

IN THE UNITED STATES DISTRICT COURT
 FOR THE NORTHERN DISTRICT OF ALABAMA
 WESTERN DIVISION

EQUAL EMPLOYMENT)	
OPPORTUNITY COMMISSION,)	
)	
Plaintiff,)	Civil Action Number:
)	7:05-CV-2552-LSC
vs.)	
)	CONSENT DECREE
BARLOWORLD HANDLING, L.P.,)	
)	
Defendant.)	
_____)	

I. GENERAL PROVISIONS

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (Title VII) guarantees protected workers that they will be free from employment discrimination on the basis of race, color, religion, sex, or national origin. The Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 621 et. seq. ("ADEA") guarantees protected workers that they will be free from employment discrimination on the basis of age. William Winn filed a charge of discrimination alleging that Barloworld Handling, L.P. discriminated against him in violation of Title VII because of his race (black) and that Barloworld Handling, L.P. discriminated against him in violation of the ADEA because of his age (62) on February 23, 2003. On December 16, 2005, the EEOC filed suit in this Court against Barloworld

Handling, L.P. The EEOC alleged that Barloworld Handling, L.P. discriminated against William Winn by discharging him because of his race, Black and his age, 62. Barloworld Handling, L.P. expressly denies all claims and allegations asserted in the Complaint.

The EEOC and Barloworld Handling, L.P. being aware of the risks, uncertainties and costs of continued litigation, are now desirous of resolving, through this Consent Decree, the claims asserted in the above styled lawsuit.

II. SPECIFIC PROVISIONS

A. This Court has full jurisdiction to decide this controversy as to the EEOC and Barloworld Handling, L.P. The Court has not made any finding that Barloworld Handling, L.P. has engaged in the conduct claimed or has unlawfully discriminated against William Winn in any way. This Court expressly retains jurisdiction for the next 24 months for the purpose of ensuring compliance with this Decree and entry of such further orders as may be necessary to effectuate the purposes of this Decree. Twenty-four (24) months after the entry of this Decree, it will expire without further action by the parties or the Court. It is expressly agreed by the parties that the Court shall retain jurisdiction to enforce this Consent Decree.

B. Nothing herein shall be deemed to be an admission by Barloworld Handling, L.P. that it has at any time, place or in any manner whatsoever, violated

either Title VII, the ADEA or any other statute, rule of law or legally binding regulation concerning William Winn.

C. This Decree, being entered based on the consent of the EEOC and Barloworld Handling, L.P., shall not constitute an adjudication or finding on the merits of the case, nor shall it be used as evidence of a violation of Title VII or other law in any subsequent action by EEOC against Barloworld Handling, L.P., except no party shall be prohibited by this provision from proceeding against any other for noncompliance with any provision of this Decree or any release pursuant to this Decree.

D. This Decree shall fully and finally resolve with prejudice all claims asserted by the Commission in the Complaint, including without limitation the matters alleged in the Charge of Discrimination numbered 130-2003-01918. In addition to this Decree, a separate agreement will be executed between William Winn and Barloworld Handling, L.P. The execution of that release by William Winn is a condition precedent to payment by Barloworld as set forth hereinafter in paragraph E.

E. Barloworld Handling, L.P. agrees to pay a total of \$70,000.00 in full settlement of the claims which are the subject of this lawsuit and Consent Decree. A check in that amount, will be mailed to William Winn by Certified mail within

twenty (20) days after the Court approves this Consent Decree, provided that William Winn has provided to Barloworld any separate release agreed to by he and Barloworld. Copies of the check and the letter sending payment will be mailed to J. Mark Graham, Senior Trial Attorney, EEOC, 1130 22nd Street, South, Suite 2000 Birmingham, AL 35205.

F. Barloworld Handling, L.P. agrees that it will not retaliate against William Winn or any of its former or present employees because such person has filed a Charge of Discrimination, testified, assisted, benefited, or participated in any manner in the investigations, proceedings or hearings in this lawsuit.

G. Barloworld Handling, L.P. represents that it has at all times complied with the requirements of Title VII of the Civil Rights Act of 1964, as amended, and with the Age Discrimination in Employment Act of 1967, as amended. As part of this resolution, Barloworld Handling commits to ensure continued compliance with these laws. To assist in this effort, Barloworld Handling, L.P. will immediately post the notice to employees attached as Exhibit "A" in an area of its facility frequented by all employees on a regular basis. The notice will be posted for a period of ninety (90) days.

H. Within sixty (60) days of the entry of this Decree, Barloworld Handling, LP will provide training for the employees at its Tuscaloosa, Alabama locations as

follows:

1. Barloworld Handling, LP shall provide at least one hour of classroom or other effective interactive training and education regarding discrimination, including racial and age discrimination, to all employees who are employed as of the date of entry of this Consent Decree and to all new employees within three (3) months of their initial employment or rehire. Barloworld Handling, LP shall provide on an annual basis at least one hour of classroom or other effective interactive training and education regarding discrimination, including racial and age discrimination to all employees for the duration of this Consent Decree.

2. The training and education required by this Consent Decree shall include information and practical guidance regarding the federal statutory provisions concerning the prohibition against and the prevention and correction of discrimination, including racial and age discrimination. At a minimum, the training shall explain: (1) what constitutes age discrimination and race discrimination; (2) that Title VII prohibits this misconduct; (3) that employees may complain to management if they feel they have been discriminated against; (4) that the evaluation of managers will consider, among other things, enforcement of Barloworld's anti-discrimination policies. This training will

include an explanation of Barloworld's policies regarding race discrimination and age discrimination. Pursuant to this Decree, Barloworld will also conduct this specific training on at least two (2) more occasions; the second session will be in months 10-12 of the Decree and the third session will be in month 22-24 of the Decree.

3. The training and education for employees may be videotaped for review by absent employees and shall also include practical examples aimed at the prevention of workplace harassment, discrimination, and retaliation. The training shall be presented by trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation and may be presented by Barloworld Human Resources Professionals with such knowledge and expertise.

4. Employees attending the training shall be instructed to sign a registry when they attend the training session or watch a videotape of the training session. Defendant shall keep, for the duration of the Decree, this written record of all employees who attend the training session or watch it on videotape.

5. Barloworld Handling, L.P. may add to this training depending on its needs. The EEOC shall be given at least 15 days advance notice of the date, time,

location and substance of the initial training and shall be permitted to attend and observe the planned training upon giving reasonable notice to Barloworld.

I. Within ninety (90) days of the entry of this Consent Decree, Barloworld Handling, L.P. will provide the Birmingham District Office of the Equal Employment Opportunity Commission with proof of the action taken to inform and train its personnel as outlined in paragraph H above and thereafter will supplement the report to include any additional training that occurs for the duration of this Consent Decree. The report(s) will be mailed to Regional Attorney, Birmingham District Office of the Equal Employment Opportunity Commission (EEOC), 1130 22nd Street, South, Suite 2000 Birmingham, AL 35205.

J. Barloworld Handling, L.P. maintains an anti-discrimination policy and complaint procedure. A copy of that policy and procedure will be posted in the same locations as the notices referred to in paragraph G above. Additionally, an individual copy of the policy and procedure will be made available to all employees.

K. Each party shall bear their own attorney's fees and costs. The EEOC is not seeking attorney's fees or costs against Barloworld Handling, L.P. Barloworld Handling, L.P. will not seek attorney fees or costs against the EEOC.

L. The parties agree that upon entry of this Decree, they will sign a joint Motion to Dismiss this action, with prejudice subject to this Decree.

ORDERED and ADJUDGED this ____ day of _____, 2006.

UNITED STATES DISTRICT JUDGE

Exhibit "A"

NOTICE TO EMPLOYEES

Federal law requires that there be no discrimination against any employee or applicant for employment because of the individual's race, color, religion, sex, national origin or age (40 and over) with respect to hiring, promotion, firing, compensation or other terms, conditions or privileges of employment.

Barloworld Handling, L.P. strongly supports and complies with Federal Anti-Discrimination Law in all respects and will not take any action against employees because they have exercised or exercise their rights under the law.

Barloworld Handling, L.P. has an anti-discrimination policy and complaint procedure. A copy of that policy and procedure is available to all employees in the company's office.

Barloworld Handling, L.P.

BY: _____
Its (Official Title)