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Michael N. Milby, Clerk of Court

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

EQUAL EMPLOYMENT OPPORTUNITY	§	
COMMISSION,	§	
	§	
Plaintiff,	§	
	§	
v.	§	CIVIL ACTION NO. H-04-3703
	§	
TRL GROUP, INC., and TRILEGIANT	§	
CORP.,	§	
	§	
Defendants.	§	

CONSENT DECREE

The Equal Employment Opportunity Commission ("Commission" or "EEOC") alleges that Defendants are legally responsible for unlawful sexual harassment which occurred at Defendants' Trilegiant Contact Center in Houston. The Commission alleges that the trainer and supervisor of Membership Sales Consultant trainees at that location subjected Starla Griffin and other women to an unlawful, sexually hostile environment that deprived these women of equal employment opportunities and otherwise adversely affected their status as employees, because of their sex, in violation of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), and Title I of the Civil Rights Act of 1991.

The parties stipulate to the jurisdiction of the Court and waive a hearing and the entry of findings of fact and conclusions of law.

It is therefore ORDERED that:

1. This Consent Decree is entered in full and complete settlement of any and all claims arising out of or contained in this lawsuit, Civil Action No. H-04-3703, and in EEOC Charge No.

SB

330-2003-02645.

2. Defendants agree that they will not engage in any employment practice which violates Title VII by unlawfully discriminating against any individual because of such individual's sex.

3. Defendants agree that they will not retaliate against any individual who opposes any practice made an unlawful employment practice by Title VII, or against any individual who has provided testimony or evidence related to this lawsuit or to the Charge of Discrimination upon which this lawsuit was based.

4. Within forty-five (45) days after the Court's entry of this Consent Decree, all Defendants' supervisors and managers in their training departments shall receive training on employment discrimination laws. The training shall include instruction on the investigation of employee complaints of any type of unlawful harassment, including sexual harassment. Prior to such training session, the Houston District Office of the EEOC shall receive a copy of the training presentation outline. Within ten (10) days after the completion of the training, the EEOC shall be provided with a sworn statement attesting to the date on which the training was completed, verification of attendance, and verification that all topics in the training presentation outline were covered; also, the EEOC will be provided with copies of forms -- signed by all managers at the conclusion of the training -- acknowledging the managers' responsibility to protect employees from harassment.

5. More than nine (9) months after the Court's entry of this Consent Decree, but prior to the expiration of the Decree, all Defendants' supervisors and managers in their training departments shall receive another training session on employment discrimination laws. The training shall include instruction on the investigation of employee complaints of any type of unlawful harassment,

including sexual harassment. Prior to such training session, the Houston District Office of the EEOC shall receive a copy of the training presentation outline. Within ten (10) days after the completion of the training, the EEOC shall be provided with a sworn statement attesting to the date on which the training was completed, verification of attendance, and verification that all topics in the training presentation outline were covered; also, the EEOC will be provided with copies of forms -- signed by all managers at the conclusion of the training -- acknowledging the managers' responsibility to protect employees from harassment.

6. Defendants agree that within the first week that they begin work as trainees, all Membership Sales Consultant trainees will be advised of Defendants' anti-discrimination policy, and will be advised of the procedures for making internal complaints of sexual harassment.

7. If Defendants open or operate any Contact Centers in Texas while this Decree is in effect, a non-discrimination notice will be posted at any such location for as long as this Consent Decree is in effect. A copy of this notice is attached hereto as Exhibit "A." The notice will be posted in a location, to be agreed upon by the parties, which is conspicuous and accessible to all employees. Defendants shall designate a manager, whose name will be provided to the EEOC, who will be responsible for ensuring that the notice remains posted during the term of this Decree.

8. Defendants agree to pay Starla Griffin a lump sum of THIRTY-FIVE THOUSAND DOLLARS (\$35,000.00) within ten (10) calendar days from the date of entry of this Decree and the effective date of a Waiver and Release signed by Starla Griffin. The check shall be mailed via certified mail, return receipt requested, to Starla Griffin at her home address, which will be supplied to Defendants by Plaintiff. A copy of the check shall be sent concurrently to the Commission at the following address: Equal Employment Opportunity Commission, attn: Timothy M. Bowne, 1919

Smith Street, 7th Floor, Houston, Texas 77002. To receive this payment, Ms. Griffin must execute a separate Waiver and Release form, the terms of which will have been negotiated and agreed upon prior to the filing of this Decree.

9. Within ten (10) days after the Court's entry of this Consent Decree, Defendants shall provide EEOC with the names and last known addresses and telephone numbers -- to the extent these are in Defendants' possession, custody, or control -- of women who were Membership Sales Consultant trainees at the Trilegiant Contact Center in Houston at any time from March 1, 2003 through June 30, 2003. For any of these women who the EEOC is unable to locate after a reasonable search or for any of these women who the EEOC is unable to confirm that it has located the correct individual, the EEOC may request further contact information, including Social Security numbers, for any such women for whom it is unable to locate or confirm the identity, and the Defendants shall provide the EEOC with such information, if it within Defendants' possession, custody, or control.

10. Defendants agree to pay an additional sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) to resolve the claims of female former Membership Sales Consultant trainees other than Ms. Griffin. Within sixty (60) days from the date of entry of this Decree, EEOC will supply Defendants with a list of former Membership Sales Consultant trainees who will share portions of this amount, along with the respective amounts to be paid the listed women. Within ten (10) calendar days after receiving this list from EEOC and the effective date of a Waiver and Release signed by each such individual, Defendants shall issue checks to the listed individuals, in accordance with the amounts stated on the list. A copy of each of these checks shall be sent concurrently to the Commission at the following address: Equal Employment Opportunity Commission, attn: Timothy M. Bowne, 1919 Smith Street, 7th Floor, Houston, Texas 77002. Individuals receiving any

Handwritten signature or initials, possibly "JB", in black ink.

payments pursuant to this Consent Decree are precluded from bringing any claims that Defendants, through the date of entry of this Consent Decree, violated Title VII or other anti-discrimination statute by subjecting them to a hostile work environment. To receive this payment, the identified individual must execute a separate Waiver and Release form, the terms of which will have been negotiated and agreed upon prior to the filing of this Decree. Signed Releases will be forwarded within five (5) business days after signing to Defendants' counsel.

11. Defendants agree that on the list referenced in paragraph 10, above, EEOC may designate women who contend that they were constructively discharged from their jobs because of sexual harassment. For any woman so designated, provided that the individual's job performance at the Houston Contact Center was satisfactory while employed by Trilegiant, Defendants agree to offer that individual, at her sole discretion, either 1) employment at another of Defendants' call centers; or (2) to provide a positive job reference for that individual should she re-apply at the Houston call center formerly owned by Defendants. In the event that any woman so designated chooses employment at another of Defendants' Contact Centers, each individual must meet all standards required of other similarly-situated employees, including without limitation those related to training and other requirements of employment.

12. Defendants acknowledge that Michael S. Cain no longer works for them or any affiliated company, and agree that he will not be re-hired by Defendants within the term of this Decree.

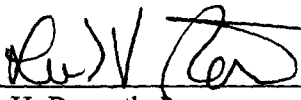
13. This Decree shall remain in effect for eighteen months from the date of signing. During that period, the Court shall retain jurisdiction to assure compliance with this Decree and to permit entry of such further orders or modifications as may be necessary or appropriate.

14. The parties shall bear their own costs and attorney's fees.

15. The parties agree that nothing in this Consent Decree or Exhibit A, including without limitation any payments made by the Defendants, shall be deemed or construed at any time for any purpose as an admission by the Defendants or their affiliates of any liability or unlawful conduct of any kind, all of which the Defendants deny.

16. The parties agree that any press release concerning the settlement of this matter and/or this Consent Decree will be jointly issued and will be agreed upon by both parties prior to the issuance of any such press release.

Signed on this 8th day of November, 2004.



Lee H. Rosenthal
United States District Judge

**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Houston District Office**

1919 Smith St, 7th Floor
Houston, TX 77002-8049
PH: (713) 209-3372
FAX: (713) 209-3381
LEGAL: (713) 209-3401

NOTICE
PURSUANT TO TITLE VII OF THE CIVIL RIGHTS ACT OF 1964,
and THE CIVIL RIGHTS ACT OF 1991

1. Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's sex, national origin, race, or religion with respect to compensation, hiring, promotions, or other terms, conditions or privileges of employment. This federal law prohibits sexual harassment.
2. Trilegiant support and will comply with such Federal law in all respects and will not retaliate against employees who have exercised their rights under the law by filing charges with the Equal Employment Opportunity Commission (EEOC), providing information to the EEOC, and/or receiving a settlement of such charges.
3. Any applicant or employee who wishes to complain of illegal discrimination is advised to report such complaint to Human Resources. Also, employees who believe they have been subjected to illegal employment discrimination can contact the Equal Employment Opportunity Commission ("EEOC") at 1919 Smith Street, Houston, TX 77002, (713) 209-3372.

SIGNED this _____ day of _____, 2004.

[Management Official]

This NOTICE shall be posted until _____, 2006.

Exhibit "A"