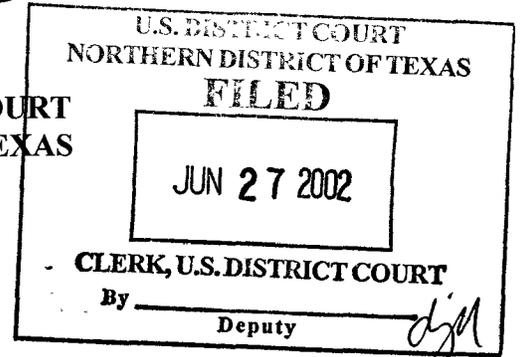


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ORIGINAL

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**



**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,** }

Plaintiff, }

v. }

**BICCGENERAL CABLE INDUSTRIES, INC. ,
GENERAL CABLE INDUSTRIES, INC., AND
GENERAL CABLE CORPORATION,** }

Defendants. }

CIVIL ACTION NO.

3:00CV2122-D



CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and among the Plaintiff, Equal Employment Opportunity Commission ("EEOC"), and Defendants, General Cable Industries, Inc., formerly known as BICCGeneral Cable Industries, Inc. ("General") and General Cable Corporation ("General Cable") in the United States District Court for the Northern District of Texas with regard to the EEOC's Complaint in Civil Action No. 3:00-CV-2122-D. The Complaint was based upon a charge of discrimination filed by George Asamoah ("Asamoah") against Defendants and sought relief for George Asamoah and Tony Evans ("Evans").

The above referenced Complaint alleges that Defendants violated Title VII of the Civil Rights Act of 1964, as amended, ("Title VII"), 42 U.S.C. § 2000e, *et. seq.* by discriminating against Asamoah and Evans on account of their race, Black, and/or national origin, African, and by discharging them in retaliation for opposing practices made unlawful under Title VII.

Defendants deny all liability.

The EEOC and Defendants agree to compromise and settle the differences embodied in the Complaint, and intend that the terms and conditions of the compromise and settlement be set forth in this Consent Decree ("Consent Decree").

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Consent Decree resolves all issues raised in EEOC Charge No. 310 99 2051. This Decree further resolves all issues in the Complaint filed by the EEOC in this action. The EEOC waives further claims and/or litigation on all issues raised in the above referenced charge and Complaint. The EEOC does not waive processing or litigating charges or cases other than the above captioned case and Charge No. 310 99 2051.

2. The parties agree that this Consent Decree does not constitute an admission by Defendants of any violation of Title VII or any other anti-discrimination laws.

3. General Cable Industries, Inc. agrees that it shall conduct all employment practices in a manner consistent with Title VII. General Cable Industries, Inc. further agrees that there shall be no retaliation against any employee because that person has opposed any practice made unlawful under Title VII, or has filed a charge of discrimination, or has given testimony, assistance, or has participated in any manner in any investigation, proceeding or hearing under Title VII.

4. For each year that this Consent Decree is in effect, General Cable Industries, Inc. agrees to post the Notice appended as Attachment "A" on the employee bulletin board(s) at all of its facilities located within the State of Texas within ten (10) calendar days of the date of the file

stamp of this Consent Decree. General Cable Industries, Inc. will report by letter to the EEOC that it has complied with this requirement within ten (10) calendar days after posting the Notice and will provide photographs of the bulletin board(s) showing the posted Notice.

5. General Cable Industries, Inc. agrees to conduct training at all facilities located within the State of Texas for all supervisors, managers, human resource managers and all other employees with authority to hire or terminate, advising them of the requirements and prohibitions of Title VII. The training will inform the trainees of the complaint procedure for individuals who believe they have experienced discrimination in violation of Title VII. The training will also advise the trainees of the consequences of violating Title VII. The training will also include a specific discussion or instruction relating to the issue of retaliation. The training shall total at least two hours in duration and shall be conducted once annually during the pendency of this Consent Decree. No less than 30 days after the training is conducted, General Cable Industries, Inc. agrees to give written notice to the EEOC as to the date and location of the training, the name and job title of the person providing the training and the substance of the training.

6. General Cable Industries, Inc. agrees to implement a written complaint procedure policy whereby employees may lodge complaints of discrimination if such written complaint procedure does not already exist. General Cable Industries, Inc. will provide a copy of this policy to each current employee at all facilities within the State of Texas within 30 days of the date of the file stamp of this Consent Decree. Each newly hired employee shall be provided a copy of this policy at the time of hire. General Cable Industries, Inc. agrees to require its employees to sign a verification that they have read and received a copy of this policy. General Cable Industries, Inc. agrees to send an affidavit signed by a General Cables Industries, Inc. officer or manager to the EEOC verifying that the policy has been disseminated within forty-five (45) days

of the date of the file stamp of this Consent Decree.

7. General Cable Industries, Inc. agrees to remove from Asamoah's and Evans' personnel files all documents, entries and references relating to: the facts and circumstances which led to the filing of the charge of discrimination; the charge; and any complaint filed by the EEOC in federal court based upon the charge.

8. General Cable Industries, Inc. agrees that, if it is asked to provide a job reference for Asamoah or Evans, it will provide them with a neutral reference, stating only the dates of their employment, positions held, and wage rate.

9. Defendants agree to pay the amount of \$26,207.00 to Asamoah for back pay, subject to applicable withholding taxes, as well as an additional amount of \$13,793.00 for damages under 42 U.S.C. § 1981a only, subject to IRS Form 1099, on or before 10 days after the entry of this Consent Decree.

10. Defendants agree to pay the amount of \$18,200.00 to Evans for back pay, subject to applicable withholding taxes, as well as an additional amount of \$16,800.00 for damages under 42 U.S.C. § 1981a only, subject to IRS Form 1099, on or before 10 days after the entry of this Consent Decree.

11. The payments referenced in paragraphs 9 and 10 above shall be made by checks made payable to each designated recipient. Said payments represent the total monetary payments to be made by Defendants to Asamoah and Evans in settlement of this action.

12. All payments required pursuant to paragraph 11 above shall be mailed by certified mail, return receipt requested, to Sidney B. Chesnin, attorney for the EEOC.

13. General Cable Industries, Inc. agrees to report to the EEOC within 14 days of entry of this Consent Decree regarding its compliance with the agreements set forth in paragraph 7 above.

14. All reports to the EEOC required by this Decree shall be sent to Sidney B. Chesnin, Sr. Trial Attorney, EEOC, 207 S. Houston, 3rd Floor, Dallas, Texas 75202.

15. Each party shall bear its own costs and attorney's fees incurred in connection with this action.

16. If Defendants fail to tender payment or otherwise fail to timely comply with the terms of paragraphs 9,10, and 11, above, Defendants shall:

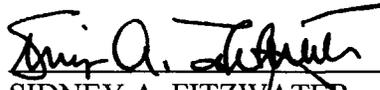
- a. Pay interest at the rate calculated pursuant to 26 U.S.C. Section 6621(b) on any untimely or unpaid amounts; and
- b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of Defendants.

17. Neither the EEOC nor Defendants shall contest the validity of this Consent Decree nor the jurisdiction of the federal district court to enforce this Consent Decree and its terms or the right of any party to the Consent Decree to bring an enforcement action upon breach of any term of this Consent Decree by any such party. Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in the event that General Cable Industries, Inc. fails to perform the promises and representations contained herein. The EEOC may seek a Court determination as to whether General Cable Industries, Inc. has complied with the terms of this Consent Decree and shall be authorized to seek compliance with the Consent Decree through civil action in the United States District Court. The EEOC also reserves the right to seek contempt sanctions against General Cable Industries, Inc. for non-payment and non-compliance with this Court Order.

18. This Decree shall be in effect until January 1, 2005.

SO ORDERED, ADJUDGED AND DECREED this 26th day of June,

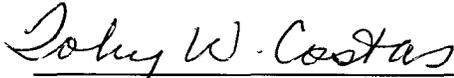
2002.



SIDNEY A. FITZWATER
UNITED STATES DISTRICT JUDGE

AGREED AS TO FORM AND SUBSTANCE:

FOR THE PLAINTIFF EEOC:



TOBY W. COSTAS
Texas Bar No. 04855720
Acting Regional Attorney



SIDNEY B. CHESNIN, Sr. Trial Attorney
Texas Bar No. 04186600
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Dallas District Office
207 S. Houston Street, 3rd Floor
Dallas, TX 75202-4726
(214) 655-3330
(214) 655-3331 FAX

FOR DEFENDANTS:



MARK BLONDMAN, PA. Bar No. 38928



DONALD GAMBURG, PA. Bar No. 76855

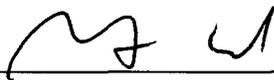
BLANK, ROME, COMISKEY & MCCAULEY

One Logan Square

Philadelphia, Pennsylvania 19103

(215) 569-5330

(215) 832-5330 FAX



ROBERT J. WOOD, TX Bar No. 00788712

HUGHES & LUCE

1717 Main Street, Suite 2800

Dallas, Texas 75202

(214) 939-5500

(214) 939-6100 FAX

ATTACHMENT "A"

NOTICE TO ALL EMPLOYEES POSTED PURSUANT TO AGREEMENT WITH THE U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

This notice is being posted as part of an Agreement between the U.S. Equal Employment Opportunity Commission ("EEOC") and General Cable Industries, Inc.

Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's race, color, religion, sex, national origin, age or disability with respect to hiring, firing, promotions, pay raises or other terms, conditions or privileges of employment. Upon an employee's complaint of such treatment, employers are also required to investigate and to promptly take appropriate remedial and corrective action as required under the circumstances. The law also prohibits an employer from retaliating against employees who oppose what they believe to be unlawful employment practices. This Notice is intended to inform employees of their rights under federal law and to prevent future acts of discrimination.

The employee has the right, and is encouraged to exercise the right, to report allegations of discrimination, including but not limited to discrimination based on race or national origin, in the workplace. An employee may do so by notifying the _____, or his designated representative _____ at _____. Employees who do not wish to report to _____ or his designated representative may instead report to any supervisor or manager with General Cable Industries, Inc.. Supervisors and managers who are informed of an employee's complaint must immediately notify _____ or his designated representative.

Any report of such an allegation will be thoroughly investigated, and, if substantiated, appropriate disciplinary action will be taken against any person(s) found to have engaged in discriminatory conduct.

A person either alternatively, or in addition to reporting such an allegation to company officials, may contact the Equal Employment Opportunity Commission for the purposes of filing a charge of employment discrimination. The Dallas District Office of the Equal Employment Opportunity Commission is located at 207 S. Houston, 3rd Floor, Dallas, Texas 75202. Information about your rights and how to file a charge is also available on the Internet at www.eeoc.gov.

DATE

THIS NOTICE SHALL REMAIN POSTED UNTIL JANUARY 1, 2005.