

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

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
ENTERED

OCT 16 2000

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
Plaintiff,

v.

HLF STAFFING, INC. d/b/a
LABOR FORCE
Defendant.

MICHAEL N. MILBY, CLERK

CIVIL ACTION NO. H-99-2005

JURY TRIAL DEMANDED

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CONSENT DECREE

Plaintiff, the United States Equal Employment Opportunity Commission ("Commission" or "EEOC") and Defendant, HLF Staffing, Inc., d/b/a Labor Forces ("Defendant" or "Labor Force"), agree to entry of this Consent Decree.

I. Background and History of Proceedings

A. Charging Party Nicolandria Peavy ("Peavy") filed a Charge of Discrimination with the Commission alleging Defendant violated Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.* ("Title VII"); Charge No. 330990141.

B. On June 24, 1999, the Commission filed this action alleging that Defendant discriminated against Nicolandria Peavy in violation of Section 703(a) of Title VII by discharging her because of her race, African-American, and otherwise denying her equal employment opportunities because of her race. The Commission alleged Defendant unlawfully discharged Ms. Peavy because of her race.

C. Labor Force denied all of the allegations lodged by the EEOC and Ms. Peavy, and further denies that it engaged in any unlawful discrimination in employment

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on the basis of race involving Ms. Peavy or any other individual.

D. The parties have resolved all issues raised in this litigation and wish to avoid protracted and expensive litigation. Accordingly, the parties have agreed to settle this lawsuit. Neither Defendant's consent to the entry of this Consent Decree nor any of the terms set forth in it shall constitute or be construed as an admission of any Title VII violation, which is expressly denied by Defendant. 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. This Consent Decree resolves all issues raised in the complaint of the EEOC and the parties accept this Consent Decree as final and binding among themselves as to the issues resolved herein. This Consent Decree shall not constitute an admission, an adjudication or a finding on the merits of the case.

E. The Commission and Labor Force 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 made by the Commission arising out of or asserted in Civil Action No. H-99-2005 and the above-referenced Charge on behalf of Ms. Peavy.
2. Labor Force agrees that it will not engage in any employment practice which discriminates against any employee or applicant for employment because

of that person's race in violation of Title VII. Labor Force further agrees that it 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 or in connection with this case.

3. Labor Force agrees that within thirty days after entry of this Decree the Orange Plant will conspicuously post copies of the attached notice (Exhibit "A") in areas accessible to all employees or other persons working at each of its Houston area locations for a period of one year from the date the Decree is entered.

4. Labor Force will provide an independent experienced training person or group who shall provide a program on employment discrimination, including the law relating to Title VII, to all management level employees in the Houston area. The training shall be completed not later than February 28, 2001, or within six(6) months from the date the Consent Decree is entered, whichever date is later. Defendant shall submit to the EEOC 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 Defendant.

5. Defendant agrees to pay the sum of Ten Thousand and No/100 Dollars (\$10,000.00) in full and final settlement of the EEOC's lawsuit to provide monetary damages to Nicolandria Peavy. The monetary damages are mutually understood to be payment on account of personal injury. Said sum shall be paid to Ms. Peavy within five (5) days of Labor Force's receipt of the Release executed by Ms. Peavy (Exhibit C, attached hereto). A copy of the check disbursed to Ms. Peavy shall be mailed to the EEOC's undersigned counsel of record.

6. The amount of Ten Thousand Dollars (\$10,000.00) payable to Nicolandria Peavy may be subject to federal or state income tax. HLF Staffing d/b/a Labor Force agrees to issue Internal Revenue Service ("IRS") Form 1099 or an equivalent form to Nicolandria Peavy, who has the sole responsibility for paying any federal, state or local taxes, including federal income tax that may be due on the aforementioned monetary award.

7. Nicolandria Peavy agrees that, as a result of the resolution of this case, she will not be eligible for re-employment/assignment with Labor Force and successors in interest. She further agrees that the resolution of this case will

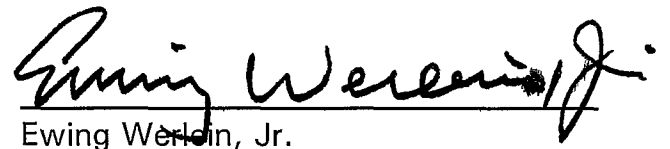
resolve all claims she raised or which could have been raised on her behalf against Labor Force through the date of the entry of this Decree.

8. The EEOC agrees to notify Nicolandria Peavy of the terms of this Consent Decree within ten (10) days of its entry by personal delivery or mailing to her, by U.S. Certified Mail, a copy of the letter in the form set forth in Exhibit B, and a copy of this Consent Decree and a copy of the Release Form attached as Exhibit C. The letter identified as Exhibit B will advise Nicolandria Peavy that to accept the relief offered to her or any part of it, she must return the appropriate executed Exhibit C Release Form to the EEOC within thirty (30) days of her receipt of the Exhibit B letter unless she shows good cause for failing to do so.
9. Each party to this Consent Decree shall bear their own costs and attorney's fees.
10. This Consent Decree shall be binding on Defendant and all of Defendant's subsequent successors-in-interest, and Defendant will notify all such subsequent successors-in-interest of the existence and terms of this Consent Decree.
11. This Consent Decree shall remain in effect for one year from the date of signing. During the period that this Consent Decree shall remain in effect, the Court shall retain jurisdiction to assure compliance with this Consent Decree and to permit entry of such further orders or modifications as may be appropriate.

Any party hereto is authorized to seek Court-ordered enforcement of this Consent Decree in the event of a breach of any of the provisions herein.

12. Nothing in this Consent Decree shall be construed to preclude the Commission from filing a separate action in the future under Title VII, or any other statute which the Commission enforces, for any alleged pending or subsequent violations by Defendant not resolved by this Decree.
13. The parties shall attempt to resolve informally any disputes that may occur under this Consent Decree. If the parties are unable to reach an agreement within thirty (30) days after a matter has been brought to the attention of one of the parties by another party, the issue may be submitted by either party to the Court for resolution.
14. All documents required to be delivered under this Decree to the EEOC shall be sent to the following address: Kathy D. Boutchee, Attorney-in-Charge, Equal Employment Opportunity Commission, 1919 Smith Street, 7th Floor, Houston, Texas 77002.
15. All documents required to be delivered under this Decree to HLF Staffing d/b/a Labor Force shall be sent to the following address: Barbara L. Johnson, Attorney-in-Charge, and Judith A. Colbert, Wickliff & Hall, P.C., 1000 Louisiana, Suite 5400, Houston, Texas 77002-5013.
16. Each signatory certifies that she is authorized to execute this document on behalf of the party or parties whom they represent.

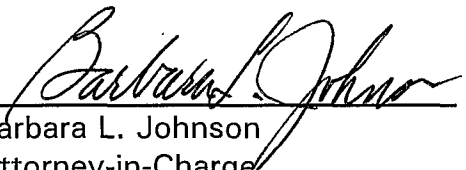
Signed this 13TH day of Oct., 2000 at Houston, Texas.


Ewing Werlein, Jr.
United State District Judge

AGREED AND CONSENTED TO:

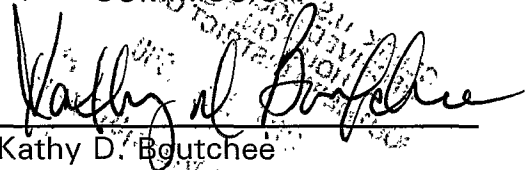
ATTORNEY FOR DEFENDANT

HLF STAFFING, INC.,
d/b/a LABOR FORCE


Barbara L. Johnson
Attorney-in-Charge
TBN: 10682820
FBN: 12096
Judith A. Colbert
TBN: 04528500
FBN: 9631
Wickliff & Hall, P. C.
Wells Fargo Plaza
1000 Louisiana, Suite 5400
(713) 750-3100
fax: (713) 750-3101

ATTORNEY FOR PLAINTIFF

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION


Kathy D. Boutchee
Attorney-in-Charge
TBN: 02717500
FBN: 10145
EEOC, Houston District Office
1919 Smith, 7th Floor
Houston, Texas 70002
(713) 209-3399
fax: (713) 209-3402



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Houston District Office

1919 Smith, 7th Floor
Houston, TX 77002-8049
PH: (713) 209-3320
TDD: (713) 209-3439
FAX: (713) 209-3381
LEGAL: (713) 209-3401

NOTICE

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

THIS NOTICE TO ALL EMPLOYEES OF HLF STAFFING INC., d/b/a LABOR FORCE IS BEING POSTED REGARDING 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. LABOR FORCE 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 race or other type of discrimination claim.
3. LABOR FORCE prohibits race discrimination and all other forms of discrimination and will not engage in the practice of altering the terms and conditions of employment on the basis of an employee's sex, race, color, religion, national origin, age or disability.
4. The above described discrimination is expressly prohibited and constitutes an unlawful discriminatory employment practice. Such discriminatory employment practices will not be tolerated at LABOR FORCE.
5. Any employee who feels he/she is the target of such discrimination is advised to report this action promptly to Amelica Mitchell, Office Manager, 5225 Katy Freeway, Suite 600, Houston, Texas 77007, (713) 802-1284.

SIGNED this _____ day of _____, 2000.

Al Nagel, President
HLF STAFFING, d/b/a LABOR FORCE.

This NOTICE shall be posted for one full year from date of signing.

Exhibit "A"



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Houston District Office

KATHY D. BOUTCHEE
DIRECT: (713) 209-3399

1919 Smith, 7th Floor
Houston, TX 77002-8049
PH: (713) 209-3320
TDD: (713) 209-3439
FAX: (713) 209-3381
LEGAL: (713) 209-3401
LEGAL FAX: (713) 209-3402

October 5, 2000

Nicolandria Peavy
8104 Wheatley Street
Houston, Texas 77008

Re: C. A. NO. H-99-2005; *EEOC v. HLF Staffing, Inc. d/b/a Labor Force*; in the U.S. District Court for the Southern District of Texas.

Dear Ms. Peavy:

A Consent Decree has been entered resolving the complaint of employment discrimination filed by the Equal Employment Opportunity Commission ("EEOC") against HLF Staffing, d/b/a Labor Force ("Labor Force").

Under the terms of the Consent Decree entered on _____, 2000, in the case of *EEOC v. HLF Staffing, Inc. d/b/a Labor Force*, C. A. NO. H-99-2005 (S.D. Tex.), Labor force is offering a monetary payment to you which may be subject to federal or state income tax. Labor Force will issue you an Internal Revenue Service Form 1099 or an equivalent form to you. You will have the sole responsibility for paying any federal, state or local taxes, including federal income tax, that may be due on the award.

The monetary payment as described above is being offered to you on the following condition: Labor Force will require you to release it from all discrimination claims arising out of this case or related to your assignment/employment. Also, you will not be eligible for re-employment/assignment with Labor Force, or its subsequent successors-in-interest.

You will obtain the relief offered you by signing the enclosed Release Form before a notary public and returning the original of the executed form to the undersigned at the following address: Kathy D. Boutchee, 1919 Smith Street, 7th Floor, Houston, Texas 77002. A self-addressed envelope is enclosed.

By accepting the monetary payment, Labor Force will send a check directly to you in the amount of Ten Thousand Dollars (\$10,000.00). A copy of the check will be sent to me.

If you fail to submit the Release Form, as directed in this letter, within thirty (30) days from your receipt of this letter, you will forfeit your right to any relief under the Decree, unless you can show good cause for your failure to do so within a reasonable time thereafter.

A copy of the Consent Decree is enclosed. If you have any questions concerning this settlement you may call me at (731) 209-3399

Very truly yours,

Kathy D. Boutchee
Senior Trial Attorney

Enclosures

Exhibit "B"
NOTICE LETTER

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

In consideration for the acceptance of any of the relief being offered to me, *i.e.*, a monetary amount of Ten Thousand Dollars (\$10,000.00) under the provisions of the Consent Decree entered by the Honorable Ewing Werlein, United States District Judge, in *EEOC v. HLF Staffing, Inc. d/b/a Labor Force*, C. A. NO. H-99-2005 (S.D. Tex.), I Nicolandria Peavy, release and discharge the Defendant in this case, HLF Staffing, Inc., d/b/a Labor Force ("Labor Force") and its current and former officials, employees and agents from all legal and equitable claims arising out of the complaint filed in this action and EEOC Charge No. 330990141.

I understand that Labor Force will issue me an IRS Form 1099 or an equivalent form for the monetary amount of Ten Thousand Dollars (\$10,000.00), which may be subject to federal or state income tax. I further understand that it is my responsibility to pay any taxes, including federal income tax due on the monetary amount paid to me.

I understand and agree that as a result of the resolution of this case, I will not be eligible for re-employment/assignment with Labor force, and its subsequent successors-in-interest. I further understand and agree that the resolution of this case will resolve all claims I raised or which could have been raised on my behalf against Labor Force through the date of entry of the Consent Decree.

I understand that the payment to be made to me does not constitute an admission by any of the parties released of the validity of any claim raised by me or on my behalf.

I acknowledge that a copy of the Consent Decree in this action has been made available to me.

I have read this release and understand the terms of this release and I freely agree and sign this release.

Signature: _____ Social Security No. [REDACTED]

Subscribed and sworn to before me this _____ day of _____, 2000.

Notary Public
My Commission expires:

Exhibit C
RELEASE