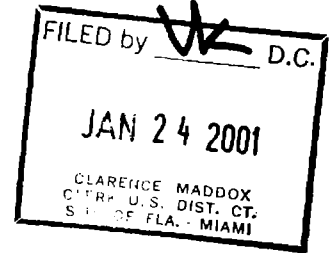


**CLOSED CIVIL
CASE**

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION



EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
Plaintiff,)
v.)
IPC INTERNATIONAL CORPORATION)
Defendant,)
LUIS SOTO, ONASIS GARCIA, and)
JAIME BLANCO,)
Intervenors.)

CIVIL ACTION NO.
99-2623-CIV-KING

CONSENT DECREE

1. This Consent Decree (the "Decree") is made and entered into by and between Plaintiff, the Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC") and Defendant, IPC INTERNATIONAL CORPORATION (hereinafter referred to as "IPC") and LUIS SOTO, OASIS GARCIA, AND JAIME BLANCO (hereinafter referred to as the "Intervenors"). The Commission, IPC, and the Intervenors are collectively referred to herein as "the Parties."

2. On September 30, 1999, EEOC initiated this action by filing its Complaint against IPC International Corporation. EEOC's Complaint alleged that IPC violated Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), and Title I of the Civil Rights Act of 1991. The Commission's Complaint stated that since at least April of 1997 that IPC engaged in unlawful employment practices in Miami, Florida, at the Omni Mall location when it retaliated against

[Handwritten signature]

Heyllene Jimenez, Oasis Garcia, Jamie Blanco, and Luis Soto for complaining to IPC management about racial or national origin discrimination that was being committed by their supervisors. The Commission's Complaint also alleged that IPC retaliated by placing them on unpaid suspension and/or terminating them, and fabricating disciplinary charges and/or subjecting them to heightened scrutiny. Moreover, the Commission's Complaint alleged that IPC retaliated against Heyllene Jimenez by alerting a prospective employer that she had complained of discrimination. Defendant IPC expressly denies the allegations of this lawsuit and denies that it has any liability in this action, and is entering into this Consent Decree as a compromise to avoid incurring the trouble, expense, and uncertainty of time consuming litigation.

3. In the interests 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 Consent Decree. This Decree is final and binding upon the Parties, their successors and assigns.

4. The Parties agree that this Decree resolves all claims arising out of EEOC Charge Numbers 150-97-2688, 150-98-1149, 150-98-1148, and 150-98-1147, and the Complaint filed in this action, and constitutes a complete resolution of all claims under Title VII that were made by the Commission and/or Intervenors in this action.

5. NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings filed by the parties, it is **ORDERED, ADJUDGED AND DECREED THAT:**

JURISDICTION

6. This Court has jurisdiction of the subject matter of this action and over the parties

for the purposes of entering and enforcing this Decree.

7. Venue is proper.

GENERAL INJUNCTIVE PROVISION

8. Defendant IPC, its officers, managers, agents, partners, supervisors, employees, and/or successors, are enjoined from retaliating against any employee at the Omni Mall location, in Miami, Florida, or any employee who has work duties or responsibilities pertaining to the Omni Mall location (whether in Miami, Chicago, or elsewhere), then or now, who opposes any of Defendant's practices which the employee believes to be a violation of the Title VII; who files a charge of discrimination with the EEOC alleging violation(s) of such statute; who cooperates with the EEOC in the investigation and/or prosecution of any charge of discrimination; or who cooperated in the investigation or prosecution of this case. Retaliation would include, but not be limited to, punishing an individual for asserting their rights under Title VII by placing an employee on suspension or terminating the employee, or otherwise subjecting the individual to heightened scrutiny or poor employment references.

TRAINING

9. Defendant IPC has established a written policy of compliance with Title VII, which is attached as Exhibit A. Defendant IPC agrees that all its employees and managers will have been provided with a complete copy of its Title VII policy no later than February 29, 2001.

10. In order to further ensure the effective implementation of Defendant IPC's anti-discrimination policy, IPC will conduct training for all of its managers, supervisory personnel, and employees at the Omni Mall location located in Miami, Florida, or any employee who has work duties or responsibilities pertaining to the Omni Mall location (whether in Miami, Chicago,

or elsewhere) on race and national origin discrimination, and retaliation. Such training will be at least three (3) hours in length and shall be conducted no later than April 30, 2001, and every year after that on an annual basis throughout the duration of this Decree. IPC agrees to provide the EEOC, at least two weeks notice before it conducts its training session(s), with the date(s) and location(s) of the training, copies of all training materials to be used at the training session, the name of the individual(s) who will be providing the training and a list of the names and titles of each employee who will be in attendance at the training. Additionally, IPC will invite EEOC to be in attendance at each training session(s).

POSTING

11. Defendant IPC will post the Notice (attached as Exhibit B) on the employee bulletin board at the Omni Mall location in Miami, Florida, no later than February 29, 2001. Said Notice shall be posted for three (3) years after court approval of this Consent Decree.

MONITORING

12. Defendant IPC will retain all employment records relating in any way to any complaint or allegation of retaliation, race and/or national origin discrimination at any of the Defendant's facilities for the duration of this Decree and as required under federal law.

13. Defendant IPC will provide a copy of this Decree to any employee who requests same.

14. Defendant IPC will certify to the EEOC every six (6) months throughout the duration of this Decree that it is in compliance with all aspects of this Decree. The first such certification will be due no later than May 1, 2001. With each certification the Defendant will further provide the EEOC with the name, address, and phone number of any person who alleges

they have been retaliated against while working at the Omni Mall location in Miami, Florida, during the preceding six (6) months.

MONETARY RELIEF

15. IPC agrees to pay the amount of \$20,000.00 *each* to Heyllene Jimenez, Onasis Garcia, Jamie Blanco, and Luis Soto, as damages sought in this action. Additionally, IPC agrees to pay the private legal counsel, The Law Offices of Neil Flaxman, \$20,000 as attorney fees sought in this action. No later than fifteen (15) business days after the entry of the Consent Decree, Defendant will mail checks to Heyllene Jimenez, Onasis Garcia, Jamie Blanco, Luis Soto, and the Law Offices of Neil Flaxman, at the addresses provided by the Commission, certified mail return receipt, and at the same time copy the Commission on the mailings and the certified return receipts. Said copies should be forwarded to Eve G. Lowe, Esq., United States Equal Opportunity Commission, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131. With respect to the monies paid to the class members for gross backpay, IPC shall be responsible for the payment of the employer's share of any federal, state, and local income taxes. Gross backpay for Heyllene Jimenez is \$5,500 and her nonpecuniary damages is \$14,500. Gross backpay for Onasis Garcia, Jamie Blanco, and Luis Soto is \$20,000 for each individual. IPC will also make the appropriate withholding deductions for federal income tax and employee contributions for Social Security tax. A paycheck stub setting forth the amount paid and the amounts withheld shall accompany each check. IPC will issue IRS form W-2 and 1099 forms as required by law.

16. If the Defendant IPC fails to tender the above-mentioned payments within the fifteen (15) day period agreed upon, the Defendant shall pay interest on the defaulted payment at the rate calculated pursuant to 26 U.S.C. Section 6621(b) until the same is paid, and bear any

additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

LETTERS OF REFERENCE

17. IPC will provide the attached Letters of Reference, on or before February 29, 2001, which are attached as Exhibit C. Should any reference check be made with respect to any of the class members, IPC will not divulge any information other than what is contained within the respective reference letters, absent written consent of the individual for whom the information is being sought about.

ENFORCEMENT OF DECREE

18. The Commission and/or the Law Offices of Neil Flaxman shall have independent authority to seek the judicial enforcement of any aspect, term or provision of this Decree.

COSTS

19. Each Party shall bear its own costs associated with this litigation.

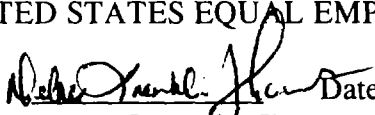
DURATION OF DECREE

20. This Decree shall remain in effect for three (3) years from the date of the Court's execution 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, including such orders as may be required to effectuate its purposes.

AGREED TO:

FOR THE PLAINTIFF,

UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

by:  Date: 1-11-01

Delner Franklin-Thomas

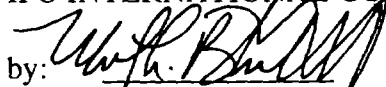
Regional Attorney

Miami District Office


United States Equal Employment Opportunity Commission

One Biscayne Tower, Suite 2700
2 South Biscayne Boulevard
Miami, Florida 33131

AGREED TO:
FOR THE DEFENDANT,
IPC INTERNATIONAL CORPORATION

by:  Date: 1-5-01
Michael Blumenthal, Esq.
CONSTANGY, BROOKS & SMITH, LLC
2600 Grand Boulevard, Suite 300
Kansas City, Missouri 64108-4600

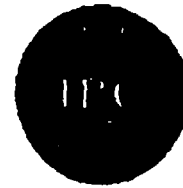
AGREED TO:
FOR THE INTERVENORS,
LUIS SOTO, ONASSIS GARCIA, and JAIME BLANCO

by:  Date: 1/19/2001
Neil Flaxman, Esq.
550 Biltmore Way, Suite 780
Coral Gables, Florida 33134

SO ORDERED, ADJUDGED AND DECREED, this 24 day of Jan,
2001.


JAMES LAWRENCE KING
United States District Judge

WORKPLACE HARASSMENT ZERO TOLERANCE



TO: The Employees of IPC International Corporation

Workplace Harassment is Illegal.

Within IPC International Corporation and throughout the Company's business relationships, conduct which displays professionalism, courtesy and mutual respect is promoted and expected.

Behavior that is either perceived or intended to be harassing or discriminatory is a violation of IPC International Corporation Workplace Harassment - Zero Tolerance Policy.

Individual(s) who violate established Company Policy, or fail to respond once notified of an allegation of Workplace Harassment, are subject to disciplinary action which may include termination for a first time offender.

IPC International Corporation provides its employees a convenient, accessible and appropriately confidential method to report incident(s) of Workplace Harassment via the established Grievance Chain of Command.

Employees who utilize the Grievance Chain of Command shall not be subject to retaliatory action.

To maintain a professional working environment, it is the responsibility of all employees to conduct themselves in a manner above reproach and allegation.

An episode which may constitute Workplace Harassment includes, but is not necessarily limited to, verbal communication via face to face encounters, through the use of the telephone and over the radio, written communication via letters, memos, correspondence and e-mail, non-verbal communication including touching, hugging, kissing, the display of intimidating or sexually suggestive body language or stalking.

The focus and spirit of IPC's Workplace Harassment - Zero Tolerance Policy extends through its established policy of "Off Duty Conduct" which also includes Company sponsored events or activities outside the scope of employment.

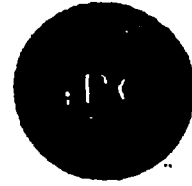
In summation, it is the responsibility of each of us to prevent Workplace Harassment within IPC International Corporation.

Questions, comments, issues or concerns may be directed through the Grievance Chain of Command.

Sincerely,

The Owners, Executives and Managers of IPC International Corporation

WORKPLACE HARASSMENT ZERO TOLERANCE



GRIEVANCE PROCEDURE AND CHAIN OF COMMAND

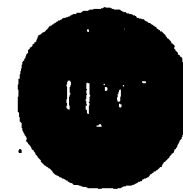
Any individual who feels that he or she has been harassed or is the victim of discrimination at the workplace should immediately report such incident(s) to his/her supervisor, Regional Manager, Group Vice President, Vice President of Operations or the Vice President of Human Resources without fear of reprisal.

Any individual who feels that retaliatory action has taken place at any time because he or she complained of Workplace Harassment should immediately report that action to any of the persons listed above.

Specifically, any individual who perceives that they have been the recipient of Workplace Harassment or discriminatory action is to:

1. Communicate unease and/or disapproval of the behavior directly and immediately to the offender.
2. Document the date, time, location and the nature of the encounter including the names of witnesses and the retention of any evidence.
3. Utilize the Grievance Chain of Command.

WORKPLACE HARASSMENT ZERO TOLERANCE



An individual's Grievance Chain of Command is generally as follows:

[REDACTED]

- OR -

[REDACTED]

- OR -

[REDACTED]

- OR -

[REDACTED]

- OR -

[REDACTED]

- OR -

[REDACTED]

- OR -

[REDACTED]

- OR -

[REDACTED]

At any point in the process, the aggrieved individual may opt to circumvent the Grievance Chain of Command and communicate directly with a member of the Chain of Command whom they are most comfortable and familiar with.

To utilize the Grievance Chain of Command, concern(s) or complaint(s) may be directed verbally or in writing utilizing the "Communicate" Form which is readily available at the end of this section.

EXHIBIT "B" NOTICE

**NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
AND IPC INTERNATIONAL CORPORATION**

This notice is being posted as part of a Consent Decree entered by the Court in Equal Employment Opportunity Commission v. IPC International Corporation, Civil Action No. 99-2623-CIV-King. In accordance with its anti-discrimination policy, IPC International Corporation has agreed that it will not discriminate against employees in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Title VII protects individuals from employment discrimination because of their race, religion, color, sex (including sexual harassment and pregnancy) and/or national origin. Title VII also protects individuals from retaliation for having complained of an unlawful employment practice. IPC International Corporation will not condone discrimination of any kind as set forth under federal law. Moreover, IPC assures its employees that it supports Title VII and will not take any action against an individual because that individual has exercised his or her rights under the law to oppose discriminatory acts or to file charges with the EEOC.

Appropriate corrective action, up to and including termination, shall be taken against any employee (including management personnel) found to violate the policies regarding discrimination.

This notice shall remain posted for three (3) years from the date signed. Employees or applicants for employment who have questions about their rights under Title VII or any other federal anti-discrimination law may telephone the Miami District Office of the Equal Employment Opportunity Commission at 1-800-669-4000 or (305) 530-6006.

Signed this ____ day of _____, 2000.

[insert Human Resources Director's name and position here]

EXHIBIT C - LETTERS OF REFERENCE

(Insert "IPC International Corporation" Letterhead)
(Insert Date)

To Whom It May Concern:

Ms. Helleyne Jimenez was employed here from October 1993 to May 1997. She was hired as a Public Safety Dispatcher and was promoted twice, once to Control Shift Supervisor and later to Shift Supervisor. Her 1995 and 1996 evaluations found Helleyne to be an exceptional employee who excelled and possessed leadership qualities. We found her to be an asset to our organization.

(Insert signature and title of Human Resources
Director)

EXHIBIT C - LETTERS OF REFERENCE

(Insert "IPC International Corporation" Letterhead)

(Insert Date)

To Whom It May Concern:

Mr. Luis Soto was employed by IPC International Corporation for the period beginning January 07, 1996 through the end of January 07, 1998. He began employment as a Public Safety Officer, received three promotions and by December 1997 functioned as a Control Lead Supervisor. During his employment he received a satisfactory evaluation in July 1996 and an exceptional evaluation in June 1997.

(Insert signature and title of Human Resources
Director)

EXHIBIT C - LETTERS OF REFERENCE

(Insert "IPC International Corporation" Letterhead)
(Insert Date)

To Whom It May Concern:

Mr. Onasis Garcia was employed by IPC International Corporation, for the period beginning August 16, 1996 through January 06, 1998. He began employment as a Public Safety Officer and was promoted to Shift Supervisor. During his employment he received a satisfactory evaluation in June 1997.

(Insert signature and title of Human Resources
Director)

EXHIBIT C - LETTERS OF REFERENCE

(Insert "IPC International Corporation" Letterhead)
(Insert Date)

To Whom It May Concern:

Mr. Jaime Blanco was employed by IPC International Corporation, for the period beginning July 08, 1997 through December 29, 1997. Mr. Blanco was employed as a Public Safety Officer. Mr. Blanco was not subject to an evaluation during the course of his employment.

(Insert signature and title of Human Resources
Director)