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IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
GREENSBORO DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

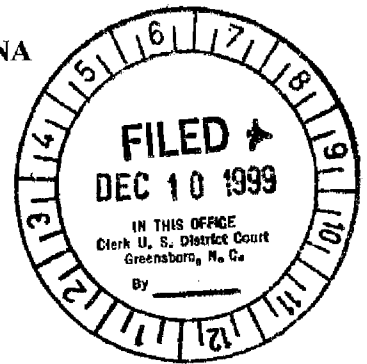
v.

LEGGETT & PLATT, INCORPORATED

Defendant.

CIVIL ACTION NO.

1:99CV00171



AMENDED CONSENT DECREE

(1) This action was instituted by Plaintiff, Equal Employment Opportunity Commission (the "Commission" or "EEOC"), seeking relief for Muriel Dube, and a class of females and non-Hispanic males, pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. S 2000e, et seq. ("Title VII"), to remedy the alleged unlawful employment practices set forth in the Complaint. Defendant, Leggett & Platt, Incorporated ("Defendant") waives issuance and service of process and acknowledges receipt of a copy of the Complaint herein. Defendant stipulates to jurisdiction of the Court over the parties and the subject matter of this action.

(2) By its complaint, EEOC alleged that Defendant engaged in unlawful employment practices at its facility in Asheboro, North Carolina when it: (a) retaliated against Muriel Dube for opposing discriminatory hiring practices at Respondent's facility; (b) constructively discharged Muriel Dube; (c) failed to hire a class of females because of their sex; and (d) failed

to hire a class of non-Hispanic males because of their race. Defendant denies that it has violated Title VII, and further denies any and all other allegations contained in the Plaintiff's Complaint.

(3) The parties desire to resolve this action without the time, burden, expense, and delay of contested litigation. The parties' consent to the terms set forth herein is expressly conditioned upon this Amended Consent Decree (hereafter the "Amended Consent Decree" or the "Amended Decree") being finally approved by the Court and shall otherwise be null and void. This Amended Decree, being entered with the consent of both parties, shall not constitute an adjudication or finding on the merits of the present action and shall not be used or introduced for any purpose whatsoever in any legal proceeding, except in an action to enforce this Amended Decree. The parties have cooperated and amicably agreed to this Amended Consent Decree and neither this Amended Decree nor the provisions contained herein shall be interpreted or construed as an admission by Defendant of a violation of Title VII or any other law prohibiting discrimination.

(4) On March 10, 1999, the parties filed a Consent Decree (hereafter the "Original Decree") with the Court. The Original Decree was provisionally approved by the Court on April 15, 1999. No objections were filed to the Original Decree.

(5) Based on the change in circumstances that have occurred since the filing of the Original Decree (described in paragraph 22 below), the parties have negotiated this Amended Consent Decree to address the closing of Defendant's Asheboro facility. The Amended Consent Decree does not alter the "Damages" portion of the Original Decree. All amendments to the Original Decree (as reflected by the Amended Decree) were necessitated by the closing of Defendant's Asheboro facility, and relate only to the preferential hiring and record keeping

obligations imposed by the Original Decree. In negotiating the Amended Consent Decree, the parties represent to the Court that the interests of the "aggrieved class members" (as defined below) have been considered, and that the relief provided to the "aggrieved class members" in this Amended Decree is entirely consistent with the purpose and intent of the Original Decree.

(6) As of the date of entry by the Court of the **Final Order Approving Amended Consent Decree, Distribution of Damages and Preference List and Order of Dismissal**, in substantially the form attached as Exhibit A, this Decree shall be final and binding upon the Commission and the Defendant, as well as upon their respective successors, assigns, and all others acting in concert with them.

(7) Defendant shall not discriminate against any applicant in its hiring practices at its High Point, North Carolina facility (referred to as "Branch 074" and more fully described below) because of sex or because of race.

(8) Defendant shall not discriminate or retaliate in any way against any person because of his or her: (a) participation as a Complainant or witness in this matter; (b) participation as a class member in this matter; (c) receipt of compensation pursuant to this Consent Decree; (d) opposition to any practice made unlawful under Title VII; (e) filing of a charge; or (f) giving of testimony or assistance in, or participation in, any investigation, proceeding or hearing under Title VII.

DAMAGES

(9) For the purpose of this Amended Consent Decree, all females and non-Hispanic males who applied for a production job at Defendant's Asheboro facility between September 1,

1997 and February 4, 1998, shall be considered members of the "class." However, only those class members who meet the following criteria shall be deemed "aggrieved class members" for the purpose of receiving a portion of the damages distribution:¹

- (a) s/he applied for a production job at Defendant's Asheboro facility between September 1, 1997 and February 4, 1998;
- (b) s/he was not then a current employee of Klaussner Furniture or any of its local subsidiaries (i.e., at the time s/he applied to work for Defendant);
- (c) s/he had not been previously terminated for cause by a prior employer at the time of application;
- (d) s/he did not reject an offer to interview for, or work at, the subject facility during the period September 1, 1997 through February 4, 1998; and
- (e) s/he timely returned an executed release to the Commission, or filed a timely objection that is granted by the Court.

(10) Defendant agrees to pay the gross sum of Two Hundred Thousand Dollars (\$200,000) to resolve the Commission's claim for damages under Title VII. The entire settlement fund shall be distributed to Muriel Dube and the aggrieved class members in the following amounts:

- (a) Muriel Dube - fifteen thousand dollars (\$ 15,000);

¹ The Defendant asserts that the criteria listed below in subparagraphs (b) and (c) were adopted and applied by it in making its hiring decisions.

- (b) Aggrieved class members - equal shares of the remainder of the settlement funds.

(11) The parties agree that 50% of the monies distributed to Ms. Dube and to the aggrieved class members (as described in paragraph 10 above) will constitute back pay or "wages" as defined in the federal income tax code (26 U.S.C. §§ 3121(a) and 3401(a)). The remainder of the monies distributed shall be deemed damages not resulting from physical injuries or physical sickness. Defendant will make required state and federal withholdings from all amounts paid as wages and will provide either W-2 or 1099 reports at the appropriate time to the individuals receiving these payments.

(12) At the time of filing of the Original Decree, the parties sought provisional approval of the Original Decree from the Court. On April 15, 1999, this Court entered an **Order Provisionally Approving Consent Decree**, which provisionally approved the Original Decree. Pursuant to the terms of the Original Decree, between April 15, 1999 (the date of entry of the **Order Provisionally Approving Consent Decree**) and June 25, 1999, EEOC did the following: (a) identified class members and determined which class members should be included on the proposed Distribution of Damages and/or placed on the Preference List for possible future employment with Defendant; and (b) notified all persons who applied, but were not hired, for a production job at Defendant's Asheboro facility between September 1, 1997, and February 4, 1998, of the pendency of this action.

(13) On June 25, 1999, EEOC filed its proposed Distribution of Damages and Preference List with the Court. On July 12, 1999, the Court entered an **Order Provisionally Approving Distribution of Damages and Preference List**.

(14) As mandated by the Original Decree, within twenty (20) days of the issuance of the **Order Provisionally Approving Distribution of Damages and Preference List**, the Commission notified Muriel Dube and each aggrieved class member of the proposed damage distribution to the class, the requirement of signing a release to receive the damage award (see paragraph 15 below), and his/her right to file an objection and appear at the fairness hearing. The Commission also notified each class member excluded from the Distribution of Damages and Preference List Class of his/her exclusion based upon the selection criteria listed in paragraph 9 above, and of his/her right to file an objection and appear at the fairness hearing.

(15) In order to receive any distribution of damages, Muriel Dube and each aggrieved class member were required to execute a **Release** in the form attached to the Original Decree as Exhibit D. As mandated by the Original Decree, distributees had fifty (50) days from the date of entry of the **Order Provisionally Approving Distribution of Damages and Preference List** to either: (a) execute and return a release; or (b) file an objection to the settlement. Any person who failed to timely return an executed release or file a timely objection waived any claim to relief under the Original or Amended Decree. All distributees returned executed releases, and no distributee filed an objection to the settlement. Class members excluded from the Distribution of Damages and Preference List had fifty (50) days from the date of entry of the **Order Provisionally Approving Distribution of Damages and Preference List** to file an objection to the settlement. No excluded class member filed a timely objection to the settlement, and thereby waived any claim to relief under the Original or Amended Decree.

(16) A fairness hearing was to be scheduled by the Court only if objections were filed. On September 24, 1999, the parties notified the Court that a fairness hearing was not necessary

because no objections had been filed. At that time, the parties also notified the Court that the terms of the Original Consent Decree relating to preferential hiring and other related provisions were being renegotiated to reflect Defendant's closing of the Asheboro facility.

(17) In conjunction with the submission of this Amended Consent Decree, the parties hereby move for entry of final approval of this Amended Consent Decree and distribution of funds in the form attached hereto as Exhibit A, "**Final Order Approving Amended Consent Decree, Distribution of Damages and Preference List and Order of Dismissal.**"

(18) Within ten (10) days after entry of the **Final Order Approving Amended Consent Decree, Distribution of Damages and Preference List and Order of Dismissal**, the Commission shall provide Defendant with the addresses for Muriel Dube and all aggrieved class members who are to receive a damages distribution. Within forty (40) days after entry of the **Final Order Approving Amended Consent Decree, Distribution of Damages and Preference List and Order of Dismissal**, Defendant shall make the payments set forth in the Distribution of Damages as finally approved by the Court. Defendant shall make the required payments by issuing a check payable to each individual listed on the final Distribution of Damages list in the respective amount provided, minus withholdings as described in paragraph 11 above. Defendant shall send the check to each individual by certified mail, return receipt requested, at the address provided for each individual by the Commission. Within seven (7) days of mailing the checks, Defendant shall mail a copy of each check to Mindy E. Weinstein, Regional Attorney, EEOC Charlotte District Office, 129 W. Trade Street, Suite 400, Charlotte, N.C. 28202. Defendant agrees to produce to the Commission any or all of the executed certified mail return receipts within seven (7) days of receipt of a request from the Commission for said documents.

(19) In the event a check is returned for non-delivery, Defendant shall notify the Commission within ten (10) days of such non-delivery. Notice shall be sent to Mindy E. Weinstein, Regional Attorney, at the address in paragraph 18 above. The Commission will then make reasonable efforts to locate the aggrieved class member to whom the check is drafted. All checks returned to Defendant for non-delivery shall be held by Defendant for sixty (60) days. If the Commission is unable to locate the recipient(s) of a check(s) returned for non-delivery, the funds represented by such check(s), will be distributed to Regional Consolidated Services, P.O. Box 1883, Asheboro, NC 27204 on the one hundred twentieth (120) day following mailing of the checks. Proof of any required distribution to Regional Consolidated Services along with copies of all checks that were returned as non-deliverable, shall be sent to Mindy E. Weinstein, Regional Attorney, EEOC, at the address in paragraph 18 above within ten (10) days of the distribution.

PREFERENTIAL HIRING OF AGGRIEVED CLASS MEMBERS

(20) Defendant agrees that subject to the limitations set out in paragraph 23 below, Defendant will provide preferential hiring (as described further below) to aggrieved class members. The Commission has provided the Court and the Defendant a "Preference List," which includes the names, addresses, and order of preference of those aggrieved class members who should receive preferential hiring. All aggrieved class members who met the following criteria were included on the Preference List:

- (a) s/he applied for a production job at Defendant's Asheboro facility between September 1, 1997 and February 4, 1998;

- (b) s/he was not then a current employee of Klaussner Furniture or any of its local subsidiaries (i.e., at the time s/he applied to work for Defendant);
- (c) s/he had not been previously terminated for cause by a prior employer at the time of application;
- (d) s/he did not reject an offer to interview for, or work at, the subject facility during the period September 1, 1997 through February 4, 1998; and
- (e) s/he timely returned a questionnaire response to the Commission stating a desire to be placed on the Preference List for consideration for work at the subject facility.

(21) The order of preference for persons placed on the Preference List was determined by the dates of the original applications of the aggrieved class members obtained during the investigation of the charge made the basis of this lawsuit. Where two or more aggrieved class members applied on the same day, those individuals were placed on the Preference List by date of application, then in alphabetical order. In the event that the Commission could not determine the date of application of an aggrieved class member(s), such aggrieved class member(s) was added to the end of the Preference List in alphabetical order.

(22) Defendant's Asheboro facility shut down operations due to business reasons on or about October 1, 1999. In conjunction with the closing of the Asheboro facility, Defendant shifted production from Asheboro to a facility in High Point, North Carolina known as Branch 074, and hereinafter referred to as "Branch 074." The Defendant offered its Asheboro employees who were actively employed as of October 1, 1999, the opportunity to transfer to Branch 074.

(23) To meet its obligations under the terms of this Amended Decree, Defendant will provide a preferential hiring opportunity at Branch 074 to aggrieved class members, and those who accept this opportunity shall be treated the same as the former Asheboro employees with respect to terms and conditions of employment at Branch 074. Preferential hiring at Branch 074 shall be offered under the following conditions:

- (a) When Defendant has a “production job” (as defined below) available at Branch 074, it shall make offers of employment to the aggrieved class members in the order in which they appear on the Preference List provided by the Commission.
- (b) For purposes of the preferential hiring provisions of this Amended Consent Decree, a “production job” at Branch 074 shall be defined as those positions that are directly related to production at Branch 074, and those that are comparable in job function to the positions for which the individuals named on the Preference List applied. Such positions shall include assembler, machine operator, punch press operator and tow motor operator positions, and shall exclude all clerical and supervisory positions.
- (c) The parties agree that if the opening is for a fork lift operator that the applicant must be qualified to safely operate the equipment.
- (d) This preferential treatment shall remain in effect until the earliest of either:
 - (a) twelve (12) “production jobs” have been filled by persons identified on the Preference List; (b) all of the names provided by the Commission on

the Preference List have been exhausted; or (c) this Amended Decree expires.

OTHER RELIEF

(24) Within thirty (30) days of the entry of the **Final Order Approving Amended Consent Decree, Distribution of Damages and Preference List and Order of Dismissal**, Defendant shall conspicuously post the Employee Notice, attached as Exhibit B, in a place where it is visible to employees at Branch 074 in High Point, North Carolina. Said Employee Notice shall remain posted for a period of no less than one (1) year from the date of posting unless excused by the Commission, in writing, for good cause. Whether good cause exists for removal of the posted notice shall be determined by the Commission, in its sole discretion.

(25) Defendant has adopted a written policy prohibiting race discrimination, sex discrimination and retaliation. Said policy was attached to the Original Decree as Exhibit F. Within fifty (50) days of the entry of the **Final Order Approving Amended Consent Decree, Distribution of Damages and Preference List and Order of Dismissal**, Defendant shall post a copy of said policy in a place at Branch 074 where applicants can see it and shall distribute said policy to each manager and regular employee of Defendant's Branch 074 facility in High Point. Additionally, beginning within fifty (50) days of the entry of the **Final Order Approving Amended Consent Decree, Distribution of Damages and Preference List and Order of Dismissal**, and continuing throughout the pendency of this Amended Decree, Defendant shall furnish a copy of said policy to each new hire at Branch 074 upon hiring.

(26) Defendant certifies that it has provided training to all former management and supervisory employees of the Asheboro facility concerning its policy against race and sex

discrimination and any form of prohibited retaliation. The training provided was "Your Role in Preventing Discrimination and Your Role in Preventing Harassment," conducted on March 17-18, 1998. A description of this training, and a roster of all in attendance, has been provided to the Commission.

(27) Defendant shall hold group meetings concerning its policy against race and sex discrimination, harassment, retaliation, and how to process internal complaints at Leggett & Platt Incorporated, with all employees on the payroll of the Asheboro facility who transfer to Branch 074 and who have not already attended such a meeting at the Asheboro facility prior to this transfer. These meetings or meeting shall be completed within ninety (90) days of entry of the **Final Order Approving Amended Consent Decree, Distribution of Damages and Preference List and order of Dismissal**. Within one hundred twenty (120) days of entry of the **Final Order Approving Amended Consent Decree, Distribution of Damages and Preference List and Order of Dismissal**, Defendant shall certify to the Commission the specific information shared with employees and shall provide the Commission with a roster of all employees in attendance. Said certification and roster shall be forwarded to Mindy E. Weinstein, Regional Attorney, EEOC, at the address in paragraph 18 above.

RECORD KEEPING AND REPORTING

(28) During the eighteen (18) month term of this Amended Consent Decree, Defendant shall submit semi-annual reports to the Commission concerning its hiring practices and complaints of retaliation if any such activity has occurred at Branch 074 during the previous six (6) months. If no such activity has occurred and a report is unnecessary, Defendant shall provide

written certification to the Commission that no report is necessary. If reports are necessary, said reports shall contain the following information for the reporting period:

- (a) the name, address, social security number, race, sex and position of all persons hired;
- (b) the identity of all persons from the Preference List who Defendant contacted, or attempted to contact for hire, but who were not hired, and the reason for non-hire;
- (c) copies of all job applications received during the reporting period; and
- (d) the name, address and social security number of all persons who personally complained to local or corporate management or Human Resources about race or sex discrimination, harassment or retaliation, and Defendant's response to each complaint.

(29) The first report shall be submitted five (5) months after entry of the **Final Order Approving Amended Consent Decree, Distribution of Damages and Preference List and Order of Dismissal**. Thereafter, any reports required by covered activity at Branch 074, or certifications that no report is necessary, shall be submitted every six (6) months during the term of this Amended Decree, unless excused by the Commission, in writing, for good cause. Whether good cause exists shall be determined by the Commission, in its sole discretion. All required reports and/or certifications that no report is necessary shall be mailed to Mindy E. Weinstein, Regional Attorney, EEOC, at the address in paragraph 18 above.

COMPLIANCE REVIEW

(30) Defendant agrees that the Commission may review compliance with this Amended Decree. As part of such review, the Commission may upon reasonable notice of not less than forty-eight (48) hours, inspect Defendant's premises, interview employees and examine and copy documents.

(31) In the event that the Commission believes that a violation of this Amended Decree has occurred, the commission shall give notice of the alleged violation to Defendant prior to exercising any remedy provided by law. Defendant shall have twenty (20) days to investigate and respond to any allegation that a violation has occurred. Thereafter, the Commission and Defendant shall have a period of fifteen (15) days, or such additional period as may be agreed upon by them, in which to engage in negotiation and conciliation regarding such allegations before the Commission exercises any remedy provided by law.

TERM/ENFORCEMENT JURISDICTION/COSTS

(32) The term of this Decree shall be for eighteen (18) months from its entry by the Court.

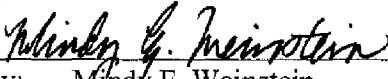
(33) Each party shall bear its own costs and attorney's fees.

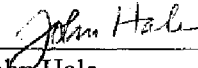
(34) This Court shall retain jurisdiction for this cause for purposes of monitoring compliance with this Amended Decree and entry of such further orders as may be necessary or appropriate.

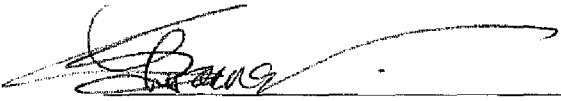
CONSENTED TO this 9th day of December, 1999.

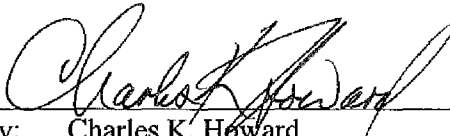
U.S. Equal Employment
Opportunity Commission

Leggett & Platt, Incorporated


By: Mindy E. Weinstein
Regional Attorney
U.S. Equal Employment
Opportunity Commission


By: John Hale
Title: Vice President-Human Resources
Leggett & Platt, Incorporated


By: Lynette A. Barnes
Senior Trial Attorney
U.S. Equal Employment
Opportunity Commission


By: Charles K. Howard
Counsel for Leggett & Platt,
Incorporated

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF NORTH CAROLINA
GREENSBORO DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION NO. 1:99CV00171
)	
LEGGETT & PLATT, INC.)	
)	
Defendant.)	
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**FINAL ORDER APPROVING AMENDED CONSENT DECREE,
DISTRIBUTION OF DAMAGES AND PREFERENCE LIST
and ORDER OF DISMISSAL**

The above-styled action is before the Court for final approval of the Amended Consent Decree between the U.S. Equal Employment Opportunity Commission ("Commission" or "Plaintiff") and Leggett & Platt, Incorporated ("Defendant"). On March 10, 1999, the parties submitted a Consent Decree (hereafter the "Original Consent Decree" or the "Original Decree") to the Court. On April 15, 1999, this Court issued an order provisionally approving the Original Decree, and requiring that notice be given to the charging party and members of the class. On July 12, 1999, this Court issued an order provisionally approving the proposed Distribution of Damages and Preference List for hiring, and requiring that notice be given to the charging party and members of the class. Because no objections were filed to the Original Decree or the proposed Distribution of Damages and Preference List, the Court did not hold a fairness hearing. On December 9, 1999, the parties submitted an Amended Consent Decree, which was negotiated by the parties due to the closing of Defendant's Asheboro, North Carolina facility.

EXHIBIT A

The Court finds as follows:

1. The parties have fully complied with the notification requirements as set forth in the Original Decree and this Court's Order approving the proposed Distribution of Damages and Preference List.

2. Fair, reasonable, adequate and proper notice of: (a) this Court's Order provisionally approving the Original Consent Decree; (b) this Court's Order approving the proposed Distribution of Damages and Preference List; and (c) the terms of the proposed Original Consent Decree, has been given to the class. No objections were filed to the Original Consent Decree or to the proposed Distribution of Damages and Preference List.

3. The Amended Consent Decree does not alter the "Damages" portion of the Original Decree. All negotiated amendments to the Original Decree (as reflected by the Amended Consent Decree) related only to the preferential hiring and record keeping obligations imposed by the Original Decree. In negotiating the terms of the Amended Consent Decree, the parties considered the interests of the aggrieved class members. The relief provided by the Amended Consent Decree is consistent with the purpose and intent of the Original Decree.

4. Standard of review. This court must determine whether the settlement is fair, adequate and reasonable, and is guided by Flinn v. FMC Corporation, 528 F.2d 1169 (4th Cir. 1975), cert. denied 424 U.S. 967 (1976).

5. Based on the record, the Court finds that the settlement is fair, adequate and reasonable.

6. The court further finds that the Amended Consent Decree, Distribution of Damages and Preference List, are fair, reasonable, adequate and consistent with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.

CONCLUSION

Based on the foregoing, and all the pleadings, records, proceedings and arguments of counsel herein, IT IS ORDERED AND ADJUDGED that:

1. The Distribution of Damages and Preference List are hereby finally approved and adopted as amendments to the Amended Consent Decree;
2. The Amended Consent Decree (as further amended by the final Distribution of Damages and Preference List) is finally approved and entered as of the date of this Order. The Amended Consent Decree is fair, adequate and reasonable; and
3. This action is hereby dismissed with prejudice, except that the Court retains jurisdiction for a period of two (2) years from the date hereof over any action to enforce the Amended Consent Decree.

SO ORDERED, this ____ day of _____, 1999.

The Honorable James A. Beaty
Judge, U.S. District Court

NOTICE TO EMPLOYEES

Federal law prohibits discrimination against any employee or applicant for employment because of the individual's race, color, religion, sex, national origin, disability or age (40 and over) with respect to hiring, promotion, discipline, firing, compensation, or other terms, conditions or privileges of employment.

Federal law also prohibits retaliation against any employee or applicant for employment because the individual has opposed discriminatory employment practices.

Leggett & Platt, Incorporated, supports and will comply with such federal law in all respects and will not take any action against employees because of their race, color, religion, sex, national origin, disability or age, or because they have exercised their rights under the law. Furthermore, Leggett & Platt, Inc., will not discriminate because of race or sex in hiring.

Leggett & Platt, Incorporated, has adopted an equal employment opportunity policy and will ensure that all management, supervisory employees and other employees abide by the requirements of that policy. A copy of the policy is being posted contemporaneous with this notice.

If you believe that you have been discriminated against based on your sex, race or in retaliation for opposing discriminatory employment practices, you should report the discriminatory conduct promptly to Leggett & Platt, Incorporated, or to the U.S. Equal Employment Opportunity Commission.

This Notice will remain posted for at least one (1) year.

DO NOT REMOVE THIS NOTICE UNTIL: _____, 2000.

Date

for Leggett & Platt, Inc.

EXHIBIT B