

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF TEXAS  
HOUSTON DIVISION

United States Courts  
Southern District of Texas  
ENTERED  
AUG 31 2004  
Michael N. Milby, Clerk of Court

EQUAL EMPLOYMENT OPPORTUNITY §  
COMMISSION, §  
Plaintiff, §  
§  
§  
§  
§  
VS. §  
§  
§  
TIG CAPITAL SECURITIES, CO., §  
§  
§  
Defendant. §  
§  
\_\_\_\_\_ §

CIVIL ACTION NO. H-03-3918

CONSENT DECREE

The Plaintiff, Equal Employment Opportunity Commission (the "Commission"), alleges in this suit that Defendant TIG Capital Securities, Co. ("Defendant") unlawfully placed Sandra Geiger on unpaid leave, refused to instate her after she presented several doctor's notes showing she could work, and then discharged her on March 14, 2002 because she was pregnant in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, *et seq.* ("Title VII") and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. Section 1981a.

Defendant answered the Complaint, and denied liability and specifically denied engaging in any discriminatory employment practices. Neither this Consent Decree nor the furnishing of any payment to any individual claimant by the terms of this Consent Decree shall be construed as an admission by Defendant of any liability of unlawful conduct. To the contrary, Defendant denies that it is any way liable to the EEOC or any individual claimant.

In the interests of resolving this matter, to avoid the costs of litigation, and as a result of having engaged in extensive negotiations, the parties have agreed that this action should be finally

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resolved by entry of this Consent Decree.

The parties stipulate to the jurisdiction of the Court and waive a hearing and the entry of findings of fact and conclusions of law.

IT IS THEREFORE ORDERED:

1. This Consent Decree is entered in full and complete settlement of any and all claims arising out of or contained in EEOC Charge No. 330-A20-1612, and Civil Action No. H-03-3918. The Consent Decree constitutes a complete resolution of all claims that were made by the Commission against Defendant in this action. This Consent Decree constitutes the complete and exclusive agreement between the Parties with respect to the matters referred to herein. No representation or inducement to compromise this action have been made, other than those recited or referenced in this Consent Decree. No waiver, modification or amendment of any provision of this Consent Decree shall be effective unless made in writing, approved by the Parties to this Consent Decree and approved or ordered by the Court.

2. Defendant agrees that it will not discriminate against any employee or applicant for employment because of his or her sex in violation of Title VII. Defendant agrees to hire applicants based on the best qualifications available and not on account of any discriminatory factors.

3. Defendant agrees that it will not discriminate or retaliate in any manner against any individual because he or she has made a charge, testified, assisted, or participated in any manner in the investigation by the Commission or court proceeding in connection with this case.

4. Defendant agrees to pay Sandra Geiger \$5,382.50. This payment, which includes all applicable required withholdings under federal and state laws, will be made within fourteen (14) days from the entry of this Consent Decree or the individual's execution and delivery to Defendant of a

standard release of claims, whichever is later. Copies of the check will be mailed to the EEOC within fourteen (14) days from the entry of this Consent Decree or the individuals' standard release of claims, whichever is later at the following address: Rudy L. Sustaita, EEOC Houston District Office, 7<sup>th</sup> Floor, Houston, Texas 77002.

5. In response to a written request for a reference from a third party about Ms. Geiger's employment and/or performance with Defendant, Defendant shall provide only her dates of employment, last position held and last wage rate. Defendant shall not reference Ms. Geiger's charge of discrimination, this lawsuit or this Consent Decree. Should Ms. Geiger's separation be raised by a third party employer, that employer shall be instructed that her separation did not reflect negatively on her performance.

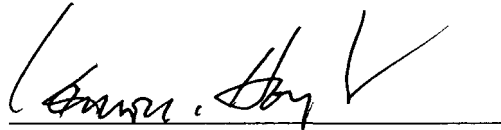
6. Defendant agrees to provide Equal Employment Opportunity ("EEO") training to its managers in its Houston, Texas locations regarding employment discrimination, including, but not limited to the illegality of gender-based employment decisions. The training shall be conducted within 6 months of the entry of this Decree. Defendant shall notify the EEOC of the training by indicating when and where the training took place and by identifying the trainers and the attendees. The notification or report shall be submitted to the EEOC at the following address: Rudy L. Sustaita, EEOC Houston District Office, 7<sup>th</sup> Floor, Houston, Texas 77002.

7. Defendant agrees to post, in a public area of its facility in Houston, a notice of nondiscrimination. The notice is attached as Exhibit "A."

8. The EEOC and Defendant shall bear their own costs and attorney's fees.

9. This Consent Decree shall remain in effect for two years from its entry.

Signed on this 31<sup>st</sup> day of August 2004 at Houston, Texas.

A handwritten signature in black ink, appearing to read "Kenneth M. Hoyt", written over a horizontal line.

KENNETH M. HOYT

United States District Judge



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Houston District Office**

1919 Smith St, 7<sup>th</sup> Floor  
Houston, TX 77002-8049  
PH: (713) 209-3320  
TDD: (713) 209-3439  
FAX: (713) 209-3381  
LEGAL: (713) 209-3401

**NOTICE OF NON-DISCRIMINATION**

- (1) With respect to hiring, compensation, discharge, or any terms, conditions, or privileges of employment, Federal law requires that employers must not discriminate against employees or applicants for employment because of an individual's sex, pregnancy, religion, race, color, national origin, age or disability.
- (2) TIG Capital Securities, Co. supports and will comply with such Federal law in all respects, and will not take any adverse action against individuals because of their sex, pregnancy, religious practices or beliefs, race, color, national origin, age or disability with respect to hiring, compensation, discharge or the terms, conditions or privileges of employment.
- (3) TIG Capital Securities, Co. will not engage in any employment practices that have the effect of creating or tolerating a hostile environment for employees because of their sex, pregnancy, religious beliefs, religious practices, race, color, national origin, age or disability. TIG Capital Securities, Co. will promptly investigate any claims of unlawful harassment, and will take prompt and appropriate action in response to those claims.
- (4) Employees who believe they have been subjected to illegal employment discrimination can contact the Equal Employment Opportunity Commission ("EEOC") at 1919 Smith Street, 7<sup>th</sup> Floor, Houston, TX 77002 and at (713) 209-3372.

SIGNED THIS 16<sup>th</sup> DAY OF August, 2004.

  
\_\_\_\_\_  
Signature of Representative of TIG Capital Securities, Co.

SCOTT CAMPBELL - Executive V.P.  
\_\_\_\_\_  
Printed Name and Title

**THIS NOTICE WILL REMAIN POSTED FOR TWO YEARS FROM THE DATE OF SIGNATURE.**

**Exhibit "A"**