

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

BEALL CONCRETE ENTERPRISES, LTD.,
d/b/a Redi-Mix and Redi-Mix Concrete,
a wholly owned subsidiary of U.S. CONCRETE
INC.,

Defendant.

CIVIL ACTION NO.

3:06-CV-1779-M⁰

CONSENT DECREE

This Consent Decree is made and entered into between the Plaintiff, the Equal Employment Opportunity Commission ("EEOC"), and the Defendant, Beall Concrete Enterprises, Ltd., d/b/a Redi-Mix and Redi-Mix Concrete, a wholly owned subsidiary of U.S. Concrete, Inc. (hereinafter collectively referred to as "the parties").

On September 28, 2006, the Equal Employment Opportunity Commission instituted a lawsuit in the United States District Court for the Northern District of Texas, Dallas Division, Civil Action Number 3:06-CV-1779-M against Defendant, alleging that the Defendant violated the Age Discrimination in Employment Act of 1967 ("ADEA"), as amended, when it terminated Charging Party Charles Gentry from his employment because of his age (63) and failed or refused to rehire him on this basis.

The parties hereto desire to compromise and settle the differences embodied in the

aforementioned lawsuit, and intend that the terms and conditions be set forth in this Consent Decree.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the court finds appropriate, and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Court has jurisdiction to enforce the provisions set forth in this Consent Decree.
2. This Consent Decree resolves all issues, including all like and related issues, raised in EEOC Charge Number 310-2005-02671. This Decree further resolves all issues in the Complaint filed by the Commission in this civil action, including its ADA claims. As part of the Agreement and to resolve this case, the EEOC agrees not to appeal the summary judgment ruling on its ADA claims. The Commission does not waive processing or litigating charges or cases other than the above referenced charges and Complaint. It is understood that this Consent Decree does not constitute an admission by Defendant of any violation of the Age Discrimination in Employment Act of 1967, as amended.
3. Defendant agrees not to discriminate on the basis of age with respect to recruitment, hiring, transfer, termination, or any other employment action, and Defendant further agrees not to retaliate in any way against any person because of opposition to any practice declared unlawful under the ADEA or because of the filing of a charge, giving testimony, or assisting or participating in any manner in

any investigation, proceeding or hearing.

4. Defendant agrees to post the Notice appended hereto as Attachment "A" on the employee bulletin board on all floors of its facility located in Euless, Texas, within 10 days after the entry of this Consent Decree. Defendant will report to the EEOC that it has complied with this requirement within 30 days after posting the notice.

5. For each year that this Consent Decree is in effect, Defendant agrees to conduct annual training for all managers and supervisors of Defendant's Euless Texas, facility, advising them of the requirements and prohibitions of the ADEA. The training will inform the employees of the complaint procedure for individuals who believe that they are being discriminated against by Defendant. This annual training will also advise managers, and supervisors of the consequences imposed upon Defendant for violating the ADEA. The training will also include a specific discussion or instruction relating to the issue of age discrimination, and Defendant's policies regarding the reporting requirements regarding complaints of age discrimination and the appropriate investigation of age discrimination claims. The training shall be at least one (1) hour in duration. No less than 10 days before the training is conducted, Defendant agrees to give written notice to the EEOC as to the date and location of the training, the name and qualifications of the person providing the training and the substance of the training. All materials used in conjunction with the training shall be forwarded to the EEOC. Within 20

days following the training, Defendant shall submit to the EEOC confirmation that the training was conducted, and a list of attendees.

6. Defendant agrees to pay Charles Gentry the gross sum of \$50,000.00 in full and final settlement of the claims asserted in this dispute. This \$50,000.00 represents backpay under the ADEA for the claim asserted by the EEOC on behalf of Charging Party Charles Gentry. Payment shall be made in the form of cashier's check and made payable to Charles Gentry. The cashier's check shall be mailed within 10 days after entry of this Consent Decree to: Devika Seth, Senior Trial Attorney, 207 S. Houston Street, 3rd Floor, Dallas, Texas 75202.
7. If Defendant fails to tender payment or otherwise fails to timely comply with the terms of paragraph 6 above, Defendant shall pay interest at the rate for post-judgment pursuant to applicable law on any untimely or unpaid amounts.
8. The parties agree to bear their own costs associated with this action, including attorney's fees.
9. The Commission has the right to specifically enforce the terms of this Decree. Nothing in this Consent Decree can preclude further actions by the EEOC or any other person to remedy any other alleged violations of the ADEA by Defendant.
10. The effective date of this Decree shall be the date upon which it is signed for approval by the Court.
11. The term of this Decree shall be for two (2) years from the effective date. The Court shall retain jurisdiction to enforce the terms of this Decree until the

expiration of the term of the Consent Decree.

APPROVED AS TO FORM AND CONTENT:

FOR THE PLAINTIFF:

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

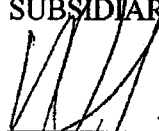


ROBERT A. CANINO
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FOR THE DEFENDANT:


BEALL CONCRETE ENTERPRISES,
LTD., D/B/A REDI-MIX AND REDI-MIX
CONCRETE, A WHOLLY OWNED
SUBSIDIARY OF U.S. CONCRETE, INC.



MARK J. LEVINE
Texas State Bar No. 00791102

4747 Bellaire, Suite 500
Bellaire, Texas 77401
Telephone: (713) 574-4560
Facsimile: (713) 660-8637

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SO ORDERED, ADJUDGED AND DECREED this 22^d day of April, 2008.



THE HONORABLE REED O'CONNOR
UNITED STATES DISTRICT JUDGE

NOTICE

1. Federal Law requires that there be no discrimination against or harassment of any employee or applicant for employment because of that person's age, race, color, religion, sex, national origin, or disability with respect to hiring, compensation, promotion, discharge or other terms, conditions or privileges of employment.
2. Redi-Mix Concrete strongly supports and will comply with such Federal Law in all aspects and it will not take any action against employees because they have exercised their rights under the law.
3. Employees may report violations of the company's EEO policy to General Manager Scott Evans at (817) 835-4100, Patti Reardon at (817) 835-4096, or Peter Baczynski at (817) 835-4024.

General Manager, Redi-Mix

Attachment "A"