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DAVID W. DANIEL, CLERK
U.S. DISTRICT COURT
E. DIST. NO. CAR.

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WESTERN DIVISION

FILED

APR 22 1999

DAVID W. DANIEL, CLERK
U.S. DISTRICT COURT
E. DIST. NO. CAR.

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
G-A MASONRY CORPORATION,)
)
Defendant.)

CIVIL ACTION NO. 5:99-CV-257-B
(2)

CONSENT DECREE

This action was instituted by the Equal Employment Opportunity Commission ("Plaintiff") against G-A Masonry Corporation ("Defendant") pursuant to Section 706(f)(1) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq., ("Title VII") and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a. Plaintiff alleged that Defendant engaged in an unlawful employment practice at its Fort Bragg, North Carolina site when it failed to hire Diane Gill, Betsy Frasier and a class of similarly situated females because of their sex.

Plaintiff and Defendant hereby stipulate to jurisdiction of the Court over the parties and the subject matter of this action.

Plaintiff and Defendant desire to resolve the allegations in the Complaint without the burden, expense, and delay of contested litigation. Therefore, both have agreed to the entry of this Consent Decree. This Decree, being entered with the consent of

the 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 Decree. The parties have agreed to this Decree, and neither this 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.

This Decree shall be final and binding upon Plaintiff and Defendant, as well as upon their respective successors and assigns.

The Court has jurisdiction over the parties and the subject matter of this action. The Court has reviewed the terms of the proposed Consent Decree and in light of the pleadings and applicable laws and regulations, it has approved this Consent Decree as one which will promote and effectuate the purposes of Title VII.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. Defendant shall not discriminate against applicants for employment or employees on the basis of sex (gender) by denying equal employment opportunities to female applicants or employees.

2. Defendant shall not discriminate or retaliate against any person because of opposition to any practice made unlawful under Title VII, or because of the filing of a charge, the giving of testimony, or assistance or participation in any investigation, proceeding or hearing under Title VII.

3. Defendant agrees to pay the gross sum of Forty Thousand Dollars (\$40,000) to resolve the Commission's claim for damages under Title VII. The entire settlement fund shall be distributed to the Charging Parties and the aggrieved class members in the following amounts:

- (a) Diane Gill - Nineteen thousand (\$ 19,000) dollars;
- (b) Betsy Frasier - Seventeen thousand (\$ 17,000) dollars; and
- (c) Class members (Michelle Coleman, Adriane Henry, Willie Jones and Gladys Spinks) - One thousand (\$ 1,000) dollars each.

4. Upon receipt of the signed releases referenced in paragraph 8 below, payment shall be made by Defendant in two installments. The first installment in the gross amount of twenty-five thousand (\$ 25,000) dollars shall be made within fifty (50) days after the Court approves this Consent Decree. The payment shall be divided between the Charging Parties and class members as follows (in gross amounts):

- (a) Diane Gill - Twelve thousand (\$ 12,000) dollars;
- (b) Betsy Frasier - Ten thousand five hundred (\$ 10,500) dollars; and
- (c) Class members (Michelle Coleman, Adriane Henry, Willie Jones and Gladys Spinks) - Six hundred twenty-five (\$ 625) dollars each.

5. The second installment in the gross amount of fifteen thousand (\$ 15,000) dollars shall be made within one hundred and eighty (180) days after the first installment. The payment shall be divided between the Charging Parties and class members as follows (in gross amounts):

- (a) Diane Gill - Seven thousand (\$ 7,000) dollars;
- (b) Betsy Frasier - Six thousand five hundred (\$ 6,500) dollars; and
- (c) Class members (Michelle Coleman, Adriane Henry, Willie Jones and Gladys Spinks) - Three hundred seventy-five(\$ 375) dollars each.

6. All checks shall be mailed by certified mail, return receipt requested to each of the class members and the Charging Parties at the addresses to be provided by the EEOC. Within ten (10) days of the date that Defendant mails the checks, Defendant shall mail to Mindy E. Weinstein, Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of each check and proof of its delivery.

7. The parties agree that 50% of the monies distributed to the Charging Parties and to the class members (as described in paragraph 3 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 appropriate federal employment tax withholdings from all amounts deemed wages.

8. Within ten (10) days after the Court approves this Consent Decree, Defendant shall mail the required releases directly to the Charging Parties and class members. The Charging Parties and class members, in consultation with their attorneys, shall have thirty (30) days to review and return the releases to Defendant. In the event that the required releases are not signed and returned to Defendant, and Defendant does not make the payments set forth in paragraphs 4 and 5 herein, the parties agree that this Consent Decree shall be null and void and litigation shall proceed in this matter.

9. Defendant agrees to eliminate from the employment record of Diane Gill and Betsy Frasier any and all documents and entries relating to the facts and circumstances which led to the filing of EEOC Charge Nos. 141970076 and 141970227 and the related events which occurred thereafter.

10. Within ten (10) days after the Court's approval of this Consent Decree, and continuing throughout the term of this Decree, Defendant shall conspicuously post the attached Employee Notice, marked Exhibit A, in a place where it is visible to employees at all of its North Carolina job sites.

11. Defendant has adopted a written policy prohibiting sex discrimination. Said policy is attached hereto as Exhibit B. A copy of said policy shall be distributed to each manager, supervisor and employee at each of Defendant's North Carolina job sites within thirty (30) days of the entry of this Consent Decree, and to each applicant and new hire upon application or hiring.

12. Defendant shall provide training to all managers, supervisors and employees on the payroll of Defendant's North Carolina job sites concerning its policy against sex discrimination. This training shall be completed within sixty (60) days of entry of this Consent Decree. Within ninety (90) days of entry of the Consent Decree, Defendant shall certify to the Commission the specific training which was undertaken 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 6 above.

13. For a period of one (1) year from the date this Consent Decree is entered by the Court, Defendant shall submit semi-annual reports to the Commission concerning its hiring practices at all of its North Carolina job sites, both currently existing sites and all new projects for which hiring occurs during the one year period. The 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) copies of all job applications received during the reporting period; and
- c) the name, address and social security number of all persons who complained about sex discrimination in hiring and Defendant's response to each complaint.

14. The first report shall be submitted five (5) months after entry of the Consent Decree. The second report shall be submitted six months after the first report. The reports shall be mailed to Mindy E. Weinstein, Regional Attorney, EEOC, at the

address in paragraph 6 above.

15. Defendant agrees that the Commission may review compliance with this Decree. As part of such review, the Commission may inspect Respondent's job sites, interview employees and examine and copy documents.

16. If at any time during the term of this Decree, the Commission believes that Defendant is in violation of this Decree, the Commission shall give notice of the alleged violation to the Defendant. Defendant shall have thirty (30) days in which to investigate and respond to the allegations. Thereafter, the parties shall have a period of thirty (30) 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.

17. The term of this Decree shall be for two (2) years from its entry by the Court.

18. Each party shall bear its own costs and attorney fees.

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

4-16-99
Date

Terrence W. Boyle
Judge, U.S. District Court
Eastern District of North Carolina

CONSENTED TO this 14th day of April, 1999.

G-A MASONRY CORPORATION

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

By: Engen George / President
for G-A Masonry Corporation

Mindy E. Weinstein
Mindy E. Weinstein
Regional Attorney

By: David A. Grant
David A. Grant
Attorney at Law
Baker & Hostetler LLP
1050 Connecticut Ave., N.W.
Washington, D.C. 20036

Lynette A. Barnes
Lynette A. Barnes
Senior Trial Attorney
129 W. Trade Street
Suite 400
Charlotte, NC 28202

Equal Employment Opportunity

Effective Date: 8/29/97

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at G-A will be based on merit, qualifications, and abilities. G-A does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, national origin, age, disability, or any other characteristic protected by law.

G-A will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

In addition to a commitment to provide equal employment opportunities to all qualified individuals, G-A has established an affirmative action program to promote opportunities for individuals in certain protected classes throughout the organization.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Personnel Office. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

Copy to:

Lynette A. Barnes
Senior Trial Attorney
129 W. Trade Street, Suite 400
Charlotte, NC 28202

David A. Grant
Baker & Hostetler LLP
1050 Connecticut Ave., N.W.
Washington, D.C. 20036