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

34.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	§	
Plaintiff,	§	
and	§	
TINA S. ROBERSON,	§	
Plaintiff-Intervenor,	§	**Civil Action No. C-03-331**
v.	§	
BROOKS WELL SERVICING, INC. D/B/A KEY ENERGY SERVICES, INC., GULF COAST DIVISION,	§	
Defendant.	§	

CONSENT DECREE

The parties to this Consent Decree are the Plaintiff, United States Equal Employment Opportunity Commission ("EEOC"), Plaintiff-Intervenor, Tina S. Roberson, and Defendant, Key Energy Services, Inc. ("Key Energy"). This Consent Decree resolves the allegations raised by the EEOC and Plaintiff-Intervenor in the above-referenced Civil Action No. C-03-331. The EEOC initiated this lawsuit under Title VII of the Civil Rights Act of 1964, as amended and Title I of the Civil Rights Act of 1991, to correct unlawful employment practices on the basis of sex, female, and to provide appropriate relief to Tina S. Roberson, who was adversely affected by such practices. The EEOC alleges that Tina S. Roberson, a female, was sexually harassed during her employment at Key Energy and that the conduct to which Tina S. Roberson was subjected was so severe and pervasive that it created a sexually hostile work environment. Plaintiff-Intervenor further alleges that Key Energy subjected Ms. Roberson to retaliatory discharge.

The EEOC, Tina S. Roberson and Key Energy wish to settle this action, without the risks, uncertainties and expenses of continued litigation, under the terms in the Decree. By entering into this Consent Decree, Key Energy expressly denies the validity of any claim and/or cause of action asserted in Plaintiff EEOC's Complaint and Plaintiff-Intervenor Tina Roberson's Complaint-in-Intervention, and Key Energy enters into this Consent Decree for the sole purpose of avoiding the expenses associated with this litigation. Key Energy further asserts that by entering into this Consent Decree it makes no admission of liability or wrongdoing and makes no admission that its alleged conduct was improper, discriminatory or illegal in any respect.

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 EEOC's filing of this action have been met. The parties stipulate to the Court's jurisdiction.

2. This Consent Decree resolves all issues raised in the EEOC's Complaint and in Tina S. Roberson's Complaint-in-Intervention. The EEOC and Tina S. Roberson waive further litigation of all issues raised in the above-referenced complaints. 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 Defendant Key Energy.

SCOPE OF CONSENT DECREE

3. The duration of this Decree shall be three (3) years from the date of its filing with the Court. Key Energy shall be dismissed with prejudice pursuant to the Joint Motion for Dismissal filed contemporaneously herewith, subject to the Court's ancillary jurisdiction to ensure implementation and enforcement of the Consent Decree. In the event there is a question as to compliance with or implementation of the Consent Decree, before seeking assistance from

the Court, the party complaining about compliance and/or implementation shall first send a letter detailing all issues it believes fail to comply with the Consent Decree and allow the receiving party ten (10) days to respond to such letter. If the issues are not resolved by correspondence, the parties shall within twenty (20) days of the date of response meet face-to-face to discuss the issues believed not to comply with the Consent Decree. If no resolution can be reached after the face-to-face conference, the party complaining about compliance may then file a motion with the Court to enforce the Consent Decree. Any motion filed with the Court must certify that both the correspondence and the face-to-face requisites have been met.

4. The scope of this Consent Decree shall only apply to Key Energy's facility located in Alice, Texas.

INJUNCTIVE PROVISIONS

5. Key Energy is hereby enjoined from retaliating in any manner whatsoever against Tina S. Roberson or any other employee for opposing any employment practice made unlawful by Title VII, or for complaining of harassment or other unlawful discrimination, filing a discrimination charge, giving testimony or assistance, or participating in any lawful manner in any investigation, proceeding, hearing or action under Title VII.

6. Key Energy is hereby enjoined from discriminating against any employee on the basis of sex, female, in violation of Title VII.

7. During the term of this Consent Decree, Key Energy will continue to distribute and enforce its sexual harassment policy and complaint procedure as set forth in its Employee Handbook.

MONETARY RELIEF

8. Defendant Key Energy, in settlement of this dispute, shall pay the sum total of $57,500.00 (FIFTY-SEVEN THOUSAND FIVE HUNDRED AND 00/100 DOLLARS). Payment shall be distributed as follows: $30,001.40 shall be mailed directly to Tina S. Roberson,

224 County Road 468, Alice, Texas 78332; and $27,498.60 shall be mailed to Ms. Roberson's attorney, Gay E. Gilson, Law Office of Gay E. Gilson, 719 South Shoreline, Suite 301A, Corpus Christi, Texas 78401. Payment shall be made on or before June 21, 2004. A copy of the settlement checks, and any accompanying transmittal documents shall be forwarded to Robert Harwin, Regional Attorney, San Antonio District Office, United States Equal Employment Opportunity Commission, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

TRAINING

9. During the term of this Consent Decree, Key Energy will provide annual training on Title VII according to the following terms:

(a) Key Energy shall provide training of no less than four (4) hours of training to all of Key Energy's managers, supervisors and employees on the subject of the employment provisions of Title VII, including sex-based discrimination, hostile work environment, sexual harassment and retaliation;

(b) All participants shall be required to sign a registry upon completion of the training; and Key Energy shall provide the initial training session in accordance with this Paragraph within ninety (90) calendar days of the entry of this Decree;

(c) Within thirty (30) days after each annual anniversary of the entry of this Decree, Key Energy shall provide this same training pursuant to and in compliance with this Paragraph for all new Key Energy employees; and

(d) Within twenty (20) business days prior to any proposed training pursuant to this Decree, Key Energy shall submit the date(s) of the proposed training session and a topic outline of the contents of the training to EEOC. EEOC shall then have ten (10) business days from the date of receipt of the information to accept or reject the contents of the topic outline. In the event that EEOC does not approve Key

Energy's topic outline, Key Energy shall have ten (10) business days to submit a revised outline.

10. Within ten (10) days after the completion of each required training session, Key Energy shall certify to EEOC, in writing, that the required training has taken place and that required personnel attended. Such certification shall include:

(a) The date, location and duration of the training; and

(b) A copy of the registry of attendance which shall include the name and position or title of each person in attendance.

POSTING REQUIREMENT

11. Within ten (10) business days after entry of this Decree, Defendant shall post copies of the Notice attached as Exhibit "A" to this Decree at its Alice, Texas, facility in a conspicuous location easily accessible to and commonly frequented by employees. The Notice shall remain posted for the duration of this Decree. Key Energy shall ensure that the posting is not altered, defaced or covered by any other material. Key Energy shall certify to the EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted. Key Energy shall permit a representative of EEOC to enter Key Energy's premises for purposes of verifying compliance with this Paragraph at any time during normal business hours.

12. During the term of this Consent Decree, Key Energy shall provide all employees hired after the entry of this Decree with a copy of Key Energy's policies and complaint procedures concerning sexual harassment.

MISCELLANEOUS PROVISIONS

13. Key Energy shall bear the costs associated with administering and implementing the provisions of this Decree.

14. Except as provided herein, the parties to this Decree shall bear their own costs and attorney's fees. Furthermore, 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.

15. The terms of this Decree shall be binding upon the EEOC, Tina S. Roberson and Defendant Key Energy its agents, officers, employees, servants, successors, and assigns, as to the issues resolved herein.

16. When this Consent Decree requires the submission by Key Energy of documents or other materials to EEOC, such documents or other materials shall be mailed to Robert B. Harwin, Regional Attorney, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229. The Clerk shall furnish a copy hereof to each attorney of record.

SO ORDERED AND ENTERED this 13d day of June, 2004.

HONORABLE JANIS GRAHAM JACK
UNITED STATES DISTRICT JUDGE

Respectfully submitted,

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General Counsel

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CO-COUNSEL FOR INTERVENER

EXHIBIT A

NOTICE AS REQUIRED UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964

1. Federal law requires that there be no discrimination against any employee or applicant for employment because of that person's race, color, religion, sex, national origin, or age with respect to hiring, compensation, promotion, discharge, or other terms, conditions or privileges of employment.

2. Key Energy strongly supports and will comply with such Federal law in all aspects and it will not take any action against employees because they have exercised their rights under the law by filing charges with the U.S. Equal Employment Opportunity Commission.

3. If you believe you are being discriminated against in any term or condition of your employment because of your race, religion, color, national origin, sex, or disability, or that you are being subjected to harassment because of your sex or because of having engaged in Title VII-protected activity, you are encouraged to seek assistance from supervisory personnel, or from the U.S. Equal Employment Opportunity Commission, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229-3555, (210) 281-7600 or 1-800-669-4000.

4. No retaliatory action may be taken against you for seeking assistance, filing a charge, or communicating with the U.S. Equal Employment Opportunity Commission.

5. Basing employment actions on the gender of an employee may also constitute a violation of Title VII of the Civil Rights Act of 1964, as amended, and any such conduct is a violation of company policy. Any employee found to be in violation of this company policy will be subject to written reprimand, suspension, and/or discharge.