

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

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	CIVIL ACTION NO.
Plaintiff,)	3-06-CV-1731-P
)	
v.)	
)	
ALLIEDBARTON SECURITY)	
SERVICES, LLC)	
)	
Defendant.)	

CONSENT DECREE

This Consent Decree is made and entered into between the Plaintiff, the Equal Employment Opportunity Commission (“EEOC”), and the Defendant, AlliedBarton Security Services, LLC (“AlliedBarton” or “Defendant”), hereinafter collectively referred to as “the parties.”

On September 22, 2006, 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 3-06-CV-1731-P, against Defendant, alleging that the Defendant violated Title VII of the Civil Rights Act of 1964 (Title VII) when it allegedly discriminated against Mr. Wilson Korir by subjecting him to disparate terms and conditions of employment, resulting in adverse employment actions and constructive discharge because of his national origin, African (Kenyan), and his accent. Defendant denies Mr. Korir was subjected to any form of discrimination on the basis of his national origin or accent.

The parties hereto desire to compromise and settle the differences embodied in the aforementioned lawsuit, and intend that the terms and conditions 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 acknowledged, the parties agree as follows, the Court finds appropriate, and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Consent Decree resolves all issues, including all like and related issues, raised in EEOC Charge Number 310-2005-02708. This Decree further resolves all issues raised in the Complaint filed by the Commission in this civil action.

2. Defendant agrees not to allow employees to be subjected to disparate terms and conditions of employment or other forms of discrimination based on accent or national origin. To that end, the Defendant further agrees to take proactive steps to ensure a workplace free of discrimination against persons because of their accent, language or other characteristics of their national origin.

3. Defendant agrees to post the Notice appended hereto as Attachment "A" on the employee bulletin board at its Dallas Regional Office within ten (10) days after the entry of this Consent Decree. Defendant will report to the EEOC that it has complied with this requirement within thirty (30) days after posting the notice. Defendant similarly agrees to allow placement of the Notice on the EEOC bulletin board at the Williams Square Building. These postings will remain in place at these locations for six (6) months.

4. Defendant agrees to include a notice in the "Read File" at all sites in the Dallas Region to remind employees that AlliedBarton is constantly reviewing and reinforcing policies against

discrimination in the workplace. This notice will inform employees that discrimination based on an individual's national origin, constitutes unacceptable conduct and will not be condoned.

5. AlliedBarton agrees to remove from its records any notations, remarks, and written disciplinary warnings which may be contained in Mr. Wilson Korir's personnel file if they relate in any way to the employment decisions or claims of discrimination which underlie the EEOC Charge filed by Mr. Korir. Further, AlliedBarton agrees to provide any employer or prospective employer a letter of reference for Mr. Korir. The reference will include the dates of employment, salary history and a statement that Mr. Korir left voluntarily. AlliedBarton will provide Mr. Korir a reference letter, which he may then use. (A copy of the letter is attached hereto as Attachment "B.") If a third party making an inquiry about Mr. Korir asks if AlliedBarton would consider him "eligible for rehire", the answer will be in the affirmative. All such inquiries should be directed to Vice President of Human Resources Deborah Brantley at (610) 239-1162.

6. Defendant agrees to conduct "Civil Treatment" training for all employees of Defendant's Dallas Regional Facility, advising them of the requirements and prohibitions of Title VII of the Civil Rights Act of 1964. The training will inform the employees of the various methods by which employees of AlliedBarton can complain and/or voice concerns about the workplace. The training will also include a specific discussion or instruction relating to accent and language-related national origin discrimination. The training shall be at least two (2) hours in duration and be provided to supervisory and non-supervisory personnel, who work with or have responsibility for the Security Officers. No less than ten (10) days before the training is conducted, Defendant agrees to give written notice to the EEOC as to the date and location of the

training, the name and qualifications of the person(s) providing the training and the substance of the training. All materials used in conjunction with the training shall be forwarded to the EEOC. The parties agree that the costs associated with this training will be approximately four thousand five hundred dollars (\$4,500). Within ten (10) days following the training, Defendant shall submit to the EEOC confirmation that the training was conducted, and a list of attendees.

7. Defendant agrees to pay Charging Party, Wilson Korir, the gross sum of eighteen thousand dollars (\$18,000) in full and final settlement of the claims asserted in this dispute. Five thousand dollars (\$5,000) of this amount shall be treated as wages under Title VII of the Civil Rights Act of 1964, as amended, and is thus subject to legal deductions and withholding. The remaining balance of thirteen thousand dollars (\$13,000) shall be considered other damages under the Civil Rights Act of 1991, for which Mr. Korir will be personally responsible for payment of applicable taxes. In conjunction with the aforementioned payment, Mr. Korir shall provide AlliedBarton with a fully executed W-4. In conjunction with the thirteen thousand dollars (\$13,000), Mr. Korir shall provide AlliedBarton with a fully executed Form W-9. Mr. Korir shall, at year end, receive a form W-2 and 1099 with regard to the above-noted payments. Payment shall be made by check payable to "Wilson Korir," and mailed to him at:

Wilson Korir
9448 Forest Lane, Apt. No. 105
Dallas, Texas 75243

Payment shall be mailed within fourteen (14) days after entry of this Consent Decree.

8. Defendant agrees to report to the EEOC within thirty (30) days of the effective date of this Consent Decree regarding its compliance with the arrangements set forth in paragraphs 3-7

above. All reports to the EEOC required by this Decree shall be sent to Robert A. Canino, Esq., Regional Attorney, 207 S. Houston Street, 3rd Floor, Dallas, Texas 75202.

9. Unless good cause shown, if Defendant fails to tender payment or otherwise fails to timely comply with the terms of paragraph 7 above, Defendant shall:

- a. Pay interest at the rate calculated pursuant to 26 U.S.C. § 6621(b) on any untimely or unpaid amounts; and
Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

10. The parties agree to bear their own costs associated with this action, including attorneys' fees.

11. The parties have 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 Title VII by Defendant.

12. The effective date of this Decree shall be the date upon which it is signed for approval by the Court.

13. The term of this Decree shall be for one (1) year from the effective date. The Court shall retain jurisdiction to enforce the terms of this Decree.

14. It is further agreed and understood between the parties that this Agreement is entered into voluntarily by both parties, and that the payment and benefits conferred herein are not to be construed as admission of liability on the part of the persons, corporations and entities hereby released, by whom liability is expressly denied.

APPROVED AS TO FORM AND CONTENT:

FOR THE PLAINTIFF,
FOR THE DEFENDANT,
EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION:

ALLIEDBARTON SECURITY
SERVICES, LLC.:

/S/
Robert A. Canino,
Regional Attorney
OK State Bar No. 011782


/S/
Deborah T. Pecci, Attorney
Vice President and Deputy General Counsel
PA State Bar No. 63737

U.S. Equal Employment Opportunity
Commission
Dallas District Office
207 S. Houston Street – 3rd Floor
Dallas, Texas 75202
Ph. (214) 253-2750
e-mail: robert.canino@eeoc.gov

AlliedBarton Security Services, LLC
3606 Horizon Drive
King of Prussia, Pennsylvania 19406
Ph. (610) 239-1168
e-mail: deborah.pecci@alliedbarton.com

and
Jonathan D. Loegel, Attorney
GA State Bar No. 755706
Martenson Hasbrouck & Simon LLP
3379 Peachtree Rd., Suite 400
Atlanta, Georgia 30326
Ph. (404) 909-8110
e-mail: jloegel@martensonlaw.com

SO ORDERED, ADJUDGED AND DECREED this 19th day of March, 2007.



JORGE A. SOLIS
UNITED STATES DISTRICT JUDGE

ATTACHMENT “A”

NOTICE TO ALL EMPLOYEES

This NOTICE is being posted pursuant to an agreement between ALLIEDBARTON SECURITY and the U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC). This NOTICE will be conspicuously posted for a period of six (6) months at the Dallas Regional Facility in all places where employment notices are posted. It must not be altered, defaced, or covered by any other material.

POLICY: Discrimination of any kind can and often will detract from employees’ job performance, discourage employees from remaining on the job, keep employees from advancing in their careers and lowers overall employee morale and productivity. It is the policy of AlliedBarton Security that discrimination based on an individual’s national origin, or because of his or her ancestor’s place of origin; or because an individual has the physical, cultural or linguistic characteristics of a national origin group constitutes unacceptable conduct and will not be condoned.

PURPOSE: It is the purpose of this policy to reaffirm and amplify the position of Title VII of the Civil Rights Act of 1964, as amended, and the Equal Employment Opportunity Commission’s guidelines on national origin discrimination, and to reiterate AlliedBarton Security’s policy against discrimination, including national origin discrimination.

SCOPE: This policy extends to all employee of AlliedBarton Security, including management, non-management, temporary and/or probationary personnel.

DEFINITION: Discrimination based on national origin occurs when an employment decision is made based on a person’s birthplace, ancestry, culture or linguistic characteristics common to a specific ethnic group rather than on legitimate factors. Title VII’s prohibition of discrimination includes discrimination in hiring, firing, promotions, wages, job assignments, fringe benefits and other terms and conditions of employment. Equal employment opportunity cannot be denied because of marriage or association with persons of a national origin group; membership or association with specific ethnic promotion groups; attendance or participation in schools, churches, temples or mosques generally associated with a national origin group; or a surname associated with a national origin group.

RESPONSIBILITY: Each level of management is responsible for ensuring that all personnel policies, procedures, and activities are in full compliance with applicable federal, state and local equal employment laws, statutes, rules and regulations regarding racial discrimination and harassment. Employees are expected to read, understand, and follow the policies that

AlliedBarton Security has established to prevent national origin discrimination.

REPORTING PROCEDURES: Any employee who believes that he or she has been subjected to national origin discrimination is expected to report the alleged act as soon as possible to that person's immediate supervisor, any supervisor or manager with AlliedBarton Security, or to the Human Resources Department. The Human Resources Department may be contacted at _____ or by telephone at _____. Supervisors and managers who are informed of an alleged incident of national origin discrimination must immediately notify the Human Resources Department.

PUNISHMENT FOR VIOLATION: Employees engaged in national origin discrimination can expect serious disciplinary action. After appropriate investigation, any employee whether management or non-management, who has been found to have engaged in harassment or otherwise discriminated against another employee will be subjected to appropriate sanctions, depending on the circumstances, from a written warning in his or her personnel file up to and including termination of employment.

RETALIATION: There shall be no retaliation against any employee because that person opposed what they believed to be unlawful employment practices; or has filed a charge of discrimination, or has given testimony, assistance, or has participated in any manner in any investigation, proceeding or hearing under Title VII of the Civil Rights Act of 1964, as amended. AlliedBarton Security will not punish you for reporting discrimination based on national origin simply because you have made a complaint under the above guidelines.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE REMOVED OR DEFACED BY ANYONE. THIS NOTICE WILL BE POSTED FOR A PERIOD OF SIX (6) MONTHS.

Signed this _____ day of _____, 2006.

Date

AlliedBarton Security Services, LLC.




January 11, 2007

TO WHOM IT MAY CONCERN:

This letter concerns Wilson Korir, a former employee of AlliedBarton Security Services, LLC. AlliedBarton's Company policy limits reference information to dates of employment and positions held. In this regard, Mr. Korir was employed by AlliedBarton in the position of Security Officer from February 27, 2001 until May 24, 2005 and earned ten dollars (\$10.00) per hour. Mr. Korir voluntarily resigned his employment with AlliedBarton; he was not terminated or asked to resign.

Sincerely,

AlliedBarton Security Services, LLC


Deborah Brantley
Vice President of Human Resources
AlliedBarton Security Services
3606 Horizon Drive
King of Prussia, PA 19406

ATTACHMENT B