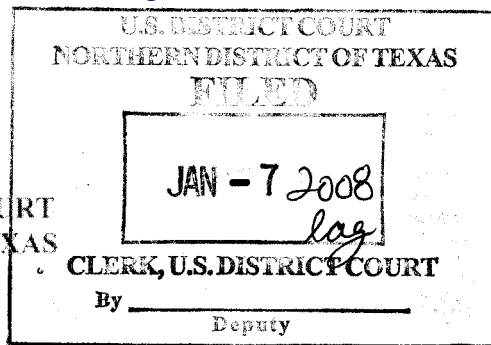


BTM



IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

THE TERMINIX INTERNATIONAL CO., L.P.

Defendant.

CIVIL ACTION NO.
3-06-CV1761-M

CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and between the Equal Employment Opportunity Commission ("EEOC") and The Terminix International Co., L.P. ("Defendant") in the United States District Court for the Northern District of Texas, Dallas Division, with regard to the EEOC's Complaint, filed in Civil Action No. 3-06CV1761-M. The Complaint was based upon a Charge of Discrimination filed by Sadakka Morehead, Charging Party, against the Defendant, Charge No. 310-2005-04678.

The above-referenced Complaint filed by EEOC alleges that the Defendant violated Title VII of the Civil Rights Act of 1964, as amended, by discriminating against Sadakka Morehead, A.C. Jenkins and Rickey Reese, Jr. by failing to promote them to the position of Pest Control Service Technician because of their race, Black and by unlawfully retaliating against Sadakka Morehead by terminating his employment because of his opposition to employment practices believed to be unlawful under Title VII. The Defendant denies all of the allegations made in the Complaint filed by EEOC. By execution of this Consent Decree, The Terminix International Co., L.P. does not acknowledge in any respect, and, in fact, expressly denies the allegations asserted by EEOC.

CONSENT DECREE

The EEOC and the Defendant agree to compromise and settle the differences embodied in the Complaint filed by EEOC and intend that the terms and conditions of the compromise and settlement be set forth in this Consent Decree ("Consent Decree").

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Consent Decree resolves all issues raised in the EEOC Charge. This Decree further resolves all issues in the Complaint and Amended Complaints filed by the EEOC in this civil action. The EEOC, and Morehead, Jenkins and Reese waive and fully and finally release further claims and or litigation on all issues raised or which could be raised in the above referenced Charge and Complaint and Amended Complaint. The EEOC does not waive processing or litigating Charges other than the above-referenced Charge.

2. Defendant The Terminix International Co., L.P. agrees that it shall conduct all employment practices in a manner that does not subject any employee to discrimination on the basis of race, as prohibited by Title VII of the Civil Rights Act of 1964, as amended.

3. Defendant The Terminix International Co., L.P. agrees to post the Notice appended hereto as Attachment "A" on the employee bulletin boards at the Terminix International Co., L.P. location in Arlington, Texas within ten (10) days after the entry of this Consent Decree. Defendant Terminix International Co., L.P. will report to the EEOC that it has complied with this requirement within 14 days after posting the Notice. The Notice shall remain posted for 1 year following the entry of this Consent Decree.

4. Defendant The Terminix International Co., L.P. has developed and implemented a written policy prohibiting discrimination in the workplace, including race discrimination, and including a complaint procedure for employees to notify Defendant The Terminix International Co., L.P. of any alleged complaints of discrimination. Defendant The Terminix International Co., L.P. agrees to re-issue the policy to all employees at its Arlington, Texas location within 90 days after the entry of this Consent Decree. Defendant The Terminix International Co., L.P. will provide a copy of the policy to EEOC and will report to the EEOC that it has complied with these requirements within 14 days after re-issuing the policy to its employees.

5. Defendant The Terminix International Co., L.P. agrees to conduct a training session in 2008 and 2009 for all supervisory and management employees of The Terminix International Co., L.P. located in Arlington, Texas, advising them of the requirements and prohibitions of the federal anti-discrimination laws with special emphasis on race discrimination. The training will inform the employees of the complaint procedure for individuals who believe they have experienced discrimination. The training will also advise management and the supervisory employees of the consequences of violating the federal anti-discrimination laws. Each training session shall be at least one hour in duration. The Defendant will provide EEOC with a copy of all materials used in the first year of training within 30 days of the training. The Defendant will send an acknowledgement to the EEOC when the subsequent training occurs.

6. Defendant agrees to remove from all personnel files of Sadakka Morehead, A.C. Jenkins and Rickey Reese, Jr. all documents, entries and references relating to: the facts and circumstances which led to the filing of his Charge of Discrimination; the Charge itself; and the Complaint filed by the EEOC in federal court based upon his Charge. Defendant The Terminix International Co., L.P.

will report to the EEOC within 14 days of the entry of this Consent Decree regarding its compliance with this paragraph. Other than filing this Consent Decree with the Court, Morehead, Jenkins and Reese agree not to disclose or cause to be disclosed in any way, the terms of this agreement or the fact that such agreement exists.

7. Defendant The Terminix International Co., L.P. agrees to provide Sadakka Morehead, A.C. Jenkins and Ricky Reese with a neutral letter of reference including positions held, dates of employment and salary.

8. Defendant The Terminix International Co., L.P. agrees that there shall be no discrimination or retaliation of any kind against any person working for the Defendant because of opposition to any practice declared unlawful under Title VII or because of the filing of a Charge, giving testimony or assistance or participating in any manner in any investigation, proceeding or hearing under Title VII.

9. Defendant The Terminix International Co., L.P. agrees to pay \$95,000.00 to Morehead, Jenkins and Reese, in compromise and full satisfaction of all claims, which were or could be raised in this cause.

10. The specific payments to Morehead, Jenkins and Reese referenced in paragraph 9, above, shall be made within 21 days of the entry of this Consent Decree and the execution of settlement, release and non-disclosure agreements by Morehead, Jenkins and Reese. Defendant The Terminix International Co., L.P. agrees to report to the EEOC within 14 days after the payment referenced in paragraph 9 regarding its compliance with this paragraph.

11. All reports to the EEOC required by this Decree shall be sent to William C. Backhaus, Senior Trial Attorney, EEOC, 207 South Houston Street, Third Floor, Dallas, Texas

75202.

12. If Defendant The Terminix International Co., L.P. fails to tender payment or otherwise fails to timely comply with the terms of paragraph 9 above, Defendant The Terminix International Co., L.P. shall, as applicable:

- a. Pay interest at the rate calculated pursuant to 26 U.S.C. Section 6621(b) on any untimely or unpaid amounts; and
- b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

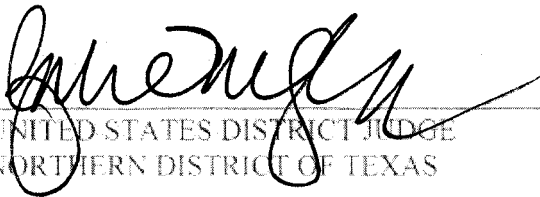
13. Neither the EEOC nor Defendant The Terminix International Co., L.P. shall contest the validity of this Consent Decree nor the jurisdiction of the federal district court for the Northern District of Texas, Dallas Division to enforce this Consent Decree and its terms or the right of any party to the Consent Decree to bring an enforcement action upon breach of any term of this Consent Decree by any such party. Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in the event that Defendant The Terminix International Co., L.P. fails to perform the promises and representations contained herein. EEOC will provide the Defendant with written notice and an opportunity to cure at least 30 days before taking any action to enforce. The EEOC is authorized to seek compliance with the Consent Decree through civil action in the United States District Court. The EEOC also reserves the right to seek contempt sanctions for non-payment and non-compliance with this Court Order.

14. The parties to this Consent Decree agree to bear their own costs and attorney's fees associated with all of the above-referenced matters.

15. The term of this Decree shall be for 2 years.

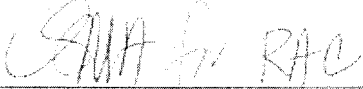
SO ORDERED, ADJUDGED AND DECREED this 7th day of

January, 2008


UNITED STATES DISTRICT JUDGE
NORTHERN DISTRICT OF TEXAS

AGREED AS TO FORM AND SUBSTANCE:

FOR THE PLAINTIFF EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:



ROBERT A. CANINO, Oklahoma State Bar No. 11782
Regional Attorney

SUZANNE ANDERSON, Texas State Bar No. 14009470
Supervisory Trial Attorney

WILLIAM C. BACKHAUS, Texas State Bar No. 01493850
Senior Trial Attorney
Dallas District Office
207 South Houston Street, Third Floor
Dallas, Texas 75202
Tel. No. 214-253-2742; Fax No. 214-253-2749

FOR DEFENDANT:



LINDA C. SCHOONMAKER, Texas State Bar No. 17806300

SEYFARTH SHAW L.L.P.
700 Louisiana Street, Suite 3700
Houston, Texas 77002-2727
Tel. No. 713-860-0083; Fax No. 713-225-2340

CONSENT DECREE

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
NOTICE TO ALL EMPLOYEES

This NOTICE will be conspicuously posted for a period of one (1) year at this facility and in all places where employment notices are posted. It must not be altered, defaced, or covered by any other material.

POLICY: Discrimination of any kind can and often will detract from employee's job performance discourage employees from remaining on the job, keep employees from advancing in their careers and lowers overall employee morale and productivity. It is the policy of The Terminix International Co., L.P. that discrimination and/or retaliation is unacceptable conduct and will not be condoned.

PURPOSE: It is the purpose of this policy to reaffirm and amplify the position of Title VII of the Civil Rights Act of 1964, as amended, and the Equal Employment Opportunity Commission's guidelines on discrimination and/or retaliation and to reiterate The Terminix International Co., L.P.'s policy against discrimination and/or retaliation.

SCOPE: This policy extends to all employees of The Terminix International Co., L.P., including management, non-management, temporary and/or probationary.

DEFINITION: Discrimination occurs when an employment decision is made based on a person's race, color, national origin, sex, religion, disability or age rather than on legitimate factors. Harassment is a form of discrimination and includes unwelcome verbal or non-verbal conduct of a discriminatory nature that is sufficiently severe or pervasive to alter the conditions of a person's employment. Conduct is considered to be unwelcome if the employee did not solicit or invite it, if the employee considered the conduct to be undesirable or offensive and a reasonable person would also find the same behavior to be undesirable or offensive. A hostile work environment, even one that may not seriously affect employees' psychological well-being, violates the law. The law further provides that a hostile work environment may still exist even if the employee possesses the fortitude and dedication to complete his assigned tasks in the face of such offensive and abusive conduct and comments from co-workers or superiors. Failure to promote an employee because of his or her race, color, national origin, sex, religion, disability or age is illegal discrimination.

GENERAL: Examples of discrimination include:

- Unwelcome or unwanted verbal or written comments, jokes, innuendos, slurs, names, and epithets that are motivated by an individual's race, color, national origin, sex, religion, disability or age;
- Verbal or written abuse that is based on race, color, national origin, sex, religion, disability or age, and considered offensive or unacceptable by another individual;
- Actions, drawings, graffiti, and gestures based on race, color, national origin, sex, religion, disability or age, which are considered offensive or unacceptable by another individual;

- Any type of discriminatory conduct that unreasonably interferes with the work performance of another, including such conduct that reduces an employee's personal productivity or interferes with the employee's performance of assigned tasks;
- Failing to promote an employee because of his or her race, color, national origin, sex, religion, disability or age.

RESPONSIBILITY: Each level of management is responsible for ensuring that all personnel policies, procedure, and activities are in full compliance with applicable federal, state, and local equal employment laws, statute, rules, and regulations regarding discrimination and retaliation. Employees are expected to read, understand, and follow the policies that The Terminix International Co., L.P. has established to prevent discrimination and retaliation.

REPORTING PROCEDURES: Any employee who believes that he or she has been subjected to discrimination and/or retaliation is expected to report the alleged act as soon as possible to that person's immediate supervisor, any supervisor or manager with The Terminix International Co., L.P. or Human Resources Department. The Human Resources Department may be contacted at 860 Ridge Lake Boulevard, Memphis, Tennessee 38120 or by telephone at (800) 937-9888. Supervisors and managers who are informed of an alleged incident of discrimination and/or retaliation must immediately notify the Human Resource Department.

In addition to reporting a complaint of discrimination and/or retaliation to company officials, a person may also contact U.S. Equal Employment Opportunity Commission, and file a charge of employment discrimination. The Address and telephone number of the EEOC office is 207 S. Houston Street, Dallas, Texas 75202; (214) 253-2700. Information about employment rights and the procedures dealing with how to file a charge is available on the Internet at www.eeoc.gov.

INVESTIGATION OF COMPLAINTS: A complete investigation of each complaint will be undertaken immediately by the Human Resources Department. The investigation may include interview of all employees and supervisors at the facility, the inspection of documents, including personnel records, and full inspection of the premises.

PUNISHMENT FOR VIOLATION: Employees engaged in discrimination can expect serious disciplinary action. After appropriate investigation, any employee, whether management or non-management, who has been found to have engaged in discrimination and or retaliation against another employee will be subject to appropriate sanctions, depending on the circumstances, from a written warning in his or her personnel file up to and including termination of employment.

RETALIATION: There shall be no retaliation against any employee because that person has opposed what they believe to be unlawful employment practices; or has filed a charge of discrimination, or has given testimony, assistance, or has participated in any manner in any investigation, proceeding or hearing under Title VII of the Civil Rights Act of 1964. The Terminix International Co., L.P. will not punish you for reporting discrimination and /or retaliation simply because you have made a complaint under the above guidelines.

PROTECTION OF PRIVACY: The question of whether a particular action or incident

constitutes discrimination and/or retaliation requires a determination based on all available facts. The Terminix International Co., L.P. will therefore make a concerted effort to protect the privacy of all personnel. Confidential information will be shared on a need-to-know basis to complete the investigation and to deal appropriately with the situation.

EXCEPTIONS: There are no exceptions to this policy.

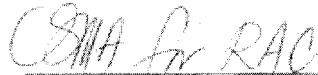
THIS IS AN OFFICIAL NOTICE AND MUST NOT BE REMOVED OR DEFACED BY ANYONE. THIS NOTICE WILL BE POSTED FOR A PERIOD OF ONE YEAR.

Signed this 28th day of November, 2007.

11/28/07
Date


The Terminix International Co., L.P.

11/28/07
Date


Robert A. Canino, Regional Attorney
Dallas District Office, EEOC

CASE CLOSED

CASE NUMBER: 3:06-CV-1761-M

DATE: 01-07-2008

TRIAL: YES _____ **NO** X _____