehan & Sheehan, PA, 40 First Plaza, NW, Suite 740, Albuquerque, NM, 87102, for pickup by the Class Members during normal business hours. These individuals will be reflected in the Final Class Distribution List with the notation "Will Pick Up Checks."

13. **Tax Forms.** Defendants shall issue an IRS Form 1099 to each Class Member for their settlement amounts designated as compensatory damages, and mail the form(s) to the Class Member at the address provided by EEOC on the Final Class Distribution List, unless otherwise notified by EEOC of a Class Member address change. Each Class Member shall be solely responsible for all of her own personal tax liability relating to payments received under this Decree.

14. **Administrative Costs.** Defendants shall pay all of Defendants' administrative costs for the process of distributing the settlement fund to the Class Members under this Consent Decree, including, but not limited to, postage, supplies, clerical services, accounting services, and tax return preparation incurred by Defendants in performing their duties under this Consent Decree.

15. **Copies of Checks to EEOC.** Within five (5) business days of issuance of the checks required by ¶¶ 8 and 12 of this Decree, Defendants shall submit a copy of the checks and any related correspondence to the Regional Attorney, Equal Employment Opportunity Commission, Albuquerque Area Office, 505 Marquette NW, Suite 900, Albuquerque, New Mexico 87102-2189.

16. **Original Releases to Defendants.** Within five (5) business days after EEOC's receipt of copies of Defendants' checks to Class Members, EEOC will forward to Defendants the original Class Member Releases.

17. **Impermissible Conditions.** Defendants will not condition the receipt of individual relief on any Class Members' agreement to (a) maintain as confidential the terms of this Decree or the facts or allegations underlying the litigation, (b) waive their statutory right to file a charge with any federal or state anti-discrimination agency, or (c) waive their right to apply for a position at any of Defendants' Sonic Drive-In restaurant facilities.

18. In response to any employment inquiries or reference checks concerning any of the Class Members entitled to relief under this Decree, Defendants shall provide employment references in the form of Exhibit A. This provision shall remain in force for so long as any Class Member uses Defendants as a reference and is not limited to the three (3) year duration of this Decree.

19. Defendants shall not take any action against any Class Member, any witness in this

proceeding or any other individual in retaliation for filing a charge of employment discrimination or for participating, assisting or testifying in this action.

20. Defendants shall provide each Class Member with a letter of apology signed by an owner, partner or high-ranking official of each of the Defendants in the form of Exhibit B.

**DEFENDANTS' CORRECTIVE POLICIES AND PRACTICES**

21. Defendants shall institute and carry out policies and practices that will provide a work environment free from sex discrimination and retaliation, including policies, procedures and practices to prevent sexual harassment of their employees and other individuals, and that allow employees and other individuals to raise concerns or complaints about matters made unlawful by Title VII, whether alleged, perceived or actual without retaliation. To assist Defendants in their efforts to provide a work environment free of sex discrimination, sexual harassment and retaliation, Defendants shall take the actions provided for in ¶¶ 22 through 26 and 28.

22. Within sixty (60) days of the entry of this Decree, Defendants shall review any existing policies on sex discrimination, including sexual harassment and retaliation, and make any changes necessary so that their policies and procedures comply with Title VII. Defendants shall ensure their written policy includes a statement that employees are encouraged to report directly to EEOC or any state equal opportunity agency. Defendants shall refrain from having any policy or practice that requires or causes employees to certify that they are not victims of discrimination or retaliation as a condition of receiving pay checks or other benefits of employment.

Defendants shall ensure that their policies and procedures relating to sexual harassment provide for and identify at least one person at each Covered Location who will have information about Defendants' complaint process, who may be designated to receive complaints, and who is

responsible for reporting such complaints in a timely manner to the designated Investigative Officer, as described below, or to the owners or partners of Defendants.

After reviewing and making any necessary revisions to their policies, Defendants shall distribute the revised sexual harassment and non-retaliation policies and complaint procedures quarterly to each of its current full and part-time employees at the Covered Locations, and to each new employee hired at any Covered Location, within 10 days of their hire, for the duration of this Decree. The policy and procedure statements that are provided to Defendants' employees should be designed to present easily understood, convenient, consistent, confidential and reliable procedures for reporting incidents of sexual harassment and retaliation. These procedures, at a minimum, shall include provisions incorporating the following:

A. Within sixty (60) days of entry of this Decree and for the duration of this Decree, Defendants shall designate at least one employee in a supervisory or managerial position to serve as an Investigative Officer for employees at the Covered Locations who may have questions, concerns or complaints about sexual harassment or retaliation. This Investigative Officer shall be responsible for communicating with employees about Defendants' complaint and investigation process, answering employees' preliminary inquiries, and investigating complaints of sexual harassment at the Covered Locations.

B. Within sixty (60) days of entry of this Decree and for the duration of this Decree, the name(s), responsibilities, work location, and telephone number of the Investigative Officer(s) will routinely and continuously be posted in a location frequented by employees, and provided to all employees so that an employee seeking such name can enjoy anonymity and remain inconspicuous to other employees.

C. For the duration of this Decree, complaints of sexual harassment or retaliation will be accepted in writing, orally, or anonymously and all complaints will be taken seriously and investigated appropriately.

D. Only those who have an immediate need to know, including the Investigative Officer(s), owner(s), partner(s), the alleged target of harassment or retaliation, the alleged harasser(s) or retaliator(s) and any witnesses, may find out the identity of the complainant.

E. During an investigation of a sexual harassment complaint of an employee or other individual, Investigative Officers will have the responsibility for expeditiously and appropriately investigating all complaints.

F. The Investigative Officers shall endeavor to immediately interview in person all affected individuals and potential witnesses to the alleged harassment without the presence of other management officials.

G. All parties contacted in the course of an investigation will be advised that any retaliation or reprisal against an individual who is an alleged target of harassment or retaliation, who has made a complaint, or who has provided evidence in connection with a complaint will not be tolerated and could result in disciplinary action.

H. Each Investigative Officer will receive thorough and appropriate training about sexual harassment and sexual harassment investigations. This training shall consist of at least two hours in addition to that provided under ¶ 26 of this Decree.

I. The Investigative Officer will recommend remedial measures, if appropriate, based upon the results of the investigation, and Defendants will promptly consider and act upon such recommendation.

J. The Investigative Officer will maintain a file on the original complaint(s) and any follow-up investigation.

K. Defendants' owners, partners, managers, officials, agents, or employees who engage in sexual harassment or retaliation, who fail to cooperate with company-sponsored investigations of sexual harassment or retaliation, or who refuse to implement remedial measures will be advised that they may be sanctioned severely by loss of income, suspension or dismissal.

23. Defendants shall, within sixty (60) days of the entry of this Consent Decree, and at least continuously for the duration of this Decree, develop and implement a management and partner evaluation and compensation system which includes EEO compliance and compliance with this Decree as factors which shall be used to evaluate all partners or managers in the State of New Mexico and to determine the amount of "other performance bonuses" as described in the General Manager's Contract Addendum which partners and managers may be eligible for during the duration of this Decree.

24. Defendants agree that it shall never rehire Robert Gomez at any of Defendants' facilities in the United States. To assure that Gomez is never rehired by Defendants at any Drive-In or other facility in the United States, Defendants will place a document on the top of Gomez personnel file that reads in bold, "Not Eligible for Rehire at any Drive-In or facility in the United States." If Defendant maintains any computerized personnel file for Gomez, such computerized file must also be annotated to reflect that Gomez is not eligible for rehire.

25. In all Covered Locations, Defendants shall post within thirty (30) days of the entry of this Consent Decree, and continuously for the duration of this Decree, in prominent places

frequented by employees, the Notice attached to this Decree as Exhibit C. This Notice shall be the same type, style and size as in Exhibit C.

26. Defendants shall provide training on sex discrimination, sexual harassment, and retaliation according to the following terms:

A. **Live Training for Owners, Partners, and Managers:** Defendants shall provide at least six (6) live training sessions during the term of this decree. All owners, partners, and managers at Sonic Drive-In restaurants or facilities owned or operated by Defendants in New Mexico shall attend the training. Duplicative sessions may be held to accommodate staffing needs. Defendants shall be responsible for all costs associated with this training.

B. During the first year of the decree, the training required under ¶ 26A shall be conducted prior to September 30, 2011. Additional training shall be conducted one-hundred and eighty days after the first training session. For the duration of the Consent Decree, Defendants shall conduct training at least twice each remaining year of this Decree. One training each year may be by live webcast that permits participants to ask questions.

C. **Training for Non-Supervisory Employees:** For the duration of this decree, at or around the time of hire, employees hired at any of Defendants' facilities in New Mexico shall view a video tape of the training, a professional training tape, or an electronic training module which covers the topics set forth in paragraph 26F. The training module presently being used by Defendants for new employees includes a video/computer presentation which the employee views with a training manager. Defendants shall augment this presentation with an additional document that highlights its anti-harassment policies and reporting procedures. Non-supervisory employees will be provided a live discussion of Defendants'

anti-harassment policies and reporting mechanisms on an annual basis by an employee who is a General Manager or more senior.

**Training for Supervisory Employees:** For the duration of this decree, at or near the time of hire or promotion to a supervisory position (including without limitation crew leader and/or assistant manager) at any of Defendants' facilities in New Mexico, such supervisory employees shall view a video tape of the training, a professional training tape, or an electronic training module which covers the topics set forth in paragraph 26F. The computer/video training module presently being used by Defendants to train new supervisors in New Mexico will be supplemented with appropriate written notification of their role as agents for Defendants, their obligation to be aware of workplace harassment, and their obligation to report any forms of workplace harassment to the Defendants' corporate office. Supervisory employees will be required to repeat this training annually.

D. **Submission of Training Information to the EEOC:** For the live training sessions required by this Decree, Defendants shall select a qualified trainer or facilitator and shall submit the trainer's or facilitator's name, resume, training agenda and the date(s) of the proposed training to the EEOC at least sixty (60) days prior to the seminar-training session. Electronic training modules utilized by Defendants to conduct training shall be provided to the EEOC within sixty (60) days from the entry of this Consent Decree or sixty (60) days prior to their use by Defendants to the extent that such training modules have not already been provided to the EEOC.

E. The live training provided to owners, partners and managers described in paragraph 26A shall include a minimum of two hours of instruction. All personnel, designated in

Paragraph 26A shall both register and attend the training. The registry of attendance shall be retained by Defendants at least for the duration of the decree.

F. The training, at a minimum shall include the subjects of: what constitutes sex discrimination, including sexual harassment and retaliation; that sex discrimination in the hiring, firing, compensation, assignment or other terms, conditions or privileges of employment and retaliation violates Title VII; how to prevent sex discrimination and retaliation; how to provide a work environment free from sex discrimination, sexual harassment, and retaliation; and to whom and by what means employees may complain if they feel they have been subjected to sex discrimination, sexual harassment or retaliation in the workplace.

G. Immediately following the training sessions described in paragraph 26A, the highest ranking corporate officials of Defendants available at the training shall speak to the managers and employees about: (1) potential discipline that can be taken against supervisors, managers and employees who commit acts of sex discrimination or retaliation or who allow sex discrimination or retaliation to occur in the workplace; (2) the importance of maintaining an environment free of sex discrimination and retaliation; and (3) the employer's policies regarding sex discrimination, sexual harassment, and retaliation. This time shall not be counted toward the two-hour minimum training required in paragraph 26E.

27. The Commission, at its discretion, may designate Commission representatives to attend and participate in any of the live training sessions described above in ¶ 26.A.

**REPORTING BY DEFENDANTS AND ACCESS BY EEOC**

28. Defendants shall separately report in writing and in affidavit form to the Regional Attorney of the Commission's Albuquerque Area Office at 505 Marquette NW, Suite 900, Albuquerque, New Mexico 87102-2189, beginning six months from the date of the Entry of this Decree, and thereafter every six months for the duration of the Decree, the following information:

A. Any changes, modifications, revocations, or revisions to its policies and procedures which concern or affect the subject of sex discrimination, sexual harassment and retaliation.

B. The name, address, position, social security number, and telephone number of any employee of the Covered Locations who during the six (6) months preceding the report has brought allegations of sex discrimination, sex harassment, or retaliation arising from activities of the Covered Locations against Defendants or its personnel, including but not limited to owners, partners, management officials, vendors, agents, or employees. The nature of the complaint, investigatory efforts made by Defendants and the corrective action taken, if any, shall be specified.

C. The registries of persons attending each of the seminar-training sessions required in ¶¶ 22H and 26 of this Decree and a list of current employees on the day of the seminar-training session.

D. An affidavit by Defendants' majority partner that they have complied with ¶¶ 6 through 26 of this Decree, including a copy of the document placed in Gomez' personnel file noting ineligibility for rehire and an affidavit stating that the Notice required in ¶ 25 of this Decree was posted and the State of New Mexico locations where it was posted.

E. Copies of any video presentations Defendants utilize to comply with the requirements of this Decree.

29. The Commission upon reasonable notice shall have the right to enter and inspect the premises of the Covered Locations to insure and confirm compliance with this Decree and federal anti-discrimination laws.

### **COSTS AND DURATION**

30. Each party shall bear its costs and attorney's fees incurred as a result of this action through the entry of this Decree.

31. The duration of this Decree shall be three (3) years from its entry. This Court shall retain jurisdiction of this action for the duration of the Decree, during which the Commission may petition this Court for compliance with this Decree. Should the Court determine that Defendants have not complied with this Decree, appropriate relief, including extension of this Decree for such period as may be necessary to remedy its non-compliance, may be ordered.

32. This Decree shall expire by its own terms at the end of three (3) years after entry, without further action by the parties.

33. The parties agree to entry of this Decree subject to final approval by the Court.

ENTERED AND ORDERED this 14<sup>th</sup> day of June, 2011.

UNITED STATES DISTRICT JUDGE

CONSENTED TO:

Mary Jo O'Neill  
Regional Attorney  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
3300 N. Central Ave., Suite 690  
Phoenix, Arizona 85012

LOS LUNAS, NEW MEXICO, LLC f/k/a  
SONIC DRIVE-IN of Los Lunas, NM, Ltd.  
by B & B Consultants, Inc., Managing  
Member, by Barbara Stammer, President

Barbara Stammer, President  
B & B CONSULTANTS, INC.

APPROVED AS TO FORM:

Loretta Medina  
Senior Trial Attorney

Rita Byrnes Kittle  
Supervisory Trial Attorney

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Attorneys for Defendants

**EXHIBIT A**  
**LETTERS OF REFERENCE**

To Whom It May Concern:

\_\_\_\_\_(employee name) worked for Sonic Drive-In of Los Lunas, Ltd in Los Lunas, New Mexico from \_\_\_\_\_(hire date) to \_\_\_\_\_(end date). Ms. \_\_\_\_ held the positions of \_\_\_\_\_ during her tenure with Sonic. [If applicable: Ms. \_\_\_\_\_ was promoted to the following positions during her employment with Sonic.]

Sincerely,

Sonic Official

**EXHIBIT B**  
**LETTERS OF APOLOGY**

RE: Sonic Drive-In of Los Lunas, Ltd., and B & B Consultants, Inc.  
CIV 09-953 WJ/ACT (D.NM).

Dear \_\_\_\_\_:

On behalf of Sonic Drive-In of Los Lunas, Ltd., and B& B Consultants, Inc., (“Sonic”), I wish to express my sincere regret that you found your experience, while employed at Sonic, to be offensive and hostile to women.

Thank you for the contributions you made while employed at Sonic and we wish you success in your future endeavors.

Sincerely,

Sonic Official

**EXHIBIT C**  
**NOTICE TO EMPLOYEES**

This Notice is posted pursuant to a Consent Decree entered into between Defendants Sonic Drive-In of Los Lunas, Ltd, and B & B Consultants, Inc., referred to in this Notice as “Defendants” and the Equal Employment Opportunity Commission (EEOC).

It is unlawful under federal law (Title VII of the Civil Rights Act of 1964) and state law to discriminate against an employee on the basis of sex in hiring, firing, compensation or other terms, and conditions or privileges of employment, including sexual harassment. It is also unlawful under federal and state law to retaliate against any individual who complains of harassment.

Defendants prohibit all forms of sex discrimination, including sexual harassment. Prohibited sexual harassment includes, but is not limited to, the following conduct:

- a. unwelcome touching of a sexual nature;
- b. unwelcome comments, including comments regarding intimate body parts, or clothing and discussion of sexual jokes or sexual behavior;
- c. unwelcome requests for dates, sexual favors and propositions
- d. unwelcome distribution in the workplace of cartoons, pictures or drawings of a sexual nature; and
- e. unwelcome display of pornographic material in the workplace.

Defendants shall not discriminate on the basis of sex and shall not retaliate against any employee who opposes a practice made unlawful under federal law, files, assists or participates in the filing of a charge of discrimination or participates in any investigation under Title VII, or who files a complaint alleging discrimination.

If you believe you are being sexually harassed, discriminated against based on sex or retaliated against you should report this to the designated investigative officer at your workplace who may be contacted at

If you believe you have been discriminated against or retaliated against in the Defendants’ workplaces, you always have the right to seek assistance from:

- 1) EEOC Albuquerque Area Office, 505 Marquette NW, Suite 900, Albuquerque, New Mexico 87102, (505) 248-5202 or 1-800-669-4000.
- Or
- 2) NM Department of Workforce Solution, Human Rights Bureau, 1596 Pacheco St., Suite 103, Santa Fe, New Mexico 87505, (505) 827-6838 or 1(800) 566-9471.

You have the right to file a charge with the EEOC or the state fair employment practice agencies listed above if you believe you are being discriminated against or retaliated against.

**EXHIBIT D**  
**CLASS MEMBER RELEASE**

In consideration for \$ \_\_\_\_\_ paid to me by Sonic Drive-In of Los Lunas Ltd. and B&B Consultants, Inc. in connection with the resolution of *EEOC v. Sonic Drive-In of Los Lunas Ltd. and B&B Consultants, Inc.*, Civil Action No. 9-CV-953 WJ/ACT, I waive and release my right to recover for any claims of sex discrimination and retaliation under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e, *et seq.*, that I had against Sonic Drive-In of Los Lunas Ltd. and B&B Consultants, Inc. prior to the date of this release and that were or could have been included by the EEOC in the Title VII sex discrimination and retaliation claims alleged in EEOC's complaint in the United States District Court for the District of New Mexico.

Date: \_\_\_\_\_ Signature: \_\_\_\_\_