

FILED
JUL 31 2001
CLERK, U.S. DISTRICT COURT
SOUTHERN DISTRICT OF CALIFORNIA
BY *[Signature]* DEPUTY

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20 VULCAN MATERIALS CO.

21 UNITED STATES DISTRICT COURT
22 SOUTHERN DISTRICT OF CALIFORNIA

23 U.S. EQUAL EMPLOYMENT) CASE NO. 00cv0779 B (RBB)
24 OPPORTUNITY COMMISSION,)
25 Plaintiff,) CONSENT DECREE
26 v.)
27 VULCAN MATERIALS CO., d/b/a)
28 CALMAT CO.,)
Defendants.)

29 INTRODUCTION

30 1. In this action by Plaintiff, United States Equal
31 Employment Opportunity Commission (the "Commission" or "EEOC"),
32 the Commission's Complaint alleged that CalMat Company,
33 subsequently acquired by Vulcan Materials Co., ("Vulcan")
34 violated Title VII of the Civil Rights Act of 1964, as amended,

35 131

36 ENTERED ON 7-31-01

1 by refusing to hire Penny Adamo because of her sex, female. The
2 Commission sought relief to correct this alleged violation and
3 prevent future violations. Vulcan's Answer denied the
4 allegations of the Complaint and denied that any relief was
5 warranted.

6 2. The parties do not object to the jurisdiction of the
7 Court over this action and waive their rights to a hearing and
8 the entry of findings of fact and conclusions of law.

9 3. As a result of their having engaged in settlement
10 negotiations, the Commission and Vulcan have resolved their
11 differences and have agreed that this action should be finally
12 resolved by entry of this Consent Decree.

13 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

14 4. This Consent Decree resolves all issues and claims
15 arising out of the Complaint filed by the EEOC herein alleging
16 unlawful employment practices by Vulcan's predecessor, CalMat,
17 and this Consent Decree shall be binding and final as to all such
18 issues and claims.

19 5. This Consent Decree does not constitute an adjudication
20 by this Court on the merits of the allegations of the EEOC's
21 Complaint. Neither the agreement to enter into this Consent
22 Decree nor any provisions hereof constitute an admission by
23 Vulcan of any violation of Title VII and Vulcan expressly denies
24 any violation of Title VII.

25 COVERED FACILITIES

26 6. The provisions of this Consent Decree shall apply to
27 Vulcan's Mission Valley, Tidelands, Lakeside, Carroll Canyon,
28 Oceanside and Pala facilities. The provisions of this Consent

1 Decree shall also apply to any successor or assign of Vulcan
2 which operates at any or all these facilities.

3 MONETARY RELIEF TO CHARGING PARTY

4 7. Within ten (10) days of entry of this Consent Decree,
5 Vulcan shall mail, via certified mail, a check payable to Penny
6 Adamo in the gross amount of \$34,000.00, constituting backpay.
7 FICA and federal and state withholding taxes shall be deducted
8 from this amount. Vulcan shall pay the employer's share of FUTA
9 and FICA on the backpay amount and shall not deduct it from the
10 settlement amount. Concurrent with delivery of the check to
11 Penny Adamo, Vulcan shall deliver to the EEOC a copy of said
12 check.

13 RECORD KEEPING

14 8. All driver position vacancies shall be posted at agreed
15 upon locations within each of Vulcan's San Diego area facilities
16 for at least five (5) days and every such posting shall include
17 the language attached as Exhibit "A."

18 9. Vulcan shall retain accurate records of all
19 applications for driver positions and shall retain all such
20 records for a period of two (2) years.

21 10. The Commission shall have the right to inspect all such
22 records every four (4) months during the period of this Consent
23 Decree, as long as the Commission provides Vulcan with two (2)
24 weeks prior notice of its intention to inspect such records and
25 the identity of the Commission representative. This provision is
26 not intended to limit the right the Commission would otherwise
27 have to investigate charges as allowed by the statutes the
28 Commission enforces.

TRAINING PROGRAM

1
2 11. A total of four (4) hours of training on equal
3 employment laws will be provided to all Vulcan managers and human
4 resources personnel working in any San Diego Area facility over
5 the term of this Consent Decree. Such training shall accurately
6 and completely advise the Vulcan employees of laws, rules and
7 regulations concerning equal employment opportunities and the
8 prohibition on retaliation, with specific and practical emphasis
9 on applying such legal requirements within Vulcan's business
10 environment.

11 12. Within sixty (60) days of the entry of the Consent
12 Decree, Vulcan shall submit to the Regional Attorney of the
13 EEOC's Los Angeles District Office the name and credentials of
14 the person whom it selects to conduct the training, as well as a
15 description of the training to be provided, and a copy of an
16 outline of the curriculum developed for the trainees.

17 13. Vulcan agrees that a Commission representative may
18 attend any training program conducted pursuant to this section.
19 Vulcan agrees to provide the Commission with notice of all
20 scheduled training programs, including date, time and location,
21 at least ten (10) workdays prior to the scheduled training. The
22 Commission will identify the representative who will attend prior
23 to the date and time set for such training.

24 COMPLIANCE AND DISPUTE RESOLUTION

25 14. In the event that either party reasonably believes that
26 the other party has failed to comply with any provision of this
27 Consent Decree, the party shall notify the other party in writing
28 of such belief and afford the alleged breaching party a

1 remedy the alleged non-compliance.

2 15. If either party disagrees that it has failed to comply
3 with a provision of this Consent Decree, it shall notify the
4 other party in writing within ten (10) business days and
5 thereafter the party may then apply to this Court for appropriate
6 relief, including but not limited to a resolution of the dispute,
7 a determination of whether the party is in compliance and, if
8 not, an appropriate order to enforce the provisions of this
9 Consent Decree.

10 DURATION OF DECREE AND RETENTION OF JURISDICTION

11 16. All provisions of this Consent Decree shall be in
12 effect for a period of one (1) year.

13 17. For the duration of this Consent Decree, this Court
14 shall retain jurisdiction for the purpose of enforcing the
15 provisions of this Consent Decree.

16 COSTS OF ADMINISTRATION AND IMPLEMENTATION

17 OF CONSENT DECREE

18 18. Vulcan shall bear all costs associated with its
19 administration and implementation of its obligations under this
20 Consent Decree.

21 COURT COSTS AND ATTORNEYS' FEES

22 19. Each party shall bear its own court costs and
23 attorneys' fees.

24 MISCELLANEOUS PROVISIONS

25 20. If the EEOC issues a press release concerning the
26 EEOC's action against Vulcan and/or the resolution thereof, the
27 EEOC shall provide Vulcan's counsel with a copy of the press
28 release and a list of the individuals and organizations to which

the press release is delivered at the same time the press release is issued.

21. During the term of this Consent Decree, Vulcan shall provide any potential successor with a copy of this Consent Decree within a reasonable time of not less than thirty (30) days prior to the execution of any document providing for acquisition or assumption of control of any or all of Vulcan's San Diego area facilities, or any other material change in corporate structure, and shall simultaneously inform the EEOC of same.

22. During the term of this Consent Decree, Vulcan and its successors shall assure that each of its officers, managers and supervisors is aware of any term related to his/her job duties.

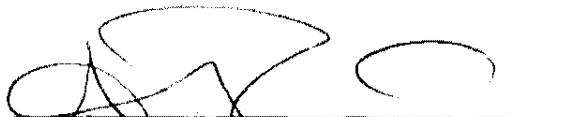
23. This Consent Decree shall be binding upon and enforceable against Vulcan and its successors and assigns.

24. This decree shall expire by its own terms at the end of one year from the date of entry, without further action by the parties.

25. The parties agree to entry of this decree and judgment subject to final approval by the Court.

Date: 06/14/01

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION



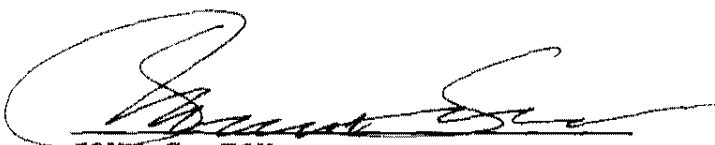
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REGIONAL ATTORNEY

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Date: June 18, 2001

FENWICK & WEST, LLP



JOHN C. FOX
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KIRSTEN M. HEATON
CHRISTOPHER SCANLAN

Attorneys for Defendant
VULCAN MATERIALS CO.

ORDER

The provisions of the foregoing Consent Decree are hereby approved and compliance with all provisions thereof is **HEREBY ORDERED.**

Dated: 7-30-01



Judge United State District
Court

EXHIBIT "A"

JOB VACANCY

[Name of Job]

DUTIES/QUALIFICATIONS

[To be inserted by Vulcan]

PAY

[To be inserted by Vulcan]

This employment opportunity is open to and available to all qualified employees without regard to age, race, sex, national origin, religion, color and/or disability. Each applicant will be accepted and considered on his/her merits.