

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNITED STATES COURTS
SOUTHERN DISTRICT OF TEXAS
FILED

SEP 26 2001 JS

MICHAEL N. MILBY, CLERK OF COURT

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,
Plaintiff,
v.
B.P. HUDDLESTON & CO., INC.,
PETER PAUL PETROLEUM COMPANY, and
CONTINENTAL OPERATING COMPANY,
Defendants.

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CIVIL ACTION NO. H-00-3190

United States Courts
Southern District of Texas
ENTERED

SEP 27 2001

JURY TRIAL

Michael N. Milby, Clerk of Court

AMENDED CONSENT DECREE

The Equal Employment Opportunity Commission ("Commission" or "EEOC") alleges that Defendants B.P. Huddleston & Co., Inc., Peter Paul Petroleum, and Continental Operating Company (collectively "Defendants" or "Huddleston Companies") violated the Age Discrimination in Employment Act of 1967, as amended ("ADEA"). The EEOC alleges that Defendants discriminated against six individuals age 55 and older by selecting them for involuntary retirement, because of their ages; the EEOC has sought monetary damages, however, only on behalf of one of these individuals, Jean Y. Swenson. The other five individuals have signed releases related to their separation from employment with Defendants, and the EEOC does not seek monetary relief on their behalf.

Defendants deny the EEOC's allegations, deny that they have engaged in any wrongful conduct in violation of the ADEA, and assert that they lawfully reduced their staff in response to

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economic conditions based on factors other than age.

To avoid the expense and inconvenience of litigation, the parties have agreed to compromise and settle doubtful and disputed claims by this Consent Decree; the EEOC has insisted that this settlement be achieved by Consent Decree, pursuant to the EEOC's policy.

Now, therefore, the parties stipulate to the jurisdiction of the Court and waive a hearing and the entry of findings of fact and conclusions of law.

It is therefore ORDERED that:

1. This Consent Decree is entered in full and complete settlement of any and all claims or causes of action brought or which could have been brought by the EEOC based on the allegations or events described in EEOC Charge No. 330-99-3227 and this lawsuit, Civil Action No. H-00-3190. Further, the EEOC represents that it will not institute a directed investigation of Huddleston Companies pursuant to the ADEA (see 29 C.F.R. § 1626.15) based on events which occurred prior to the date of entry of this Consent Decree.

2. The parties understand and agree that this Consent Decree is entered to compromise and settle this action and, as such, Defendants' agreement to entry of this Consent Decree is to compromise doubtful and disputed claims, avoid litigation and buy peace and that Defendants' agreement to entry of this Consent

Decree and the payments required herein shall not be construed as an admission of liability by Defendants, all such liability being expressly denied. Accordingly, this Consent Decree does not constitute evidence of unlawful conduct or wrongdoing by the Huddleston Companies and shall not be admissible in any proceeding other than a proceeding to enforce this Consent Decree.

3. Although Defendants deny that they have unlawfully terminated any employee in violation of the ADEA, Defendants agree that they will not engage in any employment practices, including terminating the employment of any individual because of such individual's age, which violate the ADEA.

4. Within seven (7) calendar days from the date of filing of the Agreed Motion to Enter Amended Consent Decree, the Huddleston Companies and Jean Y. Swenson shall execute and exchange executed copies of a mutual Release or Releases ("Releases") of all claims which may exist between Ms. Swenson and Defendants.

5. Within sixty (60) days after the Court's entry of this Consent Decree and conditioned upon the execution and delivery of the Releases described in paragraph 4, the Huddleston Companies' officers will receive training on federal equal employment opportunity laws, including the ADEA. The person providing the training shall be an attorney licensed for at least three (3) years. The training shall include specific instruction on avoiding unlawful discrimination based on age. Prior to such training

session, the Houston District Office of the EEOC shall receive a copy of the training presentation outline. Within ten (10) days after the completion of the training, the EEOC shall be provided with a statement listing the date on which the training was completed; the names of all attendees; and all topics in the training presentation outline that were covered.

6. Within ten (10) calendar days from the date of entry of this Decree and conditioned upon the execution and delivery of the Releases described in paragraph 4, Defendants agree to pay the sum of FIFTY THOUSAND DOLLARS (\$50,000.00) to Jean Y. Swenson. Such payment shall be less customary withholding for taxes. A copy of this payment check shall be sent concurrently to the EEOC at the following address: Equal Employment Opportunity Commission, attn: Timothy M. Bowne, 1919 Smith Street, 7th Floor, Houston, Texas 77002.

7. Within sixty (60) days of the date of entry of this Decree, Defendants agree to pay to Spring Branch Independent School District the sum of THIRTY THOUSAND DOLLARS (\$30,000.00). A copy of the check shall be sent concurrently to the EEOC at the following address: Equal Employment Opportunity Commission, attn: Timothy M. Bowne, 1919 Smith Street, 7th Floor, Houston, Texas 77002.

8. On December 31, 2001, and each six (6) months thereafter while this Decree is in effect, the Huddleston Companies will

provide the EEOC with a report listing the employees who have been separated from employment with Defendants during the previous six (6) month period. This report will include the names, addresses, telephone numbers, and ages of the separated employees at the time of separation, and will also include the reason for separation of employment.

9. The EEOC will provide Huddleston Companies the opportunity to review, at least two business days prior to release, any press release the EEOC may issue with respect to the settlement of this matter. The EEOC will provide Huddleston Companies the opportunity to propose statements for inclusion in any such press release, and will include in any such press release any statements reasonably requested by the Huddleston Companies and agreed upon by the parties and such agreement shall not be unreasonably withheld.


10. This Decree shall remain in effect for eighteen (18) months from the date of signing. During such time, the Court shall retain jurisdiction to assure compliance with this Decree and to permit entry of such further orders or modifications as may be necessary or appropriate.

11. The parties shall bear their own costs and attorney's fees.

12. In the event that any release of claims contained in this Decree, including the release described in paragraph 4, is declared null and void, the Huddleston Companies shall be released from all

obligations set forth in this Decree, and either party may move the Court -- without opposition from the other party -- for the immediate vacatur of this Decree and for the entry of an Amended Scheduling Order.

Signed on this 25th day of September, 2001.



Lee H. Rosenthal
United States District Judge