

A.D. 6

UNITED STATES DISTRICT COURT FOR THE  
EASTERN DISTRICT OF OKLAHOMA

**FILED**

FEB 23 2001

WILLIAM B. GUTHRIE  
Clerk, U.S. DISTRICT COURT

By \_\_\_\_\_  
Deputy Clerk

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
CITY OF SULPHUR, OKLAHOMA )  
 )  
Defendant. )

CIVIL ACTION NO. 01-034-5

**CONSENT DECREE**

This action was brought by the United States against the City of Sulphur ("Sulphur") to enforce the provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq. ("Title VII"), following receipt by the Department of Justice from the Equal Employment Opportunity Commission ("EEOC") of a charge filed by Cruz Carrillo, a Sulphur employee.

In its complaint, the United States alleges that Sulphur violated Title VII when it improperly considered Mr. Carrillo's national origin, Mexican-American, in making its decision to deny Mr. Carrillo a promotion to the position of Sanitation Department Superintendent.

The City of Sulphur denies any violation of Title VII and the allegations of discrimination.

The parties, desiring that this action be settled by appropriate consent 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 Consent Decree, the parties waive a hearing and findings of 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 filed in this case and the matters resolved in this Decree.

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

As used in this Decree, the term "date of entry of this Decree" is defined as the date on which the Court grants final approval to and enters this Consent Decree as a final order of the Court.

It is therefore, ORDERED, ADJUDGED AND DECREED:

**A. GENERAL RELIEF**

1. Sulphur shall follow non-discriminatory employment policies and practices that treat all employees in the same way, regardless of national origin.

2. Sulphur shall provide training with respect to Title VII's prohibition against employment discrimination based on national origin to all of its supervisory personnel. A description of the training shall be submitted to counsel for the United States within six months from the date of entry of this Decree.

3. Sulphur, by and through its officials, agents, employees and all persons in active concert or participation with Sulphur in the performance of employment or personnel functions shall not retaliate against or in any respect adversely affect any person because that person formally or informally has complained of or otherwise opposed an allegedly discriminatory employment policy or practice, filed a charge with the EEOC or any state or local fair employment practices agency, or participated or cooperated in any proceeding under Title VII, including, but not limited to, the initiation, investigation, litigation, or administration of this case or this Consent Decree.

**B. SPECIFIC RELIEF**

Without admitting the allegations of the United States, and

in settlement of the claim of the United States for relief on behalf of Mr. Carrillo, as well as in settlement of the claim of Mr. Carrillo, who, by his signature to this document, has indicated his acceptance, Sulphur agrees to:

1. Pay Mr. Carrillo a monetary award in the amount of \$45,000 no later than the dates specified in paragraph B.2. below and give Mr. Carrillo other consideration, all of which is covered in a separate settlement agreement and release that has been entered into between Mr. Carrillo and Sulphur. The monetary award of \$45,000 includes \$35,862 in back pay and \$9,138 in accumulated interest. Sulphur shall withhold the appropriate amount of taxes from the back pay portion of the award and issue to Mr. Carrillo a form 1099 or other appropriate form that reflects the interest portions of the award, and inform Mr. Carrillo that these amounts are subject to federal and, as appropriate, state income taxes.
2. Pay to Mr. Carrillo \$40,000 of the total monetary award specified in paragraph B.1 of this Decree within fifteen (15) days of the date of the entry of this Decree. Sulphur shall pay to Mr. Carrillo the additional \$5,000 of the total monetary award specified in paragraph B.1 of this Decree no later than July 10, 2001.

**C. RECORD-KEEPING AND REPORTING**

1. Sulphur shall retain during the life of this Decree records necessary to document the implementation of this Decree.

Sulphur shall furnish records and documents relevant to its compliance with this Decree to counsel for the Department of Justice within thirty (30) days of any written request from counsel for the Department of Justice to Sulphur's attorney.

2. Sulphur shall retain during the life of this Decree all records that come into its possession relating to complaints or charges of employment discrimination by Sulphur based on national origin, filed against Sulphur or its employees, agents or representatives: (a) through Sulphur's internal grievance procedure; (b) with the United States Equal Employment Opportunity Commission; or (c) through or with any other federal, state or local agency authorized to receive such complaints. Sulphur shall provide copies of such complaints or charges to counsel for the United States within ten (10) days of its receipt of such complaints or charges. In addition, the United States shall have the right to inspect and copy all documents related to such complaints or charges upon reasonable notice to Sulphur without further order of this Court.

**D. DISPUTE RESOLUTION**

The parties shall attempt to resolve informally any dispute that may occur under this Consent Decree and shall engage in good faith efforts to resolve the issue before seeking action by the Court. If the parties are unable expeditiously to resolve the issue, either party may move the Court for resolution, provided

that written notice is first provided to the other party.

E. JURISDICTION OF THE COURT

1. During the life of this Decree, the Court shall retain jurisdiction over this Decree for the purposes of enforcing its provisions, resolving any disputes that may arise between the parties under it and entering such orders as may be appropriate.

2. This Decree shall terminate five (5) years from the date of its entry. Prior to its termination any party may move, for good cause shown, to extend the duration of the Decree.


3. Each party shall bear its own costs and expenses, including attorney's fees.

SO ORDERED this 23rd day of February, 2000.

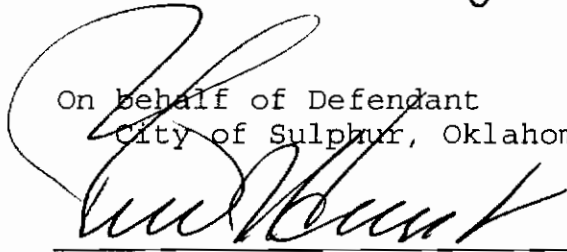
  
United States District Judge


Agreed and Consented to:

On behalf of Plaintiff  
United States of America:

  
WILLIAM B. FENTON  
ALLEN W. LEVY  
Attorneys  
U.S. Department of Justice  
Civil Rights Division  
Employment Litigation Section  
P.O. Box 65968  
Washington, D.C. 20035-5968  
(202) 514-2188

On behalf of Defendant  
City of Sulphur, Oklahoma

  
PHIL HURST  
Sulphur City Attorney  
1020 West Second Street  
P.O. Box 597  
Sulphur, Oklahoma 73086

  
CRUZ CARILLO