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UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

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2004 APR 26 P 4:09

U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE, FLORIDA

UNITED STATES EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff, and

CHERYL WILLIAMS, CHRISTINE WILLIAMS,
LEE DODD and DONNA SIGNORILE,

Plaintiff Intervenors,

v.

ALLIED PLASTICS COMPANY, INC.,

Defendant.

CHERYL WILLIAMS, CHRISTINE WILLIAMS,
LEE DODD and DONNA SIGNORILE,

Plaintiffs,

RICK UHRIE,

Defendant.

EILED
MAY 5 2004
CLERK, U. S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE, FLORIDA

CIVIL ACTION NO.
3:02-CV-910-J-20HTS

CONSENT DECREE

1. This Consent Decree is entered into by and between Plaintiff, the United States Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or

SCANNED

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“EEOC”), Plaintiff- Intervenors, Cheryl Williams, Christine Williams, Lee Dodd and Donna Signorile (hereinafter referred to collectively as “Plaintiff-Intervenors”) and the Defendants, Allied Plastics Company, Inc., (hereinafter referred to as “Allied Plastics”) and Rick Uhrle (hereinafter referred to as “Mr. Uhrle”) (hereinafter referred to collectively as “Defendants”). The Commission, Plaintiff-Intervenors, and Defendants are collectively referred to as the “Parties”.

2. The Commission filed this action on September 27, 2002 under Title VII of the Civil Rights Act of 1964 (“Title VII”) and Title I of the Civil Rights Act of 1991 to correct alleged unlawful employment practices on the basis of sex (female), and to provide appropriate relief to Lee Dodd, Donna Signorile, Cheryl Williams, Christine Williams, and any other similarly situated individuals who were adversely affected by such practices.
3. The Court granted Plaintiff-Intervenors’ Motion to Intervene in the above-styled case. Plaintiff-Intervenors’ Complaint alleged that Defendants violated Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000(e) et seq. (“Title VII”), Title I of the Civil Rights Act of 1991, and the Florida Civil Rights Act of 1992 (FCRA), Fla. Stat. §760.
4. Defendants deny the allegations brought by the EEOC and the Plaintiff-Intervenors as alleged in the Complaints filed in this civil action and make no admission of liability by entering into this Consent Decree.
5. In the interest of resolving this matter, to avoid the costs of litigation, and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by the entry of this Decree. This Decree is final and binding upon the Parties, their successors and assigns.

6. The parties agree that this Decree resolves all the claims against Defendants alleged in EEOC charge numbers 15E A1 0276, 15E A1 0288, 150 A1 2621, 150 A1 2613 and civil action number 3:02-CV-910-J-20HTS. The Parties further agree that this Decree does not resolve any Charges of Discrimination that may be pending with the EEOC other than the charges referred to in this paragraph. This Decree constitutes a complete resolution of all claims under Title VII that were made by the Commission and Plaintiff-Intervenors in this action.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings filed by the parties, it is ORDERED, ADJUDGED AND DECREED THAT:

I. JURISDICTION

7. This court has jurisdiction of the subject matter of this action and over the Parties for the purposes of entering and enforcing this Decree.
8. No party shall contest the jurisdiction of this Federal Court to enforce this Decree and its terms or the right of the EEOC to bring an enforcement suit upon breach of any terms of this Decree.

II. GENERAL PROVISIONS AND INJUNCTIVE RELIEF

9. The Defendants, their officers, managers, employees, agents, partners and assigns, are enjoined from engaging in any conduct which violates Title VII by adversely affecting the terms and conditions of any individual's employment because of their sex.
10. Defendants, their officers, managers, employees, agents, partners and assigns, shall not discriminate against any individual who opposes any of Defendants' practices which the

employee believes to be unlawful employment discrimination, who files a charge of discrimination with the EEOC alleging violations of the Statutes the Commission enforces; who cooperates with the EEOC in investigation and /or prosecution of any charge of discrimination; or who cooperated in the investigation or who offered testimony or information in the above styled litigation which resulted in this Consent Decree.

III. DEVELOPMENT OF POLICES AND TRAINING

11. Allied Plastics has established a written sexual harassment policy which is attached hereto as Exhibit A. A complete copy of this policy will be distributed to all its current employees at its facility in Jacksonville, Florida within thirty (30) days of the entry of this Decree. Allied Plastics further agrees that all new employees will be provided a copy of the policy within one week of employment.
12. In order to further ensure the effective implementation of Allied Plastics' anti-discrimination policies, Defendant Allied Plastics Company, Inc. will conduct a four (4) hour annual training throughout the duration of this Decree for all of its managers and supervisory personnel at its Jacksonville, Florida facility, with specific emphasis on recognizing sexual harassment and the proper procedure to be followed if they become aware of sexual harassment in the workplace and/or if they receive a complaint of such harassment. Allied Plastics agrees to provide the EEOC with at least two (2) weeks notice before they conduct their training session(s), with the date(s) and location(s) of the training, the identification of the training materials to be used at the training session, and the name and job title of the employees who will be in attendance at the training. The training will be conducted by the law firm of Coffman, Coleman, Andrews & Grogan, P.A. Additionally, Allied Plastics

agrees that the EEOC may, at the EEOC's discretion, be in attendance at each training session(s).

13. Allied Plastics agrees that the training described in paragraph 12 shall be conducted within sixty (60) days of the entry of this Decree, and should thereafter take place annually in the same format for the duration of this Decree. Defendant Allied Plastics Company, Inc. further agrees that the sexual harassment policy and training materials utilized for the training described in paragraph 12 shall be presented to and explained to all new managers and supervisors, who did not attend the annual training by the trainers identified in Paragraph 12, within thirty (30) days of being placed in a management or supervisory position.

IV. POSTING

14. Defendant Allied Plastics Company, Inc. shall post a laminated 11x17 size copy of the notice attached hereto as Exhibit B within seven (7) days of the entering of this Decree. Said notice shall be posted in conspicuous locations accessible to all employees (i.e. break room, employee bulletin board, cafeteria, above water fountains, etc.). This notice is to remain posted for the term of this Decree.

V. REPORTING AND MONITORING

15. Allied Plastics will retain all employment records relating in any way to any complaint of sexual harassment or sex discrimination made to a supervisor, manager or human resource officer and to any investigation of sexual harassment at Allied Plastics' Jacksonville, Florida facility for the duration of this Decree and as required by federal law.
16. For the duration of this Decree, Allied Plastics will provide the EEOC every six (6) months with the name, last known address and last known phone number of any person employed

at Defendant Allied Plastics' Jacksonville location who has complained to his or her Manager/Supervisor, Human Resources Department, or the President that he or she has been subjected to sexual harassment while working at Defendant's Jacksonville location during the preceding six (6) months. Defendant Allied Plastics Company, Inc. will also state its actions taken in response to each such allegation. The first report shall be submitted no later than September 30, 2004. Allied Plastics will provide upon request by the Commission (a) a copy of the complaint, or if no written complaint was filed, a statement describing the nature of the complaint; (b) a statement describing the actions taken; and (c) outcome regarding such complaint.

17. Allied Plastics will certify to the EEOC annually throughout the duration of this Decree that it is in compliance with all aspects of this Decree. The first such certification will be due no later than September 30, 2004, and thereafter annually on September 30th throughout the duration of this Decree.
18. Allied Plastics will appoint one individual who shall be responsible for coordinating its compliance with this Consent Decree and for providing reports to the EEOC. This person shall be appointed and the EEOC notified of his or her identity within fifteen (15) days of the Court's approval of this Consent Decree. All reports and documents required to be delivered by Defendant Allied Plastics Company, Inc. to the EEOC pursuant to this Consent Decree shall be mailed to: United States Equal Employment Opportunity Commission, Attention : Office of the Regional Attorney, 1 Biscayne Tower Building Suite 2700, 2 South Biscayne Blvd, Miami, FL 33131.

VI. MONETARY RELIEF

- 18. Allied Plastics shall pay a lump sum in the amount of two hundred thousand dollars (\$200,000) in resolution of this litigation. The monies shall be distributed as set forth in Exhibit C attached herein.
- 19. If Defendant Allied Plastics Company, Inc. fails to tender the above-mentioned payments as set forth in Exhibit C, then Allied Plastics shall pay interest on the defaulted payment at the rate calculated pursuant to 26 U.S.C. Section 6621(b) until the same is paid, and bear any additional costs incurred by the EEOC caused by Defendant's non-compliance.

VII. ENFORCEMENT

- 20. The Commission shall have independent authority to seek judicial enforcement of each aspect, term, provision and attachment of this Decree.
- 21. The court will take whatever measures necessary to effectuate the terms of this Decree.

VIII. COSTS

- 22. Costs and attorney's fees associated with this litigation from the monetary relief provided in this Decree shall be paid in accordance with Exhibit C.

IX. DURATION OF CONSENT DECREE

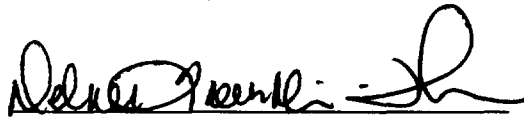
- 23. The duration of this Decree shall be three (3) years from the date of entry of the Decree.

SO ORDERED ADJUDGED AND DECREED, this 4th day of ^{May}~~March~~ 2004.




HARVEY E. SCHLESINGER
UNITED STATES DISTRICT JUDGE

AGREED TO:
FOR THE PLAINTIFF,
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

by: 
Delner Franklin-Thomas
Regional Attorney
U.S. Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower, Suite 2700
2 South Biscayne Boulevard
Miami, Florida 33131

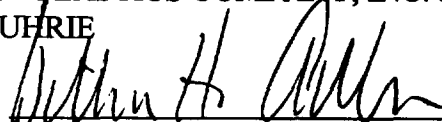
Date: 4-19-04

AGREED TO:
FOR THE PLAINTIFF-INTERVENORS
CHERYL WILLIAMS, CHRISTINE WILLIAMS,
LEE DODD, and DONNA SIGNORILE

by: 
Deborah L. Greene, Esquire
Smith & Greene, P.A.
550 West Water Street, Suite 1150
Jacksonville, Florida 32202

Date: 4-15-04

AGREED TO:
FOR THE DEFENDANTS
ALLIED PLASTICS COMPANY, INC. and
RICK UHRIE

by: 
William H. Andrews, Esquire
Coffman, Coleman, Andrews & Grogan, P.A.
800 West Monroe Street
Jacksonville, Florida 32203

Date: 4/14/04

EXHIBIT A

HARASSMENT POLICY AND COMPLAINT PROCEDURE

I. STATEMENT OF POLICY

Allied Plastics Co., Inc. is committed to a collegial work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in an atmosphere that promotes equal opportunities and prohibits discriminatory practices, including sexual and other forms of unlawful harassment. Therefore, the Company expects that all relationships among persons in the office be businesslike and free of bias, prejudice and harassment. In keeping with this commitment, the Company maintains a strict policy prohibiting harassment of employees based on race, color, sex, religion, national origin, age, handicap or other protected status by other employees, vendors, contractors, or guests.

II. SEXUAL HARASSMENT

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined in the Equal Employment Opportunity Commission's Guidelines as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of sexual nature when, for example: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to the following if they are unwelcome to any employee exposed to the behavior: unwanted sexual advances; subtle or overt pressure for sexual favors; sexual jokes; innuendoes; advances or propositions; verbal abuse of a sexual nature; graphic commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling, touching, pinching, assault, coerced sexual acts, or suggestive, insulting or obscene comments or gestures; display in the workplace of sexual suggestive objects or pictures; and other physical, verbal, or visual conduct of a sexual nature.

This kind of behavior is unacceptable at the workplace and in any work-related setting outside the workplace such as during business trips and business-related social events.

It is also essential to understand that consenting romantic and sexual relationships between managers or supervisors in senior or supervisory positions and less senior- or lower-level employees, or between co-workers, may lead to unforeseen complications.

The respect and trust accorded a more senior/supervisory person by a lower-level employee, as well as the position of the senior person to evaluate or otherwise supervise the lower-level person, could diminish the extent to which the lower-level employee feels free to choose whether or not to engage in such relationships. It is not the Company's intention to attempt to legislate social behavior within the Company. We do, however, recognize that encouraging and developing close social relationships, including dating, with employees makes any supervisor's job more difficult. Because of this, supervisors should refrain from dating and developing close social relationships with employees under their supervision. Furthermore, if a supervisor develops a romantic relationship with a subordinate employee, the supervisor should bring it to the attention of the Personnel and Safety Director or the Plant Superintendent so that the Company can confirm that the relationship is consensual.

III. INDIVIDUALS COVERED UNDER THE POLICY

This policy applies to all applicants and employees whether related to conduct engaged in by fellow employees, supervisors, managers, or someone not directly connected to the Company (*e.g.*, an outside vendor, consultant, client.)

IV. REPORTING AN INCIDENT OF HARASSMENT

The Company encourages reporting all perceived incidents of harassment, regardless of the offender's identity or position. Individuals who believe they have been the victim of harassment should discuss their concerns with the Personnel and Safety Director or the Plant Superintendent. If you feel more comfortable, you may speak about your concern directly with either Materials Manager Dannie Averitt or Controller David McCreary.

V. COMPLAINT PROCEDURE

The Company strongly encourages individuals who believe they are being harassed to promptly notify the offender that his or her behavior is unwelcome. **Notifying the offender, however, is not a required first step.** If, for any reason, an individual does not wish to confront the offender directly, such a confrontation does not successfully end the harassment, or if the offender retaliates against the individual, the individual has an obligation to notify the Personnel and Safety Director or the Plant

Superintendent. If you feel more comfortable, you may notify either Materials Manager Dannie Averitt or Controller David McCreary.

1. Notification of Appropriate Staff

As noted above, individuals who believe they have been the victim of harassment or believe they have witnessed harassment should discuss their concerns with either the Personnel and Safety Director or the Plant Superintendent or, if for some reason you do not feel comfortable notifying these individuals, you may speak directly with either Materials Manager Dannie Averitt or Controller David McCreary. If you receive information regarding sexual harassment in your capacity as a supervisor, you are obligated to report it immediately to the Personnel and Safety Director or the Plant Superintendent.

2. Timeliness in Reporting Harassment

The Company encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. Therefore, while no fixed reporting period had been established, early reporting and intervention has proven to be the most effective method of resolving actual or perceived incidents of harassment.

3. Investigatory Process

Any reported allegations of harassment will be investigated promptly. The investigation may include individual interviews with the complaining employee, the offender involved and, where necessary, with individuals who may have observed the alleged conduct or may have relevant knowledge. The complaint and investigation will be handled with sensitivity, and, to the extent practical and appropriate under the circumstances, confidentiality will be maintained throughout the investigatory process.

4. Protection Against Retaliation

The Company will not tolerate retaliation against an individual for reporting harassment or assisting in providing information relevant to a claim of sexual harassment. Retaliation is a serious violation of this policy and will be treated with the same strict discipline as would the harassment itself. Acts of retaliation should be reported immediately in accordance with the Complaint Procedure outlined above and will be promptly investigated.

5. Responsive Action

Misconduct constituting harassment will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling, and disciplinary actions such as warnings, reprimands, withholding of a promotion or pay increase, reassignment, temporary suspension without pay, compensation adjustments, or termination, as the Company may believe appropriate under the circumstances.

6. Appeals Process

If the party to a complaint does not agree with this resolution, that party may file a written appeal to President, Greg Berger.

7. False Complaints

False and malicious complaints of harassment, as opposed to complaints which, even if erroneous, are made in good faith, may be subject of appropriate disciplinary action.

I have read and understand Allied Plastics Co., Inc.'s Harassment Policy and Complaint Procedure and agree to abide by these policies and procedures and to conduct myself in a business-like and non-harassing manner in all my dealings with employees at Allied Plastics Co., Inc.

Date

Signature

EXHIBIT B

NOTICE TO ALL EMPLOYEES POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND ALLIED PLASTICS COMPANY, INC.

This notice is being posted pursuant to a Consent Decree entered by the Court in EEOC vs. Allied Plastics Company, Inc., Civil Action No. 3:02-CV-J-20HTS. Allied Plastics Company, Inc. has adopted a policy that prohibits discrimination against employees based on sex in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Title VII protects individuals from employment discrimination because of their race religion, color, national origin, or sex. Title VII also protects individuals from retaliation for having complained of an unlawful employment practice. Allied Plastics Company, Inc. will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws, including, but not limited to, sexual harassment.

Appropriate corrective action, up to and including termination, based upon the circumstances involved, shall be taken against any employee (including management personnel) found to have violated Allied Plastics Company, Inc.'s policy prohibiting discrimination.

This notice shall remain posted for three (3) years from the date Decree entered. Employees or applicants for employment who have questions about their rights under Title VII or any other federal anti-discrimination law may telephone Allied Plastics' Human Relations Department at (904) 359-0386 or the Miami District Office of the Equal Employment Opportunity Commission at 1-800-669-4000.

Signed this ____ day of _____, 2004.

PRESIDENT/CEO, Allied Plastics Company, Inc.

DO NOT REMOVE BEFORE _____, 2007.

EXHIBIT C

STATEMENT OF DISTRIBUTION FOR TWO HUNDRED THOUSAND DOLLAR (\$200,000) MONETARY RELIEF

Allied Plastics shall pay a lump sum in the amount of two hundred thousand dollars (\$200,000) in resolution of this litigation. The monies shall be distributed as set forth below.

1. Eighty-two thousand, two hundred twenty-six dollars and thirty-seven cents (\$82,226.37) made payable to the law firm of Smith & Greene, P.A., representing eighty thousand dollars (\$80,000) in attorney's fees and two thousand two hundred and twenty-six dollars and thirty-seven cents (\$2,226.37) in costs for all Plaintiff-Intervenors. The check shall be mailed to Smith & Greene, P.A. at 550 West Water Street, Suite 1150, Jacksonville, Florida 32202. Allied Plastics may issue a 1099 statement to the law firm of Smith & Greene, P.A. reflecting the eighty thousand dollar (\$80,000) payment for fees.
2. Forty-one thousand, seven hundred six dollars and ten cents (\$41,706.10) made payable to Christine Williams representing a compromise of Christine Williams' claims for non-wage compensatory and punitive damages made pursuant to Title VII of the Civil Rights Act of 1964, the Florida Civil Rights Act, and all other claims by Christine Williams which claims are disputed. Allied Plastics shall issue the check in the amount of forty-one thousand, seven hundred six dollars and ten cents (\$41,706.10) to Christine Williams. The check shall be mailed to Smith & Greene, P.A. at 550 West Water Street, Suite 1150, Jacksonville, Florida 32202. Allied Plastics may only issue a 1099 statement to Christine Williams for this amount.
3. Forty thousand, eighty-eight dollars and seventy cents (\$40,088.70) made payable to

Cheryl Williams representing a compromise of Cheryl Williams' claims for non-wage compensatory and punitive damages made pursuant to Title VII of the Civil Rights Act of 1964, the Florida Civil Rights Act, and all other claims by Cheryl Williams which claims are disputed. Allied Plastics shall issue the check in the amount of forty thousand, eighty-eight dollars and seventy cents (\$40,088.70) to Cheryl Williams. The check shall be mailed to Smith & Greene, P.A. at 550 West Water Street, Suite 1150, Jacksonville, Florida 32202. Allied Plastics may only issue a 1099 statement to Cheryl Williams for this amount.

4. Seventeen thousand, nine hundred eighty-nine dollars and ten cents (\$17,989.10) made payable to Donna Signorile representing a compromise of Ms. Signorile's claims for non-wage compensatory and punitive damages made pursuant to Title VII of the Civil Rights Act of 1964, the Florida Civil Rights Act, and all other claims by Ms. Signorile which claims are disputed. Allied Plastics shall issue the check in the amount of seventeen thousand, nine hundred eighty-nine dollars and ten cents (\$17,989.10) to Donna Signorile. The check shall be mailed to Smith & Greene, P.A. at 550 West Water Street, Suite 1150, Jacksonville, Florida 32202. Allied Plastics may only issue a 1099 statement to Donna Signorile for this amount.
5. Seventeen thousand, nine hundred eighty-nine dollars and seventy-three (\$17,989.73) made payable to Lee Dodd representing a compromise of Ms. Dodd's claims for non-wage compensatory and punitive damages made pursuant to Title VII of the Civil Rights Act of 1964, the Florida Civil Rights Act, and all other claims by Ms. Dodd which claims are disputed. Allied Plastics shall issue the check in the amount of seventeen thousand, nine hundred eighty-nine dollars and seventy-three (\$17,989.73)

to Lee Dodd. The check shall be mailed to Smith & Greene, P.A. at 550 West Water Street, Suite 1150, Jacksonville, Florida 32202. Allied Plastics may only issue a 1099 statement to Lee Dodd for this amount.

6. All payments referenced in paragraphs 1-5 above shall issue within ten (10) calendar days from the Court's execution of this Decree, by certified mail in the name of: "Smith & Greene, P.A.", "Ms. Christine Williams", "Ms. Cheryl Williams", "Ms. Donna Signorile", and "Ms. Lee Dodd" and forwarded to Smith & Greene, P.A. at 550 West Water Street, Suite 1150, Jacksonville, Florida 32202. Copies shall be forwarded to the attention of Cheryl Cooper, Trial Attorney, U.S. Equal Employment Opportunity Commission, One Biscayne Tower, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131.