

**UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA**

GWEN CARLSON, *et al.*,

Plaintiffs,

v.

C.H. ROBINSON WORLDWIDE, INC.,

Defendant.

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)
)
) **CASE NO. CV 02-3780 (JNE/JJG)**
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)
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)

SETTLEMENT AGREEMENT AND CONSENT DECREE

SCANNED

SEP 18 2006

U.S. DISTRICT COURT MPLS

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MINNESOTA

GWEN CARLSON, <i>et al.</i> ,)	
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Plaintiffs,)	
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v.)	CASE NO. CV 02-3780 (JNE/JJG)
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C.H. ROBINSON WORLDWIDE, INC.,)	
)	
Defendant.)	

SETTLEMENT AGREEMENT AND CONSENT DECREE

I. INTRODUCTION

On October 2, 2002, Plaintiff Gwen Carlson and other current and former female employees (“Plaintiffs”) of Defendant C.H. Robinson Worldwide, Inc. (“C.H. Robinson” or the “Company”) filed a complaint initiating a civil lawsuit in the United States District Court for the District of Minnesota (the “District Court”) styled *Carlson, et al., v. C.H. Robinson Worldwide, Inc.*, Case No. 02-3780 (the “Case”). In their complaint, the Plaintiffs alleged that the Company (1) discriminated against them and other similarly situated female employees by engaging in a pattern or practice of sex discrimination with respect to the maintenance of a hostile work environment, compensation, and branch management promotions in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* and/or the Equal Pay Act, 29 U.S.C. § 206(d) *et seq.*, and (2) misclassified them as exempt employees and failed to pay them overtime wages in violation of the Fair Labor Standards Act, 29 U.S.C. § 207. C.H. Robinson denied,

and continues to deny, all allegations of wrongdoing and liability in the Case. More particularly, C.H. Robinson categorically denies that it discriminated against employees on the basis of their gender, harassed female employees, created a hostile work environment, has condoned any such conduct, or that any company-wide pattern or practice of gender discrimination or harassment exists or ever existed at the Company.

Beginning in early 2003, Plaintiffs and the Company engaged in extensive discovery, including producing over 100,000 pages of documents, answering interrogatories and requests for admission, and deposing approximately 100 witnesses, including each party's respective expert witnesses. The discovery period closed on March 19, 2004.

Thereafter, on May 28, 2004, the Plaintiffs filed a motion to maintain their Title VII sex discrimination claims as a class action pursuant to Rule 23 of the Federal Rules of Civil Procedure. C.H. Robinson opposed Plaintiffs' motion. On March 31, 2005, the District Court issued an Opinion and Order denying in part and granting in part Plaintiffs' motion. The District Court denied the motion with respect to the hostile work environment claims, and granted the motion with respect to the compensation and branch manager promotion claims. In addition, the District Court severed the issues of liability and declaratory or injunctive relief from Plaintiffs' requests for monetary damages and certified only the issue of liability and request for declaratory or injunctive relief as a Rule 23(b)(2) class action. The District Court certified separate classes for purposes of the two certified claims, defined as follows:

- All females employed on a full-time salaried basis at any domestic C.H. Robinson branch office at any time since August 17, 2000, who have been or may be subjected to C.H. Robinson's challenged compensation policies and practices (the "Compensation Class"); and
- All females employed at any domestic C.H. Robinson branch office at any time since August 17, 2000, who have more than two years' experience in a sales and/or operations position and who have been or may be subjected to C.H. Robinson's challenged promotions policies and practices (the "Promotions Class").

A class liability trial on the certified pay and promotion claims ("Class Claims") was scheduled to begin on April 11, 2006. On April 4, 2006, the District Court held a final pretrial conference, and issued rulings on numerous evidentiary motions and the general conduct of trial. On April 10, 2006, counsel for Plaintiffs and C.H. Robinson agreed on a class action settlement in principle, and on April 11, 2006, counsel for Plaintiffs and C.H. Robinson advised the District Court that they had reached a settlement in principle with respect to the Class Claims and the individual claims of the Plaintiffs, excluding all Fair Labor Standards Act claims. At the Parties' request, the District Court continued the class liability trial pending the filing of a motion to grant final approval of the proposed Settlement pursuant to Rule 23(e).

II. FINDINGS

The Court, having carefully examined the terms and provisions of this Settlement Agreement and Consent Decree ("Consent Decree"), and based on the pleadings and the record in the Case, and subject to the Court's findings as set forth in its orders granting preliminary and final approval of the Consent Decree, finds as follows:

- (a) this Court has jurisdiction over the subject matter of this action and over the Parties for purposes of entering and enforcing this Consent Decree;

- (b) the terms of this Consent Decree are adequate, fair, reasonable, equitable and just; and
- (c) this Consent Decree conforms with the Federal Rules of Civil Procedure and is not in derogation of the rights or privileges of any person, any Party, or the Class. The final approval of this Consent Decree will further the objectives of Title VII and will be in the best interests of the Parties and the Class.

III. GOALS, PURPOSES, AND GENERAL PROVISIONS OF THE CONSENT DECREE

3.1 Goals Of The Consent Decree. The Parties enter into this Consent Decree to achieve the following goals: (a) to resolve all claims asserted in the Litigation, including all requests for damages, costs and attorneys' fees arising therefrom; (b) to ensure that Class Members, including Named Plaintiffs, are fairly compensated for release of their claims; and (c) the entry of a Court order specifying certain relief as to C.H. Robinson to ensure that effective mechanisms are in place to provide equal employment opportunity and non-discrimination for female employees.

3.2 Purposes Of The Consent Decree. The Parties and Counsel of Record agree that the purposes of this Consent Decree are to: (a) continue to ensure equal employment opportunity; (b) prevent discrimination and promote fair treatment for all employees; (c) expedite relief for Class Members, including Eligible Claimants and Named Plaintiffs; (d) avoid further expensive and protracted litigation; (e) provide finality for all claims asserted in the Litigation; and (f) re-affirm C.H. Robinson's commitment to maintaining a workplace free of gender discrimination.

3.3 The Consent Decree Is Not An Admission Of Liability. This Consent Decree does not and is not intended to constitute and shall not be deemed to constitute an

admission by C.H. Robinson as to the merits, validity, or accuracy of any of the allegations, claims, or defenses in the Case, nor shall it be used as a means to require the continuation of any program or action beyond the term of this Consent Decree, except as may be necessary to enforce the terms of this Consent Decree. By entering into this Consent Decree, C.H. Robinson does not admit or concede, expressly or impliedly, but instead denies, that it has in any way violated Title VII; the common law of any jurisdiction; any federal, state, or local law, statute, ordinance, regulation, rule, or executive order; or any obligation or duty at law or in equity. Nothing contained in this Consent Decree shall be interpreted or construed as evidence of an admission of liability, or a waiver or release of any claim, except as expressly provided for herein.

3.4 No Court Findings As To Liability. In agreeing to the terms of this Consent Decree, the Parties acknowledge that neither this Court nor any other court has made any findings or expressed any opinion concerning the merits, validity, or accuracy of any of the claims in the Litigation, other than granting C.H. Robinson's motions for partial summary judgment set out in the pleadings at Docket Nos. 501, 505, 509, 513, 517, 521, 525, 533, and 537, and as set forth in the Court's Order dated March 31, 2005.

3.5 Parties' Agreement Regarding Non-Admissibility In Any Other Proceeding. Nothing in this Consent Decree, nor any action taken in implementation thereof, nor any statements, discussions, or communications, nor any materials prepared, exchanged, issued, or used in negotiations leading to this Consent Decree, are intended by the Parties to, nor shall any of the foregoing constitute, be introduced, be used, or be admissible in any way in the Case, or in any other judicial, arbitral, administrative,

investigative, or other proceeding of whatsoever kind or nature as evidence of Gender Based Discrimination, or as evidence of any violation of Title VII; the common law of any jurisdiction; any federal, state, or local law, statute, ordinance, regulation, rule, or executive order; or any obligation or duty at law or in equity. Notwithstanding the foregoing, the Consent Decree may be used by the Parties in any proceeding in this Court to enforce or implement the Consent Decree or any orders or judgments of this Court entered into in connection herewith.

3.6 Failure To Obtain Final Approval Of Consent Decree. In the event this Consent Decree does not become final or effective in its current form (for whatever reason), this entire Consent Decree shall become null and void and of no force or effect. The Parties further agree that the claims in the Litigation shall be reinstated if C.H. Robinson lawfully exercises its option to void the Consent Decree pursuant to Section 12 below.

IV. JURISDICTION

For the duration of the Consent Decree, this Court shall retain jurisdiction over this Consent Decree solely for the purpose of entering all orders and judgments authorized hereunder that may be necessary to implement and enforce the relief provided herein.

V. EFFECT AND DURATION OF THE CONSENT DECREE

5.1 Effect of Consent Decree. Upon the Effective Date, the Consent Decree shall constitute an order of the Court and all of its provisions will become enforceable by the Parties in the manner set forth in this Consent Decree. The Parties agree that,

pursuant to Sections 5.2 and 6.2 of this Consent Decree, they shall not appeal from the Consent Decree or the Court's Order.

5.2 Joint Request For A Court Order. The Parties agree that they will seek entry of an Order in the form attached hereto and fully incorporated herein as Exhibit A, which dismisses the Class Claims, as well as all individual claims by the Named Plaintiffs against C.H. Robinson with prejudice, without payment of attorneys' fees or costs to any Party except as expressly provided herein.

5.3 Expiration Date. This Consent Decree shall expire and shall be without any force or effect two (2) years from the Effective Date, unless extended by agreement of the Parties.

VI. SCOPE OF THE CONSENT DECREE

6.1 Scope Of The Consent Decree. Except as provided in Section 15.3 below, this Consent Decree resolves all Class Claims, as well as all individual non-class claims of the Named Plaintiffs included in the Release and Indemnification Agreement (All Named Plaintiffs) ("Named Plaintiffs' Release") attached as Exhibit B.

6.2 On-Going Best Efforts To Ensure The Effectuation Of The Settlement. The Parties agree to make and undertake their best efforts on an on-going basis to effectuate, as well as to seek entry of this Consent Decree, or if applicable, to defend, this Consent Decree from any legal challenge by appeal, collateral attack, objection, or otherwise.

VII. DEFINITIONS

The following terms, when used in this Consent Decree, shall have the following meanings as set forth below. All terms defined in the singular shall have the same meaning when used in the plural, and all terms defined in the plural shall have the same meaning when used in the singular.

7.1 “Best Efforts” means taking steps in good faith and reasonably designed to achieve compliance with specified objectives to which the best efforts are directed.

7.2 “C.H. Robinson” means C.H. Robinson Worldwide, Inc. including its officers, directors, subsidiaries, affiliates, predecessors, and successors.

7.3 “Claimant” means any Class Member who submits a claim through the claims process as set forth in Sections 11 and 14 of the Consent Decree.

7.4 “Claim Form” means the form (as set forth and fully incorporated herein at Exhibit C) on which a written description of a Claimant’s Eligible Claims is submitted by a Claimant to Class Counsel and/or the Settlement Administrator.

7.5 “Class” means the Compensation and Promotions Classes certified by the Court on March 31, 2005, and further defined as follows:

7.5.1 Compensation Class. All females employed on a full-time salaried basis at any domestic C.H. Robinson branch office at any time since August 17, 2000 through April 10, 2006, who have been or may be subjected to C.H. Robinson’s challenged compensation policies and practices; and

7.5.2 Promotions Class. All females employed at any domestic C.H. Robinson branch office at any time since August 17, 2000 through April 10, 2006, who have more than two years' experience in a sales and/or operations position and who have been or may be subjected to C.H. Robinson's challenged promotions policies and practices.

7.6 "Class Counsel" means the law firm of Sprenger & Lang, PLLC.

7.7 "Class Member" means any individual member of the Compensation Class and/or the Promotions Class.

7.8 "Counsel of Record" means all counsel of record for the Parties and who are signatories to this Consent Decree.

7.9 "Court" means the United States District Court for the District of Minnesota, and the Judge thereof having been assigned to preside over the Litigation, or proceedings relevant to the Litigation.

7.10 "Day" means a calendar day, unless otherwise noted to be a business day (i.e., Monday through Friday, exclusive of any Federal or State holiday).

7.11 "Depository Bank" means the financial institution selected by Class Counsel and/or the Settlement Administrators to invest the settlement funds.

7.12 "Distribution Formula" means the formula approved by the Court for the allocation of monetary awards to Eligible Claimants.

7.13 "Effective Date" means the date when all of the following have occurred: (1) the Court has finally approved, signed and entered this Consent Decree; (2) the Court has entered an Order and Judgment dismissing the Litigation with prejudice, with

continuing jurisdiction limited to enforcing this Consent Decree; and (3) the time for appeal has either run without an appeal being filed or any appeal (including any requests for rehearing *en banc*, petitions for *certiorari* or appellate review) has been finally resolved.

7.14 “Eligible Claimant” and/or “Eligible Class Member” means any Class Member who timely and properly submits to Class Counsel and/or the Settlement Administrator a Claim Form and is entitled to a monetary award from the Class Claims Portions of the Settlement Fund under the terms of a Distribution Formula approved by the Court. “Eligible Claimant” and/or “Eligible Class Member” specifically excludes any Class Member who previously executed a valid and enforceable release of her Eligible Claims, unless such release specifically provides for recovery under this Consent Decree.

7.15 “Eligible Claim(s)” means any claim of sex discrimination with respect to compensation, or promotion to a branch manager position, that arose at any time between August 17, 2000 and April 10, 2006.

7.16 “Federal Law” means any law enacted by the United States Congress, and codified in the U.S. Code.

7.17 “Gender Based Claim of Discrimination” or “Gender Based Discrimination” means any claim of unlawful discrimination and/or harassment/hostile work environment brought by employees or ex-employees of C.H. Robinson against the Company, its officers, directors, agents, supervisors, or employees on the basis of sex or gender.

7.18 “Ineligible Claimant” means any Class Member who submits a Claim Form to Class Counsel and/or the Settlement Administrator and who, for any reason, fails to qualify for a monetary award from the Class Claims Portions of the Settlement Fund.

7.19 The “Litigation” means all proceedings relating to or arising from *Carlson, et al. v. C.H. Robinson Worldwide, Inc.*, Civ. No. 02-3780, other than claims brought under the Fair Labor Standards Act.

7.20 “Named Plaintiffs” means the individual plaintiffs who brought suit, including Gwen D. Carlson, Carol Flannigan, Amy Hossenlopp, Debra Kinniry, Sandy Nelson, Cathy Perky, Tricia Porter, Andrea Prout, LeeAnn Puckett, Angela Roberts (n/k/a Angela Roberts-Jackson), Jennifer Smyrl, Jessica Vetter (n/k/a Jessica Tober), Stacey Hottois, and Marti Justet.

7.21 “Notice” means the notice (attached hereto as Exhibit D) of the proposed class settlement that is sent to Class Members pursuant to order of the Court.

7.22 “Office Of The General Counsel” means C.H. Robinson’s Office of General Counsel located at 8100 Mitchell Road, Eden Prairie, MN 55344.

7.23 “Parties” means the Named Plaintiffs and C.H. Robinson.

7.24 “Preliminary Approval” means the entry of the Court’s Order granting preliminary approval of this Consent Decree, which reflects that the Court concludes that the terms of this Consent Decree appear sufficiently fair, reasonable and adequate to the Class as a whole to warrant notice to the Class, an opportunity for Class Members to object or opt out, and a fairness hearing to consider final approval of the Consent Decree.

7.25 “Service” means delivery of notice and/or papers, and shall be defined as service as specified in the Federal Rules of Civil Procedure.

7.26 “Settlement” means the settlement terms embodied in this Consent Decree.

7.27 “Settlement Administrators” means any person appointed by the Court to serve as a Trustee and Administrator of the Settlement Fund.

7.28 “Settlement Claims Service” means any person or entity engaged by the Settlement Fund to make distributions to Eligible Claimants and to perform related administrative functions including, but not limited to, calculating tax withholdings, filing tax reporting forms, distributing income reporting forms, and preparing tax returns on behalf of the Settlement Fund.

7.29 “Settlement Monitor” means any person or entity engaged by the Settlement Fund to act as an ombudsman between Class Members and Class Counsel, and to independently monitor C.H. Robinson’s implementation of and compliance with Section IX of the Consent Decree.

7.30 “State” means the State of Minnesota.

7.31 “State Law” means any law enacted by the State of Minnesota.

VIII. RECOGNITION OF RETAINED MANAGERIAL DISCRETION

8.1 Overall Management Discretion Over The Workplace And Workforce.

Subject to the terms of this Consent Decree, C.H. Robinson shall at all times retain managerial discretion, *inter alia*, to select, hire, assign, transfer, train, promote, compensate, discipline, or terminate any of its employees, including but not limited to any Class Member, in accordance with applicable law.

8.2 Management Discretion Over Compensation And Promotion Decisions. Subject to the terms of this Consent Decree, C.H. Robinson shall at all times retain the unilateral right to make any and all compensation and promotion decisions affecting its employees, including but not limited to a Class Member, in accordance with applicable law.

8.3 Managerial Discretion As To Employee Discipline. Subject to the terms of this Consent Decree, C.H. Robinson shall at all times retain the unilateral right to take disciplinary action against any employee, including but not limited to any Class Member, up to and including termination of employment, in accordance with applicable law.

8.4 Individual Personnel Decisions Not Required. Subject to the terms of this Consent Decree, C.H. Robinson shall at all times retain the unilateral right to make any personnel decision relative to any employee, including but not limited to any Class Member, such as displacement, transfer, or bumping any employee from his or her position.

8.5 No Quotas Are Established Or Implied By The Consent Decree. Nothing in this Consent Decree shall require that a quota or certain number of employees be hired or promoted in any position or job classification at C.H. Robinson, as such decisions shall remain solely within the managerial discretion of C.H. Robinson and in accordance with applicable law.

8.6 Managerial Discretion Over Human Resource Functions. Subject to the terms of this Consent Decree, C.H. Robinson shall at all times retain the unilateral right to modify its existing human resource functions, terms and conditions of employment,

programs, procedures, practices, or policies or otherwise adopting any new human resource functions, terms and conditions of employment, programs, procedures, practices, or policies as C.H. Robinson may deem appropriate in accordance with applicable law.

8.7 The Consent Decree Does Not Require C.H. Robinson To Violate Any Law. Nothing in this Consent Decree shall require C.H. Robinson to violate any applicable law, ordinance, or regulation.

IX. AGREED UPON PROGRAMMATIC RELIEF

9.1 No Automatic Injunction. While C.H. Robinson agrees to abide by the terms and conditions of this Consent Decree in addition to all applicable federal and state employment laws, including Title VII of the Civil Rights Act of 1964, the Civil Rights Act of 1991, and the Equal Pay Act, that are related in any way to the Company's pay and promotion decisions, this Consent Decree shall not operate in any way as an automatic injunction.

9.2 EEO Program: Statement of Non-Discrimination. Not later than 30 days from the Effective Date of this Consent Decree, C.H. Robinson shall adopt, and publish on the Company's intranet the following "Policy Against Sex Discrimination" as a part of the Company's overall EEO Policies:

C.H. Robinson is committed to enforcing its policies: that prohibit gender discrimination; that prohibit retaliation against individuals who report such infractions; of timely and appropriately responding to known violations; of disciplining violators of these as appropriate in accordance with legal requirements; and to monitor employee compliance with these policies.

Nothing in this Section 9 shall limit C.H. Robinson from adopting and/or modifying other policies prohibiting unlawful discrimination that it deems appropriate.

9.3 Appointment of EEO Director and EEO Specialists. Within 30 days of the Effective Date of this Consent Decree, C.H. Robinson shall appoint an EEO Director and two (2) EEO Specialists within its Human Resources Department to be responsible for providing support to a specific branch or group of branches of the Company for purposes of implementing the terms of this Consent Decree, interpreting and applying the Company's anti-discrimination and harassment policies, receipt and investigation of reports of potential discrimination or harassment complaints, and corrective action as may be necessary as to any substantiated reports of discrimination or harassment.

9.3.1 The EEO Director and C.H. Robinson's Human Resources Department shall be responsible for monitoring and enforcing C.H. Robinson's policy prohibiting Gender Based Discrimination and/or retaliation in its workplace. A protocol for responding to any complaint of Gender Based Discrimination or retaliation by any employee shall be maintained and consistently utilized. This protocol shall include a requirement that the complaining party be apprised of the commencement, progress and conclusion of the investigation as well as the results and corrective action taken where appropriate.

9.3.2 The EEO Director shall support and report to the Vice President of Human Resources and shall support the overall effectiveness of the Human Resources Department. The Parties expressly agree that the individual who fills the position of EEO Director shall not be deemed to be a beneficiary under this Consent Decree. Nothing in this Section 9 shall create any right or obligation in contract or equity with respect to the

EEO Director, nor shall it expand on or diminish any pre-existing statutory right or obligation. The EEO Director shall:

- (a) have comparable responsibility and authority as other Human Resource Managers;
- (b) enjoy full support from the Company's senior management, including being provided with the resources necessary to develop, implement, and monitor policies that promote equal employment opportunities for all employees;
- (c) be responsible for the Company's compliance with the record-keeping obligations imposed by this Consent Decree,
- (d) possess the qualifications necessary to perform the job of EEO Director, which include having significant human resources experience on a corporate-wide basis for C.H. Robinson or a company with a substantial workforce, a commitment to equal employment opportunity, and adequate knowledge of applicable federal and state EEO laws.

9.3.3 The EEO Specialists shall follow the protocol for responding to any complaint of Gender Based Discrimination or retaliation of any employee. EEO Specialists shall advise any complaining party of the commencement, progress and conclusion of the investigation as well as the results and corrective action taken, if any, and where appropriate.

9.3.4 The EEO Specialists shall monitor for compliance with the terms of the Consent Decree and the Company's personnel policies.

9.3.5 The EEO Specialists shall have a college degree and human resource work experience, and shall report to the EEO Director with respect to the duties under this Consent Decree.

9.4 Annual Survey.

9.4.1 Each year during the term of this Consent Decree, C.H. Robinson shall conduct an annual employee survey (the "Annual Survey") to identify and address employee needs and issues.

9.4.2 This Annual Survey shall be broad-based and shall address employee attitude and satisfaction, and compliance with the Company's EEO policies and procedures. The Annual Survey shall include instructions on how to report activities that violate C.H. Robinson's EEO policies, including policies prohibiting gender discrimination and/or retaliation.

9.4.3 The Annual Survey administered by the Company pursuant to this Consent Decree shall be developed by C.H. Robinson or a vendor selected by C.H. Robinson. C.H. Robinson shall maintain complete discretion over the substantive format and queries posed in the Annual Survey subject only to the agreed parameters addressed herein.

9.4.4 The first Annual Survey shall be initiated no later than six (6) months after the Effective Date of this Consent Decree and shall be completed within three (3) months thereafter. Any Annual Survey conducted thereafter shall be initiated no later than twelve (12) months after the date of initiation of the previous Annual Survey and completion shall occur within three (3) months of initiation.

9.4.5 All employees shall be provided an opportunity to participate in the Annual Survey. Results of the Annual Survey shall be compiled and a report generated.

Feedback on the overall company-wide results of the Annual Survey shall be communicated to all employees.

9.5 Job Classification System. C.H. Robinson will facilitate the Company's job classification system through implementation of PeopleSoft as its Human Resources Information System ("HRIS"). Functionality of the HRIS shall include the integration of consistent job classifications, including: "Management," "Sales," "Operations," and "Support." C.H. Robinson will endeavor to use its best efforts to achieve consistency in job titles for branch salaried positions. The HRIS shall be utilized by C.H. Robinson so that an infrastructure is established for future career and development planning of its employees.

9.6 Performance Evaluations.

9.6.1 During the term of this Consent Decree, C.H. Robinson shall endeavor to implement documented annual performance evaluations for all salaried employees.

9.6.2 Each employee's supervisor will evaluate the employee's performance based on each employee's job accountabilities and objectives. The performance evaluation process shall also provide each employee with feedback and, as appropriate, guidance for improving his or her job performance. The performance evaluation is intended to fairly measure employee performance and, among other things, it will be provided to the employee to review, keep a copy and sign to indicate review and receipt but not necessarily agreement.

9.6.3 C.H. Robinson shall inform employees in advance of the standards and basis for which the Performance Evaluation will be conducted.

9.6.4 During the term of the Consent Decree, C.H. Robinson shall utilize a numerical or letter rating associated with the performance evaluation. C.H. Robinson will develop and implement descriptions applicable to each such alpha/numeric evaluation rating.

9.6.5 C.H. Robinson shall implement a branch manager scorecard process for the annual review of managers. The scorecard process shall include, but not be limited to, performance objectives and metrics evaluating each manager in the following areas: general effectiveness in leadership of Company employees; the ability to motivate Company employees; the development of Company employees; compliance with the Company's corporate compliance program; and completion of performance reviews of team members. C.H. Robinson Vice Presidents or the manager's direct supervisor shall be responsible for conducting the annual performance review of branch managers.

9.6.6 C.H. Robinson shall utilize an incentive compensation system for eligible branch employees that is tied to the performance and profitability of the employee and their branch or business unit.

9.6.7 C.H. Robinson will monitor the extent to which Performance Evaluation forms are completed with respect to the evaluation of each of its employees. C.H. Robinson shall retain an electronic or written copy of each employee's completed Performance Evaluation for the term of the Consent Decree.

9.6.8 In addition to those employed less than six months at the time of the Performance Evaluation closeout, C.H. Robinson shall retain the right to identify other narrow categories of employees who shall be exempt from the Performance Evaluation requirement because the circumstances of such individuals' employment during the evaluation year significantly diminishes the value of conducting the evaluation. By way of example, one such exempted category may be those employees who have been on leave of absence at least six (6) months during the assessment year.

9.6.9 Failure of any C.H. Robinson manager/supervisor to complete Performance Evaluation(s) of all his or her employees who are not exempted from the Performance Evaluation process, including completion of the Performance Evaluation form(s), shall be a factor considered in the assessment of that manager/supervisor's performance.

9.6.10 C.H. Robinson shall retain unilateral discretion over all material aspects of the performance review process.

9.7 Compensation.

9.7.1 C.H. Robinson shall be free to continue to use its "pay for performance" compensation system during the term of this Consent Decree.

9.7.2 The base salary range for job classification of Branch Sales employee, Branch Operations employee, and Branch Support employee will be determined by the Human Resources Department in collaboration with business line executives based on those job classifications and the relevant labor market. Branch Managers shall continue to have discretion to set base salaries within those base salary

ranges set by the Human Resources Department based on relevant job experience and other relevant factors.

9.7.3 The EEO Director shall conduct an annual review of the total compensation paid to Branch Sales and Branch Operations employees. If the EEO Director finds that there are significant compensation disparities among male and female employees, he or she will notify C.H. Robinson's Compensation Team and respective business line leaders and seek an explanation from the appropriate Branch Manager. The EEO Director shall have the discretion and authority to propose a remedy for any such disparity to the Branch Manager for his or her consideration.

9.8 Advancement.

9.8.1 C.H. Robinson shall implement an annual performance management process to assist all employees, including female employees, in establishing career path goals. The annual performance management process shall include a component in which employees discuss career aspirations and opportunities within the Company. Further, the process shall require preparation of an individual development plan with respect to each employee.

9.8.2 The Company shall discontinue use of various tests and tools designed by Carroll Stein, Ph.D. ("the Stein test"). Managers shall be advised not to administer the "Stein" or "Flexibility/Adaptability" tests or inventories.

9.8.3 C.H. Robinson shall post all openings for branch managers at new branches. Each posting shall be for a minimum of 7 to 10 days and shall include the title and a general description of the duties and qualifications required. C.H. Robinson will

endeavor to include in each posting the following EEO statement: "C.H. Robinson is an equal opportunity employer and does not unlawfully discriminate against qualified applicants." C.H. Robinson shall maintain a copy of all such postings.

9.8.4 C.H. Robinson will continue to act affirmatively to develop and promote women pursuant to goals and objectives set forth in its Affirmative Action Plan and this Consent Decree.

9.8.5 C.H. Robinson shall utilize its HRIS system to monitor its promotion decisions.

9.8.6 The EEO Director shall endeavor to monitor the Company's promotion decisions with respect to branch management positions by utilizing, among other things, C.H. Robinson's HRIS system. C.H. Robinson will endeavor to retain the names of known branch manager applicants who seek a promotion (including the successful applicant) and, if applicable, each applicant's previous positions, salaries, and office locations dating back to October 2005. All of the above information shall be available to the EEO Director upon request.

9.9 Training.

9.9.1 C.H. Robinson shall train all EEO Specialists, Branch Managers, and Operational Vice Presidents with respect to best human resource practices in interviewing, selection of job candidates, performance and evaluation of feedback, and general employment issues. The training shall be conducted on an annual basis with the first training session to be conducted within six (6) months after the Effective Date of this Consent Decree.

9.9.2 C.H. Robinson shall train all new hires on company policies and practices, including applicable federal laws prohibiting discrimination and sexual harassment, within sixty (60) days of hire.

9.9.3 C.H. Robinson shall implement an on-line training program. This on-line training program shall be designed for:

- all new hires on avoiding Gender Based Discrimination in the workplace;
- all managers on avoiding Gender Based Discrimination in the workplace where “managers” means those individuals who are responsible for conducting written performance and compensation evaluations; and
- complying with EEO obligations.

9.9.4 C.H. Robinson shall provide investigations training which shall be required for EEO Specialists.

9.9.5 A record of all training activities undertaken by C.H. Robinson pursuant to this Consent Decree shall be maintained and shall include: a listing of all managers and supervisors who have received the training, identification of the date the individual manager/supervisor was placed in the management/supervisory position, the date of participation in the training, and a listing of all training activities held pursuant to the terms of the Consent Decree.

9.10 Programs For Female Sales And Operations Employees.

9.10.1 Not later than six (6) months after the Effective Date of the Consent Decree, C.H. Robinson shall implement a women’s peer networking circle in which it

endeavors to have at least ten (10) women, assessed to be interested in management within the next two years, participate in a focused development experience for one year.

9.10.2 The Company shall implement a voluntary mentoring program for female sales and operations employees with the goal of developing more female employees for management positions. C.H. Robinson shall utilize its Best Efforts to identify female mentors to fill this role on a voluntary basis, and the Company shall provide reasonable support for the program.

9.11 Distribution And Posting Of Employment Policies.

9.11.1 C.H. Robinson shall maintain employment policies prohibiting Gender Based Discrimination in the workplace. C.H. Robinson shall share copies of its employment policies with Class Counsel within thirty (30) days of the Effective Date of this Consent Decree. C.H. Robinson will consider constructive revisions to these policies provided by Class Counsel provided Class Counsel tenders any proposed revisions to C.H. Robinson's employment policies within thirty (30) days of receipt thereafter.

9.11.2 Within thirty (30) days of the Effective Date, C.H. Robinson shall post and make accessible all of its compliance policies on the Company intranet.

9.11.3 C.H. Robinson shall publish its EEO and other employment policies on its intranet, and all employees shall have ready access to the Company's intranet during regular business hours. Upon the hire of all new employees, C.H. Robinson shall provide each new hire sufficient time during orientation to review all EEO and other employment policies that are posted on the Company's intranet.

9.11.4 Without incurring a fee, employees are permitted to print any and all employment policies that are solely published on the Company's intranet.

9.11.5 At least once annually, C.H. Robinson shall re-publicize to all employees the content of its Non-Discrimination policy, any other EEO policies that the Company wishes to highlight, and the location where an employee can obtain or review the complete content of all employment policies.

9.11.6 C.H. Robinson shall comply with all federal and state laws concerning posting of relevant legal notices and EEO posters.

9.11.7 C.H. Robinson will endeavor to seek electronic signatures from its employees who are required or requested to acknowledge their receipt of an EEO or other employment policy. Employees shall be permitted to print a copy of any electronic signature or policy from the Company's intranet.

9.12 Discipline And Computer Monitoring.

9.12.1 C.H. Robinson shall utilize software to monitor and block access to inappropriate web sites and to block inappropriate material from entering the Company's e-mail system.

9.12.2 C.H. Robinson shall insure that all known violations of its compliance policies with respect to computer use and internet access will be identified and addressed by the appropriate manager and reviewed by the Company's Compliance Committee, which is chaired by the Company's General Counsel. The Compliance Committee shall recommend appropriate discipline standards, up to and including termination, for violations of the Company's compliance policies.

9.13 Office Environment Enhancement And Entertainment Guidelines.

C.H. Robinson shall adopt client entertainment guidelines which will prohibit client entertainment at inappropriate venues (e.g., “strip clubs”), as well as reimbursement of expenses incurred at such inappropriate venues within sixty (60) days after the Effective Date of the Consent Decree. Specifically, C.H. Robinson shall expressly prohibit employees from conducting company-related business in sexually oriented establishments, including lingerie bars, strip clubs, and the like, and shall expressly prohibit sexually provocative entertainment at any Company function or on Company premises at any time.

9.14 Hiring. C.H. Robinson shall continue its efforts to recruit females for sales and operations positions. C.H. Robinson shall identify means to recruit qualified and interested female applicants for salaried sales and operations positions and to stimulate an interest among such women for employment with C.H. Robinson. C.H. Robinson shall use such means as are reasonable to achieve these purposes.

9.15 Internal Grievance Procedure. C.H. Robinson shall maintain an internal grievance procedure. This procedure shall be shared with all employees via the Company’s intranet and shall:

- (a) Require employees to report EEO violations;
- (b) Provide reasonably convenient and confidential mechanisms for reporting such violations;
- (c) Require every C.H. Robinson manager and supervisor who receives a report of Gender Based Discrimination to notify Human Resources Legal, or one of the two designated EEO Specialists;

- (d) Designate multiple channels for employees to submit their report of violations of the policies against Gender Based Discrimination, including:
- i. Employees can notify their supervisor regarding a specific concern or the substance of a grievance;
 - ii. Employees can send an e-mail to an internal anonymous reporting mailbox to submit a complaint and/or grievance. The anonymous e-mailbox shall be published on the Company's intranet;
 - iii. Employees can access a special "800" telephone number to report a complaint and/or grievance; this "800" telephone number will be publicized on the Company's intranet; the "800" line shall be available 24 hours per day and shall be staffed by live person from 8 a.m. to 5 p.m. Central Standard Time; at other hours, the "800" line shall record a caller's message(s). Where appropriate, C.H. Robinson will endeavor to investigate and promptly respond to any complaints of Gender Based Discrimination; or
 - iv. Employees can contact a member of the HR Department, one of the two EEO Specialists, the EEO Director or office of the General Counsel. The names and phone numbers of each person in the HR Department, each EEO Specialist, the EEO Director and the General Counsel shall be published on the Company's intranet.
- (e) strive not to impose any more burdensome requirements on employees who report violations of the policies against Gender Based Discrimination than are imposed upon employees who report violations of other Company policies;

- (f) Provide for appropriate remedial action consistent with applicable laws to address complaints of Gender Based Discrimination;
- (g) Provide for appropriate disciplinary action consistent with applicable laws for violations of the policies against Gender Based Discrimination;

9.16 Recordkeeping And Reporting.

9.16.1 For the term of the Consent Decree, C.H. Robinson will preserve its records relating to the implementation of programmatic relief in paper or electronic form. This provision, however, will not supersede any obligation under state or federal law, if applicable, to maintain such records for a longer period. Those reports shall be tendered to Class Counsel on the first business day of the twelfth (12th) and twenty-third (23rd) months after the Effective Date of the Consent Decree.

9.16.2 C.H. Robinson will report to Class Counsel on the implementation of programmatic relief as described in paragraph 9.16.1. The reports shall include the following information:

- (a) identification of the EEO Director and EEO Specialists;
- (b) a copy of the Annual Survey results, including the number of responses.
- (c) a report on the completion of Performance Evaluations;
- (d) a report of training activities undertaken by C.H. Robinson pursuant to this Consent Decree, including the subject, date and location of the training, a brief description of the training, and the names of the attendees;
- (e) a report on the status of the women's peer networking circle, including the number of women participating;
- (f) identification of the software utilized by C.H. Robinson to block employee access to inappropriate websites and to block inappropriate material from entering the Company's email system;

- (g) a promotions report which includes, for each opening for any branch management opportunity, identification of the successful candidates by name;
- (h) a copy of the client entertainment guidelines adopted by C.H. Robinson;
- (i) confirmation that C.H. Robinson's employment policies against Gender Based Discrimination are posted on the Company's intranet;
- (j) a report on employee use of the internal grievance procedure;
- (k) a report on the number "blocks" as identified by the software used to block inappropriate websites;
- (l) a report on the number of Gender Based Discrimination Claims processed through the internal grievance procedure and the results of each investigation of each such claim.

9.16.3 Class Counsel and/or the Class Monitor, within ten (10) days upon receipt and review of the above-described reports from C.H. Robinson, may provide feedback and/or recommendations to the EEO Director regarding matters encompassed within the reports. C.H. Robinson will consider the feedback from Class Counsel and the Class Monitor using good faith efforts.

All information, reports, and documents produced pursuant to this Consent Decree shall be kept confidential and not disclosed in any manner or form to anyone other than the Parties in the Litigation, unless compelled by law.

X. PRELIMINARY FAIRNESS HEARING

At the Preliminary Fairness Hearing, the Parties agree to conduct themselves consistent with the: (1) Joint Motion For Preliminary Approval of the Consent Decree and Directing Issuance Of Notice To Class Members; and (2) Administrative Order No. 1.

XI. NOTICE, OBJECTIONS, AND OPT-OUTS

11.1 Class Counsel and/or the Settlement Administrators shall mail the Notice attached as Exhibit D, and Class Members shall have the right to object to the settlement, opt-out of the monetary relief provisions of the settlement and submit claims, as provided for within this Section.

11.1.1 By no later than ten (10) days following preliminary approval, C.H. Robinson shall provide the Class Lists in mailing label or electronic format to Class Counsel and/or the Settlement Administrators. The Class Lists shall contain the names and last known addresses of each female employed by C.H. Robinson who falls within the definition of either the Compensation and/or Promotion Classes. The data used to compile the Class Lists may come from C.H. Robinson's personnel and/or payroll database(s).

11.1.2 By no later than ten (10) days following receipt of Class Lists from C.H. Robinson, Class Counsel and/or the Settlement Administrators will mail the Notice attached as Exhibit D and Claim Form attached as Exhibit C to Class Members.

11.1.3 The Notice, approved by the Court, will include information and instructions relating to:

- i. The deadline for and instructions on how a Class Member may submit an objection and/or opt-out of the monetary relief provisions of the settlement; and
- ii. The deadline for and instructions on how a Class Member may submit a completed Claim Form to Class Counsel and/or the Settlement Administrators.

11.2 Any Class Member may request exclusion from the Class for purposes of monetary relief only. Any Class Member who wishes to opt-out of the Consent Decree for purposes of participation in the monetary portion of the settlement must submit a written and signed statement to the Settlement Administrators at the address identified in the Notice attached as Exhibit D. Opt-out statements must be post-marked and mailed to the Settlement Administrators by the date specified in the Notice.

11.3 No Class Member may opt out of the programmatic relief provisions in Section IX of this Consent Decree.

11.4 At least ten (10) days prior to the Fairness Hearing, Class Counsel and/or the Settlement Administrators shall file all objections and/or opt-outs received from Class Members with the Court.

11.5 Class Members who have timely and properly requested exclusion from the Class may not participate at the Fairness Hearing.

11.6 Class Members who have not requested exclusion and who wish to object to this Consent Decree or any part of it may be heard at the Fairness Hearing only if they:

- (a) file with this Court and serve on Counsel of Record a written statement of their objections;
- (b) where such statement is received by the Court and Counsel of Record at least ten (10) days prior to the date set for the Fairness Hearing;
- (c) where such statement indicates whether they intend to appear at the Fairness Hearing; and,
- (d) contemporaneously notify the Court and Counsel of Record of their intention to appear at the Fairness Hearing.

11.7 Class Members may appear at the Fairness Hearing either in person or by counsel. Failure to perform any of these requirements shall be deemed a waiver of any objections. The Parties may, but need not, respond in writing to objections by filing a response with the Court.

XII. EXCESSIVE NUMBER OF OPT-OUTS

C.H. Robinson shall have the unilateral right to revoke the Consent Decree prior to the Effective Date in the event that five percent (5%) or more of Class Members opt-out of the monetary provisions of the Consent Decree. Additionally, in the event C.H. Robinson exercises its unilateral right to revoke the Consent Decree pursuant to this Section of the Decree, all monies in the Settlement Fund and income earned thereon shall be immediately returned to the entity that funds the Settlement Fund.

XIII. ENFORCEMENT PROCEDURE

13.1 **Resolution Of Parties' Disputes.** In the event that Class Counsel, the Settlement Monitor, or any Party to this Consent Decree believes that a Party has failed to comply with any material provision of this Consent Decree, they shall first attempt to resolve their differences by good faith negotiations. To that end, they shall notify the other party in writing *via* e-mail and first class mail of the particulars of the dispute, the term or terms of the Consent Decree that are involved, and a suggested resolution of the problem. The recipient of the written communication must respond in writing to the sender within ten (10) business days with an explanation of its response and/or its proposed solution. If such correspondence does not resolve the dispute between the

Parties, then the Parties shall meet on at least one (1) occasion within the next ten (10) business days and attempt to resolve the dispute in good faith.

13.2 Court Intervention. After complying with Section 13.1 above, if the Parties are unable to resolve their dispute, then the Parties may seek Court intervention. The moving papers shall explain the facts and circumstances that allegedly necessitate immediate action by the Court. If any such matter is brought before the Court requesting immediate Court action, the opposing party shall be provided with appropriate actual notice, and an opportunity to be heard in opposition to the motion, pursuant to the Local Rules of the Court and the Federal Rules of Civil Procedure. The Court in its discretion may set such procedures for emergency consideration as are appropriate to the particular facts and circumstances, but no such matter may be conducted on an *ex parte* basis.

13.3 No Third-Party Rights For Non-Parties. Nothing in this Consent Decree shall be deemed to create any rights on the part of Non-Parties to enforce this Consent Decree. The right to seek enforcement of this Consent Decree is vested exclusively in the Parties, except that any Class Member may enforce C.H. Robinson's obligations under Section IX through Class Counsel or the Class Monitor. In the event that a Non-Party challenges this Consent Decree or brings a lawsuit or files an administrative charge with a governmental agency, such as the U.S. Equal Employment Opportunity Commission or a similar state or local agency, against C.H. Robinson for liability resulting from any actions required by this Consent Decree, Class Counsel agrees that it will send a letter to and/or file a motion with the agency with which the charge was filed and/or judge assigned to the lawsuit which was filed, stating that Class Counsel believe the Consent

Decree is valid, that the Consent Decree should be given full force and effect, that any actions taken by C.H. Robinson as required by the Consent Decree are in compliance with all applicable laws, and that C.H. Robinson should be absolved from liability for any actions required by this Consent Decree. Class Counsel will provide a copy of its letter and/or motion to C.H. Robinson at the time of its mailing to and/or filing with the applicable court or governmental agency.

XIV. MONETARY RELIEF

14.1 Settlement Fund. No later than 14 days after Preliminary Approval of this Consent Decree, C.H. Robinson shall cause to be paid by wire transfer to the Depository Bank (pursuant to transfer instructions to be provided by Class Counsel within seven days after Preliminary Approval of the Consent Decree) the sum of Fifteen Million Dollars (\$15,000,000.00). The monies so transferred, together with interest subsequently earned thereon, shall constitute the Settlement Fund. The \$15 million Settlement Fund shall constitute all the funds or monies to be paid by C.H. Robinson in connection with and in consideration for: (1) the resolution of the Class Claims and Individually Named Plaintiffs' Claims; (2) this Consent Decree (and incorporated and referenced Exhibits); and (3) the dismissal of Counts I, II and IV of the Second Amended Complaint filed in the Litigation. This sum is inclusive of payment for: (1) all awards to and on behalf of the Class Members and Named Plaintiffs; (2) attorneys' fees and expenses of the Classes and Named Plaintiffs; (3) all costs of notice and settlement administration; (4) all taxes imposed on the Settlement Fund subsequent to the date of its creation by C.H. Robinson's transfer to the Depository Bank and all expenses related to those taxes; and (5) all taxes

required to be withheld and paid over to the appropriate taxing authorities with respect to payments made by the Fund. Nothing in the foregoing sentence, however, shall release C.H. Robinson from expenses required to fulfill its obligations to provide Programmatic Relief as stated in Section IX of this Decree. In the event the Consent Decree is not approved by the Court, in the event the Consent Decree is revoked by C.H. Robinson pursuant to Section XII of the Consent Decree, or in the event the settlement set forth is terminated or fails to become effective in accordance with its terms (or, if following approval by this court, such approval is reversed or modified), all monies in the Settlement Fund and income earned thereon shall be immediately returned to the entity that funds the Settlement Fund. Under no circumstances shall there be any distribution of funds from the Settlement Fund until after the Effective Date of the Consent Decree.

14.2 Creation and Administration of Settlement Fund.

14.2.1 Creation.

- (a) The Settlement Fund shall be an irrevocable trust under Minnesota law and a Qualified Settlement Fund under Section 468B of the Internal Revenue Code and shall be administered by the Settlement Administrators under the Court's supervision in accordance with Administrative Order No. 1. Subject to the Court's approval of Class Counsel's fee application, the Settlement Fund will consist of four portions: two Class Claims Portions (one for the compensation class in the amount of \$6,154,483.00 plus interest and earnings, and another for the promotion class in the amount of \$1,172,283.00 plus interest and earnings); the Named Plaintiff Non-Class Claims Portion (in the amount of \$681,018.00 plus interest and earnings); and, the Legal & Administrative Expense Portion (in the amount of \$6,992,216.00 plus interest and earnings). Tax reserves and an appeal fund may be created out of the Class Claims Portions and set aside before distributing awards to Eligible Claimants.

- (b) From the Class Claims Portion and any income earned thereon, after the Effective Date, Eligible Claimants may receive distributions pursuant to the claims process described below.
- (c) From the Named Plaintiff Non-Class Claims Portion, after the Effective Date, the Named Plaintiffs shall receive the following distributions and any income earned thereon:
 - (i) One Hundred Fifty-Five Thousand One Hundred Fifty-Eight Dollars and Eighteen Cents (\$155,158.18) shall be distributed to Gwen Carlson to resolve any and all claims, including but not limited to the Gender Based Claims of Discrimination, arising out of the severance of her employment with C.H. Robinson.
 - (ii) One Hundred Thirty-Eight Thousand Nine Hundred and Forty-Five Dollars and Sixty-Six Cents (\$138,945.66) shall be distributed to Amy Hossenlopp to resolve any and all claims, including but not limited to the Gender Based Claims of Discrimination arising out of the severance of her employment with C.H. Robinson.
 - (iii) Two Hundred Twenty-Four Thousand Nine Hundred Fourteen Dollars and Twenty Cents (\$224,914.20) shall be distributed to Tricia Porter to resolve any and all claims, including but not limited to the Gender Based Claims of Discrimination arising out of the severance of her employment with C.H. Robinson.
 - (iv) Seventy-Five Thousand Dollars (\$75,000.00) each shall be distributed to LeAnn Puckett and Jennifer Smyrl to resolve their claims, including but not limited to the Gender Based Claims of Discrimination raised in the Litigation and their sexual harassment claims that survived summary judgment.
 - (v) One Thousand Dollars (\$1,000.00) each shall be distributed to Gwen D. Carlson, Carol Flannigan, Amy Hossenlopp, Debra Kinniry, Sandy Nelson, Cathy Perky, Tricia Porter, Andrea Prout, LeAnn Puckett, Angela Roberts (n/k/a Angela Roberts-Jackson), Jennifer Smyrl, and Jessica Vetter (n/k/a Jessica Tober) to resolve their respective appellate rights arising out of the District Court's dismissal of one or more of their Gender Based Claims of Discrimination.
- (d) Subject to the Court's approval of Class Counsel's fee application, from the Legal & Administrative Expense Portion, after the Effective Date, Class Counsel shall be paid an attorneys' fee award of Five Million Three

Hundred Twenty-Five Thousand Dollars (\$5,325,000.00) and reimbursed One Million Six Hundred Two Thousand Two Hundred Sixteen Dollars (\$1,602,216.00) advanced for litigation expenses. In addition, Sixty Five Thousand Dollars (\$65,000) shall be set aside for the Settlement Administrators to pay fees, costs and expenses to the Settlement Monitor and/or Settlement Claims Service.

14.2.2 Trustees and Administrators. The oversight of the Settlement Fund shall be the responsibility of the Trustees who shall be appointed in accordance with Administrative Order No. 1 attached as Exhibit E and who shall also serve as Settlement Administrators. These Trustees and Administrators are collectively referred to herein as the "Settlement Administrators."

14.2.3 Settlement Administrators' Administrative Responsibilities. In administering the Settlement Fund, the Settlement Administrators shall be bound by the terms of Administrative Order No. 1, as that order may in the future be supplemented or amended by the Court to administer and carry out the purposes of the Consent Decree, provided that no such supplementation or amendment shall alter the terms of this Consent Decree or any of its Exhibits.

14.3 Claims Filing Procedures and Awards for Settlement of Claims of Class Members. All Class Members who are located using best practicable notice will be eligible to receive a payment from the Class Claims Portions of the Settlement Fund as provided in this Consent Decree and its Exhibits. Any Class Member who obtained a final judicial determination concerning claims which would otherwise be covered by this Consent Decree is not eligible to receive an award from the Class Claims Portions.

14.3.1 In order to receive an award from the Class Claims Portions, a Class Member must submit a Claim Form postmarked or hand delivered by a date to be established by the Court. Claim Forms postmarked after that date shall not be eligible, unless the Court determines that the reason for a late submission constitutes excusable neglect.

14.3.2 Following the deadline for submission of Claim Forms and following review of all such received Claim Forms, Class Counsel and/or the Settlement Administrators will verify the validity of each Claim Form submitted and certify those who are Eligible Claimants. Verification may include, among other things, checking the relevant information on computerized databases maintained by the Settlement Administrators and Claimant's tax returns.

14.3.3 Upon completion of review and verification of all Claim Forms, Class Counsel will propose to the Court a point allocation formula, a distribution of the Class Claims Portions of Settlement Fund based on application of that point allocation formula to the responses on each Eligible Claimant's Claim Form, and acceptance of any excusably late Claim Forms.

14.3.4 Within ten (10) days of the Court's Order approving a point allocation formula for the distribution of the Class Claims Portions of Settlement Fund, and acceptance of any excusably late Claim Forms, Class Counsel and/or the Settlement Administrators will mail:

- (a) to Eligible Claimants
 - i. Notices of Awards and Rights to Appeal,

- ii. Release and Indemnification Agreements, and
- iii. Certificates of Residency.

(b) to Ineligible Claimants

- i. Notices of Ineligibility and Rights to Appeal.

14.3.5 Class Counsel and/or the Settlement Administrators and the Settlement Claims Service will issue distribution checks to Eligible Claimants from whom executed Releases and completed Certificates of Residency are received, withholding and reporting applicable and necessary taxes. These distribution checks will be issued in rolling groups. That is, Class Counsel and the Settlement Claims Service need not wait for receipt of all Releases from all Eligible Claimants in order to begin issuing distribution checks. Instead, after the Effective Date of the Consent Decree upon receipt of a number of Releases and Certificates of Residency, Class Counsel and the Settlement Claims Service may begin issuing distribution checks on a rolling basis and continue such distribution until such time as all Eligible Claimants are paid or the time period for returning executed Releases expires. Distribution checks shall only be issued to Eligible Claimants after the Effective Date of the Consent Decree.

14.3.6 All claims of Eligible Claimants shall be deemed null and void if executed Releases are not received and distribution checks are not claimed for any reason within one (1) year after issuance of such awards and such funds shall become part of the reserves that shall be distributed in accordance with Administrative Order No. 1.

14.3.7 All monetary awards shall be subject to the review and approval of the Court before disbursement.

14.3.8 All Class Members receiving awards will be required to keep the amount of the awards confidential from everyone except Class Counsel, the Settlement Administrators, or any attorney, tax or financial adviser representing them or their spouse, life partner, or members of their immediate family.

14.4 Distribution Formula.

14.4.1 Class Counsel and/or the Settlement Administrators shall propose a point allocation formula to the Court for its approval. The Court will determine this Distribution Formula based on the record in the Litigation, recommendations of Class Counsel and/or the Settlement Administrators and any submissions received from Class Members. The Court will not conduct a hearing on the Distribution Formula. Class Members shall have input into the Court's consideration of the Distribution Formula through written submissions to Class Counsel and/or the Settlement Administrators as provided for in the Notice attached as Exhibit D.

14.4.2 The Distribution Formula shall be applied uniformly after approval and may be amended only by Court Order. The total points awarded to all Claimants will be aggregated, and each Claimant's proportionate share of the total points will be determined. The Claimants shall then be allocated a commensurate proportion of the Class Claims Portion(s). Subject to Court approval, a Claimant may be required to obtain a minimum number of points to qualify for a monetary award.

14.5 Tax Treatment.

14.5.1 Qualified Tax Status and Tax Responsibilities. The Settlement Fund shall be a Qualified Settlement Fund within the meaning of Section 468B of the

Internal Revenue Code of 1986, as amended (the "Code") and any Treasury Regulations promulgated thereunder, and shall be administered by the Administrators under the Court's supervision in accordance with Administrative Order No. 1. The Parties shall cooperate to ensure such treatment and shall not take a position in any filing or before any tax authority inconsistent with such treatment.

14.5.2 Payment of Federal, State and Local Taxes by the Settlement Fund. The Settlement Fund shall (1) pay to the appropriate taxing authorities any applicable federal, state and local taxes that may be imposed on the Settlement Fund (including employer FICA taxes under Subtitle C of the Internal Revenue Code); and shall (2) withhold and pay over to the appropriate taxing authorities any applicable federal, state, and local taxes (including employee FICA taxes under Subtitle C of the Internal Revenue Code) required to be withheld and paid over pursuant to this Decree, Administrative Order No. 1, or any applicable law. The Settlement Administrators shall arrange for the preparation and filing of all tax reports and tax returns required to be filed by the Settlement Fund and for the payment from the Settlement Fund of any taxes owed by the Settlement Fund and/or required to be withheld and/or deducted from distributions to Class Members and Named Plaintiffs. The Settlement Administrators also shall arrange for the preparation, filing and issuance of any required IRS Forms 1099, W-2 or other tax related forms (including forms required by any state and local tax authorities) related to payments made to Class Members and Named Plaintiffs from the Settlement Fund.

14.5.3 Indemnification by Class Members and Named Plaintiffs. For purposes of this indemnification, each Class Member and Named Plaintiff who receives a payment from the Settlement Fund shall be fully and ultimately responsible for payment of any and all federal, state or local taxes (excluding the employer share of employment taxes and unemployment taxes and excluding amounts properly withheld from the payment) resulting from or attributable to the payment received by such Class Member or Named Plaintiff. Each Class Member and Named Plaintiff shall indemnify and hold harmless C.H. Robinson, Counsel for C.H. Robinson, Class Counsel, the Depository Bank and the Settlement Administrators from any tax liability, including penalties and interest and costs of any proceedings, related in any way to any acts or omissions on the part of the Class Member or Named Plaintiff. In all cases in which the tax liability that arises is not attributable to any acts or omissions on the part of a Class Member or Named Plaintiff, the Class Member or Named Plaintiff shall indemnify and hold harmless C.H. Robinson, Counsel for C.H. Robinson, Class Counsel, the Depository Bank and the Settlement Administrators from any tax liability, but not penalties and interest, or the costs of any proceedings related to such tax liability.

14.5.4 C.H. Robinson Has No Obligation, Liability or Responsibility. C.H. Robinson shall have no withholding, reporting or any other tax reporting or payment responsibilities with regard to the Settlement Fund or its distribution to Class Members and Named Plaintiffs. Moreover, C.H. Robinson shall have no liability, obligation, or responsibility for the administration of the Settlement Fund, the determination of any formulas for disbursement, or the disbursement of any monies from the Settlement Fund

except for (1) its obligation to pay the settlement amount no later than 14 days after Preliminary Approval of this Decree; (2) its agreement to cooperate in providing information which is necessary for settlement administration set forth herein.

14.6 Remaining Monies In Settlement Fund. After all payments are made to the Eligible Claimants from the two Class Claims Portions of the Settlement Fund and to Named Plaintiffs from the Named Plaintiff Non-Class Claims Portion of the Settlement Fund, which in all instances shall be after the Effective Date of the Consent Decree, any monies remaining in the Settlement Fund due to uncashed checks and interest earned on the Settlement Fund and any monies remaining in any funds set aside for taxes or appeals shall be held in the Settlement Fund for two years after the last distribution. Expenses related to the creation, operation, and closure of the Settlement Fund, shall be paid out of the Settlement Fund. Within a reasonable period of time after the expiration of the two-year period, the Settlement Administrators shall transfer all remaining monies in the Settlement Fund to a 501(c)(3) organization whose primary mission is to advance employment rights. In designating the 501(c)(3) organization, Settlement Administrators shall receive and consider input from C.H. Robinson.

14.7 Class Counsel Shall Not Solicit Representation of Excluded Class Members. Consistent with the applicable rules of professional responsibility, Class Counsel shall not affirmatively solicit representation of any Class Member who requests exclusion from the Class in accordance with the Consent Decree; nor will Class Counsel solicit representation in any capacity of any person or entity in any employment dispute adverse to C.H. Robinson for the period of time covered by the Consent Decree or at any

time with respect to any conduct, acts or omissions that are alleged to have occurred, or that occurred during the period covered by the Consent Decree which are based on such conduct, acts or omissions revealed by, or contained in the information furnished Class Counsel during the term of the Consent Decree. Nothing herein shall in anyway prohibit Class Counsel from representing Class Members who have pending claims identified in Exhibit F attached hereto.

XV. RELEASE OF CLAIMS

15.1 General Release. In consideration of receiving any monetary award pursuant to this Consent Decree, all Named Plaintiffs shall execute a Release in the form attached as Exhibit B. In consideration of receiving a monetary award from the Class Claims Portions of the Settlement Fund, all Eligible Claimants shall execute a Release in the form attached as Exhibit G.

15.2 Covenants Not To Sue. Except as set forth in Section 15.3 below, upon the Effective Date, the Named Plaintiffs shall be subject to a covenant not to sue with respect to any and all allegations and causes of action of employment discrimination, sexual harassment, and/or retaliation arising prior to the Effective Date that were made or that could have been made by any Named Plaintiff.

15.3 Excluded Pending Claims. The Parties agree that nothing contained within the Consent Decree affects in any way the individual claims pending in the ninety-eight (98) matters identified in Exhibit F attached hereto, or the pending Fair Labor Standards Act collective action before this Court.

XVI. ATTORNEYS' FEES AND COSTS

16.1 Attorneys' Fees And Costs. Class Counsel shall submit a fee application to the Court sufficiently in advance of the Fairness Hearing so that the issue may be addressed at the Fairness Hearing and C.H. Robinson may file any responsive or other pleadings as it deems appropriate. Class Counsel's fee application shall be submitted no later than the date on which the Parties fully agree as to the form of the Consent Decree. The Court shall determine the attorneys' fees, as well as costs and expenses of the Litigation, to be paid to Class Counsel out of the Settlement Fund at the time of final approval of this Consent Decree. Such fees, costs and expenses shall include time to be spent in the future defending the Consent Decree, enforcing the Consent Decree, conferring with Class Members, reviewing the reports of C.H. Robinson, conferring with C.H. Robinson's counsel, or any other legal work to be performed by Class Counsel related to monitoring, administration, and/or implementation of this Consent Decree.

16.2 Release Of Any Claims For Attorneys' Fees And Costs. C.H. Robinson shall have no obligation under this Consent Decree to pay any money for attorneys' fees and costs to Class Counsel, except as expressly set forth in this Consent Decree. Except as otherwise provided herein, C.H. Robinson shall not be liable for any of the Named Plaintiffs' costs or attorneys' fees, statutory or otherwise, incurred in the Litigation or during the term of the Consent Decree.

16.3 Costs Of Employment Practices. The costs and expenses for administering the employment practices in Section 9 of the Consent Decree shall be paid exclusively by C.H. Robinson.

XVII. CONSTRUCTION

17.1 Governing Law. This Settlement Order shall be construed and interpreted in accordance with and governed by the laws of the State of Minnesota.

17.2 Severability. Subject to and independent from Section 3.6 herein, if any clause, sentence, paragraph, or part of this Consent Decree or the application of it to any person or circumstances, is, for any reason, judged by the Court to be totally or partially unenforceable or contrary to law or if the enactment or amendment of any federal or state statute, order, ordinance, regulation renders any provision of this Consent Decree totally or partially unenforceable or contrary to law, such ruling, judgment, enactment, or amendment shall not effect, impair, or invalidate the remainder of this Consent Decree, except as otherwise provided herein.

17.3 Joint Document Of The Parties. The terms of this Consent Decree are the product of joint negotiation and are not to be construed as having been authored by one Party or another.

17.4 Agreed Modifications. Should either Named Plaintiffs or C.H. Robinson determine that modifications, additions, or deletions to this Consent Decree are necessary, the counsel for the Parties shall meet in good faith and on reasonable notice to discuss any such changes. No modification, deletion, or addition to this Consent Decree shall be adopted unless it is agreed upon in writing, signed by the Parties, and so ordered by the Court.

17.5 Headings. The headings in this Consent Decree are for the convenience of the Parties only and shall not limit, expand, modify, amplify, or aid in the interpretation or construction of this Consent Decree.

17.6 Non-Waiver. The waiver in any one instance by any Party hereto of any term, condition, or covenant in this Consent Decree or of the breach of any term, condition, covenant, or representation herein shall not operate as or be deemed to be a waiver of the right to enforce any other term, condition, or representation, nor shall any failure by any Party at any time to enforce or require performance of any provision hereof operate as a waiver of or affect in any manner such Party's right at a later time to enforce or require performance of such provisions or of any other provision hereof.

17.7 Calculation Of Time. In computing any period of time prescribed or allowed by this Consent Decree, unless otherwise stated, such computation or calculation shall be made consistent with the Federal Rules of Civil Procedure.

17.8 Notice To The Parties. All notices and other communications required under this Consent Decree shall be in writing and delivered either personally or by depositing the same, postage prepaid, in the United States Mail, addressed to the party hereto to whom the same is directed at the following addresses:

To Plaintiffs:

Steven M. Sprenger
Sprenger & Lang, PLLC
1400 Eye Street N.W., Suite 500
Washington, DC 20005
(202) 265-8010
(202) 332-6652 facsimile

To C.H. Robinson:

Gerald L. Maatman, Jr., Esq.
Seyfarth Shaw, LLP
55 East Monroe Street, Suite 4200
Chicago, Illinois 60603
(312) 269-8965
(312) 269-8869 (facsimile)

With a copy to:

Linda Feuss, Esq.
General Counsel
C.H. Robinson Worldwide
8100 Mitchell Road
Eden Prairie, MN 55344
(952) 937-8500
(952) 937-7840 (facsimile)

17.9 Exclusive Agreement As To Settlement Terms. This Consent Decree and the Exhibits hereto constitute the full and exclusive agreement of the Parties with respect to the matters set forth herein, and supersedes all negotiations, representations, comments, contracts, term sheets, and writings prior to the Effective Date of this Consent Decree. No representations or inducements to compromise the Litigation have been made, other than those recited or referenced in this Consent Decree. No waiver and no amendment of any provision of this Consent Decree shall be effective, unless made in writing and signed by the Parties to be bound thereby.

17.10 The Parties or their counsel may from time to time change their addresses or representatives for purposes of this Section by providing written notice, return receipt requested, of such changes to the other Party.

17.11 Counterparts. This Consent Decree may be executed in one or more counterparts and each executed copy shall be deemed an original which shall be binding upon all Parties hereto.

XVIII. STATEMENTS TO THE MEDIA OR GENERAL PUBLIC

18.1 The Parties and their counsel have entered into this Consent Decree with the hope and expectation that C.H. Robinson will enjoy, for many years to come, a strong and mutually beneficial relationship with all its employees, including its female employees.

18.2 The Named Plaintiffs and Counsel of Record agree not to disparage each other, and further agree to refrain from publicly or in the media taking any action designed to harm the public perception of the Company. The Named Parties and Counsel of Record further agree that they shall mutually agree to a joint press release statement (attached as Exhibit H) and develop a mutually agreed upon Q & A Guidelines.

18.3 Class Counsel agrees that, within two (2) business days after the Court grants Preliminary Approval to the Consent Decree, it will modify any web site it controls that relates in any way to the Litigation to ensure consistency with the terms herein.

XIX. VOLUNTARY DISMISSAL WITH PREJUDICE

The Parties agree that, as of the Effective Date, Counts I (hostile work environment), II (pay and promotion) and IV (equal pay) of the Second Amended Complaint are voluntarily dismissed with prejudice.

SO ORDERED, ADJUDGED AND DECREED, this 18th day of

September, 2006.

Joan N. Ericksen
United States District Court Judge

Agreed to in form:

Agreed to in form:

FOR THE PLAINTIFFS:

FOR THE DEFENDANT:

GWEN D. CARLSON, ET AL.

C.H. ROBINSON WORLDWIDE, INC.

By: Steven M. Sprenger
Steven M. Sprenger
Sprenger & Lang, PLLC
1400 Eye Street N.W., Suite 500
Washington, DC 20005
(202) 265-8010

By: Gerald L. Maatman, Jr.
Gerald L. Maatman, Jr.
Seyfarth Shaw, LLP
55 East Monroe Street, Suite 4200
Chicago, Illinois 60603
(312) 269-8965

By: Mara R. Thompson
Mara R. Thompson
Sprenger & Lang, PLLC
310 Fourth Avenue South, Suite 600
Minneapolis, MN 55415
(612) 871-8910

By: Janet C. Evans
Janet C. Evans
Robins, Kaplan, Miller & Ciresi L.L.P.
2800 LaSalle Plaza
800 LaSalle Avenue
Minneapolis, MN 55402
(612) 349-8500

Dated: 8/16/06

By: Gwen D. Carlson
Gwen D. Carlson
Plaintiff

Dated: _____

By: _____
Carol Flannigan
Plaintiff

Dated: _____

By: _____
Amy Hossenlopp
Plaintiff

Dated: _____

By: _____
Debra Kinniry
Plaintiff

Dated: _____

By: _____
Sandy Nelson
Plaintiff

Dated: _____

By: _____
Cathy Perky
Plaintiff

Dated: _____

By: _____
Tricia Porter
Plaintiff

Dated: _____

By: _____
Andrea Prout
Plaintiff

Dated: _____

By: _____
LeeAnn Puckett
Plaintiff

Dated: _____

By: _____
Gwen D. Carlson
Plaintiff

Dated: August 10, 2006

By: Carol Flannigan
Carol Flannigan
Plaintiff

Dated: _____

By: _____
Amy Hossenlopp
Plaintiff

Dated: _____

By: _____
Debra Kinniry
Plaintiff

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Sandy Nelson
Plaintiff

Dated: _____

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Cathy Perky
Plaintiff

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By: _____
Tricia Porter
Plaintiff

Dated: _____

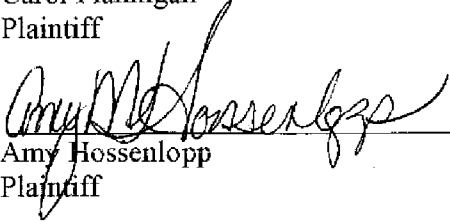
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Andrea Prout
Plaintiff

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LeeAnn Puckett
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Gwen D. Carlson
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Carol Flannigan
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Amy Hossenlopp
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Debra Kinniry
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Sandy Nelson
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Andrea Prout
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LeeAnn Puckett
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Gwen D. Carlson
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Carol Flannigan
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Amy Hossenlopp
Plaintiff

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Debra Kinniry
Plaintiff

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Sandy Nelson
Plaintiff

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Cathy Perky
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Tricia Porter
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Andrea Prout
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LeeAnn Puckett
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Gwen D. Carlson
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Carol Flannigan
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Amy Hossenlopp
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Debra Kinniry
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Dated: 8/11/06 By: *Sandy Nelson*
Sandy Nelson
Plaintiff

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Cathy Perky
Plaintiff

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Tricia Porter
Plaintiff

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Andrea Prout
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LeeAnn Puckett
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Gwen D. Carlson
Plaintiff

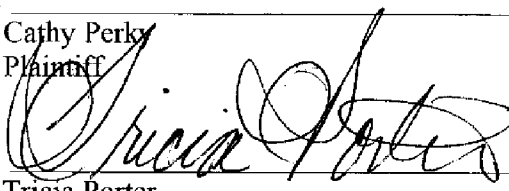
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Amy Hossenlopp
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Debra Kinniry
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Sandy Nelson
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Cathy Perky
Plaintiff

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Tricia Porter
Plaintiff

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Andrea Prout
Plaintiff

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LeeAnn Puckett
Plaintiff

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Gwen D. Carlson
Plaintiff

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Carol Flannigan
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Amy Hossenlopp
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Debra Kinniry
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Sandy Nelson
Plaintiff

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Cathy Perky
Plaintiff

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Tricia Porter
Plaintiff

Dated: 8/13/06 By: Andrea Prout
Andrea Prout
Plaintiff

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LeeAnn Puckett
Plaintiff

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Gwen D. Carlson
Plaintiff

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Carol Flannigan
Plaintiff

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Amy Hossenlopp
Plaintiff


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Debra Kinniry
Plaintiff

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Sandy Nelson
Plaintiff

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Cathy Perky
Plaintiff

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Tricia Porter
Plaintiff

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Andrea Prout
Plaintiff

Dated: _____ By: 
LeeAnn Puckett
Plaintiff

Dated: August 11, 2006 By: Angela Roberts
Angela Roberts
Plaintiff

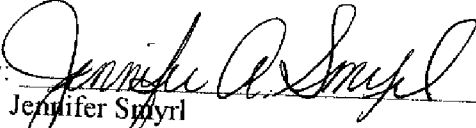
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Jennifer Smyrl
Plaintiff

Dated: _____ By: _____
Jessica Vetter Tober
Plaintiff

Dated: _____

By: _____
Angela Roberts
Plaintiff

Dated: 8/10/06

By: 
Jennifer Smyrl
Plaintiff

Dated: _____

By: _____
Jessica Vetter Tober
Plaintiff

Dated: _____

By: _____
Angela Roberts
Plaintiff

Dated: _____

By: _____
Jennifer Smyrl
Plaintiff

Dated: _____

By: Jessica Vetter-Tober
Jessica Vetter Tober
Plaintiff