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STATE OF INDIANA
CIVIL RIGHTS COMMISSION

DOCKET NO. EMra05050293
EEOC NO. 24FA500309

MONICA WILLIAMS,
Complainant,

v.

EVERGREEN AVIATION GROUND
LOGISTICS ENTERPRISE, INC.,
Respondent.

FILE DATED

JUL 27 2007

Indiana State Civil Rights Commission

CONSENT AGREEMENT

This Agreement between Monica Williams (hereinafter called "Complainant") and Respondent, Evergreen Aviation Ground Logistics Enterprise, Inc. (hereinafter called "Respondent"), is hereby entered into in full settlement of the complaint, as amended, filed by Complainant with the Indiana Civil Rights Commission (hereinafter called "the Commission") as Docket No. EMra05050293, and charge filed with U.S. Equal Employment Opportunity Commission under its Charge No. 24FA500309, charging Respondent with unlawful discrimination on the basis of race in employment.

The parties agree to and do settle the above matter as follows:

1. Complainant and Respondent shall forego their right to a Public Hearing before the Commission and trial in the United States Federal Court system on the issues raised by Complainant's above-referenced complaint and charge. Both parties agree to waive their right to a formal determination by the Commission on matters that were or might have been alleged as charges settled by this Agreement. Furthermore, the Commission does not waive its right to process any other charges filed against Respondent.

2. Complainant hereby waives any and all claims to remedies except as herein provided and covenants not to sue Respondent with respect to the matters, actions or circumstances which gave rise to the above-referenced complaint and charge, subject to performance by Respondent of the promises and representations contained herein.

3. Complainant and Respondent agree that the Commission may review compliance with this Agreement.

4. The parties acknowledge that execution of this Agreement does not constitute any admission on the part of Respondent that it has violated any law or committed any wrongful acts, nor does it constitute any less belief in the correctness of the complaint filed by Complainant. Such execution only represents the parties' desire to settle and conciliate this matter without the necessity and burdens of a Public Hearing.

5. Respondent agrees that there will be no discrimination or retaliation against Complainant because of the filing of this complaint with the Commission.

6. Respondent agrees to pay Complainant and deposit with the Commission, as escrow agent, a cashier's check in the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00), made payable to Monica Williams only, said amount representing full settlement of any and all damages at issue in relation to the above-referenced complaint and charge. Respondent is to submit such check on or before July 17, 2007.

7. Respondent agrees to purge Complainant's records of all reference to the complaint and charge herein resolved, of the incidents and circumstances which gave rise thereto and of any disciplinary action that was taken as a result thereof. Respondent agrees that, in the event of any reference requests or inquiries by any third party,

Respondent shall not include in any reply, written or verbal, any reference to the purged items, or of any adverse references or evaluations of Complainant. Respondent further agrees to designate its official for purposes of a reference check. Respondent designates

Name: Legal Counsel

Address: Evergreen International Aviation, Inc. 3850 Three Mile Lane,
McMinnville OR, 97128

Telephone: (503) 472-9361 ext. 4811

as Respondent's official to provide reference information to third parties. Respondent further agrees to provide a neutral letter of reference to Complainant and to any third party requesting such a reference letter. A copy of said letter is attached and incorporated herein by reference as Exhibit A.

8. Except as expressly set forth herein, the parties shall not disclose to any person or entity, directly or indirectly, the terms or existence of this Agreement Agreement, including the payment of any money. Notwithstanding the foregoing, Complainant may disclose the payment and/or other terms of this Agreement (i) to her spouse, if any; (ii) to the extent necessary to obtain financial planning, tax, accounting, or legal advice, provided that those to whom disclosure is made for such purpose(s) shall be advised of and be bound by this confidentiality provision and (iii) as required by law or court order, in which case Complainant shall provide notice to Respondent's in house legal department of such request or order prior to the time set for compliance or within twenty-four (24) hours of her receipt of any such request, order, or subpoena, whichever is earliest

9. The parties agree that the payments set forth above are gross amounts and that no deductions or withholdings will be made on such payments, although a 1099 will issue to Complainant on those monies. Complainant agrees to be responsible for all taxes on those monies and to hold Respondent harmless for and indemnify Respondent for all taxes, including any interest or penalty, assessed by any taxing entity against Respondent based on those lump sum payments.

10. Complainant agrees that she will not apply for, seek, or accept employment with Respondent in the future.

11. The parties agree that they will not directly or indirectly challenge any paragraph of this Agreement as invalid or unenforceable, will take no action contrary to any of its provisions other than as ordered by a court of law, and will not assert unenforceability as a defense to any claim for breach of this Agreement.

12. The parties and signatories hereto agree and acknowledge that, if any portion of this Agreement is declared invalid or unenforceable by a final judgment of any court of competent jurisdiction, such determination shall not affect the remainder of this Agreement, which shall remain in full force and effect. Any such invalid portion shall be deemed severable.

13. Failure to assert or act upon any breach of this Agreement shall not constitute a waiver of the right to assert a future breach of the Agreement or any portion thereof by either party.

14. Respondent represents that it is and shall be the continuing policy of Evergreen Aviation Ground Logistics Enterprise, Inc. to provide equal employment opportunities to all properly qualified persons without regard to the race, color, sex,

disability, religion, ancestry or national origin of the individual. This policy of non-discrimination shall encompass all aspects of the employer-employee relationship, including hiring, job assignments, upgrading, promotion, transfer, selection for training, rates of pay and all other employment benefits.

15. Respondent has implemented an equal employment opportunity provision contained within its employment handbooks distributed to all of its employees. A copy of that provision is attached and incorporated herein by reference as Exhibit B.

16. Complainant agrees to withdraw her complaint against Respondent pending before the Commission and any complaint, charge, grievance or action of law regarding the issues herein resolved which she may have filed under Title VII of the Federal Civil Rights Act of 1964, as amended, or filed with the U.S. Equal Employment Opportunity Commission, or with any other tribunal having jurisdiction. Complainant agrees that this Agreement, when fully executed, shall constitute her request and motion for withdrawal of any such complaint, charge, grievance or action to any such agency or tribunal.

COMPLAINANT:

Monica Williams

Signature of Complainant

MONICA WILLIAMS

Type or print name of Complainant

STATE OF Indiana) SS:

COUNTY OF Marion)

Before me, a Notary Public, in and for said County and State, personally appeared MONICA Williams, and acknowledged the execution of the foregoing Consent Agreement, this 22^d day of June, 2007

Bradford E. Shockney
Signature of Notary Public

BRADFORD E. SHOCKNEY
Type or print name of Notary Public

County of Residence:

Marion

My Commission Expires:

10-24-08



BRADFORD E. SHOCKNEY
Resident of Marion County
Commission Expires 10/24/2008
Commission No. 488320

RESPONDENT:

By:

[Handwritten Signature]

For:

STATE OF

Oregon

SS:

COUNTY OF

Yamhill

Before me, a Notary Public in and for said County and State, personally appeared Lloyd Reid, the President of EAGLE and acknowledged the execution of the foregoing Consent Agreement, this 27th June, 2007.

[Handwritten Signature]

Signature of Notary Public

Carolyn F. Smithrud

Type or print name of Notary Public

County of Residence:

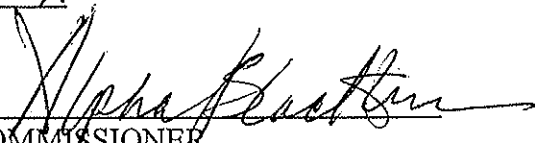
Yamhill

My Commission Expires:

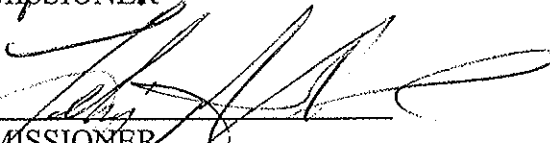
Nov 9, 2007



The foregoing Consent Agreement has been signed and entered as record before the Indiana Civil Rights Commission, this 27th day of July, 2007.


COMMISSIONER


COMMISSIONER


COMMISSIONER


COMMISSIONER

To be served either personally or by United States Mail, first class, postage pre-paid, upon the following parties and attorneys:

Monica Williams
4859 N. Katherine Drive
Indianapolis, IN 46226

Evergreen Aviation Ground Logistics Enterprise, Inc.
2475 S. Hoffman Drive
Indianapolis, IN 46241-3651

Evergreen Aviation Ground Logistics Enterprise, Inc.
By: Gwenna Wootress, General Counsel
3850 Three Mile Lane
McMinnville, OR 97128-9496

Michael C. Healy
Staff Counsel
Indiana Civil Rights Commission
100 N. Senate Avenue, Room N103
Indianapolis, IN 46204

June 4, 2007

To Whom It May Concern:

Monica Williams worked for Evergreen Aviation Ground Logistics Enterprises, Inc., from November 20, 2006 to December 16, 2004 as a Sorter in Indianapolis, IN. Her attendance was good and she performed her job duties to the satisfaction of the Sort Manager.

Gwenna Wootress
Corporate Counsel
Evergreen Aviation Ground Logistics Enterprises, Inc.

EXHIBIT A

HUMAN RESOURCES GUIDELINES / PROCEDURES
HR / 100
EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of Evergreen International Aviation, Inc. and all Evergreen Companies to afford equal opportunity for employment to all individuals regardless of race, color, religion, sex, national origin, disability, and veteran status. We are committed to this policy. We will take affirmative action* to assure that all employment decisions are based only on valid job requirements and that equal opportunity is provided in all aspects of employment, including but not limited to recruitment, hire, training, transfer or promotion, compensation, benefits, social functions, and decisions regarding continued employment.

The successful achievement of a nondiscriminatory employment program requires cooperation between management and employees. In fulfilling its part of this cooperative effort, management will lead the way in establishing and implementing affirmative procedures and practices aimed at reaching our objective to provide equitable employment opportunities for all.

We will maintain a working environment free from all forms of harassment, including sexual harassment, and will comply with all related laws and regulations. Employees and applicants shall not be subjected to harassment, intimidation, threats, coercion or discrimination because they have engaged or may engage in:

1. Filing a complaint;
2. Assisting or participating in an investigation, compliance evaluation, hearing or any other activity related to the administration of Section 503 of the Rehabilitation Act of 1973 or any other applicable federal, state or local law requiring equal opportunity, including those requiring equal opportunity for disabled persons;
3. Opposing any act or practice made unlawful by Section 503 or any other federal, state, or local law requiring equal opportunity, including those requiring equal opportunity for disabled persons; or
4. Exercising any other right protected by Section 503 or any other federal, state, or local law requiring equal opportunity, including those requiring equal opportunity for disabled persons.

** The Affirmative Action Plan for Veterans and Disabled is available for review at the Human Resources Office in McMinnville, Oregon, from 8 a.m. to 5 p.m. Monday through Friday.*

EXHIBIT B



EVERGREEN INTERNATIONAL AVIATION, INC.

3850 Three Mile Lane • McMinnville, OR 97128-9496
Phone: 503-472-9361 • Fax: 503-434-3440

HUMAN RESOURCES GUIDELINES / PROCEDURES HR / 101 DISCRIMINATION AND HARASSMENT POLICY

I. POLICY

Evergreen International Aviation, Inc., (Evergreen) is committed to maintaining a workplace free of discrimination or harassment on the basis of race, color, sex, sexual orientation, pregnancy, marital status, age, religion, national origin, ancestry, physical or mental disability, military status, or any other status protected by state or federal law. Evergreen does not and will not tolerate harassment of its employees by managers, supervisors, or co-workers. Similarly, Evergreen will not tolerate the harassment of its employees by non-employees with whom Evergreen employees have a business, service or professional relationship. Any form of unlawful discrimination or harassment is completely unacceptable and will not be tolerated. Any employee who harasses another employee will be subject to discipline up to and including termination. It is the obligation of all directors, managers, supervisors, and employees of Evergreen International Aviation and the Evergreen family of companies to provide a work environment free of harassment. As part of this obligation, all employees should report incidents of harassment or discrimination, using the complaint procedure explained below. Any employee who makes a complaint of harassment or provides information related to such a complaint or incident of harassment will be protected against retaliation.

II. DEFINITIONS

Discrimination, for the purposes of this policy, is the treatment of any employee differently in the terms and conditions of employment (such as pay, benefits, promotions, transfers, layoffs, discipline, work assignment and work environment, etc.) because of his or her race, color, sex, sexual orientation, pregnancy, marital status, age, religion, national origin, ancestry, physical or mental disability, military status, or any other status protected by state or federal law when there is no bona fide business reason to do so.

Harassment is verbal or physical conduct that denigrates or shows hostility toward an individual because of his or her race, color, sex, sexual orientation, pregnancy, marital status, age, religion, national origin, ancestry, physical or mental disability, military status, or any other status protected by state or federal law, and that creates an intimidating, hostile or offensive working environment. Harassment may include, but is not limited to, epithets, slurs, jokes, or other verbal or physical conduct relating to an individual's race, color, sex, sexual orientation, pregnancy, marital status, age, religion, national origin, ancestry, physical or mental disability, military status, or any other status protected by state or federal law. Specifically, sexual harassment may also include unwelcome sexual advances, requests for sexual favors, or verbal or physical conduct that has sexual connotations.

III. COMPLAINT PROCEDURE

Any employee who believes that he or she is being discriminated against or harassed or who witnesses discrimination or harassment of a co-worker by a co-worker, supervisor, manager or other individual at the workplace (whether employed by Evergreen or not) should report the alleged discrimination or harassment to the Corporate Human Resources Director. Any employee who feels that his or her employment is being adversely affected by such conduct should make a report. A "Human Resources Violation Complaint Form" should be completed and forwarded to the Human Resources Director.

Any supervisor who receives a complaint of discrimination or harassment or who otherwise becomes aware of discrimination or harassment of an employee must immediately report such knowledge to the Human Resources Director. Failure to report such information in a timely manner may result in discipline.

IV. COMPLAINT INVESTIGATION

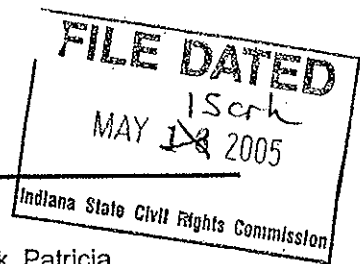
Upon receipt of a complaint, the Human Resources Director will conduct a prompt and impartial investigation and appropriate disciplinary action will be taken if the complaint is found to have merit. All complaints will be handled in a discreet manner, and information will be shared with only those persons with a need to know.

If Evergreen determines that discrimination or harassment has occurred, the Company will take prompt and appropriate corrective action.

V. PROHIBITION AGAINST RETALIATION

Evergreen emphasizes that it will not tolerate retaliation against any employee for cooperating in an investigation or for making a complaint of harassment or discrimination. If any employee believes that he or she has been retaliated against for reporting harassment or discrimination, or for participating in an investigation related to harassment, he or she should immediately report the alleged retaliatory action to the Director of Human Resources.

Indiana Civil Rights Commission
Complaint of Discrimination



ICRC Docket No: EKra 05050293
EEOC Charge No: Q4FA500309
HUD No:

File Date:
Complaint taken by: Cork, Patricia
Amendment No:

1. COMPLAINANT:

Complainant: Monica Williams

Date of Birth: 12/12/1968

Company:

Address: 4859 North Kathrine Dr.

City: Indianapolis

State: IN

Zip: 46226

County: Marion

Home: (317) 547-5028

Office: (317) 562-9972

Cell:

Pager:

Email:

3. RESPONDENT:

Respondent:

Company: Evergreen Aviation Ground Logistics Enterprise, Inc.

Address: 2475 South Hoffman Dr.

City: Indianapolis

State: IN

Zip: 46241-3651

Address 2 3850 Three Mile Lane - ATTN: Tax Department

City 2 McMinnville

State 2 OR

Zip 2 97128

County: Marion

Home:

Office: (317) 487-4250 Office 2:

Cell:

Email:

4. NO. OF EMPLOYEES: 1-5 6-14 15 or more N/A

5. GRIEVANCE OR OTHER ACTION FILED REGARDING THIS MATTER:

Name of procedure or agency:

When filed:

Status/Disposition:

Date of disposition:

6. DATE OF ALLEGED DISCRIMINATORY ACT: 12/11/2004

7. BASIS OF ALLEGED DISCRIMINATION: (check box and specify)

Race or Color African American

8. AREA OF ALLEGED DISCRIMINATION:

Employment

11. STATEMENT OF ALLEGATIONS:

- I. On December 11, 2004, I was terminated from my position at Evergreen Aviation.
- II. The reason given was that I could not continue to work for a competitor.
- III. I believe I was discriminated against on the basis of my race, because;
 - A. I worked for Evergreen Aviation and ABX. I worked four hours per day for each company.
 - B. Evergreen had given permission for me to work for ABX.
 - C. On December 11, 2004 without warning I was terminated along with another senior African-American employee. Two Caucasian employees working for the same two companies were allowed to continue working.
- IV. As a remedy I request Back pay as well as vacation pay and any available relief under the Indiana Civil Rights Laws.

I swear or affirm under penalties for perjury that I have read the above complaint and that it is true to the best of my knowledge, information and belief.

5-12-05

Date

Ronnie Williams

Complainant's Signature