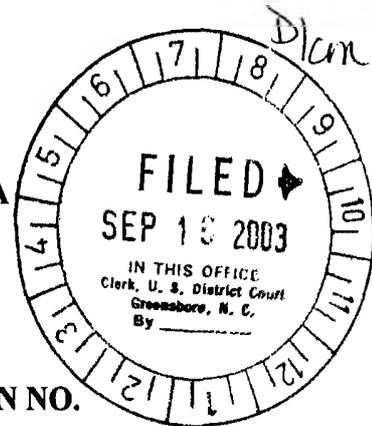


2.

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



**EQUAL EMPLOYMENT** )  
**OPPORTUNITY COMMISSION,** )  
) )  
**Plaintiff,** )  
) )  
**v.** )  
) )  
**U.S. PIPELINE, INC., and** )  
**LABORERS LOCAL UNION 980 of** )  
**LABORERS INTERNATIONAL UNION** )  
**of NORTH AMERICA,** )  
) )  
**Defendants.** )  
\_\_\_\_\_ )

CIVIL ACTION NO.

**1:03CV00838**

CONSENT DECREE

The Equal Employment Opportunity Commission (“Plaintiff” or the “EEOC”) instituted this action seeking relief for Wilmer R. Barrera-Nataren, Faustina Fortanell-Resendiz, José R. Hernandez, Bernardo Macedo, Pascual Macedo, Miguel Natore, José A. Perez, Soner S. Ramos, Arnold R. Rosales, Reynaldo Trejo, Fredi D. Urbina (collectively “Charging Parties”), and other similarly situated individuals, pursuant to Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-5(f)(1) and (3) (“Title VII”) and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

The EEOC and Defendants U.S. Pipeline, Inc. (“U.S. Pipeline”) and Laborers Local Union 980 of Laborers International Union of North America (“Local 980”) (collectively “Defendants”) stipulate to jurisdiction of the Court over them and agree that the subject matter of this action is properly before the Court.

Plaintiff and Defendants have advised the Court that they desire to resolve this action, without the burden, expense and delay of contested litigation. By voluntarily entering into this Consent Decree, Defendants do not admit to any wrongdoing nor do Defendants admit to any violations of Title VII, and Defendants specifically deny the allegations of the Complaint in this

action. Defendants have agreed to the entry of this Consent Decree solely for purposes of compromising and settling the above-referenced action.

Having carefully reviewed the terms and provisions of this Consent Decree, and based upon the pleadings, record and stipulations of the parties, the Court finds the following: (1) the Court has jurisdiction over the parties and the subject matter of this action; (2) the purpose and provisions of Title VII will be promoted and effectuated by the entry of this Consent Decree; (3) the rights of the parties and the public interest are adequately protected by this Consent Decree; and (4) this Consent Decree resolves all matters in controversy between the parties as provided in paragraphs 1 through 23 below.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. Defendants shall not discriminate against any employee on the basis of national origin within the meaning of Title VII, and specifically shall not fail or refuse to hire, or to refer, Hispanic applicants because of their national origin (Hispanic) in violation of Title VII.

2. Defendants shall not 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 the participation in any investigation, proceeding or hearing under Title VII.

3. **Monetary payments.** Defendants shall pay the sum of ninety thousand dollars (\$90,000) in settlement of the claims raised in the complaint filed by the EEOC. Said sum shall be allocated among and distributed to the Charging Parties as follows:

Wilmer R. Barrera-Nataren	\$ 7850
Faustina Fortanell-Resendiz	\$ 7850
José R. Hernandez	\$ 7850
Bernardo Macedo	\$ 7850

Pascual Macedo	\$ 7850
Miguel Natare	\$ 7850
José A. Perez	\$ 7850
Soner S. Ramos	\$ 7850
Arnold R. Rosales	\$ 7850
Reynaldo Trejo	\$ 7850
Fredi D. Urbina	\$ 7850

The remaining sum of \$ 3650 shall be paid to the private attorney for Charging Party José A. Perez, Vicki Rowan, attorney at law, as attorney's fees. A check payable to Vicki Rowan shall be mailed to Ms. Rowan within twenty (20) days of the entry of this Consent Decree by the Court.

4. Within twenty (20) days of the entry of this Consent Decree by the Court, Defendants shall make payment to the Charging Parties by issuing separate checks payable to each of them, and mailing the checks to each individual at an address to be provided by the EEOC. Within forty (40) days of the entry of this Consent Decree, Defendants shall mail to Bobby Simpson, Acting Regional Attorney, Equal Employment Opportunity Commission, 129 W. Trade Street, Suite 400, Charlotte, North Carolina, 28202, copies of the checks to the foregoing individuals and proof of their delivery.

5. Prior to payment of settlement funds to an individual Charging Party, that Charging Party must first execute a "Release" (in Spanish - "Descargo")(hereafter "Release"). Each Charging Party who wishes to participate in the settlement, must return a signed Release (in either English or Spanish) to EEOC. EEOC shall provide defendant U.S. Pipeline, the original release for each Charging Party who receives a payment within twenty (20) days of receipt of proof of payment for each Charging Party, as set out in paragraph 4 above.

6. **Escrow Account.** An escrow account shall be established by Defendants within seventy-five (75) days following the entry of this Consent Decree. Settlement proceeds for each Charging Party who has returned a signed Release to EEOC, but whose settlement check was returned to Defendants by the United States Postal Service undelivered, shall be deposited into the escrow account. Within ten (10) days of establishing the escrow account, Defendants shall notify the EEOC in writing of the establishment of the escrow account and the amount of money deposited therein. The escrow account shall remain open for one (1) year following the entry of this Consent Decree. During that one (1) year period, the EEOC shall make reasonable efforts to locate each Charging Party whose funds have been placed in escrow.

7. If any payment mailed to a Charging Party is returned undeliverable by the United States Postal Service, Defendants shall notify the EEOC of the returned payment within fifteen (15) days of the receipt of the returned payment by Defendants. Said notifications shall be sent to Bobby Simpson, Acting Regional Attorney, EEOC, at the address in paragraph 4 above. Upon receipt of such notification, EEOC shall attempt to locate each identified Charging Party. EEOC shall provide Defendants with updated address information within ten (10) days of such information becoming available to EEOC.

8. **Undistributed settlement proceeds.** As used herein, the term “undistributed settlement proceeds” shall mean and refer to all settlement proceeds remaining in the escrow account one (1) calendar year following the entry of this Consent Decree. In the event that undistributed settlements proceeds remain one (1) calendar year following the entry of this Consent Decree, the parties agree that said funds shall be distributed pro rata to all Charging Parties who have returned a signed Release to EEOC, and whose whereabouts are known at that time. Defendants shall notify EEOC in writing within three hundred seventy-five (375) days of

the entry of this Consent Decree, of the existence and amount of any undistributed settlement proceeds, and of its intent to distribute said proceeds as indicated above. Within three hundred eighty-five (385) days of the entry of this Consent Decree, Defendants shall make said pro rata payments. Within four hundred (400) days of the entry of this Consent Decree, Defendants shall mail to Bobby Simpson, Acting Regional Attorney, Equal Employment Opportunity Commission, 129 W. Trade Street, Suite 400, Charlotte, North Carolina, 28202, copies of the checks to the foregoing individuals and proof of their delivery.

9. **Policy.** U.S. Pipeline shall institute and implement an anti-discrimination, anti-harassment and anti-retaliation policy, which policy shall specifically include prohibitions against discrimination in hiring individuals because of their national origin (Hispanic).

10. Local 980 shall institute and implement an anti-discrimination, anti-harassment and anti-retaliation policy, which policy shall specifically include prohibitions against discrimination in hiring and referring for hire individuals because of their national origin (Hispanic).

11. **Training.** U.S. Pipeline shall provide annually a training program, for two consecutive years, to be attended by all full-time managerial employees of U.S. Pipeline nationwide. The training programs shall include an explanation of the requirements of Title VII, its prohibition against national origin discrimination in the workplace and its prohibition against retaliation. Each training program shall also cover U.S. Pipeline's anti-discrimination, anti-harassment, and anti-retaliation policy and include an explanation of the rights and responsibilities of employees and managers under the policy. The first training program shall be completed within ninety (90) days after the entry of this Consent Decree. The subsequent training program shall be conducted approximately one year after the first training program.

Within ten (10) days after completion of each training program, U.S. Pipeline shall certify to the EEOC the specific training which was undertaken and shall provide the EEOC with a roster of all individuals (including their titles) in attendance at each training program.

12. Local 980 shall provide annually a training program, for two consecutive years, to be attended by all representatives of Local 980 nationwide who are involved in hiring or referrals. The training programs shall include an explanation of the requirements of Title VII, its prohibition against national origin discrimination in the workplace and its prohibition against retaliation. Each training program shall also cover Local 980's anti-discrimination, anti-harassment and anti-retaliation policy and include an explanation of the rights and responsibilities of union members and union representatives under the policy. The first training program shall be completed within ninety (90) days after the entry of this Consent Decree. Each subsequent training program shall be conducted at approximately one-year intervals. Within ten (10) days after completion of each training program, Local 980 shall certify to the EEOC the specific training which was undertaken and shall provide the EEOC with a roster of all individuals in attendance at each training program.

13. **Notice posting.** During the term of this Consent Decree, U.S. Pipeline shall conspicuously post the attached Employee Notice, marked Exhibit A, hereby made a part of this Consent Decree, in a place where it is visible to all employees and applicants at each of U.S. Pipeline's offices, industrial facilities and project sites. If any of the Notices become defaced or unreadable, U.S. Pipeline shall replace them by posting another copy of the Notice.

14. During the term of this Consent Decree, Local 980 shall conspicuously post the attached Employee Notice, marked Exhibit B, hereby made a part of this Consent Decree, in a place where it is visible to representatives, members, prospective members and all others seeking

employment or an employment referral from Local 980, at each of Local 980's union halls, hiring halls or hiring offices. If any of the Notices become defaced or unreadable, Local 980 shall replace them by posting another copy of the Notice.

15. **Reporting.** U.S. Pipeline shall provide the EEOC with semi-annual reports during the term of this Consent Decree. The report shall include the following information: (a) any changes, modifications, or revisions to its anti-discrimination or retaliation policies; (b) the identities of all individuals who have alleged national origin discrimination against a full-time manager employed by U.S. Pipeline, including failure to hire based upon national origin; (c) the identity of the person who allegedly discriminated against the individual; and (d) the action taken in response to the individual's complaint. U.S. Pipeline shall submit the reports to the EEOC four (4) months after the entry of this Consent Decree and every six (6) months thereafter during the term of this Consent Decree. U.S. Pipeline need only submit reports if there is something to report.

16. Local 980 shall provide the EEOC with semi-annual reports during the term of this Consent Decree. The report shall include the following information: (a) any changes, modifications, or revisions to its anti-discrimination or retaliation policies; (b) the identities of all individuals who have alleged national origin discrimination, including failure to hire based upon national origin, against any union representative involved in hiring or hiring referrals; (c) the identity of the person who allegedly discriminated against the individual; and (d) the action taken in response to the individual's complaint. Local 980 shall submit the reports to the EEOC four (4) months after the entry of this Consent Decree and every six (6) months thereafter during the term of this Consent Decree. Local 980 need only submit reports if there is something to report.

17. **Compliance review.** U.S. Pipeline shall allow the EEOC to review its compliance with this Consent Decree. As part of such review, the EEOC may, upon reasonable notice to U.S. Pipeline (not to be less than seven days), inspect any of U.S. Pipeline's premises nationwide, including its offices, industrial facilities and project sites, interview any of its employees (with representatives of U.S. Pipeline present), and examine and/or copy any relevant, non-privileged documents.

18. Local 980 shall allow the EEOC to review its compliance with this Consent Decree. As part of such review, the EEOC may, upon reasonable notice to Local 980 (not to be less than seven days), inspect any of Local 980's premises, including its union halls, hiring halls and hiring offices, interview any of its representatives, members, prospective members and/or any other individuals seeking employment by, with or through referral from Local 980 (with representatives of Local 980 present), and examine and/or copy any relevant, non-privileged documents.

19. If at any time during the term of this Consent Decree, the EEOC believes that either Defendant is in violation of any term of this Consent Decree, the EEOC shall give notice of the alleged violation to the Defendant believed to be in violation, and said Defendant shall have ten (10) days in which to investigate and respond to the alleged violation(s). Thereafter, said Defendant and the EEOC shall have a period of ten (10) days, or such additional period as may be agreed upon by them, in which to engage in negotiation and conciliation regarding such alleged violations before the EEOC exercises any remedy provided by law.

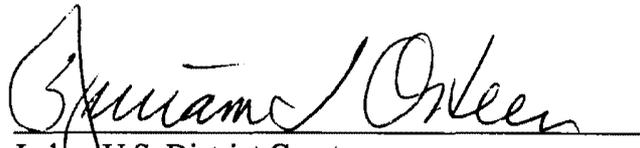
20. The term of this Consent Decree shall be two (2) years from the date of its entry by the Court.

21. This Consent Decree resolves all claims that arose or could have arisen out of the this litigation, including: (a) all claims that were raised or could have been raised by the EEOC in the captioned action; and (b) all claims, actions or liability that arose, or could have arisen under Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1991 in the captioned action.

22. Each party in this action shall bear its own costs and attorney's fees.

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

September 16, 2003  
Date

  
\_\_\_\_\_  
Judge, U.S. District Court

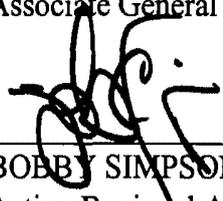
The parties jointly request that the Court approve and enter this Consent Decree:

**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

ERIC S. DREIBAND  
General Counsel

GWENDOLYN YOUNG REAMS  
Associate General Counsel

By: \_\_\_\_\_

  
BOBBY SIMPSON  
Acting Regional Attorney  
LYNETTE A. BARNES  
Supervisory Trial Attorney  
129 West Trade Street, Suite 400  
Charlotte, NC 28202  
Telephone 704.344.6876  
Facsimile 704.344.6780

Date: \_\_\_\_\_

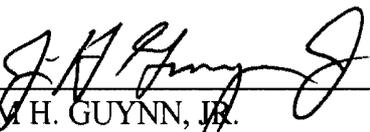
September 3, 2003

**U.S. PIPELINE, INC.**

By:   
ANDREW M. GOULD  
Akin Gump Strauss Hauer & Feld, LLP  
1700 Pacific Avenue  
Suite 4100  
Dallas, TX 75201-4675  
Telephone 214.969.2800  
Facsimile 214.969.4343

Date: 8/20/07

**LABORERS LOCAL UNION 980 of LABORERS  
INT'L UNION OF NORTH AMERICA**

By:   
JIM H. GUYNN, JR.  
C. KAILANI MEMMER  
Guynn & Memmer  
1215 Corporate Circle, Suite 201  
Roanoke, VA 24018-1400  
Telephone 540.772.2320  
Facsimile 540.772.2350

Date: 8-28-07

# Notice to Employees

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

U.S. Pipeline, Inc. ("U.S. Pipeline") supports and will comply with such federal law in all respects and will not take action against employees because they have exercised their rights under the law. U.S. Pipeline will not discriminate against any employee because of his or her national origin and will not refuse to hire and/or refuse to refer for employment any individual because of his or her national origin.

U.S. Pipeline has adopted equal employment opportunity policies and shall ensure that all management, supervisors, representative, members, prospective members and any other employees abide by the requirements of their policies.

If you believe that you have been discriminated against based on your national origin, report the discriminatory conduct promptly to U.S. Pipeline or to the U.S. Equal Employment Opportunity Commission ("EEOC"). The EEOC can be contacted at 1.800.669.4000.

This Notice will remain posted for at least two (2) years pursuant to an agreement between U.S. Pipeline and the EEOC.

**DO NOT REMOVE THIS NOTICE UNTIL: \_\_\_\_\_, 2005.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: \_\_\_\_\_  
for U.S. Pipeline, Inc., its \_\_\_\_\_

*Exhibit A*

# Notice to Applicants and Employees

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

Laborers Local Union 980 of Laborers International Union of North America ("Local 980") supports and will comply with such federal law in all respects and will not take action against employees because they have exercised their rights under the law. Local 980 will not discriminate against any employee because of his or her national origin and will not refuse to hire and/or refuse to refer for employment any individual because of his or her national origin.

Local 980 has adopted equal employment opportunity policies and shall ensure that all management, supervisors, representative, members, prospective members and any other employees abide by the requirements of their policies.

If you believe that you have been discriminated against based on your national origin, report the discriminatory conduct promptly to Local 980 or to the U.S. Equal Employment Opportunity Commission ("EEOC"). The EEOC can be contacted at 1.800.669.4000.

This Notice will remain posted for at least two (2) years pursuant to an agreement between Local 980 and the EEOC.

**DO NOT REMOVE THIS NOTICE UNTIL: \_\_\_\_\_, 2005.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: \_\_\_\_\_  
for Local 980, its \_\_\_\_\_

*Exhibit B*