

FILED

SEP 06 2002

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY
DEPUTY CLERK

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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
Del Rio Division

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION, §
§

Plaintiff, §
§

and §

CHRISTINA REYES AND JOHN REYES, §

Plaintiff - Intervenors; §
§

vs. §

RAY RAMON d/b/a CASA DEL SOL, §
et al., §

Defendants. §

C. A. No. DR-01-CA-24

CONSENT DECREE

I INTRODUCTION

1. The parties to this Consent Decree are the Plaintiff, United States Equal Employment Commission (“EEOC”); Plaintiff-Intervenors, Christina Reyes and John Reyes (“Reyes”); and Defendants, Romeo Ramon, Individually; Texas Valley Health Services, Inc., in its corporate capacity and d/b/a Casa Del Sol; Primary Home Health Care Services of South Texas, Inc., in its corporate capacity and d/b/a Casa Del Sol; and South Texas Nursing Care, Inc. (collectively referred to as “Defendants”). This Consent Decree resolves the above-referenced Civil Action

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No. DR01CA24. The EEOC initiated this lawsuit under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.* ("Title VII"), and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a. The Complaint was filed to correct unlawful employment practices on the basis of sex and to provide appropriate relief to Christina T. Reyes who was adversely affected by this practice. The Commission alleged Defendants sexually harassed Ms. Reyes because of her sex, female, by making sexually crude and offensive statements, requesting sexual favors, threatening bodily harm, and sexually assaulting Ms. Reyes. In addition, the Commission alleged that Christina T. Reyes was forced to quit her employment with Defendants because of the harassment.

2. The EEOC, Reyes, and Defendants wish to settle this action without the necessity of further litigation, pursuant to the terms delineated in this Consent Decree. THEREFORE, it is ORDERED, ADJUDGED AND DECREED as stated herein.

II MISCELLANEOUS MATTERS

3. This Court has jurisdiction of the subject matter of the action and the parties, venue is proper, and all administrative prerequisites to the filing of this action have been met. The Complaint states claims on behalf of Reyes, which, if proved, would authorize this Court to grant relief against Defendants, pursuant to Title VII.

4. This Consent Decree resolves those claims and causes of action against Defendants raised in EEOC's Complaint and Plaintiffs - Intervenors' Complaint, and any amendments thereto, in this case. EEOC waives further litigation of all issues raised in the above-referenced Complaint. 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 Defendants.

5. Defendants are individually, jointly and severally, liable to perform all the obligations

contained in this Consent Decree, and in particular, those contained in paragraphs 7, 8, 9, 10, 11, 12 and 15.

6. The duration of this Consent Decree shall be two (2) years from the date of its filing with the Court. This Court shall retain jurisdiction of this action during the period of this Consent Decree and may enter such other and further relief as it deems appropriate to ensure implementation and enforcement of its provisions. Any violation of the Consent Decree by Defendants or their agents or assigns shall toll the running of this two (2) year period as of the date of the violation. If the Court subsequently determines this Consent Decree was violated the two-year period shall recommence and continue from the date of entry of an Order setting out such a violation or until such time as ordered by the Court. Should the Court find this Consent Decree was not violated, the two-year period shall recommence, retroactive to the date of the filing of the pleading alleging that a violation had occurred.

III RELIEF TO PLAINTIFF - INTERVENORS

7. Defendants will pay funds totaling \$225,000.00 to Christina T. Reyes. Payment of this sum will be made as follows: (a) the first installment of \$200,000.00 will be made on or before the date this Consent Decree is signed by the first party; (b) the remaining \$25,000.00 will be paid in twenty-four (24) equal installments in the amount of \$1,041.66, with the first installment due and payable on or before the first day of August 2003; and © the remaining twenty-three (23) installments will be made on or before the first day of the month during each calendar year commencing on September 1, 2003. During the first twenty-four (24) months of said time period, the balance due is not subject to interest. Beginning on the first day of the twenty-fifth (25) month of said time period, the remaining balance due will bear interest at six percent (6%) interest per

annum. Payments will be paid to Yvonne Trevino, c/o Christina T. Reyes, Law Offices of Yvonne Trevino, 5555 Fredericksburg Road, Suite 202, San Antonio, Texas 78229. Upon payment in full of the balance due, Reyes agree to join Defendants in filing a joint motion to dismiss their claims and causes of action herein and execute a release of all claims and causes of action.

8. A copy of the settlement checks and any accompanying transmittal documents shall be forwarded to Robert B. Harwin, Regional Attorney, San Antonio District Office, United States Equal Employment Opportunity Commission, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

9. Defendants will provide Reyes with mutually acceptable collateral to secure the balance due as stated above, within sixty (60) days after the effective date hereof. If after sixty days, the Defendants fail to designate collateral with sufficient value to cover two (2) times the value of the \$25,000.00 (the "Debt") remaining to be paid under this Consent Decree, the Parties agree that the Plaintiff may designate collateral from the following list of assets to serve as security for the Debt, to-wit, all vehicles owned by Defendants, more fully described in Exhibit "A."

10. Security Agreement. Reyes shall have thirty (30) days to designate the collateral (any property designated by Reyes shall hereinafter be referred to as the "Collateral") to secure the Debt. The Parties agree that the Defendants shall grant unto Reyes a continuing lien and security interest in and to all of the Collateral that is personal property to the full extent that said property may be subject to the Uniform Commercial Code of the State of Texas. In addition to and cumulative of any other remedies granted in this instrument to Reyes, Reyes may, upon or at any time after default under this Consent Decree proceed under the Uniform Commercial Code as to all or any part of the Collateral and shall have and may exercise with respect to the Collateral all the

rights, remedies and powers of a secured party under said Uniform Commercial Code, including, without limitation, the right and power to sell, at public or private sale or sales, or otherwise dispose of, lease or utilize the Collateral and any part or parts thereof in any manner authorized or permitted under said Uniform Commercial Code after default by a debtor, and to apply the proceeds thereof toward payment of any costs, expenses, attorneys' fees and legal expenses thereby incurred by Reyes, and toward payment of the Debt in such order or manner as Reyes may elect. Among the rights of Reyes upon and after the occurrence of an event of default, Reyes shall have the right to take possession of the Collateral and to enter upon any premises where the same may be situated for such purpose and, prepare the Collateral for sale, lease or other use or disposition as herein authorized. To the extent permitted by law, Defendants expressly waive any notice of sale or other disposition of the Collateral and any other rights or remedies of a debtor or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of Reyes existing after default hereunder.

11. Financing Statement. Reyes is authorized on behalf of Defendants as Defendants' agent and attorney in fact, for such purpose, to complete and sign one or more UCC-1 financing statements with respect to any and all Collateral covered by this Consent Decree and to file the same in an appropriate office or place.

12. Real Property or Vehicles. If any part of the Collateral constitutes real property, the Defendants agree to execute a Deed of Trust covering said Property. If any part of the Collateral constitutes a motor vehicle(s), the Defendants agree to execute any instruments necessary to record Reyes's lien against such vehicles. Failure to execute the documents referenced herein shall constitute breach of the Consent Decree, and entitle Reyes to actual damages and/or specific

performance.

13. Defendants, their agents, officers, employees, servants, successors, and assigns, are enjoined, during the term of this Consent Decree, from discriminating against any employee on the basis of sex, including, but not limited to, creating a hostile work environment that can lead to a constructive discharge and from engaging in any other act or practice which has the purpose of effect of unlawfully discriminating against any past, present, or future employee on the basis of sex.

IV RELIEF TO EEOC

14. Defendants, their agents, officer, employees, servants, successors, and assigns, shall provide their employees with a place of employment free of discrimination on the basis of sex, and any other form of discrimination made unlawful by Title VII.

15. Defendants, their agents, officers, employees, servants, successors, and assigns, shall post a notice regarding their practices, policies, and intent not to discriminate against any employee, in violation of Title VII. Such notice shall be as set forth in Exhibits "B" and "C," which are attached to this Consent Decree. A copy of each such exhibit shall be posted at Defendants' Texas facilities on all employee bulletin boards and other areas where employees are likely to congregate. The notices shall be posted with ten (10) days of the filing date of this Consent Decree and shall remain posted for the duration of this Consent Decree.

16. Within one hundred twenty (120) days of the date of entry of this Decree, all supervisory and managerial employees employed by Defendants shall participate in EEO sex-based discrimination training of not less than four (4) hours. This training shall explain the Title VII law relating to sex-based discrimination. Within thirty (30) days prior to the date scheduled for this training, Defendants shall furnish to the EEOC a written report describing the sex-based

discrimination training to be attended by the employees referred to in this paragraph, identifying the instructor(s) and describing his/her/their qualifications to conduct such training, and the EEOC shall have the right to approve the training and the instructor(s).

17. Nondiscrimination and Anti-Harassment Policies: Defendants shall ensure that within ninety (90) days of the entry of this Consent Decree, that its nondiscrimination policy meets the following criteria:

- (a) (I) prohibits discrimination against employees on the basis of sex in violation of Title VII; (ii) prohibits any act, policy, or practice that has the effect of harassing or intimidating any employee on the basis of sex in violation of Title VII; and (iii) prohibits any act, policy or practice that has the effect of creating, facilitating or permitting the existence of a work environment that is hostile to employees through acts such as physical/verbal abuse and derogatory comments based on sex in violation of Title VII;
- (b) Defines and provides examples of sexual harassment, said examples to be included in the anti-harassment policy;
- (c) Provides that the complaints of sexual harassment can be made either in writing or verbally;
- (d) Provides for prompt investigation of discrimination complaints and for prompt action, which is appropriate and effective, to remedy the discrimination;
- (e) Provides for prompt written communication to the complaining party upon the conclusion of the investigation, the results of the investigation, and the

remedial actions taken or proposed, if any;

- (f) Provides for disciplinary action for violating Defendants' anti-discrimination policy up to and including discharge; and
- (g) Requires that all employees report incidents of harassment to any supervisor or the person charged with investigating discrimination complaints.


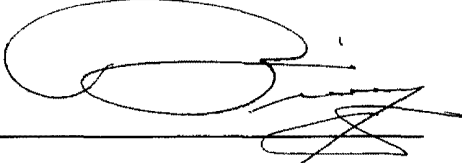
18. The EEOC will have the right to ensure compliance with the terms outlined in the Consent Decree, and if the EEOC determines any of the non-monetary provisions have been breached, it will give Defendants written specifications of such breach, and provide Defendants at least twenty-one (21) days to cure such breach.

19. The terms of this Consent Decree shall be binding upon Defendants, their agents, officers, employees, servants, successors, and assigns, as to the issues resolved herein.

20. The parties to this Consent Decree shall bear their own costs and attorney's fees incurred in this action. The parties agree that, pursuant to Section 706(k) of Title VII, 42 U.S.C., Section 2000e-5(k), there is no "prevailing party" in this action or proceeding.

21. The Clerk shall mail a copy hereof to each attorney of record.

22. Done this 30th day of August, 2002.

FRED BIERY
UNITED STATES DISTRICT JUDGE

EXHIBIT “A”

EXHIBIT A:

**LIST OF DEFENDANTS' VEHICLES
TO BE USED AS COLLATERAL TO SECURES BALANCE DUE**

original exhibit to be filed within 60 of date of the effective date Consent Decree

The vehicles offered herein as collateral are such are titled to the Defendant corporations, used by same as company vehicles however titled, or both, and as to the latter category of vehicles, the defendants will take appropriate action to enable plaintiffs to perfect their lien on same. Excluded from the subject vehicles are the Lincoln Town Car and Mercedes Benz used by defendant Ray Ramon as his personal vehicles. When Defendants have properly identified the subject vehicles, the parties will file a completed Exhibit A, containing the information indicated below, in substitute for this version of said Exhibit. **In the event that Defendants do not designate collateral as set forth in the Consent Decree, Defendants designate as collateral all vehicles owned by Defendant corporations and in the name of Ray Ramon except those specifically excluded herein.**

<u>Vehicle</u>	<u>VIN</u>	<u>Estimated Value</u>
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

CONSENT DECREE

EXHIBIT “B”

NOTICE TO ALL EMPLOYEES

ROMEO RAMON, INDIVIDUALLY, AND SOUTH TEXAS NURSING CARE, INC., ARE FIRMLY COMMITTED TO TREATING EMPLOYEES AND APPLICANTS FOR EMPLOYMENT ACCORDING TO MERIT WITHOUT REGARD TO THEIR RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, OR THEIR HAVING ENGAGED IN ACTIVITY PROTECTED BY TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED. THIS POLICY APPLIES TO ALL EMPLOYMENT DECISIONS, INCLUDING RECRUITMENT, RETENTION, PROMOTION, TRANSFER, LAYOFF AND TERMINATION, AND ALL OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

IF YOU BELIEVE YOU ARE BEING DISCRIMINATED AGAINST IN ANY TERM OR CONDITION OF YOUR EMPLOYMENT OR HARASSED BECAUSE OF YOUR RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, AGE, OR DISABILITY OR HAVING ENGAGED IN TITLE VII-PROTECTED ACTIVITY, YOU ARE ENCOURAGED TO SEEK ASSISTANCE FROM SUPERVISORY PERSONNEL, OR FROM THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, 5410 FREDERICKSBURG ROAD, SUITE 200, SAN ANTONIO, TEXAS 78229-3550, (210) 281-7600 OR 1-800-669-4000.

NO RETALIATORY ACTION MAY BE TAKEN AGAINST YOU FOR SEEKING ASSISTANCE, FILING A CHARGE, OR COMMUNICATING WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION.

EEOC ENFORCES TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, WHICH PROHIBITS EMPLOYMENT DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN; THE AGE DISCRIMINATION IN EMPLOYMENT ACT; THE EQUAL PAY ACT; PROHIBITIONS AGAINST DISCRIMINATION AFFECTING INDIVIDUALS WITH

DISABILITIES; SECTIONS OF THE CIVIL RIGHTS ACT OF 1991, AND TITLE I OF THE AMERICANS WITH DISABILITIES ACT, WHICH PROHIBITS DISCRIMINATION AGAINST PEOPLE WITH DISABILITIES IN THE PRIVATE SECTOR AND STATE AND LOCAL GOVERNMENTS.

EXHIBIT “C”

NOTICE TO ALL EMPLOYEES

ROMEO RAMON, INDIVIDUALLY, TEXAS VALLEY HEALTH SERVICES, INC., IN ITS CORPORATE CAPACITY AND D/B/A CASA DEL SOL; AND PRIMARY HOME HEALTH CARE SERVICES OF SOUTH TEXAS, INC., IN ITS CORPORATE CAPACITY AND D/B/A CASA DEL SOL, ARE FIRMLY COMMITTED TO TREATING EMPLOYEES AND APPLICANTS FOR EMPLOYMENT ACCORDING TO MERIT WITHOUT REGARD TO THEIR RACE, RELIGION, COLOR, NATIONAL ORIGIN, SEX, OR THEIR HAVING ENGAGED IN ACTIVITY PROTECTED BY TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED. THIS POLICY APPLIES TO ALL EMPLOYMENT DECISIONS, INCLUDING RECRUITMENT, RETENTION, PROMOTION, TRANSFER, LAYOFF AND TERMINATION, AND ALL OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

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Respectfully submitted,

GWENDOLYN YOUNG REAMS
Associate General Counsel



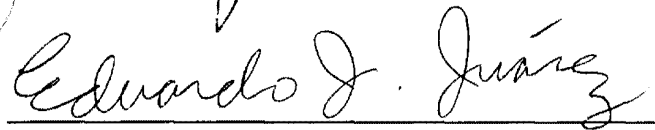
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Regional Attorney
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Supervisory Trial Attorney
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ATTORNEYS FOR PLAINTIFF EEOC



ROGER G. BRESNAHAN

Attorney

Texas State Bar No. 02959460

LAW OFFICE OF ROGER G. BRESNAHAN, P.C.

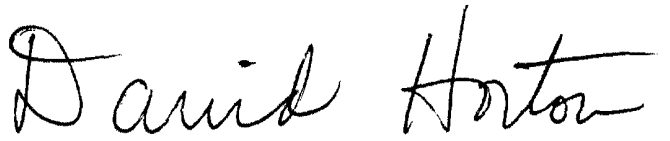
239 East Commerce

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07/30/02

Attorney

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