



VII, 42 U.S.C. § 2000e-3(a) by subjecting Janette England and similarly situated individuals, including Jennifer England, to a sexually hostile work environment in which they were frequently subjected to sexually explicit remarks, unwelcome conduct and comments and a work atmosphere permeated with sexually offensive behavior. In addition, Plaintiff-Intervenor's Original Complaint alleged that Defendant violated Title VII, 42 U.S.C. § 2000 by discriminating against the Intervenor and others with regard to terms conditions and privileges of employment, and by engaging in sexual harassment, sex discrimination, retaliation, and constructive discharge. Intervenor also alleged that Horsetraders' actions against the Intervenor constituted Texas law torts of assault and battery, and intentional infliction of emotional distress.

The EEOC, Intervenor, and Horsetraders wish to settle this action, without the risks, uncertainties and expenses of continued litigation, under the terms in this Decree. Horsetraders asserts that by entering into this Consent Decree it makes no admission of liability or wrongdoing and makes no admission that its alleged conduct was improper, discriminatory or illegal in any respect.

IT IS ORDERED, ADJUDGED AND DECREED as follows:

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

2. This Consent Decree resolves all issues raised in the EEOC's Complaint and Plaintiff-Intervenor's Original Complaint. The EEOC and Intervenor waive further litigation of all issues raised in the above-referenced complaints. The EEOC expressly reserves its right, however, to process and litigate any other charges which may now be pending or may in the future be filed against Horsetraders.

3. The duration of this Consent Decree shall be three (3) years from the date of its filing with the Court. This Court shall retain jurisdiction of this action during the period of this Decree and may enter such other and further relief as it deems appropriate to ensure implementation and enforcement of its provisions. Any violation of the Consent Decree by Horsetraders, its agents or assigns shall toll the running of this three-year period as of the date of the violation. If the Court subsequently determines this Consent Decree was violated, the three-year period shall recommence and continue from the date of entry of an Order setting out such a violation or until such time as ordered by the Court. Should the Court find the Consent Decree was not violated, the three-year period shall recommence, retroactive to the date the alleged violation occurred.

4. Horsetraders is hereby enjoined from:

- (a) Discriminating against any employees on the basis of sex, female, in violation of Title VII;
- (b) Engaging in or being a party to any action, policy or practice that has the effect of harassing or intimidating any employee on the basis of sex;
- (c) Creating, facilitating or permitting the existence of a work environment that is hostile to any employees through acts such as physical/verbal abuse and derogatory comments, on the basis of sex; and
- (d) Retaliating in any manner whatsoever against any employee for opposing any employment practice made unlawful by Title VII, or for complaining of harassment or other unlawful discrimination, filing a discrimination charge, giving testimony or assistance, or participating in any lawful manner in any investigation, proceeding, hearing or action under Title VII.

5. Within one hundred and twenty (120) days from the entry of this Decree, Horsetraders will adopt an anti-sexual harassment policy and ensure that it meets the following criteria:

- (a) Prohibits discrimination against employees on the basis of sex, female, in violation of Title VII; and prohibits any act, policy or practice that has the

effect of harassing or intimidating any employee on the basis of sex, female, in violation of Title VII;

- (b) Defines and provides examples of sexual harassment;
- (c) Provides for simple, convenient, confidential, and reliable mechanisms for reporting incidents of sexual harassment;
- (d) Provides for prompt investigation of sexual harassment complaints and for prompt, appropriate, and effective action to remedy the discrimination;
- (e) Provides assurances that complainants shall not be subjected to intimidation, retaliation, or harassment;
- (f) Provides for substantial and progressive discipline for violating Horsetraders' anti-sexual harassment policy up to and including discharge; and
- (g) Requires that all employees report incidents of sexual harassment to any supervisor or the person charged with investigating discrimination complaints.

6. Horsetraders shall notify all of its current employees of its sexual harassment policy within one hundred and twenty (120) days after the entry of this Consent Decree by amending its employee handbook to include this policy, and by providing each of its current employees with a copy of this policy.

7. For each year of the Consent Decree, Horsetraders will provide training to all of its employees on Title VII according to the following terms:

- (a) Horsetraders shall retain David J. Guillory of DAVID J. GUILLORY & ASSOCIATES, or another attorney specializing in employment law, acceptable to the EEOC, to provide no less than three (3) hours of training during the first year of this Consent Decree, on the provisions of Title VII, including sexual harassment, hostile work environment and retaliation;
- (b) Horsetraders shall provide the initial training session in accordance with this Paragraph within one hundred and twenty (120) calendar days of the entry of this Decree; and
- (c) For each subsequent year of the Consent Decree, one (1) hour of Title VII training will be provided to all Horsetraders employees.

8. Horsetraders shall certify annually to EEOC, in writing, to the attention of Robert B. Harwin, Associate Regional Attorney, San Antonio Field Office, United States Equal Employment Opportunity Commission, that the training has taken place and that required personnel attended. Such certification shall include:

- (a) The date, location and duration of the training; and
- (b) A copy of the registry of attendance which shall include the name and position or title of each person in attendance.

9. Within fifteen (15) business days after entry of this Consent Decree, Horsetraders shall post a copy of the Notice attached as Exhibit "A" to this Consent Decree at its Nacogdoches, Texas, facility in a conspicuous location easily accessible to and commonly frequented by employees. The Notice shall remain posted for the duration of this Consent Decree. Horsetraders shall ensure that the posting is not altered, defaced or covered by any other material. Horsetraders shall certify to the EEOC in writing within thirty (30) business days after entry of the Consent Decree that the Notice has been properly posted. Horsetraders shall permit a representative of EEOC to enter Horsetraders premises for the purpose of verifying compliance with this Paragraph at any time during normal daytime business hours.

10. Horsetraders, in settlement of this dispute, shall pay the sum total of Forty-Nine Thousand Dollars (\$49,000.00). Payment shall be distributed as follows:

- (a) \$42,000.00 to Janette England. No later than thirty (30) days from entry of the Consent Decree, Horsetraders shall make its first payment of \$8,571.42. The balance of \$33,428.58 shall be paid no later than ninety (90) days from entry of the Consent Decree. Payment, in the form of a check made out to Janette England and STUCKEY, GARRIGAN &

CASTETTER LAW OFFICES, shall be mailed directly to Ms. England's attorney, Alex A. Castetter, STUCKEY GARRIGAN & CASTETTER, 2803 North Street, P.O. Box 631902, Nacogdoches, Texas 75963; and

- (b) \$7,000.00 to Jennifer England. No later than thirty (30) days from entry of the Consent Decree, Horsetraders shall make its first payment of \$1,428.58. The balance of \$5,571.42 shall be paid no later than ninety (90) days from entry of the Consent Decree. Payment, in the form of a check made out to Jennifer England, shall be mailed directly to Jennifer England at Stephen F. Austin State University, Box 15436, Nacogdoches, Texas 75962.

11. A copy of the settlement checks, and any accompanying transmittal documents, shall be forwarded to Robert B. Harwin, Associate Regional Attorney, San Antonio Field Office, United States Equal Employment Opportunity Commission, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

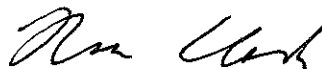
12. The terms of this Consent Decree shall be binding upon the EEOC, Janette England and Horsetraders, its agents, officers, employees, servants, successors, and assigns, as to the issues resolved herein.

13. When this Consent Decree requires the submission of documents or other materials to EEOC by Horsetraders, such documents or other materials shall be mailed to Robert B. Harwin, Associate Regional Attorney, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

14. Horsetraders shall bear all costs associated with implementing the provisions of this Consent Decree.

15. Except as provided herein, the parties to this Consent Decree shall bear all their own costs and attorney's fees. Furthermore, 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 AND ENTERED** this 28<sup>th</sup> day of August, 2006.



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RON CLARK  
UNITED STATES DISTRICT JUDGE

Respectfully submitted,

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General Counsel

JAMES L. LEE  
Deputy General Counsel

GWENDOLYN YOUNG REAMS  
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/s/ with permission by David Rivela

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ATTORNEY FOR PLAINTIFF-INTERVENOR



**EXHIBIT A**

**NOTICE AS REQUIRED UNDER TITLE VII OF  
THE CIVIL RIGHTS ACT OF 1964**

1. This NOTICE to all employees of Horsetraders, Inc. is being posted as part of an agreement between Horsetraders, Inc. and the U.S. Equal Employment Opportunity Commission.
2. Federal law requires that there be no discrimination against any employee or applicant for employment because of that person's race, color, religion, sex, national origin, or age with respect to hiring, compensation, promotion, discharge, or other terms, conditions or privileges of employment.
3. Horsetraders, Inc. strongly supports and will comply with such Federal law in all aspects and it will not take any action against employees because they have exercised their rights under the law by filing charges with the U.S. Equal Employment Opportunity Commission.
4. 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, or disability, or that you are being subjected to harassment because of your sex or because of having engaged in Title VII-protected activity, you are encouraged to seek assistance from supervisory personnel, or from the U.S. Equal Employment Opportunity Commission, 207 S. Houston, Third Floor, Dallas, Texas 75202, (214) 253-2742 or 1-800-669-4000.
5. Horsetraders, Inc. will not discriminate against any employee for opposing discrimination based on sex including, but not limited to, sexual harassment or for filing or participating in a charge of employment discrimination.
6. No retaliatory action may be taken against you for seeking assistance, filing a charge, or communicating with the U.S. Equal Employment Opportunity Commission.
7. Basing employment actions on the gender of an employee may also constitute a violation of Title VII of the Civil Rights Act of 1964, as amended, and any such conduct is a violation of company policy. Any employee found to be in violation of this company policy will be subject to written reprimand, suspension, and/or discharge.