

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

United States Courts  
Southern District of Texas  
ENTERED

AUG 05 2003

Michael N. Milby, Clerk of Court

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

Plaintiff,

v.

THE RELIABLE LIFE  
INSURANCE COMPANY

Defendant

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CIVIL ACTION NO. H-03-0180

**AGREED FINAL JUDGMENT**

**AGREED FINAL JUDGMENT**

Defendant, The Reliable Life Insurance Company ("Reliable"), served upon Plaintiff, Equal Employment Opportunity Commission (the "Commission"), an offer to allow judgment to be taken against it as hereinafter set forth, and the Commission, within ten days after service of the offer of judgment, served written notice upon Defendant Reliable that the offer was accepted, and said offer and notice of acceptance and proof of service thereof having been filed by the Commission, it is hereby

ORDERED, ADJUDGED AND DECREED that Defendant, the Reliable Life Insurance Company, shall pay the sum of SEVENTY-FIVE THOUSAND DOLLARS (\$75,000) to Sobhan Davaryhadikiasary which includes all liability for costs and attorney's fees. Said sum shall be paid on or before fifteen (15) days following entry of this Judgment.

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Defendant Reliable shall 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 national origin.

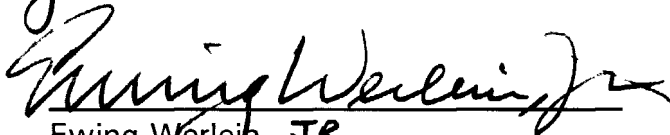
Defendant Reliable shall not retaliate against any individual who has opposed any practice made unlawful under Title VII of the Civil Rights Act of 1964, as amended, or has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under Title VII.

Defendant Reliable shall provide, using either an attorney or an independent experienced training person or group, a program on the illegality of employment discrimination regarding recruitment, hiring, wage decisions and promotions, and such training shall include a discussion of the law relating to Title VII and the illegality of national origin based discrimination. The training shall be provided to all human resources professionals and management level employees in the state of Texas and the training shall be completed no later than July 31, 2004, or within twelve months from the date the final judgment is entered, whichever is later. In connection with the training, Defendant Reliable shall submit to the Commission, at least thirty (30) days in advance of the program, the name of the program provider and a curriculum outline. Defendant Reliable will provide the Commission written confirmation regarding completion of training. Defendant Reliable will require David Moreno and Grant Pillow to attend a training session.

Defendant Reliable shall post the attached notice (Exhibit "A") in an area accessible to all employees in Defendant Reliable's Texas offices for a period of one year.

Each party to this action shall bear their own costs.

Signed this 4<sup>th</sup> day of August, 2003 at Houston, Texas.

  
Ewing Werlein, JR.  
United State District Judge



**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  
TTY: (713) 209-3439  
FAX: (713) 209-3381  
LEGAL: (713) 209-3401  
LEGAL FAX: (713) 209-3402

**NOTICE TO THE EMPLOYEES OF  
THE RELIABLE LIFE INSURANCE COMPANY**

THIS NOTICE IS POSTED PURSUANT TO THE CONSENT DECREE ENTERED IN RESOLUTION OF A LAWSUIT BROUGHT BY THE EEOC AGAINST THE RELIABLE LIFE INSURANCE COMPANY REGARDING NATIONAL ORIGIN DISCRIMINATION IN THE WORK PLACE PURSUANT TO TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED.

1. 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, age or disability with respect to compensation, hiring or other terms, conditions or privileges of employment.
2. THE RELIABLE LIFE INSURANCE COMPANY supports and will comply with such Federal law in all respects and will not take any action against employees because they have exercised their rights under the law by filing charges with the Equal Employment Opportunity Commission (EEOC), providing information to the EEOC, and/or receiving compensation for the settlement of any sex or wage discrimination claim.
3. THE RELIABLE LIFE INSURANCE COMPANY prohibits national origin discrimination and will not engage in the practice of altering the terms and conditions of employment on the basis of national origin.
4. National origin discrimination is expressly prohibited and constitutes an unlawful discriminatory employment practice. Such discriminatory employment practices will not be tolerated at THE RELIABLE LIFE INSURANCE COMPANY.
5. Any employee who feels they have been the target of such discrimination is advised to report this action promptly to Ken Oehler, 1 East Wacker Dr., Chicago, IL 60601, (312) 661-3632.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 2003.

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Don Royster, Jr, President  
THE RELIABLE LIFE INSURANCE COMPANY

This OFFICIAL NOTICE shall remain posted for one full year from date of signing.  
"EXHIBIT A"