

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF TEXAS  
BEAUMONT DIVISION

FILED-CLERK  
U.S. DISTRICT COURT

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TX EASTERN-BEAUMONT

BY Brenda Carter

EQUAL EMPLOYMENT OPPORTUNITY §  
COMMISSION, §

Plaintiff, §

VS. §

CIVIL ACTION No.  
1:99cv627

TIMCO, INC. and §  
TIMCO ELECTRICAL, INC., §  
Defendants. §

JURY

CONSENT DECREE AND FINAL JUDGMENT

The Equal Employment Opportunity Commission ("EEOC") alleges that Defendants Timco, Inc. ("Timco") and Timco Electrical, Inc. ("Timco Electrical") sexually harassed two female employees and retaliated against them in violation of Sections 703(a) and 704(a) of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e-2(a) and 2000e-3(a).

Defendants deny the allegations of sexual harassment and retaliation. None of the terms set forth in this consent decree shall constitute or be construed as an admission of any wrongful act or violation of the law.

The parties wish to avoid the risks, uncertainties and expenses of continued litigation, and for that reason, they agree to the entry of this consent decree as a final judgment in this matter. The parties stipulate that this consent decree resolves all claims that were or could have been asserted by EEOC based on the allegations of EEOC Charge Nos. 330992213 and 330991056. This

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stipulation does not prevent EEOC, Timco, Timco Electrical, or any Timco employees or former employees who are beneficiaries of this agreed judgment from enforcing the terms of this judgment. Neither does this judgment prohibit the enforcement of any agreement entered into between EEOC and Timco and Timco Electrical as part of the settlement of this claim by any party to or beneficiary of said agreement.

Pursuant to the stipulation and agreement of EEOC and Timco and Timco Electrical, the Court enters the following orders:

1. Timco and Timco Electrical are each ordered, no later than 14 days after this decree is entered, to post copies of Exhibit A at a prominent place at each workplace at which Timco or Timco Electrical employees are then employed and to keep them posted at such workplaces for two years after the date on which the decree is entered or until Timco or Timco Electrical employees cease working at such location, whichever date comes first, provided that, in the case of any workplace at which employees of Timco or Timco Electrical begin working at a time later than 14 days after the date of this decree but during the two year period beginning on the date that this decree is signed, Exhibit A shall be posted no later than five (5) working days after the day that Timco or Timco Electrical employees begin working at that workplace. The posted copies of Exhibits A will be no smaller than 8.5 inches by 11 inches and the print will be no smaller than the print on the Exhibit. Timco and Timco, Inc. are each also ordered, for a period ending two years from the date on which this decree is entered, to provide to each person whom it hires a copy of Exhibit A. The copies of the Exhibits must be given to each newly hired employee no later than his or her fifth day on the job.
2. Timco and Timco Electrical are each ordered to make a written report to the EEOC every six months for two years, containing information relevant to determining compliance with this consent decree and Title VII. The report shall be addressed to "District Director, Houston District Office, Equal Employment Opportunity Commission, 1919 Smith, Seventh Floor, Houston, Texas 77002." The written reports in question must include the following information, but may include additional, relevant information:
  - i. The name, address, telephone number, and social security number of each employee who reported or

alleged to management during the reporting period, an incident of sexual harassment or unlawful retaliation.

- ii. Copies of all written complaints or written statements concerning sexual harassment or unlawful retaliation received by management during the reporting period.
  - iii. A brief statement describing the actions taken by management, if any, in response to any complaint or report of sexual harassment or unlawful retaliation.
3. Timco and Timco Electrical are each ordered, for a period of two years after the date on which this decree is entered, to allow EEOC to take reasonable measures to insure compliance with this decree, including on-site inspections, employee interviews, and examination and copying of relevant documents. EEOC is ordered to conduct such on-site inspections, employee interviews and examination of relevant documents between the hours of 9:00 a.m. and 5:00 p.m. on weekdays (Monday through Friday). EEOC is also ordered to immediately notify Timco's or Timco Electrical's management of its arrival at any of their facilities for the purposes conducting an on-site inspection, employee interviews, or examination or copying of relevant documents. During on-site inspections, employee interviews, or examination or copying of relevant records, Timco and Timco Electrical shall have the right to have a representative accompany each representative of EEOC, provided that EEOC shall be permitted to interview non-management employees outside the presence and hearing of the management representative and other employees.
4. Timco and Timco Electrical are each ordered to maintain complete and accurate records of all complaints of sexual harassment and retaliation made to management during the two years following the entry of the decree, as well as records showing how those complaints were resolved. Timco and Timco Electrical are ordered to maintain these records for two years and 300 days from the date on which this decree is entered.
5. Timco and Timco Electrical are each ordered to conduct one comprehensive sexual harassment training session a year, for two years, for its managers, supervisors, and employees. The first seminar is to be conducted no later than six months after the date of entry of this consent decree. Each seminar shall be approximately four hours in length. At least thirty days before the date of the each seminar, Timco and Timco Electrical are each ordered to submit an outline of the seminar, indicating the date and time of the seminar, the name and address of the presenter, the topics to be covered and the length of the presentations, to the District Director of the

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Houston District Office of the EEOC at 1919 Smith, Seventh Floor, Houston, Texas 77002, for his or her approval. If the EEOC fails to notify Timco and Timco Electrical of its objections to the outline within 20 days after receiving it, the outline is approved. If EEOC delivers a written objection to the outline to Timco or Timco Electrical within 20 days after receiving it, Timco and Timco Electrical will have 10 days in which to submit a revised outline meeting EEOC's objection. EEOC shall have the right to have a representative attend the seminars, for the sole purpose of assuring that Timco is complying with this paragraph. Timco and Timco Electrical is ordered to keep records of attendance by the attendees and presenters, and to allow EEOC to inspect this records upon request.

The orders contained in this consent decree are binding on Timco I, Ltd., Timco, Inc., Timco Electrical, Inc., their officers, directors, agents, employees, and any affiliated and related entities.

The parties agree that the claims of the EEOC on behalf of The parties agree that the performance of the terms of the settlement will satisfy and release all claims that Plaintiff raised or could have raised in its Complaint.

This decree shall remain in effect for two years and 300 days from the date of entry.

Each party to this action shall bear its own costs and attorneys fees.

All relief sought in this action which is not expressly granted is denied. IT IS ORDERED, ADJUDGED, AND DECREED that any and all of the claims and causes of action asserted by the Equal and Employment Opportunity Commission against Timco, Inc., and Timco Electrical, Inc., in this case are hereby DISMISSED WITH PREJUDICE.

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Signed this 17 day of July, 2000.

  
United States District Judge

We agree to the terms of the Consent Decree above and request that the Court enter it.


EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

By James Sacher  
James Sacher, Regional Attorney  
Houston District Office EEOC

Bruce V. Griffiths  
Bruce V. Griffiths *by power*  
Senior Trial Attorney *SEM*  
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TIMCO INC.  
By   
Nick Kinchen, President

TIMCO ELECTRICAL, INC.  
By   
Nick Kinchen, President

TIMCO I, LTD.  
By   
Nick Kinchen, President

John S. Morgan  
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ATTORNEY FOR TIMCO, INC., TIMCO ELECTRICAL, INC., and TIMCO I, LTD



**EXHIBIT A**  
**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**  
**Houston District Office**

1919 Smith St, 7<sup>th</sup> Floor  
Houston, TX 77002-8049  
PH: (713) 209-3320  
TDD: (713) 209-3439  
FAX: (713) 209-3381  
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# **NOTICE**

## **AS REQUIRED UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED**

### **NOTICE TO ALL EMPLOYEES OF TIMCO REGARDING SEXUAL HARASSMENT IN THE WORKPLACE**

Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's sex, race, color, religion, national origin, or age. **Timco** supports and abides by this law.

Sexual harassment is one form of sex discrimination prohibited by law. Sexual harassment consists of offensive behavior directed toward an employee because of his or her sex which alters the terms of conditions of employment. It includes, but is not limited to:

- (a) making unwelcome sexual advances or requests for sexual favors;
- (b) making insulting comments or gestures about another's anatomical attributes or sexual behavior;
- (c) repeating sexually explicit jokes or stories;
- (d) distributing, circulating, or displaying sexually explicit pictures or words, including creating sexually explicit graffiti on surfaces where it can be seen by Timco employees;
- (e) stating or suggesting that "dating" or engaging in sex with a supervisor or other employee will be rewarded by advancement or other employment benefit;

- (f) suggesting or threatening that refusal to "date" or engage in sex with a supervisor or other employee will result in termination of employment or other negative action; or
- (g) touching another employee's body in an offensive or unwelcome way.

Sexual harassment will not be tolerated by **Timco**. Any employee found to have engaged in sexual harassment will be subject to disciplinary action up to and including termination.

Any employee who believes that he or she has been subject to sexual harassment or who has knowledge of sexual harassment should report this information to his or her immediate supervisor. If, for any reason, you are uncomfortable reporting harassment to your immediate supervisor, you should report it to **Frank Henry, Timco Human Resources Director at 409-XXX-XXXX**. **Timco** will thoroughly investigate all complaints of sexual harassment. Confidentiality will be maintained to the greatest extent possible.

It is also unlawful to retaliate against any person because he or she has complained about illegal discrimination or harassment. Specifically, it is unlawful to retaliate against a person because he or she has complained to company officials about illegal discrimination or harassment, has filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC"), has provided information to the EEOC, or has participated in any legal proceeding designed to provide redress for illegal discrimination. **Timco** will not take any action against an employee because he or she has exercised the right to oppose illegal discrimination or harassment.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2000.

**TIMCO**

By: \_\_\_\_\_  
Nick Kinchen, President

**This notice shall be posted for two years  
from the date of signing.**