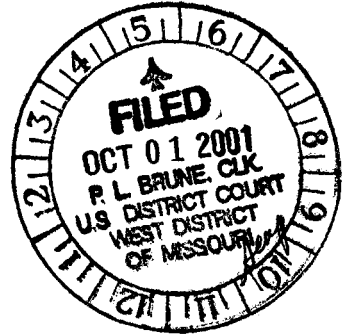


IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
SOUTHWESTERN DIVISION



EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
BOCK TRANSPORTATION, INC.)
)
Defendant.)

)Case No: 00-05087-CV-SW- BC-ECF

CONSENT DECREE

Plaintiff, Equal Employment Opportunity Commission (the "EEOC"), has instituted this action alleging that Defendant, Bock Transportation, Inc. ("Bock"), sexually harassed Lisa Shields, paid Shields a lower salary because of her sex, and denied Shields health insurance benefits for her family because of her sex in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e et seq. (hereinafter "Title VII").

For purposes of settlement and compromise only, the parties have advised the Court that they wish to resolve the instant controversy without the expense, delay, and burden of further litigation;

THEREFORE, it is the finding of this Court, made on the pleadings and on the record as a whole and upon agreement of the parties, that: (i) this Court has jurisdiction over the parties to and the subject matter of this action; (ii) the requirements of Title VII will be carried out by the implementation of this Decree; (iii) this Decree is intended to and does resolve all matters in controversy in this lawsuit among the parties; and (iv) the terms of this Decree constitute a fair and equitable settlement of all issues in this lawsuit.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

I. General Provisions

1. This Decree, being entered with the consent of the parties for purposes of settlement, shall not constitute an adjudication on the merits of this lawsuit and shall not be construed as an admission by Defendant of any violation of Title VII or any executive order, law, rule or regulation dealing with or in connection with sex discrimination in employment, or retaliation for opposing unlawful employment practices.

2. Defendant shall not discriminate with respect to any terms or conditions of employment on the basis of sex or subject any employee to sex discrimination, or sexual harassment.

3. Defendant shall not discriminate or take any adverse employment action against any person because he or she: (a) has opposed any practices alleged in this lawsuit as unlawful under Title VII; (b) has participated in any investigation conducted under Title VII connected with or leading up to this lawsuit; (c) has participated in this lawsuit; or (d) has benefitted or will benefit in any way as a result of this Consent Decree.

II. Relief for Charging Party

1. Defendant will pay a total of \$22,500 ("Settlement Sum"), including backpay, compensatory and punitive damages to Lisa Shields. Shields shall execute a Release to be drafted by Bock. Bock agrees to reimburse Shields for up to \$200 in attorneys fees so that Shields may consult a private attorney prior to signing said Release. Within 10 days after execution of the Decree Defendant will mail two checks to Shields, together totaling the amount of the Settlement Sum, at her current home address, which is 1447 Lombarde Street, Erie, Colorado 80516. One check shall be made payable to Shields in the amount of \$5,000, less the employee's share of applicable federal, state and any other required withholdings. The other

check, which shall be for alleged compensatory damages, shall be made payable to Shields in the amount of \$17,500.

2. Defendant will send a copy of the checks mailed to Shields, as described in Part II, paragraph 1 above, to the EEOC's Regional Attorney in its St. Louis District Office.

3. Defendant will respond to all future employment references concerning Shields by providing a copy of a favorable letter of reference in the form provided on Exhibit A attached hereto, and will make a signed copy of the resulting letter a part of the permanent employment record of Shields.

III. Posting and Policies

1. Defendant shall post and cause to remain posted copies of the "Notice to Employees" attached hereto as Exhibit B, in locations publicly visible to all employees in all facilities owned and operated by Defendant for a period of two (2) years, starting from the date of entry of this Decree.

2. Defendant shall post and cause to remain posted copies of the "Policy on Harassment" attached hereto as Exhibit C, in locations publicly visible to all employees in all facilities owned and operated by Defendant for a period of two (2) years, starting from the date of entry of this Decree.

3. Defendant shall post and cause to remain posted the posters required to be displayed in the workplace by EEOC regulation 29 C.F.R. §1601.30 in all facilities owned and operated by Defendant.

4. Defendant affirms that it has received, through an outside vendor, sexual harassment training which was provided to all management and non-management employees.

IV. Reporting, Record-keeping, and Access

1. During the effective period of this Decree, Defendant shall, within fifteen (15) days of such complaint, provide written notification to the EEOC's Regional Attorney in its St. Louis District Office of any internal complaint of sex discrimination or sexual harassment made by any employee including the name(s) of the complaining employee(s), a description of the investigation of the complaint(s), the finding of the investigation and a description of action taken and/or resolution of the complaint(s).

2. Within forty-five (45) days of the entry of this Decree, Defendant shall prepare and submit to the EEOC's Regional Attorney in its St. Louis District Office a letter affirming that the notices have been posted and that the posters have been posted as required by Section III, above.

3. Within forty-five (45) days of the entry of this Decree, Defendant shall prepare and submit to the EEOC's Regional Attorney in its St. Louis District Office a letter affirming completion of the training referenced in Section III, subsection 4. The letter shall include the names of all employees who attended said training.

V. Term and Effect of Decree

1. By entering into this Decree, the parties do not intend to resolve any charges of discrimination currently pending before the EEOC other than the charge that created the procedural foundation for the complaint in this case.

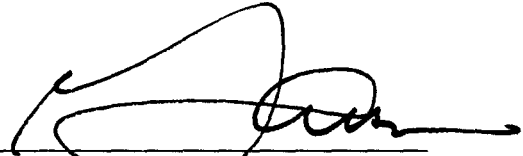
2. Except as set forth in paragraph 3, below, this Decree shall be binding upon the parties hereto, their successors and assigns. Defendant shall affirmatively notify any purchasers of the obligations of this Decree prior to any sale which may take place.

3. This Decree shall be in effect for a period of two (2) years and can only be extended for good cause shown. During the Decree's term, the Court shall retain jurisdiction of this cause for purposes of compliance.

4. Each party shall bear that party's own costs and attorneys' fees.

DATE:

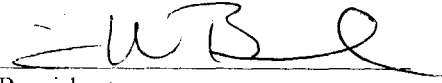
October 1, 2001



ROBERT E. LARSEN
UNITED STATES MAGISTRATE JUDGE

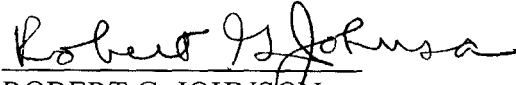
BY CONSENT:

FOR DEFENDANT:

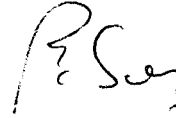


President
Bock Transportation, Inc.

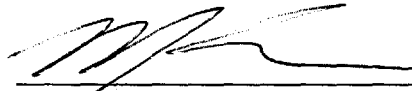
FOR PLAINTIFF:



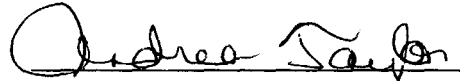
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To Whom it May Concern:

Lisa Shields was employed by Bock Transportation, Inc. from April 97 to August 98 when she voluntarily resigned from her employment. During that time she worked in human resources and safety.

SUB
President

Exhibit A

(Bock Transportation, Inc. letterhead)

NOTICE TO EMPLOYEES

(Bock Transportation, Inc. letterhead)

NOTICE TO EMPLOYEES

Federal law prohibits discrimination against any employee or applicant for employment because of the individual's race, national origin, color, religion, sex, disability or age (forty and over) with respect to hiring, promotion, firing, compensation, or other terms, conditions or privileges of employment. It also prohibits sexual harassment of employees and retaliation against employees because they have opposed practices they believe discriminate or are unlawful on the basis of race, national origin, color, religion, sex, disability or age (forty and over) or because they have filed charges with the EEOC or participated in or cooperated with an EEOC investigation.

Bock Transportation, Inc. supports and will comply with such Federal law in all respects and will not take any action against employees because they have exercised their rights under the law. Specifically, Bock Transportation, Inc. will not tolerate sexual harassment or discrimination against any employee, with regard to the terms and conditions employment because of his or her sex. Furthermore, Bock Transportation, Inc. will not tolerate retaliation against any employee because an employee reports, protests or opposes any employment practice which is believed by such employee to be unlawful under Federal law.

Employees should feel free to report instances of sexual harassment or sex discrimination to any management official at any time. Bock Transportation, Inc. has established policies and procedures to investigate promptly any such reports and to protect the employee(s) making such reports from retaliation.



President

Exhibit B

POLICY ON HARASSMENT

Pursuant to Title VII of the Civil Rights Act of 1964, as amended, it is unlawful for an employer to subject any employee to acts of harassment based upon the employee's sex, race, color, religion or national origin, or to permit or encourage a work environment in which such conduct occurs. It is also unlawful for an employer to retaliate against an employee because the employee opposed or otherwise protested an employment practice which he or she believed to be unlawful under Title VII of the Civil Rights Act of 1964, as amended.

Sexual harassment is defined as any unwelcome sexual advance, requests for sexual favors, or other verbal or physical conduct of a sexual nature where any one of the three criteria below are met:


- 1) Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- 3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive work environment.

Harassment based upon sex, race, color, religion or national origin includes any verbal or other conduct that demeans, insults or intimidates an employee or a group of employees because of their sex, race, color, religion or national origin. Prohibited conduct includes, but is not limited to jokes, labels, names, or stories offensive to a particular group of persons.

It is the policy of Bock Transportation, Inc. to prohibit the types of harassment and retaliation described above. All persons, including supervisors, officers, and owners, who are responsible for such conduct shall be disciplined, and may ultimately be removed from positions involving contact with particular employees or terminated.

Employees also should be aware of the following:

- 1) That the harassment described above is unlawful and such conduct will not be tolerated or condoned by this company;
- 2) That persons subjected to such harassment may complain to anyone in management and that within ten (10) calendar days management shall conduct a full investigation, report back to the complaining individual, and take appropriate action against an offending party;
- 3) That persons who complain shall not be subjected to any retaliation or other adverse action as a result of their complaints.



President
Bock Transportation, Inc.