

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF INDIANA
TERRE HAUTE DIVISION

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

v.

Case No.: TH01-112-C-T/H
Honorable John Daniel Tinder

BEMIS COMPANY, INC.,

Defendant.

CONSENT DECREE

Respectfully Submitted by:

Jean P. Kamp, Esq.
Regional Attorney
EEOC
310 West Wisconsin Avenue, Suite 800
Milwaukee, Wisconsin 53203
(414) 297-1111

Thomas P. Krukowski
Krukowski & Costello, S.C.
7111 West Edgerton Avenue
Milwaukee, Wisconsin 53220
(414) 423-8755

780.

CONSENT DECREE

1. This Consent Decree (the "Decree") is made and entered into by and between Plaintiff United States Equal Employment Opportunity Commission (hereinafter "EEOC") and Defendant Bemis Company, Inc., (hereinafter "Bemis") (EEOC and Bemis are collectively referred to herein as "the Parties").

2. On May 21, 2001, EEOC initiated this action by filing its Complaint against Bemis. EEOC filed its first Amended Complaint on January 11, 2002. EEOC alleges that Bemis violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq. ("Title VII"). On or about February 4, 2002, Bemis filed its Answer and Affirmative Defenses to EEOC's Amended Complaint, denying the allegations contained therein.

3. In the interest of resolving this matter and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by entry of this Decree. This Decree shall not constitute an adjudication and/or finding on the merits of the case. However, with the entry of this Decree by the Court, the claims in this matter shall be dismissed with prejudice, subject to the retention of jurisdiction as set forth in paragraphs 10 and 14 (ii) below.

4. This Decree constitutes the complete agreement between EEOC and Bemis 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, approved by all Parties to this Decree and approved by the Court or ordered by the Court.

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:**

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

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

7. This Decree conforms with the Federal Rules of Civil Procedure and is not in derogation of the rights or privileges of any person.

8. This Decree resolves all claims arising out of EEOC Charges filed by Patricia Y. Lewis, Christian J. Maxwell-Manwaring, Martin W. De Bow, Dedra R. Norton, and Catrina M. Porter, Charge Nos. 240A00859, 240A00861, 240A00986, 240A00999, and 240A01227, respectively, the Complaints filed in this action, and similar claims which have been filed by individuals who receive monetary relief pursuant to this Decree and Bemis is released of all liability for any and all actions and/or events upon which this proceeding was based. 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 "Class Members" (as that term is defined herein) pursuant to this Decree. However, the EEOC agrees that it will not represent Class Members or any other individual in any matter against Bemis, which is the subject of the Complaints in this action, arising before the date this Decree is executed by the EEOC.

9. This Decree comprises the full and exclusive agreement of the parties with respect to the matters discussed herein. 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). This Decree is final and binding upon the Parties, their successors and assigns.

Scope of Consent Decree

10. The duration of this Decree shall be three (3) years from the date of entry of the Decree. During that time, this Court shall retain jurisdiction over this matter and the Parties for purposes of enforcing compliance with the Decree.

General Provisions

11. **Race Harassment.** Bemis and its officers, agents, management (including supervisory employees), successors and assigns, and all those in active concert of participation with them, or any of them, are hereby enjoined from: (i) discriminating against persons on the basis of their race; (ii) engaging in or being a party to any action, policy or practice that is intended to or is known to them to have the effect of harassing or intimidating any employee on the basis of their race; and/or (iii) creating, facilitating or permitting the existence of a work environment that is hostile to employees on the basis of their race.

12. **Retaliation.** Bemis and its officers, agents, management (including supervisory employees), successors and assigns, and all those in active concert or participation with them, or any of them, are hereby enjoined from engaging in, implementing or permitting any action, policy or practice with the purpose of retaliating against any current or former employee of Bemis because he or she opposed any practice of race discrimination or racial harassment made unlawful under Title VII; filed a Charge of Discrimination alleging any such practice; testified or participated in any manner in any investigation (including, without limitation, any internal investigation undertaken by Bemis), proceeding, or hearing in connection with this case and/or relating to any claim of race discrimination or racial harassment; 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.

Monetary Relief

13. Bemis shall pay the gross sum of up to Two Hundred Forty Five Thousand Dollars (\$245,000.00) to be distributed among all "Class Members" named in Exhibit A to this Decree, in a manner deemed appropriate by the EEOC. The amount so distributed, however, will be disclosed to Bemis by confidential exchange of data, in the manner described in paragraph 16 herein. In the event Bemis or any individual Class Member is dissatisfied with the distribution sought by EEOC, Bemis or the individual Class Member may petition Judge Tinder for a fairness hearing, which will be conducted in camera and on the record. Judge Tinder's ruling with respect to the appropriateness of the distribution will be final. None of the amounts paid to Class Members shall be for back pay, but shall constitute compensatory damages under the Civil Rights Act of 1991, 42 U.S.C. § 1981a. The funds will not be distributed by Bemis to a Class Member until the Class Member has agreed to execute an original Settlement Agreement and Release of Claims, reflected in Exhibit B. In the event that one or more Class Member(s) fails to execute Exhibit B, the amount of funds paid shall be reduced by the amount allocated to the non-settling Class Member(s).

Additional Monetary Account

14. Bemis will allocate Fifty-Five Thousand Dollars (\$55,000.00) in an interest bearing account for purposes set forth in this paragraph. These funds will be used for the following purposes:

- (i) to provide a substantial reward or rewards for information leading to the determination, termination and/or criminal prosecution for future acts of racially motivated vandalism or racial harassment which occur at the Bemis Terre Haute

plant. Bemis shall give written notice to the EEOC of any rewards paid and/or offered within thirty (30) days of offer and/or payment; and

(ii) within ninety (90) days after the expiration of the Consent Decree, Bemis must notify EEOC of any remaining funds which have not been used for the purposes noted in paragraph 14(i) above. The remaining funds, if any, will be used by Bemis for diversity training of employees by an outside consultant that would not otherwise have been undertaken by Bemis. Within one hundred and twenty (120) days after the expiration of the Decree, Bemis will forward to the EEOC the name and contact information of the independent company who will be retained according to this paragraph, as well as an outline of the proposed program, after which the EEOC will have thirty (30) days to notify Bemis of any suggestions or objections concerning the independent company and the program content. Bemis will consider the suggestions or objections from the EEOC and make good faith efforts to use the EEOC's suggestions or objections to improve the diversity training. The Court or Judge Hussmann will retain jurisdiction over any dispute regarding this paragraph.

15. All individuals receiving monetary relief under this Decree shall sign an original Settlement Agreement and Release of Claims, reflected in Exhibit B.

Notification of Settlement/Claims Process

16. Within two (2) weeks of entry of the Consent Decree, EEOC shall mail to each Class Member and Bemis a letter notifying them of the estimated amount of the payment to which the Class Member was determined to be entitled. In addition, the letter will inform the Class Members of their right to object to EEOC's determination of monetary compensation, the

address of the court in which the objection must be filed, and that anyone who desires to object to EEOC's determination of monetary compensation may do so by submitting to the court, with a copy to EEOC, within ten (10) days after the date of mailing of EEOC's determination, a written objection. Any such written objection must state the basis for the objection.

17. If there are no objections, within seven (7) days after the time to object has expired, or if there are objections, within fourteen (14) days after resolution of the objection by the court, EEOC shall send a letter to the Class Members confirming the amount of the payment to which the Class Member was finally determined to be entitled. Such letter shall notify each Class Member that in order to receive any monetary payments under this Decree, he or she must execute and deliver to EEOC an executed Settlement Agreement and Release of Claims form, a copy of which is attached hereto as Exhibit B. The letter shall inform each Class Member that such Release must be signed and returned no later than twenty one (21) days after the date on which EEOC mailed the Releases to such individuals.

18. Within twenty one (21) days after the time provided for returning the Releases to EEOC has expired, EEOC shall file with the Court a motion for the Court's approval of the allocation of the money among Class Members. In connection with this motion, EEOC shall file, under seal, a final settlement distribution list which shall contain the name, address and Final Settlement Amount for each Class Member, as well as a copy of the Release signed by each Class Member.

19. Within fourteen (14) days after the Court's approval of the allocation of the money among Class Members, EEOC shall provide the original signed Releases to counsel for Bemis. Within ten (10) days of receipt of the original Releases, Bemis shall send to the Class Members a check, in the amounts approved by the Court, and shall mail such checks, certified

mail, signature required, to the address provided Bemis by the EEOC. Bemis shall simultaneously mail a copy of the check to the EEOC.

Specific Non-Monetary Relief

20. Racial Harassment and Retaliation Training.

- (i) Bemis agrees that it shall continue to provide mandatory racial harassment and retaliation training to all current employees, new employees, supervisors, managers and senior management officials, annually during the term of this decree. Bemis shall provide an outline of such training to the EEOC for its review annually.
- (ii) Bemis agrees that it shall provide a letter from a senior management official that introduces all racial harassment training and communicates Bemis's commitment to its racial harassment policies and procedures.

Posting of Notices & Reporting

21. Bemis, as an indication of the seriousness with which it has taken this matter, will post within the plant a statement crafted by the company indicating a settlement of the matter and emphasizing its continued serious pursuit of a workplace free of a hostile race environment. The notice will include the fact that amounts of a substantial nature are available to persons providing information leading to future acts of racial harassment.

22. Bemis will continue to post, at a significant number of locations within the plant, its mechanism to report incidents of racially hostile conduct. Beginning on January 1, 2005, and every 90 days thereafter, Bemis will forward a report to the EEOC, including any formal complaint of a racially hostile environment made pursuant to Bemis' formal policy, along with

the company's report of its response to that complaint, and a status update of all pending investigations regarding a racially hostile environment.

Notices

24. 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 or sent by first class mail to the following persons:

For EEOC:

Jean P. Kamp, Esq.
Regional Attorney
EEOC
310 West Wisconsin Avenue, Suite 800
Milwaukee, Wisconsin 53203
Facsimile: (414) 297-3146

For Bemis:

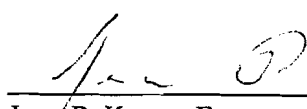
Thomas P. Krukowski
Krukowski & Costello
7111 West Edgerton Avenue
Milwaukee, Wisconsin 53220
Facsimile: (414) 423-1694

Any party may change such addresses by written notice to the other parties, setting for 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.

Agreed to in form and Content:

Dated at Milwaukee, Wisconsin, this 22nd day of September, 2004.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION



Jean P. Kamp, Esq.
Brian Tyndall, Esq.

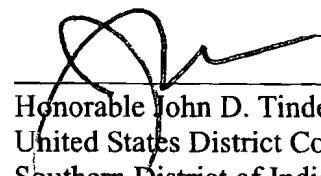
Dated at Milwaukee, Wisconsin, this 22nd day of September, 2004.

KRUKOWSKI & COSTELLO, S.C.



Thomas P. Krukowski, Esq.
Saul C. Glazer, Esq.

SO ORDERED, ADJUDGED AND DECREED THIS 24th day of September, 2004.


Honorable John D. Tinder
United States District Court Judge
Southern District of Indiana

98899/90035-29

EXHIBIT A

The following are Class Members as that term is defined by the Consent Decree:

1. Patricia Y. Lewis
2. Christian J. Maxwell-Manwaring
3. Martin W. DeBow
4. Dedra R. Norton
5. Catrina M. Porter
6. Rondell Shelton
7. Clarence Sandifer
8. Denise Porter
9. Lorita Shauntee
10. Sherry Sweatt
11. Mary Nelson
12. Natalie Smith
13. Twyla Edinburgh
14. Richard Burks
15. Stephanie Torres
16. Patrick Fortson
17. Douglas Parnell
18. Leslie Miller
19. Darnell Porter
20. Curtis Pinner
21. John N. Dickson, Sr.
22. Shannon Towles

EXHIBIT B

Settlement Agreement and Release of Claims

In consideration of the payment to me by Bemis Company, Inc., of _____ Dollars (\$_____) and in consideration of the Consent Decree agreed to by the Equal Employment Opportunity Commission and Bemis Company, Inc, in Civil Action TH01-112 C-T/H, entered by the Court on the ____ day of _____, 2004, of which this Release is a part, I, _____, hereby fully and forever release and discharge Bemis Company, Inc., its successors and assigns, including its present and former directors, officers, employees and agents, from any claim or obligation prior to the date of this release based on racial discrimination or harassment in violation of Title VII of the Civil Rights Act of 1964, including any racial discrimination or harassment claim or obligation which was or could have been raised in Civil Action No. TH01-112 C-T/H.

I agree that I will be solely and individually responsible for paying any and all taxes which may be due and owing, if any, as a result of Bemis Company, Inc.'s payment of the sum set forth above. I acknowledge that I have not relied on any representations made by Bemis Company, Inc., or the EEOC relating in any way to the tax treatment of the payments pursuant to this Agreement.
