

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

United States Courts
Southern District of Texas
ENTERED

MAR 21 2006

EQUAL EMPLOYMENT OPPORTUNITY §
COMMISSION, §

Plaintiff,

V.

APT. REPAIRS, INC.,

Defendant.

CIVIL ACTION NO. H-05-3366

JURY TRIAL DEMANDED

CONSENT DECREE

Plaintiff, the United States Equal Employment Opportunity Commission (“Commission” or “EEOC”) alleged that Defendant, Apt. Repairs, Inc. (“Defendant”) is liable for discrimination on the basis of sex, in violation of Title VII of the Civil Rights Act of 1964, and Title I of the Civil Rights Act of 1991. The EEOC’s lawsuit alleges that Defendant violated these federal statutes by terminating Norma Mora because she was pregnant.

The Commission and Defendant wish to avoid the risks, uncertainties and expenses of continued litigation. Accordingly, the parties have agreed to settle this lawsuit. The parties agree that this Consent Decree is being entered into for the purpose of compromising disputed claims without the necessity for protracted litigation. This Consent Decree is not an admission of wrongdoing or an

adjudication or finding on the merits of the case.

The Commission and Defendant stipulate to the jurisdiction of the Court and to satisfaction of all administrative prerequisites. The parties further waive hearing and entry of findings of fact and conclusions of law on all issues.

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-05-3366, and in EEOC Charge No. 330-2005-00351.
2. Defendant, its officers, agents, employees and all persons acting in concert with the Defendant shall not engage in any employment practice which has the purpose or effect of discriminating against any individual on the basis of sex, pregnancy, or any pregnancy related condition and specifically agrees to not restrict pregnant employees from working as required by Title VII of the Civil Rights Act of 1964, as amended.
3. Defendant, its officers, agents, employees, and all persons acting in concert with Defendant shall not take any retaliatory measure, against any employee, former employee or applicant for opposing practices made unlawful under Title VII of the Civil Rights Act of 1964, as amended, or for making a charge or complaint to the EEOC, testifying, assisting or participating in any manner in any investigation, proceeding or hearing under Title VII of the Civil Rights Act of

1964, as amended.

4. Defendant represents that it does not own, operate, manage or provide any cleaning services to any apartment complexes.

5. If Defendant owns, operates, manages or provides cleaning services to any apartment complex during the effective period of this Consent Decree, Defendant agrees that within ten (10) days after Apt. Repairs, Inc. assumes ownership or begins operation or management or provides cleaning services, Defendant will post a non-discrimination notice. This notice shall remain posted for the balance of the effective period 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. Defendant shall designate a manager, whose name will be provided to the EEOC, who will be responsible for ensuring that the notice remains posted for the balance of the effective period of this Consent Decree.

6. If Defendant owns, operates, manages or provides cleaning services to any apartment complex during the effective period of this Consent Decree, Defendant agrees for the duration of the Decree it shall maintain a list of all pregnant employees who separate employment from Defendant, either voluntarily or involuntarily, specifying each individual's name, address, telephone number, social security number and date of separation.

7. Within fourteen (14) days from the date of entry of this Decree, Defendant agrees to pay Norma Mora a total sum of TEN THOUSAND TWO HUNDRED THIRTY DOLLARS (\$10,230.00) in full and final settlement of the Commission's lawsuit. The Commission shall notify Defendant, within seven (7) days of entry of the Decree of the address to which the check to Ms. Mora will be mailed. A copy of the check disbursed shall be mailed to the Commission's undersigned counsel of record on the same day the check is mailed to the Charging Party.

8. The sums payable to the Charging Party may be subject to federal or state income tax. Defendant agrees to issue Internal Revenue Service ("IRS") Form 1099 or an equivalent form to Charging Party for all sums paid pursuant to this Consent Decree. The Charging Party will be responsible for paying any federal, state or local taxes, including federal income tax that may be due on the aforementioned monetary award. Defendant and the Commission agree that the sums paid pursuant to this Decree are for personal damages and emotional distress. Defendant makes no representation as to the tax status of the funds being paid herein.

9. Defendant agrees to segregate in a separate, confidential folder all documents related to Norma Mora's charge of discrimination and the Commission's lawsuit. These documents shall not be part of her personnel file. Further, Defendant agrees not to reference any of the following to any potential

employer of Ms. Mora: her charge of discrimination, the Commission's lawsuit, or this Consent Decree entered in the Commission's lawsuit.

10. Defendant shall provide Ms. Mora with a positive letter of recommendation which includes Ms. Mora's dates of employment, last position held, and a statement indicating that she successfully performed her job duties.

11. This Decree shall remain in effect for twenty-four (24) months from the date of signing. During the period that this Decree shall remain in effect, the Court shall retain jurisdiction to assure compliance with this Consent Decree and to permit entry of such further orders or modifications as may be appropriate. The EEOC is specifically authorized to seek Court-ordered enforcement of this Consent Decree in the event of a breach of any provisions herein.

12. This Decree shall be binding on Defendant and any successors in interest in which either Apt. Repairs, Inc., or any other party affiliated with Defendant own an interest. If, however, Defendant sells all or substantially all of its assets to a person or entity not affiliated with Defendant, Defendant shall provide notice to the Commission of any transfer of ownership within thirty (30) days after the execution of a definitive agreement for sale of the business or the actual date of sale of the business, whichever occurs earliest.

13. Nothing in this Decree shall be construed to preclude the Commission from filing a separate action under Title VII or any other statute which the Commission

enforces in the future for any alleged violations by Defendant not resolved by this Consent Decree. Any claims that have been asserted or could have been asserted by Norma Mora in this litigation or in the charge, or otherwise concerning her employment with Defendant, are hereby resolved by this Consent Decree.

14. Each signatory certifies that he or she is authorized to execute this document on behalf of the party or parties whom he or she represents.

15. Except as provided herein, the parties shall bear their own costs and attorney fees.

Signed this 20 day of Mar, 2006 at Houston, Texas.

A handwritten signature in black ink, appearing to read "David Hittner", written over a horizontal line.

David Hittner
United States District Judge

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

**Houston District Office
Mickey Leland Federal Building
1919 Smith Street, 7th Floor
Houston, Texas 77002-8049
PH: (713) 209-3320
TTY: (713) 209-3439; FAX: (713) 209- 3381**

**NOTICE TO THE EMPLOYEES OF
APT. REPAIRS INC.**

THIS NOTICE IS POSTED PURSUANT TO A CONSENT DECREE ENTERED INTO BETWEEN THE EEOC AND APT. REPAIRS INC. REGARDING SEX DISCRIMINATION IN THE WORK PLACE PURSUANT TO TITLE VII OF THE CIVIL RIGHTS ACT OF 1964.

- (1) Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's sex, including pregnancy or pregnancy related condition, race, color, religion, national origin, age or disability with respect to compensation, hiring or other terms, conditions or privileges of employment.
- (2) APT. REPAIRS INC. supports and will comply with such Federal law in all respects and will not take any action against employees because they have exercised their rights under the law by filing charges with the Equal Employment Opportunity Commission (EEOC), providing information to the EEOC, and/or receiving compensation for the settlement of any employment discrimination claim.
- (3) Sex discrimination, including discrimination on the basis of pregnancy or pregnancy-related condition, is expressly prohibited and constitutes an unlawful discriminatory employment practice.
- (4) APT. REPAIRS INC. prohibits sex discrimination, including discrimination on the basis of pregnancy or pregnancy related condition, and will not tolerate sex discrimination or retaliation against any employee who reports discrimination or harassment in the company's workplace.
- (5) Any employee who feels they have been the target of sex discrimination, including discrimination on the basis of pregnancy, is advised to report it promptly to _____.

SIGNED this _____ day of _____, 2006.

(Name)

(Title)

APT. REPAIRS INC.

This OFFICIAL NOTICE shall remain posted for two full years from date of signing.

EXHIBIT "A"

AGREED AND CONSENTED TO:

PLAINTIFF

Aimee McFerren
Kentucky Bar No.: 89912
Southern District No.: 36953
EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
1919 Smith Street, 7th Floor
Houston, Texas 77002
(713) 209-3390
Fax: (713) 209-3402

/s/ Aimee L. McFerren
Counsel for Plaintiff

March 15, 2006
Date

DEFENDANT

William C. Boyd
Texas Bar No.: 02779000
Southern District No.: 5258
PATTERSON, BOYD
LOWERY, P.C.
2101 Louisiana
Houston, Texas 77002
(713) 222-0351
Fax: (713) 759-0642

s/ William C. Boyd by permission ALM
Counsel for Defendant

March 17, 2006
Date