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**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

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EQUAL EMPLOYMENT OPPORTUNITY	:	
COMMISSION,	:	
	:	CIVIL ACTION NO.
PLAINTIFF,	:	
	:	05-CV-4579 (SJF) (RLM)
v.	:	
	:	
POLAR AIR CARGO, INC.,	:	
	:	
DEFENDANT.	:	
-----	X	

CONSENT DECREE

The parties to this Consent Decree are the Equal Employment Opportunity Commission (hereafter the "EEOC") and Polar Air Cargo, Inc. (hereinafter "Polar"). The EEOC brought this action on September 28, 2005, pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. ("Title VII") and the Civil Rights Act of 1991, 42 U.S.C. § 1981A. The EEOC alleged that Polar discriminated against Louise Gettman and other female pilots by not allowing them to fly to the Middle East after September 11, 2001, and discharged First Officer Gettman in retaliation for complaining that this was discriminatory. Polar denies that it violated Title VII, discriminated or retaliated against Gettman, or discriminated against any other female pilot and contends that it discharged Gettman for good cause.

The Parties hereto desire to settle this action, and therefore do hereby stipulate and consent to the entry of this Decree as final and binding between the parties and their successors or assigns. This Decree resolves all matters related to Civil Action 05-CV-4579 (SJF) (RLM)), now pending in the United States District Court for the Eastern District of New York. The parties agree that this Decree may be entered into without Findings of Fact and Conclusions

of Law being made and entered by the Court. No waiver, modification or amendment of any provision of this Consent Decree shall be effective unless made in writing, approved by all parties to this Consent Decree and approved or ordered by the Court.

In consideration of the mutual promises and agreements contained in this Decree, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and it is therefore **ORDERED, ADJUDGED AND DECREED that:**

1. This Consent Decree resolves all issues raised in EEOC Charge Number 160-2003-0209 (the “Charge”) and all issues that were raised in the complaint filed by EEOC (the “Complaint”). This Consent Decree does not resolve any charge of discrimination currently pending before the EEOC, or any charge that may be filed in the future, except for the charge (No. 160 2003 0209) that served as the jurisdictional prerequisite in this case.

2. The parties agree and the Court finds that this Court has jurisdiction over the subject matter of this action and the parties to this action, that venue is proper, and that all administrative prerequisites have been met. No party shall contest the validity of this Decree or the jurisdiction of the federal district court to enforce this Decree and its terms.

3. This Decree is issued with the consent of the parties.

4. The Parties agree that this Consent Decree constitutes the complete agreement between the EEOC and Polar with respect to the matters referred to herein. No waiver, modification or amendment of any provision of this Consent Decree shall be effective unless made in writing, approved by all Parties to this Decree and approved or ordered by the Court.

5. This Consent Decree does not and should not constitute grounds for suspension and/or debarment of Polar from government contracts under any federal statute or

regulation, including, without limitation, the Federal Acquisition Regulation, 48 C.F.R. § 9.406-2, or Executive Order 11246, 30 Fed. Reg. 12,319 (Sept. 18, 1965) and regulations enforcing the Executive Order, 41 C.F.R. § 60-1.27.

6. At the written request of Gettman, Polar shall include copies of this Consent Decree, the Charge and the Complaint in any employment or personnel file of Gettman maintained by Polar.

MONETARY RELIEF

7. Polar shall take all action necessary and appropriate to obtain from the United States Bankruptcy Court for the Southern District of Florida an order, substantially in the form annexed as Exhibit A hereto, granting to First Officer Gettman an allowed unsecured claim against Polar's bankruptcy estate in the amount of \$50,000 (the "Gettman Claim"). The Gettman Claim shall be treated in accordance with Polar's confirmed chapter 11 plan of reorganization.

POSTING OF NOTICES

8. Polar shall ensure that EEO posters pertaining to laws prohibiting discrimination and sexual harassment are posted in conspicuous places in all of its locations in accordance with 29 C.F.R. § 1601.30.

SEXUAL HARASSMENT POLICY AND TRAINING

9. Neither Polar nor its managers, officers, agents, successors, or assigns will discriminate against any individual because of the individual's sex, engage in harassment toward any employee, create or permit a hostile environment for employees based on their sex, or retaliate against any individual for participating in this matter in any way, for assisting or providing information to the EEOC, or for asserting his or her rights under Title VII.

10. Polar will revise its current policy concerning sexual harassment and discrimination as attached as Exhibit B hereto (the “Amended Policy”) and shall send the Amended Policy to all of its employees within thirty (30) days of this Decree to replace pages 8 through 10 of Polar’s Code of Conduct & Employee Handbook.

11. Polar shall provide all new employees with copies of the Amended Policy within ten (10) days of the commencement of their employment. In the event that Polar should wish to modify the Amended Policy during the term of the Decree, it shall do so only after submitting the modified policy to the EEOC for approval and receiving such approval from the EEOC in writing.

12. Polar agrees to provide no fewer than two (2) hours of training in Federal laws prohibiting discrimination in employment for all employees of Polar provided by Ropes & Gray LLP, or any other firm or agency approved by the EEOC in writing, including training by presentation and/or video on topics including sexual harassment and complaint procedure for discrimination, harassment and retaliation complaints. The foregoing training shall be completed by all “crewmembers” of Polar within eighteen (18) months of the entry of this Decree and by all other employees of Polar within nine (9) months of the entry of this Decree.

13. Within sixty (60) days of the completion of the initial training described in the preceding paragraph, Polar shall provide the Legal Unit of EEOC, New York District Office, with a listing of all employees, managers and supervisors who have received the training, including the dates of the trainings.

WEBSITES

14. Polar will amend its website to make clear that it is an Equal Employment Opportunity employer, and provide a link to the policy set forth in Paragraph 10.

MISCELLANEOUS PROVISIONS

15. The effective date of this Decree shall be its date of entry as an order of the Court.

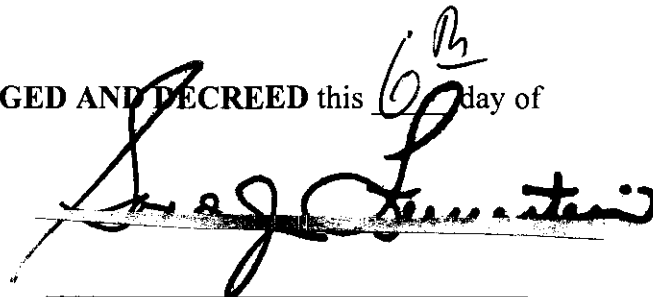
16. This Decree will remain in effect for two (2) years from the date it is signed by the Court.

17. Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in the event that Polar fails to perform the promises and representations contained herein. The Court shall retain jurisdiction over any such enforcement proceedings during the duration of this Consent Decree.

18. The parties agree to bear their own attorneys' fees and costs associated with this case.

June, 2006.

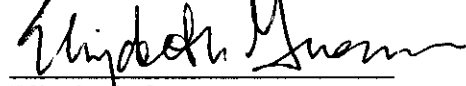
SO ORDERED, ADJUDGED AND DECREED this 6th day of



Judge Feuerstein


APPROVED IN FORM AND CONTENT:

FOR THE EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION



Elizabeth Grossman
Regional Attorney

FOR POLAR AIR CARGO, INC.



Mark Somerstein
duly authorized counsel

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF FLORIDA
www.flsb.uscourts.gov

In re:	§	(Chapter 11)
	§	
ATLAS WORLDWIDE HOLDINGS, INC.; ATLAS AIR, INC.;	§	Case Numbers 04-10792-BKC-RAM through 04-10796-BKC-RAM
POLAR AIR CARGO, INC.;	§	
AIRLINE ACQUISITION CORP. I; AND	§	
ATLAS WORLDWIDE AVIATION LOGISTICS, INC.;	§	(Jointly Administered under Case Number 04-10792-BKC-RAM)
	§	
Debtors.	§	

**SUPPLEMENTAL ORDER REGARDING
CLAIM NO. 9980253 ASSERTED BY LOUISE A. GETTMAN**

THIS MATTER having come before the Court upon the *Third Omnibus Objection to Claims* (the “Objection”) filed by, among others, Polar Air Cargo, Inc. (“Polar”), one of the former debtors and debtors in possession in the above-captioned cases (the “Debtors” or “Reorganized Debtors,” as applicable”); and Louise A. Gettman (the “Claimant”) having filed a priority claim in the amount of \$50,000 (no. 9980253 (the “Claim”)), asserting a liability for potential damages arising from, among other things, a complaint before the Equal Employment Opportunity Commission (“EEOC”) alleging discriminatory acts by the Reorganized Debtors in violation of Title of VII of the Civil Rights Act of 1964 (the “Claims”); and the Reorganized Debtors having objected to the Claim; and this Court having entered (i) the Order Regarding Claim No. 9980253 Asserted by Louise A. Gettman, dated March 29, 2005 and (ii) the Order (1) Granting in Part and Denying Part Plaintiff’s Motion for Preliminary Injunction; (2) Vacating Order Setting Pretrial Conference and Trial; and (3) Setting Filing Deadlines, Briefing Schedule and Hearing on Summary Judgment Motions, dated March 31, 2006.

Accordingly, it is hereby ORDERED that:

1. The Claim shall be allowed in the amount of \$50,000 as a general unsecured claim against Polar.

2. All other amounts (i) scheduled by the Debtors in their Schedules of Assets and Liabilities or (ii) in any proofs of claim filed against the Debtors by the Claimant are hereby disallowed in their entirety, and the Claimant shall not be entitled to any additional distribution from the Debtors' estates on account of the Claim.

SO ORDERED in the Southern District of Florida on _____.

ROBERT A. MARK, CHIEF JUDGE
U.S. BANKRUPTCY COURT

Copies to:

Jordi Guso, Esq.

(Attorney Guso is directed to serve a conformed copy of this Order immediately upon receipt and to file a certificate of service.)

including without limitation those

Atlas Air Worldwide Holdings, Inc.

Employment with Atlas and Polar

Equal Employment Opportunity

The Company is committed to the equitable treatment of all employees and qualified applicants for employment. All applicants and employees should be judged by their qualifications, demonstrated skills and achievements.

The Company strives to afford equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, sexual orientation, national origin, citizenship, place of birth, age, or disability, in accordance with federal, state and local laws. It is the Company's goal to make reasonable accommodations for an otherwise-qualified individual with a disability.

Further, the Company does not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, citizenship, place of birth, age, or disability. All personnel policies relating to hiring, transfers, promotions, layoffs, compensation, benefits, training, educational assistance and all treatment on the job should be free of discriminatory practices. Underscoring this policy is our commitment, concern and respect for the employee's dignity and well-being.

The Company forbids retaliation of any kind against any employee for reporting a suspected violation of equal opportunity or discrimination laws. ~~At the same time, employees are prohibited from knowingly submitting false reports and will be subject to appropriate disciplinary action, up to and including discharge, for doing so.~~

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Affirmative Action Policy

Atlas and Polar are committed to providing equal employment opportunities and have developed an Affirmative Action Plan (AAP) to help achieve this objective.

Pursuant to the AAP, Atlas and Polar affirm to potential employees, current employees, customers, vendors, stockholders and others that opportunities are made available on a nondiscriminatory basis and that employment and advancement within Atlas and Polar are based on individual merit and ability.

This non-discrimination policy applies to all terms, conditions and privileges of employment including recruitment, hiring, training, promotion, transfer, compensation, benefits, and social and recreational programs. It is the responsibility of every manager and employee to adhere to this policy.

Accountability for the AAP is delegated to the Human Resources Department, including the Human Resources Officer, who is the Company's Equal Employment Opportunity Officer. The Company's Affirmative Action Plan is on file in the Human Resources Department and may be reviewed upon request during normal business hours. ■

illegal

Policy against Harassment and Discrimination

It is the Company's policy to ensure compliance with all federal, state and local laws that guarantee employees the right to work in an environment free of hostile or offensive behavior. In an effort to provide a work environment free of unlawful harassment and discrimination, the Company has a "zero tolerance" policy for such conduct. Each employee should be treated with respect and dignity. We need to focus our energy and effort on business issues. Inappropriate behavior like harassment and discrimination detracts from that focus and has no place in our work environment.

By creating a work environment free of harassment, the Company ensures that employees will not be exposed to unsolicited or unwelcome forms of harassment and discrimination. As such, the Company prohibits any form of physical, visual and verbal harassment of a sexual nature, as well as any form of discrimination based on race, religion, color, national origin, age, gender, disability, veteran status, citizenship, pregnancy, marital status, sexual orientation or any other protected status in accordance with applicable federal, state and local law. All employees are encouraged to inform the source of the harassment or discrimination that the behavior is unwelcome, and are responsible for promptly reporting harassment or discrimination to the appropriate Company representative when it occurs and whether or not the employee is directly involved (e.g., immediate supervisor, manager, Human Resources Department, Legal Department, or Compliance Hotline). No employee will be retaliated against for reporting ~~a good faith allegation of~~ harassment or discrimination.

Any questions concerning this policy should be discussed with the Human Resources Department or the Legal Department.

Sexual Harassment

Sexual harassment is unlawful and will not be tolerated. Such conduct can expose not only the Company, but also the individuals involved in such conduct, to significant liability under the law. At Atlas and Polar, sexual harassment, whether verbal, physical or environmental, is unacceptable and will not be tolerated. Such conduct may result in disciplinary action up to and including discharge.

Prohibited Conduct

Sexual harassment includes unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, when:

- ▶ submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;
- ▶ submission to or rejection of such conduct by an individual is used as a basis for employment decisions affecting such individuals; or
- ▶ 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.

unlawfully

Employment with Atlas and Polar

No supervisor shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, compensation, advancement, assigned duties, or any other term or condition of employment.

Other sexually harassing conduct, whether committed by supervisors or non-supervisory personnel, is also prohibited. Depending on the circumstances, examples of sexual harassment may include, but are not limited to, unwelcome conduct such as:

- ▶ physical assaults of a sexual nature, such as rape, sexual battery, molestation or attempts to commit these assaults;
- ▶ intentional physical conduct which is sexual in nature, such as touching, pinching, patting, grabbing, brushing against another employee's body or poking another employee's body;
- ▶ sexual flirtations, advances or propositions;
- ▶ verbal jokes, teasing, epithets, slurs or abuse of a sexual nature;
- ▶ sexually degrading words used to describe an individual;
- ▶ display of sexually suggestive objects, graphics, pictures, graffiti or e-mail;
- ▶ ~~retaliation against employees for complaining about the behaviors described above or for cooperating in any investigation of alleged sexual harassment.~~

Employee Responsibilities

- ▶ To refrain from all conduct which might be considered improper harassment, discrimination, or retaliation;
- ▶ To report harassment or discrimination.

Employee's Responsibilities: If an employee believes he or she has been improperly harassed or discriminated against in violation of these guidelines, the employee should promptly report the facts of the incident(s) and the name of the individual(s) involved to his or her supervisor or manager. If the alleged source of the harassment or discrimination is the employee's supervisor or manager, or the employee does not feel that the situation was or will be adequately resolved by the supervisor or manager, then the employee should report the incident to the next-level manager, a Human Resources Department representative, a member of senior management or the Compliance Hotline.

Report Witnessed Incidents: Any employee who witnesses what is believed to be harassment or discrimination has a responsibility to report it to an appropriate supervisor or manager, or to the Human Resources Department or the Compliance Hotline. If the alleged source of the harassment or discrimination is an employee's immediate supervisor or manager, the witness should report the incident to the next-level supervisor or manager or to the Human Resources or Legal Department or the Compliance Hotline.

insert Riders

at (877) 540-5060

may

at (914) 701-8348

RIDERS:

Policy Against Other Forms of Harassment and Discrimination

The Company does not discriminate on the basis of race, color, religion, sex, sexual orientation, national origin, citizenship, place of birth, age, or disability. The Company also recognizes that harassment on the basis of race, religion, age, sex, color, sexual orientation, national origin, citizenship, place of birth, age, or disability is a form of discrimination. Conduct prohibited includes, but is not limited to, racial or ethnic slurs and epithets. An employee who believes that he or she has been subject to any such discrimination is encouraged to report the matter, using the complaint procedure outlined below. Any employee who violates this policy may be subject to disciplinary action up to and including discharge.

Policy Against Retaliation

It is also a violation of Company policy and it is unlawful to retaliate against an employee for complaining about harassment or discrimination or for cooperating in any investigation of a complaint of sexual harassment or discrimination. Any such retaliation may also result in disciplinary action up to and including discharge.