

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
CORPUS CHRISTI DIVISION

United States District Court
Southern District of Texas
ENTERED

DEC 3 0 1997

Michael N. Milby
Clerk of Court

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

PARTY BOAT, INC. d/b/a
DOLPHIN DOCKS

Defendant.

CIVIL ACTION NO. C 97 258

#12

CONSENT DECREE

The parties to this Consent Decree are the Plaintiff, United States Equal Employment Opportunity Commission ("EEOC"), and Defendant, Party Boat, Inc. d/b/a Dolphin Docks ("Dolphin Docks"). The EEOC initiated this lawsuit on May 2, 1997 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 alleges that Dolphin Docks engaged in unlawful employment practices at its facility in Port Aransas, Texas, in violation of Section 704(a) of Title VII, 42 U.S.C. §2000e-3(a). The alleged unlawful practices were maintaining a policy or practice of refusing to employ Hispanics and Blacks and terminating Michael Guetersloh because he opposed Dolphin Docks' alleged policy or practice of refusing to employ Hispanics and Blacks.

The EEOC and Dolphin Docks 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, venue is proper, and all administrative prerequisites to the filing of Civil Action No. C 97 258 have been met. The Complaint states claims, which, if proved, would authorize this Court to grant relief against Dolphin Docks, pursuant to 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 Dolphin Docks. The EEOC is not aware of any current charges of discrimination against Defendant.

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 Dolphin Docks 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 Dolphin Docks is enjoined from establishing or maintaining a policy or practice of refusing to employ qualified Hispanics and Blacks.

5. Defendant Dolphin Docks is enjoined from terminating employees because they

have opposed discriminatory employment practices and from engaging in any other employment practice which has the purpose or effect of unlawfully retaliating against any past, present, or future employee.

6. Defendant Dolphin Docks shall distribute a copy of its Employee Manual, as revised on January 1, 1997, and any subsequent revisions, to each of its employees, managers, officers and directors within thirty (30) days after entry of this Decree.

7. Defendant Dolphin Docks shall post a Notice to Employees in a conspicuous place, such as an employee bulletin board, which is attached hereto as Exhibit "A", within twenty (20) days of entry of this Decree.

8. Defendant Dolphin Docks shall make no mention of the filing of this Complaint or the underlying charge in discussing the Michael Guetersloh's employment at Dolphin Docks with prospective employers. Upon request from a prospective employer, Dolphin Docks may indicate the dates of employment for Michael Guetersloh and the fact that he held a management position, but shall not provide any additional information about him. This provision shall survive the expiration of this consent decree.

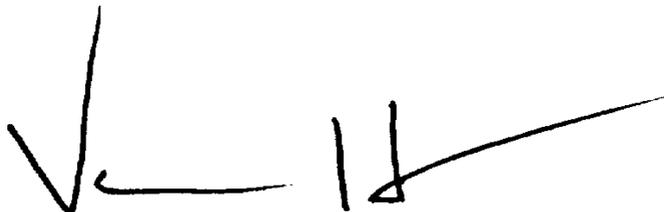
9. Defendant Dolphin Docks shall maintain documentation of the dates of hire and separation for all employees, including the dates of separation and rehire for those employees who leave their employment and subsequently return.

10. Defendant Dolphin Docks shall retain all employment applications for a period of no less than three (3) years.

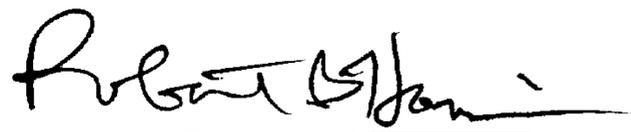
11. Defendant Dolphin Docks shall make quarterly payments to Michael Guetersloh at [REDACTED], in certified funds or by cashier's check, as

AGREED:

C. GREGORY STEWART
General Counsel
GWENDOLYN YOUNG REAMS
Associate General Counsel



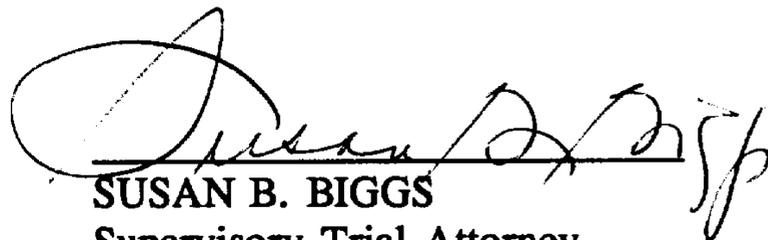
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Fax. (210) 229-4806

ATTORNEYS FOR PLAINTIFF

follows:

\$2,000.00 in January 1998	\$2,000.00 in January 1999	\$2,000.00 in January 2000
\$2,000.00 in April 1998	\$2,000.00 in April 1999	\$2,000.00 in April 2000
\$2,000.00 in July 1998	\$2,000.00 in July 1999	\$2,000.00 in July 2000
\$2,000.00 in October 1998	\$2,000.00 in October 1999	\$2,000.00 in October 2000

A copy of each 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.

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

13. The EEOC may monitor compliance with this Decree by interviewing Dolphin Docks employees, requesting copies of documents relevant to the terms of this Decree, and inspection of Dolphin Docks' facility.

14. 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. The parties further agree that this Decree does not constitute an admission by Defendant of the validity of the EEOC's claims.

SO ORDERED.

Signed this 29 day of Dec, 1997.


HONORABLE HAYDEN W. HEAD, JR.
United States District Judge