IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

EQUAL EMPLOYMENT OPPORTUNITY §
COMMISSION, §
 §
 §
Plaintiff, §
 §
v. § CIVIL ACTION NO. H-03-3983
 §
U.S. SHIP MANAGEMENT, INC., §
 §
 §
Defendant. §
_____ §

CONSENT DECREE

The Plaintiff, Equal Employment Opportunity Commission (the "Commission"), alleges

in this suit that the Defendant, U.S. Ship Management, Inc. has violated Title VII of the Civil

Rights Act of 1964, as amended, and Title I of the Civil Rights Act of 1991.

Defendant answered the Commission's Complaint and denied each of the allegations.

In the interests of resolving this matter, to avoid the costs of litigation, and as a result of

having engaged in extensive negotiations, and since U.S. Ship Management has discontinued

operating vessels, the parties have agreed that this action should be finally resolved by entry of

this Consent Decree.

The parties stipulate to the jurisdiction of the Court and waive a hearing and the entry of

findings of fact and conclusions of law.

This Consent Decree is entered in full and complete settlement of any and all claims

arising out of or contained in EEOC Charge Nos. 3308203118, 3308202672, 3308202671 and

Civil Action No. H-03-3983. The Consent Decree constitutes a complete resolution of all claims that were made by the Commission against Defendant in this action.

IT IS ORDERED, ADJUDGED AND DECREED as follows:

INJUNCTIVE RELIEF

1. Defendant U.S. Ship Management, Inc. ("Defendant"), and all persons acting in concert with it shall not engage in national origin discrimination under Title VII.

2. Defendant shall not make employment decisions on the basis of national origin.

3. Defendant shall not discriminate against and/or harass any employee on the basis of national origin.

4. Defendant shall not engage in or be a party to any action, policy or practice that has the effect of harassing or intimidating any employee on the basis of national origin.

5. Defendant shall not create, facilitate or permit 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 national origin.

6. Defendant shall not Implement or enforce a rule or other measure requiring employees to speak only the English language during working hours, unless such rule or requirement satisfies a legitimate business need and constitutes a bona fide occupational qualification of those employees subject to the rule or requirement.

7. Defendant shall not discriminate or retaliate in any manner against any individual because he or she has made a charge, testified, assisted, or participated in any manner in the investigation by the Commission or court proceeding in connection with this case.

8. Defendant shall discipline any supervisors and foremen who become aware of discrimination against employees and who fail to take effective corrective action.

RELIEF

9.   Defendant agrees to pay $31,000.00 in final settlement of this claim, in checks made payable to the following charging parties: Leoncio Castro, Serio Centino, and Allen Melendez. The amounts made payable to each charging party will be determined by the EEOC.

MISCELLANEOUS PROVISIONS

10.   Defendant shall bear the reasonable costs associated with administering and implementing the provisions of this Decree.

11.   The EEOC and Defendant shall bear their own costs and attorney's fees.

12.   This Consent Decree is final and binding on all parties to this action.

13.   The provisions of this Consent Decree shall remain in effect for the shorter of the following time periods: (1) the time period for which U.S. Ship Management, Inc. continues its existence as a legal entity under Delaware law, or (2) three (3) years from the entry of the Consent Decree.

SO ORDERED AND ENTERED this _5th_ day of _October_, 2005 at Houston, Texas.

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Lee H. Rosenthal
UNITED STATES DISTRICT JUDGE

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