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5-12-00

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
LUFKIN DIVISION

FILED - CLERK  
U.S. DISTRICT COURT  
2000 MAY 12 AM 8:11

EQUAL EMPLOYMENT OPPORTUNITY §  
COMMISSION, §

Plaintiff, §

VS. §

PRIME PLACEMENT, INC., and §  
EAST TEXAS TEMPORARIES, INC. §  
Defendants. §

CIVIL ACTION No.  
9:99cv147

JURY

TX EASTERN - LUFKIN

BY DH

**CONSENT DECREE**

The Equal Employment Opportunity Commission ("EEOC") alleges that Defendants Prime Placement, Inc. ("Prime Placement") and East Texas Temporaries, Inc. ("East Texas") discriminated against a female job applicant by classifying certain jobs as "male-only jobs" and refusing to allow her to apply for these jobs in violation of Sections 703(a)(1), 703(a)(2), and 703(b) and of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2(a)(1), (a)(2), and (b).

Defendants deny the allegations of illegal sex discrimination. Neither Defendants' consent to the entry of this decree nor any of the terms set forth in it shall constitute or be construed as an admission of any wrongful act or violation of the law.

The parties wish to avoid the risks, uncertainties and expenses of continued litigation, and for that reason, they agree to the entry of this consent decree as a final judgment in this

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matter. The parties stipulate that this consent decree resolves all claims that were or could have been asserted by EEOC based on the allegations of EEOC Charge No. 330-97-0812, or any facts discovered in the course of the EEOC's investigation of that charge. This stipulation does not prevent EEOC, Prime Placement, East Texas, or any third party beneficiary of this agreed judgment from enforcing the terms of this judgment.

Pursuant to the stipulation and agreement of EEOC, Prime Placement, and East Texas, the Court enters the following orders:

1. Prime Placement, Inc. and East Texas Temporaries, Inc., their officers, agents, employees, and all persons acting in concert with them who have actual knowledge of this decree are each hereby enjoined and restrained from expressing any preference for or discrimination against either sex in any help-wanted advertisement, or in any communications with persons seeking employment or information about employment. "Preference for or discrimination against either sex" includes, but is not limited to, labeling any job as a "man's job" or a "woman's job," or saying or implying that insurance policies or government regulations prevent either sex from being considered for or offered a particular job or group of jobs. For purposes of this consent decree, any person calling, visiting, or communicating via computer or facsimile with any telephone, office, or computer maintained by Prime Placement or East Texas is conclusively presumed to be "a person seeking employment or information about employment."
2. Prime Placement, Inc. and East Texas Temporaries, Inc., their officers, agents, employees, and all persons acting in concert with them who have actual knowledge of this decree are each hereby enjoined and restrained from classifying any job for which they are seeking or accepting applicants, whether on their own behalf or on behalf of any other employer, as a "man's job" or "woman's job" or otherwise maintaining any classification system of jobs or job applicants that discriminates or tends to discriminate on the basis of sex.
3. Prime Placement, Inc. and East Texas Temporaries, Inc., their officers, agents, employees, and all persons acting in concert with them who have actual knowledge of this decree are each hereby enjoined and restrained from advertising for, accepting

applications for, making referrals for, or conducting pre-employment interviews, testing or other screening for any job in which the hiring process or the wages, terms or conditions of employment discriminates on the basis of sex. For the purposes of this consent decree, a "job in which the hiring process or the wages, terms or conditions of employment discriminates on the basis of sex" means any job about which a reasonable person in the position of Prime Placement or East Texas would believe that the hiring decision was being made or would be made in a way which discriminates on the basis of the sex of the applicant or that the wages, or other terms or conditions of employment depend on the sex of the employee. This includes, but is not limited to, any job in which the entity seeking employees (whether actual employees or temporary or "contract" workers) indicates to Prime Placement or East Texas that it will not accept candidates of one sex or otherwise indicates a preference for one sex.

4. Prime Placement, Inc. and East Texas Temporaries are each ordered, for a period of two years after the date on which this decree is entered, to allow EEOC to take reasonable measures to insure compliance with this decree, including on-site inspections, employee interviews, and examination and copying of relevant documents.
5. Prime Placement, Inc. and East Texas Temporaries, Inc. are each ordered to maintain complete and accurate records of all complaints of sex discrimination made to management during the two years following the entry of the decree, as well as records showing how those complaints were resolved. Prime Placement, Inc. and East Texas Temporaries, Inc. are each ordered to maintain these records for two years and 300 days from the date on which this decree is entered.
6. Prime Placement, Inc. and East Texas Temporaries, Inc. are each ordered to retain copies of all advertising that it places during the two years following the entry of the decree. In the case of print advertising, such copies shall consist of a true copy of the advertisement as run as well as the date and publication in which the ad was run. In the case of radio or television advertising, a copy may be a script or a tape recording of the advertisement. Prime Placement, Inc. and East Texas Temporaries, Inc. are each ordered to maintain these records for two years and 300 days from the date on which this decree is entered.
7. Prime Placement, Inc. and East Texas Temporaries, Inc. are each ordered to maintain complete and accurate copies of all correspondence with entities seeking or receiving its services as a temporary agency or employment agency, all inquiries and

applications received from persons interested in employment and all records disclosing the identities of persons whom it hires or refers for jobs. Prime Placement, Inc. and East Texas Temporaries, Inc. are each ordered to maintain these records for two years and 300 days from the date on which this decree is entered.

8. Prime Placement, Inc. and East Texas Temporaries, Inc., their officers, agents, employees, and all persons acting in concert with them who have actual knowledge of this decree are hereby enjoined and restrained from retaliating against any person who was a witness, or otherwise participated in the investigation of this matter.
9. Prime Placement, Inc. and East Texas Temporaries, Inc. are each ordered to include the following notice in each advertisement published by either of them during the two year period immediately following the entry of this decree:  
PRIME PLACEMENT [or EAST TEXAS TEMPORARIES] IS AN EQUAL OPPORTUNITY EMPLOYMENT AGENCY. ALL OF THE JOBS WE OFFER ARE OPEN TO QUALIFIED PERSONS ON A NON-DISCRIMINATORY BASIS WITHOUT REGARD TO THEIR RACE, COLOR, SEX, NATIONAL ORIGIN, RELIGION, AGE, OR DISABILITY.  
This notice shall be printed in a typeface at least as large as the most common typeface used in the rest of the ad copy. In a television or radio advertisement, this notice shall be spoken by the same announcer at the same volume as employed in the other copy in the advertisement.
10. Prime Placement, Inc. and East Texas Temporaries, Inc. are each ordered to post immediately and keep posted for a period of two years from the date of this decree a notice substantially identical in content and size to the notice attached to this decree as Exhibit A. This notice shall be posted in the reception area[s] of any office maintained by either company and shall be located at a place where it can be read easily from publicly accessible portion of the room.

It is ORDERED, ADJUDGED, and DECREED that Plaintiff EEOC have and recover, on behalf of Roxanne Neuman, from the Defendants, Prime Placement, Inc. and East Texas Temporaries, Inc., jointly and severally, the sum of \$3,000. The parties agree that payment of said sum and the entry of this consent decree by the Court will satisfy and release all claims that Plaintiff raised or could have

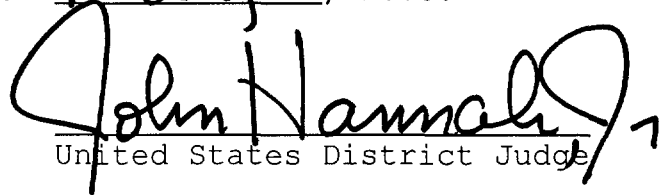
raised in its First Amended Complaint.

This decree shall remain in effect for two years and 300 days from the date of entry.

Each party to this action shall bear its own costs and attorneys fees.

All relief sought in this action which is not expressly granted is denied.

Signed this 9<sup>th</sup> day of May, 2000.

  
United States District Judge

We agree to the terms of the Consent Decree above and request that the Court enter it.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

By James Sacher  
James Sacher, Regional Attorney  
Houston District Office EEOC

Apr. 13, 2000  
Date

Bruce V. Griffiths  
Bruce V. Griffiths  
Senior Trial Attorney  
TBN 08486500

1919 Smith, Seventh Floor  
Houston, Texas 77002  
Telephone: (713) 209-3336  
Facsimile: (713) 209-3402

Prime Placement, Inc.

By Bobbye Page  
Bobbye Page, President

5-3-00  
Date

East Texas Temporaries, Inc.

By Carolyn J. Duncan  
Carolyn J. Duncan President  
Name Title

5-3-00  
Date

Charles R. Dendy  
Charles R. Dendy  
Attorney for Defendants  
109 North 2<sup>nd</sup> Street  
Lufkin, Texas 75901  
Telephone: (409) 639-2388  
Facsimile: (409) 639-2370



**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**

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

**NOTICE TO ALL EMPLOYEES OF AND PERSONS SEEKING  
EMPLOYMENT THROUGH  
PRIME PLACEMENT, INC. or  
EAST TEXAS TEMPORARIES, INC.**

**REGARDING 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. **Prime Placement, Inc. and East Texas Temporaries, Inc.** support and abide by this law.

Federal law makes it illegal for employers and employment agencies to classify jobs as being available only to one sex or the other, except in very rare cases where being a member of a particular sex is an actual requirement of the position (for example, where an employer is seeking an actor to play the role of a man.). An employer or an employment agency may not exclude one sex from being considered for a job simply because the job is one which has traditionally been held by members of the other sex or because the job requires attributes or skills which are believed to be more common in one sex than the other.

**ALL OF THE POSITIONS OFFERED BY PRIME PLACEMENT, INC. AND EAST TEXAS TEMPORARIES, INC. ARE OPEN TO QUALIFIED MEN AND WOMEN.**

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** or the **Texas Commission on Human Rights** at **512-437-3450**.

EXHIBIT A