

complaint. By entering this Decree, Nelson Tree Service does not admit, nor has this Court made any determination with respect to, the claims that there have been any violations of Title VII or any other applicable statute, regulation or ordinance. Nothing contained in this Decree shall be construed as an admission of liability on the part of Nelson Tree Service.

4. In connection with this Consent Decree, the Charging Party, Timothy Wayne Tims, will enter a separate settlement and release agreement with Nelson Tree Service. The compensatory relief terms are delineated in paragraph 13 of this Decree.

JURISDICTION

5. This Court has jurisdiction over the subject matter of this action and over the parties to this action; and

6. The Commission and Nelson Tree Service have agreed to settle this matter for the relief specified in this Consent Decree; and

7. The parties to this lawsuit agree that this Consent Decree is being entered into for the purpose of resolving disputed claims without the burden, expense or delay of protracted litigation:

Therefore it is **ORDERED, ADJUDGED, AND DECREED**, that:

8. This Consent Decree is entered in full and complete settlement of any and all claims arising out of or asserted in Civil Action No. CV04-2019-S and Charge No. 270-2003-01485, on behalf of Timothy Tims. With the entry of this Consent Decree, Case No. 04-2019-S shall be considered and hereby is dismissed, with prejudice. However, the Court shall retain jurisdiction over all matters relating to the enforcement of this Consent Decree.

9. Neither the negotiation, nor the execution, nor the entry of this Consent Decree shall constitute an acknowledgment or admission of any kind by Nelson Tree Services that its officers, agents or employees have violated or have not been in compliance with Title VII or any other applicable law, regulation or order.

10. Nelson Tree Service agrees that it will not, either through its directors, officers, agents, employees or successors, permit discrimination in the workplace against any applicant for employment or employee based upon such person's sex. Defendant will take prompt and remedial action to correct any discrimination on the basis of sex, specifically including sexual harassment, that may occur.

11. Nelson Tree Services agrees that it will not, either through its directors, officers, agents, employees or successors, permit discrimination in the workplace against any applicant for employment or any employee, particularly any retaliatory action, because the employee or applicant has exercised his or her federally protected right to make a complaint under Title VII, and Defendant will not engage in illegal retaliatory management decisions.

12. Defendant agrees to segregate from any and all of Timothy Tims' personnel files all documents related to Tims' Charge of Discrimination and the Commission's lawsuit. Nelson Tree Service agrees that its managerial employees and Human Resources staff will not reference any of the following to any potential employer of Mr. Tims: Tims' Charge, the Commission's lawsuit, or this Consent Decree entered in the Commission's lawsuit. Defendant further agrees that the sample job reference attached hereto as Exhibit "A" will be used in response to inquiries.

COMPENSATORY RELIEF

13. Defendant shall tender to Timothy W. Tims the gross sum of Ten Thousand (\$10,000.00) Dollars as damages. Defendant may condition this tender to Timothy W. Tims on his execution of a settlement and release agreement. The parties agree that Timothy W. Tims will execute the settlement and release agreement no later than fourteen (14) days after entry of this Consent Decree. At that time, Nelson Tree Service will disburse the settlement funds to Mr. Tims. A copy of the settlement and release agreement will be sent to Mr. Tims, at Post Office Box 1796, Hodge, Louisiana 71247, at least ten (10) days prior to the scheduled date for signing to allow Mr. Tims the opportunity to review the agreement and/or consult with private counsel.

14. The Commission has not sought backpay and/or frontpay on behalf of Tims, thus, the amounts paid are in recognition of the emotional personal injuries Tims has allegedly sustained. As such, there shall be no withholding made from the payment and said payment will be evidenced by an IRS Form 1099. Tims agrees that he will indemnify Defendant, including its officers, owners, agents and employees, from any tax liability, fines and/or interest, regardless against whom levied or assessed, related to or arising from such payment.

15. Within ten (10) days of disbursement of the funds, Defendant shall provide a copy of the check to the Commission. The copy should be sent to Regional Attorney James Sacher, U.S. EEOC, Houston District Office, 1919 Smith Street, 7th Floor, Houston, Texas, 77002-8049.

ANTI-DISCRIMINATORY POLICY

16. Defendant shall continue to enforce its existing policies prohibiting

discrimination and Defendant agrees, during the term of this decree, to maintain an "800" telephone number that allows its employees to reach the employee available to receive anonymous submissions of allegations of discrimination. Defendant shall provide a copy of its policy to the Commission and to Defendant's management staff, foremen, supervisors, and employees who are or became employed in Louisiana during the term of this Consent Decree.

17. Defendants will distribute a Notice to Employees to Defendant's Louisiana employees, with their paychecks, at least once during the first seventy-five days of the Consent Decree period. This Notice is attached hereto as **Exhibit "B."** The Notice to Employees will be distributed two (2) additional times to Defendant's Louisiana employees during the term of the Consent Decree.

ON-THE-JOB DRUG TESTING POLICY

18. Defendant agrees to comply with all applicable federal and state regulations dealing with the administration of drug tests. In so doing, Defendant will continue its efforts to maintain the personal privacy of its employees, as required by law.

TRAINING PROVISION

19. Defendant shall provide at least two (2) managerial training sessions for Louisiana supervisors, during the two (2) year term of the Consent Decree regarding equal employment opportunity rights and responsibilities, with a focus on sexual harassment. The training shall include specific instruction regarding sexual harassment and instruction on avoiding unlawful retaliation against employees who complain about conduct which they believe to be discrimination based on sex. In addition, the training must contain a discussion of "same-sex"

sexual harassment. Proof of course completion shall be provided for all employees who attend this training which includes employee name, signature and social security number (or other identifier such as employee number). Proof of same shall be provided to the EEOC no later than two (2) months after completion of training.

REPORTING PROVISION

20. Nelson Tree Service agrees to keep all records of sexual harassment complaints made by employees under Title VII for two (2) years and agrees to provide the EEOC, every six (6) months for two (2) years, a written report setting forth all complaints of same-sex sexual harassment at its job sites in Louisiana. The reports should set forth an explanation of the investigation and disposition of such complaints, and should have attached all documentation pertaining to each complaint, its investigation, and its disposition. If no complaint is made during the reporting period, a report should be submitted which indicates same.

CONSENT DECREE DURATION AND ENFORCEMENT

21. The Commission may review Defendants' compliance with this Decree in the event there has been a charge or complaint lodged with the Commission by an employee of the Defendant in Louisiana for same-sex sexual harassment. In that case, (1) the Commission shall notify Defendant of the facts supporting the reasonable cause belief of non-compliance and, 2) after fifteen (15) days notice following such notification, the Commission may inspect relevant areas, examine and copy documents and interview employees who have relevant knowledge. Managerial employees may have corporate counsel present during interviews.

22. In the event that Defendant fails to perform its obligations herein, the Commission

is authorized to seek Court-ordered enforcement of this Consent Decree, including sanctions, if required.

23. Should any provision of this Decree be declared or determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Decree.

24. This Decree sets forth the entire agreement between the Commission and Defendant as to the captioned lawsuit, and fully supersedes any and all prior agreements or understandings between the Commission and Defendant pertaining to this lawsuit.

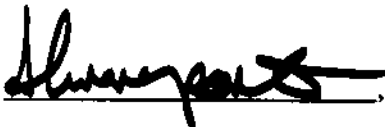
25. The Commission and the Defendant will bear their own attorney's fees and costs incurred in connection with the litigation of this case.

26. This Decree shall remain in effect for a period of two (2) years from the date of its execution. The Commission shall have six (6) months from the end of the effective period of this Decree to commence enforcement actions relative to any violations hereof by Defendant.

27. Each signatory certifies that he or she is authorized to execute this document on behalf of the party or parties whom he or she represents.

28. The Court shall retain jurisdiction to assure compliance with this Consent Decree and to permit entry of such further orders or modifications as may be appropriate.

IT IS SO ORDERED.

THUS DONE AND SIGNED, , Louisiana, this 17th
day of April, 2006.

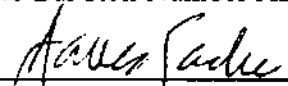

UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:
FOR THE PLAINTIFF:

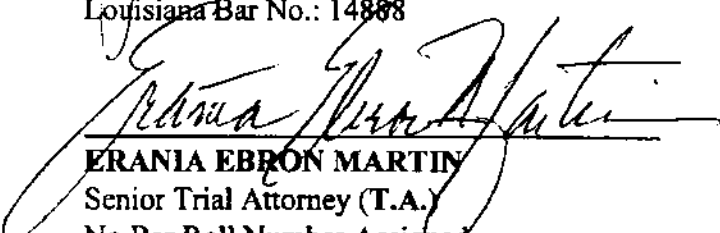
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4/4/06
Date


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Louisiana Bar No.: 14888

4/4/06
Date


ERANIA EBRON MARTIN
Senior Trial Attorney (T.A.)
No Bar Roll Number Assigned

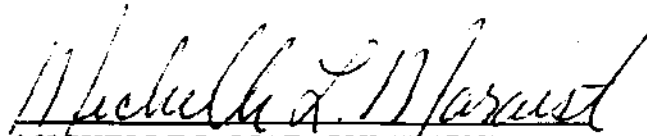
**U.S. EQUAL EMPLOYMENT OPPORTUNITY
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FOR THE DEFENDANT:

4/5/06
Date



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April 6, 2006

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VIA FEDERAL EXPRESS
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Western District of Louisiana
Clerk of Court
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APR 07 2006

ROBERT H. SHEM WELL, CLERK
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT, LOUISIANA

RE: U.S. Equal Employment Opportunity Commission vs. Nelson Tree Service, Inc.
CV04-2019 Division "S"
Judge Stagg
Magistrate Judge Hornsby
Our File No.: 180-03-0466

Dear Mr. Shemwell:

Enclosed please find an original and two photocopies of the Consent Decree that we ask be filed in the above-captioned action and that a stamped copy be returned to us in the enclosed self-addressed and stamped envelope. Please note that the undersigned attempted to file this Consent Decree by U.S. Mail on March 21, 2006; however, to date, it has not yet reached the court. Accordingly, the parties are re-submitting this Consent Decree for filing. Thank you in advance for your assistance.

Sincerely yours,

**BERRIGAN, LITCHFIELD, SCHONEKAS, MANN,
TRAINA and BOLNER, LLC**

Michelle L. Maraist
MICHELLE L. MARAIST

MLM/vo

Encls.

cc: Ms. Erania Ebron Martin w/encl. via federal express