

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 Defendants of any violation of Title VII or claims made under Missouri state law, or any executive order, law, rule or regulation dealing with or in connection with sex discrimination in employment.

2. Defendants shall not discriminate or retaliate against any person because he or she has opposed any practices alleged in this action as unlawful under Title VII, has participated in an

investigation conducted under Title VII with respect to this complaint, or because he or she has participated in this lawsuit or has benefitted in any way as a result of this Consent Decree.

II. Relief for Charging Party

3. Within ten (10) calendar days of the parties' executing this Consent Decree, Defendants shall forward to David C. Howard and Associates, counsel for Tracy Pickett:

a. A company payroll check made payable to Tracy Pickett in the amount of \$45,000.00, less applicable deductions for FICA, Medicare and federal and state income tax withholdings. Defendants shall also issue a W-2 form to Tracy Pickett for this amount.

b. A check made payable to David C. Howard and Associates in the amount of \$30,000 as attorney fees. Defendants shall also issue a 1099-MISC form for this amount.

4. Within thirty (30) days of the entry of this Decree, Defendants will prepare a letter in the form shown in Exhibit A attached hereto on appropriate Heartland Disposal letterhead, and will make a signed copy of the resulting letter part of Defendant Heartland Disposal's permanent employment record of Tracy Pickett. In case of any inquiries by any prospective employers regarding Tracy Pickett, Defendants will limit their response to the information contained in this letter, which shall be made available to the prospective employer and a copy provided, if requested. Within thirty (30) days of the parties' executing

this consent decree, a copy of this letter shall also be provided to David C. Howard and Associates for Tracy Pickett.

III. Training

5. Within one hundred twenty days (120) after the Consent Decree is approved by the Court, Defendants shall provide mandatory EEO training for all of its owners, managers, supervisors and employees within any facility owned and/or operated by Republic Services, Inc. in the State of Missouri and in or around De Soto, Illinois (to include all facilities in southern Illinois). The training shall cover sexual harassment, sex discrimination, and retaliation under Title VII of the Civil Rights Act. This training shall be presented by a trainer from Barnes & Thornburg law offices. An outline of the material that will be covered at the training is attached hereto as Exhibit B. This training will be completed no later than one hundred and twenty (120) days from the Court's approval of this Consent Decree.

6. Within sixty (60) days of providing any EEO training pursuant to paragraph 5, Defendants shall send to the EEOC's Regional Attorney in its St. Louis District Office the signatures of all trainees specifying their completion of the training. A copy of this signature page is attached as Exhibit E.

IV. Posting and Policies

7. Defendants shall post and cause to remain posted in all of its Missouri sites as well as all of its sites in southern Illinois copies of Republic Services - Sexual Harassment Policy, signed by Republic Services, Inc.'s Chief Financial Officer, including all means of reporting sexual harassment and/or retaliation complaints. The Notice to Employees attached hereto as Exhibit C shall be posted in locations publicly visible to all employees and applicants in all Missouri and southern Illinois facilities owned and/or operated by Republic Services, Inc. for a period of two (2) years starting from the date of entry of this Decree. Defendants shall also distribute to each management official employed at any facility owned and/or operated in Missouri and Southern Illinois by Defendant Republic Services, Inc. a copy of the signed Notice to Employees, attached as Exhibit C, and have each management official sign the statement attached as Exhibit D to indicate that he has received and has read the policy.

V. Reporting, Record-keeping, and Access

8. Within one hundred eighty (180) days of the entry of this Decree, Defendants shall prepare and submit to the EEOC's Regional Attorney in its St. Louis District Office a letter indicating that they have complied with this Consent Decree. The

signed copies of Exhibits D and E shall be enclosed with the letter.

VI. Term and Effect of Decree

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

10. This Decree shall be binding upon the parties hereto, their successors and assigns. Defendants shall affirmatively notify any purchasers of the obligations of this Consent Decree prior to any sale which may take place.

11. The Court shall retain jurisdiction of this cause for purposes of compliance and enforcement.

12. Each party shall bear its own costs.

DATE: August 4, 2003

Audrey G. Heising
UNITED STATES ~~DISTRICT~~ JUDGE
MAGISTRATE

BY CONSENT:

FOR DEFENDANTS:

FOR PLAINTIFF:

John S. Sandberg
JOHN S. SANDBERG
Attorney
Sandberg Phoenix
& von Gontard
One City Center
15th Floor
St. Louis, MO 63101
(314) 231-3332

Robert G. Johnson
ROBERT G. JOHNSON
Regional Attorney

Barbara A. Seely
BARBARA A. SEELY
Supervisory Trial Attorney

Jan Shelly
JAN SHELLY
Senior Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
St. Louis District Office
Robert A. Young Federal Bldg.
1222 Spruce, Room 8.100
St. Louis, MO 63103
(314) 539-7918

PLAINTIFF-INTERVENOR:

Tracy Pickett ^{maiden name} (Golden)
Tracy Pickett

FOR PLAINTIFF-INTERVENOR:

David C. Howard

DAVID C. HOWARD
Attorney

Veronica Johnson

VERONICA JOHNSON
Attorney
DAVID C. HOWARD & ASSOCIATES
393 N. Euclid, Suite 220
St. Louis, MO 63108
phone #(314) 454-1722

AN ORDER, JUDGMENT OR ENDORSEMENT WAS SCANNED, FAXED AND/OR MAILED TO THE
FOLLOWING INDIVIDUALS ON 08/05/03 by cliddy
4:02cv1483 EEOC vs CWI of Missouri, Inc

42:2000e Job Discrimination (Employment)

Bryan Cavanaugh - 110417	Fax: 314-241-7604
David Howard - 3433	Fax: 314-454-1911
Robert Johnson - 10511	Fax: 314-539-7895
Veronica Johnson - 57348	Fax: 314-454-1911
John Sandberg - 4251	Fax: 314-241-7604
Barbara Seely - 10607	Fax: 314-539-7895
Jan Shelly -	Fax: 314-539-7895

SCANNED & FAXED BY

AUG - 5 2003

SAI