

~~COPIES~~  
ORIGINAL

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

~~U.S. DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
FILED  
MAR 22 2005  
CLERK, U.S. DISTRICT COURT  
By KC  
Deputy~~

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )  
 )  
Plaintiff, )  
 )  
v. )  
 )  
SODD ENTERPRISES, INC., )  
 )  
 )  
Defendant. )  
\_\_\_\_\_ )

CIVIL ACTION NO.  
3:04-CV-1754-K

~~U.S. DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
FILED  
MAR 31 2005  
CLERK, U.S. DISTRICT COURT  
By \_\_\_\_\_  
Deputy~~

CONSENT DECREE

This Consent Decree is made and entered into between the Plaintiff, the Equal Employment Opportunity Commission ("EEOC"), and the Defendant, Sodd Enterprises, Inc. (hereinafter collectively referred to as "the parties").

On August 12, 2004, the Equal Employment Opportunity Commission instituted a lawsuit in the Northern District of Texas, Dallas Division, Civil Action Number 3:04-CV-1754-K against Defendant, which owns and controls Sodd Electric Company, Inc. in Arlington, Texas, alleging that the Defendant violated Title VII of the Civil Rights Act of 1964 (Title VII) when it subjected Chester Jones to a racially hostile work environment because of his race (Black), and terminated his employment at the Arlington facility in retaliation for his complaint of racial harassment.

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 Number 31A A3 00450. This Decree further resolves all issues 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 and Complaint. It is understood that this Consent Decree does not constitute an admission by Defendant of any violation of Title VII of the Civil Rights Act of 1964, as amended.
3. Defendant states that it makes no admission of fault or liability by agreeing to this Consent Decree, and it in fact denies any fault or liability, and Defendant states that it agrees hereto to this Consent Decree merely to avoid the expense and uncertainty of litigation.
4. Defendant understands the laws that prohibit discrimination on the basis of race with respect to recruitment, hiring, termination, or any other employment action, and that it is illegal to retaliate in any way against any person because of 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.

5. Defendant states that it has posted a Notice (Exhibit "A") on the employee bulletin board at the Sodd Electric Company facility in Arlington, Texas, that informs employees of the prohibition against discrimination under Title VII and the complaint procedure that employees can utilize to report discrimination.
6. Defendant has begun and will continue to inform its employees at the Sodd Electric Company facility in Arlington, Texas, on a regular basis, but no less than quarterly, of the following: Defendant's complaint procedure for individuals to use to report discrimination and the consequences for employees found to have discriminated against other employees.
7. Defendant agrees to conduct Independent Electrical Contractors ("IEC") sponsored training for all owners, managers, and Journeymen-Electricians of the Sodd Electric Company facility in Arlington, Texas, within six months of the execution of this Consent Decree. This training shall include, but is not limited to, the following: the requirements and prohibitions of Title VII of the Civil Rights Act of 1964, racial harassment, the reporting requirements regarding complaints of racial harassment, the appropriate investigation of racial harassment claims, and Title VII's prohibition against retaliation. The training shall be at least one (1) hour in duration. No less than 10 days before the training is conducted, Defendant 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.

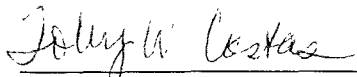
8. Defendant agrees to pay Chester Jones the sum of \$50,000.00 in full and final settlement of the claims asserted in this dispute. This \$50,000.00 represents compensatory damages under Title VII and the Civil Rights Act of 1991 for the claims asserted by the EEOC on behalf of Charging Party Chester Jones. Payment shall be in the form of a company check and be made on a monthly basis in 18 equal installments of \$2,777.77 mailed to: Chester Jones, 1462 Langston, Fort Worth, Texas 76105. The first payment shall be made 14 days after entry of this Consent Decree. A Form 1099 shall be forwarded to Chester Jones in the ordinary course of business.
9. Defendant agrees to forward to the EEOC a photocopy of each monthly check issued to Chester Jones. These photocopies shall be sent to: District Director, EEOC, 207 S. Houston Street, 3<sup>rd</sup> Floor, Dallas, Texas 75202.
10. Defendant agrees to provide to each of its new employees and new hires at the Sodd Electric Company facility in Arlington, Texas, for the pendency of this Consent Decree a copy of its complaint procedure for reporting claims of racial harassment and retaliation.

11. If Defendant fails to tender payment or otherwise fails to timely comply with the terms of paragraph 8 above, Defendant shall:
  - a. Pay interest at the rate calculated pursuant to 26 U.S.C. § 6621(b) on any untimely or unpaid amounts; and
  - b. Bear any reasonable additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.
12. The parties agree to bear their own costs associated with this action, including attorney's fees.
13. 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.
14. The effective date of this Decree shall be the date upon which it is signed for approval by the Court.
15. The term of this Decree shall be for two (2) 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.

All terms of this Consent Decree have been the subject of negotiation based on the unique facts and circumstances of this particular case. The terms of this Consent Decree shall not be construed as precedent for any other case.

APPROVED AS TO FORM AND CONTENT:

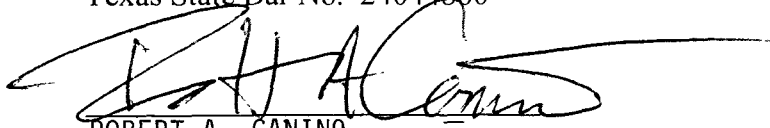
FOR THE PLAINTIFF,  
EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION:



\_\_\_\_\_  
TOBY W. COSTAS  
SUPERVISORY TRIAL ATTORNEY  
Texas State Bar No. 04855720

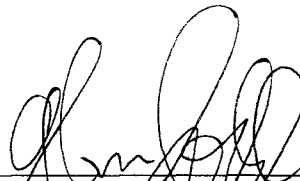


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DEVIKA S. DUBEY  
Senior Trial Attorney  
Texas State Bar No. 24044860



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ROBERT A. CANINO  
REGIONAL ATTORNEY  
Oklahoma State Bar No. 011782

FOR DEFENDANT SODD  
ENTERPRISES, INC.:



\_\_\_\_\_  
GLENN SODD  
Texas State Bar No. 18820500  
DAWSON & SODD, P.C.  
121 North Main  
Corsicana, Texas 75151

SO ORDERED, ADJUDGED AND DECREED this 30<sup>th</sup> day of March 2005.



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THE HONORABLE ED KINKEADE  
UNITED STATES DISTRICT JUDGE