

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION
CIVIL ACTION NO. 5:00 CV 700-BO (3)

FILED

MAR 21 2001

DAVID W. DANIEL, CLERK
US DISTRICT COURT
E. DIST. N. CAROLINA

FILED

MAR 30 2001

DAVID W. DANIEL, CLERK
US DISTRICT COURT
E. DIST. N. CAROLINA

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

Plaintiff,)

and)

GARY BOONE, VINCENT CHAMBERS,)
and WAYNE MARROW,)

Intervenor-Plaintiffs)

v.)

GEORGIA-PACIFIC CORP.,)

Defendant.)

CONSENT
DECREE

BD #17, p. 158

The Equal Employment Opportunity Commission (the "Commission") instituted this action pursuant to Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e-5(f)(1) and (3) ("Title VII"), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

The Commission, the Plaintiff-Intervenors, and the Defendant, Georgia-Pacific Corporation (the "Defendant"), hereby stipulate to jurisdiction of the Court over the parties and agree that the subject matter of this action is properly before the Court.

The parties have advised this Court that they desire to resolve the allegations in the Complaint without the burden, expense, and delay of further litigation.

It is therefore the finding of this Court, made on the pleadings and the record as a whole, that: (1) the Court has jurisdiction over the parties and the subject matter of this action; (2) the purpose and provisions of Title VII will be promoted and effectuated by the entry of the Consent Decree; and (3) this Decree resolves all matters in controversy between the parties as provided in paragraphs 1 through 19 below.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. Defendant agrees to abide by existing law as follows:
 - a) Defendant shall not discriminate against or harass individuals on the basis of race, sex or national origin within the meaning of Title VII.
 - b) Defendant shall not discriminate or retaliate against any person because of opposition to any practice made unlawful under Title VII of the Civil Rights Act of 1964 or because of the filing of a charge, the giving of testimony or assistance, or the participation in any investigation, proceeding or hearing related to this case.
 - c) Paragraphs (a) and (b) above are not intended to create a separate contract right or cause of action as to any employee or former employee of Defendant except to the extent that a class member seeks to enforce the Decree.
2. Defendant shall pay a class of African American employees who in any capacity worked or are working in the Fabrication Shop at Defendant's Butner, N.C. facility the sum of One Hundred Ninety-Eight Thousand Four Hundred Seventeen Dollars and Five Cents (\$198,417.05) in settlement of the claims raised in this

action. The parties intend that payments made under this paragraph are to settle non-wage related claims. Except for Gary Boone, all claims for wages or wage equivalents of any sort in this action which were or could have been made are expressly waived. Defendant will deposit this amount in an interest-bearing escrow account for the benefit of the class within fifteen days after the Court approves this Consent Decree. Thereafter, Defendant shall promptly distribute the account in such manner as the Commission shall direct in writing. With ten days after such distribution, Defendant shall mail to Mindy E. Weinstein, Regional Attorney, Equal Employment Opportunity Commission, 129 W. Trade Street, Suite 400, Charlotte N.C., 28202, a copy of such distribution and proof of its delivery.

3. Class members eligible to receive funds, who are either represented by counsel or had the opportunity to obtain counsel, will execute separate general release agreements. The parties agree that the Commission has not advised any class member with respect to such releases, except to advise unrepresented class members to obtain counsel.
4. Defendant shall pay Gary Boone One Thousand Five Hundred Eighty-Two Dollars and Ninety-Five Cents (\$1,582.95), less applicable withholdings, representing lost wages.
5. Defendant agrees to eliminate from the employment records of Gary Boone and Vincent Chambers any and all documents, entries, or references of any kind relating to the facts and circumstances which led to the filing of EEOC Charge

Numbers 141980590 and 141980591 and the related events that occurred thereafter.

6. Defendant also agrees to eliminate from the employment records of all other class members identified in the Commission's written distribution directive, including but not limited to Wayne Marrow, any and all documents, entries, or references of any kind relating to the filing of this lawsuit.
7. Defendant agrees to provide, upon request from prospective employers, neutral references for Gary Boone, Vincent Chambers, Wayne Marrow and all other class members who separated from employment with Defendant prior to the date of this Decree. Any and all requests for references under this paragraph shall be directed to Sophia Dobransky, Regional Human Resources Manager, Georgia-Pacific Corporation, 4300 Georgia-Pacific Boulevard, Frederick, Maryland 21704.
8. Defendant's harassment policy shall continue to be posted conspicuously at Defendant's Butner, North Carolina facility in places where it is visible to the employees, and shall be distributed to each facility employee on an annual basis during the term of this Consent Decree.
9. During the term of this Decree, Defendant shall provide an annual training program to all of its management and supervisory employees at its facility in Butner, North Carolina. At least fifteen (15) days prior to each program, Defendant shall provide the Commission with an agenda for the training program. Each training program shall include an explanation of the requirements of Title VII of the Civil Rights Act of 1964 and its prohibition against race, national

origin and sex discrimination in the workplace, including harassment based on race, national origin, and sex, and retaliation. Each training program shall also cover Defendant's anti-discrimination policy and an explanation of the rights and responsibilities of employees and managers under the policy. The first training program shall be completed within ninety (90) days after entry of the Decree by the Court. Each subsequent training program shall be conducted at approximately one-year intervals. Within ten (10) days after completion of each training program, Defendant shall certify to the Commission the specific training which was undertaken and shall provide the Commission with a roster of all employees in attendance.

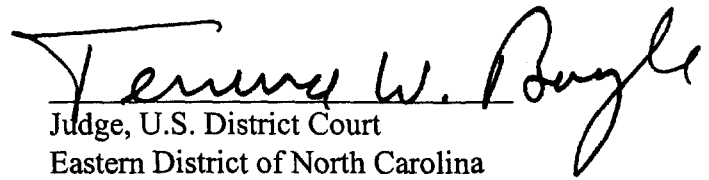
10. During the term of this Decree, Defendant agrees that it shall provide an annual training program to all of its non-management and non-supervisory employees at its facility in Butner, North Carolina. At least fifteen (15) days prior to each program, Defendant shall provide the Commission with an agenda for the training program. Each training program shall include an explanation of the requirements of Title VII of the Civil Rights Act of 1964 and its prohibition against race, national origin, and sex discrimination in the workplace, including harassment based on race, national origin, and sex, and retaliation. Each training program shall also cover Defendant's anti-discrimination policy and the proper way for employees to raise complaints under the policy. The first training program shall be completed within ninety (90) days after entry of the Decree by the Court. Each subsequent training program shall be conducted at approximately one-year

intervals. Within ten (10) days after completion of each training program, Defendant shall certify to the Commission the specific training which was undertaken and shall provide the Commission with a roster of all employees in attendance.

11. During the term of this Decree, Defendant shall conspicuously post the attached Employee Notice, marked Attachment A, hereby made a part of this Decree, in a place where it is visible to all employees at its Butner, North Carolina facility. If the Notice becomes defaced or unreadable, Defendant shall replace it by posting another copy of the Notice.
12. Defendant agrees to provide the Commission with semi-annual reports during the term of this Decree. The reports shall include the following information: the identities of all individuals who have reported allegations of harassment based on race, national origin or sex at Defendant's facility in Butner, North Carolina, including by way of identification each person's name, race, sex and national origin, and a statement of the individual's complaint and what action was taken in response to the individual's complaint. Defendant shall submit the reports to the Commission four months after the date of entry of this Consent Decree and every six months thereafter during the term of this Decree.
13. Defendant agrees that the Commission may reasonably review compliance with this Decree. As part of such review, the Commission may inspect the premises, interview employees and examine and copy documents relevant to compliance with this decree.

14. Defendant has entered into this Decree in order to forego the burden, expense and delay of further litigation and to secure its peace, and expressly denies that it has violated Title VII or any other law or violated the rights of any person in any way. Neither this Decree nor any provision hereof shall constitute evidence of unlawful discrimination or other violation of the law or individual rights by Defendant.
15. If at anytime during the term of this Decree, the Commission believes that Defendant is in violation of the Decree, the Commission shall give notice of the alleged violation to Defendant. Defendant shall have twenty (20) days in which to investigate and respond to the allegations. Thereafter, the parties shall have a period of ten (10) days or such additional period as may be agreed upon by them, in which to engage in negotiation and conciliation regarding such allegations before the Commission exercises any remedy provided by law.
16. The parties intend that this Decree shall fully, finally and forever resolve all matters which were or could have been resolved in this action.
17. Each party, including Plaintiff-Intervenors, shall bear its own costs and expenses, including but not limited to mediation charges and attorneys' fees.
18. The term of this Decree shall be for two (2) years from its entry by the Court.
19. This Court shall retain jurisdiction of this cause for purposes of monitoring compliance with this Decree and entry of such further orders as may be necessary or appropriate.


3-30-01
Date



Judge, U.S. District Court
Eastern District of North Carolina

The parties jointly request that the Court approve and enter the Consent Decree:

GEORGIA-PACIFIC CORPORATION


By: 

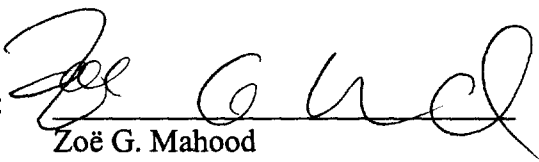
HUNTON & WILLIAMS
Randall D. Avram, Esq.
One Hannover Square, Suite 1400
421 Fayetteville Street Mall
Raleigh, N.C. 27601

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

GWENDOLYN YOUNG REAMS
Associate General Counsel

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
1801 "L" Street, N.W.
Washington, D.C. 20507

By: 
Mindy E. Weinstein
Regional Attorney
129 West Trade Street, Suite 400
Charlotte, N.C. 28202

By: 
Zoë G. Mahood
Trial Attorney
1309 Annapolis Drive
Raleigh, N.C. 27608

GARY BOONE

By: Lynn Fontana
Lynn Fontana, Esq.
1316 Broad Street
Durham, NC 27705

VINCENT CHAMBERS

By: Lynn Fontana
Lynn Fontana, Esq.
1316 Broad Street
Durham, NC 27705

WAYNE MARROW

By: Lynn Fontana
Lynn Fontana, Esq.
1316 Broad Street
Durham, NC 27705

NOTICE TO EMPLOYEES

1. This Notice is posted pursuant to a settlement between Georgia Pacific Corporation and the U.S. Equal Employment Opportunity Commission in a case captioned Equal Employment Opportunity Commission, Civil Action No. 5:00 CV 700-BO (3), alleging discrimination based on sex, race, national origin and retaliation.
2. Federal law requires that employers may not discriminate against any employee because of the employee's race, color, religion, sex, national origin, age (40 or older) or disability. Georgia Pacific Corporation supports and will comply with such federal law in all respects. Specifically, Georgia Pacific Corporation agrees that it will not discriminate against any applicants or employees based on race.
3. Georgia Pacific Corporation will not take any actions against employees because of the filing of a charge, the giving of testimony or assistance, or the participation in any investigation, proceeding or hearing conducted by the U. S. Equal Employment Opportunity Commission.

An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination in the workplace. Complaints may be raised to Georgia Pacific corporate EEO or human resources. In addition, an employee may contact the U. S. Equal Employment Opportunity Commission at the following address and telephone number for the purpose of filing a charge of employment discrimination.

Equal Employment Opportunity Commission
Raleigh Area Office
1309 Annapolis Drive
Raleigh, North Carolina 27608
Tel: (919) 856-4064

Attachment A