

1 Anna Y. Park
Peter F. Laura
2 Derek W. Li
EQUAL EMPLOYMENT
3 OPPORTUNITY COMMISSION
255 East Temple Street, 4th Floor
4 Los Angeles CA 90012
Telephone: (213) 894-1083
5 Facsimile: (213) 894-1301

6 Attorneys for Plaintiff
EQUAL EMPLOYMENT
7 OPPORTUNITY COMMISSION

8 Patrick H. Hicks
Wendy Medura Krincek
Roger Grandgenett
9 LITTLER MENDELSON
3960 Howard Hughes Parkway, Suite 300
10 Las Vegas NV 89109-8811
Telephone: (702) 862-8800
11 Facsimile: (310) 862-8811

12 Attorneys for Defendant
AMERICA WEST AIRLINES, INC.

13 **UNITED STATES DISTRICT COURT**
14 **DISTRICT OF NEVADA**
15

16
17 EQUAL EMPLOYMENT
18 OPPORTUNITY COMMISSION,

Case No. CV S-05-1206 JCM
GWF

19 Plaintiff,

20 v.

**AMENDED CONSENT DECREE;
ORDER**

21 AMERICA WEST AIRLINES, INC.

22 Defendant.
23
24
25
26
27
28

PURPOSE OF AMENDMENT

Plaintiff U.S. Equal Employment Opportunity Commission (the “**EEOC**” or “**Commission**”) and Defendant America West Airlines, Inc. (“**America West**”) hereby submit this Amended Consent Decree; Order seeking amendment of the Consent Decree; Order entered by the Court on March 20, 2007 (Docket #30). Amendment is necessary because Exhibit A to the Consent Decree; Order submitted to the Court was inadvertently omitted. Exhibit A is a notice to be signed by the Court and posted in a location visible to employees pursuant to Section IX.B. This Amended Consent Decree; Order is otherwise identical to the Consent Decree; Order entered by the Court on March 20, 2007. The parties jointly request that the Court enter this Amended Consent Decree; Order and execute Exhibit A.

I.

INTRODUCTION

Plaintiff U.S. Equal Employment Opportunity Commission (the “**EEOC**” or “**Commission**”) and Defendant America West Airlines, Inc. (“**America West**”) hereby stipulate and agree to entry of this Consent Decree to resolve the Commission’s complaint, filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (“**Title VII**”), alleging that Charging Party Laura Barr (“**Charging Party**”), and other similarly situated individuals were subjected to unlawful employment practices on the basis of sex, female. The Commission’s complaint further alleges that Charging Party Laura Barr was subjected to unlawful retaliation in violation of Title VII.

II.

PURPOSES AND SCOPE OF THE CONSENT DECREE

A. The parties to this Consent Decree (“**Decree**”) are the EEOC and America West. The scope of this Decree encompasses America West’s facility located at McCarran International Airport in Las Vegas, Nevada. This Decree shall be binding on and enforceable against America West and its officers, directors, agents, successors and assigns.

B. The parties have entered into this Decree for the following purposes:

1. To provide appropriate monetary and injunctive relief;
2. To ensure that America West's employment practices comply with federal law;
3. To ensure a work environment free from hostility and retaliation;
4. To ensure training for America West's managers with respect to their obligations under Title VII; and
5. To ensure an appropriate and effective mechanism for handling discrimination complaints in the workplace.

C. This Decree resolves all claims the EEOC has brought or could have brought against America West arising out of this Complaint. This Decree does not constitute an adjudication on the merits of the allegations of the Complaint and does not constitute an admission of wrongdoing by anyone.

D. There is no determination implied or expressed in this Decree regarding whether the current policies practices and procedures of America West comply with Title VII.

1 **III.**

2 **RELEASE OF CLAIMS**

3 **A.** This Decree fully and completely resolves all issues, claims and allegations
4 by the EEOC against America West that are raised or could have been raised in the
5 complaint captioned *U.S. Equal Employment Opportunity Commission v. America*
6 *West Airlines, Inc.*, Case No. CV S-05-1206 JCM GWF (the “**Complaint**”) filed
7 on September 30, 2005, in the United States District Court, District of Nevada (the
8 “**Court**”).

9 **B.** Except as otherwise stated in Section VII, nothing in this Decree shall be
10 construed to preclude any party from bringing suit to enforce this Decree in the
11 event that any party hereto fails to perform the promises and representations
12 contained herein.

13 **C.** Nothing in this Decree shall be construed to limit or reduce America West’s
14 obligation to comply fully with Title VII or any other federal employment statute.

15 **D.** Except as otherwise stated in Section III. A, this Decree in no way affects
16 the EEOC’s right to bring, process, investigate or litigate other charges that may be
17 in existence or may later arise against America West in accordance with standard
18 EEOC procedures.

19 **IV.**

20 **JURISDICTION**

21 **A.** The Court has jurisdiction over the parties and the subject matter of this
22 lawsuit. This Decree conforms with the Federal Rules of Civil Procedure and Title
23 VII and is not in derogation of the rights or privileges of any person.

24 **B.** The Court shall retain jurisdiction of this action during the duration of the
25 Decree for the purposes of entering all orders, judgments and decrees that may be
26 necessary to implement the relief provided herein.

V.

EFFECTIVE DATE AND DURATION OF DECREE

A. The provisions and agreements contained herein are effective immediately upon the date that this Decree is entered by the Court (the “Effective Date”).

B. Except as otherwise provided herein, this Decree shall remain in effect for three (3) years after the Effective Date.

VI.

MODIFICATION AND SEVERABILITY

A. This Decree constitutes the complete understanding of the parties with respect to the matters contained herein. No waiver, modification or amendment of any provision of this Decree will be effective unless made in writing and signed by an authorized representative of each of the parties.

B. If one or more provisions of the Decree are rendered unlawful or unenforceable, the parties shall make good faith efforts to agree upon appropriate amendments to this Decree in order to effectuate the purposes of the Decree. In any event, the remaining provisions will remain in full force and effect unless the purposes of the Decree cannot, despite the parties’ best efforts, be achieved.

C. By mutual agreement of the parties, this Decree may be amended or modified in the interests of justice and fairness in order to effectuate the provisions of this Decree.

VII.

COMPLIANCE AND DISPUTE RESOLUTION

A. The parties expressly agree that either party may bring an action before this Court to enforce the Decree if it has reason to believe that the other party has failed to comply with any provision of this Decree. Prior to initiating such action, such party will notify the other party and its legal counsel of record, in writing, of the

1 nature of the dispute. This notice shall specify the particular provision(s) allegedly
2 breached.

3 **B.** Absent a showing that the delay will cause irreparable harm, the parties shall
4 attempt to negotiate a resolution over the thirty (30) day period following written
5 notice of the alleged breach. The parties agree to cooperate with each other and
6 use their best efforts to resolve any dispute referenced in such notice.

7 **C.** After thirty (30) days have passed with no resolution or agreement to extend
8 the time further, either party may petition this Court for resolution of the dispute,
9 seeking all available relief, including an extension of the term of the Decree for
10 such period of time as America West is shown to be in breach of the Decree.

11 **VIII.**

12 **MONETARY RELIEF**

13 **A.** In settlement of this lawsuit, America West shall pay a total of \$100,000 to
14 resolve this action. Charging Party Laura Barr shall receive \$50,000 of which
15 \$25,000 shall be designated as back pay and the remaining \$25,000 shall be
16 designated as compensatory damages. The balance of the \$100,000 to be paid by
17 America West shall be distributed to the Claimants. EEOC has the sole discretion
18 in determining who is a Claimant, and the allocation of monetary amounts to each
19 of them.

20 **B.** Upon entry of this Decree, the EEOC shall provide in writing to America
21 West the specific monetary distribution that is to be provided to the Claimants and
22 their respective addresses to where the checks should be delivered (the
23 **"Distribution List"**). America West shall issue and deliver by certified mail with
24 receipt requested, or via hand-delivery to any Claimant that is a current employee
25 of America West, a check to each Claimant specified by the EEOC within ten (10)
26 business days of receiving the Distribution List.

1 C. America West shall deliver, via certified mail or hand-delivery, a check to the
2 Charging Party. FICA and federal and state withholding taxes shall be deducted
3 from the amount that is designated as back pay for the Charging Party only. Such
4 payment is conditioned upon Charging Party's execution of a Release Agreement
5 including provisions related to a full release of claims existing as the date of
6 execution of such agreement and a confidentiality provision. America West agrees
7 to pay reasonable attorney's fees incurred by Charging Party in connection with a
8 review of a proposed Release Agreement by her attorney, Richard Segerblom,
9 Esq., which fees are to be limited to a one hour review of such document. America
10 West shall deliver the payment described in this paragraph within ten (10) business
11 days after the execution of the Release Agreement.

12 D. The amounts payable to the Claimants shall be designated as compensatory
13 damages. America West shall pay the employer's share of FUTA and FICA on the
14 Charging Party's back pay amount and shall not deduct it from the settlement
15 amount. For those amounts designated as compensatory damages, no withholding
16 will be made. America West shall prepare and distribute W-2 and 1099 tax
17 reporting forms to Charging Party and the appropriate tax reporting form for each
18 Claimant, and shall make appropriate reports to the Internal Revenue Service and
19 other tax authorities. Within five (5) business days of the issuance of each and
20 every settlement check, America West shall submit a copy of each check and
21 related correspondence to the Regional Attorney, Anna Y. Park, U.S. Equal
22 Employment Opportunity Commission, 255 East Temple Street, 4th Floor, Los
23 Angeles, CA. 90012.

IX.

GENERAL INJUNCTIVE RELIEF

A. Non-Discrimination

1. Harassment Based on Sex

America West, its officers, agents, management (including all supervisory employees), successors, and assigns, hereby agree not to: (a) harass or tolerate harassment against persons on the basis of sex in the terms and conditions of employment; (b) engage in or be a party to any action, policy or practice that is intended or is known to them to have the effect of harassing or intimidating any employee on the basis of sex; and (c) create, facilitate or permit the existence of a work environment that is hostile to female employees.

2. Retaliation

America West, its officers, agents, management (including all supervisory employees), successors, assigns, hereby agree not to engage in, implement or permit any action, policy or practice with the purpose of retaliating against any current or former employee or applicant of America West, or either of them, because he or she has in the past, or during the term of this Decree in good faith: (a) opposed any practice made unlawful under Title VII; (b) filed a charge of discrimination alleging such practice; (c) testified or participated in any manner in any investigation (including, without limitation, any internal investigation undertaken by America West) or proceeding in connection with this case and/or relating to any claim of a Title VII violation; (d) was identified as a possible witness or claimant in this action; (e) asserted any rights under this Decree; or (f) sought or received any relief in accordance with this Decree.

1 **B. Posting**

2 Within ten (10) business days after the Effective Date and throughout the
3 term of this Decree, America West shall post notice in the form attached as Exhibit
4 A, in a clearly visible location frequented by employees at its facility at McCarran
5 International Airport. The notice shall remain posted for three (3) years.

6 **C. Equal Employment Opportunity Consultant**

7 Within thirty (30) days after the Effective Date, America West shall retain
8 an Equal Employment Opportunity Consultant ("**Consultant**") with demonstrated
9 experience in the area of employment discrimination and sexual harassment issues,
10 to provide the services indicated in this Decree. The Consultant shall be subject to
11 the Commission's approval, which shall not be unreasonably withheld. America
12 West shall propose a Consultant to the Commission. If the Commission does not
13 approve America West's proposed Consultant, the Commission shall provide
14 America West with a list of at least three suggested candidates acceptable to the
15 Commission. If the three EEOC suggested consultants are not acceptable, America
16 West must counter-propose, within ten days of its rejecting the EEOC's listed
17 consultants, with another Consultant for the EEOC's approval, which shall not be
18 unreasonably withheld. If America West and the EEOC can not agree on a
19 Consultant, they will each provide the names and information regarding the
20 qualifications of up to three consultants that would be acceptable to each to the
21 Court. The Court will then select a consultant from the candidates submitted by
22 EEOC and America West. America West shall bear all costs associated with the
23 Consultant's performance of his/her/its duties. The Consultant's responsibilities
24 shall be:

25
26
27
28

1 1. a review of America West's procedures to handle complaints of
2 discrimination, harassment and retaliation to ensure compliance with its
3 obligations under this Decree;

4 2. a review of America West's anti- harassment policy and reporting
5 procedure to ensure they effectively carry out its obligations under this Decree;

6 3. a review of America West's policies to ensure that such policies hold
7 employees and managers accountable for failing to take appropriate action or for
8 engaging in conduct prohibited under this Decree;

9 4. a review of a tracking system to be implemented by America West
10 with respect to its facilities at McCarran International Airport to ensure that such
11 system tracks complaints of discrimination, harassment and retaliation so as to
12 allow America West to identify individuals that have been the subject of more
13 than one such complaint; and

14 5. submitting to the EEOC a brief report on America West's compliance
15 with the foregoing provisions.

16 **D. Policies Concerning Discrimination and Harassment**

17 1. America West agrees to maintain its policy on discrimination and
18 sexual harassment (which is referenced in Section IX.C.2) (the "Policy") at all
19 times during the term of this Decree. Further, within ten (10) business days after
20 the Consultant submits his or her report to the EEOC pursuant to Section IX.C.5,
21 America West shall provide electronic notice to all customer service employees at
22 its facilities at McCarran International Airport of their obligation to review the
23 Policy and the steps to follow to access the Policy. Throughout the term of this
24 Decree, America West will post the Policy, in a place that is clearly visible to all
25 employees at its Las Vegas facility in a legible font.

1 **2.** For the duration of the term of this Decree, America West agrees that
2 the Policy:

3 **(a)** may encourage resolution of internal complaints at a local
4 level prior to investigation, but not require such informal resolution. A
5 complainant shall not be required to first report the complaint to a person
6 who is accused of the inappropriate conduct to invoke the internal
7 complaint procedure;

8 **(b)** will permit, but not require, an employee to initiate the
9 complaint process by submitting a written complaint on a form designed for
10 the purpose;

11 **(c)** will be maintained so as to provide for nondiscrimination and
12 equal treatment, including a policy of zero tolerance for unlawful
13 discrimination, in all of its employment practices;

14 **(d)** will provide that it is unacceptable to retaliate against any
15 employee for use of the internal complaint procedure, for assisting in the
16 investigation of a complaint, or for otherwise assisting in the utilization of
17 the procedure; and

18 **(e)** will provide that if an allegation of discrimination or retaliation
19 against a manager or other employee is substantiated, then such conduct will
20 result in appropriate discipline, up to and including discharge.

21 **3.** The Policy is not intended to supplant the right of any employee to
22 file a charge or complaint of discrimination or retaliation under any available
23 municipal, state, or federal law.

24 **E. Training**

25 Within one hundred twenty (120) days after the Effective Date, all of
26 America West's managerial employees in its Customer Service Department and

1 human resources employees located at its Las Vegas facility shall be required to
2 attend an intensive training program of at least one (1) hour. The training shall be
3 mandatory and occur once every year for the term of this Decree. Any employee
4 who failed to attend scheduled training shall be trained within (30) days of the live
5 training set forth above.

6 **1.** All such employees' training shall include coverage of the subjects of
7 equal employment opportunity rights and responsibilities, discrimination,
8 harassment, retaliation, and America West's policies and procedures for reporting
9 and handling complaints of discrimination, harassment and retaliation.

10 **2.** The training shall additionally include training on how to properly
11 handle and investigate complaints of discrimination and/or harassment in a neutral
12 manner, how to take preventive and corrective measures against discrimination
13 and/or retaliation, and how to recognize and prevent discrimination and/or
14 retaliation.

15 **3.** For the remainder of the term of this Decree, all new managerial and
16 human resources employees and all employees recently promoted from a
17 staff/hourly to a managerial position in America West's Las Vegas facility shall
18 receive the managerial employee training, as appropriate, within thirty (30) days of
19 hire or promotion.

20 **4.** After the initial training as specified above, all managerial and human
21 resources employees shall receive the training at least annually thereafter for the
22 remainder of the term of this Decree.

23 **5.** All employees required to attend such training shall verify their annual
24 attendance at each training session in writing.

25 **6.** Within fifteen (15) days after the Consultant has submitted the report
26 described in Section IX.C.5, America West shall submit to the EEOC a description

1 of the training to be provided and an outline of the curriculum developed for the
2 trainees. America West shall give the EEOC a minimum of ten (10) business days'
3 advance written notice of the date, time and location of each of the three annual
4 training programs provided pursuant to this Decree, and agrees that an EEOC
5 representative may attend any such training program.

6 7. Human Resources training shall be specific to their obligations,
7 including the handling and investigating of complaints of discrimination and
8 retaliation. This training shall be above and beyond the supervisor/manager
9 training as set forth above.

10 **F. Performance Evaluations**

11 During the term of this Decree, America West agrees to use performance
12 evaluations (to effectuate Section IX.C.3) at its Las Vegas facility to evaluate
13 management employees as to their handling of complaints of harassment,
14 discrimination and retaliation and fostering an environment free of harassment,
15 discrimination and retaliation.

16 **G. Complaint Procedure**

17 During the term of this Decree, America West agrees to maintain an internal
18 policy (to effectuate Section IX.C.1) regarding proper procedures to follow in
19 handling complaints of harassment, discrimination and retaliation. America West
20 will further maintain for the term of this Decree the toll-free number currently
21 made known to employees in connection with America West's Code of Business
22 Conduct & Ethics policy and will investigate any complaints of harassment,
23 discrimination or retaliation reported on this toll free number pursuant to its
24 internal policy referenced herein.

X.

RECORD KEEPING AND REPORTING

A. Record Keeping

America West shall establish a record-keeping procedure that provides for the centralized tracking of discrimination complaints and the monitoring of such complaints to prevent retaliation. The records to be maintained shall include:

1. All documents generated in connection with any complaint of discrimination or retaliation for the duration of the Decree, including documents related to the investigation into, or resolution of, each such complaint;

2. The identities of the parties involved in each such complaint;

3. All forms acknowledging employees' receipt of America West's discrimination and anti-retaliation policy, including any revisions thereto. Where the relevant policy is distributed or made known to employees electronically, America West will maintain a sample notice to employees of the availability of the policy in electronic format;

4. All documents verifying the occurrence of all training sessions and names and positions of all attendees for each session as required under this Decree; and

5. Documents tracking and analyzing complaints filed against the same employee and location.

B. Reporting

America West shall provide, without assertion of the attorney-client privilege or attorney work product, the following reports to the EEOC in writing, by mail or facsimile:

1. Within ninety (90) days after the Effective Date, America West shall submit to the EEOC an initial report that contains:

1 (a) A statement confirming that the required notices pertaining to
2 this Decree and the discrimination and anti-retaliation policies have been
3 posted; and

4 (b) A statement verifying that a notice alerting employees to the
5 existence and location of America West's discrimination and anti-retaliation
6 policy referenced in Section IX. D. herein has been sent electronically to all
7 customer service and human resources employees in America West's Las
8 Vegas facility.

9 2. Annual Reports: America West shall also provide the following
10 reports to the EEOC annually throughout the term of this Decree:

11 (a) A description of the dates of training sessions, if any, held
12 during the prior 12 month period and a statement that attendance records for
13 such sessions are available for inspection;

14 (b) A statement regarding whether acknowledgments of receipt of
15 the discrimination and harassment policy has been received for all
16 employees hired during the previous twelve months at its Las Vegas facility
17 and a statement that such acknowledgements are available for inspection;

18 (c) A report detailing any changes of the procedures or record-
19 keeping methods for centralized tracking of discrimination complaints and
20 the monitoring of such complaints within thirty (30) days before
21 implementing such changes.

22 3. Semi-Annual Reports:

23 (a) Throughout the term of this Decree, America West shall submit
24 semi-annual reports to the EEOC regarding internal complaints of
25 discrimination or harassment at its Las Vegas facility during the applicable
26 reporting period.

1 **(b)** For each internal complaint, the semi-annual reports shall
2 (i) summarize the nature of the complaint, (ii) list the date the complaint was
3 received, (iii) list the date the complaint was resolved, (iv) summarize
4 America West's findings, and (v) summarize any corrective action and/or
5 discipline taken in response to the complaint.

6 **(c)** The semi-annual reports shall enable the tracking of multiple
7 complaints by or against a single employee.

8 **(d)** In conjunction with each semi-annual report, an Employee
9 Relations representative at the Director level or higher shall audit each
10 internal complaint investigation to ensure that such complaints were handled
11 in accordance with America West's internal policy for handling complaints
12 of harassment, discrimination and retaliation, especially with respect to
13 multiple complaints received regarding the same individual. The semi-
14 annual report shall include information on the results of the audit.

15 **(e)** Anna Y. Park, Peter F. Laura and/or Derek W. Li shall review
16 the semi-annual reports on behalf of the EEOC. If, after reviewing any
17 semi-annual report, they have concerns that America West may have failed
18 to appropriately investigate or respond to an internal complaint, then they
19 may request and review particular documents related to such internal
20 complaint. If America West objects to all or part of any such document
21 request, then the parties shall utilize the dispute resolution process set forth
22 in Section VII.

XI.

COSTS OF ADMINISTRATION AND IMPLEMENTATION
OF CONSENT DECREE

America West shall bear all costs associated with its administration and implementation of its obligations under this Decree.

XII.

COSTS AND ATTORNEYS' FEES

Each party shall bear its own costs of suit and attorneys' fees.

XIII.

MISCELLANEOUS PROVISIONS

A. During the term of this Decree, America West shall provide any potential successor-in-interest with a copy of this Decree within a reasonable time of not less than thirty (30) days prior to the execution of any agreement for acquisition or assumption of control of any or all of America West's facilities, or any other material change in corporate structure, and shall simultaneously inform the EEOC of same.

B. During the term of this Decree, America West and its successors shall assure that each of its officers, managers and supervisors is aware of any term(s) of this Decree that may be related to his/her job duties.

C. Unless otherwise stated, all notices, reports and correspondence required under this Decree shall be delivered to the attention of the Regional Attorney, Anna Y. Park, U.S. Equal Employment Opportunity Commission, Los Angeles District Office, 255 E. Temple St., 4th Fl., Los Angeles, CA. 90012.

///

///

///

D. The parties agree to entry of this Decree and judgment subject to final approval by the Court.

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

AMERICA WEST AIRLINES, INC.

By: 

Anna Y. Park, Regional Attorney
Attorneys for Plaintiff

By: 

Kevin M. Horan, Managing Director
HR Programs and Services

Date: 4/18/07

Date: 4/25/2007

AMENDED ORDER

GOOD CAUSE APPEARING:

The Court hereby retains jurisdiction and the provisions of the foregoing Consent Decree are hereby approved and compliance with all provisions thereof is **HEREBY ORDERED**. This Order supersedes and replaces the "Consent Decree; Order" entered by the Court on March 20, 2007 (Docket #30).

IT SO ORDERED.

Dated: May 9, 2007

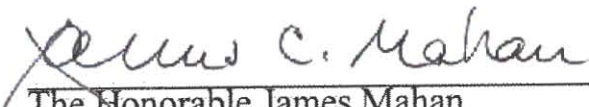

The Honorable James Mahan
United States District Court Judge

EXHIBIT A

NOTICE TO ALL EMPLOYEES

This Notice is posted pursuant to a Consent Decree entered by the federal court in EEOC v. America West Airlines, Inc., Case No. CV S 05-1206 JCM GWF (D. Nev.), settling a lawsuit filed by the U.S. Equal Employment Opportunity Commission ("EEOC").

In its suit, the EEOC alleged that America West subjected a class of employees to sexual harassment and an employee to retaliation in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). America West denies the allegations.

To resolve this lawsuit, the parties have entered into a Consent Decree that requires America West to:

- 1) provide monetary relief to the class of employees;
- 2) not permit sexual harassment in the future;
- 3) Retain a consultant to review America West's employment policies;
- 4) provide periodic reports to the EEOC summarizing any complaints of sexual harassment; and
- 5) provide additional training to management and human resources employees in Las Vegas, Nevada regarding investigating and responding to complaints of sexual harassment.

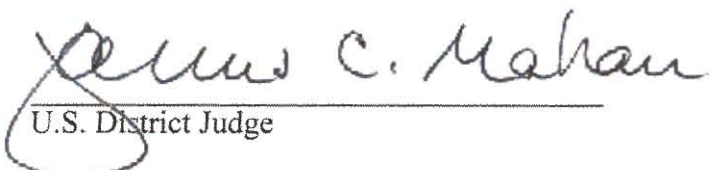
The EEOC enforces the federal laws against discrimination in employment on the basis of disability, race, color, religion, national origin, sex, pregnancy, and age. If you believe you have been discriminated against, you may contact the EEOC at 333 Las Vegas Boulevard South, Suite 8112, Las Vegas, NV (702) 388-5099. The EEOC charges no fees and has employees who speak languages other than English.

No action may be taken against you by any management official of America West for: (1) opposing discriminatory practices made unlawful by federal law, (2) filing a charge or assisting or participating in the filing of a charge of discrimination, or (3) assisting or participating in an investigation brought under Title VII. Should any such retaliatory actions be taken against you, you should contact the EEOC at the address listed above.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for three (3) years from the date below and must not be altered, defaced or covered by any other material.

May 9, 2007
Date: _____



U.S. District Judge