

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

FILED

2000 SEP 13 P 1:53

CLERK, U.S. DISTRICT
COURT WESTERN DISTRICT
OF TEXAS

BY *J.A.*
DEPUTY

EQUAL EMPLOYMENT)
OPPORTUNITY COMMISSION)
Plaintiff,)
)
v.)
)
EL PASO COMPLETE)
PRINTING, INC.,)
Defendant.)

Civil Action No.: EP-00-CA-0067-DB

CONSENT DECREE

The parties to this Consent Decree are the Plaintiff, United States Equal Employment Opportunity Commission ("EEOC"), and Defendant, El Paso Complete Printing, Inc. ("Complete Printing"). This Consent Decree resolves the above-referenced Civil Action No. EP-00-CA-0067-DB. 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 Complaint asserts unlawful employment practices on the bases of gender, and retaliation, and asks to provide relief to Dianne M. Vasquez, who is female, and who alleges that she was disciplined for a work rules violation, because of her gender, in violation of Title VII, and that she was terminated in retaliation for protesting against that discipline, which she believed to be illegal, and in retaliation for protesting against another of Complete Printing's policies, which she also believed to be discriminatory. Defendant Complete Printing denies the allegations brought by the EEOC as alleged in the Complaint filed in this Civil Action.

The EEOC and Complete Printing wish to settle this action, without the necessity of further litigation, pursuant to the terms delineated in this Decree.

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. This Court has jurisdiction of the subject matter of this action and the parties, venue is proper, and all administrative prerequisites to the filing of this action have been met. The Complaint states claims on behalf of Dianne M. Vasquez, which, if proved, would authorize this Court to grant relief against Complete Printing pursuant to Title VII.

2. This Consent Decree resolves all issues raised in EEOC's Complaint in this case. EEOC waives further litigation of all issues raised in the above-referenced Complaint. 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 Defendant Complete Printing.

3. The duration of this Consent Decree shall be two years from the date of its filing with the Court. This Court shall retain jurisdiction of this action during the period 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 alleged violation of the Consent Decree by Defendant Complete Printing, or its agents or assigns, shall toll the running of this two-year period as of the date of the alleged violation. If the Court subsequently determines this Consent Decree was violated, the two-year period 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 two-year period shall recommence, retroactive to the date of the filing of the pleading alleging that a violation had occurred.

4. Defendant Complete Printing, in settlement of this dispute, shall pay to Dianne M. Vasquez the sum total of \$40,000 (Forty Thousand Dollars). Payment shall be sent directly to Ms.

Vasquez at 3332 Slocum Street, El Paso, TX 79936, and shall be made over a period of twelve months, with the first payment being sent on October 1, 2000, and the subsequent payments being sent on the first day of the month for the subsequent eleven months. A copy of the settlement checks and any accompanying transmittal documents shall be forwarded to the EEOC to the attention of Robert B. Harwin, Regional Attorney, 5410 Fredericksburg Road, Suite 200, San Antonio, TX 78229.

5. Defendant Complete Printing shall make no mention of the filing of this Complaint or the underlying charges filed by Dianne M. Vasquez to any prospective employer. Complete Printing, its agents, officers, employees, and servants, in furnishing oral or written references concerning Dianne M. Vasquez to prospective future employers, shall (a) provide the neutral reference letter attached as Exhibit "A", or (b) state orally the information contained in the reference letter attached as Exhibit "A". In responding to inquiries from prospective employers, Complete Printing, its agents, officers, employees, and servants, shall make no reference to matters arising under or relating to any charges of employment discrimination.

6. Defendant Complete Printing shall expunge Dianne M. Vasquez's personnel file of all negative information regarding her job performance on or after April 1, 1998, and/of the reasons for her termination.

7. Defendant Complete Printing, 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 gender, in the imposition of discipline. The conduct enjoined includes disciplining females, but not males, for work rules violations, under similar circumstances, and/or

terminating any employee in retaliation for protesting in good faith against such disparate discipline, or for protesting against any other policy which an employee reasonably believes discriminates against her based on her gender.

8. Defendant Complete Printing is enjoined from retaliating in any manner whatsoever against Dianne M. Vasquez, or any other past, present, or future employee, 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 under Title VII.

9. Defendant Complete Printing, its agents, officers, employees, servants, successors, and assigns, shall provide its employees with a place of employment free of discrimination on the basis of gender, free of retaliation, and free of any other form of discrimination made unlawful by Title VII.

10. Defendant Complete Printing, its agents, officers, employees, servants, successors, and assigns, shall post a notice regarding its practices, policies, and intent not to discriminate against any employee in violation of Title VII. Such notice shall be as set forth in Exhibit "B", which is attached to this Consent Decree. A copy of Exhibit "B" shall be posted at Complete Printing's El Paso, Texas facility on all employee bulletin boards and other areas where employees are likely to congregate. The notice shall be posted within 10 days of the filing date of the Consent Decree, and shall remain posted for the duration of this Consent Decree.

11. To further the ends of this Consent Decree, within ninety (90) days of entry of this Decree, Norman Salome, Ed Mireles, and all other supervisory personnel employed by Complete

Printing shall each participate in equal employment opportunity compliance training of not less than six (6) hours. This training shall: (a) explain the law relating to discrimination in employment based on gender under Title VII; (b) instruct what conduct may constitute discrimination in employment based on gender; (c) explain the damaging effects of discrimination based on gender in employment to victims, their families, their co-workers, and the workplace environment; (d) explain the law relating to retaliation; (e) instruct the types of conduct which constitute retaliation; and (f) explain the damaging effects of retaliation to victims, their families, their co-workers, and the workplace environment. In addition, the training shall teach non-discriminatory work and management techniques when interfacing or interacting with other employees, and the responsibilities of supervisory employees to provide prompt and effective relief to individuals who complain of discrimination based on gender and/or retaliation. Such training shall be done by, or with significant involvement by, attorney(s) who are Board Certified in Labor and Employment Law by the Texas Board of Legal Specialization. Within 20 days prior to the date scheduled for this training, Complete Printing shall furnish to the EEOC a written report describing the training to be attended by Mr. Salome, Mr. Mireles, and Complete Printing's other supervisory personnel.

12. In order to satisfy itself that Complete Printing is complying with the terms of this Consent Decree, the EEOC shall have the rights, upon at least one day's notice to Complete Printing, to (a) conduct inspections of Complete Printing's El Paso facility; (b) interview employees; and (c) examine and copy relevant documents.

13. The terms of this Consent Decree shall be binding upon the EEOC and Defendant Complete Printing, its agents, officers, employees, servants, successors, and assigns, as to the issues

resolved herein.

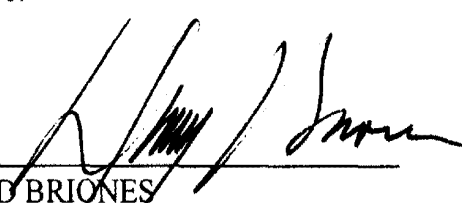
14. Each party shall bear its own costs, including attorney's fees incurred in this action.

15. The parties agree that 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 13th day of SEPT., 2000.



DAVID BRIONES
UNITED STATES DISTRICT JUDGE

Respectfully submitted,

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General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel

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ATTORNEYS FOR PLAINTIFF

Respectfully submitted,

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ATTORNEYS FOR PLAINTIFF

Exhibit A

To Whom It May Concern:

Dianne M. Vasquez was employed at El Paso Complete Printing, Inc. from July, 1993 through October, 1998. Initially, she was employed in the capacity of receptionist. When she left the company, she was a customer service representative.

Exhibit B

NOTICE TO ALL EMPLOYEES

EL PASO COMPLETE PRINTING, INC. IS FIRMLY COMMITTED TO TREATING EMPLOYEES AND APPLICANTS FOR EMPLOYMENT ACCORDING TO MERIT WITHOUT REGARD TO THEIR RACE, RELIGION, COLOR, NATIONAL ORIGIN, OR SEX, OR THEIR HAVING ENGAGED IN ACTIVITY PROTECTED BY TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED. THIS POLICY APPLIES TO ALL EMPLOYMENT DECISIONS, INCLUDING RECRUITMENT, RETENTION, PROMOTION, TRANSFER, LAYOFF AND/OR TERMINATION, AND ALL OTHER TERMS AND CONDITIONS OF EMPLOYMENT. EL PASO COMPLETE PRINTING, INC. WILL SPECIFICALLY NOT TOLERATE GENDER BASED DECISIONS IN THE HIRING, FIRING, OR DISCIPLINING OF ITS EMPLOYEES.

IF YOU BELIEVE YOU ARE BEING DISCRIMINATED AGAINST IN ANY TERM OR CONDITION OF YOUR EMPLOYMENT BECAUSE OF YOUR RACE, RELIGION, COLOR, SEX, OR NATIONAL ORIGIN, INCLUDING BEING SUBJECTED TO WHAT YOU BELIEVE TO BE UNFAIR DISCIPLINE, BASED ON YOUR GENDER, OR IF YOU BELIEVE YOU ARE BEING RETALIATED AGAINST FOR HAVING ENGAGED IN TITLE VII-PROTECTED ACTIVITY, YOU ARE ENCOURAGED TO SEEK ASSISTANCE FROM SUPERVISORY PERSONNEL, OR FROM THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, 4171 N. MESA, BUILDING C., SUITE 100, EL PASO, TEXAS 79902, (915) 832-4001 OR 1-800-669-4000.

NO RETALIATORY ACTION MAY BE TAKEN AGAINST YOU FOR SEEKING ASSISTANCE, FILING A CHARGE, OR COMMUNICATING WITH THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION.

EEOC ENFORCES, AMONG OTHER STATUTES, TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, WHICH PROHIBITS EMPLOYMENT DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN; THE EQUAL PAY ACT; AND CERTAIN SECTIONS OF THE CIVIL RIGHTS ACT OF 1991.