



Vasquez is an atheist, and Plaintiff EEOC alleges, in the Complaint, that he, too, was discharged in violation of Title VII, because of his religious beliefs and/or in retaliation for his protests against what he reasonably believed to be religious discrimination.

Richard Vasquez has intervened in this lawsuit. In his Complaint In Intervention, he alleges that he was discharged in violation of Title VII, because of his religious beliefs and/or in retaliation for his protests against what he reasonably believed to be religious discrimination.

The EEOC, Richard Vasquez, and Icon wish to settle this Action, without the necessity of further litigation, pursuant to the terms delineated in this Agreement. By entering into this Settlement Agreement, Icon expressly denies the validity of any claim and/or cause of action asserted in the Complaint, and Icon enters into this Settlement Agreement for the sole purpose of avoiding the expenses associated with this litigation. Icon further asserts that by entering into this Settlement Agreement it makes no admission of liability or wrongdoing and makes no admission that its alleged conduct was improper, discriminatory or illegal in any respect.

1. This Court has jurisdiction of the subject matter of this action and the parties, venue is proper, and all administrative prerequisites to the filing of this action have been met. The Complaint and the Complaint In Intervention state claims on behalf of Ilka Ramirez and Richard Vasquez which, if proved, would authorize this Court to grant relief against Icon, pursuant to Title VII.

2. This Settlement Agreement resolves all issues raised in EEOC's Complaint in this case, and all the issues raised in Richard Vasquez' Complaint In Intervention. EEOC waives further litigation of all issues raised in the above-referenced Complaint and Richard Vasquez waives further litigation of all issues raised in the above-referenced Complaint In Intervention. EEOC expressly

reserves its right, however, to process and litigate any other charges which may now be pending or may in the future be filed against Icon.

3. Icon, in settlement of this dispute, shall pay to Ilka Ramirez the sum total of five thousand dollars (\$5,000.00), and shall pay to Richard Vasquez the sum total of five thousand dollars (\$5,000.00). The payment to Ms. Ramirez shall be sent directly to Ms. Ramirez at 814 Patricia, San Antonio, TX 78216. The payment for Mr. Vasquez shall be sent directly to counsel for Mr. Vasquez, Kevin Glasheen, at 1007 13<sup>th</sup> Street, Lubbock, TX 79408. A copy of any settlement check and any accompanying transmittal documents shall be forwarded to the EEOC to the attention of Robert B. Harwin, Regional Attorney, 5410 Fredericksburg Road, Suite 200, San Antonio, TX 78229.

4. In providing employment references regarding either Ilka Ramirez or Richard Vasquez, Icon shall make no mention of the filing of the Complaint, the Complaint In Intervention, or the underlying charges filed by Ms. Ramirez and Mr. Vasquez.

5. Icon, its agents, officers, employees, servants, successors, and assigns, shall continue its practice and policy of not discriminating against any employee on the basis of religious beliefs and/or gender.

6. Icon, its agents, officers, employees, servants, successors, and assigns, shall continue its practice and policy of not retaliating in any manner whatsoever against any past, present, or future employee, who opposes any employment practice which he/she reasonably believes to be unlawful, pursuant to Title VII, or who files a discrimination charge, gives testimony or assistance, or participates in any manner in any investigation, proceeding, hearing or action under Title VII.

7. Icon, its agents, officers, employees, servants, successors, and assigns, shall continue its practice and policy of maintaining an EEOC poster at Icon's Lubbock, Texas facility in an area

where employees are likely to congregate.

8. Icon shall continue its practice of disseminating a notice to all employees re-affirming its policy to comply with all EEOC requirements, re-affirming any policy manual provision regarding the Company policy not to discriminate on the basis of religious beliefs, gender, or any other protected characteristic, and the Company policy not to retaliate against any employee who protests against discrimination, and requesting that each employee sign and return an acknowledgment that they have received said notice.

9. To further the ends of this Settlement Agreement, within ninety (90) days of entry of this Decree, Icon's management staff shall participate in equal employment opportunity compliance training. This training shall: (a) explain the law relating to discrimination in employment based on religious beliefs, including but not limited to discharges; (b) explain the law relating to discrimination in employment based on gender, including but not limited to discharges; (c) explain the law relating to retaliation under Title VII, including but not limited to, discharges; (d) explain the damaging effects of discrimination based on religious beliefs to victims, their families, their co-workers, and the workplace environment; (e) explain the damaging effects of discrimination based on gender to victims, their families, their co-workers, and the workplace environment; and (f) explain the damaging effects of retaliation to victims, their families, their co-workers, and the workplace environment. In addition, the training shall teach non-discriminatory work and management techniques when interfacing or interacting with other employees, and the responsibilities of supervisory employees and human resources personnel to provide prompt and effective relief to individuals who complain of discrimination based on religious beliefs, or gender, or who complain of retaliation. Within 30 days prior to the date scheduled for this training, Icon shall furnish to the EEOC a written report describing the training to be attended by its employees,

identifying the instructor(s) and describing their qualifications to conduct such training, and the EEOC shall have the right, within ten days of its receipt of this information, to disapprove the training and the instructor.

10. The terms of this Settlement Agreement shall be binding upon the EEOC, Richard Vasquez, and Icon, their agents, officers, employees, servants, successors, and assigns, as to the issues resolved herein.

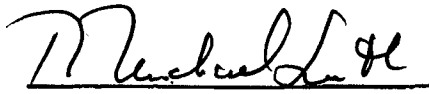
11. Each party shall bear its own costs, including attorney's fees incurred in this action.

12. The parties agree that there is no prevailing party in this action or proceeding.

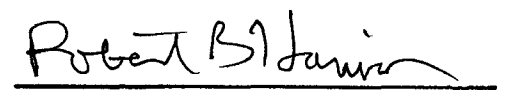
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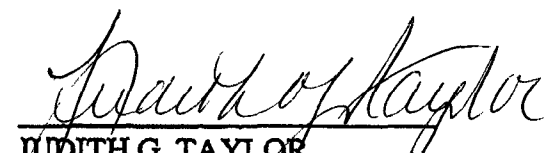
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