

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
GREENVILLE DIVISION

FILED

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LARRY W. PROPPS, CLERK  
U. S. DISTRICT COURT

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION, and DON ABRAMS,

Plaintiffs,

v.

FREEMAN MECHANICAL, INC.,  
FMC OF ATLANTA, LLC,  
FMC OF GREENVILLE, INC.,

Defendants.

CIVIL ACTION NO.:  
6-02-1783-25AK

CONSENT DECREE

The Equal Employment Opportunity Commission ("EEOC") instituted this action pursuant to Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-5(f)(1) and (3) ("Title VII") and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a. On October 25, 2002, the Court granted Don Abrams' motion to join the case as a plaintiff. Defendants Freeman Mechanical, Inc. and FMC of Atlanta, LLC, were served with the EEOC's pleading and are in default. Defendant FMC of Greenville, Inc. (FMC) filed an Answer denying liability. The EEOC, Don Abrams and Defendant FMC, agree that the subject matter of this action is proper and hereby stipulate to jurisdiction of the Court over the parties.

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

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 Title VII 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

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paragraphs 1 through 12 below.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. FMC shall not discriminate against employees on the basis of race by denying equal employment opportunities to persons because of their race.
2. FMC shall not discriminate or retaliate against any person because of opposition to any practice made unlawful under Title VII, or because of the filing of a charge, the giving of testimony or assistance, or the participation in any investigation, proceeding or hearing under Title VII.
3. FMC shall pay Don Abrams the sum of Ten Thousand Dollars (\$10,000) in settlement of the claims raised in this action. FMC shall make payment by issuing a check payable to Don Abrams and Attorney James Phillip Brislane, Esq. FMC shall mail the check to Mr. Brislane at the following address: Standeffer Brislane Griffith & Harbin; P.O. Box 35; Anderson, SC 29622. Payment of \$10,000 shall be made within ten days after the Court approves this Consent Decree. Within ten days of issuing payment, FMC 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 their delivery to Mr. Brislane.
4. During the term of this Consent Decree, beginning no later than one hundred and twenty (120) days after entry of the decree by the Court, FMC shall provide company-wide annual training programs to all of its non-probationary employees. However, the training shall also include probationary employees if they are assigned to work as Foremen, Department Superintendents, and Managers. At least fifteen (15) days prior to the training programs, FMC shall provide the EEOC with an agenda for them. The training programs shall include an explanation of the requirements of the federal equal employment opportunity laws, including

Title VII of the Civil Rights Act of 1964, and its prohibition against race discrimination in the workplace, and particularly racial harassment. The training programs shall also include an explanation of the Title VII prohibition against retaliation in the workplace. Within ten (10) days after completion of the training programs, FMC shall certify to the EEOC the specific training program which was undertaken and shall provide the EEOC with a roster of all employees in attendance.

5. During the term of this Decree, FMC 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 assigned to work sites in Anderson and Greenville Counties, South Carolina. If the Notice becomes defaced or unreadable, FMC shall replace it by posting another copy of the Notice.

6. FMC agrees to provide the EEOC with semi-annual reports during the term of this Decree. The first report is due no later than 120 days after the date this Consent Decree is filed. FMC will provide reports every six months thereafter during the term of this Decree. The reports shall include the following information: (a) the identities of all individuals who have complained of or reported race discrimination at any of FMC's facilities, including by way of identification each person's name, home address, home telephone number, social security number, and race; (b) a brief statement regarding the nature of the individual's complaint; and (c) a description of what action FMC took in response to the individual's complaint.

7. FMC will provide Mr. Abrams a neutral reference, which would include position held, rates of pay, and dates of employment, in response to any inquiries regarding his work for FMC. Moreover, in response to any inquiries about Mr. Abrams, FMC will refrain from any negative remarks of any nature whatsoever.

8. FMC agrees that the EEOC may review compliance with this Consent Decree. As part of such review, the EEOC may inspect the premises, interview employees and examine and copy documents. Any inspection for the purpose of satisfying the review component of this provision shall occur after providing FMC with at least three (3) working days of advance notice. The Notice contemplates that the EEOC write to the named representative of FMC, William Andrew Arnold, Esq.; 712 E. Washington St.; Greenville, SC 29601-3035.

9. If anytime during the term of this Consent Decree the EEOC believes FMC is in violation of this Decree, the EEOC shall give written notice of the alleged violation to William Andrew Arnold, Esq., 712 E. Washington St.; Greenville, SC 29601-3035. FMC shall have twenty (20) days in which to investigate and respond to the allegations. Thereafter, the parties 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 EEOC pursues any remedy provided by law.

10. The term of this Decree shall be for two (2) years from its entry by the Court.

11. The parties shall bear their own attorneys' fees and costs.

12. This Court shall retain jurisdiction of this case for purpose of resolving controversies arising under this Decree and for entry of any orders as may be necessary or appropriate.

Florence, SC

Terry L. Wooten

Terry L. Wooten  
United States District Judge

Dated: March 3, 2003

Florence, South Carolina

Pursuant to Local Civil Rule 83.1.08, this order is being sent to local counsel only.

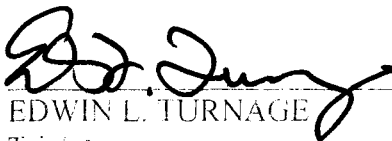
**[Signature pages follow]**

WE CONSENT

Dated this 24<sup>th</sup> day of February, 2005.

GWENDOLYN YOUNG REAMS  
Associate General Counsel

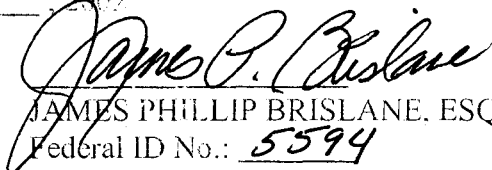
MINDY E. WEINSTEIN  
Regional Attorney



EDWIN L. TURNAGE  
Trial Attorney  
Federal ID# 5189  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
15 S. Main Street, Suite 530  
Greenville, South Carolina 29601  
(864) 241-4406

WE CONSENT

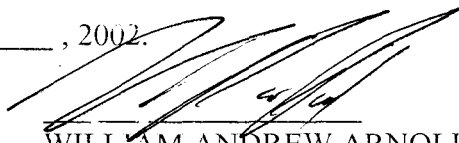
Dated this 14 day of Feb, 2002.



JAMES PHILLIP BRISLANE, ESQ.  
Federal ID No.: 5594  
Attorney for intervenor-Plaintiff Don Abrams  
STANDEFFER BRISLANE  
GRIFFITH & HARBIN  
P.O. Box 35  
Anderson, SC 29622  
(864) 964-0333

WE CONSENT

Dated this 10<sup>th</sup> day of Feb., 2002.



WILLIAM ANDREW ARNOLD, ESQ.  
Federal ID No.: 5947  
Attorney for FMC of Greenville, Inc.  
712 E. Washington St.  
Greenville, SC 29601-3035  
(864) 242-4800