



the Civil Rights Act of 1991. The Commission further alleges that Defendants unlawfully retaliated against Ms. Garcia for complaining about sexual harassment, also in violation of Title VII. Defendants deny these allegations but desire to settle this matter.

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 that:

1. This Consent Decree is entered in full and complete settlement of any and all claims arising out of or contained in this lawsuit, Civil Action No. H-01-3966, and in EEOC Charge Nos. 330-A0-2249, 330-A1-1124, 330-A1-1631, 330-A1-1122, and 330-A1-1123.

2. Defendants agree that they will not engage in any employment practice which violates Title VII by unlawfully discriminating against any individual because of such individual's sex.

3. Defendants agree that they will not retaliate against any individual who opposes any practice made an unlawful employment practice by Title VII, or against any individual who has provided testimony or evidence related to this lawsuit or to the Charges of Discrimination upon which this lawsuit was based.

4. Within ten (10) days after a final settlement, a non-discrimination notice will be posted at the River Oaks Imaging

facility located at 2900 Richmond Avenue, Houston, Texas 77098, for a period of two (2) years after the entry of this Consent Decree. A copy of this notice is attached hereto as Exhibit "A." The notice will be posted in a location, to be agreed upon by the parties, which is conspicuous and accessible to all employees.

5. Since the filing of the Claimants' Charges of Discrimination, Defendants' managers have received training on employment discrimination laws. On or before February 28, 2002, all Defendants' managers shall again receive training on employment discrimination laws. The training shall include instruction on the investigation of employee complaints of any type of unlawful harassment, including sexual harassment. Prior to such training session, the Houston District Office of the EEOC shall receive a copy of the training presentation outline. Within ten (10) days after the completion of the training, the EEOC shall be provided with a sworn statement attesting to the date on which the training was completed, verification of attendance, and verification that all topics in the training presentation outline were covered; also, the EEOC will be provided with copies of forms -- signed by all managers at the conclusion of the training -- acknowledging the managers' responsibility to protect employees from harassment.

6. Defendant shall circulate a notice -- signed by Dr. George Allibone -- which will include the following: an outline of Defendants' policy for reporting harassment and a statement that

same sex harassment violates the law. Also, the notice shall describe specific things which, if done by a supervisor, would warrant his or her firing, such as sexual touching of subordinates, displaying pornography, and discussing intimate sexual matters.

7. Defendants will adopt a policy that any managers who are found to have violated Defendants' sexual harassment policy, and who have not otherwise been terminated, shall not be eligible to receive a bonus for a period of one year from the time of such violation.

8. Defendants have agreed to pay monetary amounts to Claimants in settlement of any and all claims. Within five (5) calendar days from the date of entry of this Decree, Defendants shall send copies of the payment checks to the Commission at the following address: Equal Employment Opportunity Commission, attn: Timothy M. Bowne, 1919 Smith Street, 7th Floor, Houston, Texas 77002.

9. Upon request from a prospective employer of a Claimant, Defendants will provide a letter of reference stating only dates of employment and position, and that the failure to provide additional information is consistent with Defendants' policy and should not be construed as a negative reference.

10. Defendants agree that the supervisor accused by Claimants of harassment shall be ineligible for re-hire or re-employment. If Defendants are asked for a reference concerning the supervisor,

Defendants shall not provide a positive letter of recommendation.

11. Dr. Allibone and/or Defendants shall notify the EEOC for the next five (5) years of any written internal complaints, charges, or suits filed against them that include an allegation that Defendants are responsible for sex discrimination or sex harassment which might violate Title VII.


12. All personnel decisions which could result in termination shall be reviewed by Human Resources, or a panel of at least three senior executives.

13. Except as provided in the following paragraph, this Decree shall remain in effect for five (5) years from the date of signing. During those years, the Court shall retain jurisdiction to assure compliance with this Decree and to permit entry of such further orders or modifications as may be necessary or appropriate.

14. This Decree shall expire sooner than the end of the period described in the preceding paragraph upon the sale by Dr. George Allibone of seventy-five percent (75%) or more of his interest in the Defendants.

15. The parties shall bear their own costs and attorney's fees.

Signed on this 21<sup>st</sup> day of November, 2001.

  
UNITED STATES DISTRICT JUDGE