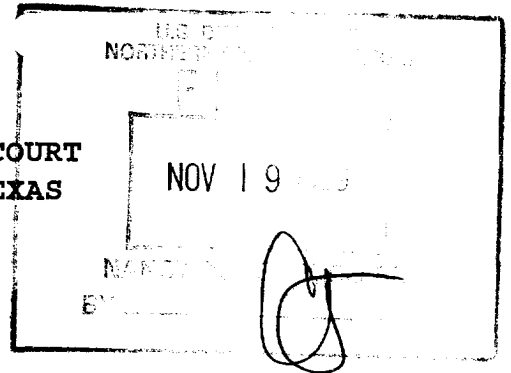


IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

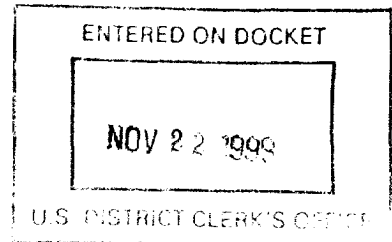
v.

LANSINK CONSULTING, INC. AND
E3 GROUP, INC.

Defendant.

CIVIL ACTION NO.

3-98-CV-2817-G



CONSENT DECREE

This Consent Decree is made and entered into between the Plaintiff, the Equal Employment Opportunity Commission ("EEOC"), and the Defendants, Lansink Consulting, Inc., and E3 Group, Inc. (hereinafter collectively referred to as "the parties").

On December 1, 1998, the Equal Employment Opportunity Commission instituted a lawsuit in the United States District Court for the Northern District of Texas, Dallas Division, Civil Action Number 3-98-CV-2817-G against Defendants, alleging that the Defendants violated the Age Discrimination in Employment Act (ADEA) when they discharged and retaliated against Betty Cartwright because of her age, 62.

The parties hereto desire to compromise and settle the differences embodied in the aforementioned lawsuit, and intend that the terms and condition be set forth in this Consent Decree.

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NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the court finds appropriate, and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Court has jurisdiction to enforce the provisions set forth in this Consent Decree.

2. This Consent Decree resolves all issues, including all like and related issues, raised in the EEOC Charge Numbers 31097261 and 310972789. This Decree further resolves all issues in the Complaint filed by the Commission in this civil action. The Commission does not waive processing or litigating charges other than the above referenced charge.

a. It is understood that this Agreement does not constitute an admission by Defendants of any violation of the Age Discrimination in Employment Act of 1967, as amended.

b. The Commission shall determine whether the Defendants have complied with the terms of this Agreement. This agreement constitutes a full release of all claims Betty Cartwright may have regarding the matters raised in these charges.

3. Defendants agree not to discriminate on the basis of age with respect to recruitment, hiring, termination, or any

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other employment action, and Defendants further agree not to retaliate in any way against any person because of opposition to any practice declared unlawful under the ADEA or because of the filing of a charge, giving testimony, or assisting or participating in any manner in any investigation, proceeding or hearing.

4. Defendants agree to eliminate from any and all employment files pertaining to Betty Cartwright, documents and entries relating to the facts and circumstances surrounding his discharge, the filing of the charge, or the settlement of the claims.

5. Defendants agree to pay Betty Cartwright the gross sum of \$20,000.00 in backpay, lost benefits and liquidated damages in exchange for her execution (and non-revocation) of the Settlement Agreement & Release to be executed separately between Betty Cartwright and Defendants and to which the EEOC is not a party. Defendants shall have no duty to make this payment to Cartwright unless and until Cartwright signs (and does not revoke) the Settlement Agreement & Release within sixty (60) days of the entry of this Consent Decree. Defendants shall deduct and remit all standard payroll taxes from the settlement payment.

a. If Betty Cartwright signs and does not revoke the Settlement Agreement & Release, Defendants shall send

to the EEOC a copy of the check by which Defendants made the settlement payment. The copy of the check shall be sent to: Devika Dubey, EEOC 207 S. Houston Street, Dallas TX 75202. Defendants shall send the EEOC a copy of the check within 14 days after making payment to Betty Cartwright.

6. If Betty Cartwright signs (and does not revoke) the Settlement Agreement & Release and Defendants fail to deliver the Settlement Payment, then Defendants shall pay interest at the rate calculated pursuant to 26 U.S.C. Section 6621 on any unpaid amounts.

7. References to the Settlement Agreement & Release executed between Betty Cartwright and Defendants and referenced in paragraphs 5 and 6 above are not intended and shall not be construed to represent any approval or acceptance by the EEOC of the specific terms contained therein.

8. The parties agree to bear their own costs associated with this action, including attorney's fees.


9. The Commission has the right to specifically enforce the terms of this Decree. Nothing in this Consent Decree can preclude further actions by the EEOC or any other person to remedy any other alleged violations of the ADEA by Defendants.

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10. The Court shall retain jurisdiction of this Action for ninety (90) days, after which this Decree will expire. If Betty Cartwright signs the Settlement Agreement & Release, then this Consent Decree shall remain in force until the earlier of: (a) Betty Cartwright revokes her consent to the Settlement Agreement & Release; or (b) Defendants deliver the Settlement Payment to Betty Cartwright.

APPROVED AS TO FORM AND CONTENT:

FOR THE PLAINTIFF,
THE UNITED STATES
EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION:




ROBERT A. CANINO
REGIONAL ATTORNEY
Oklahoma State Bar. 011782

LAWRENCE MAYS
Supervisory Trial Attorney
Ohio State Bar No. 0038288

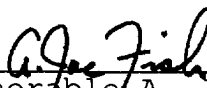
DEVIKA S. DUBEY
Senior Trial Attorney
Hawaii State Bar No. 005599

FOR THE DEFENDANTS,



ROBERT C. RICE
RICE & ASSOCIATES
1010 Lamar, Suite
Houston, Texas 77002

SO ORDERED, ADJUDGED AND DECREED this 19 day
of November, 1999.



The Honorable A. Joe Fish
UNITED STATES DISTRICT COURT JUDGE

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