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EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

VS.

24 HOUR PROFESSIONAL
JANITORIAL SERVICES, INC.

IN THE UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION
FILED
§
MAR - 9 2005
§
CLERK, U.S. DISTRICT COURT
By _____
§ Deputy
§

CIVIL ACTION NO.
3:02 CV2108-K

U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FILED
DEC 7 2004
CLERK, U.S. DISTRICT COURT
By _____
Deputy

CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and between the Equal Employment Opportunity Commission ("EEOC") and 24 Hour Professional Janitorial, Inc. ("Defendant") in the United States District Court for the Northern District of Texas, Dallas Division, with regard to the EEOC's Complaint filed on September 30, 2002 ("Complaint") in Civil Action No. 3:02-CV-2108-K. The Complaint is based upon Charges of Discrimination filed by Felicia Ruffin and Anthony Everitt, Charging Parties, against the Defendant employer. Defendant's agreement to the Consent Decree is conditioned upon the execution of separate Compromise Settlement Agreements and Releases signed by Ms. Ruffin and Mr. Everitt.

The above-referenced Complaint alleges that the Defendant violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991, by failing to hire Felicia Ruffin and Anthony Everitt on the basis of their race. Defendant denies all of the allegations made in the complaint filed by EEOC and in the charges raised by Ruffin and Everitt and further states that it had legitimate, nondiscriminatory reasons for its employment decisions.

Because Defendant believes litigation is expensive, time-consuming, and vexatious, the EEOC, Ruffin, Everitt, and Defendant, agree to compromise and settle this lawsuit as follows:

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Consent Decree resolves all issues raised in EEOC Charge Nos. 310A10231 and 310A10230. This Decree further resolves all issues in the Complaint filed by the EEOC in this civil action. The EEOC waives further claims and/or litigation on all issues raised in the above-referenced Charges and Complaint. The EEOC does not waive processing or litigating charges other than the above-referenced Charges.

2. The parties agree that this Consent Decree does not constitute an admission by Defendant of any liability or wrongdoing. Defendant expressly denies any violation of local, state or federal law, common or statutory, including but not limited to, Title VII of the Civil Rights Act of 1964, as amended or Title I of the Civil Rights Act of 1991.

3. Defendant understands the obligation imposed by law to be an equal opportunity employer and pledges its commitment to comply with the law. To that end, Defendant agrees to conduct equal opportunity training with all of Defendant's Area Supervisors within one hundred twenty (120) days of the entry of this Consent Decree.

4. Defendant agrees to distribute the Notice appended hereto as Attachment "A" to each employee. A copy of Attachment "A" will be enclosed in an envelope containing each employee's paycheck. Also enclosed in each envelope will be a notice stating the following: "This is a copy of 24 Hour Professional Janitorial's anti-discrimination policy. 24 Hour Professional Janitorial reiterates its commitment to providing a workplace free of discrimination of any kind. Please read the policy and keep a copy for your records." This distribution must be accomplished within ninety (90) days after the Consent Decree is entered. New employees will be given a copy of the

notice, Attachment "A," within thirty days of their hire. This procedure will remain in effect during the one-year pendency of this Consent Decree.

5. Defendant agrees to pay Ms. Ruffin the amount of \$15,000.00, to be paid in three installments as follows:

- \$5,000.00 on December 15, 2004
- \$5,000.00 on January 14, 2005
- \$5,000.00 on February 18, 2005

The Charging Party will assume full responsibility to all state and federal taxing authorities for any tax consequences. Installment payments shall be made by check mailed to Ms. Ruffin at 7425 Sandywoods Court, Fort Worth, Texas 76112. There shall be no prohibition or penalty for prepayment by Defendant.

6. Defendant agrees to pay Mr. Everitt the amount of \$15,000.00, to be paid in three installments as follows:

- \$5,000.00 on December 15, 2004
- \$5,000.00 on January 14, 2005
- \$5,000.00 on February 18, 2005

The Charging Party will assume full responsibility to all state and federal taxing authorities for any tax consequences. Installment payments shall be made by check mailed to Mr. Everitt at 2936 Bideker, Fort Worth, Texas 76105. There shall be no prohibition or penalty for prepayment by Defendant.

7. Defendant agrees to report to the EEOC within one hundred twenty (120) days of entry of this Consent Decree regarding compliance with Paragraphs 4, 5, and 6. All reports to the EEOC shall be sent to Keri L. Mallon, Senior Trial Attorney, U.S. EEOC, 207 S. Houston, Dallas, Texas, 75202.

8. If Defendant fails to tender payment within ten (10) days of notice of alleged breach, Defendant shall pay interest at the rate calculated pursuant to 26 U.S.C. § 621(b) on any unpaid amounts.


9. Neither the EEOC, Felicia Ruffin, Anthony Everitt nor Defendant, shall contest the validity of this Consent Decree nor the jurisdiction of the federal district court to enforce this Consent Decree and its terms or the right of either party to the Consent Decree to bring an enforcement action upon breach of any term of this Consent Decree by either such party, save and except on questions of law. Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in the event that Defendant fails to perform the promises and representations contained herein. EEOC shall be authorized to seek compliance with the Consent Decree through civil action in the United States District Court. The EEOC also reserves all rights available to it at law.

10. The EEOC, Ruffin and Everitt shall not bring further suit or intervene in any suit against Defendant based upon the above-referenced discrimination charge, any of the allegations contained therein, the EEOC's investigation of the charge or the underlying facts.

11. The parties to this Consent Decree agree to bear their own costs and attorney's fees associated with the above-referenced Complaint.

12. The term of this Decree shall be for one (1) year.

SO ORDERED, ADJUDGED AND DECREED on January 11th, 2005


UNITED STATES DISTRICT JUDGE
Ed KinKeade

AGREED AS TO FORM AND SUBSTANCE:

Signed this 17 day of Dec, 2004

FOR THE PLAINTIFF EEOC:

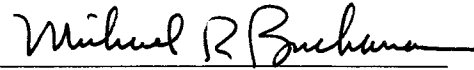
ROBERT A. CANINO
Regional Attorney
Oklahoma State Bar No. 011782

TOBY W. COSTAS
Supervisory Trial Attorney
Texas State Bar No. 04855720




KERI L. MALLON
Senior Trial Attorney
Colorado State Bar No. 27392
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Dallas District Office
207 S. Houston
Dallas, Texas 75202
Tel No. (214) 253-2743
Fax No. (214) 253-2749

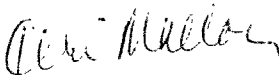
FOR THE DEFENDANT:



MICHAEL R. BUCHANAN
Texas State Bar No. 03288300
Strasburger & Price
901 Main Street, Suite 4300
Dallas, Texas 75202
(214) 651-4300
(214) 651-4330 (FAX)

AGREEMENT TO TERMS, CONDITIONS, AND RELEASE OF CLAIMS:

Anthony Everett by permission
Anthony Everett 

Felicia Ruffin by permission
Felicia Ruffin 

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

207 S. Houston Street, 3rd Floor
Dallas, Texas 75202-4726
(214) 253-4726
(214) 253-3700
TTY (214) 253-2710
FAX (214) 253-2720

ATTACHMENT A

NOTICE TO ALL EMPLOYEES

This NOTICE is being posted pursuant to a Consent Decree between 24 HOUR PROFESSIONAL JANITORIAL SERVICE, and the U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC). This NOTICE will be conspicuously posted for a period of one (1) year at the corporate offices of 24 HOUR PROFESSIONAL JANITORIAL SERVICES. It must not be altered, defaced, or covered by any other material.

Federal law requires that there be no discrimination against any person or applicant for employment because of an individual's race, with respect to hiring, promotion, discharge, compensation or other terms, conditions or privileges of employment. Federal law also prohibits retaliation against any employee who files a charge of discrimination, or who cooperates with the government's investigation of a charge.

24 HOUR PROFESSIONAL JANITORIAL SERVICE supports and will comply with such federal law in all respects and will not take any action against employees because they have exercised their rights under the law.

24 HOUR PROFESSIONAL JANITORIAL SERVICE has an equal employment opportunity policy and will ensure that all supervisory employees and other employees abide by the requirements of that policy and that employees will not be subjected to retaliation, intimidation, or subjected to a hostile work environment.

The following guidelines are examples of conduct which would be considered harassment of a racial nature. Such examples are not all-inclusive and are offered as some of the more commonplace actions which may, under certain circumstances, constitute racial harassment. No employee will be permitted to engage in this type of activity and such activity may result in immediate discipline, up to and including termination. The company and its employees understand that conduct or actions that arise out of a personal or social relationship that are not intended to have a discriminatory effect may not be viewed as harassment. Specifically, 24 HOUR PROFESSIONAL JANITORIAL SERVICE will not allow anyone to:

- a. use derogatory names or words or jokes when referring to a person or to a person's race or color;

ATTACHMENT A
NOTICE, cont'd.

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- b. make racial comments when persons are applying for employment;
- c. make racial comments characterizing individuals as unsuitable for positions;
- d. create an intimidating, hostile, or offensive working environment.

An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination in the workplace. An employee may notify his or her immediate supervisor or any person in management. Any report of such an allegation will be thoroughly investigated, with appropriate sanctions taken against any person(s) found to have engaged in inappropriate conduct.

An employee may, either alternatively or in addition to reporting such an allegation with management officials, contact the U.S. Equal Employment Opportunity Commission for the purposes of filing a charge of employment discrimination. The address and telephone number of the nearest office of that agency is:

Equal Employment Opportunity Commission
 Dallas District Office
 207 South Houston
 Dallas, Texas 75202
 (214) 253-2700

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE REMOVED OR DEFACED BY ANYONE. THIS NOTICE WILL BE POSTED FOR A PERIOD OF ONE YEAR.

Signed this _____ day of December, 2004.

Date: _____

24 Hour Professional Janitorial Service

By: _____
 Its: _____