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UNITED STATES DISTRICT COURT
DISTRICT OF ARIZONA

Equal Employment Opportunity
Commission,

Plaintiff,

vs.

TIN Inc. d/b/a Temple-Inland, a Delaware
corporation,
Defendant.

CV06-1899-PHX-NVW
CONSENT DECREE

The United States Equal Employment Opportunity Commission (the “Commission” or “EEOC”) filed this action against TIN Inc., d/b/a Temple-Inland (“TIN” or “Defendant”) to enforce the Age Discrimination in Employment Act of 1967 (“ADEA”) and the Civil Rights Act of 1991, 42 U.S.C. §1981a. In its Complaint, the Commission alleged that TIN terminated employees who are at least 40 years of age and older because of their age, including Charging Party Dave Neal and a class of employees.

The parties do not object to the jurisdiction of the Court over this action and waive their rights to a hearing and the entry of findings of fact and conclusions of law.

In the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, the parties have agreed that this action should be resolved finally by entry of this Consent Decree (“Decree”).

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It is hereby ORDERED, ADJUDGED AND DECREED:

1. This Decree resolves all claims of the Commission and Dave Neal, John Vanecko, and Clifton McGraw (collectively, the “Claimants”) against Defendant, including back pay, front pay, interest, injunctive relief, attorney’s fees and costs arising out of the issues in this lawsuit. Except where specified below, the terms of this Decree apply only to TIN’s operations at its Glendale, Arizona facility.

2. Neither this Decree nor any order approving this Decree is or shall be construed as an admission by TIN of the truth of any allegation or the validity of any allegation asserted in this civil action, or of TIN’s liability therefore, nor as a concession or an admission of any fault or omission of any act or failure to act by TIN.

INJUNCTION

3. TIN, and its successors and assigns for the duration of this Decree, are permanently enjoined from engaging in any employment practice which discriminates on the basis of age against individuals 40 years of age and older.

4. TIN, and its successors and assigns for the duration of this Decree, are permanently enjoined from retaliating against any employee because he or she: (i) opposes or opposed discriminatory practices made unlawful by the ADEA; (ii) files or filed a charge of discrimination, assists or has assisted, participates or has participated in the filing of a charge of discrimination; or (iii) assists, assisted, participates or participated in an investigation or proceeding brought under the Federal laws prohibiting discrimination or retaliation.

5. TIN, and its successors and assigns for the duration of this Decree, shall carry out policies, practices and programs which provide equal employment opportunities for individuals who are 40 years of age and older.

MONETARY RELIEF

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2 6. Within fourteen (14) calendar days of the entry of this Decree, TIN shall
3 make a payment in the total amount of Two Hundred and Fifty Thousand Dollars
4 (\$250,000.00) in resolution of all claims asserted in this case. These payments shall be
5 apportioned to the Claimants as follows:

6 David Neal \$ 140,000.00
7 Clifton McGraw \$ 60,000.00
8 John Vanecko \$ 50,000.00

9 For each payment to the Claimants, 50% will not be apportioned as backpay, for
10 which TIN will issue an IRS Form 1099 to each Claimant, and 50% will be apportioned
11 as back pay, for which TIN will issue an IRS W-2 Form to each Claimant by January 31,
12 2011.

13 7 The amount set forth in Paragraph 6 of this Decree shall be paid by TIN in
14 a check or money order payable to each of the Claimants. Each such check or money
15 order shall be mailed directly by TIN to each of the Claimants, at the addresses to be
16 provided by the Commission within five (5) days of the entry of this Decree. Within
17 three (3) business days of the issuance of the check or money order, TIN shall submit a
18 copy of the check or money order, and related correspondence, to the United States Equal
19 Employment Opportunity Commission, Regional Attorney, 3300 North Central Avenue,
20 Suite 690, Phoenix, Arizona, 85012.

21 8 TIN shall not condition the receipt of this monetary relief on any
22 Claimant's agreement to (a) waive his statutory right to file a charge with any federal or
23 state anti-discrimination agency; or (b) waive his right to apply for a position with TIN or
24 any other TIN entity; or (c) maintain confidentiality.

TRAINING

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26 9. During the term of this Decree, TIN shall provide annual training regarding
27 the ADEA to all employees in its Glendale, Arizona plant, as well as to Birg Mishurda
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1 and Juan Ramon Garza if these individuals remain employed by Defendant at the time of
2 the training.

3 10. During the first year, the seminar-training session shall be conducted within
4 four (4) months of the entry of this Decree. During the succeeding years, the training
5 session shall be conducted between ten (10) and thirteen (13) months after the completion
6 of the preceding session.

7 11. The trainer shall be a person(s) acceptable to the Commission. TIN shall
8 submit the name(s), address(es), telephone number(s), and resume(s) of the proposed
9 trainer as well as the date(s) of the proposed training to the EEOC at least thirty (30) days
10 prior to the proposed training. The Commission shall have thirty days from the date of
11 receipt of the information described above to accept or reject the proposed trainer. In the
12 event the Commission does not approve the trainer, it shall provide the specific bases for
13 the rejection in writing.,

14 12. Each of the training sessions shall be no less than ninety (90) minutes. All
15 personnel designated in Paragraph 9 of this Decree shall both register and attend the
16 seminar-training sessions, as required. The registry of attendance shall be retained by
17 TIN for the duration of the Decree.

18 13. The training shall include the subject of what constitutes age
19 discrimination; that age discrimination in the recruitment, hiring, firing, layoff,
20 compensation, assignment or other terms, conditions or privileges of employment
21 violates the ADEA, how to prevent age discrimination; how to provide a work
22 environment free from age discrimination; to whom and by what means employees may
23 complain if they believe they have been subjected to age discrimination in the workplace;
24 TIN's statutory obligations under the ADEA in general, and in particular its obligation
25 not to discriminate on the basis of age in employment decisions concerning the
26 continuing employment of current employees; and objective, non-discriminatory
27 decision-making and proper procedures for evaluations, reductions in force and layoffs.

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1 D. A description of the consequences, up to and including termination, that
2 will be imposed upon violators of the policy;

3 E. A promise of maximum feasible confidentiality for persons who believe
4 that they have experienced age discrimination or retaliation;

5 F. An assurance of non-retaliation for witnesses of discrimination and persons
6 who believe they have been discriminated against on the basis of their age and other
7 federally-protected statuses;

8 G. A statement that age discrimination by all persons, including management
9 officials, supervisors, is prohibited and will not be tolerated;

10 H. The identification of specific job titles, with their telephone numbers, to
11 whom employees who have experienced age discrimination or retaliation can report the
12 age discrimination or retaliation, including a written statement that the employee may
13 report the discrimination to designated persons outside their chain of management;

14 I. Assurances that Defendant will investigate age discrimination and
15 retaliation allegations promptly, fairly, reasonably, and effectively by appropriate
16 investigators and that appropriate corrective action will be taken by Defendant to prohibit
17 the age discrimination and retaliation.

18 J. These policies shall be distributed to each current employee at TIN's
19 Glendale, Arizona facility within thirty (30) days of the entry of the Decree. TIN's
20 prohibited age discrimination and retaliation policies shall be distributed to all new
21 Glendale, Arizona employees when hired.

22 18. TIN shall post for the duration of this Decree, in a prominent place in its
23 Glendale, Arizona facility frequented by its employees, including, both at the time that
24 this Decree becomes effective and for the duration of this Decree, the Notice attached
25 hereto as Attachment A. The Notice shall be the same type, style and size as set forth in
26 Attachment A.

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REPORTING BY DEFENDANT

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2 19. TIN shall report in writing to the Regional Attorney of the Commission's
3 Phoenix District Office at 3300 N. Central Ave., Suite 690, Phoenix, Arizona 85012,
4 beginning six (6) months from the date of the entry of this Decree, and thereafter every
5 six (6) months for the duration of the Decree the following information:

6 A. Any changes, modifications, revocations, or revisions to its policies
7 and procedures made pursuant to Paragraph 17 of this Decree.

8 B. The name, job title, social security number, and last known home
9 telephone number and address of any individual employed by TIN at its Glendale,
10 Arizona facility who has complained of termination, denial of hiring or re-hiring
11 opportunities based on age discrimination against any TIN management official, agent or
12 employee, whether the allegations are communicated through formal or informal
13 complaint reporting mechanisms, whether telephonic, recorded, verbal or oral, during the
14 six (6) months preceding the report. The nature of the complaint, investigatory efforts
15 made by TIN and the corrective action taken, if any, shall be specified.

16 C. Confirmation that: (i) the Notice required in Paragraph 18 of this
17 Decree was posted and the locations where it was posted, and (ii) the expungement from
18 personnel files required in Paragraph 15 of this Decree took place, the date of the
19 expungement, and the specific documents expunged, if any.

20 D. Confirmation that TIN's equal employment opportunity training
21 includes the topics listed in Paragraph 13 of this Decree.

22 E. TIN shall maintain all records concerning its implementation of this
23 Consent Decree during the term of the Decree. TIN shall also maintain, and keep
24 available for inspection and copying by EEOC, all records relating to layoffs, retirements,
25 and terminations of its employees in Glendale, Arizona.

26 F. A copy of each letter of reference mailed pursuant to Paragraph 16.

27 20. Beginning six months after entry of this Consent Decree and every six
28 months thereafter for the duration of the Decree, TIN shall furnish the EEOC with reports

1 reflecting the name, address and telephone number of each employee who was
2 terminated, retired, or hired during the preceding six month period, his/her age, date of
3 birth, date of termination or hire, division, job title at the time of termination or hire, and
4 the name of the decision-maker(s) responsible for the termination or hire. The last report
5 under this paragraph shall be submitted to the EEOC two weeks prior to the date on
6 which the Consent Decree is to expire. The Commission, upon reasonable notice, shall
7 have the right to enter and inspect TIN premises to ensure compliance with this Consent
8 Decree and the ADEA's prohibition of age discrimination and retaliation

9 **COSTS, DURATION AND ENFORCEMENT**

10 21. The parties shall each bear their own costs, and attorneys' fees incurred as a
11 result of this action through the filing of this Decree.

12 22. The duration of this Decree shall be two (2) years from its entry. This
13 Court shall retain jurisdiction over this action for the duration of the Decree, during
14 which the Commission may petition this Court for compliance with this Decree.

15 23. This Decree shall expire by its own terms at the end of two years (2) from
16 the date of entry, without further action by the Parties.

17 24. If any provision(s) of this Consent Decree are found to be unlawful, only
18 the specific provision(s) in question shall be affected and the other provisions shall
19 remain in full force and effect.

20 25. The parties agree to entry of this Decree, subject to final approval by the
21 Court.

22 **PENALTIES FOR NON-COMPLIANCE**

23 26. This Court shall retain jurisdiction over this action for the duration of the
24 Decree. During this time, the EEOC may petition this Court to order TIN to comply with
25 the Decree. Should the Court determine that Defendant has not complied with this
26 Decree, appropriate relief, including extension of this Decree for such a period as may be
27 necessary to remedy Defendant's non-compliance, may be ordered.

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ATTACHMENT A

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**NOTICE TO ALL EMPLOYEES OF
TIN INC.**

This Notice is posted pursuant to a Consent Decree entered into between TIN Inc. and the Equal Employment Opportunity Commission (EEOC).

It is unlawful under federal law, the Age Discrimination in Employment Act (ADEA) and state law to discriminate against an employee on the basis of age. It is also unlawful to retaliate against any person because the person protested discriminatory practices or contacted the EEOC.

TIN Inc. will not discriminate against any employee on the basis of age and will not retaliate against any employee.

If you believe you have been discriminated against by TIN Inc. you have the right to seek assistance from:

- (1) EEOC, 3300 North Central Avenue, Suite 690, Phoenix, Arizona 85012, (602) 640-5000; or
- (2) Arizona Civil Rights Division (ACRD) of the Attorney General's Office, 1275 W. Washington, Phoenix, Arizona, 85007, (602) 255-5263.

You also have the right to file a charge with the EEOC or ACRD if you believe you are being discriminated against.

No Retaliation Clause. No action may be taken against you by any supervisory or management official of TIN Inc. for (1) opposing discriminatory practices made unlawful by federal law, (2) filing a charge or assisting or participating in the filing of a charge of discrimination, or (3) assisting or participating in an investigation or proceeding brought under the ADEA. Should any such retaliatory actions be taken against you, you should immediately contact the EEOC or the ACRD and the address or telephone numbers listed above.

THIS NOTICE MUST REMAIN POSTED FOR TWO YEARS._____.

Dated:_____