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

FILED

JAN 15 1999

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

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	)	
Plaintiff,	)	
v.	)	Civil Action No. SA-98CA-412-FB
LEASING SERVICES, INC.,	)	
Defendant.	)	

CONSENT DECREE

The parties to this Consent Decree are the Plaintiff, United States Equal Employment Opportunity Commission ("EEOC"), and Defendant, Leasing Services, Inc., ("LSI"). This Consent Decree resolves the above-referenced Civil Action No. SA-98-CA-412-FB. The EEOC initiated this lawsuit under 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 was filed to correct alleged unlawful employment practices on the basis of sex (female) and to provide appropriate relief to Jeannette A. Perez and one other similarly situated female, Darlene McCluskey, who were adversely affected by such practices. The Commission is alleging that Jeannette A. Perez and Ms. McCluskey were subjected to a hostile work environment because of their sex, female, while they were employed by LSI. In addition to this claim, the Commission is alleging that Jeannette A. Perez

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was forced to resign her position from LSI because of the hostile work environment.

The EEOC and LSI 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 the action and the parties, venue is proper, and all administrative prerequisites to the filing of this action have been met. The Complaint states claims on behalf of Jeannette A. Perez and Ms. McCluskey, which, if proved, would authorize this Court to grant relief against LSI, pursuant to Title VII.

2. This Decree resolves those claims against LSI raised in the EEOC's Complaint in this case. EEOC expressly reserves its right to process and litigate any other charges which may now be pending or may in the future be filed against Defendant LSI.

3. The duration of this Decree shall be 180 days 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 LSI or its officers, directors, employees, agents, or assigns shall toll the running of this 180 day period as of the date of violation. If the Court subsequently

determines this Decree was violated, the 180 day 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 180 day period shall recommence, retroactive to the date of the filing of the pleading alleging that a violation had occurred.

4. Defendant LSI shall make no mention of the filing of this Complaint or the underlying charge to Jeannette A. Perez and/or Darlene McCluskey's prospective employers. Defendant LSI shall, within 10 days of the filing date of this Decree, remove from its personnel records and files regarding Ms. Perez and Ms. McCluskey any notations, remarks or other indications evidencing that Jeannette A. Perez and/or Darlene McCluskey opposed any employment practice made unlawful by Title VII, or filed a discrimination charge, gave testimony or assistance, or participated in any manner in any investigation, proceeding, or hearing under Title VII. This provision shall survive the expiration of the Decree.

5. Defendant LSI, in settlement of this dispute, shall pay Jeannette A. Perez the sum of $3,000.00 and pay $500.00 to Darlene McCluskey, in certified funds or by cashiers check, within 10 days of the entry of this Consent Decree. The payment to Jeannette A. Perez shall be mailed directly to Jeannette A. Perez at 1602 W. Hollywood, San Antonio, Texas 78201, and the payment to Darlene McCluskey shall be mailed directly to Darlene McCluskey at 7718

Horseback, Von Ormy, Texas 78073.

A copy of the checks and accompanying transmittal papers shall be contemporaneously forwarded to Robert B. Harwin, Regional Attorney, Equal Employment Opportunity Commission, Mockingbird Plaza II, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

6. The terms of this Decree shall be binding upon the EEOC and Defendant LSI, its officers, directors, employees, agents, as to those issues resolved herein.

7. Each party shall bear its own costs, including attorney's fees, incurred in this action.

8. The parties agree that there is no prevailing party in this action or proceeding.

The Clerk shall furnish a copy hereof to each attorney of record.

SO ORDERED.

Signed this 15th day of January, 1999.

FRED BIERY
United States District Judge

Respectfully Submitted,

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