

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

United States Courts
Southern District of Texas
FILED

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Michael N. Milby, Clerk

EQUAL EMPLOYMENT OPPORTUNITY §
COMMISSION, §
Plaintiff, §

vs. §

ALLIED VISTA, INC. d/b/a VISTA FIBERS, §
Defendant. §

CIVIL ACTION NO. H-01-3324

United States Courts
Southern District of Texas
ENTERED

FEB 19 2003

CONSENT DECREE

Michael N. Milby, Clerk of Court

The Equal Employment Opportunity Commission (the "Commission") and Allied Vista, Inc. d/b/a Vista Fibers (the "Defendant") have agreed to settle the above-referenced action (the "action") by the terms of this Consent Decree, as set forth below.

The Plaintiff, the Commission, alleges in its Complaint filed in this action that Defendant subjected females to different terms and conditions of employment and discharged them in retaliation for opposing sexual harassment, in violation of Title VII of the Civil Rights Act of 1964, *as amended* ("Title VII") and Title I of the Civil Rights Act of 1991. Defendant answered the Complaint, and denied liability and specifically denied engaging in any discriminatory employment practices.

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 resolved by entry of this Consent Decree.

In consideration of the mutual promises of each party to this Consent Decree, the sufficiency of which is hereby acknowledged, the Commission and Defendant agree as follows and it is

ORDERED, ADJUDGED AND DECREED that:

1. This Consent Decree is entered in full and complete settlement of any and all claims raised or which could have been raised arising out of or contained in EEOC Charge Numbers 330993136 and 330A10385. This Consent Decree is further entered in full and complete settlement of any and all claims raised or which could have been raised by the Commission arising out of or contained in Civil Action No. H-01-3324. The Consent Decree constitutes a complete resolution of all claims that were made by the Commission against Defendant in the action.

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

3. Neither of the parties will challenge the validity of this Consent Decree, the jurisdiction of this Court to enforce this Consent Decree and its terms, nor the right of either of the parties to seek enforcement of this Consent Decree upon breach of any of its terms.

4. By entering into this Consent Decree, the Defendant has not admitted any contentions regarding the allegations on the merits of the action. Nothing contained in this Consent Decree shall be construed as an admission of liability on the part of the Defendant. By entering into this Consent Decree, the Court has not made any determination with respect to the claims made by the Plaintiff. This Consent Decree is entered with the consent of the parties and does not constitute an adjudication or finding by the Court on the merits of the allegations of the Complaint.

5. Defendant agrees that it will not discriminate against any employee because of his or her sex in violation of Title VII.

6. 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 action.

7. Defendant agrees that it will not rehire Jose Ramirez as an employee, consultant or third-party contractor.

8. Defendant agrees that it will not rehire David Hernandez as an employee, consultant or third-party contractor.

9. Defendant agrees it shall maintain an effective sexual harassment policy that is widely distributed to its employees.

10. Defendant agrees it shall not maintain different break rules that discriminate on the basis of gender.

11. Defendant agrees to pay Maria Carranza \$18,000 in exchange for a full release of all claims. The payment shall be no later than fourteen (14) days after the entry of this Consent Decree or receipt by Defendant of an executed release, whichever is later. The executed release shall be mailed to Defendant at the following address: Bryon L. Romine, Kessler & Collins, a Professional Corporation, 5950 Sherry Lane, Suite 222, Dallas, Texas 75225. A copy of the settlement check made payable to Maria Carranza shall be mailed to the Commission at the following address: Rudy L. Sustaita, EEOC Houston District Office, 1919 Smith Street, 7th Floor, Houston, Texas 77002. Defendant shall issue Ms. Carranza an IRS Form 1099 relating to the payment.

12. Defendant agrees to pay Hollanda Villalobos \$5000.00 in exchange for a full release of all claims. The payment shall be no later than fourteen (14) days after the entry of this Consent Decree or receipt by Defendant of an executed release, whichever is later. The executed release shall be mailed to Defendant at the following address: Bryon L. Romine, Kessler & Collins, a Professional Corporation, 5950 Sherry Lane, Suite 222, Dallas, Texas 75225. A copy of the settlement check made payable to Hollanda Villalobos shall be mailed to the Commission at the following address: Rudy L. Sustaita,

EEOC Houston District Office, 1919 Smith Street, 7th Floor, Houston, Texas 77002. Defendant shall issue Ms. Villalobos an IRS Form 1099 relating to the payment.

13. In response to any request for reference or other inquiry by any potential employer concerning Maria Carranza, Defendant shall provide only Ms. Carranza's hire and termination dates, confirm her salary range, and either confirm her job title or provide a description of her job duties with Defendant. Defendant shall not reference her charge of discrimination, the Commission's lawsuit or this Consent Decree.

14. In response to any request for reference or other inquiry by any potential employer concerning Hollanda Villalobos, Defendant shall provide only Ms. Villalobos's hire and termination dates, confirm her salary range, and either confirm her job title or provide a description of her job duties with Defendant. Defendant shall not reference her charge of discrimination, the Commission's lawsuit or this Consent Decree.

15. Defendant agrees to provide Equal Employment Opportunity ("EEO") training to its Houston facility managers regarding employment discrimination, including, but not limited to, the illegality of gender-based employment decisions. The Commission and Defendant have agreed to an agenda for this training.

16. Defendant agrees that only corporate level officers and those employees who have full access to all personnel and accounting information shall have access to any and all documents related to Maria Carranza's charge of discrimination, Hollanda Villalobos' charge of discrimination and the Commission's lawsuit. These documents shall not be distributed to any third party unless pursuant to court order or the third party enters into a confidentiality agreement that covers the documents.

17. Defendant shall make yearly periodic reports to the Commission regarding compliance with the terms of this Consent Decree. Those reports will indicate which particular managers are responsible for assuring compliance with the Consent Decree. These reports shall be in writing and sent

to the attention of Rudy L. Sustaita, EEOC Houston District Office, 1919 Smith Street, 7th Floor, Houston, Texas 77002.

18. Defendant shall name, within fourteen (14) days from the entry of this Consent Decree, a company representative who shall serve as a liaison with the Commission. The liaison shall be responsible for the reports required under this Consent Decree and any post settlement issues that may arise. All communication by and between Defendant and the Commission shall be through the liaison or Defendant's attorneys.

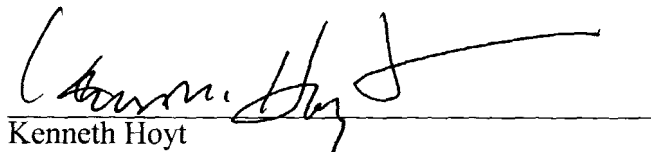
19. Defendant shall report all allegations of sexual harassment at its Houston facility to the Commission from the date of the entry of this Consent Decree until this Consent Decree ends. Notice shall be made in writing to the Commission within fourteen (14) days of a report or complaint by an employee. Notice to the Commission shall be made to Rudy L. Sustaita, EEOC Houston District Office, 1919 Smith Street, 7th Floor, Houston, Texas 77002. Defendant shall also notify the Commission in writing of all action it has taken in response to a complaint of sexual harassment.

20. Defendant agrees to post in public areas of its Houston facility, a notice of nondiscrimination. The notice is attached as Exhibit "A." Defendant agrees to assure the continuing placement of that poster during the pendency of this Consent Decree.

21. The Commission and Defendant shall bear their own costs and attorney's fees.

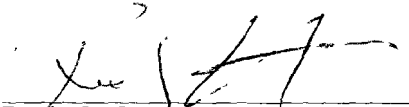
22. This Consent Decree shall remain in effect for three years from its entry.

Signed on this 19th day of February 2003 at Houston, Texas.


Kenneth Hoyt
UNITED STATES DISTRICT JUDGE

Agreed to as to Form and Content:


For the Equal Employment Opportunity Commission:



Rudy L. Sustaita
Senior Trial Attorney
Texas Bar No. 19523560

Equal Employment Opportunity Commission
1919 Smith Street, 7th Floor
Houston, Texas 77022
(713)209-3400

For Allied Vista, Inc.:



Bryon L. Romine
Texas Bar No. 24029804

Kessler & Collins, P.C.
5950 Sherry Lane, Suite 222
Dallas, Texas 75225
(214)379-0722

ATTORNEY FOR DEFENDANT
ALLIED VISTA, INC.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Houston District Office

1919 Smith St, 7th Floor
Houston, TX 77002-8049
PH: (713) 209-3320
TDD: (713) 209-3439
FAX: (713) 209-3402
LEGAL: (713) 209-3401

NOTICE

TO ALL EMPLOYEES OF

ALLIED VISTA INC. d/b/a VISTA FIBERS

SEX DISCRIMINATION IN THE WORKPLACE

Federal law requires that there be no discrimination against any employee or applicant for employment because of the person's sex, race, color, religion, national origin, disability, or age. Allied Vista Inc. d/b/a Vista Fibers ("Vista Fibers") supports and abide by this law.

SEXUAL HARASSMENT

Sexual Harassment is against federal law. Sexual harassment is defined as all conduct that is of a sexual nature that is neither invited nor welcome.

VISTA FIBERS' POLICY

Vista Fibers **does not tolerate sexual harassment of any kind**. Anyone found guilty of sexual harassment shall be subject to discipline, up to and including **immediate termination**.

If you have been sexually harassed by **anyone** at Vista Fibers, you may contact _____ at the following number: _____

Vista Fibers shall keep all information of sexual harassment confidential. Vista Fibers shall quickly investigate and resolve all claims of sexual harassment. Vista Fibers will **not retaliate** against any person who complains of sexual harassment.

AN EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER

Vista Fibers is an equal employment opportunity employer that abides by federal employment laws in all respects, including Title VII of the Civil Rights Act of 1964, as amended.

If you believe that you have been discriminated against illegally by any employer or employment agency, you should contact the **U.S. Equal Employment Opportunity Commission** at 800-USA-EEOC or at 713-209-3372.

(Company official)

