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WESTERN DISTRICT OF TEXAS
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IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION 2003 OCT 17 AM 11:07

WESTERN DISTRICT OF TEXAS
U.S. CLERK'S OFFICE
BY: [Signature] DEPUTY

EQUAL EMPLOYMENT OPPORTUNITY §
COMMISSION, §

Plaintiff, §

v. §

WILLIAMSON COUNTY CABLEVISION §
COMPANY, §

Defendant. §

Civil Action No. A-03-CA-690-SS

CONSENT DECREE

The parties to this Consent Decree are the Plaintiff United States Equal Employment Opportunity Commission ("EEOC") and Defendant Williamson County Cablevision Company ("WCCC"). This Consent Decree resolves all issues, controversies, claims and/or causes of action asserted by and/or on behalf of Juan Espinoza in the above-referenced Civil Action No. 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 EEOC's Complaint was filed to correct alleged unlawful employment practices on the basis of national origin and retaliation and to provide appropriate relief to Juan Espinoza, who was allegedly adversely affected by such practices.

The EEOC and WCCC wish to settle this action without the necessity of further litigation, pursuant to the terms delineated in this Consent Decree. By entering into this Consent Decree, WCCC expressly denies the validity of any claim and/or cause of action asserted in the Complaint, and WCCC enters into this Consent Decree for the sole purpose of avoiding the expenses associated with this litigation. WCCC further asserts that by entering into this Consent Decree it makes no

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admission of liability or wrongdoing and makes no admission that its alleged conduct was improper, discriminatory or illegal in any respect.

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. This Court has jurisdiction of the subject matter of the action and the parties, venue is proper. The Complaint states claims on behalf of Juan Espinoza, which, if proved, would authorize this Court to grant relief to Juan Espinoza pursuant to Title VII.

2. This Consent Decree resolves all issues and/or causes of action asserted by and/or on behalf of Juan Espinoza, as alleged in the EEOC's Complaint. The EEOC waives further litigation of these issues, causes of action and/or claims as alleged in this Civil Action, and those claims raised in Juan Espinoza's charge of discrimination, Charge Number 360 A2 01495. The 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 WCCC.

3. The duration of this Consent Decree shall be from the date of entry of this Decree until June 17, 2004 (the "term"). This Court shall retain jurisdiction of this action during the term 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 established and substantive violation of the Consent Decree by WCCC, or its agents or assigns shall toll the running of this term as of the date of the violation. If the Court subsequently determines this Consent Decree was violated, the term 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 term shall recommence, retroactive to the date of the filing of the pleading alleging that a violation had occurred.

4. If the EEOC believes that WCCC has violated any provision of this Consent Decree during the term hereof, it shall notify WCCC's legal counsel in writing of the alleged violation (the "Violation Notification"). The Violation Notification must be delivered to WCCC's legal counsel James M. Gary, Akin, Gump, Strauss, Hauer & Feld, L.L.P., 300 West 6th Street, Suite 2100, Austin, Texas 78701, within 30 days after the EEOC becomes aware of a potential violation of the Consent Decree. The Violation Notification shall state the paragraph(s) and provision(s) of this Consent Decree alleged to have been violated and a statement of the facts and circumstances relied upon as the basis for the EEOC's claim of violation. WCCC will have 60 days from receipt of the Violation Notification to respond to the EEOC in writing regarding the alleged violation. If the parties cannot reach an agreement regarding the alleged violation, the EEOC may apply to the Court for enforcement of the provision(s) of this Consent Decree alleged to have been violated by WCCC and seek appropriate relief pursuant to Title VII.

5. Within seven (7) days of the of entry of this Decree, or the delivery of the limited release executed by Juan Espinoza, whichever is later, WCCC, in settlement of this dispute, shall pay the sum of \$1,000.00 (ONE THOUSAND DOLLARS AND 00/100 DOLLARS) to Juan Espinoza. Said settlement amount shall be mailed directly to Juan Espinoza, 2207 San Jose Street, Georgetown, Texas 78626. A copy of the settlement check and any accompanying transmittal documents shall be forwarded to the EEOC to the attention of Judith G. Taylor, Supervisory Trial Attorney, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

6. WCCC, its agents, officers, employees, and servants, in furnishing oral or written references concerning Juan Espinoza, to prospective employers shall make no mention of the filing of this Complaint or the charge filed by Juan Espinoza. This provision shall survive the expiration of the Decree. The provisions of this paragraph 6 shall only apply in the event WCCC is contacted

by any person or entity for an employment reference regarding Juan Espinoza and such request for an employment reference is directed to Director of Human Resources, Williamson County Cablevision Company, 3015 Loop 232 SE, Tyler, Texas 75701.

7. Defendant WCCC shall remove from the personnel file of Juan Espinoza all negative information contained therein concerning or pertaining to his employment with WCCC, including all reprimands, disciplinary recommendations and/or actions, and maintain these records in a separate and sealed file. Said information shall not, without court order, be made available or provided to any person or entity not directly affiliated with WCCC. This provision shall survive the expiration of the Decree.

8. WCCC, its 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 national origin, including but not limited to discharging an employee on the basis of his national origin in violation of Title VII. WCCC is also enjoined from engaging in retaliation in any manner against any past, present or future employees for opposing any employment practice made unlawful by Title VII, or for filing a discrimination charge, giving testimony or assistance, or participating in any manner in any investigation, proceeding, hearing or action involving a Title VII employment complaint.

9. WCCC, its agents, officers, employees, servants, successors, and assigns, shall provide its employees with a place of employment free of discrimination in violation of Title VII on the basis of national origin and/or retaliation.

10. WCCC, its agents, officers, employees, servants, successors, and assigns, shall retain its practice of maintaining EEOC poster at WCCC's Georgetown, Texas, facility in an area where

employees are likely to congregate. The poster shall remain posted for the duration of this Consent Decree.

11. The EEOC and WCCC shall have the right to ensure compliance with the terms of this Consent Decree.

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

13. 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.

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

SO ORDERED.

Signed this 16th day of October, 2003.



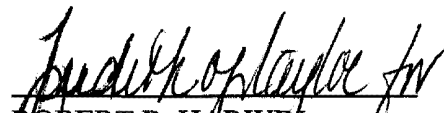
SAM SPARKS
UNITED STATES DISTRICT JUDGE

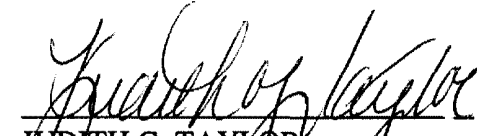
Respectfully submitted,

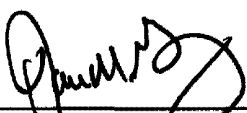
ERIC S. DREIBAND
General Counsel

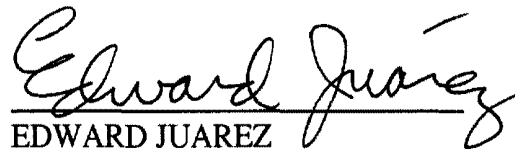
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