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ROBERT H. SHEMWELL, CLERK
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT, LOUISIANA

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION**

U.S. DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
FILED

DEC 13 1999

ROBERT H. SHEMWELL, CLERK
BY *[Signature]*
DEPUTY

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

v.

**GENERAL MOTORS CORPORATION
Defendant**

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**CIVIL ACTION NO.
98-1637
DIVISION "S"
JUDGE WALTER**

**MAG. NO.
MAG. PAYNE**

CONSENT DECREE

WHEREAS, the United States Equal Employment Opportunity Commission ("the Commission") has instituted the captioned civil action in this the United States District Court for the Western District of Louisiana, charging General Motors Corporation ("GM" or "Defendant"), with violations of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), and alleging that Defendant discriminated against Linda Logan ("Ms. Logan") and others similarly situated because of their sex (female); and

WHEREAS, Defendant has not admitted and does not admit that it has engaged in any unlawful employment practices; and

WHEREAS, this Court has jurisdiction over the subject matter of this action and over the parties to this action; and

[Handwritten mark]

WHEREAS, Defendant and the Commission have agreed to settle this matter for the relief specified in this Consent Decree (sometimes referred to hereinafter as "this Decree"); and

WHEREAS, the parties to this lawsuit now wish to resolve all claims and controversies encompassed by this lawsuit without the burden, expense or delay of further litigation;

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

1. The negotiation, execution and entry of this Consent Decree will resolve any and all claims of Title VII violations brought by the Commission against Defendant alleged in the instant civil action.

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

3. Neither the negotiation, nor the execution, nor the entry of this Consent Decree shall constitute (a) an acknowledgment or admission of any kind by Defendant 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, or (b) evidence of discrimination in these proceedings.

4. This Consent Decree relates only to the violations alleged in EEOC Charge Number 270-97-0902 and the instant civil action. EEOC reserves all rights to proceed with respect to matters like and related to these matters but not covered in this Consent Decree and to secure relief on behalf of aggrieved persons not covered by the terms of this Consent Decree.

5. a. Within ten (10) days of the entry of this Consent Decree, Defendant shall tender to Ms. Logan the sum of \$100,000.00 (one hundred thousand dollars) as damages. Defendant may condition this tender to Ms. Logan on her executing a settlement agreement releasing her claims arising from the events and/or omissions that are the subject of this lawsuit.

b. Should Ms. Logan refuse the tender made by GM, 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 withdrawn from the instant action, leaving Ms. Logan to pursue whatever claims she may have on her own.

6. Defendant, its directors, officers, agents, employees, successors, and assigns shall not engage in or permit discrimination in the workplace against any applicant for employment or employee based upon such persons'

sex, 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.

7. Defendant agrees to provide the Commission with four written reports, at six month intervals beginning six months after the execution of this Decree, setting forth all complaints of harassment at the subject facility in Shreveport, setting forth an explanation of the investigation and disposition of such complaints, and attaching all documentation pertaining to each complaint, its investigation, and its disposition.

8. Defendant agrees that all of its supervisory and managerial employees at the subject facility in Shreveport shall, within one year from the date of the execution of this Decree, undergo training regarding the laws enforced by the EEOC, as outlined in the materials forwarded to the Commission by GM in its letter of August 17, 1999, regarding said subject, which materials are incorporated herein by reference as if pled *in extenso*.

9. 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.

10. 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.

11. 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.

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

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

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

IT IS SO ORDERED.

THUS DONE AND SIGNED, Shumpert, Louisiana, this 13
day of December 1999.

Donald Stewart
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:
FOR THE PLAINTIFF:

C. GREGORY STEWART
General Counsel Designate
No Bar Roll Number Assigned

11/30/99
Date

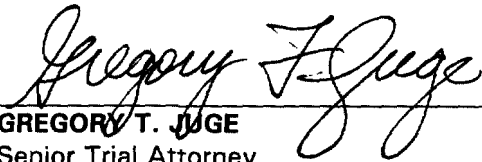
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