

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

FILED

AUG 18 2005

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY DM DEPUTY CLERK

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

NEATHERLIN HOMES, INCORPORATED,

Defendant.

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Civil Action No. SA04CA0788RF

CONSENT DECREE

The parties to this Consent Decree are the Plaintiff, United States Equal Employment Opportunity Commission ("EEOC"), and Defendant, Neatherlin Homes, Incorporated ("Neatherlin"). This Consent Decree resolves the allegations raised by the EEOC in the above-referenced Civil Action No. SA04CA0788. The EEOC initiated this lawsuit under Title VII of the Civil Rights Act of 1964 as amended by the Pregnancy Discrimination Act of 1978, and Title I of the Civil Rights Act of 1991, to correct unlawful employment practices on the basis of sex, female, and to provide appropriate relief to Stephanie A. Govett, who was adversely affected by such practices. The EEOC alleges that Stephanie A. Govett was subjected to unlawful discrimination when she was terminated from her position as a sales assistant with Neatherlin because of her pregnancy.

The EEOC and Neatherlin wish to settle this action, without the risks, uncertainties and expenses of continued litigation, under the terms in the Decree. The parties hereby agree that neither the giving of any consideration hereunder nor its acceptance shall operate as or be

evidence of any admission of liability by Neatherlin for any claim hereby released and further agree that, by the execution of this Consent Decree, Neatherlin does not admit the truthfulness of any of the claims or allegations made by any opposing party; rather such claims, allegations and liability have been, and are hereby, expressly denied by Neatherlin.

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. The EEOC waives further litigation of all issues raised in the above-referenced complaint. 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 Defendant Neatherlin.

3. The execution and entry of this Consent Decree and all obligations contained therein are entirely contingent and conditioned upon the execution and entry of a settlement agreement in the lawsuit filed by Stephanie Govett in Bexar County, Texas alleging pregnancy discrimination. If the parties in the state court lawsuit are unable to enter into a settlement agreement, this Consent Decree will be null, void and of no effect.

SCOPE OF CONSENT DECREE

4. The duration of this Decree shall be eighteen (18) months 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 further orders or modifications as may be appropriate. Should any disputes under this Decree remain unresolved before this eighteen month period, the term of the Decree shall be automatically extended, and the Court will retain jurisdiction of this matter to

enforce the Consent Decree, until such time as all disputes have been resolved.

INJUNCTIVE PROVISIONS

5. During the duration of the Consent Decree, Defendant Neatherlin shall be enjoined at any and all of its offices in San Antonio, Texas from engaging in conduct, which results in discharge because of pregnancy or any other employment practice which discriminates based on sex.

MONETARY RELIEF

6. Defendant Neatherlin, pursuant to this Consent Decree and the settlement agreement entered into in the lawsuit filed in Bexar County by Stephanie Govett, shall issue one payment to Stephanie A. Govett and her attorney Jeffrey R. Davis, in the amount of \$65,000.00 (SIXTY-FIVE THOUSAND AND 00/100 DOLLARS). Payment shall be made pursuant to the terms of the aforementioned state court settlement agreement. Stephanie Govett and the EEOC recognize and agree that Stephanie Govett is to receive only one payment of \$65,000.00, and not a payment of \$65,000.00 under both the Consent Decree and the state court settlement agreement. A copy of the settlement checks and any accompanying transmittal documents shall be forwarded to the EEOC to the attention of Robert B. Harwin, Regional Attorney, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

TRAINING

7. Within 180 days of the date of entry of this Decree, Neatherlin shall provide not less than four (4) hours of EEO training to Neatherlin supervisory/managerial employees working at any and all of its offices in San Antonio, Texas. Any training shall: (a) explain that gender and pregnancy and other Title VII protected-status discrimination is unlawful; (b) instruct what conduct may constitute discriminatory conduct; and (c) explain the damaging effects of discrimination to victims, their families, their co-workers, and the workplace environment. Any

training will be conducted by FISH & RICHARDSON P.C., who will send a copy of the training presentation outline to the EEOC at least 10 days before any training session occurs. The Commission shall have the right to approve any training.

8. Within ten (10) days after the completion of any training session, Neatherlin shall certify to the EEOC, in writing, that any required 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.

POSTING REQUIREMENT

9. Within ten (10) business days after entry of this Decree, Neatherlin shall post copies of the Notice attached as Exhibit "A" to this Decree on an employee bulletin board or other area where employees congregate at any and all of its offices in San Antonio, Texas. The Notice shall remain posted for ninety (90) days. Neatherlin shall ensure that the posting is not altered, defaced or covered by any other material. Within ten (10) business days after the later of (i) entry of the Decree or (ii) receipt of an executed settlement agreement in the state court matter, Neatherlin shall certify to the EEOC in writing that the Notice has been properly posted.

MISCELLANEOUS PROVISIONS

10. Neatherlin shall bear the costs associated with administering and implementing the provisions of this Decree.

11. Except as provided herein, the parties to this Decree shall bear 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.

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

13. When this Consent Decree requires the submission by Neatherlin of documents or other materials to EEOC, such documents or other materials shall be mailed to Robert B. Harwin, Regional Attorney, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229. The Clerk shall furnish a copy hereof to each attorney of record.

SO ORDERED AND ENTERED this 18th day of August, 2005.

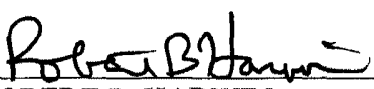

HONORABLE ROYAL FURGESON
UNITED STATES DISTRICT JUDGE

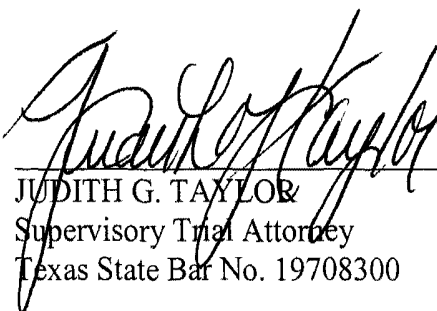
Respectfully submitted,

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San Antonio, TX 78229-3555
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ATTORNEYS FOR PLAINTIFF

EXHIBIT A

NOTICE TO ALL EMPLOYEES

1. Federal law requires that there be no discrimination against any employee or applicant for employment because of that person's race, color, religion, sex (including pregnancy), national origin, or age with respect to hiring, compensation, promotion, discharge, or other terms, conditions or privileges of employment.
2. Neatherlin 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.
3. 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 (including pregnancy), or disability, 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, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229-3555, (210) 281-7600 or 1-800-669-4000.
4. No retaliatory action may be taken against you for seeking assistance, filing a charge, or communicating with the U.S. Equal Employment Opportunity Commission.
5. Basing employment actions on the pregnancy 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.