FILED
NOV 0 5 2003
CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
DEPUTY CLERK

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

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION	§	
	§	
v.	§	NO. SA-02-CA-0544-RF
	§	
WELLS FARGO FINANCIAL TEXAS, INC. f/k/a NORWEST FINANCIAL TEXAS, INC.	§	

AMENDED FINAL JUDGMENT ORDER ENTERING CONSENT DECREE

The Court signed the Final Judgment Order Entering Consent Decree before it signed the Consent Decree. It has now signed the Consent Decree. The Court now finds that all issues in the Complaint have been disposed of, that the parties are in agreement, and that the Consent Decree should be entered.

It is therefore ORDERED that the Consent Decree is hereby entered. The Court shall retain jurisdiction to enforce the terms and conditions as set forth in the Consent Decree, which is attached to the parties' Joint Motion to Enter Consent Decree.

SIGNED this 5th day of November, 2003.

ROYAL FURGESON
UNITED STATES DISTRICT JUDGE

45

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CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS

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

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	§	
Plaintiff,	§	
	§	
v.	§	**Civil Action No. SA-02-CA-0544**
	§	
WELLS FARGO FINANCIAL TEXAS, INC., f/k/a NORWEST FINANCIAL TEXAS, INC.,	§	
	§	
Defendant.	§	
	§	

CONSENT DECREE

A. The parties to this Consent Decree are the Plaintiff, United States Equal Employment Opportunity Commission ("EEOC"), and Defendant, Wells Fargo Financial Texas, Inc. f/k/a Norwest Financial Texas, Inc. ("Wells Fargo"). This lawsuit was initiated by the EEOC on June 7, 2002, under the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. §626(b) (the "ADEA").

B. The EEOC and Wells Fargo desire to settle this action, without the necessity of further litigation, pursuant to the terms delineated in this Consent Decree.

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. This Court has jurisdiction of the subject matter of this action and the parties acknowledge that venue is proper.

2. This Consent Decree resolves all issues raised by the EEOC in the present lawsuit with regard to Wells Fargo's hiring individuals for Management Trainee (a/k/a Credit Manager) positions in the following offices between February 2000, and the entry date of this Consent Decree:

a. San Antonio offices 32, 39, 121, 335;

b. San Angelo office 258;

c. Laredo office 303; and

d. Eagle Pass office 7420.

3. Nothing contained in this Consent Decree will prohibit the EEOC from accepting and/or processing charges of age discrimination filed by or on behalf of persons, age 40 and older (hereinafter "age-protected individuals"), who apply and are not selected for a Management Trainee position at any of Wells Fargo's offices after entry of this Consent Decree. Nothing contained in this paragraph shall prohibit the EEOC from applying to the Court for enforcement of any provision of this Consent Decree (in accordance with paragraph 9 below) which the EEOC believes has been violated by Wells Fargo.

4. The duration of this Consent Decree shall be two (2) years from the date of entry by the Court. This Court shall retain jurisdiction of this action during the period of this Consent Decree.

5. During the term of the Consent Decree, Wells Fargo shall be enjoined at any of its offices identified in paragraph 2 from engaging in age discrimination with regard to recruiting, interviewing, rejecting, selecting, and/or hiring individuals to fill Management Trainee positions in the offices identified in paragraph 2. Wells Fargo further shall comply with all applicable record-keeping provisions of the ADEA.

6. Wells Fargo shall post the notice set forth in Exhibit "A" ("Notice") to this Consent Decree regarding its polices, practices, and intent to comply with the ADEA in the location where Wells Fargo customarily posts employee notices at each branch office identified

in paragraph 2. This Notice shall be posted within 10 business days of the entry of the Consent Decree, and shall remain posted for the duration of this Consent Decree.

7. During the term of the Consent Decree, Wells Fargo shall maintain and follow its existing hiring policy set forth in its employee handbook as may be revised from time to time.

8. Within 90 days of the entry of this Consent Decree, Wells Fargo shall provide, through a mutually agreeable provider, four hours of Equal Employment Opportunity training to Branch Managers and other management employees ("hereinafter, collectively, the "Management Employees") who are directly involved in the recruiting, screening, interviewing, selecting, rejecting and/or hiring of individuals for Management Trainee positions in the offices identified in paragraph 2 (hereinafter the "Training"). The Training will include information regarding the ADEA's prohibitions against discrimination on the basis of age and reaffirm Wells Fargo's commitment to non-discriminatory hiring for the Management Trainee position in the offices identified in paragraph 2. Wells Fargo will conduct similar Training during each year of this Consent Decree for the Management Employees of Defendant for offices identified in paragraph 2 who were: (i) hired, transferred or promoted during the preceding 12-months into positions directly responsible for the screening, interviewing, selecting, rejecting and/or hiring individuals for Management Trainee positions; and (ii) have not received the Training during the term of this Consent Decree. Within 30 days after the initial and each annual Training program, Wells Fargo shall provide the EEOC with written confirmation that the Training has been completed and a copy of the Training syllabus and materials. Wells Fargo shall maintain a list of individuals, identified by name and title/position, who attended each Training program and the date of their attendance. The attendance records will be provided to the EEOC within 30 days after each Training program.

9. If the EEOC believes that Wells Fargo has violated any provision of this Consent Decree during the term hereof, it shall notify Wells Fargo's legal counsel in writing of the alleged violation (the "Violation Notification"). The Violation Notification shall state the paragraph(s) and provision(s) of this Consent Decree alleged to be violated and a statement of the facts and circumstances relied upon as the basis for the EEOC's claim of violation. Wells Fargo will have 30 days from receipt of the Violation Notification to respond to the EEOC in writing regarding the alleged violation. If the parties cannot reach agreement regarding the alleged violation, the EEOC may apply to the Court for enforcement of the provision(s) of this Consent Decree alleged to have been violated by Wells Fargo and appropriate relief pursuant to the ADEA.

10. No later than 30 days after the entry of this Consent Decree, Defendant Wells Fargo, in settlement of this dispute, shall pay a total sum of ONE HUNDRED THIRTY THOUSAND AND 00/100 DOLLARS ($130,000.00), less lawful deductions, in consideration for executed releases from Thomas Poulos and Barry Nettles for any and all claims raised by EEOC Charge Number 360A00867 and Civil Action Number SA-02-CA-0544, which are the subject of this Decree. Copies of the releases will be attached hereto and made part hereof as Appendix B. The parties agree that this Consent Decree will be filed after Poulos and Nettles have signed the releases and that this Consent Decree will not be effective until Poulos and Nettles sign the releases. The payment shall be apportioned as follows:

(a) SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS ($75,000.00), less lawful deductions, to Thomas Poulos; and FIFTY-FIVE THOUSAND AND 00/100 DOLLARS ($55,000.00), less lawful deductions, to Barry Nettles.

(b) Each payment shall be made by certified check and mailed directly to the following addresses: Thomas Poulos, 20606 Settlers Valley, San Antonio, Texas 78258; and Barry Nettles, FM 380, San Angelo, Texas 76905.

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

11. Nothing in this Consent Decree is intended to confer upon any person or entity other than the EEOC the right to seek enforcement of this Consent Decree and/or of any of the terms contained herein.

12. All documents required to be forwarded to the parties or their counsel shall be mailed, delivered or faxed to counsel at the following addresses:

TO THE EEOC:

Robert B. Harwin, Regional Attorney
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
San Antonio District Office
5410 Fredericksburg Road, Suite 200
San Antonio, Texas, 78229-3555
Telephone: (210) 281-7643
Telecopier: (210) 281-7669

TO WELLS FARGO FINANCIAL TEXAS, INC.'s LEGAL COUNSEL:

Joel S. Allen
LITTLER MENDELSON
2001 Ross Avenue
LockBox 116
Dallas, Texas 75201-2931

13. The parties to this Consent Decree shall bear their own costs and attorney's fees incurred in this action as of the date of the Consent Decree.

14. Wells Fargo, at all times, has denied and continue to deny the material controverted allegations of the Lawsuit. Wells Fargo has alleged numerous affirmative defenses to the allegations of the Lawsuit and does not admit to any discriminatory employment practices or violations of state or federal statutes or regulations, but rather expressly denies any such discriminatory practices or violations. Wells Fargo' voluntary agreement to the entry of this Consent Decree shall not be deemed as an admission of liability. There has been no judicial determination in the Lawsuit that Wells Fargo has violated any law, order, or regulation of the United States or of any state regarding their employment practices or policies. Neither the agreement to entry of this Consent Decree nor anything in this Consent Decree shall be deemed admissible in any forum or proceeding as evidence of an admission by Wells Fargo that it has engaged in any practice, act or omission, in violation of the ADEA or any other federal or state law or regulation. This Consent Decree shall not be admissible as evidence in any forum for any reason, other than in an action to enforce its terms.

SO ORDERED.

Signed this 5th day of November, 2003.

ROYAL FURGESON
UNITED STATES DISTRICT JUDGE

Respectfully Submitted,

ERIC S. DREIBAND
General Counsel

JAMES L. LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel

JOEL S. ALLEN
Texas State Bar No. 00795069

with permission

ROBERT B. HARWIN
Regional Attorney
District of Columbia Bar No. 076083

JACQUELINE C. JOHNSON
Texas State Bar No. 00790973

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

LITTLER MENDELSON
A PROFESSIONAL CORPORATION
2001 Ross Avenue
Suite 2600, LockBox 116
Dallas, Texas 75201
Telephone: (214) 880-8100
Telecopier: (214) 880-0181

DAVID C. RIVELA
Trial Attorney
Texas State Bar No. 00797324

ATTORNEYS FOR DEFENDANT

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

ATTORNEYS FOR PLAINTIFF

Exhibit A

Wells Fargo Financial Texas, Inc. is committed to its equal employment policy that all people, regardless of race, gender, national origin, religion, age, disability, veteran or marital status, or sexual orientation have equal opportunities for hire, promotion and all terms and conditions of employment. Our equal employment opportunity policy specifies that Wells Fargo team members and applicants will not be subject to discrimination, harassment or retaliation for:

- filing a complaint;
- assisting or participating in an investigation;
- opposing any unlawful act or discriminatory practice; or
- exercising any of their rights protected under federal or state laws and regulations.

If any team member believes he or she has been discriminated against, the team member should immediately notify his/her supervisor, supervisor's manager, or Human Resources at 515-557-7375. In addition, the team member may review the dispute resolution section of the Team Member Handbook for additional resources. Employees may also contact the Equal Employment Opportunity Commission at 800-669-4000. Wells Fargo will take appropriate corrective action, up to and including termination, based on the circumstances involved, against any team member who violates Wells Fargo's policies against discrimination.

Exhibit B

RELEASE

KNOW ALL PERSONS BY THESE PRESENTS THAT I, Thomas Poulos, for and in consideration of the sum of SEVENTY-FIVE THOUSAND DOLLARS and 00/100 DOLLARS ($75,000.00), less lawful deductions, do hereby release and forever discharge and by these presents do for myself, my representatives, successors, and assigns, forever release and discharge Wells Fargo Financial Texas, Inc. f/k/a Norwest Financial Texas, Inc. ("Wells Fargo"), its parent and subsidiaries, officers, representatives, assigns and agents from any and all claims, demands, or causes of actions, attorney's fees, known or unknown, which I have prior to the execution of the Release arising out of (1) any alleged violations of § 623(a) of the Age Discrimination in Employment Act, 29 U.S.C. § 623(a); (2) those which arise out of my application for employment by Wells Fargo and its predecessors; (3) those which were or could have been complained of in my Charge of Discrimination Number 360-A0-0867; and (4) those which were or could have been raised in Civil Action Number SA-02-CA-0544 filed in United States District Court for the Western District of Texas, San Antonio Division, titled Equal Employment Opportunity Commission versus Wells Fargo Financial Texas, Inc. f/k/a Norwest Financial Texas, Inc. (the "Litigation").

I do hereby also release and forever discharge and by these presents do for myself, my representatives, successors and assigns, forever release and discharge Wells Fargo, its parent and subsidiaries, officers, representatives, assigns, and agents from any and all claims, demands, or causes of action, known or unknown, for employment discrimination, which existed prior to the execution of this Release which gave rise to alleged violations of Section 623(a) of the Age Discrimination in Employment Act, 29 U.S.C. § 623(a).

By signing below, I acknowledge and agree that I have carefully read and fully understand all of the provisions of this Release, which sets forth the entire agreement between Wells Fargo and me concerning the settlement of my claims against Wells Fargo. I further acknowledge that I have consulted with the EEOC attorneys during the Litigation. I have been advised in writing to consult with an attorney prior to executing this Release. I further acknowledge that I have been given a reasonable time to consider the Release prior to executing it. I further acknowledge that I have not relied on any representation or statement, written or oral, not set forth in this Release. I agree that I have knowingly and voluntarily signed this Release of my own accord and will and that my agreement to the terms of this Release is free from duress, threats, or undue influence and has not been coerced. I understand that Wells Fargo's agreement to settle the Litigation is not an admission on its part that it discriminated against me.

10/20/03
DATE

Thomas Poulos
THOMAS POULOS

Exhibit B

RELEASE

KNOW ALL PERSONS BY THESE PRESENTS THAT I, Barry Nettles, for and in consideration of the sum of FIFTY-FIVE THOUSAND DOLLARS and 00/100 DOLLARS ($55,000.00), less lawful deductions, do hereby release and forever discharge and by these presents do for myself, my representatives, successors, and assigns, forever release and discharge Wells Fargo Financial Texas, Inc. f/k/a Norwest Financial Texas, Inc. ("Wells Fargo"), its parent and subsidiaries, officers, representatives, assigns and agents from any and all claims, demands, or causes of actions, attorney's fees, known or unknown, which I have prior to the execution of the Release arising out of (1) any alleged violations of § 623(a) of the Age Discrimination in Employment Act, 29 U.S.C. § 623(a); (2) those which arise out of my application for employment by Wells Fargo and its predecessors; (3) those which were or could have been complained of in Charge of Discrimination Number 360-A0-0867; and (4) those which were or could have been raised in Civil Action Number SA-02-CA-0544 filed in United States District Court for the Western District of Texas, San Antonio Division, titled Equal Employment Opportunity Commission versus Wells Fargo Financial Texas, Inc. f/k/a Norwest Financial Texas, Inc., (the "Litigation").

I do hereby also release and forever discharge and by these presents do for myself, my representatives, successors and assigns, forever release and discharge Wells Fargo, its parent and subsidiaries, officers, representatives, assigns, and agents from any and all claims, demands, or causes of action, known or unknown, for employment discrimination, which existed prior to the execution of this Release which gave rise to alleged violations of Section 623(a) of the Age Discrimination in Employment Act, 29 U.S.C. § 623(a).

By signing below, I acknowledge and agree that I have carefully read and fully understand all of the provisions of this Release, which sets forth the entire agreement between Wells Fargo and me concerning the settlement of my claims against Wells Fargo. I further acknowledge that I have consulted with the EEOC attorneys during the Litigation. I have been advised in writing to consult with an attorney prior to executing this Release. I further acknowledge that I have been given a reasonable time to consider the Release prior to executing it. I further acknowledge that I have not relied on any representation or statement, written or oral, not set forth in this Release. I agree that I have knowingly and voluntarily signed this Release of my own accord and will and that my agreement to the terms of this Release is free from duress, threats, or undue influence and has not been coerced. I understand that Wells Fargo's agreement to settle the Litigation is not an admission on its part that it discriminated against me.

21 October 2003
DATE

Barry Settles
BARRY NETTLES

State of Texas

Karen Martin

KAREN MARTIN
Notary Public, State of Texas
My Commission Expires 03-21-2007