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## Equal Employment Opportunity Commission v. Geoscience Engineering & Testing Inc.

Judge Ewing Werlein Jr.

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## Equal Employment Opportunity Commission v. Geoscience Engineering & Testing Inc.

### Keywords

EEOC, Geoscience Engineering & Testing Inc., H-05-3365, Consent Decree, Hostile Work Environment, Sexual Harassment, Constructive Discharge, Sex, Female, Employment Law, Title VII, Biotech



C. Defendant denied the allegations in the complaint.

D. The parties wish to avoid the risks, uncertainties and expenses of continued litigation. Accordingly, the parties have agreed to settle this lawsuit. Defendant's consent to the entry of this Decree nor any of the terms set forth in it shall not constitute or be construed as an admission of any Title VII violation. Both parties agree that this Consent Decree is being entered into for the sole purpose of compromising disputed claims without the necessity for protracted litigation.

E. The Commission and Defendant stipulate to the jurisdiction of the Court and the satisfaction of all administrative prerequisites. The parties further waive hearing and entry of findings of fact and conclusions of law on all issues.

IT IS ORDERED that:

COVERAGE AND DURATION

1. This Consent Decree is entered in full and complete settlement of any and all claims arising out of or asserted in Civil Action No. H-05-3365 ("this lawsuit") and Charge No. 330-2003-03395 ("the Charge"). This Consent Decree remains in effect for four years from the date of entry ("Consent Period").

INJUNCTIVE RELIEF

2. During the Consent Period, Defendant, its owners, officers, and managers shall not engage in any employment practice which violates Title VII by unlawfully subjecting female employees to sexual harassment or otherwise discriminating against any employee because of such person's sex.
3. During the Consent Period, Defendant shall not engage in any employment practice which violates Title VII by unlawfully creating, facilitating or permitting the

existence of a work environment that is hostile to any employee on the basis of sex.

4. During the Consent Period, Defendant will not engage in any employment practices which violate Title VII by unlawfully discriminating or retaliating in any manner against any individual because the person has made a charge, testified, assisted, or participated in any manner in the investigation, proceeding or hearing by the Commission or in the court proceeding in connection with this case.
5. During the Consent Period, Defendant shall not recruit or attempt to recruit or hire any student, age 19 or younger who is enrolled in public or private school who seeks work for a private company, as a condition of meeting his or her course requirements in a distributive education or related program.
6. Defendant will not reveal any information about Ms. Galvan or Ms. Perez to any potential employers, who call for a job reference, except the dates of hire and separation, job title, compensation and that each is eligible for rehire. Defendant shall not advise any potential employer who calls for a job reference about the charge of discrimination filed by Ms. Galvan, this lawsuit and Decree, or the participation of Ms. Galvan or Ms. Perez in the charge investigation or this lawsuit.
7. Defendant agrees that it does not have and will not create personnel files for Ms. Galvan and Ms. Perez which contain any document referencing the charge of discrimination, the Commission's lawsuit or this Consent Decree. These documents, if any, shall not be part of their personnel files but shall be kept segregated in a separate, confidential folder.

## TRAINING

8. Defendant shall provide Equal Employment Opportunity (“EEO”) training to all its owners, managers, supervisors and other employees in its Houston, Texas location regarding employment discrimination, including, but not limited to the illegality of sexual harassment and sex-based employment decisions. The training shall be conducted within one hundred twenty (120) days after the entry of this Decree. The minimum duration of each training shall be two (2) hours. Written acknowledgment of receipt of the training shall be obtained by Defendant from all individuals attending the training and retained among the employment records of Defendant. The training shall also be conducted annually during the Consent Period. Copies of the training materials shall be distributed to the EEOC at least fifteen (15) days prior to each training session. The person who administers the training shall have at least five years of experience in labor and employment law.
9. The portion of the training on sexual harassment shall (i) explain that sexual harassment is unlawful; (ii) instruct what conduct may constitute sexual harassment; (iii) ensure that Defendant’s managers and supervisors know how to enforce Defendant’s sexual harassment policy; and (iv) ensure that each employee is informed of how to report conduct she/he believes to constitute sexual harassment.
10. Defendant shall notify the Commission of the completion of the training by submitting a report indicating when and where the training took place, the duration of the training, and the identity of the trainer(s) and the attendees. A copy of the

acknowledgment of attendance signed by the attendees shall be submitted to the EEOC as part of Defendant's reporting obligations, under Paragraph 22, below.

#### COMPLAINT PROCEDURES

11. Defendant shall establish a complaint procedure that is designed to encourage employees to come forward with valid complaints regarding sex discrimination including sexual harassment, sex-based harassment and retaliation regardless of the position held by the alleged harasser. Defendant's complaint procedure shall at a minimum provide the following: (i) simple, convenient, confidential and reliable mechanisms for reporting incidents of sexual harassment, sex-based harassment and retaliation; (ii) prompt investigation of complaints of sexual harassment, sex-based harassment and/or retaliation; (iii) written findings of the result of any investigation of a discrimination complaint and the remedial action proposed, if any; (iv) an effective means of promptly communicating to the complaining party, in writing, the results of the investigation and the remedial action taken or proposed, or not taken; (v) appropriate remedial action to resolve the complaint and to deter future incidents of sexual harassment, sex-based harassment and/or retaliation; (vi) assurances that the complaining party shall not be subjected to intimidation, harassment and/or retaliation; and (vii) the name and telephone number of the EEOC Houston Office (1919 Smith Street, Houston, Texas 77002, telephone: 713 209 3401) which an employee may consult to obtain information regarding employment discrimination. Defendant shall report compliance under this section, as set out in Paragraph 22.

#### HARASSMENT POLICY

12. Within one hundred twenty (120) days from the entry of this Decree, Defendant shall adopt a written sexual harassment policy. The sexual harassment policy will at a minimum meet the following criteria: (i) prohibits any act, policy or practice that has the effect of harassing or intimidating any employee on the basis of sex in violation of Title VII; (ii) prohibits any act, policy or practice that has the effect of creating, facilitating or permitting the existence of a work environment that is hostile to any employee through acts such as physical/verbal abuse and derogatory comments based on sex in violation of Title VII; (iii) defines and provides examples of sexual harassment and sex-based harassment; (iv) provides for prompt investigation of sexual harassment or sex-based harassment complaints and for prompt remedial action, which is appropriate and effective, to remedy the discrimination; (v) imposes a duty on all Defendant's owners, officers, manager, and supervisory personnel to actively monitor all work areas to ensure compliance with the Defendant's sexual harassment policy; (vi) identifies by name, job title, and telephone number the person(s) who is responsible for accepting complaints of sexual harassment, sex-based harassment and/or retaliation; (vii) identifies by name, job title, and telephone number the person(s) who is responsible for investigating complaints of sexual harassment, sex-based harassment and retaliation; (viii) encourages all Defendant employees to report any incident and/or complaint of sex discrimination, sexual harassment or sex-based harassment and/or retaliation of which they become aware to the person(s) responsible for accepting and/or investigating such complaints; (ix) provides that upon the conclusion of Defendant's investigation, the results of the investigation and the remedial actions taken or proposed will be promptly

communicated in writing to the complaining party; (x) provides for substantial and progressive discipline for violating Defendant's sexual harassment policy up to and including discharge, in appropriate cases. Defendant shall report compliance with this section, under Paragraph 22.

#### POSTING REQUIREMENT

13. Defendant agrees that within fifteen (15) days after entry of this Decree, it will conspicuously post the attached notice (Exhibit "A") in an area accessible to all employees at each of its locations for the duration of the Decree. Defendant shall ensure that the postings are not altered, defaced or covered by any other material. Defendant shall certify to the EEOC in writing within fifteen (15) days after entry of the Decree that the Notices have been properly posted. Defendant shall report compliance with this section, under Paragraph 22.

#### MONITORING

14. During the Consent Period, Defendant will provide to the EEOC a copy of all complaints of sexual harassment and sex-based harassment made by any employee and describe their investigation of the complaint, the results of the complaint and describe the disciplinary action, if any, imposed. The documents provided to the EEOC shall also identify the name and title of the persons involved in the complaint, and the addresses and telephone numbers where they may be contacted by the EEOC. Defendant shall report compliance with this section, under Paragraph 22.

#### MONETARY RELIEF

15. Defendant agrees to pay the total sum of TWELFTH THOUSAND DOLLARS AND NO/100 DOLLARS (\$12,000.00), in full and final settlement of the Commission's

lawsuit to provide monetary relief to Michele M. Galvan. Said sum shall be paid within fifteen (15) days after the date of entry of the Decree by a cashiers check or other bank guaranteed check. Defendant shall mail or deliver the settlement check to Ms. Galvan at the address provided by the Commission to Defendant through Defendant's undersigned counsel of record in this case. A copy of the check disbursed to Ms. Galvan shall be mailed to the Commission's undersigned counsel of record on the same day the check is mailed to Ms. Galvan.

16. The sum payable to Ms. Galvan may be subject to federal income tax. Defendant agrees to issue Internal Revenue Service ("IRS") Form 1099 or an equivalent form to Ms. Galvan for all sums paid pursuant to this Consent Decree not later than January 31, 2008, at the address to which the settlement check referenced in paragraph 15 is delivered. Ms. Galvan will be responsible for paying any federal, state or local taxes, including federal income tax that may be due on the aforementioned monetary award.

17. Defendant agrees to pay the total sum of THREE THOUSAND DOLLARS AND NO/100 DOLLARS (\$3,000.00), in full and final settlement of the Commission's lawsuit to provide monetary relief to Cynthia Perez. Said sum shall be paid within fifteen (15) days from the date of entry of the Decree by a cashiers check or other bank guaranteed check. Defendant shall mail or deliver the settlement check to Ms. Perez at the address provided by the Commission to Defendant through Defendant's undersigned counsel of record in this case. A copy of the check disbursed to Ms. Perez shall be mailed to the Commission's undersigned counsel of record on the same day the check is mailed to Ms. Perez.

18. The sum payable to Ms. Perez may be subject to federal income tax. Defendant agrees to issue Internal Revenue Service ("IRS") Form 1099 or an equivalent form to Ms. Perez for all sums paid pursuant to this Consent Decree not later than January 31, 2008, at the address to which the settlement check referenced in paragraph 17 is delivered. Ms. Perez will be responsible for paying any federal, state or local taxes, including federal income tax that may be due on the aforementioned monetary award.

RECORD KEEPING

19. During the term of this Decree, Defendant shall maintain records ( including name, sex, age, social security number, address and telephone number, hire date, termination date, if any) of each person who is currently employed with Defendant and those who are hired by Defendant for any duration of time during this Decree.
20. During the term of this Decree, Defendant shall maintain records (including name, sex, age, social security number, address and telephone number, hire date, termination date if any) of each person who complains either orally or in writing of gender discrimination, sexual harassment or sex-based harassment and retaliation. Defendant will keep copies of its investigative findings, reports, notes, and witnesses statements made during its internal investigations of sexual harassment complaints and provide copies to the EEOC as part of its compliance obligation, under Paragraph 22.
21. Nothing contained in this Decree shall be construed to limit any obligation Defendant may otherwise have to maintain records under Title VII or any other law or regulation.

### REPORTING

22. Defendant shall furnish to EEOC the written reports and certifications required by this Decree, including those required by paragraphs 8, 10, 11, 12, 13, 14, 15, 17, and 20 of this Decree. Unless stated otherwise in a specific paragraph above, the first report shall be due one hundred eighty (180) days after the entry of the Decree and all subsequent reports shall be due in twelve (12) month intervals, on the last day of the twelfth full month. The notifications, certifications or reports required by this Decree shall be submitted in writing to the EEOC as the following address: Rose Adewale-Mendes, Supervisory Trial Attorney, EEOC Houston District Office, 6<sup>th</sup> Floor, Houston, Texas 77002.

### MISCELLANEOUS PROVISIONS

23. Each party to this action shall bear its own costs and attorney's fees.
24. This Consent Decree shall be binding on Defendant and all of Defendant's successors-in-interest, and Defendant will notify all such successors-in-interest of the existence and terms of this Consent Decree.
25. During the Consent 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 appropriate. The Commission is specifically authorized to seek Court-ordered enforcement of this Decree in the event of a breach of any of the provisions herein.
26. The Commission agrees that, in the event the Commission believes Defendant is in violation of any provision of this Consent Decree, the Commission shall notify Defendant, through its undersigned counsel, of such violation and afford Defendant

the opportunity to remedy as may be appropriate any such alleged violation within 30 days of such notice, before instituting any legal action to enforce such provision(s).

27. Nothing in this Consent Decree shall be construed to preclude the Commission from filing a separate action under Title VII or any other statute which the Commission enforces in the future for any alleged violations by Defendant not resolved by this Decree.

28. Each signatory certifies that he/she is authorized to execute this document on behalf of the party whom he/she represents.

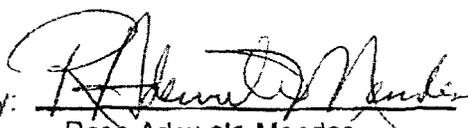
Signed this 18<sup>th</sup> day of May, 2007 at Houston, Texas.

  
Ewing Werten, Jr.  
United States District Judge

**AGREED AND CONSENTED TO:**

ATTORNEY FOR PLAINTIFF  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

ATTORNEY FOR DEFENDANTS  
GEOSCIENCE ENGINEERING &  
TESTING INC.

By:   
Rose Adewale-Mendes  
OHIO Bar No. 0024652  
SDN: 10541  
Equal Employment Opportunity  
Commission  
1919 Smith Street, 7<sup>th</sup> Floor  
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Fax: (713) 209-3402

Fax: (713) 977 9941

## NOTICE TO EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered in Equal Employment Opportunity Commission v. Geoscience Engineering & Testing, Inc., Civil Action No. H-05-3365, in the United States District Court for the Southern District of Texas, Houston Division.

Federal law prohibits discrimination against any employee or applicant for employment because of the individual's race, color, religion, sex, national origin, disability or age (40 and over), with respect to hiring, promotion, discipline, firing, compensation or other terms, conditions or privileges of employment.

Federal law also prohibits gender discrimination in the workplace, such as sexual harassment, a sexually hostile work environment, retaliation or constructive discharge, because of sex.

Geoscience Engineering & Testing, Inc. supports and will comply with such federal law in all respects, and will not intentionally take any adverse action against individuals because of their sex, race, color, religious practices, national origin, age or disability with respect to hiring, compensation, discharge or the terms, conditions or privileges of employment.

Geoscience Engineering & Testing, Inc. will not intentionally engage in any employment practice that has the effect of creating or tolerating a hostile environment for employees because of sex, including sexual harassment and sex-based harassment, race, color, religious practices, national origin, age or disability and will not retaliate against any employee for engaging in protected activity. Geoscience Engineering & Testing, Inc. will promptly investigate any claim of unlawful discrimination or harassment and will take prompt and appropriate remedial action.

An employee who believes she or he has been harassed or discriminated against based on your sex or other protected status should promptly report the discriminatory conduct to

or to the U.S. Equal Employment Opportunity Commission (EEOC). You may contact the EEOC at 1919 Smith St., Houston, Texas, 77002; the EEOC National Call Center at 1 800 669 4000 and at [www.eeoc.gov](http://www.eeoc.gov). This Notice will remain posted for at least four (4) years by agreement with the U.S. Equal Employment Opportunity Commission.

Signed: \_\_\_\_\_  
JAMES PALAVAN, Owner

Date: \_\_\_\_\_

**DO NOT REMOVE THIS NOTICE UNTIL: June 30, \_\_\_\_\_, 2011.**

Exhibit A