

accordance with the Federal Rules of Civil Procedure and Title VII. Therefore, upon due consideration of the record herein and being fully advised in the premises, it is hereby

ORDERED, ADJUDGED AND DECREED:

1. This Decree resolves all issues and claims alleged in the Complaint filed by the Commission in this Title VII action which emanated from the Charge of Discrimination filed by Mark Mason.

2. This Decree shall be in effect for a period of three years from the date it is entered by the Court.

3. Defendant, its officers, agents, servants, employees, successors, assigns, and all persons acting or claiming to act on its behalf, is hereby enjoined from violating Title VII with regard to the promotion of its employees. Discrimination with regard to promotions violates Title VII, which, in part, is set forth below:

It shall be an unlawful employment practice for an employer --

(1) ... to discriminate against any individual with respect to [his or her] ... terms, conditions, or privileges of employment, because of such individual's race, color, religion, sex, or national origin ...

42 U.S.C. § 2000e-2(a)(1).

4. Mark Mason will remain in his current position with CCE with no change in his duties and responsibilities; however, effective June 1, 2005 the position occupied by Mr. Mason will be elevated to a grade 15 position and Mr. Mason will be promoted from a grade 13 to a grade 15 designation. For seniority considerations only, if and when Mr. Mason applies for other positions within CCE, Mr. Mason's grade 15 employment status will be deemed to be retroactive to January 2001.

5. Effective June 1, 2005, commensurate with Mr. Mason's grade 15 promotion, Mr. Mason's salary will be increased prospectively to an effective rate of \$52,800 per annum; his title will become Bottle/Can Install Manager; and Mr. Mason will be supervised exclusively by CCE employees with a higher grade than his.

6. For purposes of CCE's Management Incentive Plan ("MIP") only, Mark Mason's grade 15 promotion will be deemed retroactive to January 1, 2005, and he will be eligible to participate in the MIP bonus plan upon the same terms and conditions as other similarly situated grade 15 employees.

7. Within thirty (30) days after entry of this Decree, Defendant will pay to Mark Mason the gross amount of Forty-Three Thousand and No/100 (\$43,000.00) Dollars less an appropriate withholding for income, payroll and employment taxes, which amount represents back pay (wages and bonus) and interest thereon.

8. Within thirty (30) days after entry of this Decree, Defendant will pay to Mark Mason the gross amount of Seventeen Thousand Five Hundred and No/100 (\$17,500.00) Dollars, which amount represents compensatory damages and attorney fees for the services provided to Mr. Mason by his private counsel.

9. Within sixty (60) days after the entry of this Decree, Defendant will provide at least two (2) hours of training for all managers above the grade 15 level in the Baltimore/Washington Cooler Service Department. The training will focus on complying with federal anti-discrimination laws, including but not limited to Title VII, and on Defendant's own anti-discrimination policies and procedures. Within seven (7) business days after the training has been completed, Defendant will provide certification to Commission counsel of record that such

training has been provided, including the date[s] and location[s] of the training, and the identities of the trainers and trainees.

10. Within ten (10) business days after entry of the Consent Decree, Defendant will post immediately in all places where notices to employees customarily are posted at Defendant's Hanover, Maryland, facility the Notice attached hereto as **Exhibit A** and made a part hereof. Said Notice shall be posted and maintained for the life of the Consent Decree and shall be signed by a responsible management official with the date of actual posting shown thereon. Should the Notice become defaced, marred, or otherwise made unreadable, Defendant will ensure that new, readable copies of the Notice are posted in the same manner as heretofore specified. Within thirty (30) days after entry of this Decree, Defendant shall forward to the EEOC's attorney of record a copy of the signed Notice attached hereto and written confirmation that the Notice referenced herein has been posted and a statement of the locations and date(s) of posting.

Subject to these provisions and this Court's jurisdiction to enforce the provisions of this Consent Decree, it is further

ORDERED that this case shall be and hereby is dismissed with prejudice, with the Commission and Defendant each bearing their own costs and attorneys' fees. It is further

ORDERED that this Consent Decree is entered *nunc pro tunc* as of May 23, 2005, the date it was originally electronically filed.

Date: December 14, 2007

By: 
Benson Everett Legg
Chief Judge

