

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF OKLAHOMA**

**(1) EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
**(2) MARISSA SOCKWELL, ROBYN GILLILAND,)
LORI CRAWFORD, MARIA SCOTZIN, KENDRA)
WHITNEY and BRIDGETT GREENE,)
)
Intervenor Plaintiffs,)
)
v.)
**(1) GREAT PLAINS COCA-COLA)
BOTTLING, INC.,)
)
Defendant.)
_____)******

CASE NO. CIV-03-1347-F

CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and between the Equal Employment Opportunity Commission (“EEOC”) and Great Plains Coca-Cola Bottling Inc. (“Great Plains”) in the United States District Court for the Western District of Oklahoma, with regard to the EEOC’s Complaint filed on September 24, 2003 (Complaint), in Civil Action No. CIV-03-1347-F. The Complaint is based upon Charges of Discrimination filed by Maria Scotzin, Robyn Gilliland, Lori Crawford and Marissa Sockwell and on behalf of other aggrieved parties, against the Defendant employer.

The above-referenced Complaint alleges that the Defendant Great Plains violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991, by subjecting the Charging Parties to sexual harassment. The Defendant employer denies all of the allegations made in the Complaint filed by EEOC and all the allegations contained in the complaints filed by Plaintiff Intervenor. The Charging Parties intervened in this action, as permitted by law.

The EEOC, Plaintiff Intervenors and Defendant Great Plains agree to compromise and settle the differences embodied in the Complaint and intend that the terms and conditions of the compromise and settlement be set forth in this Consent Decree ("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 Consent Decree resolves all issues raised in EEOC Charge Nos. 311A00901, 311A00912, 311A00958 and 311A00932. This Decree further resolves all issues raised in the Complaint filed by the EEOC in this civil action and the Complaints filed by the Charging Parties and Aggrieved Parties. The EEOC, Charging Parties and Aggrieved Parties waive further claims and/or litigation on all issues raised in the above-referenced Charge and Complaint. The EEOC does not waive processing or litigating charges other than the above-referenced Charge.

2. The parties agree that this Consent Decree does not constitute an admission by Great Plains of any violation of Title VII or any state law claims alleged by Plaintiff Intervenors. This Consent Decree does not constitute an adjudication and/or finding on the merits of the case, and shall not be used as evidence of liability, res judicata, parent liability or collateral estoppel in any other legal proceeding against Defendant or any of its parent companies, subsidiaries and/or affiliates. The Defendant expressly denies any violation of local, state or federal law, common or statutory, including but not limited to, Title VII of the Civil Rights Act of 1964, as amended, or Title I of the Civil Rights Act of 1991.

3. Defendant agrees that it shall conduct all employment practices in a manner which does not subject any employee to discrimination as prohibited by Title VII of the Civil Rights Act of 1964. Defendant further agrees that there shall be no retaliation against any employee because that person has opposed any practice made unlawful under Title VII, or has filed a charge of

discrimination, or has given testimony, assistance, or has participated in any manner in any investigation, proceeding or hearing under Title VII.

4. Defendant agrees to post the Notice appended hereto as Attachment "A" on the employee bulletin board at all of Defendant's work sites within ten (10) days after the entry of the Consent Decree. Defendant will report to the EEOC that it has complied with this requirement within 14 days after posting the notice. The notice shall remain posted during the term of the Consent Decree.

5. The Defendant agrees to immediately implement and/or review and revise its policies regarding retaliation as prohibited by Title VII including, if not now existing, the implementation and notice of a complaint procedure for employees to notify Defendant of any alleged complaints of discrimination.

6. For each year that the Consent Decree is in effect, Defendant agrees to conduct training for all employees, including management employees, advising them of the requirements and prohibitions of the federal anti-discrimination laws with a special emphasis on sexual harassment. The training will inform the employees of the complaint procedure for individuals who believe they have experienced discrimination. The training will also advise the employees of the consequences of violating the federal anti-discrimination laws. The training shall be at least two (2) hours 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, and a copy of all materials used in conjunction with the training.

7. No less than 30 days after the training is conducted, Defendant agrees to give written notice to the EEOC as to the date and location of the training, the name of the person providing the training and the substance of the training.

8. Defendant agrees to remove from all personnel files of the Charging Parties and Aggrieved Parties all documents, entries and references relating to: the facts and circumstances which led to the filing of the charges of discrimination; the charge itself; and the complaint filed by the EEOC in federal court based upon the charges.

9. Defendant agrees to pay monetary relief to the Charging Parties and Aggrieved Parties, for all claims, in the total sum of \$535,000.00.

10. The payment referenced in paragraph 9, above, shall be made 10 days after the date of entry of the Consent Decree, by cashier's check made payable to the Charging Parties and their counsel. The check shall be sent by certified mail, return receipt requested or by hand delivery to Charging Parties' attorney.

11. Defendant agrees to report to the EEOC within 14 days of entry of this Consent Decree regarding its compliance with the agreements set forth in paragraphs 2 through 10 above.

12. All reports to the EEOC required by the Consent Decree shall be sent to Michelle M. Robertson, Sr. Trial Attorney, EEOC, 210 Park Avenue, Suite 1350, Oklahoma City, Oklahoma 73102.

13. If Defendant, Great Plains, fails to tender payment or otherwise fails to timely comply with the terms of paragraphs 9-10 above, Defendant Great Plains shall:

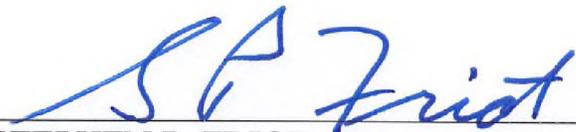
- a. Pay interest at the rate calculated pursuant to 26 U.S.C. Section 6621(b) on any untimely or unpaid amounts; and
- b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

14. Neither the EEOC, Charging Parties, Aggrieved Parties, nor Defendant Great Plains shall contest the validity of this Consent Decree or the jurisdiction of the federal district court to enforce this Consent Decree and its terms or the right of either party to the Consent Decree to bring an enforcement action upon breach of any term of this Consent Decree by either such party. Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in the event that Defendant Great Plains fails to perform the promises and representations contained herein. The EEOC shall be authorized to seek compliance with the Consent Decree through civil action in the United States District Court.

15. The parties to this Consent Decree agree to bear their own costs and attorney's fees associated with the above-referenced Complaint.

16. The term of this Decree shall be for three (3) 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.

SO ORDERED, ADJUDGED AND DECREED this 30th day of August, 2004.



STEPHEN P. FRIOT
UNITED STATES DISTRICT JUDGE

U.S. DISTRICT JUDGE
APPROVED FOR ENTRY:

FOR PLAINTIFF U.S. E.E.O.C.:

ROBERT CANINO
Regional Attorney
Oklahoma Bar No.

SUZANNE ANDERSON
Supervisory Trial Attorney
Texas Bar No. 14009470

s/Michelle M. Robertson
MICHELLE M. ROBERTSON, OBA #14084
Sr. Trial Attorney
**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION**
Area Office for the State of Oklahoma
210 Park Avenue, Suite 1350
Oklahoma City, Oklahoma 73102
Tel No. 405-231-4363
Fax No. 405-231-4340

FOR PLAINTIFF INTERVENORS:

s/ Russell Mulinix*

*I certify that I have the signed original of this document,
which is available for inspection at any time by the Court or a party to this action.

s/Michelle M. Robertson

Russell Mulinix
James Shepherd
Mulinix, Ogden, Hall, Andrews & Ludlam
3030 Oklahoma Tower
210 Park Avenue
Oklahoma City, OK 73102
Tel. No. (405) 232-3800
Fax No. (405) 232-8999

FOR DEFENDANT Great Plains:

s/ Joseph Bocoock*

*I certify that I have the signed original of this document,
which is available for inspection at any time by the Court or a party to this action.

s/Michelle M. Robertson

Joseph Bocoock, OBA #0906
Nathan Whatley, OBA #14601
MCAFEE & TAFT
10th Floor, Two Leadership Square
211 N. Robinson
Oklahoma City, OK 73102
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