



Civil Rights Act of 1964, *as amended*, 42 U.S.C. § 2000e, *et seq.* ("Title VII"), and on behalf of the Equal Employment Opportunity Commission ("EEOC") pursuant to the Age Discrimination in Employment Act of 1967, *as amended*, 29 U.S.C. § 621, *et seq.* ("ADEA").

2. This Court has jurisdiction of the action under 42 U.S.C. § 2000e-5(f), 28 U.S.C. § 1331, 28 U.S.C. § 1345, and 29 U.S.C. § 626(b), *as amended*.

3. The employment practices alleged to be unlawful and the breach of the Agreement were committed within the jurisdiction of the United States District Court for the Western District of Texas, El Paso Division. Venue is appropriate because Title VII cases may be brought in any judicial district in the State in which the unlawful employment practice is alleged to have been committed. Additionally, section 633a(c) of the ADEA provides that a civil action may be brought in any Federal district court of competent jurisdiction.

4. Plaintiff United States is charged with the enforcement of Title VII with respect to public employers. Plaintiff EEOC is the agency of the United States of America charged with the enforcement of the ADEA.

5. Defendant, Housing Authority of the City of El Paso ("El Paso" or "Defendant"), is a corporate, governmental body and a political subdivision of the State of Texas, established pursuant to the laws of the State of Texas.

6. Defendant is a "person" within the meaning of 42 U.S.C. § 2000e(a) and an "employer" within the meaning of 42 U.S.C. § 2000e(b).

7. At all relevant times, Defendant has continuously been doing and is now doing business in the State of Texas, and has continuously had at least 20 employees.

8. All conditions precedent to the filing of suit have been performed or have

occurred.

9. The EEOC received a timely charge (Charge No. 453-2008-00316) filed by Miriam Q. McNabb ("Charging Party"), against the Defendant.

10. The Charging Party alleged that she had been discriminated against on the basis of her national origin in violation of Title VII and her age in violation of the ADEA when El Paso did not select her for a promotion to the position of Human Resources Technician.

11. The charge was resolved when the parties entered into a Mediation Settlement Agreement ("Agreement") on March 19, 2008. A copy of the Agreement is attached hereto as Attachment A. The Agreement provided that (a) El Paso would pay the Charging Party \$2,000, (b) for a period of one year, no one in the Charging Party's department would sit on a promotional interview panel for the Charging Party unless the position was in the Charging Party's current department, and (c) for a period of six months, an outside human resources consultant would monitor the interview panels before which the Charging Party interviews. In consideration for El Paso's promises in the Agreement, Charging Party and the EEOC agreed to release their substantive claims under Title VII and the ADEA.

12. The Agreement further stated that "the government is authorized to investigate compliance with the agreement and that this agreement may be specifically enforced in court by the government or the parties and may be used as evidence in a subsequent proceeding in which a breach of this agreement is alleged."

13. On April 7, 2008, Defendant informed the EEOC that it would not comply with

the terms of the Agreement. On July 11, 2008, Defendant reiterated this stance. To date, Defendant has not paid the Charging Party \$2,000, and has not complied with the Agreement's remaining provisions.

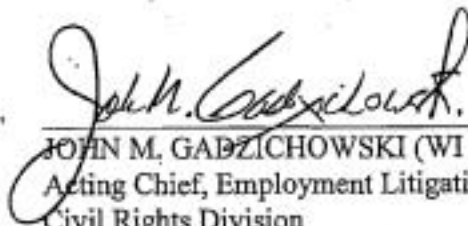
14. By its conduct, Defendant is in breach of the Agreement.

**WHEREFORE**, Plaintiffs pray that the Court grant the following relief:

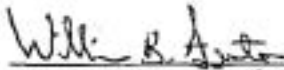
- (a) Order Defendant to perform all the duties and obligations previously agreed to pursuant to the Agreement;
- (b) Order Defendant to provide written notice to Plaintiffs that it will fully comply with the terms of the Agreement;
- (c) Order Defendant to pay applicable interest on monetary damages for amounts owed by Defendant under the Agreement, but not paid prior to and following judgment; and
- (d) Award such additional relief as justice may require, together with Plaintiffs' costs and disbursements in this action.

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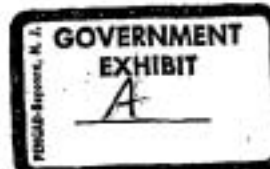
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# MEDIATION SETTLEMENT AGREEMENT

State and Local Government Entities



CHARGE NUMBER: 453-2008-00316

CHARGING PARTY: *Trinidad Mc Nabb*

RESPONDENT: *El Paso Housing Authority*

1. In exchange for the promises made by RESPONDENT pursuant to Charge Number 453-2008-  
CHARGING PARTY agrees not to institute a law suit under ( Title VII of the Civil Rights Act 00316  
of 1964, as amended, the Age Discrimination in Employment Act of 1967 as amended, the  
Americans with Disabilities Act of 1990, as amended, based on EEOC  
Charge Number 453-2008-00316

2. Further we agree that submission of this agreement to EEOC will constitute a request for  
closure of EEOC Charge Number 453-2008-00316

3. It is understood that this agreement does not constitute an admission by Respondent of any  
violation of (Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in  
Employment Act of 1967 as amended, the Americans with Disabilities Act of 1990, as amended).

4. Respondent agrees that there shall be no discrimination or retaliation of any kind against CP as  
a result of filing this charge or against any person because of opposition to any practice deemed  
illegal under the ADA, the ADEA or Title VII, as a result of filing this charge, or for giving  
testimony, assistance or participating in any manner in an investigation, proceeding or a hearing  
under the aforementioned Acts.

5. This document constitutes a final and complete statement of the agreement between (the  
parties) or (between the CP, Respondent and EEOC). *The parties acknowledge that  
they have entered into a Confidentially Agreement.*

6. The parties agree that the government is authorized to investigate compliance with this  
agreement and that this agreement may be specifically enforced in court by the government or the  
parties and may be used as evidence in a subsequent proceeding in which a breach of this  
agreement is alleged.

6A. CHARGING PARTY acknowledges that s/he has been advised to consult with an attorney  
and has been given a reasonable time to consider the agreement before signing. (ADEA  
CLAUSE)

7. As evidence of a good faith effort to resolve EEOC Charge Number 453-2008-00316

Respondent offers and Charging Party accepts the following proposal of settlement or (the  
parties agree):

*a.) The Respondent ("R") will pay the  
Charging Party ("CP") \$2,000.00 for*

*reimbursement but was not submitted for reasons discussed during the mediation*

- a.) (Cont.) her educational expenses } *M.M. AK*
- b.) For the next year, no one from the CP's Department will sit on an interview panel for a position she has applied for unless that position is in her Department.
- c.) An outside H.R. consultant will monitor all the interview panels she CP interviews before, over the, next ~~year~~ six (6) *M.M. AK* months.

*Arthur Huntz*  
Respondent

3-13-08  
Date

*Miriam M.M.*  
Charging Party

3-13-08  
Date

In reliance on the promises made in paragraphs through above, EEOC agrees to terminate its investigation and to not use the above referenced charge as a jurisdictional basis for a civil action under Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination Act of 1967 as amended, or the Americans with Disabilities Act of 1990, as amended. EEOC does not waive or in any manner limit its right to investigate or seek relief in any other charge including, but not limited to, a charge filed by a member of the Commission against the Respondent.

On Behalf of the Commission:  
*[Signature]*

03-19-08  
Date