

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TEXAS  
SAN ANTONIO DIVISION

FILED

JUN 08 1999

CLERK, U.S. DISTRICT COURT  
WESTERN DISTRICT OF TEXAS  
BY [Signature] DEPUTY CLERK

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )  
Plaintiff, )  
v. ) Civil Action No. SA99CA0076EP  
PRIME TECH, L.L.C., )  
Defendant. )  
\_\_\_\_\_ )

CONSENT DECREE

The parties to this Consent Decree are the Plaintiff, United States Equal Employment Opportunity Commission ("EEOC"), and Defendant, Prime Tech, L.L.C. ("Prime Tech"). This Consent Decree resolves the above-referenced Civil Action No. SA99CA0076EP. 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 was filed to correct unlawful employment practices on the basis of national origin and retaliation and to provide appropriate relief to Jose E. Sandoval, Frederico Torres and Jesse Granados, because they were adversely affected by such practices. Prime Tech denies the allegations brought by the EEOC as alleged in the Complaint filed in this Civil Action.

The EEOC and Prime Tech wish to settle this action, without the necessity of further litigation, pursuant to the terms

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delineated in this Decree. This Consent Decree is not an admission of liability by Prime Tech.

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, which, if proved, would authorize this Court to grant relief against Prime Tech pursuant to Title VII.

2. This Decree resolves those claims against Prime Tech raised in EEOC's Complaint in this case. EEOC expressly reserves its right to process and litigate any other charges which may now be pending or may in the future be filed against Defendant Prime Tech.

3. The duration of this Decree shall be one year from the date of its filing with the Court. This Court shall retain jurisdiction of this action during the period of this Decree and may enter such other and further relief as it deems appropriate to ensure implementation and enforcement of its provisions. Any violation of the Consent Decree by Prime Tech, its agents or assigns shall toll the running of this one-year period as of the date of the violation. If the Court subsequently determines this Decree was violated, the one-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 the Decree was not violated, the one-year period shall recommence, retroactive to the date of the filing of the pleading alleging that a violation had occurred.

4. Defendant Prime Tech is enjoined from engaging in national origin harassment and/or creating or contributing to a hostile environment of national origin harassment. If during the term of this Consent Decree, the EEOC determines that Prime Tech is in breach of this provision, the EEOC shall notify Prime Tech's attorney, Gregory Huber, and attempt to resolve the matter prior to initiating any contempt proceeding pursuant to this provision.

5. Defendant Prime Tech is enjoined from retaliating in any manner whatsoever, against Jose E. Sandoval, Frederico Torres and/or Jesse Granados, 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.

6. Within 180 days of the date of entry of this Decree, Prime Tech's managerial, supervisory, and non-supervisory employees shall participate in EEO training of not less than 4 hours. The training shall: (a) explain that national origin harassment and retaliation are unlawful; (b) instruct what conduct may create or contribute to a hostile environment of national origin harassment; (c) explain the damaging effects of national origin harassment to victims, their families, their co-workers, and the workplace

environment; and (d) instruct what conduct may constitute retaliation. Within 30 days prior to the date scheduled for this training, Prime Tech shall furnish to the EEOC a written report describing the EEO training, identifying the instructors and describing their qualifications to conduct such training, along with copies of all training materials, and the EEOC shall have the right to approve of such training and the instructors. Within 20 days after the EEO training has been completed, Prime Tech shall provide to the EEOC a written report identifying each individual who attended this training and the date(s) and time of attendance.

7. Except for legitimate business/accounting purposes, Defendant Prime Tech shall make no mention of the filing of this Complaint or the underlying charges filed by Jose E. Sandoval, Frederico Torres and/or Jesse Granados. This provision shall survive the expiration of the Decree.

8. Defendant Prime Tech, in settlement of this dispute, shall pay to each individual the sum of money as set out by their name, in certified funds or by cashier's check, within ten days of the Court's entry of this Decree. Such payment shall be mailed directly to each individual listed below at the address following his name:

- |    |  |            |
|----|--|------------|
| 1. | Jose E. Sandoval<br>119 Regina<br>San Antonio, Texas 78223 | \$7,873.20 |
| 2. | Frederico Torres<br>127 Astor                              | \$8,286.67 |

San Antonio, Texas 78223

3. Jesse Granados \$13,394.08  
1140 W. 24th  
Houston, Texas 77008

A copy of each check and accompanying transmittal papers shall be contemporaneously forwarded to Robert B. Harwin, Regional Attorney, EEOC, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

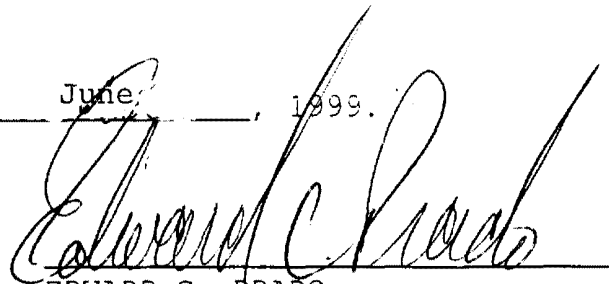
9. If Jose E. Sandoval, Frederico Torres and/or Jesse Granados reapply for employment at Prime Tech, it shall consider Jose E. Sandoval, Frederico Torres and/or Jesse Granados for any position which is available at the time such application is made and for which he is qualified to fill.

10. The terms of this Decree shall be binding upon the EEOC and Defendant Prime Tech and its agents or assigns, as to the issues resolved herein.

11. The parties to this 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. §2000e-5(k), there is no "prevailing party" in this action or proceeding.

SO ORDERED.

Signed this 8th day of June, 1999.




EDWARD C. PRADO  
United States District Judge

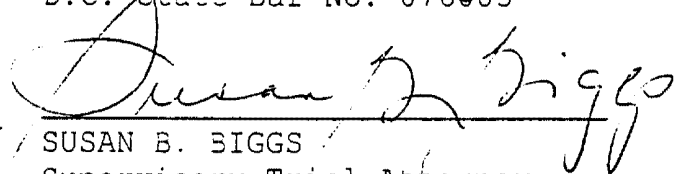
Respectfully Submitted,

C. GREGORY STEWART  
General Counsel


GWENDOLYN YOUNG REAMS  
Associate General Counsel



ROBERT B. HARWIN  
Regional Attorney  
D.C. State Bar No. 076083



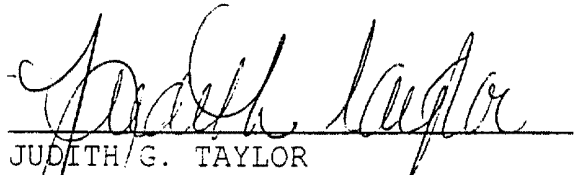
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ATTORNEY FOR DEFENDANT



JUDITH G. TAYLOR  
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Texas State Bar No. 19708300

EQUAL EMPLOYMENT OPPORTUNITY  
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San Antonio District Office  
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San Antonio, Texas 78229-3555  
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(210) 281-7669 (Fax)

ATTORNEYS FOR PLAINTIFF

NOTICE TO ALL EMPLOYEES

PRIME TECH, L.L.C. IS FIRMLY COMMITTED TO TREATING EMPLOYEES AND APPLICANTS FOR EMPLOYMENT ACCORDING TO MERIT WITHOUT REGARD TO THEIR RACE, RELIGION, COLOR, NATIONAL ORIGIN, 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. PRIME TECH, L.L.C., WILL SPECIFICALLY NOT TOLERATE NATIONAL ORIGIN HARASSMENT 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, NATIONAL ORIGIN, SEX, OR THAT YOU ARE BEING SUBJECTED TO HARASSMENT BECAUSE OF YOUR SEX, OR 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, 5410 FREDERICKSBURG ROAD, SUITE 200, SAN ANTONIO, TEXAS 78229-3550, (210) 281-7600 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 TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, WHICH PROHIBITS EMPLOYMENT DISCRIMINATION BASED ON RACE, COLOR, RELIGION, SEX OR NATIONAL ORIGIN; THE AGE DISCRIMINATION IN EMPLOYMENT ACT; THE EQUAL PAY ACT; PROHIBITIONS AGAINST DISCRIMINATION AFFECTING INDIVIDUALS WITH DISABILITIES IN THE FEDERAL SECTOR; SECTIONS OF THE CIVIL RIGHTS ACT OF 1991, AND TITLE I OF THE AMERICANS WITH DISABILITIES ACT, WHICH PROHIBITS DISCRIMINATION AGAINST PEOPLE WITH DISABILITIES IN THE PRIVATE SECTOR AND STATE AND LOCAL GOVERNMENTS.

EXHIBIT "A"