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SEP 19 1997

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

U.S. DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
FILED
SEP 18 1997
NANCY DOHERTY, CLERK
BY [Signature]
Deputy

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

HOUDA, INC., d.b.a.
UNIVERSITY SHELL CENTER

Defendant.

CIVIL ACTION NO.
3-97-CV1243-R

ENTERED ON DOCKET
SEP 19 1997 PURSUANT
TO F. R. C. P. RULES
58 AND 79a

CONSENT DECREE

This Consent Decree is made and entered into between the plaintiff, the Equal Employment Opportunity Commission (EEOC), and the defendant, d.b.a. University Shell Center, (hereinafter collectively referred to as "the parties").

On March 11, 1997, the Equal Employment Opportunity Commission instituted a lawsuit in United States District Court for the Northern District of Texas, Dallas Division, Civil Action Number 3-97CV1243-R against Defendant, d.b.a. University Shell Center, alleging that the defendant violated the Age Discrimination in Employment Act (ADEA) when it discharged Guy M. Mills from his Full Service Attendant position due to his age, 82.

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

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby

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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 Number 310-96-2146. 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 defendant of any violation of the Age Discrimination in Employment Act of 1967, as amended.

B. Guy M. Mills hereby agrees not to sue defendant with respect to the matters which were alleged in the above referenced charge filed with the Equal Employment Opportunity Commission, subject to performance by the defendant of the promises and representations contained herein. The Commission shall determine whether the defendant has complied with the terms of this Agreement. This Agreement also constitutes a full release of all claims Guy M. Mills may have regarding the matters raised in this Charge.

3. Defendant agrees not to discriminate on the basis of age with respect to recruitment, hiring, termination, or any other employment action, and defendant further agrees 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. Defendant agrees to eliminate from any and all employment files pertaining to Guy M. Mills, documents and entries relating to the facts and circumstances surrounding the filing of the charge or the settlement of the claims.

5. Defendant will change any termination documents to reflect that Guy M. Mills voluntarily resigned. With respect to any employment inquiries regarding Guy M. Mills, defendant's response will be limited to dates of employment, the last position held, and the salary earned.

6. Defendant agrees that, in lieu of training for all managers, and in lieu of notice posting at the service station facility, the EEOC may send, by mail, a notice stating the rights protected by the ADEA to the manager at University Shell Service Center.

7. Defendant agrees to pay Guy M. Mills a total sum of \$12,500 in damages.

a. The payment shall be made in the form of a cashier's check, payable to the claimant. The check shall be mailed to the claimant by certified mail, return receipt requested to the following address:

Guy M. Mills, 621 Ridgedale Drive, Richardson, Texas, 75080.

b. A copy of the check and the certified mail return receipts should be sent to the attention of Nancy S. Brewer at EEOC, 207 S. Houston St., Dallas, Texas 75202, within 14 days after the payment is made.

8. While the parties believe that payments made under this Consent Decree may be taxable income; Defendant shall not make any deductions for the withholding of federal income taxes for for any other purpose. Defendant's payment to Guy M. Mills is deemed to be damages rather than any form of wages or other compensation for services.

9. If defendant fails to tender payment or otherwise fails to timely comply with the terms of this agreement, defendant shall:

a. Pay interest at the rate calculated pursuant to 26 U.S.C. Section 6621 (b) on any untimely or unpaid amounts; and

b. Bear any additional costs incurred by the plaintiff caused by the non-compliance or delay of the Defendant. The Commission reserves the right to seek contempt sanctions for non-payment and non-compliance with this Court Order and Judgment.

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

11. The Commission has the right to specifically enforce the terms of this Decree. Nothing in this Consent Decree can preclude future action by the EEOC or any other person to remedy any other alleged violations of the ADEA by Defendant.

12. The Court shall retain jurisdiction of this action until such time as all monies are paid under the terms of this decree. Upon payment of all monies owed, this Decree will expire.

SO ORDERED, ADJUDGED AND DECREED this 17 day of Sept, 1997.

APPROVED AS TO FORM AND CONTENT:

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



JEFFREY C. BANNON
REGIONAL ATTORNEY
Connecticut Bar. 301166

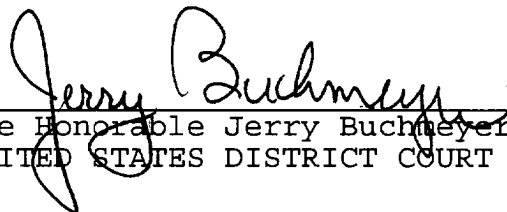
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The Honorable Jerry Buchmeyer
UNITED STATES DISTRICT COURT JUDGE