

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

**FILED**  
UNITED STATES DISTRICT COURT  
ALBUQUERQUE, NEW MEXICO

OCT 27 2004

\_\_\_\_\_  
UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
CITY OF GALLUP, NEW MEXICO )  
 )  
Defendant. )  
\_\_\_\_\_

CLERK  
Civil Action No.

CIV - 04 - 1108

WDS RLP

**CONSENT DECREE**

This action was brought by the United States against the City of Gallup, New Mexico ("Gallup" or "the City") to enforce the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*, as amended ("Title VII"). This Court has jurisdiction of the action under 42 U.S.C. § 2000e-6, 28 U.S.C. § 1343 and 28 U.S.C. § 1345.

In its complaint, the United States alleges that Gallup has engaged in a pattern or practice of intentional employment discrimination against American Indians by using recruitment and hiring procedures that have excluded qualified American Indians from the City's workforce in violation of Title VII.

Gallup denies that it has discriminated against American Indians in recruitment and hiring in violation of Title VII. Nevertheless, the United States and the City, desiring that this action be settled by an appropriate Consent Decree ("Decree"), and without the burden of protracted litigation, agree to the jurisdiction of this Court over the parties and the subject matter of this action. Subject to the Court's approval of this Decree, the parties waive hearings and findings of

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fact and conclusions of law on all issues, and further agree to the entry of this Decree as final and binding between themselves as to the issues raised in the United States' complaint in this case and the matters resolved in this Decree.

This Decree, being entered with the consent of the United States and the City, shall in no way constitute an adjudication or finding on the merits of the case, nor be construed as an admission by the City or a finding by the Court of any wrongdoing or violation of any applicable federal law or regulation.

In resolution of this action, the parties hereby AGREE to, and the Court expressly APPROVES, ENTERS and ORDERS, the following:

**I. DEFINITIONS AND PARTIES**

1. The parties to this Decree are the United States, by the United States Department of Justice, and the City of Gallup, New Mexico.
2. "Day" or "days," as used herein, refers to calendar, not business, days.
3. "Date of entry" of the Decree refers to the date on which the Court orders entry of the Decree.
4. Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq., as amended, is hereinafter referred to as "Title VII."
5. "Claimant" refers to any American Indian who is eligible to submit a claim for individual relief under this Decree.
6. "Individual relief" refers to a monetary award in the form of backpay, and/or an offer of priority hire, and/or retroactive seniority that a claimant may be offered pursuant to the terms of this Decree.
7. "Backpay" refers to a monetary award that represents some or all of the wages that a

claimant would have earned if the claimant had been hired by the City for a position the claimant sought, at or about the time that the claimant sought such a position.

8. "Priority hire" refers to the right of a qualified claimant to be offered the first available position with the City to which he or she was denied employment. Priority for such hiring shall be determined according to the date on which the claimant sought such a position with the City.

9. "Retroactive seniority" refers to the right of a claimant, who accepts an offer of priority hire from the City pursuant to the terms of this Decree, to receive seniority credit for all purposes (except pension benefits) for the time period between the date that the City filled the position that the claimant sought and the date on which the claimant actually begins employment in that position with the City. For claimants who are incumbent City employees, retroactive seniority credit shall be granted immediately. For claimants who accept an offer of priority hire, retroactive seniority shall be credited upon the claimant's completion of his or her probationary period.

## **II. PURPOSES OF THIS DECREE**

10. The purposes of this Decree are to ensure that:

- (a) American Indians are not subjected to discrimination on the basis of race in recruitment or hiring for City employment in violation of Title VII;
- (b) the City adopts and maintains policies and procedures that prohibit discrimination on the basis of race in employment, including recruitment and hiring;
- (c) individuals who complain of race discrimination in employment (including being denied employment) shall not be retaliated against because of such complaint(s);  
and
- (d) the City provides monetary relief and/or priority hiring with retroactive seniority to claimants who, from January 1, 1997 to the date of entry of this Decree, were

denied employment with the City due to the claimants' race.

11. Neither this Decree, nor any action taken pursuant to this Decree, shall require the City to hire or retain unnecessary personnel or to hire an applicant who does not meet the lawful, objective qualifications currently used by the City for the position sought.

### III. GENERAL INJUNCTIVE RELIEF

12. The City, its employees, supervisors, agents and all individuals in active concert or participation with it, are enjoined from:

- (a) engaging in any act or practice that unlawfully discriminates against any City employee or applicant for employment on the basis of race; and
- (b) retaliating against, or in any way adversely affecting the terms and conditions of employment of any person because that person has engaged in practices protected under 42 U.S.C. § 2000c-3(a), including, but not limited to, cooperating with the United States' investigation of the City, or the litigation of this case.

13. The City shall designate an individual who shall be responsible for enforcing the provisions of this Decree along with the City's policies and procedures relating to equal employment opportunity that are implemented pursuant to Paragraph 14, below. This person's responsibilities shall include, but not be limited to, the following:

- (a) ensuring that all paragraphs of this Decree are fully implemented and complied with;
- (b) receiving complaints of discrimination in employment (including being denied employment) on the basis of race or retaliation;
- (c) investigating complaints of discrimination in employment (including being denied employment) on the basis of race or retaliation;

- (d) preparing a report of the outcome of each investigation of alleged discrimination in employment (including being denied employment) on the basis of race or retaliation; and
- (c) distributing information concerning the City's EEO policies and procedures, when requested, by employees or other individuals.

#### **IV. IMPLEMENTATION OF POLICIES AND PROCEDURES**

14. Within sixty (60) days from the date of entry of this Decree, the City shall implement policies and procedures for all of its departments that prohibit discrimination on the basis of race and that provide that American Indian applicants and employees will be treated in the same manner as all other similarly-situated, non-American Indian applicants and employees. At a minimum, these policies and procedures shall include the following:

- (a) a description of the process by which an individual may apply for open positions with the City;
- (b) the statement "The City of Gallup is an equal opportunity employer that is committed to hiring qualified individuals regardless of race.";
- (c) the statement "All applicants will be evaluated solely on the basis of job-related qualifications.";
- (d) a description of the manner in which an individual may make a written or verbal complaint of discrimination in employment (including being denied employment) based on race or retaliation;
- (e) contact information for those City employees authorized to receive complaints of discrimination in employment (including being denied employment) based on race or retaliation;

- (f) that all complaints of discrimination in employment (including being denied employment) based on race or retaliation made to the City will be promptly and objectively investigated by the City; and
- (g) that the City will provide the results of an investigation of a complaint of discrimination in employment (including being denied employment) based on race or retaliation to the complaining party in writing, and that the City will make a good faith effort to provide this information no later than thirty (30) days from the date the request or complaint is received by the City.

15. Within ten (10) days from the date on which the City implements the policies and procedures set forth in Paragraph 14, above, the City shall distribute copies of such policies and procedures to all of its current employees and post such policies and procedures in the Personnel Department in a location that is readily visible to all persons who apply there for City positions.

16. Within ten (10) days from the date on which the City implements the policies and procedures set forth in Paragraph 14, above, the City shall publicize the policies and procedures by, *inter alia*, posting those policies and procedures at locations in all buildings and facilities used for posting equal employment opportunity information, by e-mail to all employees, if available, and on any City internet or intranet website used for posting notices or policy changes for or concerning any of the City's departments.

17. Gallup shall ensure that each new City employee receives a copy of the policies and procedures implemented pursuant to Paragraph 14, above, at the time of the new employee's hire. Each new City employee shall sign an acknowledgment that he or she has read and understood such policies and procedures, and the signed acknowledgment shall be placed in each new employee's personnel file.

## **V. RECRUITMENT AND ADVERTISING PRACTICES**

18. For each open position that the City seeks to fill, the City shall publicly advertise the position title, minimum qualifications, salary range, and application deadline. With the exception of those open positions that are filled by: (i) offers of priority hire to claimants pursuant to this Decree; or, (ii) open positions that are advertised internally pursuant to the U.M.W.A. Collective Bargaining Agreement, entered into by the City on February 17, 2004, the City shall not fill any open positions unless such positions are publicly advertised.

19. At least twenty-one (21) days before the application deadline for each open position, all such advertisements, described in Paragraph 18, above, shall:

- (a) appear in the Gallup Independent, the Navajo Times and other publications, if any, that the City deems appropriate;
- (b) be posted at locations in all City buildings and facilities used for posting equal employment opportunity information;
- (c) be posted on any City internet and intranet website;
- (d) be mailed to the Zuni Tribal Employment Rights Office ("TERO"); and
- (e) be mailed to the Office of the President of the Navajo Nation.

## **VI. TRAINING**

20. Within one hundred and eighty (180) days from the date of entry of this Decree, the City shall have completed training regarding Title VII's prohibitions against race discrimination and retaliation. Such training shall be provided to: (i) all City employees involved in hiring or recruitment for City positions; and (ii) all City employees authorized to receive and investigate complaints of discrimination in employment based on race and retaliation.

21. The City shall bear the cost of the training described in Paragraph 20, above.

22. Within sixty (60) days prior to the date of the training, the City shall inform the United States of the identity of the individual or business entity it has selected to conduct the training required by Paragraph 20, above, including a description of the qualifications of such individual or business entity selected to provide the training. If the United States determines that the selected individual or business entity does not have adequate skills or experience to effectively conduct the training, the United States shall inform the City of its determination and the parties shall jointly select a mutually acceptable individual or business entity to provide the training.

23. Within thirty (30) days prior to the training required by Paragraph 20, above, the City shall provide the United States with copies of all training materials to be used during the training. The United States shall retain the right to approve the adequacy and accuracy of the materials to be used for the training.

24. Within thirty (30) days following the completion of the training, the City shall provide the United States with written verification that the training has been completed and that all employees required by Paragraph 20, above, to attend such training in fact did so.

25. The United States shall have the right to send a representative to observe the training, provided that the United States provides the City with reasonable notice of its intent to do so.

#### **VII. REMEDIAL RELIEF TO INDIVIDUAL AMERICAN INDIAN VICTIMS OF DISCRIMINATION**

26. The City shall offer the remedial relief provided in this Decree to those individual American Indian claimants who sought employment with the City between January 1, 1997 and the date of entry of this Decree and were either denied employment with the City or had an employment offer from the City delayed as a result of the City's discriminatory employment



practices against American Indians as alleged by the United States in its Complaint. Such remedial relief shall include monetary relief and/or offers of priority hiring and/or retroactive seniority relief. The actual number of priority hires shall not exceed twenty-seven (27). To effectuate this remedial relief to individual American Indian claimants, the following steps shall be taken:

**A. Identification of Claimants**

27. Pursuant to this Decree, those American Indians who are eligible to file a claim for remedial relief under this Decree are those who:

- (a) sought employment with the City between January 1, 1997 and the date of entry of this Decree;
- (b) either were not hired by the City or were delayed in hire for the position(s) for which they sought employment; and
- (c) believe that they were the victims of race discrimination by the City.

28. The City agrees to take the following actions to notify potential claimants of their right to make a claim for relief pursuant to this Decree:

- (a) Beginning no more than twenty-one (21) days after the date of entry of this Decree, the City shall post a **Notice of Settlement** in each of its public buildings and on its website which explains the right to make a claim for relief under this Decree and sets out the requirements for making a claim. The Notice of Settlement is set out in Appendix A and the **Claim Form** is set out in Appendix B.
- (b) Beginning no more than twenty-one (21) days after the date of entry of this Decree, the City shall advertise the Notice of Settlement (App. A) in the Gallup

Independent, the Navajo Times and the A'Shiwi Messenger once during the middle of each week for three consecutive weeks. The size of this notice shall be no smaller than 8" x 10" and shall be placed in the local news section of the newspaper(s).

- (c) Within sixty (60) days after the date of entry of this Decree, the City shall send by certified mail, return receipt requested, the **Letter to Applicants** set out in Appendix C to the last known address of each individual who self-identified as American Indian in a written City employment application or who the City otherwise reasonably believes to be American Indian and who applied for full-time or part-time employment with the City between January 1, 1997 and the present. With the Letter to Applicants (App. C), the City shall include a copy of the Notice of Settlement and Claim Form (App. A & B).
- (d) Within sixty (60) days after the date of entry of this Decree, the City shall, by certified mail, return receipt requested via the United States Postal Service, send the Notice of Settlement (App. A) and twenty (20) copies of the Claim Form (App. B) to each of the following organizations: the Zuni Tribal Employment Rights Office ("TERO"); the Office of the Zuni Tribal Prosecutor; and the Office of the Navajo Nation Attorney General.
- (e) Within thirty (30) days after the date of entry of this Decree, the City shall submit to each of the following radio stations, for paid advertising, the notice set out at Appendix D: KTNN AM 660; KGAK AM 1330; and, KSHI FM 90.9. The City shall pay for this notice to be read twice daily in English and Navajo for a period of seven (7) days. If the radio station(s) reads public service announcements, the

City shall also request that the station(s) read the notice as a public service announcement during the week following the period of the City's paid advertising.

29. If any notice is returned to the City with a new address recorded on the return envelope, the City shall immediately send a notice to the new address. For any notice returned without a new address, the City shall promptly forward the notice to the United States, which may attempt to ascertain a new address for that individual and send a notice to the new address. All of the City's efforts to contact potential claimants shall be recorded and submitted to the United States within thirty (30) days of the final mailing.

30. All claimants described in Paragraph 27, above, shall be required to submit a claim for relief under this Decree. The form of that claim is set out in Appendix B. The claim for relief shall be postmarked no later than sixty (60) days after the claimant's actual receipt of an Appendix A notice and claim form, or sixty (60) days after the last date on which notice was published in accordance with Paragraph 28(b), whichever is later. Absent good cause shown, any claimant who fails to submit a timely claim form to the United States shall not be eligible for any relief under this Decree.

31. The determination of whether a claimant timely files a claim for relief under this Decree is within the sole discretion of the United States.

**B. Awards of Relief under this Decree**

32. The City shall establish a settlement fund in the amount of THREE HUNDRED THOUSAND DOLLARS (\$300,000). The settlement fund shall be deposited in an interest bearing account(s) that is fully Federally insured. All interest earned by the account(s) shall become part of the settlement fund. Any monies remaining in the settlement fund account(s) after the payment of all claims approved by the Court under this Decree shall revert back to the City.

33. The City shall pay any administrative costs of establishing the monetary relief account(s), and such administrative costs shall not come out of or be deducted from the principal or interest in the settlement fund.

34. Within one hundred twenty (120) days of the receipt by the United States of all timely submitted claim forms, the United States shall serve upon the City a preliminary report identifying the claimants it believes are entitled to relief under the Decree and the relief to which the United States believes each claimant is entitled. The United States and the City shall meet no later than thirty (30) days following the City's receipt of the preliminary report. At such time, the City shall present to the United States all evidence in the form of documents and affidavits upon which it would rely to challenge the United States' identification of claimants that the United States believes are entitled to relief under the Decree. The objections presented by the City at this meeting shall be limited to the determination as to whether a claimant is entitled to relief.

35. The United States shall consider the evidence provided by the City that would effect the preliminary determination of any individual claimant's entitlement to relief under the Decree. Within sixty (60) days of the meeting referred to in Paragraph 34, above, the United States shall serve upon the City a final report identifying the claimants it believes are entitled to relief under the Decree and the relief to which the United States believes each claimant is entitled. The United States shall include in this report any proposed monetary and non-monetary relief to be offered, as well as proposed retroactive seniority dates.

36. The City shall provide the United States with access to any applications or other records in its possession that will assist the United States in determining the identity of claimants and assessing the merits of any claims for relief made pursuant to this Decree.

37. The City shall have sixty (60) days from the date of its receipt of the final report from the

United States referred to in Paragraph 35 to: (1) object in writing to the United States to any relief proposed by the United States; and (2) demonstrate in writing to the United States that any such claimant was not a victim of discrimination and, accordingly, is not entitled to the relief proposed for that claimant by the United States. These written objections of the City shall be based solely upon the documents or affidavits presented to the United States during the meeting referred to in Paragraph 34, above, and copies of such documents or affidavits shall be attached to the City's written objections.

38. The burden of proof for the resolution of any claims disputed by the City shall be those set forth by the Supreme Court for Stage II proceedings after a finding of liability in International Brotherhood of Teamsters v. United States, 431 U.S. 324 (1977). If a claim is successfully disputed by the City so that the claimant is no longer entitled to relief, the relief that had been allocated by the United States for such claimant on that claim may be reallocated by the United States in its sole discretion for distribution to claimants on non-disputed and/or successful claims.

#### **VIII. FAIRNESS HEARING**

39. The Court will conduct a hearing to consider any and all objections to individual relief proposed under this Decree from anyone affected by the relief, including American Indian claimants for relief under this Decree as well as incumbent employees of the City. This hearing shall take place after the City has given notice of the hearing to the public and to claimants and other affected persons, pursuant to Paragraphs 40 and 41, below. There shall be at least forty-five (45) days notice to the parties from the Court of the date and time of the hearing.

40. No later than ten (10) days after a hearing has been scheduled by the Court, the City shall send to each claimant a **Notice of Proposed Relief**, describing the relief proposed, if any, for that

claimant pursuant to this Decree. This notice is set out at Appendix E. Copies of each notice shall be forwarded to counsel for the United States.

41. No later than ten (10) days after a hearing has been scheduled by the Court, the City shall send by first-class mail a **Notice of Fairness Hearing** to all individuals who have filed claims for relief under this Decree and to all individuals who have informed the United States or the City in writing that, for any reason, they object to the relief proposed. This notice is set out at Appendix F. The notice set out at Appendix F shall also be published in the Gallup Independent, the Navajo Times and the A'Shiwi Messenger and posted on City bulletin boards used for posting equal employment opportunity information.

42. All objections to the proposed awards of individual relief must be filed in writing with the Clerk of Court, with copies mailed to counsel for the United States and the City, at least thirty (30) days before the scheduled hearing.

#### **IX. NOTIFICATION AND PAYMENT OF CLAIMANTS**

43. Within twenty (20) days after the approval by the Court of the proposed awards of remedial relief to American Indian claimants under this Decree, the City shall notify all eligible claimants by certified mail of their award of relief. The City shall send to each claimant a copy of the **Notice of Final Determination** set out in Appendix G, as well as a copy of the **Individual Relief and Release of Claims Form** set out in Appendix H.

44. Any claimant entitled to relief shall, to obtain such relief, sign and have notarized the Individual Relief and Release of Claims Form (App. H). Any claimant who does not sign and have his or her form notarized and returned to the City within forty-five (45) days of that claimant's receipt of the release shall, unless good cause be shown, be deemed to have waived his

or her entitlement to relief under this Decree. The determination that a claimant has shown good cause shall be within the sole discretion of the United States.

45. As the City receives releases from the claimants entitled to relief under this Decree, the City shall, within thirty (30) days of its receipt of each release, issue a check to the claimant for the full amount of the monetary award due that claimant, minus any applicable withholding pursuant to Paragraph 46, below. At the claimant's option, the City shall either mail the check to the claimant via certified mail, return receipt requested, or the claimant may personally pick up the check from the City. Every claimant who personally picks up a check from the City shall sign a receipt acknowledging that he or she has received the check.

46. The City shall withhold from each award the amount required to be withheld by applicable Federal and State income tax laws. In addition, the City shall pay the appropriate employer's contribution to the Social Security fund due on the back pay portion of the monetary award. The employer's contribution to the Social Security fund shall not be taken from the settlement fund.

47. When a position becomes available during the term of this Decree for which a claimant has a right to an offer of priority hire, it shall be the City's responsibility to notify the claimant of the availability of the position, send the claimant a current, blank application for City employment, a job description for the position to be offered, and an explanation that the claimant must complete the application and any other parts of the application process required by the terms of this Decree in order to receive an offer of priority hire.

48. To receive an offer of priority hire, a claimant must comply with the terms of this Decree including, but not limited to, the following:

- (a) Meet the present objective qualifications for the position to be offered. However, no claimant shall be subjected to any qualifications, tests or other requirements that

are not generally required of all applicants who seek employment in the position to be offered to the claimant;

- (b) Complete and return to the City in a timely manner, the application provided by the City, along with any other lawful documentation or information sought by the City. The City shall then notify the claimant of any other objective, lawful application requirements that must be satisfied by the claimant in order to receive an offer of priority hire pursuant to this Decree; and
- (c) Submit to and pass a background check and/or drug test, if a background check or drug test is normally required of applicants who are seeking the position to be offered to the claimant.

49. A claimant who is entitled to an offer of priority hire under this Decree shall not be required to compete with other individuals for the position to which the claimant is entitled to an offer of priority hire.

50. Except as otherwise required by this Decree, any claimant who is hired by the City pursuant to an offer of priority hire shall be subject to all lawful employment requirements used by the City to evaluate employee performance, promotion, discipline, continued employment eligibility, termination or other terms and conditions of employment, including the probationary period normally used by the City for the position offered to the claimant.

51. Any claimant designated for priority hiring under this Decree, who qualifies for such relief and who accepts such relief, shall be entitled to retroactive seniority. Such seniority shall be credited for all purposes for which seniority is used, except that retroactive seniority shall not affect time-in-grade requirements for purposes of eligibility for promotions or pension benefits provided by the City or State of New Mexico.



**X. DISPUTE RESOLUTION**

52. The parties shall attempt to resolve informally any dispute that may arise under this Decree. If the parties are unable to resolve the dispute expeditiously, either party may move the Court for a resolution of the disputed issue.

**XI. REPORTING, RECORD RETENTION AND COMPLIANCE MONITORING**

53. For purposes of this Agreement, a reporting period shall run from January 1 through June 30, and from July 1 through December 31, for each year. Within thirty (30) days from the close of each reporting period, the City shall provide the United States with the following information:

- (a) the name, race, position, home address and phone number of all persons applying for hire during the reporting period, and whether the applicant was hired into the position for which he/she applied;
- (b) a list of all claimants who were offered priority hire pursuant to the terms of this Decree, including whether or not the claimant accepted the position, met the objective job requirements, was hired and the starting date of such employment; and
- (c) the name, race, position, home address and phone number of any employee who was terminated by the City, and the reason for the termination, during the reporting period.

54. The City shall provide the information described in Paragraph 53 (a) and (c), above, for three (3) years from the date of entry of the Decree.

55. In the event that the City has not made all required offers of priority hire at the end of two (2) years; the City shall continue to provide to the United States the information required by

Paragraph 53 (b) on a semi-annual basis for the life of this Decree or until all offers of priority hire have been made, whichever period is shorter.

56. Gallup shall retain all of the following records (including those in electronic form) during the term of this Decree:

- (a) the provisions and effective date of all policies and procedures implemented pursuant to Paragraph 14, above;
- (b) all posted notices and posters displayed in any of its departments or distributed to any employees or new hires that are intended to convey information regarding the prohibition of discrimination on the basis of race in the workplace, as set forth in Paragraphs 15 - 17, above;
- (c) all documents that come into its possession relating to written or verbal complaints of race discrimination or retaliation from any current or prospective employee of the City against any of the City's departments, including but not limited to, documents relating to the City's investigation and resolution of any such complaint; and
- (d) all applications made for positions in City departments as well as all documents related to the selection of new hires for those positions.

57. The United States may review compliance with this Decree at any time and shall have the right to inspect and copy any documents that are relevant and necessary to monitor the City's compliance with this Decree, upon thirty (30) days written notice to the City, without further order of this Court.

## **XII. JURISDICTION OF THE COURT**

58. The Court shall retain jurisdiction over this Decree for the purpose of resolving any disputes or entering any orders that may be necessary to implement the relief provided in the Decree.

59. The United States and the City expect that the remedial relief called for under this Decree can and will be fully effectuated within three years from the date of entry of this Decree.

Accordingly, this Decree shall dissolve and this action shall be dismissed without further order of the Court at the end of three years from the date of entry of this Decree unless both of the following elements are present: (a) the remedial relief called for by this Decree has not been fully effectuated; and (b) the United States moves, and the Court grants the United States' motion, to extend the life of this Decree and this action for the sole purpose of effectuating the remedial relief called for by this Decree. Any motion by the United States to extend this Decree shall request only such time as is necessary to effectuate the remedial relief called for by this Decree. If, at any point during the life of this Decree - even if less than three years have passed since its entry - the remedial relief called for by this Decree has been fully effectuated, this Decree shall be dissolved and this action dismissed without further order of the Court.

## **XIII. GENERAL PROVISIONS**

60. The parties shall bear their own costs in this action, including attorney's fees, except that the parties shall retain the right to seek costs for any matter which, in the future, may arise under this Decree and require resolution by the Court.

61. All documents required to be delivered under this Decree to the United States shall be sent to the attention of:

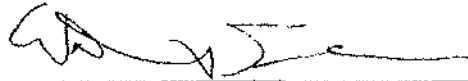
Chief  
U.S. Department of Justice  
Civil Rights Division  
Employment Litigation Section - PHB 4040  
950 Pennsylvania Ave., NW  
Washington, D.C. 20530

62. All documents required to be delivered under this Decree to the City shall be sent to the

attention of:

George Kozeliski, Esquire  
City Attorney  
City of Gallup  
P.O. Box 1270  
Gallup, New Mexico 87305

It is so ORDERED, this 25<sup>th</sup> day of Oct, 2004.



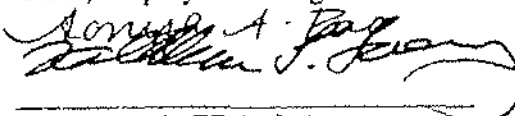
UNITED STATES DISTRICT JUDGE

**AGREED AND CONSENTED TO:**

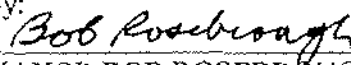
For plaintiff United States of America:

R. ALEXANDER ACOSTA  
Assistant Attorney General  
Civil Rights Division

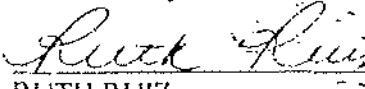
By:   
DAVID J. PALMER  
Chief, Employment Litigation Section

  
WILLIAM B. FENTON  
KATHLEEN T. TOOMEY  
SONYA A. RAO  
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(202) 514-1105 - facsimile

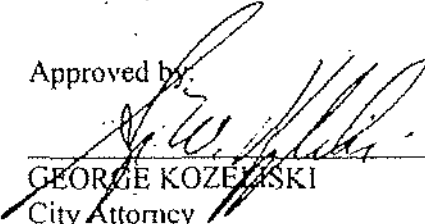
For defendant City of Gallup, New Mexico:

By:   
MAYOR BOB ROSEBROUGH  
City of Gallup, New Mexico

Attested to by:

  
RUTH RUIZ  
City Clerk  
City of Gallup, New Mexico

Approved by:

  
GEORGE KOZELISKI  
City Attorney  
City of Gallup  
P.O. Box 1270  
Gallup, New Mexico 87305  
(505) 863-1270 - phone  
(505) 726-2047 - facsimile

**THE EXHIBITS ATTACHED TO  
THIS PLEADING ARE TOO  
VOLUMINOUS TO SCAN. SAID  
EXHIBITS ARE ATTACHED TO THE  
ORIGINAL PLEADING IN THE CASE  
FILE WHICH IS LOCATED IN THE  
RECORDS DEPARTMENT, U.S.  
DISTRICT COURT CLERK'S  
OFFICE...**