



injunction are waived; that the terms of this Judgment are sufficiently detailed and specific to be enforceable by the Court in conformance with TEX.R.CIV.P. 683; that this Judgment represents a compromise and settlement of all matters arising out of facts alleged by the STATE OF TEXAS against Deco-Akal Defendants in this cause.

2. Pursuant to this Judgment, the parties submit to the jurisdiction of the Court and do not contest the entry of this Judgment.

3. It appearing to the Court that all parties agree to the entry of this Judgment and that they have approved its entry by their duly authorized signatures and the signature of their respective attorneys below, the Court, upon the stipulations of the parties and after being fully advised in this matter, finds as follows:

- A. That it has jurisdiction of the parties and subject matter of this suit;
- B. That the settlement of this dispute is fair, reasonable, and just; and
- C. That it would be in the best interests of the parties if the Court approved the settlement and rendered judgment accordingly.

4. Based on these findings, and having heard and considered the representations made by the parties, the Court is of the opinion that a permanent injunction should be issued as granted in this Judgment and that Plaintiff STATE OF TEXAS is entitled to recover of and from Deco-Akal Defendants as set forth below.

#### **STIPULATIONS OF FACT**

5. For purposes of this Judgment, the parties stipulate as follows:
- A. Akal Security, Inc., a New Mexico corporation, is an employer within the meaning of TEX. LABOR CODE ANN. §§ 101.001, et al. (the Act).
  - B. Deco, Inc., a Minnesota corporation, is an employer within the meaning of the Act.

- C. Deco-Akal JV is a joint venture between Akal Security, Inc. and Deco, Inc., that provides security services to the United States Government at the Government's El Paso Service Processing Center in El Paso, Texas (the SPC), and is an employer within the meaning of the Act.
- D. International Union, Security, Police, and Fire Professionals of America (SPFPA) and Local 725 (collectively the Union or Union Defendants) are a labor union and its local chapter within the meaning of the Act.
- E. The Union and Deco-Akal JV are parties to a collective bargaining agreement (the Agreement) which was made effective by its terms from November 11, 2003 through May 31, 2007. The Agreement has been extended by Deco-Akal JV, SPFPA, and Local 725 pending negotiations of a new collective bargaining agreement.
- F. The Agreement covers rates of pay, wages, hours of employment, and other terms and conditions of employment of certain employees employed at the SPC.
- G. The Agreement contains a union security clause at Article 2, Section 2.8, requiring that an employee either become a member of the Union, pay the Union a service fee, or donate an amount equivalent to the service fee to a charitable organization.
- H. By suspending Juan Vielma without pay, at the Union's request, because he failed to join or pay service fees to the Union, Deco-Akal JV has violated §§ 101.301(a) and (b) of the Act.
- I. Deco-Akal JV has offered Juan Vielma full reinstatement to his former position without prejudice to his seniority or any other rights or privileges previously enjoyed. Further, Deco-Akal JV is no longer enforcing the union security clause in the Agreement.

#### **INJUNCTIVE RELIEF**

6. IT IS, THEREFORE, ORDERED that Deco-Akal Defendants, their officers, agents, servants, employees and any other person acting in concert or participation with Deco-Akal Defendants, are hereby enjoined from:

- A. Threatening the employees at the SPC in El Paso, Texas that they are subject to the union security clause in the Agreement, by which terms they are required to either join the Union, pay the Union a service fee, or donate an amount equal to the service fee to a charitable organization, and that a refusal to do so could result in the Union requesting their suspension or discharge;

- B. Threatening the employees at the SPC in El Paso, Texas with suspension or discharge unless they comply with the provisions of the Agreement and either joined the Union, paid the Union a service fee, or donate an amount equal to the service fee to a charitable organization;
- C. Honoring any request by the Union that it suspend or discharge the employees at the SPC in El Paso, Texas because they fail to comply with the union security clause in the Agreement;
- D. Enforcing Article 2, Section 2.8 of its current collective bargaining agreement in effect with the Union to the extent it requires compulsory union membership or other forms of payments from employees as a condition of employment;
- E. Pursuant to this Judgment, Deco-Akal Defendants agree that they will not be a party to the inclusion of union security clauses such as the one found in Article 2, Section 2.8 of the operative collective bargaining agreement at the SPC in future agreements; and
- F. In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by the Act.

7. IT IS FURTHER ORDERED that Deco-Akal Defendants shall take the following affirmative action necessary to effectuate the policies of the Act:

- A. Refrain from enforcing Article 2, Section 2.8 of its collective bargaining agreement with the Union to the extent it requires compulsory unionism or other forms of payments from employees as a condition of employment;
- B. Make Juan Vielma whole for any loss of earnings and other benefits suffered as a result of the discrimination against him;
- C. Expunge from its records any reference to the unlawful suspension of Juan Vielma and the allegation that he was in noncompliance with the collective bargaining agreement covering the employees at the SPC in El Paso, Texas, and to provide him with a written notice of said expunction and inform him that the unlawful conduct will not be used as a basis for personnel or other actions against him;
- D. Preserve and, within 14 days after the date of this Judgment, or such additional time as the Office of the Attorney General may allow for good cause shown, provide at a reasonable place designated by the Office of the Attorney General, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of back pay due under the terms of this Judgment;

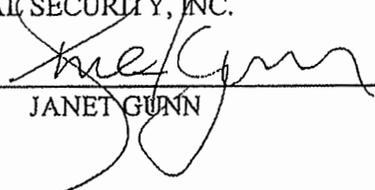
- E. Within 14 days after the date of this Judgment, post at the SPC in El Paso, Texas copies of the attached notice marked "Appendix A" in both English and Spanish. Copies of the notice, on forms provided by the Office of the Attorney General, after being signed by the Deco-Akal Defendants' authorized representative, shall be posted by the Deco-Akal Defendants and maintained for 60 consecutive days in conspicuous places including all places where notices to employees and members are customarily posted. Additionally, copies of "Appendix A" will be distributed with employees' paychecks within the next 60 days. Reasonable steps shall be taken by the Deco-Akal Defendants to ensure that the notices are not altered, defaced, or covered by any other material. In the event that during the 60-day posting period the Deco-Akal Defendants go out of business or no longer have the contract for the SPC facility involved in these proceedings, the Deco-Akal Defendants shall duplicate and mail, at their own expense, a copy of the notice to all current employees employed by the Deco-Akal Defendants at the SPC in El Paso, Texas, at any time since June 1, 2004; and
- F. Within 21 days after the date of this Judgment, file with the Office of the Attorney General a sworn certification of a responsible official attesting to the steps that the Deco-Akal Defendants have taken to comply with the terms of this Judgment.
8. After signing by the Court, this agreement constitutes final judgment.
9. All relief not expressly granted herein are denied.

SIGNED on 6/10/, 2007

  
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JUDGE PRESIDING

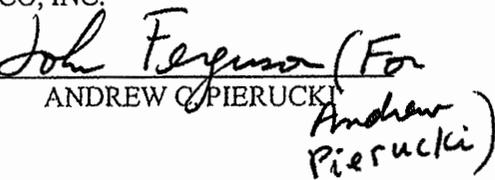
**APPROVED AS TO FORM AND SUBSTANCE AND ENTRY REQUESTED:**

DECO-AKAL JV,  
DECO-AKAL SERVICES, LLC &  
AKAL SECURITY, INC.

By: 

JANET GUNN

DECO, INC.

By: 

ANDREW C. PIERUCKI  
*Andrew Pierucki*

FOR THE STATE OF TEXAS:

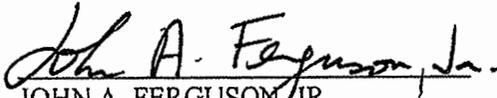
GREG ABBOTT  
Attorney General of Texas

KENT C. SULLIVAN  
First Assistant Attorney General

DAVID S. MORALES  
Deputy Attorney General for Civil Litigation

RUTH R. HUGHS  
Special Assistant Attorney General

APPROVED AS TO FORM:



JOHN A. FERGUSON JR.  
Bracewell & Giuliani, LLP  
800 One Alamo Center  
106 South St. Mary's Street  
San Antonio, Texas 78205-3603  
(210) 299-3518  
FAX: (210) 299-0107  
State Bar No. 06909100  
Counsel for Deco-Akal Defendants



JAMES A. DAROSS  
Assistant Attorney General  
Consumer Protection and Public Health  
Division  
401 E. Franklin Ave., Suite 530  
El Paso, Texas 79901  
(915) 834-5801  
FAX (915) 542-1546  
State Bar No. 05391500

**APPENDIX A  
NOTICE TO EMPLOYEES**

Posted by Judgment of the 171st State District Court  
Upon Request by the Office of the Attorney General of Texas

The Office of the Attorney General of Texas has found that we violated State labor law and we have entered in to an Agreed Final Judgment and Permanent Injunction that requires that we must post and obey this Notice.

**STATE LAW GIVES YOU THE RIGHT TO**

Form, join, or assist a union  
Choose representatives to bargain with us on your behalf  
Act together with other employees for your benefit and protection  
Choose not to engage in any of these protected activities

WE WILL NOT do anything that interferes with these rights. Specifically:

WE WILL NOT threaten our employees at the SPC in El Paso, Texas (the SPC) that they are subject to the union security clause in the collective bargaining agreement (the Agreement) we have with the International Union, Security, Police, and Fire Professionals of America (SPFPA) (the Union) and Local 725, by which terms they are required to either join the Union, pay the Union a service fee, or donate an amount equal to the service fee to a charitable organization, and that a refusal to do so could result in the Union requesting their discharge.

WE WILL NOT threaten our employees at the SPC with suspension or discharge unless they comply with the provisions of the Agreement requiring them to either join the Union, pay the Union a service fee, or donate an amount equal to the service fee to a charitable organization.

WE WILL NOT suspend or discharge our employees at the SPC because they are either not members of the Union, have not paid the Union a service fee, or have not donated an amount equal to the service fee to a charitable organization.

WE HAVE offered Juan Vielma full reinstatement to his former job, without loss of seniority or any other rights or privileges previously enjoyed.

WE WILL make Juan Vielma whole for any loss of earnings, plus interest, and other benefits suffered as a result of the discrimination against him.

WE WILL NOT enforce Article 2, Section 2.8 of the Agreement, to the extent it requires Union membership or payments as a condition of employment.