

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND
SOUTHERN DIVISION**

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,)	
)	
Plaintiff,)	
v.)	Civil No. 8:05-CV-02708-AW
)	
MANTECH MSM SECURITY SERVICES, INC.)	
)	
Defendant.)	

CONSENT DECREE

This action was instituted by Plaintiff, the U.S. Equal Employment Opportunity Commission (“the EEOC” or “the Commission”), against Defendant ManTech MSM Security Services, Inc., (“Defendant”) alleging that the “Settlement Agreement and General Release,” given by Defendant to former employee John Watkins violated the anti-retaliation provision of Title VII of the Civil Rights Act of 1964 (“Title VII”), as amended.

The Commission and Defendant desire to resolve the issues in this lawsuit without the time and expense of continued litigation, and they desire to formulate a plan to be embodied in a Decree which will promote and effectuate the laws enforced by the Commission.

This Decree shall not constitute an adjudication on the merits of the Commission's case and shall not be construed as an admission by Defendant of any discriminatory practice or as a waiver by the Commission of any contentions of discrimination.

The Court has examined this Decree and finds that it is reasonable and just and in accordance with the Federal Rules of Civil Procedure and Title VII. Therefore, upon due

consideration of the record herein and being fully advised in the premises, it is ORDERED,
ADJUDGED AND DECREED:

1. This Decree shall be in effect for a period of one year from the date it is entered by the Court.

2. Defendant, its officers, agents, servants, employees, successors, assigns, and all persons acting or claiming to act on its behalf, is hereby enjoined from retaliating against any employee who files a Charge of Discrimination with the Commission, as set forth in the following provisions:

It shall be an unlawful employment practice for an employer to discriminate against any of his employees ... because he has opposed any practice made an unlawful employment practice by this subchapter, or because he has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this subchapter.

42 U.S.C. § 2000e-3(a) of Title VII of the Civil Rights Act of 1964.

3. All releases sought by ManTech MSM Security Services, Inc., in conjunction with an employee's separation of employment, or with an employee's or former employee's settlement of employment discrimination claims, shall include the following language in a separately numbered paragraph:

Excluded from this release are claims that cannot be waived as a matter of law, including an employee's or former employee's ("the signor's") right to file an administrative charge with any state or federal agency, including the U.S. Equal Employment Opportunity Commission ("the EEOC"). Moreover, this agreement does not (i) prohibit or restrict the signor from communicating with, providing relevant information to, or otherwise cooperating with the EEOC or any other governmental authority with responsibility for the administration of fair employment practices laws regarding a possible violation of such laws or responding to any inquiry from such authority, including an inquiry about the existence of this Agreement or its underlying facts; (ii) require the signor to notify ManTech MSM Security Technologies, Inc., of such communication or inquiry, or (iii) preclude the signor from benefiting from injunctive or affirmative relief awarded in any fair employment practices case brought by any governmental agency, provided that such relief does not result in the signor receiving any

additional monetary benefit, or the substantial equivalent thereof, for the claims released by this agreement between the signor and ManTech MSM Security Services, Inc.

4. During the life of this decree, Defendant will participate in the following monitoring by the EEOC: Within fourteen days after execution by Defendant and its employee or former employee, Defendant will send to the EEOC attorney of record in the Baltimore Field Office a copy of any release releasing claims in conjunction with an employee's separation of employment, or with an employee's or former employee's settlement of employment

5. Within thirty days after entry of this Decree, Defendant will pay John Watkins \$6,668, representing the amount Defendant offered to Mr. Watkins as consideration for the execution of its "Settlement Agreement and General Release," and \$889.00 in interest. Defendant will issue to Mr. Watkins an IRS form 1099 for the 2006 tax year.

6. The Commission and Defendant shall bear their own costs and attorneys' fees.

7. The claims contained in the EEOC's complaint are hereby dismissed with prejudice, subject to this Court's jurisdiction to enforce provisions of this Consent Decree.

The undersigned counsel of record in the above-captioned action hereby consent, on behalf of their respective clients, to the entry of the foregoing Consent Decree.

FOR DEFENDANT:

FOR

PLAINTIFF:

_____/s/
Christopher A. Weals (Bar No.08411)
Morgan Lewis & Bockius LLP
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Washington, DC 20004
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(signed by Maria Morocco
with permission of Christopher Weals)

_____/s/
Debra
Supervisory

_____/s/
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_____/s/
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SO ORDERED.

Signed and entered this ____ day of _____, 2006.

Alexander
United

Williams, Jr.
States District Court Judge