

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS**

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
Plaintiff,)	
)	CIVIL ACTION NO. H-06-3062
vs.)	
)	
MIKE ALBERT LEASING, INC.)	
Defendant.)	

CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and between the Equal Employment Opportunity Commission (the "EEOC") and Mike Albert Leasing, Inc. ("Defendant"), (collectively "the Parties") in the United States District Court for the Southern District of Texas, with regard to the EEOC's Complaint, filed in Civil Action No. H-06-3062. The Complaint was based upon a Charge of Discrimination filed by Fred Reynders ("Mr. Reynders"), Charging Party, against the Defendant, Charge No. 330-2006-01263.

The above referenced Complaint filed by the EEOC alleges that Defendant violated the Age Discrimination in Employment Act ("ADEA") by discharging Mr. Reynders from his position on account of or because of his age. Defendant denies the allegations made in the Complaint filed by the EEOC.

The Parties acknowledge that bona fide disputes and controversies exist

between them, both as to liability and the amount thereof, and by reason of such disputes and controversies, they desire to compromise and settle all claims and causes of action of any kind whatsoever which the Parties have or may have arising out of the transaction or occurrence which is the subject of the Complaint brought by the EEOC.

It is further understood and agreed that this is a compromise of a disputed claim, and nothing contained herein shall be construed as an admission of liability by any Party, all such liability being expressly denied.

The EEOC and Defendant agree to compromise and settle the differences embodied in the Complaint filed by the EEOC, and intend that the terms and conditions of the compromise and settlement 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 the EEOC Charge referenced above. This Decree further resolves all issues in the Complaint filed by the EEOC in this civil action. The EEOC waives any further claims and/or litigation on all issues raised in the above-referenced Charge and Complaint. This Consent Decree

5. Defendant shall complete and post the Notice appended hereto as Attachment "A" on the employee bulletin board at the headquarters of Mike Albert Leasing, Inc., located in Cincinnati, Ohio, and shall distribute the Notice to all employees by email, facsimile transmission, or U.S. mail, within thirty (30) days after the entry of this Consent Decree. Defendant shall report to the EEOC that it has complied with this requirement within fourteen (14) days after posting the Notice. The Notice shall remain posted at all times for four (4) years from the date of signing.

6. Defendant agrees to enforce its policies prohibiting discrimination in the workplace, including age discrimination, and its complaint procedures for employees to notify Defendant of any alleged complaints of discrimination.

7. For each year that the Consent Decree is in effect, Defendant agrees to and shall conduct an annual training session(s) for all supervisory employees, including managers and assistant managers employed by Defendant, advising them of the requirements and prohibitions of the federal anti-discrimination laws with a special emphasis on the ADEA. The training will inform the supervisory employees of the complaint procedure for individuals who believe they have experienced discrimination. The training will also advise the employees of the consequences of violating the federal anti-discrimination laws. The training shall be at least two (2) hours in duration. The first of these sessions shall be held within 120 days of the entry

in no way affects the EEOC's right to process or litigate charges other than the above-referenced charge, and the EEOC makes no waiver of such right.

2. Defendant is hereby enjoined from violating the provisions of the ADEA in all its employment practices. Defendant shall comply with all provisions and requirements of the ADEA and shall conduct all employment practices in a manner which does not subject any employee to discrimination on the basis of age as prohibited by the ADEA. Such employment practices include, but are not limited to, recruiting, screening, interviewing, selecting, disciplining, promoting, demoting, and terminating employees.

3. The Parties further agree that this Consent Decree does not constitute an admission by the Defendant of any violation of any federal law or any law over which the Court has jurisdiction in this matter.

4. Defendant is also hereby enjoined from engaging in any discrimination or retaliation of any kind against any person working for Defendant because of opposition to any practice declared unlawful under the ADEA or because of (1) filing a charge of discrimination; or (2) giving testimony or assistance or participating in any manner in any investigation, proceeding or hearing under the ADEA. Defendant shall take all reasonable and necessary steps to insure that such discrimination or retaliation does not occur within its workplace.

of this Consent Decree. Defendant may elect for the supervisory employees described herein to complete this training in-person, by video presentation, or through on-line training. Defendant may also elect for one (1) hour of the two (2) hours of training required under this paragraph to be fulfilled through attendance at the training described in paragraph 8.

8. Further, for each year the Consent Decree is in effect, Defendant agrees to provide annual general in-person anti-discrimination training sessions for all employees working for Defendant, said training to be at least one (1) hour in duration. The training shall include information about the complaint procedure for individuals who believe they have experienced discrimination. The first of these training sessions shall be held within 120 days of the entry of this Consent Decree. However, employees working outside of the State of Ohio may complete this training in-person, by video presentation, or through on-line training.

9. At least 30 days prior to each in-person and video training session described in paragraphs 7 and 8 of this Consent Decree, Defendant agrees to and shall provide to the EEOC the name of the instructor, his or her title or affiliation (if the training is not provided in-house), and the qualifications of the individual for conducting the training. The curriculum for supervisors shall include training which advises them of the requirements and prohibitions of the federal anti-discrimination

laws with a special emphasis on the ADEA. The curriculum for all employees shall include training regarding the complaint procedure for individuals who believe they have experienced discrimination, and advising the employees of the consequences of violating the federal anti-discrimination laws.

The person who shall administer the training shall be either an attorney(s) or person(s) possessing at least five (5) years of experience in labor and employment law. At least 30 days prior to officially designating any on-line training sessions described in paragraph 7 of this Consent Decree for use by its managers and supervisors, Defendant agrees to and shall provide to the EEOC all of the information described above, to the extent it is available, as well as the name and web address of the resource to be utilized for on-line training.

10. No more than 30 days after each such in-person training session described in paragraphs 7 and 8 of this Consent Decree is conducted, Defendant agrees to and shall provide written notice to the EEOC as to the date and location of the training and the name of the person providing the training. Defendant shall also provide a written acknowledgment of receipt of the training by each and every individual who attends the training, which legibly includes each such individual's name, signature and job title. Defendant may utilize a group sign-in sheet for this purpose so long as all the information required herein is provided. For each video and

on-line training session, Defendant shall provide an individual acknowledgment form to be signed by each individual who completes such a session. The form shall include the name of each such individual, his or her job title, and his or her location by city and state. Defendant may utilize an acknowledgment form supplied by an on-line trainer so long as the form includes the information required herein.

11. Defendant agrees to and shall remove from all its personnel files pertaining to Mr. Reynders all documents, entries and references relating to: the facts and circumstances which led to the filing of his Charge of Discrimination; the Charge itself; and the Complaint filed by the EEOC in federal court based upon the Charge. Defendant shall segregate any such documents and maintain them in a separate litigation file which shall be maintained at a location at its Cincinnati, Ohio office other than the one housing the personnel file of Mr. Reynders. Defendant shall report to the EEOC within 30 days of the entry of this Consent Decree regarding its compliance with this paragraph 11.

12. Defendant agrees to pay to Fred Reynders the total sum of One Hundred Thousand and no/100 dollars (\$100,000.00) (the "Settlement Payment") in full and final settlement of all claims which were or could have been raised in this cause inclusive of costs and attorneys' fees.

13. The Settlement Payment shall be made as set forth in paragraphs 12, 13 and 14. The sum of Sixty-Six Thousand Six Hundred Sixty-Six and 67/100 Dollars (\$66,666.67) ("Payment Portion") shall be tendered to the EEOC within two (2) business days upon entry of this Consent Decree. The EEOC agrees to hold the Payment Portion in trust for the full seven (7) day mandatory period required under the OWPBA after Mr. Reynders has executed the Full and Complete Release and Indemnity Agreement. However, if within this seven day period Mr. Reynders revokes the Full and Complete Release and Settlement Agreement, the EEOC agrees to return the Payment Portion and all parties agree to set a hearing to revise this Consent Decree accordingly. As time is of the essence in the payment of \$66,666.67 to Mr. Reynders, the EEOC may exercise its option to seek immediate judicial enforcement of the payment of the Payment Portion to Mr. Reynders, as set forth in paragraphs 20 and 21 of this Consent Decree. The Parties agree that no one has a claim on any portion of the Payment Portion other than Fred Reynders.

14. The remaining portion of the Settlement Payment in the sum of Thirty-Three Thousand Three Hundred Thirty-Three and 33/100 Dollars (\$33,333.33) (hereinafter "the Remaining Portion"), shall be paid as follows: Defendant shall pay the Remaining Portion into the Registry of the Court within ten (10) days following entry of this Consent Decree by the Court. Such payment shall be made in compliance

with the provisions and procedures set forth at 28 U.S.C. §§ 2041 & 2042, Federal Rule of Civil Procedure 67 and General Orders 83-6 & 88-15.

15. Any withdrawal(s) of the Remaining Portion shall be made pursuant to the order of this Court upon motion filed by the EEOC in compliance with the provisions and procedures set forth at 28 U.S.C. §§ 2041 & 2042, Federal Rule of Civil Procedure 67 and General Orders 83-6 & 88-15.

16. The Parties agree that no one has a claim on any portion of the Remaining Portion other than Fred Reynders and/or Michael Beller. Thus, any costs or legal fees incident to the resolution of any alleged breach of this Consent Decree shall be born by the respective Parties and shall not ever be conceived as a claim against the Remaining Portion. In limiting the stakeholders in this paragraph to Messrs. Reynders and Beller, there is no implication, admission or agreement by either Party that Mr. Beller is entitled to share in any portion of the aforesaid Remaining Portion or the Settlement Payment generally.

17. With regard to each payment of the Settlement Payment and the Remaining Portion, Defendant shall simultaneously report to the EEOC that the payment has been made. All reports to the EEOC required by this Decree shall be sent to Connie K. Wilhite, Trial Attorney, EEOC, 1919 Smith St., 7th Floor, Houston, Texas 77002.

18. This Consent Decree shall be binding on Defendant and all of Defendant's successors-in-interest, and Defendant shall notify all such successors-in-interest of the existence and terms of this Consent Decree.

19. Neither the EEOC nor Defendant shall contest the validity of this Consent Decree nor the retained and continuing jurisdiction of the federal district court to enforce this Consent Decree and to permit entry of such further orders or modifications as may be appropriate.

20. Nothing in this Consent Decree shall be construed to preclude the EEOC from enforcing this Decree in the event Defendant fails to perform the promises, agreements, representations and orders contained herein. The EEOC shall be authorized, upon belief that a material breach of this Consent Decree has occurred, 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/or other non-compliance with this Consent Decree.

21. Prior to seeking enforcement of this Consent Decree, as described in paragraph 20, the EEOC shall provide notice to Defendant of Defendant's non-compliance. For any alleged breach other than non-payment of any portion of the Settlement Payment, the Parties shall mediate the claim of non-compliance by Defendant within thirty (30) days of the date of said notice, with each Party to bear its

own costs. If the Parties are unable to mediate the claim within thirty (30) days of the date of notice by the EEOC due to any failure on the part of Defendant to participate in scheduling or attending said mediation, the EEOC shall be authorized to immediately seek compliance with this Consent Decree through civil action in the United States District Court, as set forth in paragraph 20 of this Consent Decree. For any alleged breach of the payment of any portion of the Settlement Payment, set forth in paragraphs 12, 13 and 14 above, the EEOC shall notify the Defendant of the default, in writing to its undersigned counsel, and shall retain the right to seek immediate judicial enforcement of the specified terms of this Consent Decree if such breach is not corrected within five (5) business days after notice of the breach.

22. Nothing in this Consent Decree shall be construed to preclude the EEOC from filing a separate action under the ADEA or any other statute which the EEOC enforces in the future for any alleged violations by Defendant not resolved by this Consent Decree and the agreements of the Parties set forth herein.

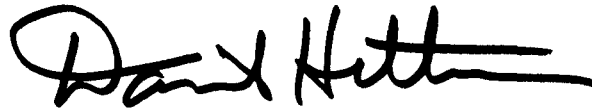
23. The Parties to this Consent Decree agree to bear their own costs and attorney's fees associated with this lawsuit and any dispute related to the Consent Decree.

24. All claims brought by Intervenor Michael Beller ("Intervenor") are hereby dismissed with prejudice in their entirety as against all Parties to this lawsuit in

consideration of the payment of the Remaining Portion of the Settlement Payment, as described in paragraph 14 herein, into the Registry of the Court, and the Full and Complete Release and Indemnity Agreement executed by Intervenor.

25. The term of this Decree shall be for four (4) years.

SO ORDERED, ADJUDGED AND DECREED this 21 day of Feb, 2008.

A handwritten signature in black ink, appearing to read "David Hittner", with a stylized, flowing script.

THE HONORABLE DAVID HITTNER
UNITED STATES DISTRICT COURT JUDGE

AGREED AS TO FORM AND SUBSTANCE:

**FOR THE PLAINTIFF EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION:**

JAMES SACHER, Texas State Bar No. 17503300
Regional Attorney

ROSE ADEWALE-MENDES, Ohio State Bar No. 0024652
Supervisory Trial Attorney

/s/ Connie K. Wilhite
CONNIE K. WILHITE, Texas State Bar No. 00792916
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FOR DEFENDANT MIKE ALBERT LEASING, INC.:

/s/ Patrick Smith, by perm's CKW
PATRICK SMITH, Texas State Bar No. 00797458
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FOR INTERVENTOR, MICHAEL BELLER

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