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Original Consent Decree

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USDC, WESTERN DISTRICT OF LA
ROBERT H. SHEM WELL, CLERK

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SEP 09 2003

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE-OPELOUSAS DIVISION**

DATE 9-12-2003
BY [Signature]

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ROBERT H. SHEM WELL, CLERK
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE, LOUISIANA

CV03-1669

CIVIL ACTION NO.

**U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,**

Plaintiff.

JUDGE DOHERTY

v.

MAGISTRATE JUDGE METHVIN

COASTAL FABRICATION, L.L.C.

Defendant.

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CONSENT DECREE

1. The United States Equal Employment Opportunity Commission ("the Commission") instituted the captioned civil action in the United States District Court for the Western District of Louisiana, charging Coastal Fabrication, L.L.C. ("Coastal Fabrication" or "Defendant"), with violations of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), and alleging that Defendant discriminated against Howard C. Taylor, Jr., ("Mr. Taylor") because of his race (Black), and in retaliation for opposing employment practices made unlawful by Title VII; and
2. Defendant has not admitted and does not admit that it has engaged in any unlawful employment practices; and
3. This Court has jurisdiction over the subject matter of this action and over the parties to this action; and
4. The Commission and Coastal Fabrication have agreed to settle this matter for the relief specified in this Consent Decree; and
5. The parties to this lawsuit wish to resolve all claims and controversies encompassed by this lawsuit without burden, expense or delay of further litigation:

③

Therefore, it is **ORDERED, ADJUDGED, AND DECREED** that:

6. The negotiation, execution and entry of this Consent Decree will resolve any and all claims of alleged Title VII violations brought by the Commission against the Defendant arising out of EEOC Charge Number 270-A2-01610 and the instant action.

7. The purpose of Title VII will be furthered by entry of this Decree, the terms of which constitute a fair and equitable settlement.

8. Neither the negotiation, nor the execution, nor the entry of this Consent Decree shall constitute an acknowledgment or admission of any kind by Coastal Fabrication that its officers, agents or employees have violated or have not been in compliance with Title VII or any other applicable law, regulation or order.

9. This Consent Decree relates only to the violations alleged in EEOC Charge Number 270-A2-01610 and the instant civil action filed by the Commission in the United States District Court for the Western District of Louisiana, Lafayette-Opelousas Division, on September 9 2003.

10. Defendant, its directors, officers, agents, employees and successors or assigns shall not maintain or permit discrimination in the workplace against any applicant for employment or employee based upon such person's race, as complained of in EEOC Charge Number 270-A2-01610. Rather, Defendant will take prompt and remedial action to correct any race discrimination or retaliation that has occurred, as detailed below.

11. Coastal Fabrication, its directors, officers, agents, employees and successors or

assigns shall not maintain or permit discrimination in the workplace against any applicant for employment or any employee, particularly any retaliatory action, because the employee or applicant has exercised their federally protected right to make a complaint under Title VII, and Defendant will not tolerate any retaliatory management decision, as complained of in EEOC Charge Number 270-A2-01610 and the instant action. Rather, Defendant will take appropriate action to correct any retaliation that has occurred against any applicant or employee for exercising their federally protected Title VII civil rights.

12. Defendant agrees to eliminate from the personnel file of Howard C. Taylor, Jr. any and all documents and entries relating to the facts and circumstances which led to the filing of EEOC Charge Number 270-A2-01610 and the related events that occurred thereafter. Defendant further agrees that it will provide Howard C. Taylor, Jr. a job reference per its existing policy for any inquiries about his employment with Coastal Fabrication. A sample of the reference which will be used in response to inquiries is attached hereto as Exhibit A.

13. Within ten (10) days of the entry of this Consent Decree, Defendant shall tender to Mr. Taylor the sum of Ten Thousand Dollars (\$10,000.00) as damages. Defendant may condition this tender to Mr. Taylor on his executing a settlement agreement releasing his claims arising from the events and/or omissions that are the subject of this lawsuit. Defendant further agrees to forward a copy of the check to Keith T. Hill, Regional Attorney, Equal Employment Opportunity Commission, New Orleans District Office, 701 Loyola Avenue, Suite 600, New Orleans, Louisiana, 70113-9936, within thirty (30) days of disbursement.

14. Should Mr. Taylor refuse the tender made by Coastal Fabrication, all terms of this Consent Decree will nevertheless remain in effect. In such event, the Commission will have **RESOLVED** its claims herein with prejudice and withdraw from the instant action and issue Mr. Taylor a Right to Sue notice, thereby leaving Mr. Taylor to pursue whatever claims he may have on his own.

15. Defendant, its directors, officers, agents, employees, successors, and assigns shall not engage in or permit discrimination in the workplace against any employee based upon such person's race and shall not discharge any employee in retaliation for opposing an employment practice made unlawful by Title VII, as complained of in the instant civil action. Defendant further agrees and promises that it shall not retaliate in any way against any person who has participated in any manner in the investigations of this matter by the Commission and by Defendant, respectively.

16. Defendant agrees to implement, distribute and enforce an effective written policy and procedure for preventing and investigating complaints of race discrimination and retaliation. Defendant also agrees to ensure that the Defendant's owners and management staff, particularly its managers and supervisors, have received a copy of the policy. Defendant shall provide to the Commission, within forty-five (45) days of the entry of this Decree, a copy of the policy. The policy must, at a minimum, contain the following elements: A clear explanation of prohibited conduct; assurance that employees who make complaints of race discrimination or retaliation or provide information related to such complaints will be protected against retaliation; a clearly described complaint process that provides accessible avenues of complaint; assurance that the employer will protect the confidentiality of race discrimination or retaliation complaints to the extent possible; a

complaint process that provides a prompt, thorough, and impartial investigation, and assurance that the Defendant will take immediate and appropriate corrective action when it determines that discrimination and/or retaliation has occurred. This policy, once created, will be distributed to all of Defendant's employees and management staff, and shall be included in any relevant policy or employee manuals kept by Defendant's business. The policy will also be posted in a conspicuous and accessible place for all employees and printed in a font that is easily legible (at least 12 point font). This policy will be consistent with law and the Commission's regulations and guidances.

17. All Defendant's management and full-time employees shall be required to attend a training program of at least two (2) hours, regarding equal employment opportunity rights and responsibilities, including racial, gender, religious, age and disability discrimination. A certificate or other proof of course completion by all employees of this training shall be provided to the EEOC no later than one (1) year from the Court's approval of this Consent Decree. Similar training will be provided on an annual basis during the term of this Consent Decree.

18. Coastal Fabrication agrees to keep all records of race discrimination complaints and retaliation complaints made by employees under Title VII for the three (3) year effective period of this Decree and agrees to provide the EEOC, every six (6) months, with a written report setting forth all complaints of race discrimination or retaliation at any of its facilities in the State of Louisiana. The reports should set forth an explanation of the investigation and disposition of such complaints, and should have attached all documentation pertaining to each complaint, its investigation, and its disposition.

19. Defendant agrees that the Commission may review Defendant's compliance with this Decree in the event there is reasonable cause to believe non-compliance exists by: 1) notifying Defendant of the facts supporting the reasonable cause belief of non-compliance and 2) after thirty (30) days following such notification, the Commission may inspect the relevant areas of Defendant's premises relating to the alleged non-compliance, interview employees who have relevant knowledge of the alleged non-compliance and examine and copy documents relevant to the alleged non-compliance.

20. In the event that Defendant fails to perform its obligations herein, Plaintiff EEOC is empowered to enforce this Consent Decree through the applicable judicial enforcement procedures and to seek sanctions which may be due as a result of the need to enforce this Decree.

21. Should any provision of this Decree be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Decree.

22. This Decree sets forth the entire agreement between the Commission and Defendant as to the captioned lawsuit, and fully supersedes any and all prior agreements or understandings between the Commission and Defendant pertaining to the subject matter herein.

23. The Commission and the Defendant will bear their own attorney's fees and costs incurred in connection with the litigation of this case.

24. This Decree shall remain in effect for a period of three (3) years from the date of its execution. The Commission shall have six (6) months from the end of the effective period of this Decree to commence enforcement actions relative to any violation hereof by Defendant. Defendant

agrees to post a Notice to Employees regarding the resolution of this suit for the three (3) term of this Consent Decree. The Notice to Employees is attached hereto as Exhibit B.

25. The Court shall retain jurisdiction of this action for purposes of enforcing this Decree, as appropriate.

IT IS SO ORDERED.

THUS DONE AND SIGNED, Lafayette, Louisiana, this 11
day of Sept, 2003.

[Signature]
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:
FOR THE PLAINTIFF:

JUDGMENT ENTERED
Cory Hillman
BY September 15, 2003
COPY Dutler

ERIC S. DREIBAND
General Counsel
No Bar Roll Number Assigned

GWENDOLYN YOUNG REAMS
Associate General Counsel
No Bar Roll Number Assigned

9/8/03
Date

[Signature]
KEITH T. HILL
Regional Attorney
W.D. Bar Roll No. 800072

9/8/03

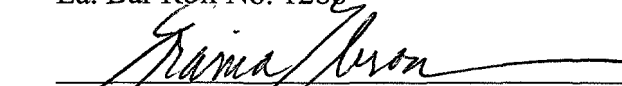
Date



MICHELLE T. BUTLER
Supervisory Trial Attorney
La. Bar Roll No. 1286

9/8/03

Date



ERANIA EBRON
Senior Trial Attorney
No Bar Roll Number Assigned

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

New Orleans District Office
701 Loyola Avenue - Suite 600
New Orleans, Louisiana 70113-9936
Telephone: (504) 589-6817 (Hill)
(504) 589-6950 (Aguilar)
(504) 589-3539 (Ebron)
Facsimile: (504) 589-2805

COUNSEL FOR PLAINTIFF

FOR THE DEFENDANT:

9/2/03

Date



MICHAEL J. JUNEAU ESQ. #18277
The Juneau Firm
The Harding Center
1018 Harding Street, Suite 202
Lafayette, LA 70503
Telephone: (337) 269-0052
Facsimile: (337) 269-0061

COUNSEL FOR DEFENDANT

Exhibit A

Chart Coastal Fabrication Letterhead

Dear Prospective Employer:

We are pleased to provide this information on behalf of Howard Taylor, Jr. Mr. Taylor worked as a laborer with our company from April 17, 2002 until May 10, 2002. We hope that this information has been helpful to you and Mr. Taylor.

Exhibit B

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
NEW IBERIA DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
	CIVIL ACTION NO.
Plaintiff,)	
v.)	
COASTAL FABRICATION, L.L.C.,)	
Defendant.)	

NOTICE TO EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered in Equal Employment Opportunity Commission v. Coastal Fabrication, L.L.C., Civil Action No. XXXXXX, in the United States District Court for the Western District of Louisiana, Lafayette-Opelousas Division.

Federal law prohibits discrimination against any employee or applicant for employment because of the individual's race, color, religion, sex, national origin, disability or age (40 and over), with respect to hiring, promotion, discipline, firing, compensation or other terms, conditions or privileges of employment.

Federal law also prohibits race discrimination in the workplace, such as imposing different forms of discipline, based on race, for employee misconduct; discharge based on race. In addition, federal law prohibits an employer for retaliating against an employee who complains of employment discrimination or who participates in an internal or EEOC investigation of an employee complaint.

Coastal Fabrication supports and will comply with such federal law in all respects. Specifically, Coastal Fabrication, (a) will seek to maintain a work environment that is free of discrimination and retaliation, including racial, gender, religious, age and disability discrimination; (b) will provide annual training to all employees concerning the federal employment discrimination laws, including racial, gender, religious, age and disability discrimination; and, (c) will provide a copy of its discrimination and complaint policy to all employees.

Coastal Fabrication has an equal employment opportunity policy and will ensure that all management, supervisory and other employees abide by the requirements of that policy, and that employees will not be subjected to race discrimination or retaliation.

If you believe that you have been harassed or discriminated against based on your race or in retaliation for complaining about employment discrimination, you should promptly report the discriminatory conduct to XXXXXXXXX, OR THE HUMAN RESOURCES MANAGER OF COASTAL FABRICATION, or to the U.S. Equal Employment Opportunity Commission. This Notice will remain posted for at least three (3) years by agreement with the U.S. Equal Employment Opportunity Commission.

Signed: xxxxxxxxxxxxxx, Owner of Coastal Fabrication _____

DO NOT REMOVE THIS NOTICE UNTIL: _____, 2006.

Original Court decision referred to RFD

U. S. DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
FILED

SEP 09 2003

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAFAYETTE-OPELOUSAS DIVISION

ROBERT H. SHEMWELL, CLERK
BY *Straw* DEPUTY

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

COASTAL FABRICATION, L.L.C.,

Defendant.

CV03-1669 L-0

CIVIL ACTION NO.

JUDGE DOHERTY

COMPLAINT

JURY TRIAL DEMAND

MAGISTRATE JUDGE METHVIN

NATURE OF THE ACTION

This is an action under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 to correct unlawful employment practices on the basis of race, Black, and to provide appropriate relief to Howard C. Taylor, Jr., who was adversely affected by such practices. Howard C. Taylor, Jr. was discharged from his laborer position after his wife phoned Respondent and alleged that Mr. Taylor was being "picked on" because he is Black.

JURISDICTION AND VENUE

1. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343 and 1345. This action is authorized and instituted pursuant to Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964 ("Title VII"), as amended, 42 U.S.C. § 2000e-5(f)(1) and (3), and pursuant to Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

2. The employment practices alleged to be unlawful were committed within the jurisdiction of the United States District Court for the Western District of Louisiana, Lafayette-Opelousas Division.

PARTIES

3. Plaintiff, the Equal Employment Opportunity Commission (the "Commission"), is the agency of the United States of America charged with the administration, interpretation and enforcement of Title VII and is expressly authorized to bring this action by Section 706(f)(1) and (3) of Title VII, 42 U.S.C. § 2000e-5(f)(1) and (3).

4. At all relevant times, Defendant, Coastal Fabrication, L.L.C. (the "Employer"), has continuously been a Delaware Corporation doing business in the State of Louisiana and the City of New Iberia, and has continuously had at least 15 employees.

5. At all relevant times, Defendant Employer has continuously been an employer engaged in an industry affecting commerce under Sections 701(b), (g) and (h) of Title VII, 42 U.S.C. §§ 2000e(b), (g) and (h).

STATEMENT OF CLAIMS

6. More than thirty days prior to the institution of this lawsuit, Howard C. Taylor, Jr. filed a charge with the Commission alleging violations of Title VII by Defendant Employer. All conditions precedent to the institution of this lawsuit have been fulfilled.

7. On or about May 16, 2002, Defendant Employer engaged in unlawful employment practices at its New Iberia, Louisiana facility, in violation of Section 703(a)(1) of Title VII, 42 U.S.C. § 2000e-2(a)(1) and § 704(a) of Title VII, 42 U.S.C. §2000e-3(a). The unlawful practices included discharging Howard C. Taylor, Jr. in retaliation for opposing a practice made unlawful by Title VII. Specifically, Howard C. Taylor, Jr., was discharged, allegedly for tardiness, after his wife complained that he was being "picked on" because of his race, Black. Defendant discharged Howard C. Taylor, Jr. but did not discharge White

employees for the same alleged misconduct.

8. The effect of the practices complained of in paragraph 7 above has been to deprive Howard C. Taylor, Jr. of equal employment opportunities, to retaliate against him for opposing employment practices made unlawful by Title VII and to otherwise adversely affect his status as an employee, because of his race.

9. The unlawful employment practices complained of in paragraph 7 above were intentional.

10. The unlawful employment practices complained of in paragraph 7 above were done with malice or with reckless indifference to the federally protected rights of Howard C. Taylor, Jr.

PRAYER FOR RELIEF

Wherefore, the Commission respectfully requests that this Court:

A. Grant a permanent injunction enjoining Defendant Employer, its officers, successors, assigns, and all persons in active concert or participation with it, from engaging in retaliatory discharge and race discrimination and any other employment practice which is retaliatory or which discriminates on the basis of race.

B. Order Defendant Employer to institute and carry out policies, practices, and programs which provide equal employment opportunities for Blacks and those who have opposed employment practices made unlawful by Title VII, and which eradicate the effects of its past and present unlawful employment practices.

C. Order Defendant Employer to make whole Howard C. Taylor, Jr., by providing appropriate backpay with prejudgment interest, in amounts to be determined at trial, and any other affirmative relief necessary to eradicate the effects of its unlawful employment practices,

including but not limited to providing a neutral job reference and expunging Howard C. Taylor, Jr.'s personnel file to remove all evidence of his charge filed with the EEOC.

D. Order Defendant Employer to make whole Howard C. Taylor, Jr., by providing compensation for past and future pecuniary losses resulting from the unlawful employment practices described in paragraph 7 above, including but not limited to medical expenses, in amounts to be determined at trial.

E. Order Defendant Employer to make whole Howard C. Taylor, Jr., by providing compensation for past and future nonpecuniary losses resulting from the unlawful practices complained of in paragraph 7 above, including but not limited to emotional pain, suffering, inconvenience, loss of enjoyment of life and humiliation, in amounts to be determined at trial.

F. Order Defendant Employer to pay Howard C. Taylor, Jr., punitive damages for its malicious and reckless conduct described in paragraph 7 above, in amounts to be determined at trial.

G. Grant such further relief as the Court deems necessary and proper in the public interest.

H. Award the Commission its costs of this action.

JURY TRIAL DEMAND

The Commission requests a jury trial on all questions of fact raised by its complaint.

Dated this 8th day of September, 2003.

UNITED STATES EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

ERIC S. DREIBAND
General Counsel
No Bar Roll Number Assigned

GWENDOLYN YOUNG REAMS
Associate General Counsel
No Bar Roll Number Assigned

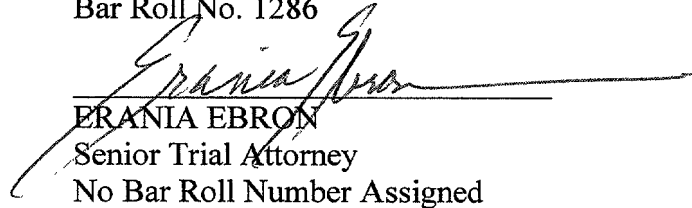
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Please Serve:

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Defendant's Attorney of Record