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 U.S. DISTRICT COURT  
 MIDDLE DISTRICT OF LOUISIANA  
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UNITED STATES DISTRICT COURT  
 MIDDLE DISTRICT OF LOUISIANA

U.S. EQUAL EMPLOYMENT	)	
OPPORTUNITY COMMISSION,	)	
PLAINTIFF	)	CIVIL ACTION NO. 99-0365
	)	
V.	)	
	)	SECTION "C" M2
SPECIALIZED INDUSTRIAL	)	
MAINTENANCE,	)	JUDGE TYSON
DEFENDANT	)	MAGISTRATE JUDGE NOLAND
	)	

CONSENT DECREE

WHEREAS, the United States Equal Employment Opportunity Commission ("the Commission") has instituted the captioned civil action in this the United States District Court for the Middle District of Louisiana, charging Specialized Industrial Maintenance ("SIM" or "Defendant"), with violations of Title VII of the Civil Rights Act of 1964, as amended, and Section 102 of the Civil Rights Act of 1991(hereafter referred to as "Title VII") to obtain injunctive relief, damages and other appropriate relief on behalf of Mary Smith as a result of alleged gender discrimination; and

DKT. & ENTERED

DATE 4-14-00  
 NOTICE MAILED TO:

DATE \_\_\_\_\_ BY NML

*Ret NL Agular Foster*



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DATE: 04/14/00

DEPUTY CLERK: NL

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WHEREAS, Defendant has not admitted and does not admit that it has engaged in any unlawful employment practices; and

WHEREAS, this Court has jurisdiction over the subject matter of this action and over the parties to this action; and

WHEREAS, Defendant, the Commission, and the parties have agreed to settle this matter for the relief specified in this Consent Decree (sometimes referred to hereinafter as “this Decree”); and

WHEREAS, the parties to this lawsuit now wish to resolve all claims and controversies encompassed by this lawsuit without the burden, expense or delay of further litigation;

Therefore, it is **ORDERED, ADJUDGED, AND DECREED** that:

1. The negotiation, execution and entry of this Consent Decree will resolve any and all claims of Title VII violations brought by the Commission against Defendant alleged in the instant civil action.
2. The purposes of Title VII will be furthered by the entry of this Decree, the terms of which constitute a fair and equitable settlement.
3. Neither the negotiation, nor the execution, nor the entry of this Consent Decree shall constitute an acknowledgment or admission of any kind by Defendant that its officers, agents or employees have violated or have not been in compliance with Title VII or any other applicable law, regulation or order.

4. This Consent Decree relates to any and all claims, demands, or causes of action arising out of alleged violations of Title VII, and all claims, demands, or causes of action arising out of and/or related to the facts which gave rise to the alleged violations of Title VII which were complained of in Charge of Discrimination Number 270-94-1189 and which formed the basis of Civil Action Number 99-0365 filed in the United States District Court for the Middle District of Louisiana. EEOC reserves all rights to proceed with respect to matters like and related to these matters but not covered in this Consent Decree and to secure relief on behalf of aggrieved persons not covered by the terms of this Consent Decree.

5. Within ten (10) days of the receipt of the release discussed below, Defendant shall tender to Ms. Smith the sum of \$6,750.00 (six thousand seven hundred and fifty dollars) as consideration for this decree. It is hereby understood that this consideration is in no way intended to constitute back pay to Mary Smith. Defendant will condition this tender to Ms. Smith on her executing a settlement agreement releasing her claims arising from the events and/or omissions that are the subject of this lawsuit.

6. Defendant, its directors, officers, agents, employees, successors, and assigns shall comply with Title VII in its hiring practices. Specifically, SIM agrees that it will not reject any person for employment because that person's gender.

7. Defendant shall not retaliate against any person for having participated in any way in the Commission's investigation of this matter.

8. Defendant agrees to provide the Commission with four written reports, at six month intervals beginning six months after the execution of this Decree, setting forth all rejected female applicants for employment in construction trade jobs, setting forth an explanation for the rejection, and attaching all documentation pertaining to each rejection.

9. Defendant agrees that all its supervisory and managerial employees shall, within one year from the date of the execution of this Decree, undergo training regarding the laws enforced by the EEOC.

10. In the event that Defendant fails to perform its obligations herein, Plaintiff EEOC is empowered to enforce this Consent Decree through the applicable judicial enforcement procedures and to seek sanctions which may be due as a result of the need to enforce this Decree.

11. Should any provision of this Decree be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Decree.

12. This Decree sets forth the entire agreement between the Commission and Defendant as to the captioned lawsuit, and fully supersedes any and all prior agreements or understandings between the Commission and Defendant pertaining to the subject matter herein.

13. All parties to this action will bear their own attorney's fees and costs incurred in connection with the litigation of this case.

14. This Decree shall remain in effect for a period of two years from the date of its execution.

15. The Court shall retain jurisdiction of this action for purposes of enforcing this Decree, as appropriate.

THUS DONE AND SIGNED, Baton Rouge, Louisiana, this 14<sup>th</sup>  
day of April, 2000.

  
UNITED STATES DISTRICT JUDGE