

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

United States Courts
Southern District of Texas
ENTERED

APR 26 2001

EQUAL EMPLOYMENT §
OPPORTUNITY COMMISSION, §
PLAINTIFF §
§
VS. §
§
U.S. SECURITY ASSOCIATES, INC. §
d/b/a ADVANCE SECURITY §
DEFENDANT §
§
§

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Michael N. Milby, Clerk

CIVIL ACTION NO. G-99-593

JURY TRIAL DEMANDED

CONSENT DECREE

Plaintiff, the United States Equal Employment Opportunity Commission ("Commission" or "EEOC") and Defendant, U.S. Security Associates, Inc. d/b/a Advance Security ("Defendant" or "USSA"), agree to entry of this Consent Decree.

I Background and History of Proceedings

A. Charging Party, Joseph Loflin filed a Charge of Discrimination with the Commission alleging that the Defendant violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq. ("Title VII").

B. On September 23, 1999, after investigating the Charge and finding discrimination, the Commission commenced this action alleging that Defendant's conduct constituted discrimination on the basis of race in violation of Section 703 (a) of Title VII.

C. Defendant has denied the allegations of discrimination on the basis of race.

D. The parties wish to avoid the risks, uncertainties and expenses of continued litigation. Accordingly, the parties have agreed to settle this lawsuit. Neither Defendant's consent to the entry of this decree nor any of the terms set forth in it shall constitute or be construed as an admission of any Title VII violation, nor shall this Consent Decree be admissible in any proceeding involving USSA other than a proceeding in which USSA's compliance with this Consent Decree is at issue. Furthermore, USSA expressly denies that it has discriminated against any class member in violation of Title VII. Both parties agree that this Consent Decree is being entered into for the sole purpose of compromising disputed claims without the necessity for protracted litigation.

II Jurisdiction

E. The Commission and Defendant stipulate to the jurisdiction of the Court and the satisfaction of all administrative prerequisites. The parties further waive hearing and entry of findings of fact and conclusions of law on all issues.

III Issues Resolved

IT IS ORDERED that:

1. This Consent Decree is entered in full and complete settlement of any and all actual or potential claims arising out of, asserted in, or that could have been asserted in Civil Action No. G-99-593 and the above-referenced Charge on behalf of Joseph Loflin, Jason Hambric, George Beasley, LaRuth Hill and Patricia Patterson.

IV Compliance

2. Defendant and all of its employees and/or agents associated with it agrees that it will not engage in any employment practices which discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's race and will not retaliate against any individual who has opposed any practice made an unlawful employment practice under Title VII or who has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under Title VII.
3. Defendant and all of its employees and/or agents associated with it agrees that it will not engage in any employment practice which discriminates against employees because of

their race in violation of Title VII.

4. USSA shall provide a program on employment discrimination, including the law relating to race discrimination, to all employees or other persons working at its Marathon Oil location in Texas City, Texas and to all management-level employees at its Houston, Texas office. The training shall be completed not later than sixty (60) days following entry of this Decree. Written acknowledgment of receipt of the training shall be obtained by Defendant from all individuals attending the training and retained among the employment records of Defendant, and the fact of acknowledged attendance at the first such training conducted subsequent to the entry of this Consent Decree shall be sent to the EEOC within one month of completion of the training.
5. USSA agrees that it will revise its equal employment opportunity policy not later than July 1, 2001. The revised new policy shall include a declaration that Federal law prohibits discrimination against any employee or applicant for employment because of the individual's sex, race, color, religion, national origin, age or disability with respect to compensation, hiring or other terms, conditions or privileges of employment. It will also identify by name,

address and telephone number, the person to whom complaints about discrimination shall be made. USSA shall submit to the EEOC a copy of its revised policy not later than July 15, 2001.

6. USSA agrees that it will revise its policy for investigating complaints of discrimination. The policy shall outline how complaints will be investigated, state their confidential nature and provide assurances against retaliation for making a complaint. The policy shall also provide that the complaining employee will be notified of the resolution of the complaint.
7. Defendant agrees that within ten days after entry of this Decree it will conspicuously post the attached notice (Exhibit "A") in an area accessible to all employees working for USSA at the Marathon Oil Plant in Texas City, Texas for a period of eighteen months from the date the decree is signed.
8. Not later than July 1, 2001, USSA agrees that it will issue a written notice to Barbara Henthorn stating that she is permanently ineligible for re-hire with USSA. The written notice shall be placed in Henthorn's personnel file and shall be made available to all USSA employees with hiring

authority.

9. Within sixty (60) days following entry of this Decree, USSA agrees that it will develop and implement a policy by which all management-level employees within its Houston, Texas office with knowledge of a complaint of discrimination will have an affirmative duty to respond appropriately to all complaints, as set forth in USSA's revised equal employment opportunity policy. All management-level employees within its Houston, Texas office will be informed of the policy and will be informed that failure to follow the policy will result in serious discipline up to and including termination. A copy of the policy shall be submitted to the EEOC within sixty (60) days following the entry of this Decree.
10. Defendant agrees to pay a confidential monetary sum in full and final settlement of the EEOC's lawsuit to provide monetary relief to Joseph Loflin, Jason Hambric, George Beasley, LaRuth Hill and Patricia Patterson. Said payments, however, are conditioned upon the prior execution by each individual of a general release and confidentiality agreement with forfeiture provisions. The EEOC shall notify USSA, within thirty (30) days following entry of this

Decree, of the sum to be paid to each individual and the address to which each check will be mailed. USSA shall pay said sums not later than thirty (30) days after receipt of payment instructions from the EEOC, provided that the individuals have returned to USSA properly executed copies of said general release and confidentiality agreements.

Copies of the checks disbursed to the individuals shall be mailed to the EEOC's undersigned counsel of record.

11. Within ten (10) calendar days of the date of entry of this Decree, USSA will send to LaRuth Hill and Patricia Patterson a written offer of full-time employment for a position as a Security Officer at the Marathon Oil facility in Texas City, Texas. This offer shall be mailed to Ms. Hill and Ms. Patterson with a copy sent concurrently to the Commission at the following address: Equal Employment Opportunity Commission, attn: Nancy E. Murphy, 1919 Smith Street, 7th Floor, Houston, Texas 77002. USSA's irrevocable offer of employment will remain open for six months from the date of entry of this Consent Decree.
12. Each party to this action shall bear their own costs and attorney's fees.
13. This Consent Decree shall be binding on Defendant and all of

Defendant's successors-in-interest, and Defendant will notify all such successors-in-interest of the existence and terms of this Consent Decree.

14. This Decree shall remain in effect for eighteen months from the date of signing. During the period that this Decree shall remain in effect, the Court shall retain jurisdiction to assure compliance with this Decree and to permit entry of such further orders or modifications as may be appropriate. The EEOC is specifically authorized to seek Court-ordered enforcement of this Decree in the event of a breach of any of the provisions herein. Defendant must provide notice to the EEOC in the event that it is sold regardless of whether the buyer is referred to as Defendant's successor.
15. Nothing in this Consent Decree shall be construed to preclude the Commission from filing a separate action under Title VII or any other statute which the Commission enforces in the future for any alleged violations by Defendant not resolved by this Decree.
16. In addition to the terms of the Consent Decree set forth above, the parties have agreed to the entry of an injunction, which shall remain in duration for eighteen months following the entry of this Decree, and which shall

expire concurrently with the expiration of this Decree. Pursuant to this agreement of the parties, it is hereby ORDERED that the Houston, Texas office of U.S. Security Associates Inc. d/b/a Advance Security shall be enjoined from the following:

- a. Defendant, its officers, agents and employees are hereby enjoined from discriminating on the basis of race against any qualified individual in violation of Title VII in regard to hiring and other terms, conditions, and privileges of employment.
- b. Defendant, its officers, agents and employees shall not engage in any employment practice which has the purpose or effect of discriminating against any individual on the basis of race in violation of Title VII. For example, changing an employee's schedule to induce his/her resignation because of race would constitute a violation of this Decree.
- c. The Defendant, its officers, agents and employees shall not discriminate or retaliate against any individual because such individual made a charge,

testified, assisted, or participated in any manner
in an investigation, proceeding, or hearing under
Title VII.

V Notice and Mailing

17. Any notice, report or communication required under the
provisions of this Decree shall be sent by certified mail,
postage prepaid, as follows:

Nancy E. Murphy
Trial Attorney
1919 Smith, 7th Floor
Houston, Texas 77002
Telephone: (713) 209-3405
Facsimile: (713) 209-3402

Signed this 25th day of April, 2001
at Galveston, Texas.



SAMUEL KENT
United State District Judge

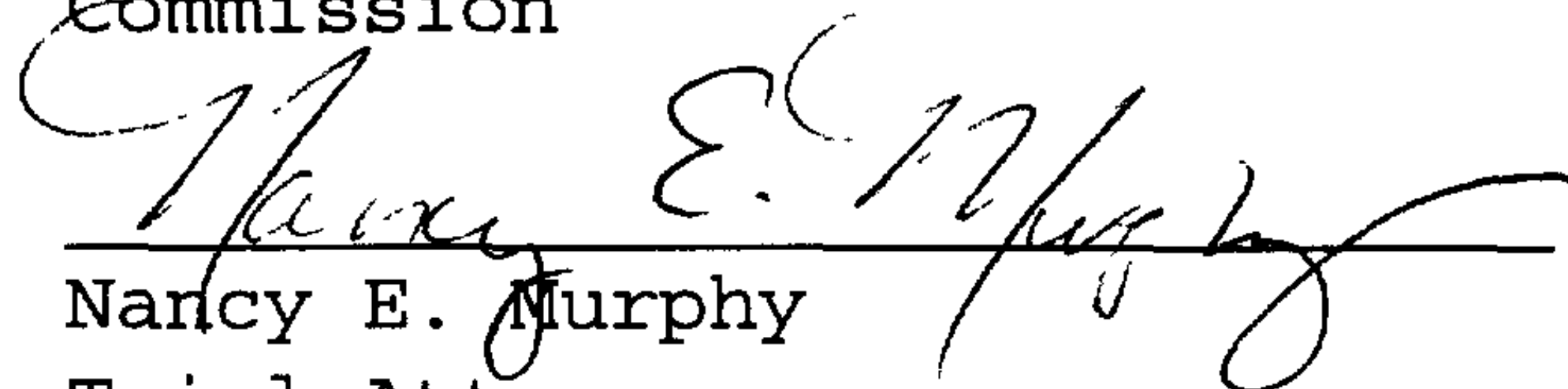
AGREED AND CONSENTED TO:

ATTORNEY FOR DEFENDANT
U.S. Security Associates, Inc.
d/b/a Advance Security



Brian L. Kuhn
FORD & HARRISON
6750 Poplar Avenue, Suite 600
P.O. Box 171375
Memphis, Tennessee 38187-1375
Telephone: (901) 291-1500
Facsimile: (901) 291-1501

ATTORNEY FOR PLAINTIFF
Equal Employment Opportunity
Commission



Nancy E. Murphy
Trial Attorney
1919 Smith, 7th Floor
Houston, Texas 77002
Telephone: (713) 209-3405
Facsimile: (713) 209-3402