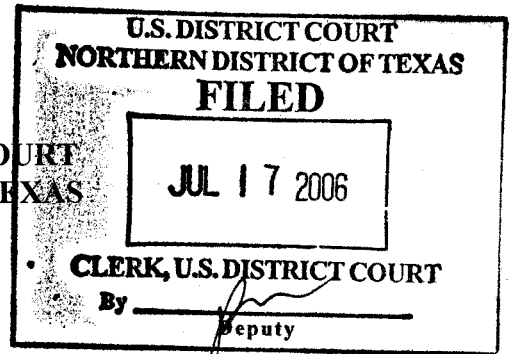


**ORIGINAL**

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION



EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
RENAISSANCE III ORGANIZATION, )  
 )  
Defendant. )  
 )  
 )  
 )  
\_\_\_\_\_ )

CIVIL ACTION NO.  
3:05-CV-1063-B

**CONSENT DECREE**

This Consent Decree is made and entered into between the Plaintiff, the Equal Employment Opportunity Commission (“EEOC”), and the Defendant, Renaissance III Organization<sup>1</sup> (hereinafter collectively referred to as “the parties”).

On May 24, 2005, the Equal Employment Opportunity Commission instituted a lawsuit in the Northern District of Texas, Dallas Division, Civil Action Number 3:05-CV-1063-B against Defendant, alleging that the Defendant violated Title VII of the Civil Rights Act of 1964 (Title VII) when it subjected Serita Agnew, Carolyn Jefferson, Hront Reed, Kenny Scott, and Ursula Traylor

<sup>1</sup>Definition of “Defendant”: Although Defendant is presently not conducting business, the terms of this Consent Decree shall apply to Defendant when and if during the three-year duration of the Decree it: (1) begins to conduct business; (2) re-establishes itself under a different name and begins to conduct business; (3) re-establishes itself as another business engaged in business activities similar to those conducted while named Renaissance III Organization. The terms shall also apply to any business entities that are characterized as “successor” companies to Renaissance III and to any business entities that become affiliated with Defendant. Any time frames contained in this Decree with regard to non-monetary injunctive remedial and prospective relief are subject to the above conditions regarding re-establishment of the business.

("Charging Parties") to a racially hostile work environment because of their race (Black). Specifically, the EEOC contends that Executive Director Donald Sneed barraged the Charging Parties with unwanted racial slurs and intimidation including use of the terms "nigger," references to slavery and frequent use of the word "Black" as an adjective coupled with an insult.

The parties hereto desire to compromise and settle the differences embodied in the aforementioned lawsuit, and intend that the terms and conditions be set forth in this Consent Decree.

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 Court has jurisdiction to enforce the provisions set forth in this Consent Decree.
2. This Consent Decree resolves all issues, including all like and related issues, raised in EEOC Charge Numbers 310-2003-07250 (Serita Agnew); 310-2003-07251 (Carolyn Jefferson); 310-2003-07218 (Hront Reed); 310-2003-07252 (Kenny Scott); and 310-2004-01624 (Ursula Traylor). This Decree further resolves all issues raised in the Complaint filed by the Commission in this civil action. The Commission does not waive processing or litigating charges or cases other than the above-referenced charges, the Complaint, and the racial harassment claims.
3. Defendant agrees not to allow employees to be subjected to a racially hostile work environment and agrees to take proactive steps to ensure a workplace free of race-based comments, epithets, or slurs.
4. Should Defendant conduct any business operations and have more than one

employee, it agrees to post the Notice appended hereto as Attachment "A" on the employee bulletin boards at its office after the entry of this Consent Decree. Defendant will report to the EEOC that it has complied with this requirement within 30 days after posting the notice.

5. Should Defendant conduct any business operations and have more than one employee, it agrees to conduct annual training for all employees and members of the Board of Directors (if applicable), advising them of the requirements and prohibitions of Title VII of the Civil Rights Act of 1964. The training will inform the employees and any Board members of the complaint procedure for individuals who believe that they are being discriminated against by Defendant. This annual training will also advise employees and any Board members of the consequences imposed upon Defendant for violating Title VII. The training will also include a specific discussion or instruction relating to racial harassment, the reporting requirements regarding complaints of racial harassment, and the appropriate investigation of racial harassment claims. The training shall be at least two (2) hours in duration. No less than 10 days before the training is conducted, Defendant (or its successor or affiliate) agrees to give written notice to the EEOC as to the date and location of the training, the name and qualifications of the person(s) providing the training and the substance of the training. All materials used in conjunction with the training shall be forwarded to the EEOC. Within 20 days following the training, Defendant shall submit to the EEOC confirmation that the training was conducted, and a list of attendees.

6. Defendant agrees that Donald Sneed shall never hold an ownership, supervisory, managerial, Executive Director, Board member, or any other leadership role with it, any of its successors, affiliates, or with any company that owns or is owned by Defendant.
7. If Donald Sneed, at any time, becomes employed by Defendant, it agrees that:
  - a. Donald Sneed shall be excluded from any role in the receipt of reports of discrimination;
  - b. Donald Sneed shall be excluded from any role in the investigation of reports of discrimination;
  - c. Donald Sneed shall have no authority to impose any employment actions on employees (including hiring, promotions, demotions, compensation, firing, transfer);
  - d. Donald Sneed shall have no supervisory authority over any employee;
  - e. Donald Sneed's permanent personnel file shall contain a memorandum stating that Defendant has received complaints alleging that he racially harassed African-American employees during his tenure as Executive Director of the agency; and
  - f. Donald Sneed shall be required by ownership, management, or the Board, if applicable, to undergo immediate psychiatric counseling to address any psychological/physiological issues relating to his racial harassment of individuals of his own race. Such counseling shall end

only when the treating physician recommends that no further sessions are medically necessary.

8. Defendant agrees to pay Charging Parties the gross sum of \$200,000.00 in full and final settlement of the claims asserted in this dispute. This \$200,000.00 represents a compromise of damages sought under Title VII of the Civil Rights Act of 1991 for the claims asserted by the EEOC on behalf of Charging Parties Serita Agnew, Carolyn Jefferson, Hront Reed, Kenny Scott, and Ursula Traylor. Payment is made without any admission of liability by Defendant and is made solely in order to compromise the disputed claims for the purpose of avoiding litigation. Payment shall be made in the form of five (5) separate checks of equal amounts. The checks shall be mailed to Devika S. Dubey, Senior Trial Attorney, 207 S. Houston Street, 3<sup>rd</sup> Floor, Dallas, Texas 75202 within 10 days after entry of this Consent Decree.
9. It is understood that this agreement does not constitute an admission by Defendant of any violation of Title VII of the Civil Rights Act of 1964. The Parties acknowledge that the Charging Parties and Defendant have entered into a separate and independent settlement and release agreement to which the EEOC is not a party and that is not incorporated into this Consent Decree.
10. Should Defendant conduct any business operations and have more than one employee, it agrees to provide to each employee (including all management employees), each member of the Board of Directors, and each new hire at its facility a copy of its complaint procedures for reporting and investigating claims of racial

harassment.

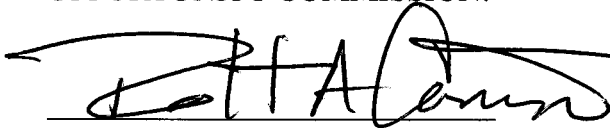
11. Should Defendant conduct any business operations and have more than one employee, it agrees to report to the EEOC its compliance with the arrangements set forth in paragraphs 4 and 5 above. All reports to the EEOC required by this Decree shall be sent to Robert A. Canino, Regional Attorney, 207 S. Houston Street, 3<sup>rd</sup> Floor, Dallas, Texas 75202.
12. Defendant agrees that it shall immediately notify the EEOC in writing if Defendant:  
(1) begins to conduct business; (2) re-establishes itself under a different name and begins to conduct business; or (3) re-establishes itself as another business engaged in business activities similar to those conducted while named Renaissance III Organization. Defendant also agrees that it shall immediately give written notice to the EEOC if a successor company is established or if any business entity becomes affiliated with Defendant. Notice of the matters described in this paragraph shall be given to the EEOC within 30 days of Defendant's knowledge of any such matters. Upon receiving such notification from Defendant, the Defendant recognizes the EEOC's right to petition the Court to modify the duration of any term of this Consent Decree.
13. If Defendant fails to tender payment or otherwise fails to timely comply with the terms of paragraph 8 above, Defendant shall:
  1. Pay interest at the rate calculated pursuant to 26 U.S.C. § 6621(b) on any untimely or unpaid amounts; and

2. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.
14. The parties agree to bear their own costs associated with this action, including attorney's fees.
15. The Commission has the right to specifically enforce the terms of this Decree. Nothing in this Consent Decree can preclude further actions by the EEOC or any other person to remedy any other alleged violations of Title VII by Defendant, or any of its successors or affiliates.
16. The effective date of this Decree shall be the date upon which it is signed by the Court.
17. The term of this Decree shall be for three (3) years from the effective date. The Court shall retain jurisdiction to enforce the terms of this Decree until the expiration of the term of the Consent Decree unless a request for modification of the duration of any term of the Decree is made by the EEOC pursuant to Paragraph No. 11, at which time the Court will determine the additional time necessary to reasonably ensure compliance.

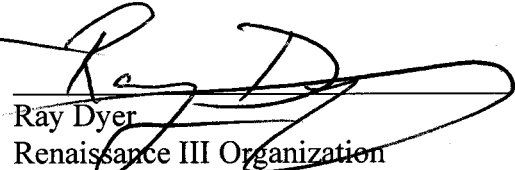
APPROVED AS TO FORM AND CONTENT:

FOR THE PLAINTIFF,  
EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION:

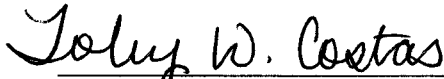
FOR THE DEFENDANT, RENAISSANCE  
III ORGANIZATION:



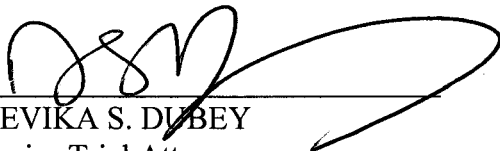
ROBERT A. CANINO  
Regional Attorney  
Oklahoma State Bar No. 011782



Ray Dyer  
Renaissance III Organization  
2606 Martin Luther King Blvd, Suite 216  
Dallas, Texas 75215



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



DEVIKA S. DUBEY  
Senior Trial Attorney  
Texas State Bar No. 24044860

SO ORDERED, ADJUDGED AND DECREED this 13<sup>th</sup> day of July, 2006.

  
\_\_\_\_\_  
THE HONORABLE JANE J. BOYLE  
UNITED STATES DISTRICT JUDGE



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

This NOTICE to all employees of [Defendant or Defendant successor/affiliate] and is being posted as part of a Consent Decree between Renaissance III Organization and the U.S. Equal Employment Opportunity Commission.

1. Federal Law requires that there be no discrimination against or harassment of any employee or applicant for employment because of that person's race, color, religion, sex, national origin, age or disability with respect to hiring, compensation, promotion, discharge or other terms, conditions or privileges of employment. Federal law also prohibits retaliation in any way against any person because of that person's opposition to any practice declared unlawful under Title VII or because of the filing of a charge, giving testimony, or assisting or participating in any manner in any investigation, proceeding or hearing.
2. Renaissance III Organization or its successor/affiliate 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 United States Equal Employment Opportunity Commission.
3. Renaissance III Organization or its successor/affiliate will not tolerate racial harassment, race-based harassment and/or discrimination in the workplace. Employees are now put on notice that the first violation of the company's harassment policy will subject an employee found to have violated the policy to disciplinary action.
4. Employees may report violations of the company's harassment policy to [designated company official/department/telephone number/extension] and/or the Dallas District Office of the United States Equal Employment Opportunity Commission, 207 South Houston Street, Third Floor, Dallas, Texas 75202 (214-253-2700).
5. This NOTICE will remain posted until July 1, 2009 as provided in the Consent Decree.

Attachment "A"