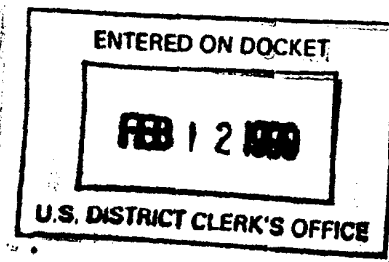


ctj.

ORIGINAL  
CTJ

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION



EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

v.

BODIN CONCRETE, INC.,

Defendant.

CIVIL ACTION NO

3-97-CV-3094-L

U.S. DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS

FILED

FEB 11 1999

NANCY DOHERTY, CLERK

By

Deputy

CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and between the Equal Employment Opportunity Commission ("EEOC") and Bodin Concrete, Inc. ("Bodin") in the United States District Court for the Northern District of Texas, Dallas Division, with regard to the EEOC's Complaint filed on December 18, 1997 ("Complaint"), in Civil Action No. 3-97-CV-3094-L. The Complaint was based upon charges of discrimination filed by Chester Washington, T.W. Williams and Billy Walker ("Charging Parties") against Bodin.

The above referenced Complaint alleges that Bodin engaged in unlawful employment practices at its Rowlett, Texas, facility, in violation of Section 703(a) of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. Section 2000e-2(a).

The EEOC and Bodin agree to compromise the differences embodied in the Complaint, and intend that the terms and conditions of the compromise be set forth in this Consent Decree ("Consent Decree").

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Consent Decree resolves all issues raised in EEOC Charge Nos. 310-97-1036, 310-97-1353, 310-97-1618, 310-96-2595 and 310-97-0919. This Decree further resolves all issues in the Complaint filed by the EEOC in this civil action. The EEOC waives further claims and/or litigation on all issues raised in the above referenced charges and Complaint. The EEOC does not waive processing or litigating charges other than the above referenced charges. The EEOC represents to Bodin that, at this time, no complaint against Bodin is pending except those listed above. In settling this matter, Bodin relies on such representation.

2. The parties agree that this Consent Decree does not constitute an admission by Bodin of any violation of Title VII.

3. Bodin agrees that it shall conduct all employment practices in a manner which does not subject any employee to discrimination under Title VII.

4. Bodin agrees to issue a formal policy on workplace conduct

prohibiting racial harassment and use of racial slurs. This policy should inform employees that the first confirmed violation thereof will lead to the termination of their employment. The policy should also inform Bodin's employees where to report violations of the policy, including the designated company official along with the address and telephone number of the Dallas District Office of the EEOC. Bodin agrees to post a copy of this policy on the employee bulletin board at all Bodin facilities within ten (10) days after the entry of this Consent Decree. Bodin will report to the EEOC that it has complied with this requirement within 14 days after posting the notice.

5. Bodin agrees to report to the EEOC all complaints received by Bodin pursuant to the policy and the company's response to the complaints. However, the EEOC agrees not to initiate contact with a management employee of Bodin without prior notification to counsel for Bodin.

6. For each year that this Consent Decree is in effect, Bodin agrees to conduct training for all employees, including supervisors, managers and hourly workers, advising them of the requirements and prohibitions of Title VII. Specifically, the training will include the topic of racial slurs and the punishment for using racial slurs. The training will also inform the employees of the complaint procedure for those individuals who believe they have experienced racial discrimination. Further, the training will

advise employees, including supervisors and managers, of the consequences of violating Title VII. The training shall be at least two hours in duration. No less than 10 days before the training is conducted, Bodin agrees to give written notice to the EEOC as to the date and location of the training, the name of the person providing the training and the substance of the training.

7. Bodin agrees to remove from all personnel files of the Charging Parties all documents, entries and references, if any, relating to: the facts and circumstances which led to the filing of their charges of discrimination; the charges themselves; and the complaint filed by the EEOC in federal court based upon the charges.

8. Bodin agrees to provide a neutral reference for each of the Charging Parties, stating their positions held, dates of employment and salary, without mention of their discharge or the charges of discrimination that were filed against Bodin.

9. Bodin agrees to pay \$ 25,800.00 in damages; of which Chester Washington will receive \$ 8,600.00, T.W. Williams will receive \$ 8,600.00, and Billy Walker will receive \$ 8,600.00. In addition to the damages listed above, Bodin agrees to provide a release of the judgment obtained against Chester Washington in Cause No. JC-97-277, dated July 24, 1997.

10. The payment referenced in paragraph 9, above, shall be made 10 days after the date of entry of this Consent Decree or

execution of the general releases, including a confidentiality clause, by the individual Charging Parties, whichever is later, by cashier's check made payable to each aggrieved individual. The check and Form 1099 shall be sent by certified mail, return receipt requested, to Ms. Ronetta Francis, EEOC, 207 S. Houston St., Dallas, TX, 75202.

11. All reports to the EEOC required by this Decree shall be sent to Jacqueline R. Bradley, District Director, EEOC, 207 S. Houston St., Dallas, Texas 75202.

12. If Bodin fails to tender payment or otherwise fails to timely comply with the terms of paragraphs 9 and 10, above, Bodin shall:

- a. Pay interest at the rate calculated pursuant to 26 U.S.C. Section 6621(b) on any untimely or unpaid amounts; and
- b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the defendant.

13. Neither the EEOC nor Bodin shall contest the validity of this Consent Decree nor the jurisdiction of the federal district court to enforce this Consent Decree and its terms or the right of either party to the Consent Decree to bring an enforcement action upon breach of any term of this Consent Decree by either such party. Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in the event that Bodin fails to perform the promises and representations contained herein. The

EEOC shall be authorized to seek compliance with the Consent Decree through civil action in the United States District Court. The EEOC also reserves the right to seek contempt sanctions for non-payment and non-compliance with this Consent Decree.

14. The parties to this Consent Decree agree to bear their own costs associated with the above-referenced Complaint.

15. The term of this Decree shall be for eighteen (18) months.

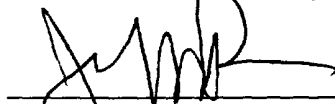
SO ORDERED, ADJUDGED AND DECREED this 10<sup>th</sup> day of

February, 1999.

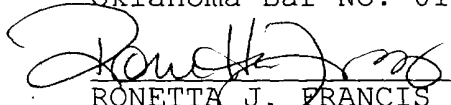
  
U.S. DISTRICT COURT JUDGE


APPROVED AS TO FORM AND SUBSTANCE:

Counsel for the plaintiff:

  
JEFFREY C. BANNON  
Regional Attorney  
Connecticut State Bar No. 301166

ROBERT A. CANINO  
Supervisory Trial Attorney  
Oklahoma Bar No. 011782


  
RONETTA J. FRANCIS  
Senior Trial Attorney  
Virginia Bar No. 39886

  
DEVIKA S. DUBEY  
Senior Trial Attorney  
Hawaii Bar No. 5599

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
207 South Houston Street  
Dallas, Texas 75202  
(214) 655-3334  
(214) 655-3331 (fax)

Counsel for defendant:

  
MARK HOW, ESQ.

  
CAROL C. DONOVAN, ESQ.  
SHORT, HOW, FRELS, TREDoux &  
HEITZ  
700 North Pearl St., Suite 2000  
Dallas, Texas 75201  
(214) 720-2220  
(214) 720-2240 (fax)

CONSENT DECREE