

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION

FILED
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U.S. DISTRICT COURT
STATESVILLE, N.C.

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

GLENDAM. REID

Plaintiff-Intervenor,

v.

JEFFERSON SMURFIT CORP.,

Defendant.

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CIVIL ACTION
NO. 5:98-CV-133-RLV

CONSENT DECREE

This action was instituted by the Equal Employment Opportunity Commission (the "Commission" or the "EEOC") pursuant to Section 706(f)(1) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, *et seq.*, ("Title VII") and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a. Subsequently, Glenda M. Reid (hereinafter "Plaintiff-Intervenor") intervened in this action making similar allegations.

The Commission and the Defendant, Jefferson Smurfit Corporation (U.S.) ("Defendant" or "Jefferson Smurfit"), hereby stipulate to jurisdiction of the Court over the parties in this action. For purposes of settlement and compromise only, the parties wish to resolve the instant controversy without the expense, delay, and burden of further litigation. They desire to resolve the allegations in the EEOC's and Plaintiff-Intervenor's Complaints and Amended Complaints without the burden, expense, and delay of further litigation.

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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 this Consent Decree; and (3) this Decree is intended to and does resolve all matters in controversy in this lawsuit among the parties, and (4) 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. The term "Defendant" includes the named Defendant, Jefferson Smurfit Corporation (U.S.), Smurfit Stone Container, Defendant's and Smurfit Stone Container's affiliated or related corporations or other entities, the former, present, or future employees, officers, agents, directors, and partners of all such corporations or other entities, and the successors and assigns of any and all of them.
2. This Agreement, 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 other executive order, law, rule or regulation. Defendant expressly denies and disputes that it has done anything unlawful. The Commission and Plaintiff-Intervenor acknowledge that this Consent Decree in no way constitutes an admission by Jefferson Smurfit of any unlawful act or of any violation of any statute, regulation, or other provision of statutory, regulatory, or common law, and that Jefferson Smurfit expressly disputes and denies that it has done anything improper or unlawful in

connection with Glenda Reid's employment.

II. Agreements by the Commission

3. The Commission waives and relinquishes every right or privilege to claim, request, or make application for costs or attorneys' fees from Defendant in any way relating to or arising out of the litigation or the underlying charges filed with the Commission. Payment under the terms specified below constitute full satisfaction of any and all claims for such attorneys' fees and costs.
4. The Commission agrees that in the event a press release is issued by it, Defendant is entitled to include the name and telephone number of a company contact person to whom inquiries may be directed.

III. Relief for Plaintiff-Intervenor

5. Defendant agrees to pay to Glenda M. Reid and her Attorney the sum of sixteen thousand nine hundred fourteen dollars and forty cents (\$16,914.40) in two checks: one in the amount of fifteen thousand four hundred fourteen dollars and forty cents (\$15,414.40); a second check made payable to Steven G. Tate, Esquire, in the amount of one thousand five hundred dollars (\$1,500.00), less FICA and other applicable withholding taxes, following (1) receipt of a fully executed copy of this Consent Decree and a separate Settlement Agreement, (2) dismissal of this lawsuit with prejudice, and (3) within ten (10) business days of an Order approving the Defendant's separate settlement with Plaintiff-Intervenor by the U.S. Bankruptcy Court Western District of North Carolina (Bankruptcy Petition #94-50258).

IV. Training and Reporting

6. Defendant further agrees that it shall conduct a training session, within six (6) months of the date of an Order approving the Defendant's separate settlement with Plaintiff-Intervenor by the U.S. Bankruptcy Court Western District of North Carolina (Bankruptcy Petition #94-50258) or the date of the Order dismissing this litigation, whichever is later, for the Managers of the Statesville, North Carolina plant who are responsible for promoting employees at that plant. The training program will include an explanation of the requirements of the federal equal employment opportunity laws, including Title VII. Within thirty (30) days after completion of that training session, Defendant shall certify to the Commission the specific training which was undertaken and shall provide the Commission with the name of all employees in attendance.
7. At the end of the nine (9) month term of the Consent Decree, Defendant shall provide the Commission with a report including the name, address, telephone number, and social security number of any employees at the Statesville, North Carolina facility, if any, who during the nine (9) month period, complained about discrimination based on race or sex and the action taken by Defendant in response to the complaint.
8. Defendant hereby reaffirms that it shall not discriminate against any employee on the basis of race or sex.
9. Defendant agrees to eliminate from the personnel file of Glenda M. Reid all documents relating to the filing of EEOC Charge No. 140970344.

V. Access

10. Defendant agrees that the Commission may review compliance with this Decree upon

reasonable notice by requesting and examining relevant documents.

11. If at any time during the term of this Decree, the Commission believes that the Defendant is in violation of this Decree, the Commission shall, prior to the initiation of any enforcement action, give notice of the alleged violation to the Defendant. Defendant shall have thirty (30) 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 Commission exercises any remedy provided by law.

VI. Term and Effect of Agreement

12. The term of this Decree shall be for nine (9) months from its entry by the Court.
13. This Decree shall be binding upon the parties hereto, their successors and assigns.
14. If any party waives or breaches one or more covenants, terms, or provisions of this Decree, the waiver or breach shall not be construed as a waiver or a subsequent breach of the same or a different covenant, term, or provision.
15. If any clause or provision in this Decree is deemed by a court of competent jurisdiction to be or becomes unenforceable, the remainder of this Decree shall still be in full force and effect.
16. Each party shall bear their own costs and attorney fees.
17. This Court shall retain jurisdiction of this action for purposes of enforcing this Decree and entry of such further orders as may be necessary or appropriate.

1-3-00
Date

Richard L. Forke
Judge, U.S. District Court
Western District of North Carolina

AGREED TO:

JEFFERSON SMURFIT CORPORATION
(U.S.)

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

By: Michelle C. Hamilton
Donald B. Harden, Esquire
Michelle C. Hamilton, Esquire
Fisher & Phillips LLP

By: Mindy E. Weinstein
Mindy E. Weinstein
Regional Attorney

COUNSEL FOR
PLAINTIFF-INTERVENOR

By: Romallus O. Murphy
Romallus Murphy, Esquire