

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

UNITED STATES COURTS  
SOUTHERN DISTRICT OF TEXAS  
ENTERED

DEC 0 1 2004

Michael N. Milby, Clerk of Court

EQUAL EMPLOYMENT OPPORTUNITY §  
COMMISSION, §

Plaintiff, §

v. §

FIRST AID PRODUCTS L.P., §  
Nutramax First Aid Division, §  
a subsidiary of §  
NUTRAMAX PRODUCTS, INC., §

CIVIL ACTION NO. H-03-3289

and §

FIRST AID PRODUCTS, Inc., §

and §

NUTRAMAX PRODUCTS, INC. §

Defendants. §  
§  
§

CONSENT DECREE

The Plaintiff, Equal Employment Opportunity Commission (the "Commission" or "EEOC"), alleges in this suit that, since at least May 2001, Syed Akbar, a former supervisor of NutraMax Products, Inc.; First Aid Products, Inc.; and FA Products, L.P., incorrectly identified as First Aid Products (hereinafter, collectively, "Defendants") subjected Debbie Kelley to unlawful sexual harassment and to disparate terms, conditions and privileges of employment because of her sex, female, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-2(a)(1) ("Title VII"). The EEOC asserts that Defendants failed to take corrective action sufficient to stop the alleged harassment.

Defendants answered the Complaint, and denied liability and specifically denied engaging in any discriminatory employment practices. Neither this Consent Decree nor the furnishing of any payment to any individual claimant by the terms of this Consent Decree shall be construed as an admission by Defendants of any liability or unlawful conduct. To the contrary, Defendants deny that they are in any way liable to the EEOC or any individual claimant.

In the interests of resolving this matter and to avoid the costs of litigation, the parties have agreed that this action should be finally resolved by entry of this Consent Decree.

The parties stipulate to the jurisdiction of the Court and waive a hearing and the entry of findings of fact and conclusions of law.

**IT IS THEREFORE ORDERED:**

1. This Consent Decree is entered in full and complete settlement of any and all claims arising out of or contained in EEOC Charge No. 330-A2-0942, and Civil Action No. H-03-3289. This Consent Decree constitutes a complete resolution of all claims that were made by the Commission against Defendants in this action. This Consent Decree constitutes the complete and exclusive agreement between the parties with respect to the matters referred to herein. No representation or inducement to compromise this action have been made, other than those recited or referenced in this Consent Decree. No waiver, modification or amendment of any provision of this Consent Decree shall be effective unless made in writing, approved by the parties to this Consent Decree and approved or ordered by the Court.

2. Defendants agree that they will not discriminate against any employee or applicant for employment because of his or her sex in violation of Title VII.

3. Defendants agree that they will not, and are enjoined from, creating, facilitating or

permitting the existence of a work environment that is hostile to any employee through acts such as physical/verbal abuse and derogatory comments, on the basis of sex.

4. Defendants agree that they will not, and are enjoined from any acts which, discriminate or retaliate in any manner against any individual because he or she has made a charge, testified, assisted, or participated in any manner in the investigation by the Commission or court proceeding in connection with this case.

5. Defendants agree to pay Debbie Kelley \$19,000. This payment, less all applicable required withholdings under federal and state law, will be made within ten (10) days from the entry of this Consent Decree or the individual's execution and delivery to Defendants of a standard release of claims, whichever is later. A copy of the check will be mailed to the EEOC within ten (10) days from the entry of this Consent Decree or the individual's execution and delivery to Defendants of a standard release of claims, whichever is later at the following address: Rudy L. Sustaita, EEOC Houston District Office, 7<sup>th</sup> Floor, Houston, Texas 77002.

6. Defendants shall provide Equal Employment Opportunity ("EEO") training to its managers, supervisors and other employees in its Houston, Texas location regarding employment discrimination, including, but not limited to the illegality of sexual harassment and gender-based employment decisions. All participants will sign a registry upon completion of the training. The training shall be conducted within 6 months of the entry of this Decree. The training shall also be conducted annually during the term of the Consent Decree.

7. The agenda, the teaching materials and the name of the trainer shall be submitted to the EEOC for review prior to the training. The EEOC shall then have fourteen (14) business days from the date of receipt of the information to comment on the contents of the topic outline. In the

event that EEOC provides comments regarding the planned training, Defendants shall have ten (10) business days to respond to the comments and provide a new agenda or training program.

8. Following the training, Defendants shall notify the EEOC of the training by indicating when and where the training took place, the duration of the training, and the identity of the trainers and the attendees. A copy of the registry shall be submitted to the EEOC as part of Defendants' reporting obligations. The notification or report shall be submitted to the EEOC no more than 14 days following the training at the following address: Rudy L. Sustaita, EEOC Houston District Office, 7<sup>th</sup> Floor, Houston, Texas 77002.

9. Within ninety (90) days from the entry of this Decree, at its Houston, Texas location, Defendants shall adopt a sexual harassment policy that states that Defendant: (i) prohibits discrimination against any employee on the basis of sex in violation of Title VII; (ii) prohibits any act, policy or practice that has the effect of harassing or intimidating any employee on the basis of sex in violation of Title VII; (iii) prohibits any act, policy or practice that has the effect of creating, facilitating or permitting the existence of a work environment that is hostile to any employee through acts such as physical/verbal abuse and derogatory comments based on sex in violation of Title VII; (iv) defines and provides examples of sexual harassment; (v) provides a simple, convenient, confidential and reliable mechanisms for reporting incidents of sexual harassment; (vi) provides for prompt investigation of sexual harassment complaints and for prompt action, which is determined by Defendants appropriate and effective, to remedy the discrimination; (vii) encourages employees to report any incident and/or complaint of sexual harassment of which they become aware to the person(s) responsible for handling such complaints; (viii) provides that complaints of sexual harassment shall be reduced to writing by the company's human resources department and

**maintained by such department; (ix) provides that upon the conclusion of Defendant's investigation, the results of the investigation will be promptly communicated to the complaining party and the accused; (x) provides for discipline for violating Defendant's sexual harassment policy up to and including discharge; (xi) requires that Defendants identify the person(s) charged with the responsibility for investigating discrimination complaints; (xii) provides that all complaints, reports, and determinations related to sexual harassment shall be placed in personnel file of the person accused of sexual harassment; (xiii) provides assurances that complainants shall not be subjected to intimidation, harassment and/or retaliation; (xiv) informs the complainant of his or her right to file charges with the EEOC; and (xv) provides the address and telephone number of the EEOC's nearest office.**


**10. Any sexual harassment complaints and resulting investigations shall be placed by Defendants in a file that the EEOC, upon written request during the term of the Consent Decree, may periodically review to determine compliance with this Consent Decree. In addition, all nonprivileged documents regarding a complaint of sexual harassment shall be maintained by Defendants so that the EEOC may periodically review to determine compliance with this Consent Decree.**

**11. Defendants shall allow the EEOC, upon written request during the term of the Consent Decree, to inspect the personnel file of a person accused of sexual harassment to determine compliance with this Decree.**

**12. Defendants agree to post, in a public area of its facility in Houston, Texas, a notice of nondiscrimination. The notice is attached as Exhibit "A." Counsel for Defendants shall provide a letter to the EEOC confirming that the notice has been posted.**

13. The EEOC and Defendants shall bear their own costs and attorney's fees.
14. This Consent Decree shall remain in effect for two years from its entry.

Signed on this 1st day of December 2004, at ~~Houston, Texas~~.

  
\_\_\_\_\_  
John D. Rainey  
UNITED STATES DISTRICT JUDGE



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**  
**Houston District Office**

1919 Smith St. 7<sup>th</sup> Floor  
Houston, TX 77002-8049  
PH: (713) 209-3320  
TDD: (713) 209-3439  
FAX: (713) 209-3402  
LEGAL: (713) 209-3401

## **NOTICE**

**TO ALL EMPLOYEES OF**

**NutraMax Products, Inc., First Aid Products, Inc.;**  
**and FA Products, L.P.,**

### **SEX DISCRIMINATION IN THE WORKPLACE**

Federal law requires that there be no discrimination against any employee or applicant for employment because of the person's sex, race, color, religion, national origin, disability, or age. NutraMax Products, Inc., First Aid Products, Inc.; and FA Products, L.P., ("NutraMax") supports and abide by this law.

### **SEXUAL HARASSMENT**

Sexual Harassment is against federal law. Sexual harassment is defined as all conduct that is of a sexual nature that is neither invited nor welcome.

### **NUTRAMAX POLICY**

NutraMax does not tolerate sexual harassment of any kind. Anyone found guilty of sexual harassment shall be subject to discipline, up to and including immediate termination.

If you have been sexually harassed by anyone at NutraMax you may contact \_\_\_\_\_ or \_\_\_\_\_ at the following numbers: \_\_\_\_\_. NutraMax shall keep all information of sexual harassment confidential. NutraMax shall quickly investigate and resolve all claims of sexual harassment. NutraMax will not retaliate against any person who complains of sexual harassment.

### **AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER**

NutraMax is an equal employment opportunity employer that abides by federal employment laws in all respects, including Title VII of the Civil Rights Act of 1964, as amended. If you believe that you have been discriminated against illegally by any employer or employment agency, you should contact the U.S. Equal Employment Opportunity Commission at 800-USA-EEOC or at 713-209-3372.

\_\_\_\_\_  
(Company official)

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