

UNITED STATES DISTRICT COURT  
DISTRICT OF PUERTO RICO

-----X	
EQUAL EMPLOYMENT OPPORTUNITY	:
COMMISSION,	:
Plaintiff,	:
	:
v.	:
	:
ITT FEDERAL SERVICES CORP.,	:
	:
Defendant.	:
-----X	

Civ. Action. No. 99-2097 (JAG)

CONSENT DECREE

This cause of action was initiated on September 30, 1999 by the Equal Employment Opportunity Commission (hereinafter "EEOC"), an agency of the United States Government, alleging that ITT Federal Services Corp. (hereinafter "ITT"), violated the Age Discrimination in Employment Act of 1967, 29 U.S.C. §621 et seq., as amended ("ADEA") Title VII of the Civil Rights Act of 1964, as amended, by not hiring Charging Party Wilfredo Durand ("Mr. Durand") on the basis of age.

The parties agree that it is in their mutual interest to fully resolve the matter without further litigation. This agreement is not an admission of liability by ITT and ITT asserts that it has not discriminated or retaliated in the past.

EEOC and ITT do hereby stipulate and consent to the entry of this Decree as final and binding between the parties signatory hereto and their successors or assigns.

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U.S. DISTRICT COURT  
DISTRICT OF PUERTO RICO

This Decree resolves all matters raised in the Complaint filed herein. The parties have agreed that this Decree may be entered without Findings of Fact and Conclusions of Law having been made and entered by the Court.

In consideration of the mutual promises of each party to this Decree, the sufficiency of which is hereby acknowledged, it is agreed and **IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. This Decree resolves all of the issues raised by the EEOC in this case.
2. The parties agree that this Court has jurisdiction of the subject matter of this action and of the parties, that venue is proper, and that all administrative prerequisites have been met.
3. No party shall contest the jurisdiction of the federal court to enforce this Decree and its terms or the right of any party to bring an enforcement suit upon breach of any of the terms of this Decree by any other party. Breach of any term of this Decree should be deemed to be a substantive breach of this Decree. Nothing in this Decree shall be construed to preclude EEOC from bringing proceedings to enforce this Decree in the event that ITT fails to perform any of the promises and representations contained herein.
4. ITT will provide a two (2) hour anti-discrimination training for all staff and an additional two (2) hours for management personnel at its AFWTF facility in Ceiba, Puerto Rico, to be conducted by an outside consultant approved by EEOC. Defendant will complete this training within three (3) months of the date of entry of this Decree, and will forward to EEOC a summary of the topics covered and a copy of the attendance sheet within ten

(10) business days of the completion of the training program.

6. Within five (5) business days of the entry of this Decree, ITT will post the Notice of Non-Discrimination attached as Exhibit A.

7. ITT agrees to pay the gross amount of Fifty Thousand Dollars (\$50,000.00) in backpay damages to Mr. Durand. The payment will be made in two parts. The first part, in the gross amount of Twenty-Five Thousand Dollars (\$25,000.00), less only any applicable deductions for the employee's portion of FICA and the employee's portion of any federal and state income tax withholdings applicable to wages, shall be sent via registered or certified mail, return receipt requested, to Mr. Durand within ten (10) business days of the ITT's receipt of the Release referred to in Paragraph 10.

The second part, in the gross amount of Twenty-Five Thousand Dollars (\$25,000.00), less only any applicable deductions for the employee's portion of FICA and the employee's portion of any federal and state income tax withholdings applicable to wages, shall be sent via registered or certified mail, return receipt requested, shall be sent via registered or certified mail, return receipt requested, to Mr. Durand after January 2, 2001 but no later than January 15, 2001.

8. ITT shall, simultaneously with sending the payments identified in Paragraph 7, send Mr. Durand an itemized statement of the deductions made.

9. ITT shall, simultaneously with sending the payments identified in Paragraph 7, send the EEOC a copy of the check and the itemized statement sent to Mr. Durand.

10. In consideration for the payment(s) set forth in Paragraph 7 Mr. Durand shall execute a Release in the form appended as Exhibit B.

11. ITT agrees that both it and its agents will not discriminate against any individual under the ADEA. Defendant agrees that both it and its agents further will not retaliate against any individual who has participated in this matter or asserted her or his rights under the ADEA.

12. ITT agrees that it shall give Mr. Durand a good or neutral employment reference, without mention of the instant lawsuit or Mr. Durand's administrative charge against ITT.

13. Each party shall bear its own fees and costs incurred in this action.

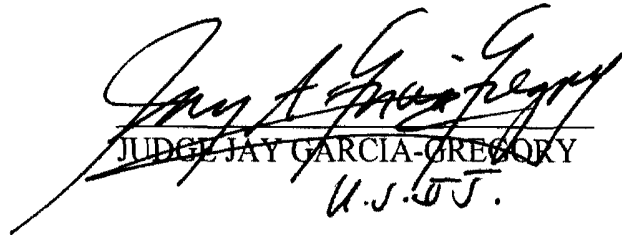
14. This Decree constitutes the complete understanding among the parties. No other promises or agreement shall be binding unless agreed to in writing and signed by the

parties.

16. This Decree will remain in effect for three (3) years from the date of entry.

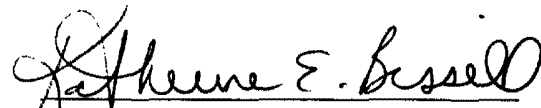
SO ORDERED, ADJUDGED, AND DECREED

Signed this 17<sup>th</sup> day of ~~December~~ January, 2000

  
JUDGE JAY GARCIA-GREGORY  
U.S.D.J.

Dated: New York, New York

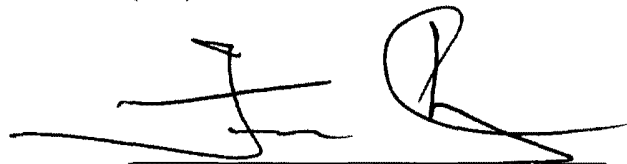
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Katherine E. Bissell  
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Dated: San Juan, Puerto Rico

Dec. 11-2000

  
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