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ATTORNEYS FOR PLAINTIFF

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

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

TIFFANY BILLIARDS, INC.,

Defendant.

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Civil Action No. SA05CA0442FB

CONSENT DECREE

The parties to this Consent Decree are the Plaintiff, United States Equal Employment Opportunity Commission (“EEOC”), and Defendant, Tiffany Billiards, Inc. (“Tiffany”). This Consent Decree resolves the allegations raised by the EEOC in the above-referenced Civil Action No. SA05CA0442FB. The EEOC initiated this lawsuit under Title VII of the Civil Rights Act of 1964, as amended and Title I of the Civil Rights Act of 1991, to correct unlawful employment practices and to provide appropriate relief to Gilda Martinez and a class of similarly situated females, including but not limited to, Mary Dooley and Maria Mendez, who were adversely affected by such practices. This Decree also includes the charge filed by Pearl Guerrero, Charge No. 360-2005-02730C.

The EEOC and Tiffany wish to settle this action, without the risks, uncertainties and expenses of continued litigation, under the terms in the Decree. By entering into this Consent Decree, Tiffany expressly denies the validity of any claim and/or cause of action asserted in the Complaint, and Tiffany enters into this Consent Decree for the sole purpose of avoiding the expenses associated with this litigation, but expressly denies the allegations set forth by EEOC.

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. This Court has jurisdiction of the subject matter of this action and the parties, venue is proper, and all administrative prerequisites to the EEOC's filing of this action have been met. The parties stipulate to the Court's jurisdiction.

2. This Consent Decree resolves all issues raised in the EEOC's complaint made the subject of this cause of action and the charge filed by Gilda Martinez, Charge No. 360-2004-05142C and the charge filed by Pearl Guerrero, Charge No. 360-2005-02730C. The EEOC waives further litigation of all issues raised in the above-referenced complaints. This Decree is not an admission by Tiffany of liability, which has been expressly and unequivocally denied, nor is there any judicial finding of discrimination or liability. The EEOC expressly reserves its right, however, to process and litigate any other charges, other than the charge filed by Gilda Martinez, Charge No. 360-2004-05142C and the charge filed by Pearl Guerrero, Charge No. 360-2005-02730C, which may now be pending or may in the future be filed against Defendant Tiffany.

3. The duration of this Decree shall be two (2) years from the date of its filing with the Court. This Court shall retain jurisdiction of this action during the period of this Decree and may enter further orders or modifications as may be appropriate. Should any disputes under this Decree remain unresolved after this two-year period, the term of the Decree shall be automatically extended, and the Court will retain jurisdiction of this matter to enforce the Consent Decree, until such time as all disputes have been resolved.

4. Tiffany is hereby enjoined from:

- (a) Discriminating against any employee on the basis of sex, female, in violation of Title VII;
- (b) Engaging in or being a party to any action, policy or practice that has the effect of harassing or intimidating any employee on the basis of sex; and

- (c) Creating, facilitating or permitting the existence of a work environment that is hostile to any employee through acts such as physical/verbal abuse and derogatory comments, on the basis of sex.

5. Within ninety (90) days from the entry of this Decree, Tiffany will adopt a sexual harassment policy that meets the following criteria:

- (a) States that Tiffany: (i) prohibits discrimination against any employee on the basis of sex, female, in violation of Title VII; (ii) prohibits any act, policy or practice that has the effect of harassing or intimidating any employee on the basis of sex, female, in violation of Title VII; and, (iii) prohibits any act, policy or practice that has the effect of creating, facilitating or permitting the existence of a work environment that is hostile to any employee through acts such as physical/verbal abuse and derogatory comments based on sex, female, in violation of Title VII;
- (b) Defines and provides examples of sexual harassment;
- (c) Provides for prompt investigation of sexual harassment complaints and for prompt action, which is appropriate and effective, to remedy the discrimination;
- (d) Provides that upon the conclusion of Tiffany's investigation, the results of the investigation and the remedial actions taken or proposed will be promptly communicated in writing to the complaining party;
- (e) Provides for substantial and progressive discipline for violating Tiffany's sexual harassment policy up to and including discharge; and
- (f) Requires that all employees report incidents of sexual harassment to the person(s) identified by Tiffany as the person(s) charged with the responsibility for investigating discrimination complaints.

6. Within thirty (30) days of the entry of this Decree, Tiffany Billiards, in settlement of this dispute, shall pay a total sum of forty-eight thousand dollars (\$48,000.00) which will be apportioned as follows:

- (a) Twenty-Two Thousand dollars (\$22,000.00) to Gilda Martinez. Payment to Gilda Martinez shall be mailed to 515 Cumberland, San Antonio, Texas 78204;
- (b) In addition to the \$22,000.00 in (a) above, Tiffany Billiards will pay Seven Thousand dollars (\$7,000.00) to Maria Mendez, in full and complete settlement of this civil action; Nine Thousand dollars (\$9,000.00) to Mary Dooley, in full and complete settlement of this civil action and Ten Thousand dollars (\$10,000.00) to Pearl Guerrero in full and complete satisfaction of the charge filed by Pearl Guerrero, Charge No. 360-2005-02730C. Each payment shall be made by certified checks. Each such payment shall be mailed directly to Ms. Mendez at 10314 Pelican Oak Dr., San Antonio, Texas 78254; Ms. Dooley at 615 Rockhill Dr., San Antonio, Texas 78209; and Ms. Guerrero at 100 L.C. Martin Dr., Apt. #208, Devine, Texas 78016; and

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

7. Within 180 days of the date of entry of this Decree, Tiffany shall provide not less than four (4) hours of EEO training to Tiffany's officials and/or employees with supervisory authority. Any training shall:

- (a) Explain that gender and sexual harassment and other Title VII protected-status discrimination is unlawful;
- (b) Instruct what conduct may constitute discriminatory conduct; and
- (c) Explain the damaging effects of discrimination to victims, their families, their co-workers, and the workplace environment.

Any training will be conducted by the Law Offices of Oscar G. Gonzalez, Inc., who will send a copy of the training presentation outline to the EEOC at least 10 days before any training session occurs. The Commission shall have the right to approve any training.

8. Within ten (10) days after the completion of any training session, Tiffany shall certify to the EEOC, in writing, that any required training has taken place and that required personnel attended. Such certification shall include:

- (a) The date, location and duration of the training; and
- (b) A copy of the registry of attendance which shall include the name and position or title of each person in attendance.

9. Within ten (10) business days after entry of this Decree, Defendant shall post copies of the Notice attached as Exhibit "A" to this Decree at its facility in a conspicuous location easily accessible to and commonly frequented by employees. The Notice shall remain posted for the duration of this Decree. Tiffany shall ensure that the posting is not altered, defaced or covered by any other material. Tiffany shall certify to the EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted. Subject to 72 hours notice to Tiffany's management, Tiffany shall permit a representative of EEOC to enter Tiffany's premises for purposes of verifying compliance with this Paragraph at any time during normal business hours.

10. During the duration of this Decree, the EEOC shall have the right to ensure compliance with the terms of this Decree. In furtherance, the parties agree to the following:

- (a) Tiffany shall maintain and make available for inspection and copying all documents relevant to its compliance with this Decree; and
- (b) With written notice of five (5) business days, Tiffany shall permit representatives of the EEOC to review relevant documents, and meet and interview all persons within its employ for purposes of verifying compliance with this Decree.

11. Tiffany shall bear the costs associated with administering and implementing the provisions of this Decree.

12. Except as provided herein, the parties to this Decree shall bear their own costs and attorney's fees. Furthermore, the parties agree that pursuant to Section 706(k) of Title VII, 42 U.S.C. § 2000e-5(k), there is no "prevailing party" in this action or proceeding.

13. The terms of this Decree shall be binding upon the EEOC and Defendant Tiffany its agents, officers, employees, servants, successors, and assigns, as to the issues resolved herein.

14. When this Consent Decree requires the submission by Tiffany of documents or other materials to EEOC, such documents or other materials shall be mailed to Robert B. Harwin, Regional Attorney, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229. The Clerk shall furnish a copy hereof to each attorney of record.

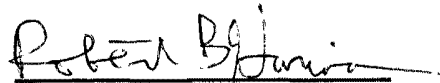
SO ORDERED AND ENTERED this _____ day of _____, 2005.

HONORABLE FRED BIERY
UNITED STATES DISTRICT JUDGE

Respectfully submitted,

JAMES L. LEE
Deputy General Counsel

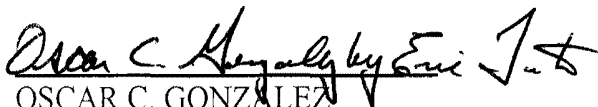
GWENDOLYN YOUNG REAMS
Associate General Counsel



ROBERT B. HARWIN
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ATTORNEYS FOR PLAINTIFF

EXHIBIT A

NOTICE TO ALL EMPLOYEES

TIFFANY BILLIARDS, INC., IS FIRMLY COMMITTED TO TREATING EMPLOYEES AND APPLICANTS FOR EMPLOYMENT ACCORDING TO MERIT WITHOUT REGARD TO THEIR RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, OR THEIR HAVING ENGAGED IN ACTIVITY PROTECTED BY TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED. THIS POLICY APPLIES TO ALL EMPLOYMENT DECISIONS, INCLUDING RECRUITMENT, RETENTION, PROMOTION, TRANSFER, LAYOFF AND/OR TERMINATION, AND ALL OTHER TERMS AND CONDITIONS OF EMPLOYMENT BECAUSE OF HIS OR HER SEX.

IF YOU BELIEVE YOU ARE BEING DISCRIMINATED AGAINST IN ANY TERM OR CONDITION OF YOUR EMPLOYMENT BECAUSE OF YOUR RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY, OR THAT YOU ARE BEING SUBJECTED TO HARASSMENT BECAUSE OF YOUR SEX OR HAVING ENGAGED IN TITLE VII-PROTECTED ACTIVITY, YOU ARE ENCOURAGED TO SEEK ASSISTANCE FROM SUPERVISORY PERSONNEL, OR FROM THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, 5410 FREDERICKSBURG ROAD, SUITE 200, SAN ANTONIO, TEXAS 78229-3550, (210) 281-7600 OR 1-800-669-4000.

NO RETALIATORY ACTION MAY BE TAKEN AGAINST YOU FOR SEEKING ASSISTANCE, FILING A CHARGE, OR COMMUNICATING WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION.

EEOC ENFORCES TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, WHICH PROHIBITS EMPLOYMENT DISCRIMINATION BASED ON RACE, COLOR, RELIGION,

SEX OR NATIONAL ORIGIN; THE AGE DISCRIMINATION IN EMPLOYMENT ACT; THE EQUAL PAY ACT; PROHIBITIONS AGAINST DISCRIMINATION AFFECTING INDIVIDUALS WITH DISABILITIES; SECTIONS OF THE CIVIL RIGHTS ACT OF 1991, AND TITLE I OF THE AMERICANS WITH DISABILITIES ACT, WHICH PROHIBITS DISCRIMINATION AGAINST PEOPLE WITH DISABILITIES IN THE PRIVATE SECTOR AND STATE AND LOCAL GOVERNMENTS.

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

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

TIFFANY BILLIARDS, INC.,

Defendant.

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Civil Action No. SA05CA0442FB

FINAL JUDGMENT ORDER ENTERING CONSENT DECREE

On this day came on to be heard the parties' Joint Motion to Enter Consent Decree. After reviewing the Consent Decree, the Court 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 ____ day of _____, 2005.

HONORABLE FRED BIERY
UNITED STATES DISTRICT JUDGE