

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

FEB 05 2001

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
Plaintiff,

v.

G. I. TRUCKING COMPANY
Defendant.

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MICHAEL N. MILBY, CLERK

CIVIL ACTION NO. H-99-2936

JURY TRIAL DEMANDED

CONSENT DECREE

Plaintiff, the United States Equal Employment Opportunity Commission ("Commission") and Defendant, G. I. Trucking Company ("Defendant" or "G. I. Trucking"), agree to entry of this Consent Decree.

I. Background and History of Proceedings

A. Charging Parties Dianna Essex, Kandie Bush and Deshandra Johnson each filed Charges of discrimination with the Commission alleging Defendant violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e *et seq.* ("Title VII").

B. On September 10, 1999, after investigating the Charges and finding discrimination, the Commission commenced this action alleging that Defendant's conduct toward Dianna Essex ("Essex"), Kandie Bush ("Bush") and Deshandra Johnson ("Johnson") during the course of their employment constituted sexual harassment in violation of Section 703 (a) of Title VII.

C. Defendant denied the allegations of discrimination and sexual harassment.

D. The parties wish to avoid the risks, uncertainties and expenses of continued litigation. Accordingly, the parties have agreed to settle this lawsuit. Neither Defendant's consent to the entry of this decree nor any of the terms set forth in it shall constitute or be construed as an admission of any Title VII violation. Both parties agree that this Consent Decree is being entered into for the sole purpose of compromising disputed claims without the necessity for protracted litigation.

E. The Commission and Defendant stipulate to the jurisdiction of the Court and the satisfaction of all administrative prerequisites. The parties further waive hearing and entry of findings of fact and conclusions of law on all issues.

IT IS ORDERED that:

1. This Consent Decree is entered in full and complete settlement of any and all claims arising out of or asserted in Civil Action No. H-99-2936 and the above-referenced Charges on behalf of Essex, Bush and Johnson.
2. Defendant and all of its employees and/or agents associated with it agrees they will not engage in an employment practices which discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's sex and will not retaliate against any individual who has opposed any practice made an unlawful employment practice under Title VII or who has made a charge, testified,

assisted, or participated in any manner in an investigation, proceeding or hearing under Title VII.

3. Defendant and all of its employees and/or agents associated with them agree that they will not engage in any employment practice which discriminates against female employees because of their sex (sexual harassment) in violation of Title VII.

4. Annually, for three years from the entry of this Decree, G. I. Trucking will provide either Rick Spearman or an independent experienced training person or group who shall provide a program, on employment discrimination, including the law relating to sexual harassment, to all terminal management level and above as well as human resources employees . The training shall be completed not later than July 31, 2001, or within six(6) months from the date the Consent Decree is entered, whichever date is later. Defendant shall submit to the EEOC, each year at least thirty days in advance of the program, the name of the program provider and a curriculum outline indicating the information to be addressed during the program and copies of all agendas and materials to be distributed at the training seminar. The person who shall administer the training will be either attorney(s) or person(s) possessing at least five years of experience in labor and employment law. Written acknowledgment of receipt of the training shall be obtained by Defendant from all individuals attending the training and retained among the employment records of G. I. Trucking.

5. Annually, for one year from the entry of this Decree, G. I. Trucking will provide to the EEOC a list of all complaints of sexual harassment made by any employee and describe the resolution of the complaint. The list shall also identify the name and title of the persons involved in the complaint and the location of the terminal in which the employees work.
6. Defendant agrees that within ten days after entry of this Decree it will conspicuously post the attached notice (Exhibit "A") in an area accessible to all employees at each of G. I Trucking's terminals for a period of three years from the date the decree is signed.
7. Defendant agrees that it will not employ Stanley Tomscak in any capacity in the future.
8. Defendant agrees to pay the total sum of SEVENTY FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00) in full and final settlement of the EEOC's lawsuit to provide monetary relief to Dianna Essex, Kandie Bush and Deshandra Johnson . Said sums shall be paid within forty-five (45) days from February 1, 2001. The EEOC shall notify G. I. Trucking, not later than January 30, 2001, of the sum to be paid to each Charging Party and the address to which each check will be mailed. A copy of the checks disbursed to each of them shall be mailed to the EEOC's undersigned counsel of record.
9. The sums payable to Essex, Bush and Johnson may be subject to federal or state income tax. G. I. Trucking agrees to issue Internal Revenue Service

("IRS") Form 1099 or an equivalent form to each of them who will have the sole responsibility for paying any federal, state or local taxes, including federal income tax that may be due on the aforementioned monetary award. Defendant and the EEOC agree that the sums paid pursuant to this Decree are for personal damages and emotional distress. G. I. Trucking makes no representation as to the tax status of the funds being paid herein. Essex, Bush and Johnson agree to indemnify and hold G. I. Trucking harmless in regard to classification of these funds as personal damages and emotional distress.

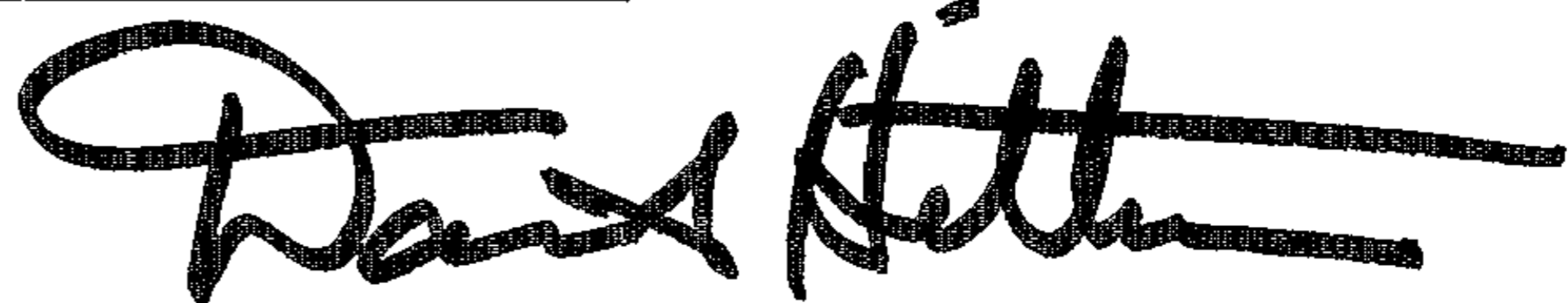
10. Each party to this action shall bear their own costs and attorney's fees.
11. This Consent Decree shall be binding on Defendant and all of Defendant's successors-in-interest, and Defendant will notify all such successors-in-interest of the existence and terms of this Consent Decree.
12. This Decree shall remain in effect for three years form the date of signing. During the period that this Decree shall remain in effect, the Court shall retain jurisdiction to assure compliance with this Decree and to permit entry of such further orders or modifications as may be appropriate. The EEOC is specifically authorized to seek Court-ordered enforcement of this Decree in the event of a breach of any of the provisions herein.
13. The Commission agrees that, in the event any allegation against Defendant that it receives that Defendant is in violation of any provision of this Consent Decree, the EEOC shall notify Defendant and afford Defendant the

opportunity to remedy as may be appropriate any such alleged violation within 60 days, and, will engage in good faith conciliation efforts with Defendant before instituting any legal action, including, but not limited to, a Motion for Contempt, under this Consent Decree.

14. Nothing in this Consent Decree shall be construed to preclude the Commission from filing a separate action under Title VII or any other statute which the Commission enforces in the future for any alleged violations by Defendant not resolved by this Decree.

15. Each signatory certifies that she is authorized to execute this document on behalf of the party or parties whom he or she represents.

Signed this 2 day of Feb, 2001 at Houston, Texas.



David Hittner
United State District Judge

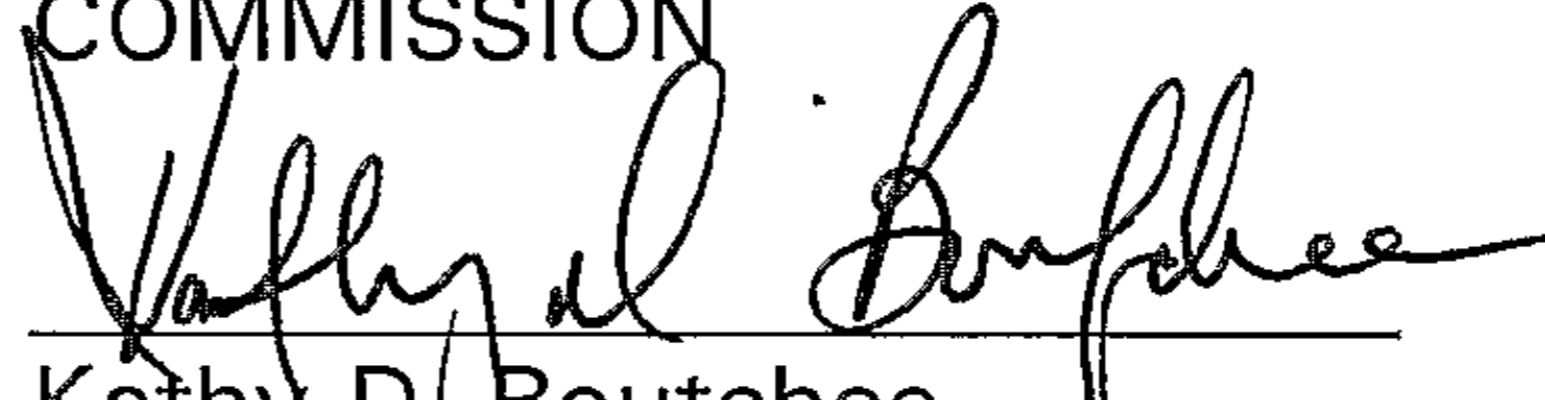
AGREED AND CONSENTED TO:

ATTORNEY FOR DEFENDANT
G. I. TRUCKING COMPANY



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NOTICE

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

THIS NOTICE TO ALL EMPLOYEES OF G. I. TRUCKING IS BEING POSTED REGARDING SEXUAL HARASSMENT AND DISCRIMINATION IN THE WORK PLACE AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED.

1. Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's sex, race, color, religion, national origin, age or disability with respect to compensation, hiring or other terms, conditions or privileges of employment.
2. G. I. TRUCKING supports and will comply with such Federal law in all respects and will not take any action against employees because they have exercised their rights under the law by filing charges with the Equal Employment Opportunity Commission (EEOC), providing information to the EEOC, and/or receiving compensation for the settlement of any sexual harassment or discrimination claim.
3. G. I. TRUCKING prohibits sexual harassment and will not engage in the practice of altering the terms and conditions of employment on the basis of sex.
4. Sexual harassment is expressly prohibited and constitutes an unlawful discriminatory employment practice. Such discriminatory employment practices will not be tolerated at G. I. TRUCKING.
5. Any employee who feels he/she is the target of such discrimination is advised to report this action promptly to Lavonne Gordon, 14727 Alondra Blvd., LaMirada, California, 90638, 1-800-541-1670.

SIGNED this _____ day of _____, 2001.

Bill Reid
President

This NOTICE shall be posted for three full years from date of signing.

EXHIBIT "A"