

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF TEXAS
ENTERED

FEB 05 2002

MICHAEL N. MILBY, CLERK

CIVIL ACTION NO. H-99-4526

Defendants.

The parties stipulate to the jurisdiction of the Court and waive a trial on the merits and the entry of a verdict or findings of fact and conclusions of law.

IT IS THEREFORE ORDERED:

1. This Consent Decree is entered in full and complete settlement of any and all claims arising out of or contained in Commissioner Igasaki v. Houston Greensheets, Greensheet, Inc., Helen Gordon Interests, Ltd., Gordon Flower Company, Inc., KVD Corp., Tammarack, Inc., and Gordon Flowers (Charge No. 330-96-0243) ("Commissioner's Charge") and Civil Action No. H-99-4526 ("The Lawsuit."). The monetary award and other agreements herein are made in full and final settlement of the race discrimination claim asserted in the Commissioner's Charge and in the Lawsuit.

2. The Company shall be enjoined from discouraging Blacks from applying for employment as press helpers or otherwise discriminating against Black applicants for the press helper position.

3. The Company shall not engage in unlawful discrimination against any applicant for the position of press helper because of his/her race, Black, in violation of Title VII.

4. The Company agrees that it will not discriminate in any manner against any individual because he or she has made a charge, testified, assisted, sought and/or received compensation or participated in any manner in the Commission's investigation in connection with the Commissioner's charge and/or in the Lawsuit.

5. The Company agrees to pay \$135,000 in final settlement of this claim ("Settlement Fund"). The Company will disburse checks to class members identified by the Commission in amounts requested by the Commission which, in the aggregate, shall not exceed \$135,000. The checks shall become non-negotiable ninety days after issuance, and the amount disbursed therein shall revert to the settlement fund. Within two weeks after the entry of this Decree, at its option, the Company shall either obtain a bond from a reputable company to secure the payment of \$135,000,

the entire settlement fund, or the Company shall establish a restricted escrow bank account at J.P. Morgan Chase for the sole purpose of disbursement of settlement funds. Within two weeks after the entry of the Consent Decree, the Company shall fund that escrow account by placing therein the entire settlement fund.

6. None of these settlement funds shall revert back to the Company. In the event that that the \$135,000 fund is not fully distributed in the first distribution, the remaining amount shall be distributed pro rata to all of the members of the compensation class who have already received their initial settlement check and have timely deposited or cashed it (hereafter "vested compensation class.").

7. For the purpose of receiving compensation, Class members shall be defined as those Black applicants who applied with Greensheet for the position of press helper at any time from January 1, 1993 to December 31, 1997 and were not offered a press helper position or hired as a press helper within six months of initial application (hereafter, "the compensation class" or "compensation class members"). Only persons defined as compensation class members shall be compensated from the settlement fund established in paragraph 5 above. The Commission's unilateral decision to assign qualified status to Black applicants is not reviewable by the Company. The Commission will establish a complete list of known compensation class members within 90 days from the entry of the Decree. The list of the known compensation class members shall include their names, last known addresses and last known home telephone numbers. Within the same time period, the Commission shall establish a complete list of the known instatement class members, consisting of

I. all members of the compensation class, as well as

II. all other Black applicants who a) applied with Greensheet for the position of press helper at any

time from January 1, 1998 to November 26, 2001 and b) were not offered a press helper position or hired as a press helper within six months of initial application.

At its exclusive option, the Company may remove from the instatement class list any applicants within II, above, known by it to not be qualified for prospective employment.

8. The Commission shall notify known compensation class members of the terms of settlement by mailing them a letter that summarizes this Decree and that invites them to apply for press helper job openings. In the event that an insufficient number of these particular class members are hired by the Company, at its option and at its own expense, the Commission may choose to notify the remaining members of the instatement class of the option to apply for press helper positions.

9. Other than the hiring of members of the instatement class, the Company agrees to use a variety of mechanisms to recruit additional Black applicants who are qualified for its entry level workforce. These efforts could include the following:

- a. Advertising job openings for entry level positions in its Houston area Greensheet newspapers.
- b. In the event that Greensheet decides to utilize recruitment media other than its own newspaper and/or 29 qualified Black applicants have not been hired within three years from the entry of this Decree, Greensheet shall advertise job openings for entry level positions in newspapers that specialize in serving Houston's African American citizens, such as the Houston Defender, the Forward Times, African-American News and Issues or the Houston Sun, provided that Greensheet is not required to pay more for any advertising than it would be required to pay for comparable advertising in the Houston

Chronicle.

10. The Company shall use its best efforts to make bona fide offers of employment to and/or hire qualified Black applicants for the press helper position consistent with the representation of Blacks in the applicant pool to try to achieve a press helper workforce that at least approximates the applicant flow identified by the Commission, or 60 percent. The parties recognize that this is not a quota, and without denigrating in any way its best efforts commitment, the Company is constrained to note here its belief that the true applicant pool is not 60% Black. Failure to attain the above referenced hiring is not evidence that the Company is not using its best efforts. The Company shall document its efforts to hire qualified Black applicants for the press helper position, and report on its efforts to the Commission as set forth below.

11. During the term of this Decree, the Company shall make its best efforts to make bona fide offers of employment to and/or hire at least 29 qualified Black instatement class members who had applied for the position of press helper. This hiring is remedial and is intended to remedy alleged underutilization of qualified Black workers as press helpers. As such, it does not trammel the rights of any other applicants. By making good faith efforts to hire qualified Black applicants in other entry level positions in the event that there are too few press helper job vacancies, the Company can satisfy this agreement. If the Company has hired 29 qualified Black applicants at the end of the Decree's 30th month, and if the Company achieves a 60 percent press helper workforce that is Black in each reporting period and at the end of the Decree's 30th month, the Decree shall cease at the end of the fourth year so long as all payments have been disbursed by that time.

12. Anyone seeking an entry level position with the Company will be asked to complete an application. The application will ask the applicant to specify his or her race. Each application will be date and time stamped with the date and time the applicant returns the application to the hiring

official. In addition, persons applying for the press helper position shall be given a copy of his/her application. In the event that the Company renames the press helper position with another name that carries the same duties and responsibilities, then this Consent Decree shall apply equally to that newly named position for the term of this Decree.

13. The Company will ensure that any person or entity who has either a direct or indirect role in hiring press helpers reads this Decree and agrees to abide by the hiring procedures set forth herein. The Company agrees that only the Human Resources Coordinator shall ultimate authority for hiring press helpers and that all offers of employment for the press helper position must be reviewed and approved by the Human Resources Coordinator.

14. The Company shall maintain an applicant log of all people who apply for a press helper position. That log shall include the applicant's name, address, telephone number, race, national origin and date of initial application. All applicants for the press helper position will be asked to complete the information contained on the log. Whenever anyone is hired or rehired for the position of press helper, the Company will add the date of hire, and the initial wage rate to the log.

15. During the term of this Decree, the Company shall retain all employment applications for press helper positions. At its expense, the Company shall provide copies of these applications to the Commission at the time it submits its reports. The Commission also shall have the right to inspect these applications upon three days' notice and will endeavor to do so in a manner which does not disrupt the Company's operations.

Reports

16. During the term of this Decree, at six month intervals, reports shall be prepared by the Company and sent to the Commission. Each report will provide required information concerning certain activities that occurred during the previous six month period. The starting date for reporting

purposes shall be the first day of the month following the month in which the Court approves this Decree. At six month intervals thereafter, the Company shall send the Commission a report which provides the following information:

- a. A copy of the press helper applicant log which includes the date of hire, if applicable, and the initial wage rate.
- b. If less than 60% of the press helpers employed by the Company are Black on the last day of any six month reporting period, the report will indicate any difficulties encountered in obtaining applications from qualified Black applicants for press helper jobs, hiring, and/or retaining them for press helper jobs. The Company may note its efforts to recruit Black employees and any plans for future recruitment and hiring initiatives. If the 60% hiring ratio was not reached at the end of a reporting period, the Commission may suggest to the Company voluntary methods to increase hiring of qualified Black applicants.
- c. The report will note whether the approved poster, referenced at paragraph 18, has been posted in the approved place; and
- d. The report will list all disbursements made to compensation class members and indicate with particulars, any instance where the check was not timely cashed or deposited by any particular compensation class member. If all of these disbursements are completed within the first six month reporting period, then subsequent reports need only list disbursements that occur during the period reported upon in that particular report.
- e. Each report should be sent to the Commission within two weeks after the end of the reporting period except that the final report should be provided to the

Commission a month before the Decree expires.

17. The Company agrees to submit its managers, supervisors and hiring officials to EEO training provided by the Commission. This training shall be completed within 6 months from the entry of this Decree.

18. The Company agrees to post, in a public area of all its facilities, a notice of nondiscrimination, a copy of which is attached as Exhibit "A."

19. This Decree shall remain in effect for five years from the date of the entry of the Decree, during which time 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.

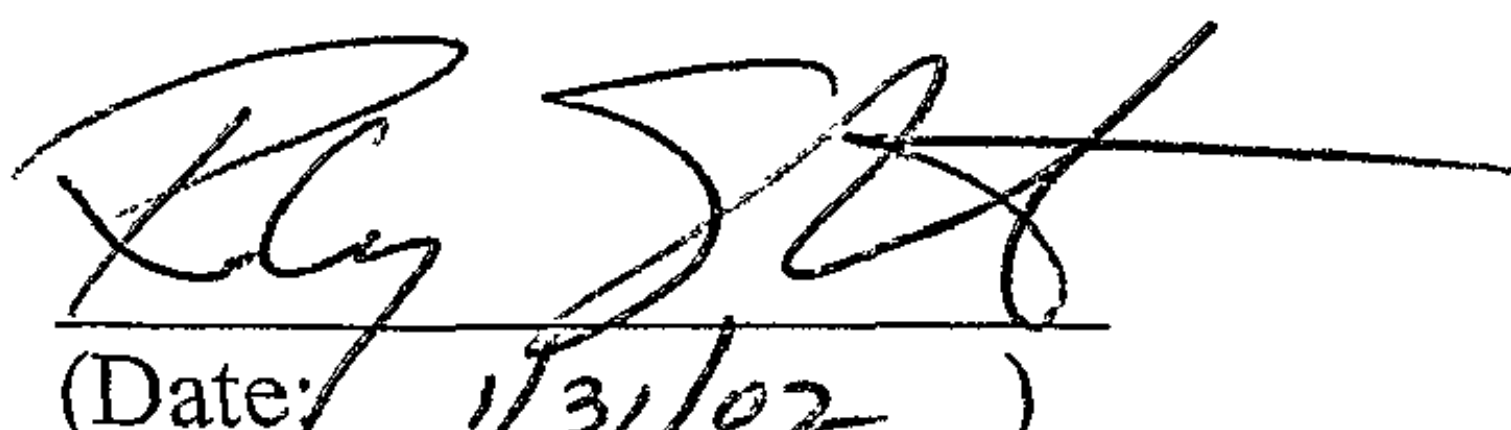
20. The parties shall bear their own costs and attorneys' fees.

21. The parties have agreed to a joint press release for distribution, which is attached here as Exhibit "B."

22. The terms of this Decree are lawful and remedial in nature. The terms of this Decree are not to be construed to violate state or federal law. The Commission believes this agreement is lawful, fair and reasonable. If any term in this Decree is found to be in violation of the law, the offending portion of the Decree shall be stricken and the remainder of the Decree shall remain in force.

23. This agreement may be signed in multiple counterparts. Each signatory acknowledges that he or she is authorized by his or her client to sign this Decree and enter into its engagements.

APPROVED AS TO FORM AND CONTENT


(Date: 1/31/02)
Rudy L. Sustaita
Attorney in Charge
State Bar No. 19523560

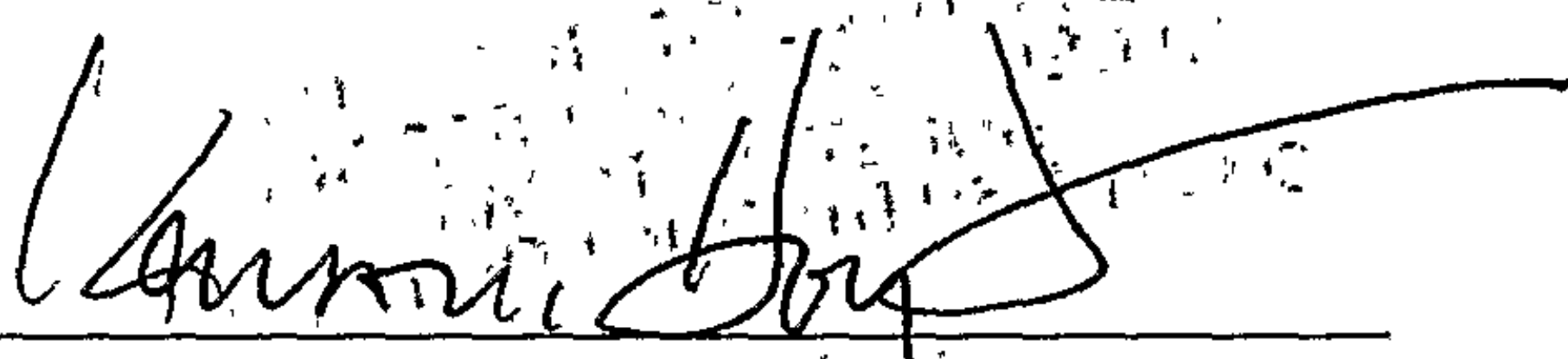

(Date: 2/1/02)
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Attorneys for Defendants
Greensheet, Inc. and
Helen Gordon Interests, Ltd. d/b/a
Greensheet

Signed on this _____ day of _____, 2002 at Houston, Texas.



HONORABLE KENNETH HOYT
UNITED STATES DISTRICT JUDGE

EQUAL EMPLOYMENT OPPORTUNITY IS THE LAW!

EMPLOYERS HOLDING FEDERAL CONTRACTS OR SUBCONTRACTS

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

Race, Color, Religion, Sex, National Origin: Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

Individuals with Disabilities: Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

Vietnam Era and Special Disabled Veterans: 38 U.S.C. 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans and qualified special disabled veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

THE OFFICE OF FEDERAL CONTRACT COMPLIANCE PROGRAMS (OFCCP)

Employment Standards Administration, U.S. Department of Labor (DOL), 200 Constitution Avenue, N.W., Washington, D.C. 20210, or call (202) 219-9368 (DOL's toll-free TDD number for individuals with hearing impairments is (800) 326-2577), or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

PRIVATE EMPLOYMENT, STATE AND LOCAL GOVERNMENTS, EDUCATIONAL INSTITUTIONS

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

Race, Color, Religion, Sex, National Origin: Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment on the basis of race, color, religion, sex or national origin.

Disability: The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

Age: The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

Sex (wages): In addition to sex discrimination prohibited by Title VII of the Civil Rights Act (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you immediately should contact:

THE US EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)

1801 L Street, N.W. Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 800-3302.

PROGRAMS OR ACTIVITIES RECEIVING FEDERAL FINANCIAL ASSISTANCE

Race, Color, National Origin, Sex: In addition to the protection of Title VII of the Civil Rights Act of 1964, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

Individuals with Disabilities: Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of a disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

EEOC-P/E-1 9-96

YOUR RIGHTS UNDER THE FAIR LABOR STANDARDS ACT

Employees under 20 years of age may be paid \$4.25 per hour during their first 90 consecutive calendar days of employment with an employer.

Federal Minimum Wage
\$4.75 per hour **\$5.15** per hour
beginning 10/1/96 beginning 9/1/97

EXHIBIT

A

The

FOR IMMEDIATE RELEASE

February __, 2002

Contact:

Jim Sacher
Regional Attorney
(713) 209-3398

Rudy Sustaita
Senior Trial Attorney
(713) 209-3400

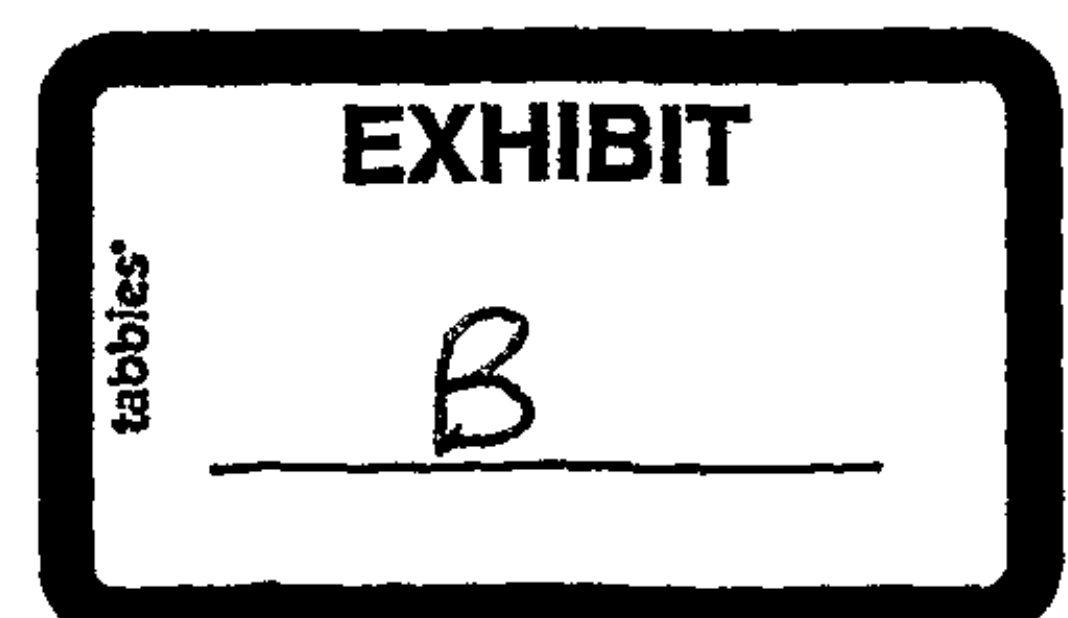
EEOC AND GREENSHEET REACH SETTLEMENT IN
RACE DISCRIMINATION CLASS ACTION

The U.S. Equal Employment Opportunity Commission ("EEOC") and Greensheet, Inc. and Helen Gordon Interests, LTD. d/b/a Greensheet ("Greensheet") announced today that they have reached a settlement of a class action filed by the Commission's Houston Office against the company on behalf of Blacks who applied for press helper jobs. Greensheet is a free advertising newspaper serving greater Houston and other cities throughout the United States.

The EEOC's lawsuit, filed on December 29, 1999, accused Greensheet of failing to hire Blacks as a class for the position of press helper from 1993 onward. The parties agreed to resolve the lawsuit by a Consent Decree for \$135,000 and the agreement by Greensheet that it would take steps to hire qualified additional Black applicants into the press helper job. The Decree also calls for training and periodic reports.

The agreement expressly provides that its acceptance by Greensheet does not constitute an admission that it violated any law.

"This is a very good settlement. It compensates classmembers, provides for potential jobs for qualified Black applicants, and creates mechanisms for a discrimination free environment." said



Rudy Sustaita, EEOC attorney.

Jim Sacher, Regional Attorney for the EEOC's Houston District Office, noted, "This is a win-win situation when qualified minority job seekers can apply to a company pledged to follow the law."

EXHIBIT B