

at wage rates less than the rates paid to male employees performing substantially equal work or otherwise discriminating against her because of her sex in violation of the Equal Pay Act and Title VII.

C. Defendant denied the allegations of sex discrimination alleged in both the Original Complaint and the First Amended Original Complaint.

D. The parties wish to avoid the risks, uncertainties and expenses of continued litigation. Accordingly, the parties have agreed to settle this lawsuit. Neither Defendant's consent to the entry of this Decree nor any of the terms set forth in it shall constitute or be construed as an admission of any Equal Pay Act or Title VII violation, which is expressly denied by Defendant. Both parties agree that this Consent Decree is being entered into for the sole purpose of compromising disputed claims without the necessity for protracted litigation.

E. The Commission and WVT stipulate to the jurisdiction of the Court and the 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 ORDERED that:

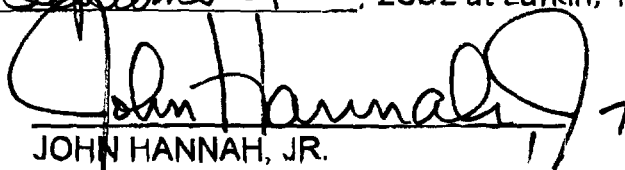
1. This Consent Decree is entered in full and complete settlement of any and all claims made by the Commission arising out of or asserted in Civil Action No. 9:01-CV-155 and on behalf of Ms. Sylvest and Ms. Brinberry (Iken) and Ms. Sylvest's Charge of Discrimination, No. 330-A0-1956.
2. WVT agrees that it will not engage in any employment practices which

discriminate against any individual with respect to compensation, terms, conditions or privileges of employment because of such individual's sex in violation of the Equal Pay Act of 1963, as amended, 29 U.S.C. §206 *et seq.* and Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.* and will not retaliate against any individual who has opposed any practice made an unlawful employment practice under the Equal Pay Act or Title VII or who has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under the Equal Pay Act or Title VII or in connection with this case.

3. WVT agrees that within thirty days after entry of this Decree it will conspicuously post copies of the attached notice (Exhibit "A") in areas accessible to all employees or other persons working at its facility for a period of one year from the date the Decree is entered.
4. WVT agrees to provide written neutral job references for Marilyn Sylvest stating dates of employment, position held, last salary and indicating that she is eligible for rehire in the format attached as Exhibit "B".
5. Defendant agrees to pay the sum of ONE THOUSAND TWO HUNDRED NINETY AND NO/100 DOLLARS (\$1,290.00) to Marilyn Sylvest in full and final settlement of this lawsuit. Said sum shall be paid within ten (10) days from the date of entry of this Consent Decree. A copy of the check disbursed to Ms. Sylvest shall be mailed to the EEOC's undersigned counsel of record.

6. Each party to this Consent Decree shall bear their own costs and attorney's fees.
7. This Consent Decree shall be binding on Defendant and all of Defendant's subsequent successors-in-interest, and Defendant will notify all such subsequent successors-in-interest of the existence and terms of this Consent Decree.
8. This Decree shall remain in effect for one year 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 Decree and to permit entry of such further orders or modifications as may be appropriate. The EEOC hereto is authorized to seek Court-ordered enforcement of this Decree in the event of a breach of any of the provisions herein.
9. Nothing in this Consent Decree shall be construed to preclude the Commission from filing a separate action in the future under Equal Pay Act, Title VII, or any other statute which the Commission enforces, for any alleged subsequent violations by Defendant not resolved by this Decree.
10. Each signatory certifies that he/she is authorized to execute this document on behalf of the party or parties whom they represent.

SIGNED this 11th day of September, 2002 at Lufkin, Texas.


JOHN HANNAH, JR.
U.S. District Judge

AGREED AND CONSENTED TO:

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

By: 

Kathy D. Boutchee
Attorney-in-Charge
TBN: 02717500
Houston District Office
1919 Smith St., 7th Floor
Houston, Texas 77002
(713) 209-3399
Fax: (713) 209-3402

ATTORNEY FOR PLAINTIFF

WVT OF TEXAS, INC

By: 

John F. (Jack) Walker, III
Attorney-in-Charge
TBN: 00785167
Sammons & Parker, P. C.
218 North College
Tyler, Texas 75702
(903) 595-4541
Fax: (903) 595-2864

ATTORNEY FOR DEFENDANT

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**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
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NOTICE

**AS REQUIRED UNDER THE EQUAL PAY ACT OF 1963 AND
TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED**

THIS NOTICE TO ALL EMPLOYEES OF WVT OF TEXAS, INC. IS BEING POSTED REGARDING SEX AND WAGE DISCRIMINATION IN THE WORK PLACE AND THE EQUAL PAY ACT OF 1963 AND TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED.

1. Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's sex, race, color, religion, national origin, age or disability with respect to compensation, hiring or other terms, conditions or privileges of employment.
2. WVT of Texas support 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 sex, wage or other type of discrimination claim.
3. WVT of Texas prohibits sex and wage discrimination and all other forms of discrimination and will not engage in the practice of altering the terms and conditions of employment on the basis of an employee's sex, race, color, religion, national origin, age or disability.
4. Sex and wage discrimination are expressly prohibited and constitutes an unlawful discriminatory employment practice. Such discriminatory employment practices will not be tolerated at WVT of Texas, Inc..
5. Any employee who feels he/she is the target of such discrimination is advised to report this action promptly to _____
(insert name, address & telephone #)

SIGNED this _____ day of _____, 2002.

_____, President
Company Name

This NOTICE shall be posted for one full year from date of signing.

Exhibit "A"

[WVT of Texas Inc.'s Letterhead]

To Whom It May Concern:

Marilyn Sylvest was employed by WVT of Texas, Inc. as a Customer Manager for the period from August 23, 1999 to April 17, 2000. Her ending salary was \$350.00 per week. She is eligible for reemployment by WVT.

Sincerely,

Joel Franklin, General Manager
WVT of Texas, Inc.

EXHIBIT "B"