

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION**

**FILED
AUSTIN DIVISION
2003 JUN 18 PM 4:29**

**WESTERN DISTRICT OF TEXAS
U.S. CLERK'S OFFICE
BY: [Signature]
DEPUTY**

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION, §**

Plaintiff, §

§ Civil Action No. A-02-CA-620-SS

v. §

NBC MANAGEMENT, INC., §

Defendant. §

CONSENT DECREE

The parties to this Consent Decree are the Plaintiff, United States Equal Employment Opportunity Commission ("EEOC"), and Defendant, NBC Management, Inc. ("NBC"). This Consent Decree resolves the allegations raised by the EEOC in the above-referenced Civil Action No. A-02-CA-620-SS. The EEOC initiated this lawsuit under Title VII of the Civil Rights Act of 1964, as amended and Title I of the Civil Rights Act of 1991, to correct alleged unlawful employment practices on the basis of national origin and to provide appropriate relief to Felipe Aranda, Jr. and Alicia Aranda, who the EEOC maintains were adversely affected by these alleged practices. The EEOC alleges that Defendant, NBC Management, Inc., discriminated against Felipe Aranda, Jr. and Alicia Aranda when it subjected them to disparate treatment when NBC failed to hire them because of their national origin, Hispanic, in violation of Section 703(a) of Title VII. NBC Management, Inc. denies this allegation, and that it engaged in any unlawful employment practices.

To avoid the expense and uncertainty of further litigation, the EEOC and Defendant, NBC Management, Inc., wish to settle this action, without the necessity of further litigation, pursuant to the terms delineated in this Decree.

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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. NBC Management, Inc. denies that it discriminated against or engaged in any unlawful employment practices against Felipe and Alicia Aranda, as alleged in the Complaint. This Decree is not an admission by NBC Management, Inc. of liability, which has been denied, nor is there a finding of discrimination or liability.

3. This Decree resolves those claims against NBC Management, Inc. raised in 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 NBC Management, Inc.

4. The duration of this Decree shall be three (3) years from the date of its entry by the Court. This Court retains jurisdiction of this action for that three year period and may enter such other and further relief as it deems appropriate to ensure implementation and enforcement of its provisions. In the event that the Court finds that the terms of the Consent Decree have been violated, the EEOC shall have the right to request the Court to toll the term of the Consent Decree for up to the period of the violation.

5. Defendant NBC Management, Inc., its agents, officers, employees, servants, successors, and assigns, will not discriminate against Felipe or Alicia Aranda on the basis of national origin or any other basis made unlawful by Title VII, and will not retaliate in any manner against Felipe and Alicia Aranda for opposing any employment practice made unlawful by Title VII.

6. Defendant NBC Management, Inc., its agents, officers, employees, servants,

successors, and assigns, shall provide their employees with a place of employment free of discrimination on the basis of national origin, and any other form of discrimination made unlawful by Title VII.

7. Within 90 days of the date of this Decree, Defendant NBC Management, Inc. shall distribute copies of the Notice, attached as Exhibit "A," to all supervisory and managerial employees employed by Defendant NBC Management, Inc. at its Austin, Texas facility. Each supervisory and managerial employee will sign an acknowledgment form, indicating that he/she has read and understood the terms of the Notice.

8. Within 90 days of the date of entry of this Decree, all managerial employees employed by Defendant NBC Management, Inc., at NBC facilities in Austin, Texas, shall participate in EEO Title VII antidiscrimination training, of not less than four (4) hours. Within 30 days prior to the date scheduled for this training, Defendant NBC Management, Inc., shall furnish to the EEOC a written report describing training to be attended by the employees referred to in this paragraph, identifying the instructor(s) and describing his/her/their qualifications to conduct such training, and the EEOC shall have the right to approve the training and/or the instructor(s). The EEOC agrees that the instructor may be an employee of NBC Management who has received appropriate training on antidiscrimination laws and agrees not to unreasonably withhold its approval of the training and the instructor. The EEOC expressly approves Fulbright & Jaworski L.L.P. to conduct this training.

9. Within 90 days of the entry of this Consent Decree, Defendant NBC Management, Inc. shall create and implement a non-discrimination policy which meets the following criteria:

- (a) States that NBC Management, Inc., prohibits discrimination against employees on the basis of national origin in violation of Title VII;

- (b) Defines and provides examples of national origin harassment; said examples to be included in the non-discrimination policy;
- (c) Provides that the complaints of national origin harassment can be made either in writing or verbally;
- (d) Provides for prompt investigation of discrimination complaints and for prompt action, which is appropriate and effective, to remedy the discrimination;
- (e) Promptly communicates in writing to the complaining party upon the conclusion of its investigation the results of the investigation and the remedial actions taken or proposed, if any;
- (f) Provides for substantial and progressive discipline for violating Defendant NBC Management, Inc.'s non-discrimination policy up to and including discharge;
- (g) Requires that all employees report incidents of national origin discrimination to any supervisor or the person charged with investigating discrimination complaints; and
- (h) Provides that all of Defendant NBC Management, Inc.'s non-discrimination policies and complaint procedures be in English and Spanish and drafted in plain and simple language.

10. Following the entry of this Decree, Felipe Aranda and Alicia Aranda will provide executed copies of the documents entitled "Settlement Agreement and Release" and attached as Exhibits B-1 and B-2 to this Agreement, along with completed IRS W-9 forms, to David Rivela,

Attorney, San Antonio District Office, United States Equal Employment Opportunity Commission, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229. The EEOC shall then forward these documents to counsel for NBC Management, Inc. Within fourteen days of delivery of these documents to counsel for NBC Management, Inc., NBC Management, Inc. shall send a check for \$3,500 to Felipe Aranda to the following address: 1113 Rutland #85, Austin, Texas 78758, and a check to Alicia Aranda for \$2,000 to the following address: 1906 Surey, Round Rock, Texas 78664. Within 90 days of receipt of the documents by its counsel, Defendant NBC Management, Inc., shall send a check for \$3,000 to Felipe Aranda at the above address and a check for \$1,500 to Alicia Aranda at the above address. Thus, the total amount of disbursements by NBC Management, Inc., shall be \$10,000 (TEN THOUSAND DOLLARS). Each obligation provided for under this Paragraph is satisfied by placing the payment in the United States Mail, return receipt requested, addressed in accordance with the information contained in this Paragraph. Should the funds not subsequently be received, NBC Management, Inc. and the Arandas shall cooperate to accomplish delivery.

11. A copy of all the settlement checks, and any accompanying transmittal documents shall be forwarded to: David Rivela, Attorney, San Antonio District Office, United States Equal Employment Opportunity Commission, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

12. The terms of this Decree shall be binding upon the EEOC and Defendant NBC Management, Inc., its agents, officers, employees, servants, successors, and assigns, as to the issues resolved herein.

13. The parties to this Decree shall bear their own costs and attorney's 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, and all relief not expressly granted is denied.

The Clerk shall furnish a copy hereof to each attorney of record.

SO ORDERED.

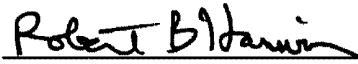
Signed this 18th day of June, 2003.




SAM SPARKS
UNITED STATES DISTRICT JUDGE

Respectfully submitted,

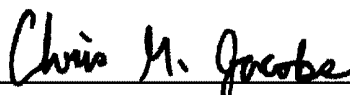
GWENDOLYN YOUNG REAMS
Associate General Counsel



ROBERT B. HARWIN
Regional Attorney
D.C. State Bar No. 076083



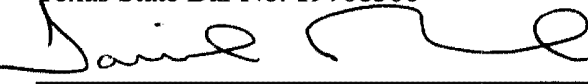
JUDITH G. TAYLOR
Supervisory Trial Attorney
Texas State Bar No. 19708300



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Texas State Bar No. 08439800
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FULBRIGHT & JAWORSKI L.L.P.
600 Congress Ave., Suite 2400
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Telephone: (512) 474-5201
Telecopier: (512) 536-4598

ATTORNEYS FOR DEFENDANT



DAVID RIVELA
Texas State Bar No. 00797324

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
5410 Fredericksburg Road, Suite 200
San Antonio, Texas 78229
Telephone: (210) 281-7619
Telecopier: (210) 281-7669

ATTORNEYS FOR PLAINTIFF

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210-281-7668 T-916 P.008/011 F-006

Jan-31-03 04:16pm From-EEOC

NOTICE TO ALL EMPLOYEES

NBC MANAGEMENT, INC. SUPPORTS FEDERAL LAW REQUIRING THERE BE NO DISCRIMINATION AGAINST ANY APPLICANT OR EMPLOYEE BECAUSE OF HIS OR HER RACE, COLOR, SEX, NATIONAL ORIGIN, RELIGION, AGE OR DISABILITY AND REAFFIRMS ITS COMMITMENT NOT TO DISCRIMINATE AGAINST ANY APPLICANT OR EMPLOYEE ON ANY TERM OR CONDITION OF EMPLOYMENT. THIS POLICY APPLIES TO ALL EMPLOYMENT DECISIONS, INCLUDING HIRING OR REHIRING, RECRUITMENT, RETENTION, PROMOTION, TRANSFER, LAYOFF AND/OR TERMINATION, AND ALL OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

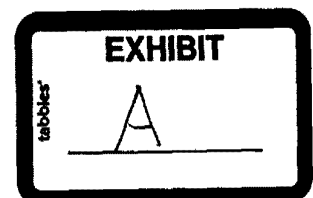
NBC MANAGEMENT, INC. WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE FOR OPPOSING EMPLOYMENT DISCRIMINATION, FOR FILING OR PARTICIPATING IN A CHARGE OF EMPLOYMENT DISCRIMINATION, AND/OR FOR ASSOCIATING WITH AN EMPLOYEE WHO OPPOSES EMPLOYMENT DISCRIMINATION OR FILES OR PARTICIPATES IN A CHARGE OF EMPLOYMENT DISCRIMINATION

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, OR THAT YOU ARE BEING SUBJECTED TO HARASSMENT BECAUSE OF YOUR GENDER OR HAVING ENGAGED IN TITLE VII-PROTECTED ACTIVITY, YOU ARE ENCOURAGED TO SEEK ASSISTANCE FROM SUPERVISORY PERSONNEL, THE PERSONNEL DEPARTMENT, 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 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.

EXHIBIT "A"



SETTLEMENT AGREEMENT AND RELEASE

In complete settlement of any and all pending or potential disputes between the parties Felipe Aranda, Jr. ("Aranda"), on the one hand, and NBC Management, Inc. ("NBC") on the other hand (collectively referred to as the "Parties"), including but not limited to all claims which were or could have been raised in the Charge of Discrimination #36AA200119 (hereinafter the "EEOC Charge") filed by Aranda against NBC, the Parties voluntarily enter into this Confidential Settlement Agreement and Release (the "Agreement").

1. General Release Language: Aranda, for himself and anyone who could bring a claim on his behalf, fully releases NBC and any related businesses, along with the Company's current and former employees, directors, agents, owners, attorneys and insurers (called the "Releasees"), from any and all claims, causes of action, damages, and attorneys' fees arising out of the events that were or could have been made the basis of his EEOC Charge. This includes causes of action that are not brought under Title VII but that arise out of any attempt to seek employment with NBC up to the date this Release is signed. Aranda further agrees not to sue Releasees in connection with any claim encompassed by the release.

2. Payment: Because of Aranda's promises in this Agreement, NBC agrees to pay Aranda the total sum of Six Thousand Five Hundred Dollars (\$6,500.00). This payment will be made in accordance with Paragraph 10 of the Consent Decree in the case styled A-01-CA-620-SS, Equal Employment Opportunity Commission v. NBC Management, Inc. Aranda acknowledges and agrees that this consideration is all he will receive from the Releasees, and that he expects no other consideration.

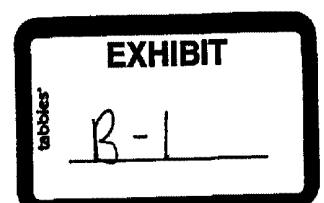
3. Tax Liability; Indemnification: Aranda agrees that all of his tax obligations which may arise from the payments set forth in Paragraph 2 shall be his sole obligation, and that he indemnifies NBC against any and all costs, penalties, taxes, fees or other payments made or required as a result of the payment. Aranda acknowledges that he has not relied upon any representation of NBC or its attorneys as to the taxability or nontaxability of said monies.

4. Non-Admissions: Aranda acknowledges that by entering into this Agreement, neither NBC nor any other Releasee admits any violation of any law or wrongdoing. Aranda acknowledges and agrees that this Agreement shall not represent any kind of admission of fault, which is expressly denied by NBC.

5. Severability: If any provision of this Agreement is held to be invalid, the Parties agree that the rest of the Agreement shall remain in full force and effect, with the exception that Aranda must return the payment referred to in Paragraph 2 if Paragraph 1 is held invalid.

6. Entire Agreement: This Agreement constitutes the entire agreement between Aranda and NBC on the issue of Aranda's release of NBC and on payments to Aranda.

7. Voluntary Agreement; Opportunity to Confer with Counsel: The Parties agree that they have read this Agreement and that they have been encouraged to consult their own attorneys if they have any questions regarding the Agreement; that they are entering into this Agreement



with full understanding of its legal consequences; and that they agree to be bound by the Agreement.

IN WITNESS WHEREOF, I have reviewed this Settlement Agreement and Release, understand and agree to be bound by its terms, and have signed this Agreement knowingly, as a voluntary act of my own free will and deed, and after having had the opportunity to review and discuss its terms with legal counsel of my choosing.

FELIPE ARANDA, JR.

Date: _____

By: FELIPE ARANDA, JR.

This instrument was acknowledged before me on this _____ day of _____, 2003, by Felipe Aranda, Jr.

Notary Public in and for
The State of Texas

NBC MANAGEMENT, INC.

Date: _____

By: _____

This instrument was acknowledged before me on this _____ day of _____, 2003, by _____.

Notary Public in and for
The State of Texas

SETTLEMENT AGREEMENT AND RELEASE

In complete settlement of any and all pending or potential disputes between the parties Alicia M. Aranda ("Aranda"), on the one hand, and NBC Management, Inc. ("NBC") on the other hand (collectively referred to as the "Parties"), including but not limited to all claims which were or could have been raised in the Charge of Discrimination #36AA200134 (hereinafter the "EEOC Charge") filed by Aranda against NBC, the Parties voluntarily enter into this Confidential Settlement Agreement and Release (the "Agreement").

1. General Release Language: Ms. Aranda, for herself and anyone who could bring a claim on her behalf, fully releases NBC Management, Inc. and any related companies, along with the Company's current and former employees, directors, agents, owners, attorneys and insurers (called the "Releasees"), from any and all claims, causes of action, damages, and attorneys' fees arising out of the events that were or could have been made the basis of her EEOC Charge. This includes causes of action that are not brought under Title VII but that arise out of any attempt to seek employment with NBC up to the date this Release is signed. Aranda further agrees not to sue Releasees in connection with any claim encompassed by the Release.

2. Payment: Because of Aranda's promises in this Agreement, NBC agrees to pay Aranda the total sum of Three Thousand Five Hundred Dollars (\$3,500.00). This payment will be made in accordance with Paragraph 10 of the Consent Decree in the case styled A-01-CA-620-SS, Equal Employment Opportunity Commission v. NBC Management, Inc. Aranda acknowledges and agrees that this consideration is all she will receive from the Releasees, and that she expects no other consideration.

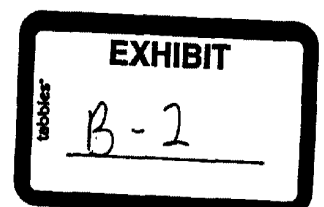
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with full understanding of its legal consequences; and that they agree to be bound by the Agreement.

IN WITNESS WHEREOF, I have reviewed this Settlement Agreement and Release, understand and agree to be bound by its terms, and have signed this Agreement knowingly, as a voluntary act of my own free will and deed, and after having had the opportunity to review and discuss its terms with legal counsel of my choosing.

ALICIA M. ARANDA

Date: _____

By: ALICIA M. ARANDA

This instrument was acknowledged before me on this ____ day of _____, 2003, by Alicia M. Aranda.

Notary Public in and for
The State of Texas

NBC MANAGEMENT, INC.

Date: _____

By: Cynthia Suttles

This instrument was acknowledged before me on this ____ day of _____, 2003, by Cynthia Suttles.

Notary Public in and for
The State of Texas