

Closed
(8/20/99)

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
LAKE CHARLES DIVISION

APR 15 1999

ROBERT W. SHEWELL, CLERK
BY: MLH
DEPUTY

U. S. EQUAL EMPLOYMENT	*	
OPPORTUNITY COMMISSION,	*	
PLAINTIFF	*	
	*	
AND	*	CIVIL ACTION NO. 98-0626LC
	*	
NANCY MANCIL,	*	
INTERVENOR	*	
	*	
V.	*	JUDGE HUNTER
	*	
INTERNATIONAL MAINTENANCE	*	
CORP.,	*	
DEFENDANT	*	MAGISTRATE JUDGE WILSON

SETTLEMENT AGREEMENT

On March 31, 1998, the Equal Employment Opportunity Commission ("the Commission") instituted Civil Action Number 98-0626 in the United States District Court for the Western District of Louisiana, charging Defendant International Maintenance Corp. ("IMC") with violations of Section 703 of Title VII, 42 U.S.C. § 2000e-2, because of the alleged sexual harassment of Nancy Mancil by her co-worker.

On June 4, 1998, Nancy Mancil intervened into the Commission's lawsuit, bearing Civil Action Number 98-0626, in the United States District Court for the Western District of Louisiana.

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The Commission and IMC now wish to resolve all claims and controversies encompassed by this lawsuit without the burden, expense or delay of further litigation, subject, however, to the approval of this Court.

**THEREFORE, IT IS HEREBY AGREED BETWEEN THE EQUAL
EMPLOYMENT OPPORTUNITY COMMISSION AND INTERNATIONAL
MAINTENANCE CORP. that:**

1. This Court has jurisdiction over the subject matter of this lawsuit and over the parties to this lawsuit.
2. The purposes of Title VII will be furthered by this Settlement Agreement.
3. This Settlement Agreement resolves any and all claims of the Title VII violations brought by the Commission against IMC arising out of EEOC Charge Number 270-97-1185 and this lawsuit.
4. Neither the negotiation nor execution of this Settlement Agreement shall constitute an acknowledgment or admission of any kind by IMC that its officers, agents and employees or former officers, agents and employees have violated or have not been in compliance with Title VII or with any other applicable law, regulation or order.
5. This Agreement relates only to the alleged violations of Title VII raised in Commission Charge Number 270-97-1185 and by the Commission's suit. It is expressly acknowledged and agreed by the Commission and IMC that this Agreement does not relate to or purport to settle any other charges, claims or suits made by Nancy Mancil against IMC. Further, this Agreement does not relate to or purport to settle any individual claims of Nancy Mancil as Plaintiff-Intervenor in Civil Action Number 98-0626.

6. In exchange for this Agreement and a release that was negotiated separately with Nancy Mancil and her attorney, IMC agrees to pay Nancy Mancil a sum of money in the form of a check that will be sent to her attorney, Eulis Simien, not later than seven (7) days from the date that this Agreement is executed.

7. IMC has provided to the Commission copies of all of its EEO and work place harassment policies and complaint reporting procedures for work place harassment; and IMC has represented to the Commission that these policies and procedures have been disseminated to all IMC employees.

8. IMC will continue posting its EEO and work place harassment policies and complaint reporting procedures for work place harassment in a conspicuous place at each of its work sites.

9. IMC will continue training all newly hired employees by showing the "Indoctrination Video" and by providing all newly hired employees with its handbook. Both the "Indoctrination Video" and handbook set forth IMC's EEO and work place harassment policies and complaint reporting procedures for work place harassment. IMC will continue its practice of requiring its newly hired employees to acknowledge that they have received and viewed and/or read the IMC "Indoctrination Video" and handbook.

10. IMC will provide training at least once every six (6) months to all of its supervisors (from the foreman level to the highest supervisor) concerning discrimination, including sexual harassment in the work place, and the proper method of handling discrimination complaints. These training sessions may be part of IMC's regularly conducted safety meetings.

11. Further, at least once a year, IMC will provide all of its employees additional EEO training in the form of a written or verbal reminder about the company's policies concerning equal employment opportunities and discrimination, including work place harassment, and about the company's procedures for reporting complaints about discrimination, including work place harassment. IMC will also request its employees to acknowledge in writing, at least once a year, that they have received this additional training.

12. IMC will comply with the prohibition against discriminatory retaliation provisions under Title VII. IMC specifically will not retaliate against any present or former employee who was a party to or a witness in the Commission's lawsuit, Civil Action Number 98-0626, or in the Commission's administrative proceeding for Commission charge number 270-97-1185, including, but not limited to, providing adverse job references to prospective employers, employment agencies or credit reporting agencies or by taking any adverse employment action with respect to such individual affecting his or her pay, benefits, rights, or status as an employee or former employee of IMC.

13. In the event that IMC fails to perform its obligations herein, the Commission is empowered to enforce this Settlement Agreement through the applicable judicial enforcement procedures and to seek sanctions that may be due as a result of the need to enforce this Agreement.

14. Should any provision of this Settlement Agreement be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms and 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 Agreement.

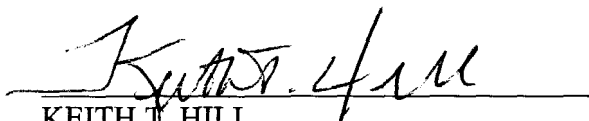
15. This Settlement Agreement sets forth the entire agreement between the Commission and IMC, and it fully supersedes any and all prior agreements or understandings between the Commission and IMC pertaining to the subject matter herein.

16. The Commission and IMC will each bear their own attorney's fees and costs incurred in connection with the litigation of the Commission's lawsuit.

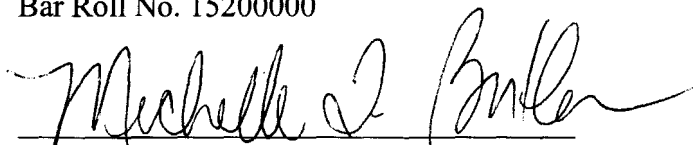
17. This Court shall retain jurisdiction over this action for the purpose of enforcing or modifying this Settlement Agreement, if necessary.

ATTORNEYS FOR THE PLAINTIFF

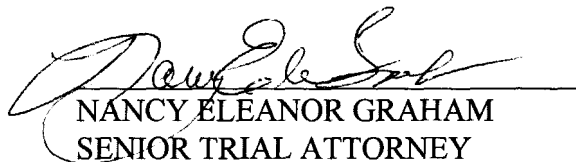
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GENERAL COUNSEL



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MICHELLE T. BUTLER
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Bar Roll No. 1286



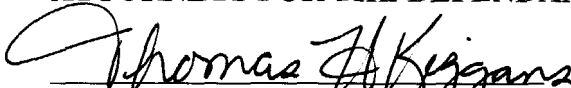
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-of-

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U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

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APR 15 1999

ROBERT H. SHEM WELL, CLERK
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT, LOUISIANA
VIA REGULAR MAIL

April 13, 1999

Robert H. Shemwell
District Clerk
300 Fannin Street
Suite 1167
Shreveport, La. 71101-3083

Re: EEOC and Nancy Mancil v. International Maintenance Corp., Civil
Action No. 98-0626LC, Judge Hunter, Magistrate Judge Wilson

Dear Mr. Shemwell:

Although the referenced case was recently dismissed, the plaintiff EEOC inadvertently failed to have the defendant file the enclosed original Settlement Agreement with the dismissal motion. Defendant's counsel, Tom Kiggans, is aware of this omission and agrees to have the EEOC file the Agreement. Please accept this document for filing and return a clocked copy to me in the pre-paid, self-addressed, business envelope at your earliest convenience.

Sincerely,

A handwritten signature in cursive script that reads "N. Eleanor Graham".

N. Eleanor Graham
Senior Trial Attorney

xc: Michelle Butler (w/encl.)
Thomas H. Kiggans (w/encl.)