

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION**

**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,**

Plaintiff,

and

ROYAL J. KATZENBERGER,

Plaintiff-Intervenor,

v.

SAMPSON-BLADEN OIL CO., INC.

Defendant.

FILED

3-17-03
DAVID W. DANIEL, CLERK
US DISTRICT COURT, EDNC

**CIVIL ACTION NO.
5:02-CV-129-BO(3)**

CONSENT DECREE

The United States Equal Employment Opportunity Commission (the "Commission") instituted this action to enforce Title I of the Americans with Disabilities Act, 42 U.S.C. §12101, et seq. (the "ADA"). Thereafter, Royal J. Katzenberger (the "Intervenor") intervened, alleging violations of the ADA and of state law. Defendant, Sampson-Bladen Oil Co., Inc., (the "Defendant"), denies violating the ADA or state law in any manner.

The Commission, the Intervenor, and the Defendant hereby stipulate to jurisdiction of the Court over the parties and agree that the subject matter of this action is properly before the Court.

The parties have advised this Court that they desire to resolve the allegations in the Commission's Complaint and the Intervenor's Complaint without the burden, expense, and delay of further litigation.

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It is therefore the finding of this Court, made on the pleadings and the record as a whole, that: (1) the Court has jurisdiction over the parties and the subject matter of this action; (2) the purpose and provisions of the ADA will be promoted and effectuated by the entry of the Consent Decree; and (3) this Decree resolves all matters in controversy between the parties as provided in paragraphs 1 through 18 below.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. Defendant shall not engage in any employment practice which unlawfully discriminates against any employee under the ADA or disclose confidential information concerning its current or former employees' medical condition(s) or history(ies).

2. Defendant shall not discriminate or retaliate against any person because of opposition to any practice made unlawful under the ADA, Title VII of the Civil Rights Act of 1964 or the Equal Pay Act of 1963, or because of the filing of a charge, the giving of testimony or assistance, or the participation in any investigation, proceeding or hearing under any of the foregoing statutes.

3. Defendant shall compensate Royal J. Katzenberger in settlement of the claims raised in this action the sum of twenty seven thousand five hundred dollars (\$27,500.00) in damages and ten thousand dollars (\$10,000) in attorney fees. The total amount of thirty seven thousand five hundred dollars (\$37,5000.00) shall be paid as follows. Within ten (10) days after the Court approves this Consent Decree, Defendant shall mail a check for twenty three thousand seven hundred fifty dollars (\$23,750.00) jointly payable to Royal J. Katzenberger and Mitchell Brewer Richardson Adams Burge & Boughman to Mitchell Brewer Richardson Adams Burge & Boughman, P.O. Box 2917, Fayetteville, NC 28302. Within ten (10) days after the check has been mailed to Mitchell Brewer Richardson Adams Burge & Boughman, Defendant shall mail to

Mindy E. Weinstein, Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery. On or before January 10, 2004, Defendant shall mail a check for thirteen thousand seven hundred fifty dollars (\$13,750.00) payable jointly to Royal J. Katzenberger and Mitchell Brewer Richardson Adams Burge & Boughman to Mitchell Brewer Richardson Adams Burge & Boughman, P.O. Box 2917, Fayetteville, NC 28302. Within ten (10) days after the check has been mailed to Mitchell Brewer Richardson Adams Burge & Boughman, Defendant shall mail to Mindy E. Weinstein, Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery.

4. Defendant agrees to eliminate from the employment records of Royal J. Katzenberger any and all documents and entries relating to the facts and circumstances which led to the filing of this action. Defendant further agrees to provide neutral employment references for Royal J. Katzenberger.

5. Defendant agrees to develop and adopt a written policy prohibiting employment discrimination on the basis of disability. The policy shall, at a minimum, describe the requirements of the ADA, including: (1) the ADA's prohibition of discrimination against qualified disabled employees or applicants for employment with respect to hiring, promotion, termination, compensation, and other terms, conditions or privileges of employment; (2) the ADA's prohibition of disclosing confidential information concerning employees' medical condition(s) or history(ies); and (3) the ADA's requirement that employers provide reasonable accommodation to disabled employees. The policy shall further describe the procedure by which employees may request an accommodation.

6. Within ninety (90) days of the Court's entry of the Consent Decree, Defendant shall distribute the policy adopted pursuant to Paragraph 5 above to all of its employees, supervisors, and managers. Thereafter, Defendant shall distribute the policy to its new employees, supervisors, and managers within thirty (30) days of the commencement of their employment.

7. Defendant agrees to provide training on the policy described in Paragraph 5 to its current employees, supervisors, and managers within ninety (90) days of the entry of the Consent Decree, Defendant further agrees to provide training on the requirements of the ADA to each newly hired employee, supervisor, and manager within thirty (30) days of the commencement of his or her employment.

8. Defendant shall verify to the Commission within 120 days of the entry of the Consent Decree that it has established an ADA training program for its employees. Defendant shall further verify within 120 days of the entry of the Consent Decree that it has conducted the training described in Paragraph 7 above for its existing employees and for any new employees hired within that 120 day period. As part of this verification obligation, Defendant shall report to the Commission the topics covered in that training and verify that all employees attended the training.

9. During the term of this Decree, Defendant agrees to post continuously its ADA policy(ies) on its employee bulletin boards or other locations conspicuous to its employees at each of its North Carolina facilities.

10. For twelve (12) months following the date of entry of the Consent Decree, Defendant shall provide the Commission with semi-annual reports, with the first report being due four (4) months after entry of the Consent Decree. Defendant shall provide the Commission with

the second report six (6) months thereafter. The reports shall contain the following information regarding each employee whose terms and/or conditions of employment have been modified in any way as a result, either in whole or in part, of the employee's medical condition(s): the name, address, telephone number, and social security number of each such employee; a description of the terms and/or conditions of employment that were modified, the reason(s) Defendant modified the employee's terms and/or conditions of employment; and the nature of the employee's medical condition.

11. Defendant agrees that the Commission may upon reasonable notice review compliance with this Decree. As part of such review, the Commission may inspect the premises, interview employees and examine and copy documents relevant to the issues in this Decree.

12. If anytime during the term of this Decree, the Commission believes that Defendant is in violation of this Decree, the Commission shall give notice of the alleged violation to the Defendant. Defendant shall have thirty (30) days in which to investigate and respond to the allegations. Thereafter, the Commission and the Defendant shall have a period of thirty (30) days, or such additional period as may be agreed upon by them, in which to engage in negotiation and conciliation regarding such allegations, before the Commission exercises any remedy provided by law.

13. During the term of this Decree, Defendant shall conspicuously post the attached Employee Notice, marked Appendix A, hereby made a part of this Decree, in a place where it is visible to employees at each of its North Carolina facilities. If the Notice becomes defaced or unreadable, Defendant shall replace it by posting another copy of the Notice.

14. Defendant agrees that all advertisements it places for job vacancies will include a statement that Sampson-Bladen Oil Co., Inc., is an equal opportunity employer that does not

discriminate on the basis of disability, race, sex, national origin, color, religion, age, or any other protected status.


15. Except as otherwise stated in this Decree, each party shall bear its own costs and attorneys' fees in this action.

16. This Court shall retain jurisdiction of this cause for purposes of monitoring compliance with this Decree and entry of such further orders as may be necessary or appropriate.

17. The term of this Decree shall be for twelve (12) months from its entry by the Court.

18. Defendant's consent to this agreement shall not be construed as an admission of liability or of any violation of law or any other act of wrongdoing and Defendant expressly denies that it has violated federal or state law in any respect.

03/14/03
Date



Senior Judge, U.S. District Court
Eastern District of North Carolina


The parties jointly request that the Court approve and enter the Consent Decree:

**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION**

ROYAL J. KATZENBERGER

GWENDOLYN YOUNG REAMS
Associate General Counsel
Equal Employment Opportunity
Commission
1801 "L" Street, N.W.
Washington, D.C. 20507

by: 
COY BREWER
RONNIE M. MITCHELL
Mitchell Brewer Richardson
Adams Burge & Boughman
P.O. Box 2917
Fayetteville, NC 28302
Tel. (910) 678-8900

by: 
MINDY E. WEINSTEIN
Regional Attorney

ATTORNEY FOR INTERVENOR

Equal Employment Opportunity
Commission
129 W. Trade Street, Suite. 400
Charlotte, NC 28202

by: Kerith Cohen
KERITH COHEN
Trial Attorney
Equal Employment Opportunity
Commission
1309 Annapolis Drive
Raleigh, NC 27608
Tel. (919) 856-4148

ATTORNEYS FOR PLAINTIFF

SAMPSON BLADEN OIL CO., INC.

by: Thomas A. Farr
THOMAS A. FARR
Maupin Taylor & Ellis
3200 Beachleaf Ct., Suite. 500
P.O. Box 19764
Raleigh, NC 27619
Tel. (919) 981-4000

ATTORNEY FOR DEFENDANT

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
)	
and)	
)	
ROYAL J. KATZENBERGER)	CIVIL ACTION NO.
)	5:02-CV-129-BO(3)
Intervenor,)	
)	
v.)	
)	
SAMPSON-BLADEN OIL CO. INC.,)	
Defendant.)	
_____)	

NOTICE TO EMPLOYEES

1. Federal law prohibits employers from discriminating against any employee or applicant for employment because of the employee's race, color, religion, sex, national origin, age (40 or older) or disability. Sampson-Bladen Oil Co., Inc. supports and will comply with such federal law in all respects. Specifically, Sampson-Bladen Oil Co., Inc. agrees that it will not discriminate against qualified individuals with a disability.
2. Sampson-Bladen Oil Co., Inc. will not take any actions against employees because they have exercised their rights, reported an alleged violation under the law or given testimony, assistance or participation in any investigation, proceeding or hearing conducted by the U. S. Equal Employment Opportunity Commission.

An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination in the workplace. An employee may contact the U. S. Equal Employment Opportunity Commission at the following address and telephone number for the purpose of filing a charge of employment discrimination.

Equal Employment Opportunity Commission
Raleigh Area Office
1309 Annapolis Drive
Raleigh, North Carolina 27608
Tel: (919) 856-4064

APPENDIX A