

UNITED STATES DISTRICT COURT
FOR THE
DISTRICT OF MARYLAND
Southern Division

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.) CIVIL ACTION NO. RDB-02-CV-2174
)
INTERNATIONAL COMPUTERS &)
TELECOMMUNICATIONS, INC.,)
)
and _____)
)
STG, Inc.)
Defendants.)
)
_____)

CONSENT DECREE

This action was instituted in June 2002 by Plaintiff, the Equal Employment Opportunity Commission (the "Commission" or "EEOC"), against Defendants, International Computers & Telecommunications, Inc. and STG, Inc. ("Defendants") pursuant to Sections 704(a) and 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S. C. Section 2000e, et seq. ("Title VII"), and Title I of the Civil Rights Act of 1991, to correct alleged unlawful employment practices. The Complaint alleges that Defendant International Computers & Telecommunications, Inc. violated Title VII by retaliating against Mark Wohlfahrt because he filed a charge of discrimination.

Both the Commission and Defendants desire to resolve this action and all issues raised by the Complaint without the time and expense of further contested litigation. The parties desire to formulate a plan to be embodied in a Decree that will promote and effectuate the purposes of Title VII.

For the purposes of resolving this action, Defendants admit that the Court has jurisdiction over the claims alleged in this action, and that all statutory and jurisdictional prerequisites to suit have been satisfied.

This Decree, reached with the mutual consent of the parties, does not constitute an adjudication on the merits of the case. This Decree is not, and shall not be construed as, an admission by Defendants of any unlawful employment practice. This Decree is not and shall not be construed as a waiver by the Commission of any contentions of discrimination, and the Commission specifically contends that its claims are meritorious.

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.

The Court has examined this Decree and finds that it is reasonable and just and in accordance with the Federal Rules of Civil Procedure and Title VII. Therefore, upon due consideration of the record herein and being fully advised of the premises, it is ORDERED, ADJUDGED AND DECREED:

1. This Decree constitutes full discharge and satisfaction of any claims which have been alleged in the Complaint filed in this Title VII action by the EEOC based on the charge of discrimination filed by Mark Wohlfahrt, Charge No. 120-A1-0559.

INJUNCTION AGAINST RETALIATION

2. Defendants, shall be, and hereby are, enjoined and restrained from engaging in any acts of retaliation in violation of Section 704(a) of Title VII against Mark Wohlfahrt.

Defendants agree not to pursue any claims that they may have against Mark Wohlfahrt arising out of his employment with Defendant International Computers & Telecommunications, Inc.

POSTING OF NOTICE

3. Upon entry of this Decree, Defendants will post promptly in a conspicuous place in STG, Inc.'s facilities, at places where notices to employees are customarily posted, the EEOC poster, "Equal Employment Opportunity is the Law" (Form EEOC-P/E-1). The Commission will provide Defendants with a supply of this poster within ten days of the execution of this Decree. Should the poster become defaced, marred, or otherwise unreadable, Defendants will ensure that a new readable copy of the Notice is posted in the same manner as heretofore specified.

4. Upon the Court's approval of this Decree, Defendants will post immediately in a conspicuous place in STG, Inc.'s

headquarters facility, including places where notices to employees are customarily posted, and maintain for a period of one year from the date of posting, a copy of the Notice attached hereto as Exhibit "A" and made a part hereof, which shall be signed by a responsible official of STG, Inc. with the date of actual posting shown thereon. Should the Notice become defaced, marred, or otherwise unreadable, Defendants will ensure that a new readable copy of the Notice is posted in the same manner as heretofore specified.

5. Within thirty (30) days of this Decree, Defendants shall forward to the attorney of record at the Baltimore District Office, 10 S. Howard Street, 3d Floor, Baltimore, Maryland 21201, a copy of the signed Notice, written certification that the Notice referred to above has been posted, and a statement of the locations and date of posting.

TRAINING

_____6. Within 180 days of the entry of this Decree, Defendants will present three hours of specific training to its management workforce, concerning retaliation and other laws enforced by the Commission. The trainer's credentials and an outline of the program materials shall be forwarded to the EEOC's attorney of record prior to such training being conducted. A record shall be kept identifying all those attending the training. Within twenty (20) days after the training has been completed, Defendants will

forward a copy of the attendance roster to the EEOC's attorney of record. Defendants also agree to provide, in the regular course of their employment, each newly-hired management employee with an orientation to its equal employment opportunity policies.

7. Also within 60 days of the entry of this Decree, Defendants will provide three hours of specific training to David Sohn, former owner and CEO of International Computers & Telecommunications, Inc., concerning retaliation and other laws enforced by the Commission. Within twenty (20) days after the training has been completed, Defendants will forward a certification of David Sohn's attendance to the EEOC's attorney of record.

INDIVIDUAL NON-MONETARY RELIEF

_____8. Defendants shall not disseminate directly or indirectly, to any other employer or prospective employer of Mark Wohlfahrt any facts or circumstances surrounding this action or his charge of discrimination. Upon request, Defendant International Computers & Telecommunications, Inc. will provide to employers or prospective employers a neutral reference setting forth Mark Wohlfahrt's dates of his employment with International Computers & Telecommunications, Inc.

9. Defendants shall immediately remove from all personnel records for Mark Wohlfahrt all documents and entries relating to the EEOC and Mr. Wohlfahrt's allegations in this case, including

any Charge forms, affidavits, witness statements, investigative reports, or other documents setting forth any of the factual allegations relating to the charge of discrimination filed by Mark Wohlfahrt.

INDIVIDUAL MONETARY RELIEF

10. Within ten (10) days of the entry of this Decree, Defendants agree to pay a lump sum totaling Twenty Five Thousand Dollars (\$25,000.00) to Mark Wohlfahrt. Defendants agree to electronically deposit said sum to Mr. Wohlfahrt's bank account. Upon execution of this Consent Decree, the Commission will provide Defendants with Mr. Wohlfahrt's bank information to facilitate the electronic deposit. The transmission date shall be deemed the date of payment. Simultaneously, proof of the electronic deposit shall be mailed to the Commission's attorney of record at the EEOC's Baltimore District Office.

11. Defendants agree to file in the Korean Small Claims Court a full satisfaction of judgment or the equivalent thereof against Mark Wohlfahrt, valued at approximately \$11,500.00, in the case, entitled, ICT, Inc. v. Mark I. Wohlfahrt, Case No. 2001 Small Claim 174736. Defendants agree to provide a court-stamped copy of the Korean satisfaction of judgment to the Commission's attorney of record at the EEOC's Baltimore District Office. Defendants agree to release Mark Wohlfahrt from any and all claims arising out of his employment with ICT, Inc.

12. The payment made and satisfaction of judgment filed pursuant to paragraphs 10 and 11, above are consideration to satisfy EEOC's allegations of damages. No part of this award is attributable to the payment of lost wages and shall be paid without the withholding of any federal tax, state tax, social security, Medicare, or other withholding of any kind whatsoever and shall be reported to the Internal Revenue Service on a Form 1099.

SCOPE AND DURATION OF DECREE

13. Except where otherwise provided, this Decree shall remain in effect for a period of 12 months from the date of entry of this Decree.

14. This Court retains jurisdiction of this action to ensure compliance with this Decree. In all other respects, this action is dismissed with prejudice and the Clerk of the Court is directed to remove this action from the Court's calendar.

MISCELLANEOUS

15. The Commission and Defendants shall bear their own costs, expenses and attorneys' fees incurred in connection with this action.

The undersigned counsel of record, on behalf of their respective clients, hereby consent to the entry of the foregoing Consent Decree.

EXHIBIT "A"

NOTICE TO EMPLOYEES

Under Section 704(a) of Title VII of the Civil Rights Act of 1964, as amended:

It shall be an unlawful employment practice for an employer to discriminate or retaliate in any manner against any person because of opposition to any practice declared unlawful under Title VII of the Civil Rights Act of 1964, as amended, or because of the filing of a charge, the giving of testimony or assistance, or the participation in any investigation, proceeding, or hearing under Title VII of the Civil Rights Act of 1964, as amended.

STG, Inc. will not tolerate any form of retaliation against anyone - whether an applicant, employee, or former employee - who brings a complaint or who participates as a witness in the investigation of a complaint of discrimination. If any employee engages in such retaliation, that employee will face disciplinary action, up to and including termination of employment.

STG, Inc.

By: _____
(Representative) (Title)

Dated: _____