

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF KENTUCKY
OWENSBORO DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
TRI-VALLEY PLASTICS, INC. d/b/a)
Tri-Valley Millennium Plastics, Inc.)
Defendant.)
_____)

CIVIL ACTION NO.
4:05CV-39-M

CONSENT DECREE

The United States Equal Employment Opportunity Commission (the “Commission”) commenced this action against Tri-Valley Plastics, Inc. d/b/a Tri-Valley Millennium Plastics, Inc. (“Tri-Valley”) pursuant to Title VII of the Civil Rights Act of 1964 and Title 1 of the Civil Rights Act of 1991 in order to correct Tri-Valley’s alleged unlawful employment practices on the basis of sex and to provide appropriate relief to Destiny Chapman, Jason Chapman and Jessica Foster. This action was instituted and authorized by Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 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 and Tri-Valley stipulate to the Court’s jurisdiction over the parties. Further, the Commission and Tri-Valley desire to resolve Civil Action No. 4:05CV—39-M without the burden and expense of further litigation. As a result, and based on the pleadings and the record as a whole, the Court finds that: [i] the Court has jurisdiction over the parties and the subject matter of this action; and [ii] the purpose and provisions of Title VII of

the Civil Rights Act of 1964 and Title 1 of the Civil Rights Act of 1991 will be promoted and effectuated by the entry of this Decree, (3) this Consent Decree resolves all matters and claims in controversy in this lawsuit between the EEOC and Tri-Valley as provided in paragraphs 1 through 13 below.

IT IS THEREFORE ADJUDGED, ORDERED AND DECREED as follows:

1. Tri-Valley denies any wrongdoing on the basis of any of the allegations set forth in the underlying charge of discrimination filed with the Commission or on the basis of any of the allegations set forth in the Commission's Complaint.
2. Tri-Valley agrees that it and all of its officers, directors, employees, agents, shareholders, members, representatives and any affiliated entity will not discriminate against nor harass any Tri-Valley employee on the basis of his or her sex.
3. Tri-Valley agrees that there will be no discrimination or retaliation of any kind against any person because of opposition to any practice made unlawful under Title VII of the Civil Rights Act of 1964 and Title 1 of the Civil Rights Act of 1991, or because of the filing of a charge, the giving of testimony, assistance, or participation in any manner in an investigation, proceeding or hearing under Title VII of the Civil Rights Act of 1964 and Title 1 of the Civil Rights Act of 1991.
4. Tri-Valley shall pay the total sum of Seven Thousand Five Hundred Dollars (\$7,500.00) to Destiny Chapman, Jason Chapman and Jessica Foster in the following amounts, delivered to the following addresses:

Destiny Chapman \$2,500.00
122 Skyway Dr.
Murray, KY 42071

Jason Chapman \$2,500.00
122 Skyway Dr.
Murray, Ky. 42071

Jessica Foster \$2,500.00
233 East McLaughlin St.
Madisonville, KY 42431

This amount is not for back pay, front pay, or services rendered. Tri-Valley will not deduct from any amount the employer's share of any costs, taxes, or social security required by law to be paid by Tri-Valley. Further, Tri-Valley will not withhold any amounts from payments of liquidated damages, interest, or punitive damages. Tri-Valley shall effect payment by issuing checks by certified mail in the amounts specified and to the addresses identified within fourteen (14) days of execution of this agreement.

5. Tri-Valley shall mail a copy of the checks and proof of their delivery (assigned certified mail receipt) to Laurie A. Young (or her successor), Regional Attorney, Equal Employment Opportunity Commission, Indianapolis District Office, 101 West Ohio St., Suite 1900, Indianapolis, Indiana 46204-4203, within thirty (30) days of mailing.

6. The term of this Decree shall be for twenty four months (24) months from and after the date of its entry by the Court.

7. Within ninety (90) days of the date of execution of this Decree, Tri-Valley shall provide a training program to all of its supervisors and managers regarding the provisions of Title VII of the Civil Rights Act as it pertains to sex discrimination and sexual harassment in the work place. This training program shall include an explanation of the prohibition against

retaliation for those employees reporting sex discrimination or sexual harassment. Thirty (30) days before the training, Tri-Valley shall provide: [i] notice to the Commission of the date, time, and place of the training; [ii] shall send to the Commission a copy of the training program and all written materials, if any, to be used; and [iii] shall provide the Commission with a roster of all individuals who will receive the training. The Commission may provide reasonable input on the content of the training but shall do so no later than ten (10) days prior to the training.

Upon completion of the training, Tri-Valley shall certify to the Commission the specific training that was undertaken and shall provide the Commission with a roster of all individuals who received the training. All reports shall be sent to the attention of Laurie A. Young, Regional Attorney, at the address specified in paragraph 5.

8. In the event that the EEOC determines that a violation of this Decree has occurred, it will, prior to exercising any remedy provided by law, provide written notice to Tri-Valley and its attorney specifically identifying the alleged violation(s). Tri-Valley will have thirty (30) days or any additional period which may be agreed to by the parties in which to investigate and respond to the allegation. Thereafter, the parties will have a period of thirty (30) days, or any such additional period as may be agreed upon by them, in which to negotiate and confer regarding such allegation before the Commission exercises any remedy provided by law.

9. Tri-Valley shall post the Notice attached hereto as Appendix A. The Notice shall be placed within a conspicuous area where it shall be visible to all employees.

10. The Commission and Tri-Valley shall each bear its own costs and attorney fees.

11. **RETENTION OF JURISDICTION BY COURT:** The Court will retain jurisdiction of this cause throughout the duration of this Decree for purposes of monitoring compliance with this Decree and entry of such further orders as may be necessary or appropriate.

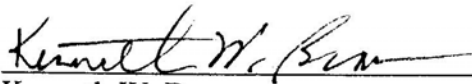
SO ORDERED:



**Joseph H. McKinley, Jr., Judge
United States District Court**

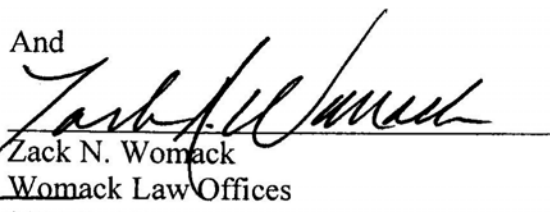
HAVING SEEN AND AGREED TO WITH COPIES:

September 21, 2006



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Copies to: Counsel of record