

United States Courts  
Southern District of Texas  
ENTERED

**Michael N. Milby, Clerk of Court**

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**JURY TRIAL DEMANDED**

B. On June 29, 2004, the Commission filed this action alleging that Defendant discriminated against Gronberg in violation of Section 703(a) of Title VII by discharging him in retaliation for his opposition to his white supervisor's instructions to impose improper and harsh standards on African American and female employees so

that the Defendant could give hiring preference to white males.

C. Minorplanet Systems USA, Ltd. denied all of the allegations of discrimination and retaliation lodged by the EEOC.

D. The parties have resolved all issues raised in this litigation and wish to avoid protracted and expensive litigation. Accordingly, the parties have agreed to settle this lawsuit. Neither Defendant' consent to the entry of this Consent Decree nor any of the terms set forth in it shall constitute or be construed as an admission of any Title VII violation. The parties agree that this Consent Decree is being entered into for the sole purpose of compromising disputed claims without the necessity for protracted litigation. This Consent Decree resolves all issues raised in the complaint of the EEOC and the parties accept this Consent Decree as final and binding among themselves as to the issues resolved herein. This Consent Decree shall not constitute an admission, an adjudication or a finding on the merits of the case.

E. The Commission and Minorplanet Systems USA, Ltd. stipulate to the jurisdiction of the Court and the satisfaction of all administrative prerequisites. No party shall contest the jurisdiction of this Court to enforce this Consent Decree.

F. The parties further waive hearing and entry of findings of fact and conclusions of law on all issues.

IT IS ORDERED that:

1. This Consent Decree is entered in full and complete settlement of any and all claims made by the Commission arising out of or asserted in Civil Action No. H-00-3369 and the above-referenced Charge on behalf of Ms. Luckett.
2. Minorplanet Systems USA, Ltd. and its agents are enjoined during the

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term of this Consent Decree from <sup>A</sup>Violating Title VII by a) retaliating against anyone who i) opposes conduct proscribed by Title VII or ii) participates in any investigation of a claimed violation of Title VII; and/or b) discriminating against African American applicants or employees as to the imposition of discipline and/or in the recruitment, hiring and promotion of employees. Minorplanet shall not engage in any employment practice which discriminates against any applicant, employee or former employee because of that person's race, African American, in violation of Title VII. Minorplanet shall not give any preference to white applicants and/or employees in the hiring, retention or promotion of employees. Minorplanet Systems USA, Ltd. further agrees shall not retaliate against any individual who has opposed any practice made an unlawful employment practice under Title VII or who has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under Title VII or in connection with this case.

In the event that the EEOC claims that Minorplanet or Remote Dynamics has breached a provision of this injunction, all standard burdens of proof will be operative.

3. Minorplanet Systems USA, Ltd. agrees that within thirty days after entry of this Decree it will conspicuously post copies of the attached notice (Exhibit "A") in areas accessible to all employees or other persons working at its Richardson, Texas location for a period of two and a half years from the date the Decree is entered.
4. Minorplanet Systems USA, Ltd. will provide an independent experienced

training person or group who shall provide a program on employment discrimination, including the law relating to Title VII, to all management level employees and any other staff involved in recruitment and/or hiring of staff, whether characterized as employees, independent contractors or otherwise. The training shall be completed not later than September 30, 2005, or within six(6) months from the date the Consent Decree is entered, whichever date is later. Defendant shall submit to the EEOC at least thirty days in advance of the program the name of the program provider and a curriculum outline indicating the information to be addressed during the program and copies of all agendas and materials to be distributed at the training seminar. The person who shall administer the training will be either attorney(s) or person(s) possessing at least five years of experience in labor and employment law. Written acknowledgment of receipt of the training shall be obtained by Defendant from all individuals attending the training and retained among the employment records of Defendant.

*acknowledge JRS*  
This training must ~~inculcate~~ *inculcate* the terms of the injunction, Minorplanet's legal obligations thereunder, and this staff's particular responsibilities under Title VII. Attendees must be advised that failure to comply with the terms of this Consent Decree will be grounds for discipline, including, but not limited to demotion, transfer, and termination. A copy of the attendance list shall be mailed by counsel for Defendant to the EEOC's undersigned counsel of record within one month of the training.

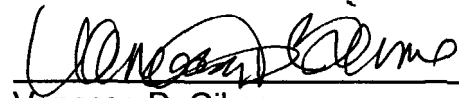
5. Any person making inquiry about Mr. Gronberg's employment with Defendant will be provided neutral information such as dates of employment, *JRS* ~~and that he resigned.~~

~~Remote Dynamics will provide a letter to Mr. Gronberg reflecting this information.~~ At Mr. Gronberg's request, the company or its successor will also provide information regarding his salary. *JRG*

6. Each party to this Consent Decree shall bear their own costs and attorney's fees.
7. This Consent Decree shall remain in effect for two and a half years from the date of signing. During the period that this Consent Decree shall remain in effect, the Court shall retain jurisdiction to assure compliance with this Consent Decree and to permit entry of such further orders or modifications as may be appropriate. Any party hereto is authorized to seek Court-ordered enforcement of this Consent Decree in the event of a breach of any of the provisions herein.
8. This Consent Decree shall be binding on Defendants and all of Defendants' subsequent successors-in-interest, including Remote Dynamics Inc. and Defendants will notify all such subsequent successors-in-interest of the existence and terms of this Consent Decree. As used herein, successors-in-interest shall mean a company or other entity which succeeds to the corporate entity of Defendant. In the event that there is a successor in interest, *to Remote Dynamics Inc. JRG* the EEOC's designated representative shall be immediately notified.
9. Nothing in this Consent Decree shall be construed to preclude the Commission from filing a separate action in the future on behalf of anyone other than Mr. Gronberg, *or Mr. Lockett. JRG* under Title VII, or any other statute which the Commission enforces, for any alleged pending or subsequent violations by Defendant not resolved by this Decree.

10. Each signatory certifies that he or she is authorized to execute this document on behalf of the party or parties whom they represent.

Signed this 11<sup>th</sup> day of November, 2004 at Houston, Texas.



Vanessa D. Gilmore  
United State District Judge

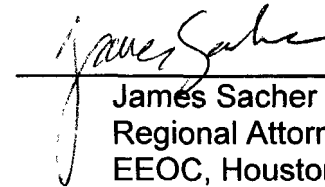
AGREED AND CONSENTED TO:

ATTORNEY FOR Defendant  
Minorplanet Systems USA, Ltd.



Pat Nelligan  
Nelligan, Tarpley, Andrews & Foley  
Attorney -in- Charge  
TBN: W966000  
1700 Pacific Suite 2600  
Dallas, Tx. 75201  
(214) 840-5300  
fax (214) 840-5301

ATTORNEY FOR PLAINTIFF  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION



James Sacher  
Regional Attorney  
EEOC, Houston District Office  
1919 Smith, 7<sup>th</sup> Floor  
Houston, Texas 77079  
(713) 209-3398  
Fax (713) 209 3402  
TBN: 17503300  
Southern District of Texas No. 13536

# **NOTICE**

## **AS REQUIRED UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED**

**THIS NOTICE TO EMPLOYEES OF REMOTE DYNAMICS INC IS BEING POSTED REGARDING RACE DISCRIMINATION AND RETALIATION IN THE WORK PLACE UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED.**

1. Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's sex, race, color, religion, national origin, age or disability with respect to compensation, hiring or other terms, conditions or privileges of employment.
2. Remote Dynamics Inc. supports and will comply with such Federal law in all respects and will not take any action against employees because they have exercised their rights under the law by filing charges with the Equal Employment Opportunity Commission (EEOC), and/or have provided information to the EEOC.
3. Remote Dynamics Inc. prohibits race discrimination and all other forms of discrimination and will not engage in the practice of altering the terms and conditions of employment on the basis of an employee's sex, race, color, religion, national origin, age or disability.
4. Race discrimination is expressly prohibited and constitutes an unlawful discriminatory employment practice. Such discriminatory employment practices will not be tolerated at Remote Dynamics Inc.
5. Any employee who feels he/she is the target of such discrimination is advised to report this action promptly to Carolyn Boyles, Manager, Human Resources.

SIGNED this \_\_\_\_\_ day of November, 2004.

\_\_\_\_\_, President  
Remote Dynamics Inc.

This NOTICE shall be posted for thirty months from date of signing.  
**Exhibit "A"**