

United States Courts
Southern District of Texas
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IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
VICTORIA DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

ALLIED FEED, INC.,

Defendant.

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Civil Action No. V-00-111

UNITED STATES COURTS
SOUTHERN DISTRICT OF TEXAS
ENTERED

NOV 19 2001

Michael N. Milby, Clerk of Court

SETTLEMENT AGREEMENT

The parties to this Settlement Agreement are the Plaintiff, United States Equal Employment Opportunity Commission (“EEOC”), and Defendant, Allied Feed, Inc. (“Allied Feed”). This Settlement Agreement resolves the above-referenced Civil Action No. V-00-11. The EEOC initiated this lawsuit under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, *et seq.* (“Title VII”) and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a, to correct alleged unlawful employment practices on the basis of national origin, Hispanic, and retaliation and to provide appropriate relief to Joe J. Juarez and other similarly situated individuals, who the EEOC maintains were adversely affected by these alleged practices. The EEOC alleges that Joe J. Juarez and other similarly situated individuals were subjected to a hostile work environment on the basis of their national origin, Hispanic. Allied Feed, Inc. denies the allegations brought by the EEOC as alleged in the Complaint filed in this Civil Action.

This Settlement Agreement is not an admission of liability by Allied Feed. The EEOC and Allied Feed wish to settle this action, without the necessity of further litigation, pursuant to the terms delineated in this Settlement Agreement.

1. This Court has jurisdiction of the subject matter of this action and the parties, venue is proper, and all administrative prerequisites to the filing of this action have been met.

2. This Settlement Agreement resolves those claims against Allied Feed raised in Mr. Juarez's charge and EEOC's Complaint in this case. EEOC expressly reserves its right to process and litigate any other charges which may now be pending or may in the future be filed against Defendant Allied Feed.

3. Defendant Allied Feed shall treat any past, present, or future employee in a manner required by Title VII, and shall not take any reprisal action against Joe J. Juarez, Armando Guerrero or any other past, present, or future employee, for opposing any employment practices made unlawful by Title VII.

4. Defendant Allied Feed shall post a notice regarding its practices, policies, and intent not to discriminate against any employee in violation of Title VII. Such notice shall be as set forth in Exhibit A, which is attached to this Settlement Agreement. A copy of Exhibit A shall be posted at Defendant Allied Feed's Cuero, Texas, facility in the employee breakroom. The notices shall be posted within 10 days of the filing date of this Settlement Agreement and shall remain posted for the duration of the Settlement Agreement.

5. Defendant Allied Feed shall within 10 days of the filing date of the Settlement Agreement, remove from Joe J. Juarez' and Armando Guerrero's personnel files any notations, remarks or other indications relating to Joe J. Juarez' charge of discrimination and/or this civil action.

6. Defendant Allied Feed shall not mention the filing of this Complaint or Joe J. Juarez' underlying charge to any prospective employers.

7. Defendant Allied Feed, in settlement of this dispute, shall pay a sum total of \$8,000.00 (EIGHT THOUSAND DOLLARS AND NO CENTS) within 20 days of the Court entering the Agreed Final Order. The monetary settlement shall be mailed directly to the following individuals and allocated in the following manner:

- (i). Joe J. Juarez \$7,000.00
P.O. Box 463
Cuero, Texas 77954


- (ii). Armando Guerrero \$1,000.00
P.O. Box 421
Cuero, Texas 77954

A copy of the settlement checks and any accompanying transmittal documents shall be forwarded to the EEOC to the attention of Robert B. Harwin, Regional Attorney, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

8. The terms of this Settlement Agreement shall be binding upon the EEOC and Defendant Allied Feed and its agents or assigns, as to the issues resolved herein.

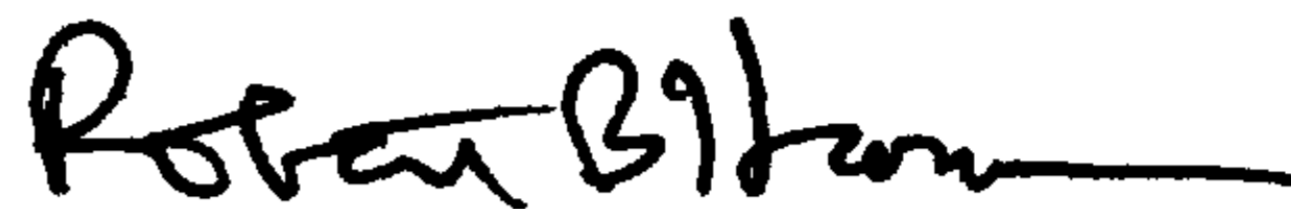
9. The parties to this Settlement Agreement shall bear their own costs and attorneys' fees incurred in this action. The parties agree that pursuant to Section 706(k) of Title VII, 42 U.S.C. §2000e-5(k), there is no "prevailing party" in this action or proceeding.

SO ORDERED this 16th day of November, 2001.

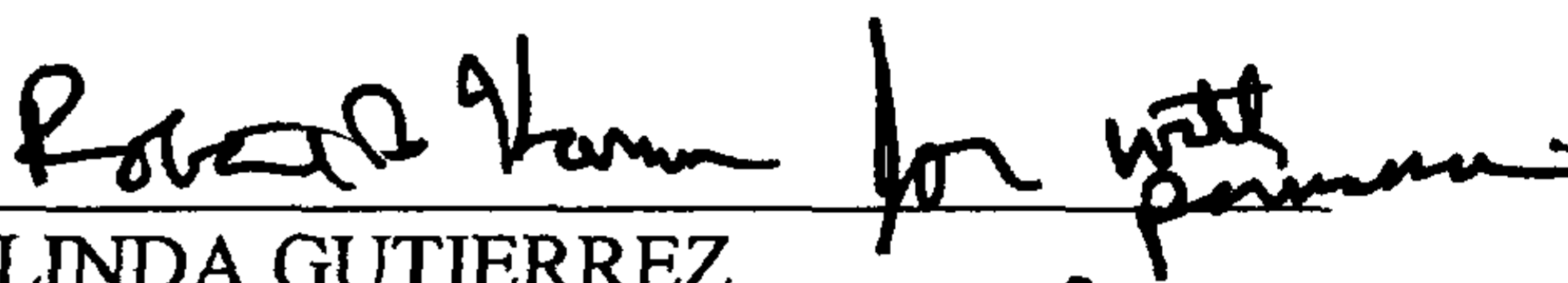

HONORABLE JOHN D. RAINEY
UNITED STATES DISTRICT JUDGE

Respectfully submitted,

GWENDOLYN YOUNG REAMS
Associate General Counsel



ROBERT B. HARWIN
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EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
San Antonio District Office
5410 Fredericksburg Road
Suite 200
San Antonio, Texas 78229-3555
Telephone: (210) 281-7629
Telecopier: (210) 281-7669

ATTORNEYS FOR PLAINTIFF

EXHIBIT A

NOTICE TO ALL EMPLOYEES

ALLIED FEED, INC. IS FIRMLY COMMITTED TO TREATING EMPLOYEES AND APPLICANTS FOR EMPLOYMENT ACCORDING TO MERIT WITHOUT REGARD TO THEIR RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE, SEX, FOR HAVING ENGAGED IN ACTIVITY PROTECTED BY TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED. THIS POLICY APPLIES TO ALL EMPLOYMENT DECISIONS, INCLUDING RECRUITMENT, RETENTION, PROMOTION, TRANSFER, LAYOFF AND/OR TERMINATION, DEROGATORY COMMENTS AND ALL OTHER TERMS AND CONDITIONS OF EMPLOYMENT. SPECIFICALLY ALLIED FEED WILL NOT TOLERATE NATIONAL ORIGIN HARASSMENT, AND RETALIATION FOR HAVING COMPLAINED OF THE HARASSMENT.

IF YOU BELIEVE YOU ARE BEING DISCRIMINATED AGAINST IN ANY TERM OR CONDITION OF YOUR EMPLOYMENT BECAUSE OF YOUR RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY, SUBJECTED TO HARASSMENT BECAUSE OF YOUR NATIONAL ORIGIN, OR FOR HAVING OPPOSED OR COMPLAINED OF THE DISCRIMINATION, YOU ARE ENCOURAGED TO SEEK ASSISTANCE FROM SUPERVISORY PERSONNEL, OR FROM THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, 5410 FREDERICKSBURG ROAD, SUITE 200, SAN ANTONIO, TEXAS 78229-3550, (210) 281-7600 OR 1-800-669-4000.

NO RETALIATORY ACTION MAY BE TAKEN AGAINST YOU FOR SEEKING ASSISTANCE, FILING A COMPLAINT/CHARGE, OR COMMUNICATING WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION.

EEOC ENFORCES TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, WHICH PROHIBITS EMPLOYMENT DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN; THE AGE DISCRIMINATION IN EMPLOYMENT ACT; THE EQUAL PAY ACT; PROHIBITIONS AGAINST DISCRIMINATION AFFECTING INDIVIDUALS WITH DISABILITIES; SECTIONS OF THE CIVIL RIGHTS ACT OF 1991, AND TITLE I OF THE AMERICANS WITH DISABILITIES ACT, WHICH PROHIBITS DISCRIMINATION AGAINST PEOPLE WITH DISABILITIES IN THE PRIVATE SECTOR AND STATE AND LOCAL GOVERNMENTS.