

Discrimination in Employment Act (hereafter "ADEA") and the Equal Pay Act (hereafter "EPA").

2. The Commission has conducted an investigation of the allegations made in the Charge and issued a Letter of Determination (hereafter "LOD" or "finding") on May 1, 2000. This Consent Decree supercedes the LOD issued May 1, 2000 in its entirety. The LOD dated May 1, 2000 is hereby rescinded and a revised LOD is attached hereto as Exhibit 1. The Commission shall not in the future attempt to present as evidence, rely on in any manner, or otherwise refer to the May 1, 2000 LOD which has been supplanted by Exhibit 1.

3. The Company absolutely denies the truth of each of the allegations in the Complaint in Intervention and LOD. The Company absolutely denies that it has engaged in any conduct in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000e, *et seq.* (Title VII), the Age Discrimination in Employment Act ("ADEA"), the Equal Pay Act ("EPA") or any other similar state, local or federal statute. Rather, the Company is entering into this Consent Decree to avoid further expenses related to ongoing litigation.

4. On February 1, 2001, the EEOC filed its Complaint in Intervention (Intervenor's Complaint). The Intervenor's Complaint alleged that Eagle Global Logistics, f/k/a Eagle USA Airfreight, Inc. ("Eagle"), paid its female employees at wage rates which are less than the rates paid to its male employees performing substantially equal work, and otherwise discriminated against those female employees because of their sex; underpaid certain Black, Hispanic, and female employees relative to White male employees; discriminated against older female and older African-American employees and applicants for employment; unlawfully constrained promotional and transfer opportunities for Black, Hispanic, and female employees; failed to recruit and hire qualified Blacks, Hispanics and females; imposed disparate discipline on Black,

Hispanic and female employees, maintained a hostile work environment for Blacks, Hispanics and females; failed to adequately investigate incidents of sexual and gender harassment, failed to protect employees from sexual and gender harassment, and failed to discipline employees who engaged in unlawful sexual and gender harassment; destroyed relevant documents and failed to retain relevant documents during the pendency of the Commission's investigation of its employment practices; failed to file EEO-1 reports in 1993, 1994, and 1995; and failed to retain records related to selection procedures, as required by the Uniform Guidelines on Employee Selection Procedures.

5. On February 1, 2001, this case was transferred to the Southern District of Texas and assigned Case Number H-01-900.

6. **Intent of Parties:**

As a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this Complaint in Intervention should be finally resolved by entry of this Decree. The Parties have entered into this Decree to avoid unnecessarily protracted, expensive and disruptive litigation; to provide final and preclusive effect to the claims and issues that were raised pursuant to the Charge with respect to employment actions that occurred more than 300 days prior to the effective date hereof and to resolve and to provide similar final and preclusive effect to all allegations contained in the Intervenor's Complaint; and to provide an expedited procedure for providing compensation to qualified class claimants. The Parties agree that this Decree resolves all claims arising out of Commissioner's Charge No. 330-98-0567 and the Intervenor's Complaint filed in this action, and constitutes a complete resolution of all claims of employment discrimination under Title VII, the EPA and the ADEA that were made or could have been made by the Commission in this action. The Parties further agree that this Decree does not,

however, resolve any Charges that may be pending with EEOC other than the Charges specifically referred to in this paragraph or those that may be released by "Qualified Claimants" (as that term is defined herein) pursuant to this Decree. This Decree in no way affects the Commission's right to process and investigate timely pending and future charges against the Company in accordance with Commission procedures. This Decree in no way affects the rights of any individual who has a pending charge to commence a civil action on their own behalf against Eagle if that individual chooses to opt out of receiving compensation under this Decree. However, should any such individual with a pending charge elect to receive compensation under this Decree and execute a release, he or she would be barred from commencing any civil action and his or her pending charge would be dismissed and extinguished by such release and receipt of payment hereunder. The EEOC shall not commence any civil action alleging age, race, sex, national origin discrimination/harassment or retaliation based on any claims alleged in any charge pending as of the effective date of this Decree where the claim arose on or before December 31, 2000, and where the claim(s) alleged in the pending charge were encompassed in Charge No. 330-98-0567. This Decree will constitute the sole basis on which the Commission will seek either class or individual relief for Charge No. 330-98-0567 or for individual claims encompassed by that charge.

7. This Decree shall not constitute an adjudication and/or finding on the merits of the case. By entering into this Decree, the Company does not admit the allegations of the Complaint or that the Commission's decision with respect to the Charge was correct. The Company denies that any of its acts, omissions, programs or practices has at any time violated Title VII, the ADEA and the EPA. The Decree does not constitute evidence of any violation by the Company of Title VII, the ADEA and the EPA or any other law, regulation, or order. The Commission

shall not seek to use this Decree or the fact of its existence as evidence in any other matter involving the Company other than an action for enforcement of this Decree.

8. If one or more provisions of this Decree are rendered unlawful or unenforceable as a result of a legislative act, or a decision by a court of competent jurisdiction, the Parties shall endeavor to agree upon which amendments to this Decree, if any, are appropriate to effectuate the intent of the Parties. To the extent the remaining provisions of this Decree are not rendered unlawful, unenforceable, or incapable of performance as a result of such legislative act or court decision, such remaining provisions shall remain in full force and effect, and the Parties' responsibilities shall not abate as to any and all provisions that have not been rendered unlawful or unenforceable except to the extent the intent of the parties would be undermined. In the event the intent of the parties is undermined, all of the Parties' responsibilities under this Decree will be deemed vacated.

9. The provisions of this Decree are the product of negotiation between the Parties hereto.

10. This Consent Decree shall bind the EEOC as well as the Company, its successors, assigns, subsidiaries, affiliates and any corporation or other entity into which Eagle may merge or with which it might consolidate. The person(s) signing this Consent Decree on behalf of the Company certifies that they will provide a copy of the Decree and all exhibits thereto as well as any orders or judgments related to the underlying action in this cause to any successor, assign, subsidiary, affiliate and any corporation or other entity into which Eagle may merge or with which it might consolidate. The person(s) signing this Decree further certifies that the periodic progress reports will include disclosure of any information known to the Company regarding its purchase by a potential successor or a potential merger or consolidation, as soon as such

information is subject to disclosure pursuant to applicable securities laws and regulations. This Section is intended to assure that changes in ownership will not eliminate or reduce any obligations set forth in this Decree.

11. The Company agrees that it will continue to comply with Title VII, the ADEA and the EPA by not unlawfully discriminating against females, Hispanics and Blacks in any aspect of employment. The Company agrees that it will not retaliate against any person because that person is a beneficiary of this Decree, or has provided information or assistance, or participated in any other manner in any investigation or proceeding relating to the Charge and/or this Decree.

12. Nothing in this Decree shall be construed to limit *or* reduce the Company's obligation to fully comply with Title VII, the ADEA and the EPA.

13. ~~This Decree constitutes the complete and exclusive agreement between the parties with respect to the matters referred to herein. No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing. No representations or inducements to compromise this action have been made, other than those recited or referenced in this Decree (including the Exhibits attached hereto). Neither the EEOC nor the Company shall withhold its approval of proposed modifications or amendments that are reasonably calculated to expedite the administration of claims filed hereunder, unless such proposed modification or amendment unreasonably increases the financial or administrative burden on the Company.~~

14. **Effective Date and Duration of Decree.** Unless otherwise apparent from a provision's context, the Effective Date of the Decree shall be the date of the Court's entry of an Order approving the Decree or, upon final resolution of any objections or appeals contesting the Decree's entry, whichever is later (the "Effective Date"). Unless extended by the Court for good

cause, subject to provisions set forth within, the Decree shall continue in force and effect for a period of three (3) years from the Effective Date, after which time the Decree shall be void except that the expiration of the Decree will not diminish or otherwise affect the Company's obligations pursuant to and only as may be required by the express terms of the Decree: (a) to distribute backpay and other compensation set forth within; (b) to retain information as set forth in Paragraphs 69-71; and (c) to make the final report as set forth in Paragraph 72 of the Decree. Prior to its expiration, either party may move the Court for an extension of the obligations of that part of the Decree that such party contends not to have been complied with or completed, and the Decree shall remain in effect only as to such provisions until the Court rules on the motion or otherwise orders.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, record and stipulations of the Parties, it is ORDERED, ADJUDGED AND DECREED THAT:

15. This Court has jurisdiction over the subject matter of this action and over the parties for purposes of entering and enforcing this Decree.

~~16. The terms of this Decree are adequate, fair, reasonable, equitable and just.~~

17. This Decree conforms with the Federal Rules of Civil Procedure and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII, the EPA and the ADEA and will be in the best interests of the Parties, those for whom the EEOC seeks relief, and the public.

Term of Consent Decree

18. The duration of this Decree shall be three (3) years from the Effective Date as defined in Paragraph 14. During the duration, this Court shall retain jurisdiction over this matter

and the Parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate its purposes.

Monetary Relief

19. A. Eagle shall pay the gross sum of EIGHT MILLION FIVE HUNDRED THOUSAND DOLLARS (\$8,500,000) (“Class Fund”), and it shall also pay all class notification and claims administration expenses. The Class Fund will be distributed among all “Qualified Claimants” (as that term is defined herein), in accordance with the provisions of this Decree.

B. Eagle shall pay the gross sum of FIVE HUNDRED THOUSAND DOLLARS (\$500,000) (“Leadership Development Fund”) to establish a Leadership Development Program. The Leadership Development Program will have as its purpose to provide training, experience and mentoring to female, African-American and Hispanic employees which will prepare them for leadership positions with Eagle including supervisory and management positions. The Leadership Development Program is described in Exhibit 2 attached hereto.

20. A. Within thirty (30) days after this Decree has been approved by the District Court and entered in the record by the Clerk of the Court (hereinafter the “Entry Date”), Eagle shall establish and maintain a segregated account which shall immediately be funded by Eagle with the sum of TWO MILLION FIVE HUNDRED THOUSAND DOLLARS (\$2,500,000). This account will be known as the “Class Fund Account.” The date of the initial deposit of \$2,500,000 as described above will be known as the “Initial Deposit Date.” Thereafter, Eagle shall deposit a total of \$6,000,000 in three equal installments of \$2,000,000 each in the above-mentioned Class Fund Account. The three equal installments will be deposited by Eagle on a quarterly basis as set forth herein. The first quarterly payment will be paid by Eagle on or before the fifth day of the first month of the calendar quarter (*i.e.*, January 5th, April 5th, July 5th, October

5th) which occurs immediately after the Effective Date of this Decree. The remaining two quarterly payments will be made in succession in the next two quarters following the first quarterly payment. The Leadership Development Fund will be funded fully at the time of the first quarterly payment discussed above.

B. The Class Fund Account shall accrue interest, compounded daily, at a rate equal to the thirty (30) day Treasury Bill Rate (or the closest comparable rate thereto). The Class Fund Account shall accrue interest beginning thirty (30) days after the Initial Deposit Date, and the interest will be credited to the account at least once per month.

C. Nothing in this paragraph shall require Eagle to deposit monies into the Class Fund Account in the event this Decree is vacated, rejected, or otherwise modified by any court such that it no longer reflects the intent of the parties. In such event, Eagle is relieved of any obligation to deposit any monies into the Class Fund Account. Further, any monies (including interest earned) existing in the Class Fund Account at such time as any court vacates, rejects, or otherwise modifies this Decree such that it no longer reflects the intent of the parties, shall immediately revert back to the control and ownership of Eagle.

21. Eagle shall appoint a Payment Agent for the administration of payments from the Class Fund. No later than seven (7) days before such payments are to be made to Qualified Claimants, Eagle shall transfer to the Payment Agent for deposit into an account (“the Payment Account”) at a commercial bank the amount required to satisfy payments to Qualified Claimants. Such Payment Account shall accrue interest at the customary rate for such commercial bank beginning seven (7) days after transfer and continuing until all moneys have been paid out of that account. Only withdrawals authorized by this Decree may be made from the account. It is understood that the Payment Agent will withhold from gross amounts due to Qualified Claimants

all applicable tax withholdings. Expenses of the Payment Agent are to be paid by Eagle and are not chargeable to the Class Fund.

Claims Process and Distribution of Class Fund

22. **Qualified Claimants.** The Class Fund shall be used to make payments to African-Americans, Hispanics and women who timely submit Claim Forms and satisfy the eligibility criteria set forth herein (such persons are hereinafter referred to as “qualified claimants”). Based upon the claims administrator’s recommendations, the EEOC will make a preliminary determination as to which claimants qualify to receive monetary relief under this Consent Decree and the amount of monetary relief to be received by any Qualified Claimant under this Decree (the “EEOC Preliminary Determination). With regard to the promotions and adverse treatment class, the EEOC’s preliminary determination shall include “claimant tier” assignment as described in Paragraph 30. No persons other than Qualified Claimants or their representatives shall receive any payments from the Class Fund. The EEOC will forward its preliminary determinations to Eagle for Eagle’s consideration. In the event the EEOC and Eagle cannot reach agreement on the eligibility of any claimant (including “claimant tier” assignment) or the amount of monetary relief to be received by any Qualified Claimant, the final decision will be made by the Claims Monitor as described in Paragraph 23.

23. **Claims Monitor and Determination Process.** The EEOC and Eagle have jointly agreed to appoint Mr. Thomas A. Daffron as Claims Monitor. Mr. Daffron’s qualifications are attached as Exhibit 3. In the event Eagle and the EEOC cannot reach agreement on the eligibility of any claimant and/or the amount of monetary relief to be received by any Qualified Claimant, the final decision shall be made by the Claims Monitor whose decisions shall be binding. Once the EEOC determines which claimants it deems to qualify to receive monetary relief, it shall so

notify Eagle in writing of its EEOC Preliminary Determination as described in Paragraph 22. Eagle shall then have twenty-one (21) days to respond in writing to the EEOC regarding its agreement or objection to the EEOC's proposal regarding eligible claimants (including assignment of "claimant tier") and the EEOC's proposed amount of monetary relief for each such claimant. If Eagle objects to the eligibility of any claimant to receive compensation or EEOC's proposed "claimant tier" or amount (hereafter "a disputed claim"), EEOC and Eagle shall have twenty-one (21) days from the date of Eagle's objection to submit documentation to Mr. Daffron supporting their position with respect to any disputed claim. Mr. Daffron will issue his final decision (the "Claims Monitor Decision") to the EEOC and Eagle with an explanation in writing within forty-five (45) days of receiving documentation from the parties regarding any such disputed claim(s). Mr. Daffron will simultaneously provide the Claims Monitor Decision to the Claims Administrator. In no event will the award approved by the Claims Monitor be less than that proposed by both Eagle and the EEOC. With regard to claims where Eagle agrees with the EEOC's Preliminary Determination and does not object, those claims will automatically be deemed Claims Monitor Decisions and Eagle will notify the Claims Administrator and the EEOC in writing that there is no dispute to these claims.

24. **Notification.** For purposes of the claims determination or objection process as described in this Decree, notification to Eagle shall be made by the EEOC by mailing or faxing same to Eagle's counsel, Nancy L. Patterson, Littler Mendelson, 1301 McKinney, Suite 1900, Houston, Texas 77010 and notification to the EEOC shall be made by Eagle by mailing or faxing same to Katharine W. Kores, Regional Attorney, EEOC, Memphis District Office, 1407 Union Avenue, Suite 621, Memphis, Tennessee 38104.

25. Qualified Claimants shall be compensated if they belong to one or more of the following classes:

A. The Hiring Class which consists of four subclasses:

1.) qualified claimants who sought employment between December 1, 1995 and December 31, 1997 in Eagle's corporate headquarters (hereafter, "precharge corporate hiring class");

2.) qualified claimants who sought employment between December 1, 1995 and December 31, 1997 with Eagle for any position other than in the corporate headquarters (hereafter, "precharge national hiring class");

3.) qualified claimants who sought employment between January 1, 1998 and December 31, 1998 for any position at Eagle in the continental U.S. (hereafter, "1998 hiring class"); and

4.) qualified claimants who sought employment between January 1, 1999 and December 31, 2000 (hereafter, "1999-2000 hiring class").

B. The Disparate Pay Class ("second class") which is composed of current and/or former employees who at any time during the time period of January 1, 1995 through April 30, 2000, were also

1.) females who were paid less than males holding the same positions (hereafter, "comparators") and/or

2.) African-Americans and Hispanics who were paid less than Caucasians and/or Caucasian males holding the same positions (hereafter "comparators").

3.) In making its preliminary determination of whether or not a claimant in 1.) or 2.) above, has been paid less than a comparable non-class member, the Commission

shall place reliance on the investigation of the Commission and reference will be made to the considerations described in Paragraph 28. As more particularly set forth at Paragraph 28, the claimants who were employed in positions where disparate pay was alleged are considered presumptively eligible to receive compensation subject only to their execution of a release in the form attached as Exhibit 4 and a claim form attached as Exhibit 5.

C. **The Promotions Class** (also “third class”) which is composed of current and/or former female, African American and/or Hispanic employees who assert a credible claim to have sought but not obtained promotion at any time during the period of December 1, 1995 through December 31, 1998 into one or more positions designated herein.

D. **The Adverse Treatment Class** (also “discipline class” or “fourth class”) which is composed of current and/or former female, African-American and/or Hispanic employees who assert a credible claim that at any time during the period of December 1, 1995 through December 31, 2000 they were demoted or unfairly terminated for cause because of their gender, race, ethnicity or age and/or due to unlawful retaliation. This may also include Qualified Claimants in this class who assert credible claims based on the factors set forth in Paragraph 29 that they were denied a grant of stock options.

E. No compensation will be paid to any individuals who exclusively applied or were exclusively employed by Eagle in any of its terminals located in Puerto Rico, Canada, Mexico or any country other than the United States.

26. **Procedures to Determine Eligibility for the Hiring Class:**

A. The initial eligibility of a claimant to receive a share of the Class Fund shall be established by the claimant’s completing a claim form. (Exhibit 5) On the claim form, the claimant shall indicate each and every position for which s/he applied and the approximate

date(s) when s/he applied. A claimant will only be permitted to complete and submit one claim form.

B. A claimant shall be entitled to a share of the Class Fund if Eagle hired a non-class-member at the location where the claimant applied in a position for which the claimant applied and for which the claimant had experience comparable to the individual actually hired for the position at any time during the time period beginning two (2) months before the claimant applied and ending six (6) months after the claimant applied. For example, a claimant who applied for a position with Eagle on February 1, 1997, would be entitled to a share of the Class Fund if Eagle filled the position with a non-class-member of comparable experience between December 1, 1996, and August 1, 1997.

1.) Claimants whose applications have been provided to the Commission shall be deemed to have applied for all jobs of the type for which (s)he applied that were filled within two (2) months-before his or her claimed date of application and within six (6) months after his or her claimed date of application at the terminal where he or she applied.

2.) If the claimant states that (s)he applied for two or more positions and/or that his or her application was made on two or more occasions, (s)he is entitled to be considered for each position for which (s)he applied, and may be considered as an applicant on two or more occasions, solely dependent on his or her assertions in the claim form, provided that no claimant will be permitted to recover compensation for more than one lost employment opportunity. In the event that an applicant is determined qualified in two or more classes, he or she shall be compensated for the one position which provides him or her with the most compensation.

3.) The claimant does not need to specify a job title that is identical to the job title that was used by Eagle at the time and place at which the claimant applied. Rather, if Eagle hired a non-class-member -- at the terminal to which the claimant applied during the time period two (2) months prior through six (6) months after the time when the claimant applied, the claimant will be deemed to have been denied that job so long as the job (s)he claims to have sought is commonly known and referred to by the job title that (s)he states that (s)he sought. For example, if the claimant states (s)he applied for dock, freight, forklift, warehouse or any job associated with those, and Eagle hired a non-class-member for a dock worker, warehouse or associated position, this will be deemed to be a position for which the claimant qualifies. Similarly, anyone who states (s)he applied for a sales position will be deemed to have applied for an account executive position. Applicants for inside sales positions will be deemed to have applied for customer service representative positions and any other sales support positions.

4.) If a claimant applied to Eagle on only one occasion during the claims period and (s)he submitted an application, resume or candidate fact sheet (hereafter collectively referred to as "application") on that occasion-- and if that application was provided to the Commission by Eagle during the investigation, and it is inconsistent with the claim form as regards the job sought and/or the date of application -- the information provided on the application will be considered dispositive, unless the claimant asserts that (s)he was told by an Eagle representative to specify the job title that is listed on the application.

5.) In the case of a claimant who asserts that he or she applied for a Station Manager or Operations Manager position, several factors will be reviewed to determine eligibility and, if eligible, the amount of monetary award.

(a) Eagle will provide the EEOC and the Claims Administrator with a list of all Station Manager and Operations Manager positions which have been filled from December 1, 1995 through December 31, 2000. This list will show the individual hired for each position, the date of hire in the position, a brief description of the individual's relevant experience, and whether the individual was a new hire into the position or was promoted from within the Company and/or transferred from another Eagle location to fill the position in question. Claimants who assert that they applied for a management position which was filled by the promotion or transfer of an existing Eagle employee (an "Internal Hire Position") will not be deemed to be Qualified Claimants.

(b) With regard to claimants who applied for a position as Station Manager or Operations Manager (other than an Internal Hire Position), they will be deemed to be a Qualified Claimant if a non-class member filled a position at the station where the claimant applied or at a station within that region comparable to the station where the claimant applied, during the time period two (2) months prior through six (6) months after the time when the claimant applied for such a position, and where the claimant demonstrates comparable qualifications and experience to that of the non-class member hired. Further, where the claimant is being considered for eligibility based on a comparable position filled at a station other than the station where the claimant applied, the claimant must indicate on the Claim Form whether he or she would have been willing to relocate in order to accept a position with Eagle. Only where a claimant certifies that he or she would

have been willing to relocate will the claimant be deemed to be a Qualified Claimant under this paragraph.

C. The Claims Administrator may derive a claimant's identity from available documentation, such as applications, resumes, or candidate fact sheets provided by Eagle to the EEOC during the EEOC's investigation, from entries on monthly applicant flow logs, or from other reliable information and then send a claim form to the identified potential claimant. In his or her discretion, to facilitate the process, the Claims Administrator may propose answers to some or all of the claim form's questions by either oral or written communication with the claimant and/or his legal representative.

D. If the claimant contends that (s)he applied on two or more occasions, and if Eagle provided the Commission with an application, the claimant will be presumed to have applied for a job of the type listed on his or her application during the time period noted on the application as to one of his or her applications. His or her claim form, however, will conclusively establish the circumstances of all purported applications for which Eagle has not produced an application.

E. For the purpose of determining which job or jobs a claimant applied for, a claimant may be considered eligible for up to two different types of jobs, and his or her listing on the claim form of the one or two jobs for which he or she applied will be deemed to be dispositive as to which job or jobs were applied for. For claimants whose application(s) were provided to the Commission by Eagle during the investigation, copies of their respective applications, resumes, candidate fact sheets and any other documentation will be provided -- at Eagle's expense -- to these claimants before they submit a final claim form as an aid to their completion of the claim form.

F. To determine whether any applicants within the protected classes are eligible to file claims for compensation for not having been hired for one or more available positions, aside from reviewing submitted claims forms, the claims administrator shall review the produced applications and the Commission's resultant database and Eagle's resultant database, as well as the actual hiring undertaken by Eagle on a terminal-by-terminal basis. The Claims Administrator shall also review the monthly applicant flow logs produced by Eagle both during the investigation and thereafter in order to identify additional protected class members who may be eligible to file claims. All reasonable costs associated with this review, including -- but not limited to -- using address update services to locate these potentially eligible claimants, mailing costs and staff costs are deemed to be claims administration expenses.

G. In determining whether or not Eagle hired anyone in any of its terminals from December 1, 1995 through December 30, 2000, primary reliance shall be placed on the Source 550 Ceridian or any successor database. Eagle agrees that it has a duty to reasonably supplement this database to the extent necessary data is not contained therein. As regards data that has not been provided to the Commission, concerning any current or former employee listed in this database, Eagle shall provide -- at its own expense -- the missing data to supplement the database within twenty-one (21) days after written notification from the EEOC that such data is missing. At a minimum, to supplement missing records, Eagle shall review its personnel and payroll records as well as the affirmative action forms filed therein and/or elsewhere in order to fully document all hiring activity from December 1, 1995 through six (6) months after the most recent date of purported application set forth in the claims forms.

H. A claimant shall not be qualified if he or she is a sibling, a parent or a member of the nuclear family of any current or former member of Eagle's board, officer of Eagle and/or

Eagle manager unless the family member became a manager after the date of the individual's application.

I. **Distribution of compensation to the Hiring Class**

1.) If one or more qualified claimants applied for a job or jobs at a specific terminal and that job was filled -- within an eight (8) month period starting two (2) months prior to the date of the application and ending six (6) months after the application -- by a person who is not a member of one or more of the protected classes, then each qualified claimant will receive financial compensation as set forth below.

2.) If one or more qualified claimants applied for a job or jobs at a specific terminal and a person who is a member of one or more protected classes was hired for that particular job, each such instance of the hiring of a protected class member establishes that there was no missed hiring opportunity as to that particular hiring event and, thus, no compensation is owed to any claimant for that particular hiring event. If, though, there was one or more missed hiring opportunities for one or more protected class member claimants during the eight (8) month claims window, each qualified claimant would be entitled to compensation as set forth within.

3.) If only one qualified claimant submits a claim form concerning an available job, (s)he will receive a full share, which is calculated as follows: sixty percent (60%) of four (4) months wages, based upon the mean starting salary of Caucasian males for the position for which the claimant applied at the location where the claimant applied; however, applicants for account executive and management positions at Eagle's Houston Headquarters shall receive sixty percent (60%) of six (6) months wages, based upon the mean starting salary for the position for which the claimant applied. If there are two

qualified claimants for the same position, they will each receive one half of the full share, as calculated in the preceding sentence. If more than two qualified claimants submit claim forms concerning the same available job, they will each receive equally-divided portions of the full share to be calculated as set forth above.

27. All qualified claimants (other than the Hiring Class) will receive distributions from the portion of the Class Fund and accrued interest which remains after the payment of THREE MILLION DOLLARS (\$3,000,000) to the Hiring Class. If, however, the Hiring Class is fully satisfied for less than \$3,000,000, the balance shall go to compensate the remaining classes. Likewise, if \$3,000,000 is not sufficient to fully satisfy the Hiring Class, and there is a surplus after the other classes have been fully compensated, that surplus will be utilized to fully satisfy the Hiring Class.

28. **Presumptive eligibility for Disparate Pay claims**

A. **Equal Pay Act and Title VII claims for females**

To qualify for compensation for disparate pay, a claimant must be a female who meets the eligibility criteria and who was employed by Eagle -- during a period of time noted within -- in one or more of the covered job positions noted below. Moreover, to qualify for compensation (in positions other than account executive and operations agent), that female must have received wages that fell below the mean salary of the white male employees in that job position in comparable stations. (The term "comparable stations" for purposes of Paragraphs 28A and 28B shall mean comparable in terms of size, annual gross revenue and geographic location.) The covered job positions are dispatcher, driver, trainee, and customer service representative. Additional covered job positions are account executive and operations agent. In order for a female account executive to qualify for compensation, she must have had relevant job experience

comparable to White males, which will be determined by reviewing the relevant job experience of White males who were compensated (in terms of base salary) within a range of \$10,000 above and below the mean base salary for White males in that job position and/or must have been responsible for bringing portable business to Eagle comparable to that brought by White males in the same range in a comparable station. In order for an operations agent to qualify for compensation, that female must have had relevant job experience comparable to White males, which will be determined by reviewing the relevant job experience of White males who were compensated (in terms of base salary) within a range of \$3,000 above and below the mean base salary for White males in that job position. If a female claimant was employed in one of the covered job positions (other than account executive), but her salary was at or above the mean salary of the white male employees, she does not qualify for compensation in this class. If a female claimant was employed as an account executive and her base salary plus commissions paid were at or above the mean base salary plus commissions for White male account executives in her station (excluding Platinum or Golden Eagles), she does not qualify for compensation in this class. Disputes between the EEOC and Eagle arising under this Paragraph shall be submitted to the Claims Monitor for resolution pursuant to the procedure outlined in Paragraph 23.

B. Title VII claims for African-American and Hispanic males

To qualify for compensation for disparate pay, a claimant must be an African-American or Hispanic male who meets the eligibility criteria and who was employed by Eagle -- during a period of time noted within -- in one or more of the covered job positions noted below. The covered job positions are dispatcher, driver, manager operations, trainees, clerk and customer service representative. Moreover, to qualify for compensation, that person must have received wages that fell below the mean salary of the white male employees in that job position at a

comparable station. Additional covered job positions are account executive and operations agent. In order for an African-American or Hispanic male account executive to qualify for compensation, that African-American or Hispanic male must have had relevant job experience comparable to White males, which will be determined by reviewing the relevant job experience of White males who were compensated (in terms of base salary) within a range of \$10,000 above and below the mean base salary for White males in that job position and/or must have been responsible for bringing portable business to Eagle comparable to that brought by White males in the same range in a comparable station. In order for an operations agent to qualify for compensation, that African-American or Hispanic male must have had relevant job experience comparable to White males, which will be determined by reviewing the relevant job experience of White males who were compensated (in terms of base salary) within a range of \$3,000 above and below ~~the mean base salary for White males in that job position.~~ Disputes between the EEOC and Eagle arising under this paragraph shall be submitted to the Claims Monitor for resolution pursuant to the procedure outlined in Paragraph 23 herein. If a claimant was employed in one of the covered job positions (other than account executive) but his starting salary was at or above the mean salary of the White male employees, he does not qualify for compensation in this class. If an African-American or Hispanic male claimant was employed as an account executive and his base salary plus commissions paid were at or above the mean base salary plus commissions for White male account executives in his station (excluding Platinum or Golden Eagles), he does not qualify for compensation in this class.

C. In settlement of their respective disparate pay claims, all qualified class members who were employed for at least one (1) full year in a covered job position (other than account executive) for which disparate pay has been determined based on the criteria set forth in the

foregoing paragraphs shall receive the difference between the mean salary of their class and that of White males for the position (other than account executive) that the Qualified Claimants held for a period of one year. Those Qualified Claimants employed in any covered position (other than account executive) for less than one (1) full year shall receive the difference between the mean salary of their class and that of White males for the position pro-rated to the number of months the qualified class member actually held the position. In the case of any female, African-American male or Hispanic male employed as an account executive for at least one (1) full year and who has been determined based on the criteria set forth in the foregoing paragraphs to have received disparate pay shall receive the difference between the mean base salary plus commissions he or she received during that period and the mean base salary plus commissions for White males in the same station (excluding Platinum and Golden Eagles) for a period of one year. Those females, African-American males or Hispanic males employed as account executives for less than one full year shall receive the difference between the mean base salary plus commissions he or she received during that period and the mean base salary plus commissions for White males (excluding Platinum and Golden Eagles) in the same station pro-rated to the number of months the qualified class member actually held the position. The payments described in this paragraph shall be known as the disparate pay award.

- D. All qualified female class members shall receive a second payment, the Equal Pay premium, which shall be equal to the disparate pay award.

29. Eligibility Regarding Stock Options for Adverse Treatment Class

With regard to the Adverse Treatment Class, current or former employees of Eagle may present a claim that they were denied a grant of stock options because of their gender, race,

ethnicity or age. In order for the claim to be deemed a credible claim such that they are Qualified Claimants on such a claim, the claimant must (1) identify the job position he or she held at the time he or she claims to have been entitled to a grant of stock options, (2) identify the comparable White male in the same job position and at the same station as the claimant who the claimant claims was granted stock options, (3) identify the date on which the claimant alleges he or she would have been granted stock options, (4) identify the number of stock options the claimant contends he or she should have been granted, and (5) indicate the length of time the claimant continued to be employed with Eagle after he or she claims he or she should have been granted the options.

Only claimants who were still employed one (1) year after the date they alleged stock options should have been granted to them may recover under this paragraph, unless the claimant asserts a credible claim that he or she would have continued to be employed for one (1) year following that date but for discrimination by Eagle. In order to receive any award under this paragraph, it must be established that a majority of the White males in the job position held by the claimant also were granted stock options during the same quarter the claimant claims he or she would have been granted options. White males who were granted stock options as part of an employment offer package may not be used as a comparable White male by a potential claimant.

Except as set forth below, if a claimant qualifies as described above, the claimant shall be entitled to receive 20% of the value of the stock option grant made to the comparable White employee identified by the claimant which will be valued based on the difference between the average strike price for the year in which the claimant asserts a grant should have been made and the average exercise price for the year which is one year after the claimant claims the stock option grant should have been made.

This award will be in addition to any award the Qualified Claimant may be entitled to because of his/her Claimant Tier assignment.

30. The EEOC shall make the preliminary determination of the eligibility of claimants for relief under this Decree as set forth in Paragraph 22. In making such determinations, the Commission may consider whatever information it deems appropriate, including, but not limited to, the following: information received by the EEOC in its investigation of the Commissioner's charge of discrimination and certain individual charges of discrimination underlying this action; information received by the EEOC in connection with its investigation and litigation of this action; and information received by the EEOC in connection with the claims process from the Claims Administrator as provided for by this Decree.

31. **Claimant Tiers.** As regards the promotions class and the adverse treatment class, the Commission shall assign each individual whose Claim Form is timely received by the Claims Administrator and whom the Commission determines to be a Qualified Claimant to one of three "claimant tiers," defined by the Commission to reflect approximately the relative severity of the Qualified Claimants' claims. In assigning Qualified Claimants among these "claimant tiers," after determining that a claimant is qualified for compensation in the promotions and/or adverse treatment class(es), (hereafter, "mistreatment") the Commission will consider the following factors in determining whether a damage enhancement is warranted: **A.** harshness and severity of adverse treatment and/or failure to promote, **B.** duration of mistreatment, **C.** extent of harm, **D.** whether a Qualified Claimant in the promotions class was also discharged or demoted, **E.** whether a Qualified Claimant in the adverse treatment class was also denied promotion, **F.** whether the Qualified Claimant was constructively discharged, **G.** whether a Qualified Claimant maintains that (s)he was denied promotion and/or subjected to adverse treatment after having

complained that a discriminatory employment practice had occurred and/or after having participated in opposing an alleged discriminatory employment practice, **H.** whether [and, if so, the extent to which] the Qualified Claimant complained to EEOC and/or filed a charge of discrimination, **I.** whether the Qualified Claimant cooperated in the investigation of one or more of the referenced charges, [and, if so, the degree of cooperation]; and **J.** whether the Qualified Claimant participated in this litigation prior to the effective date.

32. Individuals who advise the Claims Administrator and/or the Commission in writing that they do not wish the EEOC to seek relief for them in this litigation shall not receive compensation hereunder. The Claim Form to be distributed by the Claims Administrator shall include three specific questions asking if individuals wish to be included in the settlement under this Decree. A claimant will be asked (a) whether he/she wishes as his/her exclusive remedy for discrimination to be considered for eligibility as a Qualified Claimant under this Decree; (b) whether he/she does not wish to be considered for eligibility as a Qualified Claimant under this Decree, and (c) whether he/she will instead pursue a claim on his or her own against Eagle.

33. The EEOC and Eagle shall determine the portion of the Class Fund that will be allocated to each of the “claimant tiers” provided for by Paragraph 31 for both the Promotion Class and the Adverse Treatment Class. The amounts allocated to each of the “claimant tiers” will vary both in gross amount and on a per capita basis. Within each “claimant tier,” except as regards claimants who have filed charges with the Commission, the amount of monetary relief to be received by each Qualified Claimant shall be equal and shall reflect the factors enumerated in Paragraph 31, above. This Decree contemplates that there will be differences in amounts individually received by Qualified Claimants assigned to each tier as compared to those in other tiers.

34. This Decree further contemplates that there will be a substantially greater difference in the amounts individually received by Qualified Claimants assigned to the lowest tier, with Qualified claimants in that lowest tier receiving much lower amounts. In assigning Qualified Claimants to that lowest tier, substantial weight shall be accorded to factors H. and I. in Paragraph 31, above.

35. In the event that any portion of the full Class Fund is not allocated to Qualified Claimants after all claims have been resolved, the balance of the fund shall be paid into the Leadership Development Fund described in Exhibit 2.

36. **Subclass Assignment Rules**

In determining eligibility and/or compensation as to claimants who are African-American females or Hispanic females, in that these claimants may either be associated with the class of females or the class of African-Americans or Hispanics, it shall be presumed that the claimant will be placed in the class that proves most advantageous for her as regards the determination whether or not she is eligible to participate as a Qualified Claimant. In the event that she would be deemed eligible as a class member in both the female class and the African-American or Hispanic class, it shall be presumed that she will be placed in the class which provides her with the most compensation. In the event that a claimant satisfies the qualification standards for two or more positions, but may only recover compensation for underpayment, failure to hire, failure to promote, or adverse discipline in one position, as, for example, a female in the disparate pay class who was underpaid as both a dispatcher and a driver during the covered period, or an African-American in the hiring class who applied at the same time but was not hired for either an operations agent or a dispatcher position, it shall be presumed that this

Qualified Claimant will be placed in the position which provides ~~him~~ or her with the most compensation.

37. **Notification of Settlement/Claims Process**

Within sixty (60) days after the Effective Date of this Consent Decree, the Claims Administrator shall mail a Notice of Settlement (in form of Exhibit 6 attached to this Decree) to all African-Americans, Hispanics and/or women who were employed by Eagle at any time between December 1, 1995 and the date of entry of this Decree. Eagle shall cooperate in the notification process, including, among other things, providing to the Claims Administrator last known addresses and telephone numbers of current and former African-American, Hispanic and/or female employees.

38. Within sixty (60) days after the Effective Date of this Decree, the Claims Administrator shall also mail a Notice of Settlement (in the form of Exhibit 6 attached to this Decree) to African-Americans, Hispanics and/or women who have been identified by the EEOC as potential claimants.

39. All persons who wish to participate in distribution of the Class Fund must complete and return a Claim Form (in the form of Exhibit 5 attached to this Decree) to the Claims Administrator so that it is actually received by the Claims Administrator by the close of business forty-five (45) days after the Notices of Settlement are mailed by the Claims Administrator.

40. As to certain classes of claimants including the Equal Pay class, to facilitate the consideration of the claim, portions of the Claim Form may be completed before mailing to the claimant for his or her review.

41. As a further means of notifying potential Qualified Claimants of the settlement of this lawsuit and of the claims process described in this Decree, within thirty (30) days after the Effective Date of this Decree, Eagle will arrange to have published in the editorial or such other appropriate section (not classified) section of *USA Today*, a Notice of Lawsuit Settlement in the form of Exhibit 7 attached to this Decree. This Notice shall run one day and the advertisement shall be no smaller than three (3) columns by six (6) inches. In addition, Eagle will arrange to have published in each newspaper on the list attached as Exhibit 8, the Notice of Settlement in the editorial or other appropriate section (not classified). This Notice shall run for a minimum of two (2) days. These advertisements shall be no smaller than two (2) columns by four (4) inches. The text will be prepared jointly by the Commission and Eagle.

42. Any person from whom the Claims Administrator has not actually received a completed claim form by the close of business forty-five (45) days after the notices of settlement are mailed shall not be entitled to receive any monetary relief under the Consent Decree, and shall be deemed, without further act or deed by any person or the Court, to be ineligible for and forever barred from receiving any payments under this Consent Decree.

43. **Determination of Eligibility and Computation of Claims.** Within seventy-five (75) days after the deadline for receipt by the Claims Administrator of returned Claim Forms, the Claims Administrator shall make its recommendations to the Commission as to: **A.** the eligibility of each claimant who has timely submitted a Claim Form to the Claims Administrator, and **B.** the “claimant tier” assignment of each Qualified Claimant in the Promotion Class and Adverse Treatment Class. The Claims Administrator shall also make at this time preliminary determinations as to the gross (pre-tax) amount of monetary relief from the Class Fund that will be awarded to Qualified Claimants in each tier. Such preliminary recommendations by the

Claims Administrator may be subject to change based on: (i) whether and the extent to which the Claims Administrator's determinations as to eligibility and tier placement are modified pursuant to the oversight process provided for in this Decree to assure decision making by the EEOC and Eagle; and/or (ii) the amount of additional interest that has accrued to the Class Fund between the date on which the EEOC and Eagle render their determinations pursuant to this paragraph and the date on which the Class Fund is actually distributed to Qualified Claimants.

44. **Conflicting Information.**

A. Except as noted below and in Paragraph 26(B)(4), in the event that information appearing on the claimant's Claim Form is different from the information appearing on any other documents in the Claims Administrator's possession, including, but not limited to applications, resumes, candidate fact sheets, monthly applicant flow logs and personnel records, the Claims Administrator will decide which form of documentation to rely upon. With regard to establishing the claimant's current name, address and telephone number the information on the Claim Form will control if it is timely provided by the claimant or his or her representative.

B. In the event that a Claim Form states that prior to February 2000, a claimant applied for "any" or "all" jobs, the claimant will be considered to have applied for all available positions unless his or her application submitted at the time of that application lists more specific job(s). In the event that more specific jobs have been designated by him/her on the application, he or she shall be deemed qualified only as to the general positions referenced in that application. Except for the above described circumstance, Claimants may not list on their Claim Forms that they applied for "any" or "all" available jobs, but must instead specify a particular job, jobs or class of jobs for which they applied.

C. In the event that a Claim Form indicates that the claimant applied for one or more specific job classifications but the application indicates that "any" or "all" classifications were sought, the claimant will be considered to have applied for the one or more specific job classifications listed on the Claim Form.

45. **Deceased or Incompetent Class Members.** In the event that a person who could have filed a claim has died at any point including but not limited to before submitting a Claim Form or dies before executing the Release of Claims form, or becomes legally incompetent or severely incapacitated before filing a Claim Form or executing a Release, such person, if otherwise eligible and qualified for relief pursuant to the Decree, or his or her estate shall still be eligible for class membership; provided that a timely Claim Form is submitted. If this particular claim is established, the estate (in the event of a deceased claimant) or an incompetent claimant's legal guardian, attorney ad litem, guardian ad litem, or agent named in a power of attorney ("Representative") shall be entitled to monetary relief on behalf of the decedent or incompetent pursuant to this Decree per the provisions of Paragraphs 25 through 44 above, upon furnishing an heirship affidavit or other certification of probate or estate proceedings transferring the decedent's entitlements under the claim to the Representative, and execution of a Release of Claims. The compensation to be paid on behalf of a deceased or incompetent claimant shall not be decreased by reason of the fact that his or her death or incompetence occurred at any point in time after his or her eligibility accrued for one or more of the classes of qualified claimants so long as the claimant's representative asserts that the claimant had not died or become incompetent at the time that eligibility would accrue (such as the date of application for the hiring class). In the event of death or incompetence, if the EEOC and Eagle so authorize, the Company may disburse a claimant's monetary award to his or her husband or wife, common law

spouse, other close relative, personal representative, statutory beneficiary or guardian (all hereinafter "Recipient") if the Recipient provides a signed Release and Agreement holding the Parties harmless in the form attached as Exhibit 9, and a declaration setting forth the fact of the spouse or familial relationship, and the reasons for dispensing with more formal procedures. The filing of a declaration justifies exempting the recipient from posting a bond or other security, furnishing an heirship affidavit or other certification of probate or estate proceedings.

If anyone provides a Declaration pursuant to 28 U.S.C. 1746 or sworn statement that he or she represents an incapacitated claimant, the representative may participate in the claims application process and, if the claimant is qualified, the resultant payment from the Class Fund, shall be distributed to the representative subject to the representative's sworn assertion (or Declaration) to use the award for the benefit of the class member if he or she survives or, if deceased, that the award shall be disbursed to the lawful heir(s), successor(s) and/or assignee(s). Neither the EEOC nor Eagle shall unreasonably withhold its approval of disbursements to a close relative and, if approval is withheld, it must be done for reason(s) provided in writing to the other party and to the close relative.

46. **Notification of Eligibility, Tier Assignment and Monetary Award.** As noted in the claims administration procedures, the Claims Administrator shall provide each claimant with a notification that his or her claim form has been received. Within thirty (30) days after the issuance of Claims Monitor Decision with respect to a disputed claim, or, where a claim is not disputed, within thirty (30) days of Eagle's written notice to the EEOC that it does not dispute a particular claim, the Claims Administrator shall mail to each person from whom it has received a Claim Form a letter containing the following information based on the Claims Monitor Decision: **A.** whether he or she has been preliminarily designated as a Qualified Claimant; **B.** if so, the

class or classes to which he or she has been preliminarily assigned (hiring, disparate pay, promotion, and/or adverse treatment); C. if so designated as a Qualified Claimant under the Promotion or Adverse Treatment class, the proposed “claimant tier” to which he or she has been assigned, and, D. the preliminary determination as to the gross (pre-tax) amount of monetary relief to which such person will be entitled. The letter will also inform each Qualified Claimant that applicable withholding taxes will be withheld from any payment.

47. Claim Forms received by the Claims Administrator shall be treated as confidential and not disclosed to any other person or entity, except that such Claim Forms may be submitted confidentially to the Commission, Eagle, the Payment Agent, the Claims Monitor or the Court in accordance with the claims process set forth in this Decree, and shall be stored in a secure facility at Eagle’s expense for a period of at least two (2) years after the cessation of the Consent Decree.

48. **Objection Procedure for Claimants.** Any claimant whose Claim Form is timely received by the Claims Administrator and who desires to object to the Claims Monitor Decision concerning eligibility, “claimant tier” assignment or monetary award may do so by submitting to the Claims Administrator, within thirty (30) days after the date of mailing of the Claims Monitor Decision, a written objection. Any such written objection by a claimant must state the basis for the objection, including, (A) the reason(s) the claimant believes he or she is eligible under one or more class(es); (B) the tier into which the claimant believes he or she should have been assigned (in the case of a claimant in the Promotions or Adverse Treatment Class), and the specific reason(s) for such assignment; and (C) the amount of monetary relief to be awarded. Within sixty (60) days after receipt of such written objection, the Claims Monitor shall review that determination as to eligibility, “claimant tier” assignment and/or monetary award for the objecting claimant and either modify that Claims Monitor Decision or deny the

objection taking into consideration input from the EEOC and/or Eagle as described below. The Claims Administrator shall notify the EEOC, Eagle and the Claims Monitor in writing within fourteen (14) days of the receipt of any such written objection by providing the EEOC, Eagle and the Claims Monitor a copy of such written objection and the date it was received. The EEOC and Eagle shall have fourteen (14) days from their receipt of notification of any objection to provide the Claims Monitor their position in writing regarding the claimant's objection. The Claims Monitor shall consider any information provided by the EEOC or Eagle. The Claims Monitor shall notify, in writing, the Commission, Eagle and the Claims Administrator of the Claims Monitor's final determination (the "Final Determination") within sixty (60) days of receipt of the objection. The Final Determination by the Claims Monitor, shall be binding upon the objecting claimant, the EEOC and Eagle. The Claims Monitor shall change the "claimant tier" assignment for an objecting claimant only upon finding that the Claims Monitor's initial tier assignment in the Claims Monitor Decision for such person constituted a gross deviation from the provisions contained in Paragraph 31, above.

49. **Notification of Final Distribution Amount and Release of Claims.** Within thirty (30) days after receiving notification from the Claims Monitor of the Final Determination for all claimants who submitted objections, the Claims Administrator shall mail to each Qualified Claimant a letter enclosing the Release Form (Exhibit 4) and the Opt-Out Form (Exhibit 10). The letter will notify him or her of the gross (pre-tax) amount of the payment to which such Qualified Claimant was finally determined to be entitled (hereinafter, the "Notice of Final Gross Settlement Amount"), and shall further notify each Qualified Claimant that in order to receive any monetary payments under this Decree, (s)he must execute and deliver to the Claims Administrator a Release and Settlement Agreement (the "Release") (a copy of which is attached

hereto as Exhibit 4). The letter will inform each Qualified Claimant that such Release must be signed, under penalty of perjury or notarized, and returned to the Claims Administrator so that it is actually received by the Claims Administrator no later than forty-five (45) days after the date on which the Claims Administrator mailed the Releases and Notice of Final Gross Settlement Amount to such individuals.

The letter will also inform each Qualified Claimant that they have the option to accept the Final Gross Settlement Amount by executing and returning the Release in the time allowed hereunder, or they may elect to reject the Final Gross Settlement Amount and opt-out of the settlement under this Decree in order to pursue on their own any claims they believe they may have against Eagle. A Qualified Claimant who elects to opt-out will so notify the Claims Administrator by completing and returning the Opt-Out Form (Exhibit 10) to the Claims Administrator ~~within forty-five (45) days after the date the Claims Administrator mailed such Opt-Out Form to such Qualified Claimant.~~ The forty-fifth (45th) day after the Claims Administrator mailed such Opt-Out Form to the Qualified Claimant shall be known as the Due Date.

50. Any Qualified Claimant whose executed Release is not actually received by the Claims Administrator within forty-five (45) days after the date the Claims Administrator mailed such Release to such Qualified Claimant will be ineligible for and forever barred from receiving any monetary relief under this Decree and will further be presumed to have opted-out of this Decree for purposes of the Cancellation Provision set forth in Paragraph 79. The forty-fifth day (45th) after the Claims Administrator mailed such Release to the Qualified Claimant shall be known as the Due Date.

Within thirty (30) days after the Due Date, the Claims Administrator will provide the EEOC and Eagle a report indicating (1) which Qualified Claimants have accepted the Final Gross Settlement Amount by executing and timely returning Releases, (2) which Qualified Claimants have rejected the Final Gross Settlement Amount by completing and returning the Opt-Out Form and 3) which Qualified Claimants failed to return an executed Release or an Opt-Out Form by the Due Date.

51. **Court Approval of Final Distribution Amounts.** Within fourteen (14) days after the time provided for returning Releases to the Claims Administrator has expired, the EEOC and Eagle shall jointly file with the Court a motion for the Court's approval of the allocation of the Class Fund among Qualified Claimants as determined by the Claims Monitor. In connection with this motion, the Claims Administrator shall submit a proposed final settlement distribution list to the Commission and to Eagle which shall contain the name, address and Final Gross Settlement Amount for each Qualified Claimant, as well as a copy of the Release signed by each Qualified Claimant. The EEOC and Eagle shall immediately review the proposed final settlement distribution list, determine whether revisions as to the form are needed, make any necessary revisions and then submit it with a motion to the court for approval.

52. **Distribution of Final Settlement Amounts.** Within twenty-one (21) days after the Court enters an Order approving the proposed allocation of the Class Fund, Eagle and the Payment Agent will be notified by the Claims Administrator of the amount to be paid to each Qualified Claimant, based on the Final Gross Settlement Amount indicated by the Claims Administrator, approved by the EEOC, Eagle and the Claims Monitor and subsequently approved by the Court as described in Paragraph 51, above. The Payment Agent shall issue checks in the approved amounts and transmit them to the Claims Administrator within fourteen (14) days.

Simultaneously, the Payment Agent shall send to the Claims Administrator a listing of each payee's name, check amount and check number

53. The Claims Administrator will mail the checks to the Qualified Claimants and shall promptly determine if any checks are returned or are not cashed after a period of thirty (30) days has elapsed from the date on which the settlement checks were mailed from the Claims Administrator's office. The EEOC may take, at EEOC's expense, further steps to reach those Qualified Claimants who did not receive and/or deposit their settlement checks. In the event that any portion of the Class Fund, including accrued interest, has not been distributed as required by this Decree after a period of three hundred (300) days has elapsed from the date on which the settlement checks were mailed by the Claims Administrator, then such remaining amounts from the Class Fund shall be paid, subject to such further orders as the Court may deem appropriate, to the Leadership Development Fund as described in Exhibit 2.

54. All claims administration expenses, class notification and other costs associated with the location and contacting of claimants, the determination whether claimants are qualified, and the distribution of the Class Fund to Qualified Claimants shall be paid by Eagle, including but not limited to, all costs associated with the creation of the Class Fund, and all costs related to the issuance and mailing of checks from the Class Fund. Under no circumstances shall the principal or interest from the Class Fund be used to pay any costs associated with representation of Eagle's interests before the court, nor shall those funds be used to pay for the payment agent's fees and expenses, claims administration, advertising and other class notification expenses including but not limited to the distribution of the Class Fund.

55. **Claims administration expenses and procedures.** Eagle shall bear all expenses

for the administration of the claims procedures. These procedures are summarized below and referenced within the Decree and associated exhibits. These expenses shall include but not be limited to the following:

A. Payment of the Claims Monitor at his normal rate and reimbursement of the Claims Monitor's reasonable expenses.

B. Hiring a Claims Administrator acceptable to the EEOC and Eagle who will be overseeing the administrative handling of the claims. The EEOC has the authority to review the administrator's contract and/or work order and the administrator's activities. The administrator will undertake the following activities and all others related to the achievement of efficient claims administration:

1.) updating claimant addresses to obtain a current address for each claimant, developing a claimant mailing list based on the most current address and until such time as each particular Qualified Claimant is fully compensated to the extent permitted by the Class funds, updating his or her records to reflect recent address changes. This activity will require utilizing commercial address locating services;

2.) reviewing available data to identify potential claimants;

3.) producing and mailing the appropriate Claim Forms in a format specified in this Decree or agreed to by the parties, and Bates-stamping and date stamping all documents received by the administrator, including, but not limited to Claim Forms;

4.) mailing each claimant an acknowledgment that his or her Claim Form has been received and, when necessary, advising claimant to supplement Claim Form;

5.) taking reasonable steps to contact claimants who have not received the Claim Form or have otherwise not timely responded to inquiries;

6.) data entry of key information and creation of searchable database/spreadsheet and production of database/spreadsheet reports. Data will be obtained from the following sources: job applications, resumes, candidate fact sheets, hiring and termination databases, Claim Forms, and address update forms. Whenever data is entered into the database/spreadsheet, the specific source of this data will be noted;

7.) efficiently answering claimant inquiries by issuing and mailing qualification, clarification and rejection letters;

8.) advising claimants regarding requirements for eligibility in the class by using a claims center, a telephone response system, posting information on appropriate internet sites, and utilizing e-mail and other methods to assure efficient notification to claimants and the parties' counsel;

9.) generating and distributing checks for qualifying claimants as well as W2 forms;

10.) providing periodic reports as required by this Decree;

11.) maintaining appropriate record keeping system as required by this Decree;

12.) timely updating the claimant's address record and telephone records to incorporate all recent changes in the claimant's home address and home and work telephone numbers;

13.) preparing and distributing any required record of tax withholding and provision of said reports to taxing authorities;

14.) providing the Commission and Eagle with the claimant database/spreadsheet in hard copy and computer machine readable format as well as the documents and database/spreadsheet reports noted above in formats acceptable to the Commission and Eagle.

15.) Response to claimant inquiries will include at the Company's expense the use of an internet site, e-mail and a telephone response system (hereinafter "TRS"). The Parties will agree to the script for these questions and answers, to a protocol for determining to whom specific types of calls will be routed, and to specific time frames for responses to various types of recurring inquiries and protocols for monitoring performance in this area. This system will provide general information on-line on an automated basis and will permit callers to leave a sixty (60) second message and to request that certain documents be mailed to them. The system will permit callers to bypass the voice-response technology to leave certain types of messages by accessing a claims' counselor's voice mail.

16.) In the event that the Commission is requested to respond to an inquiry from a Congress member or other Government official regarding the status of a claimant, all relevant information about the claimant as well as the current status of that claim will be immediately provided to the Commission by the Claims Administrator or Eagle at the Company's expense.

17.) When all claims administration procedures have been concluded, the Claims Administrator shall provide the Commission and Eagle with a searchable database with the entire Claims Form and processing history for each claimant in a format of the Commission's choosing. The database must permit the Commission to efficiently locate each claimant's records by both social security number and full name.

18.) Periodic recapitulations of the expenditures attributed to the portions of the foregoing claims expenses undertaken by third party contractors shall be provided by Eagle and the Claims Administrator to the Commission on a bi-monthly basis until conclusion of all services rendered. The provision of records of the foregoing expenses shall include sending copies to the Commission of the bills presented to Eagle by the third party contractor so that the

Commission can determine the total cost of claims administration. Moreover, the Commission shall be timely notified as to any billing or other disputes that may arise.

C. Eagle shall timely pay the contractor and vendor(s) for all expenses entailed in the provision by it of any services noted above;

D. At the Commission's option, for two (2) years after this action is dismissed, Eagle shall store Claims Forms and other documents in a secure storage facility chosen by Eagle and approved by the Commission.

E. At its option, the Commission may choose to undertake certain tasks allocated to the Claims Administrator. In the event that this is done, the Claims Administrator shall rely upon the EEOC's findings that are developed as a consequence of those undertakings. For example, the Commission may choose to utilize address-updating services to locate potential claimants which are not available outside of the Federal government. In the event this is undertaken by the Commission, the Claims Administrator will rely upon the results of these efforts. Eagle shall be responsible to reimburse for the entailed mailing costs and costs of utilizing address updating services to locate these potential claimants but shall not be responsible for any entailed expenses undertaken by the Commission concerning the compensation of its staff. Further, the EEOC may not contract with or otherwise incur any expenses in this regard in excess of \$5,000.00 without express written approval by Eagle.

56. To facilitate oversight by the Commission and Eagle of the Claims Administration process and of other undertakings set forth within, so that they may timely respond to any appropriate inquiries regarding the status of pending and settled individual claims, the Claims Administrator shall create a database regarding the status and resolution of each such claim and shall provide copies of it to the Commission and Eagle utilizing an agreed format and software.

57. Aside from compensation to the Hiring Class and the Disparate Pay awards, all amounts distributed from the Class Fund constitute "compensatory damages," under the Civil Rights Act of 1991, 42 U.S.C. §1981a. No payment made pursuant to this Decree other than for the Hiring Class and the Disparate Pay award shall constitute or be considered to be back-pay.

Non-Monetary Relief

58. Eagle represents that it will continue its efforts to maintain pay equity so that its pay administration system is gender neutral. It represents that it has implemented the recommendations of a consulting firm, Price Waterhouse Coopers, regarding salary structure and, as a consequence, that the salaries of certain employees, including female employees have been increased and there has been a modification in the pay scale for certain positions held by employees, including females. Eagle represents that it intends to continue to pay its employees in a fair, equitable and non-discriminatory manner, taking into consideration the consultant's recommendations, market conditions and job performance.

59. Eagle's Representations

Eagle has represented that it has redoubled its efforts to hire and promote qualified women and minorities and will continue to do so. In support of this representation, Eagle states that it has adopted an affirmative action plan, that it now posts employment vacancies (hereafter "available positions") on its official web site, that the public can apply for available positions by completing an application online and/or submitting a completed application to the terminal in which the vacancy exists, and that it has implemented an internal job posting system, S.O.A.R. which assures its staff that available positions will be announced to them. During the Consent Decree, both the S.O.A.R. listings and the website job vacancy database shall continue to list job vacancies in a manner that permits an interested candidate to search for vacancies on both a

terminal by terminal basis and on a job position basis. It is agreed that Eagle may, from time to time for business reasons, not post certain job positions internally or on its website, but this will only occur when expressly approved by the Executive Vice-President of Human Resources or the Director of Human Resources. When this occurs, Eagle will furnish documentation to the Consultant on a quarterly basis, which identifies the position involved and includes the notation of approval by the Executive Vice-President of Human Resources or the Director of Human Resources. Eagle shall maintain all the practices and programs referenced in this paragraph for the life of the Consent Decree.

60. Eagle certifies that i) it shall maintain all the recruitment programs listed above in Paragraph 59 during the entire term of the Consent Decree; ii) absent special circumstances as approved by the Executive Vice-President of Human Resources or the Director of Human Resources, jobs will be announced for at least five (5) business days prior to being filled to permit application by eligible current employees and external job seekers; iii) it shall develop, implement and announce procedures that permit and encourage current employees to apply for any transfers and/or promotions for which they are qualified (whether or not they have already applied for transfer or promotion at any time prior to the effective date).

61. During the term of the Consent Decree, to increase the flow of qualified female and minority applicants, in line with the representations in its affirmative action plan, Eagle shall inform state employment and career offices, school placement offices, civil rights and community groups and other referral sources of its job vacancies and when it places advertisements, all such advertisements shall include the phrase, "Eagle is an equal opportunity employer," which, Eagle contends, has been Eagle's continued practice in the past.

62. During the term of this Consent Decree, Eagle shall continue its efforts to maintain diversity in its workforce.

63. Eagle and its officers, agents, and management (including supervisory employees) reiterate that the company prohibits and does not engage in (i) discriminating against African Americans, Hispanics and females on the basis of race, national origin, gender and/or age; (ii) any action, policy or practice that is intended to or is known to them to have the effect of harassing or intimidating any African American, Hispanic and/or female applicant, employee or former employee on the basis of his or her race, national origin, gender and/or age; (iii) creating, facilitating or permitting the existence of a work environment that is hostile to African Americans, Hispanics and/or female employees; (iv) refusing to recruit, hire, or promote African Americans, Hispanics and/or females on the basis of race, national origin, gender and/or age; (v) paying its African American, Hispanic and female employees less than its other employees with similar skills and experience for performing similar and/or comparable work because of their race, national origin, gender and/or age, (vi) more harshly disciplining African American, Hispanic and/or female employees because of their race, national origin, gender and/or age; (vii) paying wages to employees of one sex at rates less than the rates at which it pays wages to employees of the opposite sex for substantially equal work on jobs the performance of which requires equal skill, effort and responsibility, and which are performed under similar working conditions; (viii) failing to maintain proper records regarding applicants for employment; and (ix) failing to file timely and accurate EEO-1 reports.

64. Eagle and its officers, agents, and management (including supervisory employees), reiterate that the company prohibits anyone from engaging in, implementing or permitting any action, policy or practice with the purpose of retaliating against any current or

former employee of Eagle because he or she opposed any practice of employment discrimination, made unlawful under Title VII, the Equal Pay Act and/or the Age Discrimination in Employment Act; filed a Charge of Discrimination alleging any such practice; testified or participated in any manner in any investigation (including, but not limited to, any internal investigation undertaken by Eagle or any investigation undertaken by the EEOC as regards the Commissioner's charge or any individual charge), proceeding, or hearing in connection with this case, the case brought against the EEOC by Eagle, and/or relating to any claim of employment discrimination; was identified as a possible witness in this action; asserted any rights under this Decree; or sought and/or received any monetary and/or non-monetary relief in accordance with this Decree.

65. Eagle affirms the following "Statement of Zero-Tolerance Policy and Equality Objectives (Statement)": Eagle is firmly committed to developing and maintaining a zero-tolerance policy concerning race, national origin, sex and age discrimination, harassment and retaliation against individuals who report harassment or discrimination in the company's workplace; to swiftly and firmly responding to any acts of discrimination, harassment or retaliation of which the Company becomes aware; to implementing a disciplinary system that is designed to strongly deter future acts of discrimination, harassment or retaliation; and to actively monitoring its workplace in order to ensure tolerance, respect and dignity for all people. The foregoing paragraph does not create any contractual causes of action or other rights that would not otherwise exist.

66. In order to effectuate the objectives embodied in Eagle's Statement of Zero-Tolerance Policy and Equality Objectives and this Decree, Eagle shall maintain in effect the following policies. During the term of this Decree, Eagle will not alter these policies without notification to the Consultant and the EEOC.

A. Sexual Harassment Policy. Eagle represents that a copy of its sexual harassment policy is currently posted in each of its locations in the United States. Further, Eagle represents that it is its practice to provide a copy of this policy to all new employees and it will continue to do so throughout the term of this Decree. Eagle also represents that it from time-to-time re-distributes this policy to all employees by attaching it to their paychecks. Eagle will do this at least once annually during the term of this Decree. Eagle will continue to vigorously enforce its policy.

B. Complaint Procedures.

1.) Eagle agrees that it shall continue to provide its employees with convenient, confidential and reliable mechanisms for reporting incidents of age, race, national origin and gender discrimination, harassment, sex-based harassment and retaliation. Eagle agrees that it shall continue to take seriously anonymous complaints.

2.) Eagle agrees that it shall revise its policies as necessary to enable complaining parties to be interviewed by Eagle about their complaints in such a manner that permits the complaining party, at such party's election and to the extent possible, to remain inconspicuous to all of the employees in such party's work area. It is understood, however, that this may not always be possible given the need to thoroughly investigate such complaints.

67. Eagle agrees that it shall continue to advise all managers and supervisors of their duty to actively monitor their work areas to ensure employees' compliance with the Company's harassment policy, and to report any incidents and/or complaints of age, race, national origin or sexual discrimination, harassment, sex-based harassment and/or retaliation of which they become aware to the Human Resources Department charged with handling such complaints.

68. **Training**

A. Eagle agrees that it shall provide annual mandatory training to all supervisors concerning the avoidance of harassment (by reason of age, sex, gender, national origin and/or race) (hereafter "harassment") and the investigation of complaints of harassment; to provide mandatory harassment training to all new employees during employee orientation; to provide mandatory harassment training to all senior management officials; and to provide training to all persons charged with the handling of complaints of age, race, national origin, gender and/or sexual harassment, sex-based harassment and/or retaliation to educate them about the problems of harassment in the workplace and the techniques for investigating and eliminating it. Training shall be conducted by experienced trainers or training methods, including at Eagle's discretion the use of written, electronic or computerized training methodology.

B. Eagle agrees that it shall require a senior management official to introduce all harassment training to communicate Eagle's commitment to its Zero-Tolerance Policy and Equality Objectives. That official shall be at the director level or above when the training is provided in headquarters and either a vice president, managing director or the station manager when the training is provided in a terminal.

C. The Company will provide similar training for new managers and other persons newly involved in the hiring process.

D. The Company will provide orientation to its managers, officers and board members regarding the terms, provisions and the implementation of this Decree commencing within thirty (30) days after the Effective Date and to be completed within one hundred and eighty (180) days after the effective date of this Decree.

E. As part of its periodic reporting responsibilities, the Company shall periodically provide copies of the sign-in logs evidencing the attendance at all these training sessions of its employees, managers, officers and board members to the Commission. Each such log shall indicate the date, time, length and subject matter of the training, and each attendee's signature and typed name shall be provided. The absence of any potential attendee shall be noted.

69. Eagle agrees that it shall make and preserve all records, in accordance with the provisions of Section 709(c) of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-8(c), and pursuant to Section 7(a) of the ADEA, 29 U.S.C. § 626(a), relevant to the determination of whether unlawful employment practices have been or are being committed, including, but not limited to retaining all employment applications for the period mandated by Commission regulations and in accordance with the provisions of Sections 11(c) and 15(a)(5) of the FLSA, 28 U.S.C. §§ 211(c) and 215(a)(5), it shall make and preserve records of the persons employed by it and of the wages, hours, and other conditions and practices of employment maintained by it.

70. **Content of Applicant Flow Report**

Consistent with the procedure described herein, during the term of this Decree, the Company agrees to create and maintain records on a Terminal-by-Terminal basis which indicate whether or not each minimally-qualified applicant is African-American, Hispanic and/or female and the specific position(s) sought, the date each applicant applied, whether an offer of employment was made, and whether the offer was accepted. The Company agrees that any self-identification form used to acquire an applicant's age, sex, race or national origin, will be for record keeping purposes in compliance with Federal law.

71. **Consultant to Assist with Consent Decree Compliance**

A. Immediately upon entry of this Decree, Eagle shall select, subject to approval of EEOC, an independent consultant with expertise in EEO and personnel matters (the "Consultant") to assist the Court regarding Eagle's compliance with and implementation of this Decree. The parties will jointly move the Court for approval of the Consultant. Eagle will compensate the Consultant at the Consultant's normal rate and reimburse the Consultant's expenses. Eagle shall be responsible for the implementation of all non-monetary relief under the terms of this Decree, except as otherwise provided herein. Eagle shall not be precluded from developing and implementing its own programs as it may find appropriate.

B. The Consultant will have the authority and the obligation, subject to the supervision of the Court, to be informed of Eagle's implementation of this Decree and the policies and practices modified or implemented to achieve the objectives of the Decree, to make recommendations to Eagle, and to report to the parties and the Court. The Consultant shall, to the maximum practicable extent, work collegially, non-disruptively and cooperatively with Eagle and so as not to interfere unduly with Eagle operations. Eagle will cooperate with the Consultant.

C. The Consultant is authorized to visit Eagle's premises, meet with and interview Eagle employees, and examine Eagle documents and data (excluding documents and data containing confidential proprietary or trade secret information); Eagle and the Consultant will make arrangements with each other so as to do so without unduly disrupting Eagle's operations. Upon request of Eagle, the Consultant will sign an appropriate confidentiality agreement.

D. The Consultant may make recommendations to Eagle through Eagle's Mr. J. Bradley Green, and/or Eagle's outside counsel, Littler Mendelson, concerning the implementation of this

Decree. The Consultant and Eagle may together consider and modify such recommendations. In the event that Eagle decides not to implement a recommendation, Eagle shall advise the Consultant who shall advise the Commission. Any party may petition the Court in the event of a dispute as to the implementation of a recommendation of the Consultant.

E. Six (6) months, twelve (12) months, eighteen (18) months, twenty-four (24) months, thirty (30) months and thirty-five (35) months after entry of this Consent Decree, the Consultant shall provide a written report to the parties and the Court with respect to Eagle's progress in implementing this Decree. Each report shall describe the activities of the Consultant, assess Eagle's success in implementing the Decree, describe any changes in Eagle's policies or practices made to implement the Decree, discuss any recommendations of the Consultant and Eagle's response, and include such other information as the Consultant deems appropriate.

72. **Content and Schedule of Progress Reports.** Eagle will make periodic reports to the Consultant and the EEOC pursuant to the terms of the reporting schedule described herein. The Company agrees to provide written reports containing the following information in a searchable database format acceptable to the EEOC:

- A. Information on all hires for EEO-1 job categories in each terminal for the preceding quarter, including the individual's job title, age, sex, race, and national origin;
- B. An Applicant Flow Log for EEO-1 job categories on a job by job basis, including the job title, sex, race, and national origin;
- C. All complaints of employment discrimination; and
- D. All promotions for EEO-1 job categories on a job by job basis, including the individual's name, job title, sex, race, age and national origin.

E. The First Report is due three (3) months after the Effective Date of the Decree. The Second Report is due six (6) months after the Effective Date of the Decree. The Third Report is due nine (9) months after the Effective Date of the Decree. The Fourth Report is due twelve (12) months after the Effective Date of this Decree. The Fifth Report is due fifteen (15) months after the Effective Date of this Decree. The Sixth Report is due eighteen (18) months after the Effective Date of this Decree. The Seventh Report is due twenty-one (21) months after the Effective Date of this Decree. The Eighth Report is due twenty-four (24) months after the Effective Date of this Decree. The Ninth Report is due twenty-seven (27) months after the Effective Date of this Decree. The Tenth Report is due thirty (30) months after the Effective Date of this Decree. The Eleventh Report is due thirty-three (33) months after the Effective Date of this Decree. The Twelfth Report also known as the Final Report is due thirty-four (34) months after the Effective Date of this Decree.

73. Nothing in this Decree abridges or undermines the right of applicants, employees or former employees to file charges with appropriate local and state agencies and/or the Commission to seek protection pursuant to local, state and/or federal employment discrimination laws except to the extent they have waived these rights by execution of a Release as a Qualified Claimant under this Decree.

74. **Appointment of a Liaison** The EEOC agrees to Eagle's appointment of its General Counsel, Mr. J. Bradley Green, as the internal liaison to facilitate Eagle's communication with the Consultant. The EEOC further agrees that the Consultant may communicate with Eagle through its outside counsel, Littler Mendelson.

75. **Posting of Notice:** Within thirty (30) days after the Effective Date, Eagle shall

post a notice in the form of Exhibit 11 attached to this Decree (the “Notice”) in prominent and conspicuous locations throughout its corporate headquarters and its terminals in the United States. The Notice shall remain posted for the duration of this Decree. In the event that the persons and/or departments to whom individuals should make complaints alleging harassment and/or retaliation change during the term of the Decree such that the information contained on the Notice is no longer accurate, Eagle shall immediately notify the EEOC, and Eagle shall then prepare and deliver a new Notice that contains the correct information and thereupon promptly replace the old notices with the revised notices.

76. **Press Release and Media Contacts.** The EEOC and Eagle have agreed on a joint press release which is attached as Exhibit 12 (the “Press Release”). The Press Release shall be released by both the EEOC and Eagle simultaneous with the filing of this Consent Decree with the Court for approval. Both the EEOC and Eagle may post this Press Release on their respective websites and may distribute this Press Release to media organizations. No other press release shall be issued at any time by either the EEOC or Eagle regarding the EEOC’s investigation or findings related to Charge No. 330-98-0567, this litigation, this settlement or Consent Decree or the EGL v. EEOC litigation. It is further agreed that neither the EEOC nor Eagle may comment in public or to the media regarding these matters except to repeat the provisions of the Press Release or the Consent Decree.

77. **Enforcement of Decree.** The EEOC and Eagle will make best efforts to effectuate the terms of this Decree.

78. The EEOC and Eagle shall each have independent authority to seek the judicial enforcement of any aspect, term or provision of this Decree and may take appropriate measures to effectuate enforcement of this Consent Decree and any of its terms or provisions when one of

the parties believes there has been a breach, whether or not the Claims Administrator or the Consultant has reported a potential breach.

79. Cancellation Provision. Within thirty (30) days of Eagle's receipt of the Claims Administrator's report described in Paragraph 50 Eagle may, in its sole discretion, withdraw from this settlement and void this Decree if sixty (60) or more Qualified Claimants are deemed to have opted-out of the settlement under this Decree pursuant to Paragraphs 49 and 50. If more than thirty (30) of the Qualified Claimants are deemed to have opted-out because they failed to timely return the Release, Eagle and the EEOC will make efforts to contact these Qualified Claimants to determine whether they, in fact, intend to pursue their own claims. If it is determined that any of these Qualified Claimants do not intend to pursue their own claims, these individuals will be subtracted from the opt-out number. The thirty-first (31st) day after receipt of the Claims Administrator's report described in Paragraph 50 shall be known as the Cancellation Option Deadline. Eagle shall exercise this exclusive right by so notifying the EEOC and the Claims Administrator in writing. Upon Eagle's exercise of this exclusive right, this Decree becomes automatically void, and this lawsuit shall proceed as if no settlement had ever been reached. Further, upon exercise of this exclusive right, Eagle shall notify the Court and the stay of Eagle v. EEOC as referred to in Paragraph 86 shall be immediately lifted by the Court.

80. Dispute Resolution Procedure. If at any time during the duration of this Decree, it is alleged by the Commission or Eagle that a violation of its terms has occurred or a dispute arises over its interpretation, the Commission or Eagle may seek by motion to enforce compliance with its terms. The Commission or Eagle may within three (3) months after the expiration of this Decree, file a motion alleging that a violation of the terms of the decree occurred during the last ninety (90) days of its duration. Prior to filing a motion to enforce this

Decree or resolve any dispute over its terms, the party alleging a violation will notify the other party in writing, stating the nature of its concerns. The party alleged to have violated the Decree shall respond in writing within twenty (20) days. Thereafter, the parties will conduct a face to face or telephonic meeting to attempt in good faith to informally resolve those concerns. The EEOC and Eagle may seek assistance from the Claims Monitor or Consultant in resolving any disputes. If the parties are unable to reach a resolution, only then may the Commission or Eagle move to enforce the Decree and must attach a certification of all efforts undertaken by the parties to resolve the matter without court intervention.

81. The Court will take whatever measures it deems appropriate to effectuate the enforcement of the terms of this Decree.

82. Nothing in this Decree is intended to confer upon any person other than the EEOC, and Eagle the right to seek enforcement of this Consent Decree or of any of the terms contained herein.

83. The Parties shall keep confidential the names of all Qualified Claimants and the Distribution Amounts that each received, except to the extent disclosure may be necessary to enforce a Release Agreement or for any other legitimate reason consistent with the terms of this Decree.

84. Eagle agrees to pay all costs associated with the administration of this Decree, except as is specifically provided otherwise in this Decree.

85. The EEOC and Eagle shall bear their own costs and attorneys' fees associated with this litigation and Eagle v. EEOC, and neither shall seek reimbursement for any investigative and/or litigation costs, fees or expenses in this matter or in Eagle v. EEOC.

86. A. Eagle and its subsidiary companies agree that simultaneous with the entry of this Consent Decree by the Clerk of the Court, the cases styled Eagle-USA Airfreight, Inc.; EGL, Inc.; EGL Eagle Global Logistic, L.P.; Freight Services Management, Eagle Freight Services, Inc. v. Equal Employment Opportunity Commission, et al, Civil Action No. H-00-1535 and H-98-0316 filed in the United States District for the Southern District of Texas, Houston Division shall be stayed by the Court as to the EEOC. Eagle alleged therein, *inter alia.*, that the EEOC usurped its authority during the investigation of Charge No. 330-98-0567.

B. If this Decree becomes effective and is not otherwise modified by any court so as to undermine the intent of the parties as stated herein and, further, if Eagle does not exercise its cancellation option as provided for in Paragraph 79, Eagle shall, within ten (10) days of the Cancellation Option Deadline (or within 10 days of the date of the Claims Administrator's report described in Paragraph 50 if fewer than sixty (60) Qualified Claimants are determined to have opted out), file along with the EEOC a joint stipulation of dismissal pursuant to Fed. R. Civ. P. 41(a)(1)(i) seeking dismissal of C.A. No. H-00-1535 and H-98-0316 as referenced above. Eagle will at that time also execute a release agreement whereby it remises, releases, and forever discharges the EEOC and its employees, including employees in their official or individual capacities, from all damages, liability, actions, causes of action or losses, arising in law or equity, which Eagle has against the EEOC as alleged in C.A. Nos. H-00-1535 and H-98-0316. Eagle will also simultaneously move the Court for dissolution of the injunction imposed by the Court against the Commission in Eagle v. EEOC in January 2000.

C. Both Eagle and its attorneys agree that neither shall utilize any discovery obtained in Eagle USA Airfreight v. EEOC, C.A. Nos. H-98-0316 and H-00-1535, in any pending or subsequent investigation or lawsuit other than those cases. However, this agreement does not

prohibit the use of the depositions solely for the purpose of contradicting or impeaching the testimony of a deponent when said witness testifies in another proceeding.

D. The Commission understands and agrees that Eagle's agreement to dismiss the aforementioned litigation against the EEOC and release claims is expressly contingent on the effectiveness of this Decree. In other words, should this Decree be vacated, rejected, or modified by the District Court or any appellate court, or should Eagle exercise its cancellation option as set forth in Paragraph 79, the stay of the aforementioned cases will be lifted by the Court immediately and Eagle will be allowed to proceed with its litigation and claims against the EEOC.

87. The EEOC may not distribute, disclose or otherwise disseminate now or at any time in the future, any documents contained in its investigative file regarding Charge No. 330-98-0567 or obtained during its investigation of that Charge or the Dube v. EGL litigation except to the extent it is required by law to do so. In the event the EEOC concludes that it is required by law to disclose any of the above materials, it will immediately notify Eagle of its intent to disclose information. Such notification will include the identification of the material to be disclosed and the party seeking disclosure. The EEOC shall not disclose or disseminate to anyone at any time any of the reports (including attachments) filed by Eagle or the Consultant as required in this Decree, except as may be required to enforce this Decree.

88. Computation of Time Periods. In computing any period of time prescribed or allowed by this Decree, unless otherwise stated, such computation shall be made consistent with the Federal Rules of Civil Procedure

89. Eagle and EEOC Not Required to Violate Existing Law. Eagle and EEOC are not required by this Consent Decree to violate any applicable law, order, ordinance, or regulation

as interpreted by controlling judicial authority. This paragraph applies to final decisions of all Federal and State courts and agencies with jurisdiction over Eagle and to all court orders naming Eagle. In the event of any conflict between federal law and state law, federal law shall govern.

90. **Notices.** Except as is otherwise provided for in this Decree, all notifications, reports and communications to the Parties required under this Decree shall be made in writing and shall be sufficient as hand-delivered, faxed or sent by first class mail to the following persons: For Eagle: Mr. J. Bradley Green, 15350 Vickery Drive, Houston, Texas 77032 and Ms. Nancy L. Patterson, Littler Mendelson, 1301 McKinney, Suite 1900, Houston, Texas 77010. For EEOC: Ms. Katharine W. Kores, Regional Attorney, EEOC, Memphis District Office, 1407 Union Avenue, Suite 621, Memphis, Tennessee 38104. Any party may change such addresses by written notice to the other parties, setting forth a new address for this purpose. Notwithstanding the provisions for notification contained in this paragraph, the Parties may send each other such notifications, reports and communications by facsimile transmission.

91. **Construction.** The terms of this Decree are the product of joint negotiations and shall not be construed as having been authored by one party rather than another. The following definitions shall apply throughout this Decree:

- A. "Entry Date" is the date of the Court's entry of an Order approving the Decree.
- B. "Effective Date" is the date of the Court's entry of an Order approving the Decree or upon resolution of any objections or appeals filed contesting the Decree's entry, whichever is later.
- C. "Qualified Claimants" means African-Americans (Blacks), Hispanics and women who timely submit claim forms and satisfy the eligibility requirements of paragraphs 26 through 36.

D. "Black" shall be used as defined in Appendix 4 of the current Instruction Booklet for Completion of Standard Form 100, Employee Information Report EEO-1.

E. "Hispanic" shall be used as defined in Appendix 4 of the current Instruction Booklet for Completion of Standard Form 100, Employee Information Report EEO-1.

F. "Female" shall be used as defined in Appendix 4 of the current Instruction Booklet for Completion of Standard Form 100, Employee Information Report EEO-1.

G. "Applicant" means anyone who completed an application for employment at Eagle, attempted to complete an application or who otherwise made known to Eagle his/her intent to seek employment with Eagle.

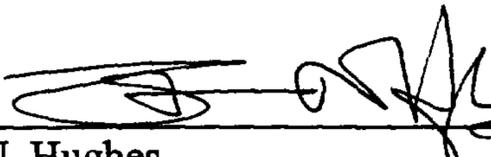
H. A "resident" is the person or persons who lives in the building to which an applicant's Claim Form is mailed and/or delivered.

I. "Class Fund" is \$8,500,000 plus interest earned on that amount between the time of its deposit in the Class Fund Account and disbursement to Qualified Claimants.

J. "Leadership Development Fund" is \$500,000 plus any funds from the Class Fund which are not disbursed to Qualified Claimants. This Fund will be utilized to establish and maintain Eagle's Leadership Development Program.

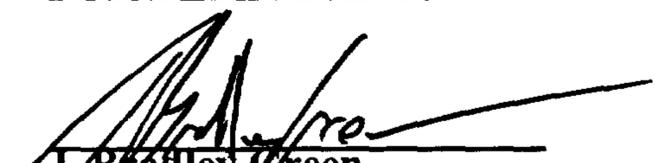
K. "S.O.A.R" is Succeeding in making Opportunity and Advancement a Reality.

~~SO ORDERED, ADJUDGED AND DECREED~~ ^{Signed} this _____ day of S I G N E D, 2001.


Lynn N. Hughes
United States District Court Judge

United States District Court day of <u>S I G N E D</u> OCT 01 2001 Judge Lynn N. Hughes
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FOR DEFENDANT:

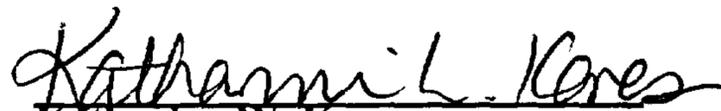

J. Bradley Green
General Counsel
Eagle Global Logistics


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FOR PLAINTIFF-INTERVENOR:

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Acting Deputy General Counsel

Gwendolyn Young Reams
Associate General Counsel

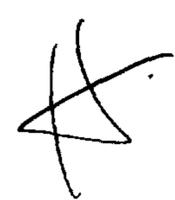

Katharine W. Kores
Regional Attorney
Tennessee Bar No. 6283

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**FOR DEFENDANT EEOC in
Eagle v. EEOC:**

SEE ATTACHED

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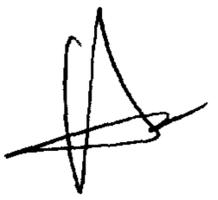
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**REVISED
LETTER OF
DETERMINATION**

Casellas v. Eagle USA Airfreight Inc.

Charge No. 330 98 0567



I. Summary of the Charge

Commissioner Gilbert Casellas alleges in this Commissioner's charge that Respondent, Eagle USA Airfreight and its affiliated companies, hereafter "Eagle," or "respondent," unlawfully discriminated against Blacks, Hispanics, Asians and females because of their race, national origin and sex with respect to recruitment, hiring, job assignment, promotion, demotion, discipline and other terms, conditions and benefits of employment in violation of Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act and the Equal Pay Act. It is further alleged that Eagle maintained a hostile working environment against Blacks, Hispanics, Asians and females with respect to the terms, conditions and privileges of employments, failed to properly investigate incidents of harassment, discipline wrongdoers and protect employees from harassment, failed to maintain proper records regarding employee hiring and failed to file accurate EEO-1 Reports.

RELEVANT PORTIONS OF THE COMMISSIONER'S CHARGE ARE SET FORTH BELOW.

Commission Chairman Casellas alleged that since January 1, 1995 to the present, Petitioners had violated the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 et seq. ("ADEA"); Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. ("Title VII"); and the Equal Pay Act of 1963, 29 U.S.C. § 206(d) ("EPA") by engaging in the following discriminatory employment conduct:

- (a) failing and/or refusing to recruit and/or hire Blacks, Hispanics, Asians and females into professional, managerial and sales positions because of their race, national origin, sex and age;
- (b) failing and/or refusing to promote Blacks, Hispanics and females into managerial and sales positions because of their race, national origin, sex and age;
- (c) failing and/or refusing to recruit and/or hire Blacks, Asians, and females into warehouse, delivery and truck driver positions because of their race, national origin and sex;
- (d) Demoting females from managerial positions because of their sex and disparate imposition of discipline because of sex (female), race (Black) and national origin (Hispanic);
- (e) maintaining a hostile working environment against Blacks, Hispanics, Asians and females with respect to terms, conditions and privileges of employment because of their race and national origin and sex;
- (f) failing to properly investigate incidents of sexual harassment, failing to discipline wrongdoers and failing to protect employees from sexual harassment;
- (g) Failing to maintain proper records regarding the hiring of

- (h) employees; and
failing to file accurate EEO-1 Reports.**

II. Jurisdiction

Respondent is an employer within the meaning of the Age Discrimination in Employment Act, the Equal Pay Act and Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-2 and 2000e-6. Timeliness and all other jurisdictional requirements have been met. When the charge was issued, Eagle USA Airfreight employed more than 1000 people. By respondent's account, it now employs more than 3000 people. Fairly recently, respondent's corporate name was changed to Eagle Global Logistics. The change in name has no effect on the Commission's jurisdiction in this matter.

III. Summary of the investigation

The investigation of the Commissioner's charge has included interviewing more than a hundred and twenty five witnesses including about twenty company representatives, managers and other headquarters staff who were represented by respondent's attorneys and reviewing thousands of pages of documents. The interviewees have included respondents' current and former employees, managers and officers and unsuccessful job applicants. These extensive interviews have permitted the Commission ample opportunity to compare witnesses' assertions and to consider witnesses' credibility. Conscientious efforts have been made to analyze recruitment, hiring, assignment, discipline, promotion, terms and conditions (including wages) and other aspects of employment at Eagle USA Airfreight's headquarters in Houston as well as at its terminals in the United States.

IV. Conclusion

Under the authority vested in me by the Commission, I issue the following determination as to the merits of the above cited charge. Based on the evidence obtained during the investigation to date, and the full investigative record, there is a sufficient evidentiary basis to believe that Respondent has engaged in unlawful employment practices in violation of Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act and the Equal Pay Act by

- (a) failing and/or refusing to recruit and/or hire Blacks, Hispanics, and females into professional, managerial and sales positions because of their race, national origin, sex and age;**
- (b) failing and/or refusing to promote Blacks, Hispanics and females into managerial and sales positions because of their race, national origin, sex and age;**
- (c) failing and/or refusing to recruit and/or hire Blacks and females into warehouse, delivery and truck driver positions because of their race, national origin and sex;**

- race, national origin and sex;
- (d) Demoting females from managerial positions because of their sex and disparate imposition of discipline because of sex (female), race (Black) and national origin (Hispanic);
 - (e) maintaining a hostile working environment against Blacks, Hispanics and females with respect to terms, conditions and privileges of employment because of their race and national origin and sex;
 - (f) failing to properly investigate incidents of sexual harassment, failing to discipline wrongdoers and failing to protect employees from sexual harassment;
 - (g) Failing to maintain proper records regarding the hiring of employees; and
 - (h) failing to file accurate EEO-1 Reports.

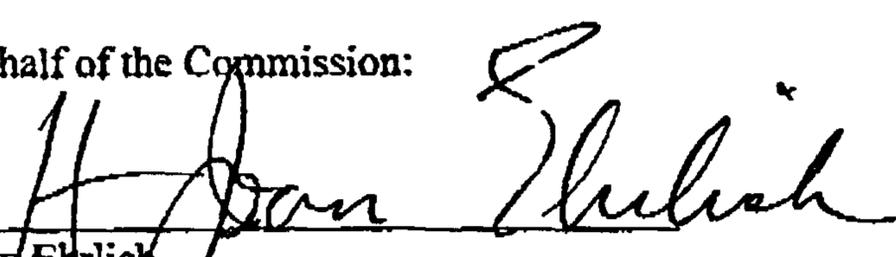
The Commission has investigated a number of issues which are either implied in the allegations or are sufficiently like and related to the allegations to warrant inclusion in the investigation. There is sufficient evidence to find that the respondent engaged in discriminatory employment practices by underpaying female, Black and Hispanic employees in its American terminals relative to white male employees as regards almost all job categories and by conditioning promotions, transfers and pay increases impermissibly on the applicants' race, national origin and gender. There is also sufficient evidence to find that respondent engaged in discriminatory employment practices by failing to file annual EEO1 Reports in 1993, 1994 and 1995, by failing to retain relevant documents, including employment applications and resumes, during the pendency of this investigation, by affirmatively and intentionally destroying relevant evidence during the pendency of this investigation and after being notified to retain said evidence and by failing to obtain and retain records bearing on selection procedures pursuant to the Uniform Guidelines on Employee Selection Procedures.

There is not reasonable cause to believe that respondent has discriminated against Asian Americans in the matter of recruitment and hiring and in maintaining a hostile environment.

The Commission now invites the respondent to join with it in a collective effort toward a just resolution of these matters pursuant to the above-noted statutes. A representative of the Commission will contact the respondent's legal representative in the near future to begin the conciliation process.

9/28/01
Date

On Behalf of the Commission:


H. Joan Ehrlich
District Director
Houston District Office

LEADERSHIP DEVELOPMENT PROGRAM

Purpose

The purpose of the Leadership Development Program ("Program") is to provide educational and development opportunities to qualified female and minority employees, both current and prospective, of Eagle Global Logistics ("Eagle"). It is the Program's objective to increase the pool of qualified individuals within Eagle for potential advancement within the Company. It is further the goal to increase the available pool of qualified candidates for positions within the transportation logistics industry, and particularly for positions with Eagle, by providing scholarships and internship opportunities, as well as focusing on college recruitment of qualified women and minorities.

Funding

The Program will be funded primarily through obligations contained within the Consent Decree. Pursuant to Paragraph 19B of the Consent Decree, Eagle will deposit \$500,000 into the Program upon the Effective Date of the Decree. Pursuant to Paragraph 52 of the Consent Decree, a portion of the Class Fund may be deposited into the Program. Eagle reserves the right to contribute further amounts into the Program at its discretion.

Oversight by Consultant

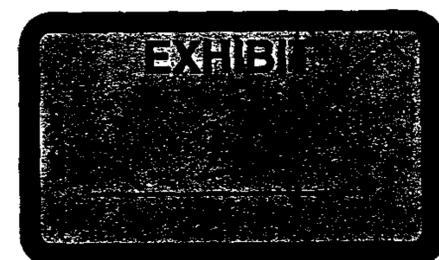
During the term of the Consent Decree, the Program will be overseen by the Consultant who shall receive periodic reports from Eagle regarding individuals participating in the Program. The Consultant will report this information to the EEOC during the term of this Decree. It is anticipated that during the term of this Decree, the Consultant will be actively involved in selecting qualified candidates for the programs discussed below.

Structure

Within 30 days of the Effective Date of the Consent Decree, the Consultant and Eagle shall provide the EEOC with a detailed description of the Program's organization structure, including (1) the legal organization of the entity, (2) the minimum amount of funding to be allocated to each program during each year of the Consent Decree; and (3) the procedures whereby potential program participants may apply for and qualify for participation in the various programs offered. In addition to the Consultant, the Program will be overseen by a governing body which will include Eagle's Executive Vice President of Human Resources

Programs

Within 30 days of the Effective Date of the Consent Decree, the Consultant and Eagle shall provide the EEOC with more specific objectives of each of the following Programs which are being established:



(1) Scholarship Program

- A. Eagle will establish a scholarship program designed and intended to provide current Eagle employees financial assistance so as to afford them the opportunity to attend college or university level classes, particularly course work focused on transportation/logistics and management courses.
- B. Eagle will also establish scholarship programs at a minimum of three (3) colleges or universities offering transportation or transportation logistics degree programs. These scholarship programs will be established to provide financial assistance to qualified females and minorities already enrolled in or seeking to enroll in these programs. Students may be awarded scholarships under these programs based on academic performance and/or financial need.

(2) Career Path Development/Mentoring Program

The Career Path Development/Mentoring Program is designed to provide relevant training opportunities for qualified candidates who express a desire to advance within the Eagle organization. Training may include (1) on-the-job or internal training (including possible temporary reassignment or relocation to other Eagle facilities or departments) on Eagle's operations, procedures and management/financial objectives; and (2) external training via seminars. Participants in this Program will be assigned a mentor who will help coordinate, and oversee the participants' training experience. Mentors will typically be supervisory or management/executive level employees with relevant experience within Eagle's organization. Mentors will be trained on the goals and objectives of this program and will be selected based on their demonstration of commitment of this program. Employees who are selected to serve as mentors will be evaluated periodically by the governing board or its designee to determine whether they are achieving the goals of the program.

(3) College Recruiting Program

The College Recruiting Program will have as its objective to help identify qualified female and minority college graduates for employment with Eagle in a variety of positions, including sales/marketing, operations management, and financial management. Eagle will participate in on-campus interviews on at least an annual basis at a minimum of two (2) colleges or universities within each region with the objective of identifying qualified candidates for employment with Eagle.

(4) College Intern Program

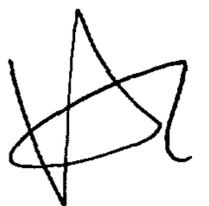
The College Intern Program is intended to provide real world work experience to qualified female and minority students at colleges or universities in order to

introduce them to the transportation logistics industry. While details will need to be worked out with the institutions involved (i.e., specifics of possible college credit hours), Eagle will establish an internship program with at least one (1) college or university within each region.

(5) High School Work/Study Program

The High School Work Study Program is intended to provide an opportunity for qualified female and minority high school students to experience an employment opportunity with an international transportation logistics company. It is anticipated that Eagle will initiate such a program with a minimum of two (2) high schools in each region on an annual basis. Employment may be in conjunction with a cooperative education program at a high school during a portion of the school or it may be during the summer months.

HOUSTON:127085.1 027613.1001



THOMAS A. DAFFRON

**4000 Cathedral Avenue, NW -- Apt. 442-B,
Washington, DC 20016 (home)**

**1800 K Street, NW -- Suite 1122
Washington, DC 20006 (office)**

202/625-1117 (h)

202/463-9677 (o)

E-mail: tadaffron@aol.com

EXPERIENCE

Executive Vice President, Chesapeake Enterprises

Washington, DC

May 2001-present

Provide government relations and public affairs consulting services and strategic advice to corporations, trade associations and other clients.

Independent Political and Public Affairs Consultant

Washington, DC

November 1999-April 2001 and September 1998-March 1999

Undertook various specific assignments for a variety of corporate and political clients. Clients included Senator Susan Collins of Maine, Lockheed, and ViTel Net, a high-tech telemedicine solutions provider, among others.

National Campaign Manager, Elizabeth Dole for President

Arlington, Virginia

March-November 1999

Overall director of national presidential campaign. Hired and directed headquarters staff in communications, political affairs, fund-raising, research, accounting, and scheduling/advance. Also hired staff in Iowa, New Hampshire, and South Carolina. Mrs. Dole was generally regarded as the first serious female candidate for President in history, defeating Vice President Gore in national head-to-head general election match-ups. She withdrew due to a lack of adequate funding.


EXHIBIT

Chief of Staff to Senator Fred Thompson (R-TN)

Washington, DC

1994-1998

Administrative supervisor of Washington, DC office and six offices in Tennessee for U.S. Senator. Responsible for all hiring and direction of all departments, including legislation, projects, casework, press, scheduling, clerical functions (a total of approximately 60 employees). Principal liaison to successful 1996 re-election campaign, in which Senator Thompson received over 60 per cent of the vote. Selected for Stennis Fellows program for senior congressional managers, 1997-98.

Senior Vice President & Chief Operating Officer, Baltimore Orioles

Baltimore, Maryland

1990-1994

Hired as Senior Vice President. Responsible for overall supervision of all of the business departments of the American League baseball club that was among the most profitable franchises in baseball. Departments supervised included finance, marketing, sales, public relations, personnel, community relations, publications, stadium operations, ticket office (over 100 full-time employees). Among the senior managers responsible for the opening and operation of the new ballpark at Camden Yards, which received almost universal acclaim. Appointed Chief Operating Officer, April 1992.

Administrative Assistant to Senator William S. Cohen (R-ME)

Washington, DC

1989 to 1990, and 1979-1988

Responsible for managing all facets of the Senate operation, which consisted of approximately 50 employees in Washington and six offices in Maine. Managed Senator Cohen's first two successful Senate election campaigns and was his general and media consultant in the third Senate campaign (1990).

Director of Government and Public Relations, International Paper Company

Augusta, Maine

1988-1989

Served as company's principal liaison with the state government and the news media in the state of Maine. Duties included developing a public affairs strategy for a company mired in a long labor dispute that had been damaging its corporate image, as well as developing better relationships

with the press and state officials.

- 3 -

Administrative Assistant to Representative William S. Cohen (R-ME)

Washington, DC

1973-1979

As chief of staff, supervised 18 employees in Washington and in three offices in Maine. Assisted with media and fundraising aspects of re-election campaigns of 1974 and 1976.

Special Assistant to Senator Charles H. Percy (R-IL)

Washington, DC

1970-1973

Served as the Senator's principal speechwriter for entire tenure on staff. During his successful 1972 re-election campaign, was appointed communications director, with responsibility for supervising the press, speechwriting, and advertising functions.

American Political Science Association Congressional Fellow

Washington, DC

1969-1970

Selected in nationwide competition by APSA to participate in Ford Foundation sponsored project under which journalists and political scientists spend several months in House and Senate offices to learn about the Congressional process. Served in offices of Representative Morris K. Udall (D-AZ) and Senator Percy during fellowship program.

Associate Editor, Wilmington News-Journal

Wilmington, Delaware

1967-1969

Wrote editorials and columns and did page layouts for 130,000-circulation newspapers. Specialized in local and national politics and in education.

Associate Director of Public Relations, University of Chicago

Chicago, Illinois

1965-1967

Supervised a staff of 10 writers and editors in the office, which was responsible for the University's press relations and publications. The University won two national public relations awards for projects in which I was involved.

**General Assignment Reporter and Education Editor, Wilmington
News-Journal**

Wilmington, Delaware
1963-1965

Won several prizes for reporting, including a first place award from the
Pennsylvania Newspaper Publishers Association for a 13-part series on
education.

Volunteer, U.S. Peace Corps

Bangkok, Thailand
1963 (six months)

Taught English and journalism to Thais at college and professional level.
Left Peace Corps due to illness of my wife, who was also a volunteer.

General Assignment Reporter, Miami Herald

Miami, Florida
1962-1963

RELATED PART-TIME EMPLOYMENT

Political consulting in Maine (1982, 1986, 1988, 1990, 1994, and 1996)
Political consulting in Vermont (1980, 1986, and 1988)
Political consulting in Rhode Island (1986)
Political consulting in Connecticut (2000)

EDUCATION

A.B. (English literature), **Brown University**, Providence, RI
M.S. (Journalism), **Columbia University**, New York, NY

(salary information and references available upon request)

RELEASE OF CLAIMS BY JANE DOE

I, _____ (Social Security No. _____), whose home address is _____, understand that the United States Equal Employment Opportunity Commission ("EEOC") filed a Complaint in Intervention against Eagle Global Logistics, a/k/a Eagle U.S.A. Airfreight, Inc. ("Eagle") under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, *et seq.* ("Title VII"), the Age Discrimination in Employment Act ("ADEA"), and the Equal Pay Act ("EPA"). I understand that the EEOC claims in the lawsuit that Eagle discriminated against Blacks, Hispanics, females, and older employees and applicants for employment in violation of Title VII, ADEA, and the EPA. I understand that Eagle absolutely denies the truth of each of the allegations in the Complaint in Intervention and denies that it engaged in any conduct in violation of Title VII, the ADEA, and the EPA. I also understand that a settlement has been agreed to by EEOC and Eagle, _____ and that as part of that settlement, I will be paid \$ _____ (less all applicable withholdings) by Eagle. I understand that I am solely responsible for any local, state, or federal income taxes due on this amount.

In consideration for receiving this amount of money from Eagle, I hereby release Eagle (including its predecessors, successors, parent, subsidiaries, affiliated companies, officers, directors, employees, representatives, and attorneys) from any and all claims arising prior to the date of execution of this Release during or as a result of my employment or my application for employment, including but not limited to any claims that Eagle discriminated against me, harassed me, or retaliated against me in violation of Title VII, the ADEA, the EPA, or any other similar local, state, or federal statute. I understand that the monetary amount stated above is being paid to me and accepted by me in full and final settlement of all such claims.



I have read this release, I understand it, and I am knowingly and voluntarily signing it in exchange for the monetary amount stated above. I have been given twenty-one (21) days to consult with an attorney of my own choosing before signing this Release.

Signature

I, _____, declare, under penalty of perjury, that I have read the Release and that all of the information is true and correct.

Claimant

Date

HOUSTON:126869.1 027613.1001



CLAIM FORM

(Form to be used for applicants and current and former Eagle employees)

DUBE ET AL AND EEOC V. EAGLE GLOBAL LOGISTICS/a/k/a
EAGLE USA AIRFREIGHT, INC., Civil Action No. H-01-0900 (S.D. Tex.)

IT IS IMPORTANT TO READ THE ATTACHED INSTRUCTIONS
BEFORE YOU BEGIN FILLING OUT THIS CLAIM FORM

1. Name: _____
2. Race: (check one): () Black () White () Hispanic
3. Sex: (check one): () Female () Male
4. Birthday _____ / _____ / _____
Month Day Year
5. Social Security Number: _____
6. Current Street Address: _____
7. City/State: _____
8. Zip Code: _____
9. Home Telephone Number: _____
10. Daytime Telephone (for former Eagle employees): _____
- 11(a) Dates of Employment with Eagle: _____
(b) Location of Employment: _____
- 12(a) Position/Title: _____
(b) Current Shift (If still employed): _____
- 13(a) Were you Terminated? () Yes () No
(b) Date of Termination: _____ Job Terminated From: _____
(c) Salary or hourly wage at termination: _____



(d) Why do you believe you were terminated? _____

(e) Who terminated you? _____

14(a) Were you ever demoted? () Yes () No

(b) Date of demotion: _____ Job Demoted From: _____
Job Demoted to: _____

(c) Salary or hourly wage before demotion: _____

(d) Salary or hourly wage after demotion: _____

(e) Who demoted you? _____

(f) Why do you believe you were demoted? _____

(g) Who, if anyone, replaced you? _____

15(a) Were you ever denied a promotion? () Yes () No

(b) Date denied promotion: _____ Position denied: _____

(c) Salary or hourly wage when denied a promotion: _____

(d) Did you apply for/request interest in promotion? _____ Who made promotion
decision? _____

(e) Who was promoted to position you sought? _____

16(a) During your employment with Eagle Global Logistics, did you ever complain about
discrimination or harassment in the workplace? _____

(b) If so, what was the nature of your complaint? _____

(b) To whom did you complain? Date of complaint? _____

(c) What happened after you complaint? _____

17(a) Do you claim that during your employment with Eagle you were denied a grant of stock options because of gender, race or national origin discrimination? _____

(b) If so, what job position did you hold at the time you believe you were entitled to a grant of stock options? _____

(c) Identify the White male(s) at your station who held the same job position that you held who you claim were granted stock options at the time you believe you should also have been granted stock options and, further, identify the number of stock options you believe these individuals were granted. _____

(d) Identify by month and year the date when you contend you were entitled to a grant of stock options. _____

(e) How many stock options do you contend you should have been granted? _____

(f) How long did you continue to be employed with Eagle after the date on which you claim you were entitled to a grant of stock options? _____

(g) If you remained employed with Eagle for less than one (1) year after the date you claim you were entitled to a grant of stock options, please explain why you left your employment with Eagle? _____

If you applied for a job with Eagle, but were never hired or employed by Eagle, answer the following questions.

18(a) Did you apply or attempt to apply for a job with Eagle Global Logistics?() Yes () NO

If your answer to question 17(a) was "Yes", answer b-g below.

(b) List each date on which you applied for a job with Eagle Global Logistics and the position for which you applied:

Date Applied:	Position Applied For:	Location of Application
_____	_____	_____
_____	_____	_____
_____	_____	_____



- (c) Did you submit a written application form to Eagle Global Logistics?
() Yes () No
- (d) Date application submitted. _____
- (e) Did you speak to anyone at Eagle Global Logistics? _____
If so, who? _____
- (f) Did anyone at Eagle Global Logistics ever contact you? () Yes () No
- (g) Were you offered a job at Eagle Global Logistics? () Yes () No
- (h) Briefly describe what happened when you attempted to apply for a job at Eagle Global Logistics. If you applied for a job at Eagle on more than one occasion, describe what happened on each separate occasion.

- (i) Describe your educational background prior to application. _____
- (j) Describe your employment experience prior to application. _____

- (k) If you applied for a Station Manager or Operations Manager position, would you have been willing to relocate to another city in order to accept a job with Eagle?



STATEMENT AS TO PARTICIPATION IN LAWSUIT

CHECK ONLY ONE OF THE FOLLOWING:

_____ **I DO WANT TO PARTICIPATE IN THE EEOC SETTLEMENT INVOLVING EAGLE GLOBAL LOGISTICS DESCRIBED ABOVE.**

_____ **I DO NOT WANT TO PARTICIPATE IN THE EEOC SETTLEMENT INVOLVING EAGLE GLOBAL LOGISTICS DESCRIBED ABOVE.**

MAILING INSTRUCTIONS

After signing below, this Claim Form must be mailed or otherwise delivered to the Claims Administrator _____ so that it is actually received by the _____ no later than _____. The address is as follows:

SIGNATURE

I, _____ (print name) _____, declare, under penalty of perjury that all of the information contained on this form is true and correct.

Claimant

Date

HOUSTON:127727.1 027613.1001



NOTICE OF \$9,000,000 SETTLEMENT

**EEOC AND EAGLE GLOBAL LOGISTICS SETTLE
EMPLOYMENT DISCRIMINATION LAWSUIT**

Equal Employment Opportunity Commission v. Eagle Global Logistics

Civil Action No. H-01-900

U. S. District Court for the

Southern District of Texas

Houston Division

**FOR CURRENT AND FORMER AFRICAN-AMERICAN, HISPANIC
AND FEMALE EAGLE EMPLOYEES AND APPLICANTS
WHO SOUGHT EMPLOYMENT WITH EAGLE**

On _____, the court approved a \$9,000,000 settlement in a class action discrimination lawsuit against Eagle Global Logistics f/k/a Eagle U.S.A. Airfreight, Inc., filed by the United States Equal Employment Opportunity Commission. This settlement includes monetary damages to compensate current and former Eagle employees and applicants who were the alleged victims of discrimination.

African-American, Hispanic, and female employees who believe that they suffered discrimination while employed at Eagle and applicants who believe that they were denied employment may now submit claims forms to share in the Class Fund.

To qualify, you must either have worked at Eagle at any time between January 1, 1995 and April 30, 2000, or applied for employment at Eagle during the period December 1, 1995 to December 31, 2000.

If you wish to make a claim, you can obtain free advice and assistance with filling out your claims form. You may contact _____ and tell them that you wish to make a claim in the Eagle Logistics settlement.

If you wish to participate in distribution of the Class Fund, you must complete and return the Claim Form to the Claims Administrator at the following address _____. For a claim form to be considered, it must be mailed so that it is actually received by the Claims Administrator or postmarked by _____. Any person who fails to submit a completed claim form by this time will not be entitled to receive any monetary relief under the Consent Decree, and will be deemed to be ineligible for and forever barred from receiving any payments from the Class Fund.

Enclosure: Claim Form



PUBLISHED NOTICE

**EEOC AND EAGLE GLOBAL LOGISTICS SETTLE
EMPLOYMENT DISCRIMINATION LAWSUIT**

Equal Employment Opportunity Commission v. Eagle Global Logistics
Civil Action No. H-01-900
U. S. District Court for the
Southern District of Texas
Houston Division

FOR CURRENT AND FORMER AFRICAN-AMERICAN, HISPANIC AND FEMALE EMPLOYEES EMPLOYED BY EAGLE AT ANY TIME BETWEEN JANUARY 1, 1995 AND APRIL 30, 2000, OR APPLICANTS WHO APPLIED FOR EMPLOYMENT AT EAGLE DURING THE PERIOD DECEMBER 1, 1995 TO DECEMBER 31, 2000.

On _____, the court approved a \$9,000,000 settlement in a class action discrimination lawsuit against Eagle Global Logistics f/k/a Eagle U.S.A. Airfreight, Inc., filed by the United States Equal Employment Opportunity Commission. This settlement includes monetary damages to compensate current and former employees and applicants for employment at Eagle who were the alleged victims of discrimination.

African-American, Hispanic, and female employees who believe that they suffered discrimination while employed at Eagle and applicants who were denied employment may now submit claims forms to share in the Class Fund.

TO BE CONSIDERED FOR CASH AWARDS UNDER THE SETTLEMENT, YOU MUST OBTAIN A CLAIMS FORM. THESE FORMS CAN BE OBTAINED BY WRITING OR CONTACTING _____ AT THE FOLLOWING ADDRESS/PHONE NUMBER:

_____.

FOR CLAIMS FORMS TO BE CONSIDERED, THEY MUST BE MAILED TO THE ABOVE ADDRESS AND BE POSTMARKED NO LATER THAN _____. CLAIM FORMS SUBMITTED AFTER THAT DATE WILL NOT BE ALLOWED.



NEWSPAPER LIST

FACILITY CODE	NEWSPAPER NAME
AUS – Austin, TX	Austin American Statesman
CRP – Corpus Christi	Caller Times
DFW – Dallas, Texas	Fort Worth Star Telegram
ELP - El Paso, TX	El Paso Times
IAH – Houston, TX	Houston Chronicle
LIT - Little Rock, AK	Democrat Gazette
LRD – Laredo, TX	Laredo Morning News
MEM – Memphis, TN	Commerical Appeal
MFE – McAllen, TX	McAllen Monitor
OKC – Oklahoma City, OK	Daily Oklahoman
SAT - San Antonio, TX	San Antonio Express
TUL - Tulsa, OK	Tulsa World
ATL – Atlanta, GA	Atlanta Constitution Journal
BHM – Birmingham, AL	Nashville Tennessean
BNA – Nashville, TN	Nashville Tennessean
CAE – Columbia, SC	The State Newspaper
CHS – Charleston, SC	The News Courier
CLT – Charlotte NC	Charlotte Observer
GSP – Greenville, SC	Spartanburg Herald Journal
HSV – Huntsville, AL	Nashville Tennessean
JAN - Pearl, MS	Jackson Clarion Ledger
JAX – Jacksonville, FL	Florida Times Union
MCO - Orlando, FL	Orlando Sentinel
MSY - New Orleans LA	Times Picayune
RDU - Raleigh, NC	New & Observer
SJU - San Juan, Puerto Rico	El Nuevo Dia
TPA - Tampa, FL	Tampa Tribune
TRI - Tri Cities, TN	Johnson City Press
MIA - Miami, FL	Miami Herald – Dada & Broward Section
ABQ - Albuquerque, NM	Albuquerque Journal
ANC - Anchorage, AK	Anchorage Daily News
DEN - Denver, CO	Rocky Mountain News
HNL - Honolulu, HI	Mid-Week
LAS - Las Vegas, NV	Las Vegas Review Journal
LAX - Los Angeles, CA	L. A. Times
ONT - Ontario, CA	Daily Bulletin
PDX - Portland, OR	The Oregonian
PHX - Phoenix, AZ	Arizona Republic
RNO - Reno, NV	Reno Gazette Journal
SAN - San Diego, CA	San Diego Union Tribune
SEA - Seattle, WA	Seattle Times
SFO - San Francisco, CA	San Francisco Chronicle

EXHIBIT

FACILITY CODE	NEWSPAPER NAME
SJC - San Jose	San Juan Mercury News
SLC - Salt Lake City, UT	Salt Lake City Tribune
SMF - Sacramento, CA	Sacramento Bee
TUS - Tucson, AZ	Arizona Daily Star
BUF - Buffalo Border Bridges	Buffalo News
CMH - Columbus, OH	Columbus Dispatch
CVG - Cincinnati, OH	Cincinnati Enquirer
DAY - Dayton, OH	Dayton Daily News
DTW - Detroit, MI	Detroit New Free Press
FWA - Fort Wayne, IN	Journal Gazette
GRR - Grand Rapids D/I	Grand Rapids Press
ICT - Wichita, KS	Wichita Eagle
IND - Indianapolis IN	Indianapolis Star
LEX - Lexington, KY	Lexington Herald Leader
MCI - Kansas City, MO	Kansas City Star
MKE - Milwaukee, WI	Milwaukee Journal Sentinel
MLI - Moline, IL	Daily Dispatch
MSP - Minneapolis, MN	Minneapolis Star Tribune
OMA - Omaha, NE	Omaha World Herald
ORD - Chicago, IL	Chicago Daily Herald
SBN - South Bend, IN	South Bend Tribune
SDF - Louisville, KY	Courier Journal
STL - St. Louis, MO	St. Louis Post Dispatch
ALB - Albany, NY	Times Union
AVP - Olyphant, NY	Scranton Times & Tribune
BDL - Hartford, CT	Hartford Courant
BOS - Boston, MA	Boston Herald
BUL - Buffalo, NY	Buffalo News
BWI - Baltimore, MD	Baltimore Sun
CLE - Cleveland, OH	Cleveland Plain Dealer
EWR - Newark, NJ	Newark Star Ledger
IAD - Dulles, VA	Loudon County Times
JFK - New York, NY	Long Island Newsday
MDT - Harrisburg, PA	York Daily Record
ORF - Norfolk, VA	Virginia Pilot
PHL - Philadelphia, PA	Philadelphia Inquirer
PIT - Pittsburgh, PA	Pittsburgh Post Gazette
RIC - Richmond, VA	Times Dispatch
ROC - Rochester, NY	Rochester Democrat & News
SYR - Syracuse, NY	Herald Journal

HOUSTON:127877.1 027613.1001

RELEASE OF CLAIMS OF DECEASED OR INCOMPETENT CLAIMANT

I, _____ (Social Security No. _____), whose home address is _____, understand that the United States Equal Employment Opportunity Commission ("EEOC") filed a Complaint in Intervention against Eagle Global Logistics, a/k/a Eagle U.S.A. Airfreight, Inc. ("Eagle") under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, *et seq.* ("Title VII"), the Age Discrimination in Employment Act ("ADEA"), and the Equal Pay Act ("EPA"). I understand that the EEOC claims in the lawsuit that Eagle discriminated against Blacks, Hispanics, females, and older employees and applicants for employment in violation of Title VII, ADEA, and the EPA. I understand that Eagle absolutely denies the truth of each of the allegations in the Complaint in Intervention and denies that it engaged in any conduct in violation of Title VII, the ADEA, and the EPA. I also understand that a settlement has been agreed to by EEOC and Eagle, and that as part of that settlement, _____, who is now deceased/legally incompetent is entitled to be paid \$ _____ (less all applicable withholdings) by Eagle. I hereby represent and declare under penalty of perjury that I am the legal representative of _____ to whom these funds may be disbursed on _____'s behalf. I am attaching to this Release a sworn declaration setting forth the fact of my spousal, familial or other legal relationship to the claimant as required by Paragraph 44 of the Consent Decree. I understand that I am solely responsible, on behalf of _____, for any local, state, or federal income taxes due on this amount.

In consideration for receiving this amount of money from Eagle, I, on behalf of _____ and as _____'s legal representative hereby release Eagle (including its predecessors, successors, parent, subsidiaries, affiliated companies, officers,



directors, employees, representatives, and attorneys) from any and all claims arising prior to the date of execution of this Release during or as a result of _____'s employment or _____'s application for employment, including but not limited to any claims that Eagle discriminated against _____, harassed _____, or retaliated against _____ in violation of Title VII, the ADEA, the EPA, or any other similar local, state, or federal statute. I understand that the monetary amount stated above is being paid to me on behalf of _____ and is accepted by me on behalf of _____ in full and final settlement of all such claims.

I have read this release, I understand it, and I am knowingly and voluntarily signing it in exchange for the monetary amount stated above. I have been given twenty-one (21) days to consult with an attorney of my own choosing before signing this Release.

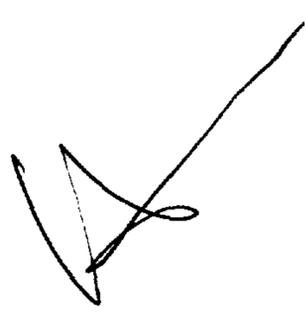
Signature

I, _____, declare, under penalty of perjury, that I have read the Release and that all of the information is true and correct.

Claimant

Date

HOUSTON:126902.1 027613.1001



OPT-OUT FORM

I, _____ (Social Security No. _____), whose home address is _____, understand that the United States Equal Employment Opportunity Commission ("EEOC") filed a Complaint in Intervention against Eagle Global Logistics, a/k/a Eagle U.S.A. Airfreight, Inc. ("Eagle") under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, *et seq.* ("Title VII"), the Age Discrimination in Employment Act ("ADEA"), and the Equal Pay Act ("EPA"). I understand that the EEOC claims in the lawsuit that Eagle discriminated against Blacks, Hispanics, females, and older employees and applicants for employment in violation of Title VII, ADEA, and the EPA. I understand that Eagle absolutely denies the truth of each of the allegations in the Complaint in Intervention and denies that it engaged in any conduct in violation of Title VII, the ADEA, and the EPA. I also understand that a settlement has been agreed to by EEOC and Eagle, and that as part of that settlement, I am eligible to be paid \$ _____ (less all applicable withholdings) by Eagle upon execution of a Release which has been provided to me. I am hereby electing, however, not to participate in the EEOC/Eagle settlement and will instead pursue any claims I may have on my own behalf.

I have read this Opt-Out Form, and I am knowingly and voluntarily signing it.

Signature

I, _____, declare, under penalty of perjury, that I have read this Opt-Out Form and that all of the information is true and correct.

Claimant

Date

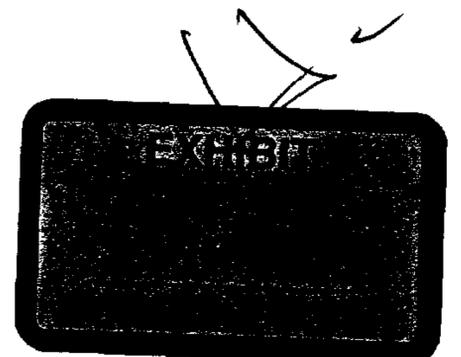
HOUSTON:127398.1 027613.1001



NOTICE

1. This Notice to all current employees of Eagle Global Logistics f/k/a Eagle U.S.A. Airfreight, Inc., is being posted as part of the remedy agreed to between Eagle and the Equal Employment Opportunity Commission ("EEOC") in resolution of a Complaint in Intervention alleging employment discrimination filed by EEOC against Eagle.
2. Federal law requires that there be no discrimination against any employee because of race, age, sex, national origin and retaliation.
3. Eagle is firmly committed to maintaining a zero-tolerance policy concerning race, national origin and sex discrimination, harassment and retaliation against individuals who report harassment or discrimination in the company workplace.
4. Eagle is firmly committed to swiftly and firmly responding to any acts of discrimination, harassment or retaliation of which the company becomes aware and to actively monitoring its workplace in order to ensure tolerance, respect and dignity for all people.
5. Eagle supports and will comply with Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Equal Pay Act and other Federal anti-discrimination laws in all respects and will not take any action against employees because they have exercised their rights under the law by filing charges with the Equal Employment Opportunity Commission and/or testifying, assisting or participating in any manner in any investigation proceeding or hearing under Title VII of the Civil Rights Act of 1964.
6. Eagle will continue to post Eagle's Sexual Harassment Policy in each of its locations in the United States.
7. The posting of the Notice by Eagle does not constitute an admission by Eagle of any liability under Federal law.
8. This Notice shall be posted by Eagle for three years.

SIGNED this _____ day of _____, 2001.



P R E S S R E L E A S E

FOR IMMEDIATE RELEASE

FOR FURTHER INFORMATION

**CONTACT: Katharine W. Kores
Regional Attorney-EEOC
(901) 544-0151
TDD 901/544-0112
FAX 901/544-0111
J. Bradley Green
General Counsel-Eagle
(281) 618-3240
FAX 281/618-3287**

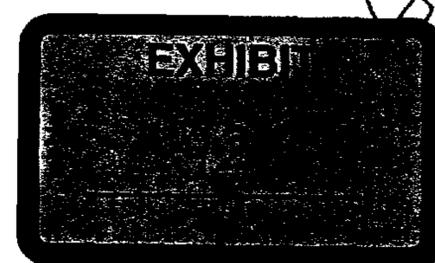
**EEOC AND EAGLE GLOBAL LOGISTICS SETTLE
EMPLOYMENT DISCRIMINATION LAWSUIT WITH
\$9 MILLION CONSENT DECREE**

Voluntary Agreement Resolves Allegations of Discrimination

HOUSTON, TX -- The United States Equal Employment Opportunity Commission and Eagle Global Logistics f/k/a Eagle U.S.A. Airfreight, Inc., announced today that they have reached a \$9,000,000 voluntary settlement which has been submitted for approval by U.S. District Court Judge Lynn Hughes in Houston, Texas. The settlement through a Consent Decree avoids protracted litigation by the EEOC on behalf of a class of African-Americans, Hispanics, and female employees and applicants who were allegedly subjected to race, gender, age, national origin discrimination, and harassment on the basis of sex and retaliation.

In the Commission's Intervention Complaint and the Amended Complaint, the EEOC alleged that Eagle violated Title VII, Equal Pay Act and the Age Discrimination in Employment Act by: failing and or refusing to promote African-Americans, Hispanics, and female employees into managerial and sales positions; failing and/or refusing to recruit and hire these same groups into warehouse, delivery, and truck driver positions, demoting females from managerial positions; imposing disparate discipline to African-Americans,

-more-



Hispanics, and female employees; maintaining a hostile working environment against African-Americans, Hispanics, and females with respect to terms, conditions, and privileges of employment; by failing to adequately investigate incidents of sexual and gender harassment; by failing to maintain proper records regarding applicants for employment positions with Eagle; paying African-Americans, Hispanics and female employees less than Caucasian and/or male employees for performing similar or comparable work; and by discriminating against older female and older African-American employees and applicants for employment. Eagle has denied the allegations made by the EEOC.

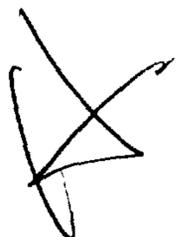
Under the Consent Decree, which will be enforced over the next three years, Eagle will pay a sum of \$8,500,000 for back pay and damages to be allocated to the class members, which consist of African-Americans, Hispanics, and female employees employed by Eagle at any time between December 1, 1995 and December 30, 2000, and former applicants who sought employment at Eagle during the period December 1, 1995 to December 31, 2000. All claimants who assert claims for compensation under the Decree must complete and return a claim form to the claims administrator.

In addition, Eagle will pay \$500,000 to establish a Leadership Development Program. This Program is intended by Eagle and EEOC to benefit minorities and women by preparing them for leadership roles in employment at Eagle. The Program will include the distribution of funds to set up scholarships and facilitate other educational and advancement opportunities for current and prospective Eagle employees.

Eagle also agreed to continue vigorous enforcement of its existing sexual harassment policy and policy prohibiting discrimination. Eagle has agreed to provide annual mandatory training to all supervisors concerning the avoidance of harassment and discrimination (by reason of age, sex, gender, national origin and/or race) and the investigation of complaints of harassment and discrimination; to provide mandatory harassment training to all new employees during employee orientation; to provide mandatory harassment training to all new senior management officials and to provide training to all persons charged with handling complaints of age, race, national origin, gender and/or sexual harassment, sex-based harassment and/or retaliation to educate them on recognizing harassment and discrimination in the workplace and the techniques for investigating and eliminating it.

Katharine W. Kores, EEOC Regional Attorney, said: "This is a fair and equitable settlement for the EEOC and Eagle. This settlement will help to foster a work environment that is free of race, age, sex, national origin, and sex-based harassment and retaliation. It not only provides relief for past discrimination but also an opportunity for qualified African-Americans, Hispanics and females employees to advance in the future with Eagle. In the current economy, it is particularly important to get appropriate relief to victims of discrimination promptly. This settlement allows us to accomplish our mission and avoid protracted and costly litigation."

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Jim Crane, Chief Executive Officer for Eagle stated: "This settlement represents our real commitment to our employees, and, specifically, our ongoing commitment to a productive work environment free of discrimination . Eagle does not and will not tolerate discrimination or harassment in the workplace on the basis of race, age, national origin, gender, nor does Eagle tolerate retaliation against those who might complain of discrimination. While we continue to deny the EEOC's allegations, we feel that it is in the best interest of our Company and its future to resolve this matter at this time in a productive, forward-looking manner. In this regard, and in an effort to provide educational and development opportunities to qualified current and prospective female and minority employees, Eagle has proposed as a part of this resolution with the EEOC, the creation of a Leadership Development Program. Through this Program, we hope to increase the pool of qualified individuals within Eagle for potential advancement at the Company. We also hope to provide meaningful work experience for female and minority students in high school and college in an effort to encourage them to pursue careers with Eagle or other employers in the transportation industry."

The EEOC enforces Title I of the Americans with Disabilities Act of 1990, which prohibits discrimination against people with disabilities in the private sector and state and local governments, Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991, which prohibits discrimination based on race, color, religion, sex, or national origin, the Age Discrimination in Employment Act, the Equal Pay Act, and disability discrimination in the federal sector. Further information about the Commission is available on its Web site at www.eeoc.gov.

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