

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
SAN ANTONIO DIVISION

FILED

APR 21 1997

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
PONY EXPRESS COURIER CORP.,)
)
Defendant.)
_____)

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY JL
DEPUTY CLERK

CIVIL ACTION NO. SA 96 CA 1333

CONSENT DECREE

The parties to this Consent Decree are the Plaintiff, United States Equal Employment Opportunity Commission ("EEOC"), and Defendant, Pony Express Courier Corp. ("Pony Express"). The EEOC initiated this lawsuit on December 13, 1996 under the Equal Pay Act of 1963, 29 U.S.C. §201 et seq. ("EPA"), and Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq. ("Title VII"), and Title I of the Civil Rights Act of 1991, 42 U.S.C. §1981a. The Complaint alleges that Pony Express paid Regina Gonzales at a rate less than the rate paid to a male employee, in the same establishment, who replaced her, for performing substantially equal work in a job which required equal skill, effort, and responsibility, and which was performed under similar working conditions.

The EEOC and Pony Express wish to settle this action, without the necessity of further litigation, pursuant to the terms delineated in this Decree.

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. This Court has jurisdiction of the subject matter of this action and the parties,

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venue is proper, and all administrative prerequisites to the filing of Civil Action No. SA 96 CA 1333 have been met. The Complaint states claims, which, if proved, would authorize this Court to grant relief against Pony Express, pursuant to the EPA and Title VII.

2. This Decree resolves all issues raised in the EEOC's Complaint in this case. The EEOC waives further litigation of all issues raised in the above-referenced Complaint. The EEOC expressly reserves its right, however, to process and litigate any other charges which may now be pending or may in the future be filed against Pony Express.

3. The duration of this Decree shall be three years from the date of its filing with the Court. This Court shall retain jurisdiction of this action during the period of this Decree and may enter such other and further relief as it deems appropriate to ensure implementation and enforcement of its provisions. Any violation of the Consent Decree by Defendant Pony Express or its agents or assigns shall toll the running of this three-year period as of the date of the violation. If the Court subsequently determines this Decree was violated, the three-year period shall recommence and continue from the date of entry of an Order setting out such a violation or until such time as ordered by the Court. Should the Court find the Decree was not violated, the three-year period shall recommence, retroactive to the date of the filing of the pleading alleging that a violation had occurred.

4. Defendant Pony Express is enjoined from engaging in unequal pay on the basis of sex and in any other employment practice which has the purpose or effect of unlawfully discriminating against any past, present, or future employee on the basis of his or her sex.

5. Defendant Pony Express is enjoined from discriminating within any of its establishments between employees on the basis of sex, by paying wages to employees of one sex

at rates less than the rates at which it pays wages to employees of the opposite sex for substantially equal work on jobs the performance of which requires equal skill, effort, and responsibility, and which are performed under similar working conditions.

6. Defendant Pony Express is enjoined from taking any reprisal action, in any manner whatsoever, against Regina Gonzales or any other past, present, or future employee, for opposing any employment practice made unlawful by Title VII, or for filing a discrimination charge, giving testimony or assistance, or participating in any manner in any investigation, proceeding, or hearing under Title VII.

7. Defendant Pony Express, in settlement of this dispute, shall pay to Regina Gonzales, in certified funds or by cashier's check, the sum of \$3,187.52. Such payment shall be mailed to 3055 Cenizo, San Antonio, Texas 78264, within ten days of the filing date of this Decree. A copy of such check and any accompanying transmittal documents shall be forwarded to the EEOC to the attention of Robert B. Harwin, Regional Attorney, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

8. Defendant Pony Express shall, within ten days of the filing date of this Decree, remove from their records and files any notations, remarks or other indications evidencing that the service performed by Regina Gonzales was other than or anything less than satisfactory.

9. Defendant Pony Express shall make no mention of the filing of this Complaint or the underlying charge in discussing Regina Gonzales' job performance with prospective employers. Defendant Pony Express, in furnishing oral or written references concerning Gonzales to prospective future employers, shall only provide Ms. Gonzales' dates of employment and indicate that Ms. Gonzales was performing in a satisfactory manner. Defendant Pony

Express shall make no other statement, written or oral, concerning Regina Gonzales to prospective future employers and shall make no reference to matters arising under or relating to any charges of employment discrimination. This provision shall survive the expiration of this consent decree.

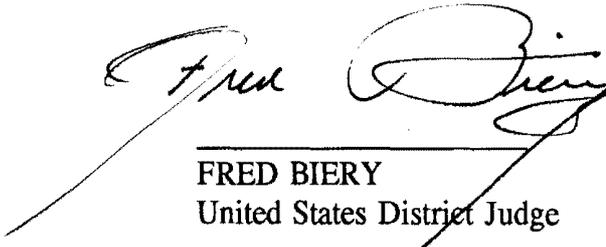
10. The terms of this Decree shall be binding upon the EEOC and Defendant Pony Express, their heirs, agents, officers, employees, servants, successors, and assigns, as to the issues resolved herein.

11. The EEOC may monitor compliance with this Decree by requesting copies of relevant documents if the EEOC has reason to believe that any provision of this Decree has been violated.

12. The parties shall bear their own costs and attorney's fees incurred in this action. The parties agree that pursuant to Section 706(k) of Title VII, 42 U.S.C. §2000e-5(k), there is no "prevailing party" in this action or proceeding.

SO ORDERED.

Signed this 21st day of April, 1997.



FRED BIERY
United States District Judge

Respectfully submitted,

C. GREGORY STEWART
General Counsel

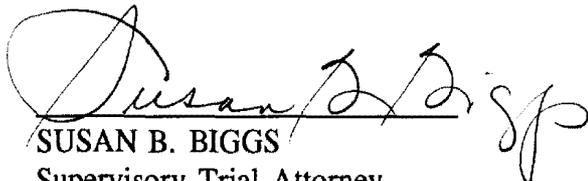
ROSALIND D. GRAY
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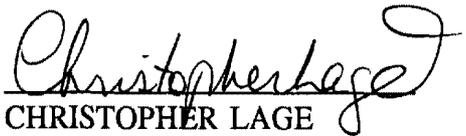

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