

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA**

**(1) EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

**Plaintiff,**

**V.**

**(1)CITGO PETROLEUM CORPORATION, an indirect wholly owned subsidiary of Petroleos de Venezuela, S.A.,**

**Defendant.**

**CIVIL ACTION NO.**

**CIV-03-1363-R**

## CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and among the Plaintiff, Equal Employment Opportunity Commission (“EEOC”), the Defendant, CITGO Petroleum Corporation (“CITGO”) and Jason Clark before the United States District Court for the Western District of Oklahoma, with regard to the EEOC’s Complaint filed on September 29, 2003 (“EEOC Complaint”), in Civil Action No. CIV-03-1363-R. This Complaint was based upon Charge of Discrimination Number 311 A1 0780, which was filed by Jason Clark.

The above-referenced Complaint alleges that Defendant violated the ADA by refusing to hire/withdrawing an offer of employment into a position with CITGO for Jason Clark, and then terminating Mr. Clark from his temporary position as a Laboratory Technician because of his physical disability, Juvenile Retinoschisis, or because Defendant regarded him as disabled or because he has a record of a disability. This is an action under § 102 of Title I of the ADA, 42 U.S.C. § 12112. The Plaintiff, the Equal Employment Opportunity Commission is the agency of the United States of America charged with the administration, interpretation and enforcement of

the ADA.

Defendant CITGO denies each and every allegation made by the EEOC and alleges Clark failed to cooperate with the post job offer medical evaluation process allowed by the ADA.

CITGO contends its actions were not a violation of the ADA.

EEOC, CITGO, and Mr. Clark agree to compromise the differences embodied in the Complaint, and intend that the terms and conditions of the compromise 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 EEOC Charge No. 311 A1 0780. This Decree further resolves all issues in the Complaint filed by the EEOC in this civil action. The EEOC waives further claims and/or litigation on all issues raised in the above-referenced charge and Complaint. The EEOC does not waive the processing of any other charges other than the charge of discrimination specifically referenced above.
2. The parties agree that this Consent Decree does not constitute an admission by CITGO of any violation of the Americans with Disabilities Act or any other statute enforced by the EEOC.
3. CITGO acknowledges it is required to conduct its employment practices in compliance with the ADA.
4. The duration of this Consent Decree shall be eighteen (18) months from the date of the entry of the Consent Decree.

5. Defendant shall establish and implement a written policy or amend its existing policy prohibiting discrimination in the workplace, including disability discrimination, and including a complaint procedure for employees to notify Defendant of any alleged complaints of discrimination. Defendant agrees to establish the policy within 90 days after the entry of this Consent Decree and distribute it to all employees within 30 days after implementation of the policy. Defendant will report to the EEOC that it has complied with these requirements within 30 days after distributing the policy to its employees.

6. Notice: Defendant agrees to post the Notice appended hereto as Attachment "A" on the employee bulletin board at the Oklahoma City Lubes plant within ten (10) days after the entry of this Consent Decree. Defendant will report to the EEOC that it has complied with this requirement within thirty (30) days after posting the Notice. Defendant will post this notice for one (1) year after the entry of this Consent Decree.

7. Training: Defendant agrees to conduct training of all of its employees, including the requirements and prohibitions of the ADA. The training will inform the employees of the complaint procedure for individuals who suspect that they are being discriminated against by Defendant. The training will be accomplished within one (1) year of the consent decree. Copies of all materials used in training shall be forwarded to the EEOC within thirty (30) days after the training materials are available. CITGO will confirm with the EEOC that the training has occurred.

8. Hiring: Defendant will provide the EEOC with the name, address and phone number of all job offerees who are not hired because of medical reasons at the Oklahoma City Lubes plant, for a period of one year after the entry of the Consent Decree.



9. Supervisor Accountability: CITGO agrees that it shall continue to advise all managers and supervisors of their duty to actively monitor their work areas to ensure employees' compliance with the company's anti-discrimination policy, and to report any incidents and/or complaints of discrimination and/or retaliation of which they become aware to the persons charged with handling such complaints.

10. Personnel File Expungement: Defendant agrees to remove from all personnel files of Jason Clark 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. CITGO may retain those items in CITGO's legal department files. Defendant will report to the EEOC within 30 days of the entry of this Consent Decree regarding its compliance with this paragraph.

11. Neutral Letter of Reference: Defendant agrees to provide Jason Clark with a neutral letter of reference, including the dates of worked and his job history.

12. Monetary Relief: CITGO agrees to pay to Jason Clark the full and final sum of seventy three thousand five hundred and no/100 dollars (\$73,500.00) in compromise and satisfaction of all claims, which were or could have been raised in this cause, including all costs and fees.

13. The parties agree this Consent Decree is the result of the unique facts and circumstances of this case as negotiated by the parties and will not serve as precedent in any other actions.

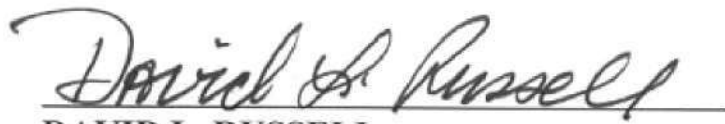
14. If CITGO fails to tender payment or otherwise fails to timely comply with the terms of paragraph 12 above, CITGO shall:

- 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 reasonable costs incurred by the EEOC caused by the non-compliance or delay of the defendant.

15. Neither the EEOC, nor Mr. Clark, nor CITGO shall contest the validity of this Consent Decree nor the jurisdiction of the federal district court to enforce this Consent Decree and its terms.

16. The parties to this Consent Decree agree to bear their own costs associated with the litigation of the above-referenced Complaint and the administration of this Consent Decree.

SO ORDERED, ADJUDGED AND DECREED this 14<sup>th</sup> day of February, 2005.

  
DAVID L. RUSSELL  
UNITED STATES DISTRICT JUDGE

**APPROVED AS TO FORM  
AND SUBSTANCE:**

**ATTORNEYS FOR PLAINTIFF EEOC:**

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

**SUZANNE ANDERSON**  
**Texas Bar No. 14009470**  
**Supervisory Trial Attorney**

**S/Michelle M. Robertson**  
**MICHELLE M. ROBERTSON**  
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**EQUAL EMPLOYMENT OPPORTUNITY  
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**S/Jason E. Clark\***

**\*Signed copy of original document bearing signature of  
Is being maintained in the office of filing Attorney**

**Charging Party**

**ATTORNEYS FOR THE DEFENDANT:**

**S/Audra Hamilton\***

**\*Signed copy of original document bearing signature of  
Defendant's attorney is being maintained in the office of filing Attorney.**

**CHARLES PLUMB**

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