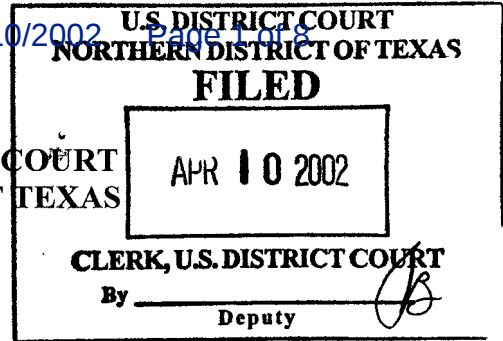


ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

ASI MILLWORK, INC.,

Defendant.

CIVIL ACTION NO.
3-00CV2124-H



CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and between the Equal Employment Opportunity Commission ("EEOC"), and ASI Millwork, Inc., in the United States District Court for the Northern District of Texas, Dallas Division, with regard to the EEOC's Complaint filed on September 28, 2000 ("Complaint"), in Civil Action No. 3-00-CV-2124-H. The Complaint is based upon a Charge of Discrimination filed by Charging Party Susie Grice against the Defendant employer.

The above-referenced Complaint alleges that the Defendant ASI Millwork, Inc., violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991, by subjecting Ms. Grice to a sexually hostile work environment, discriminating against her because of her sex, and constructively discharging her.

The EEOC, Ms. Grice and the Defendant ASI Millwork, Inc. agree to compromise and settle the issues remaining after a jury rendered its verdict finding Defendant liable for sexual harassment, sexually hostile work environment and constructive discharge, and awarding compensatory and punitive damages. The parties intend that the terms and conditions of the compromise and settlement be set forth in this Consent Decree ("Consent Decree"). It is

Consent Decree

understood and agreed that this Consent Decree is in compromise of disputed claims, and that this Consent Decree shall not in any way be construed as an admission by ASI Millwork of a violation of any federal, state, or local statute, law or regulation, or a violation of any right of Grice or any other person.

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 No.310-98-2918. This Decree further resolves all issues in the Complaint filed by the EEOC in this civil action. The EEOC waives 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. ASI Millwork agrees that it shall conduct all employment practices in a manner which does not subject any employee to gender discrimination, including sexual harassment and retaliation under Title VII of the Civil Rights Act and Title I of the Civil Rights Act of 1991.

3. ASI Millwork agrees to post the Notice appended hereto as Attachment "A" on the employee bulletin board(s) at ASI Millwork facilities within ten (10) days after entry of Final Judgment. ASI Millwork will report to the EEOC that it has complied with this requirement within fourteen (14) days after posting the Notice.

4. ASI Millwork agrees to conduct training twice a year for all of its employees, owners and managers, advising them of the requirements and prohibitions of Title VII of the Civil Rights Act of 1964. 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 Title VII. The training will also include a specific discussion or instruction relating to the issue of sexual harassment and a sexually hostile work environment. The training shall be at least two hours in duration. ASI Millwork agrees to give written notice to the EEOC on June 1, 2002, December 1, 2002 and June 1, 2003 and December

1, 2003 as to the date and location of the training, the list of employees attending, the name of the person providing the training and the substance of the training.

5. ASI Millwork agrees to remove from all personnel files of Susie Grice all documents, entries and references relating to: the facts and circumstances which led to the filing of her charge of discrimination; the charge itself; and the complaints filed by the EEOC in federal court based upon her charge. Defendant shall send a report to the EEOC within ten (10) days after expungement, describing the specific items expunged from Susie Grice's personnel file, including copies of neutral references given. Defendant ASI Millwork, Inc. is entitled to maintain the documents in its law file.

6. ASI Millwork agrees to provide an employment reference for Susie Grice, providing the dates of her employment, the last position held and the last salary earned, her duties and that she is eligible for rehire.

7. ASI Millwork agrees that there shall be no discrimination or retaliation of any kind against any person involved in the referenced charge or litigation including Susie Grice because of opposition to any practice declared unlawful under Title VII, or because of the filing of a charge; giving testimony or assistance or participating in any manner in any investigation, proceeding or hearing under Title VII.

8. Defendant ASI Millwork, Inc. agrees to distribute the notice attached as Attachment A to each current and future employee, stating the following: "This is a copy of ASI Millwork, Inc.'s policy against discrimination. ASI Millwork, Inc. reiterates its commitment to providing a workplace free of discrimination of any kind. Please read the policy and keep a copy for your records." Defendant ASI Millwork, Inc. agrees to distribute this policy to each current employee within thirty days after the Consent Decree is entered. New employees will be given a copy of the notice upon hire. This procedure will remain in effect during the three year pendency of this Consent Decree. The "Notice" will remain posted in prominent and conspicuous locations throughout each of ASI Millwork, Inc.'s facilities during the three year pendency of this Consent Decree.

Consent Decree

9. Defendant ASI Millwork, Inc. agrees to pay Ms. Grice the amount of \$ 85,000.00 to resolve all claims for all damages under the following payment schedule: \$25,000 on May 1, 2002; \$10,000 on November 1, 2002; \$10,000 on May 1, 2003; \$10,000 on November 1, 2003; \$10,000 on May 1, 2004; \$10,000 on November 1, 2004; and \$10,000 on May 1, 2005. Payment is deemed timely if it is postmarked on or before the date it is due. Ms. Grice will assume full responsibility to all state and federal taxing authorities for any tax consequences to Ms. Grice, if any, including interest, sanctions or penalties regarding income or other taxes, arising out of the payment to her of the consideration set forth above and further agrees to hold harmless ASI Millwork, Inc. for any such tax consequences.

10. The payments referenced in paragraph 9, above, shall be made by cashier's check made payable to Susie Grice as agreed by EEOC and the Defendant. The payment shall be sent to EEOC attorney Ronetta J. Francis, 207 S. Houston Street, Third Floor, Dallas, Texas 75202.

11. Defendant ASI Millwork, Inc. agrees to report to the EEOC within fourteen (14) days of entry of this Consent Decree regarding its compliance with the agreements set forth in paragraphs 3 through 10, above. ASI Millwork shall report to the EEOC regarding training as specifically outlined in paragraph No. 5.

12. All reports to the EEOC required by this Decree shall be sent to Ronetta J. Francis, Senior Trial Attorney, EEOC, 207 S. Houston, Third Floor, Dallas, Texas 75202.

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

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

14. Neither the EEOC, Susie Grice nor Defendant ASI Millwork, Inc. shall contest the validity of this Consent Decree nor 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 ASI Millwork, Inc. fails to perform the promises and representations contained herein. The EEOC shall determine whether Defendant ASI Millwork, Inc. has complied with the terms of this Consent Decree and shall be authorized to seek compliance with the Consent Decree through civil action in the United States District Court.

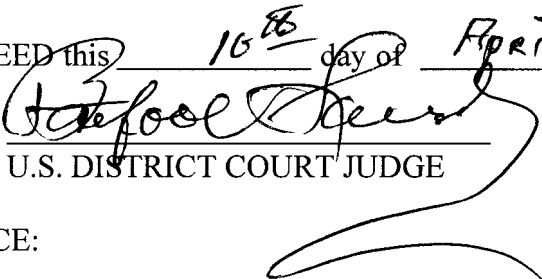
15. The term of this Decree shall be for three (3) years.

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

SO ORDERED, ADJUDGED AND DECREED this

16th day of April

2002.


U.S. DISTRICT COURT JUDGE

AGREED AS TO FORM AND SUBSTANCE:

Signed this 9th day of April, 2002.

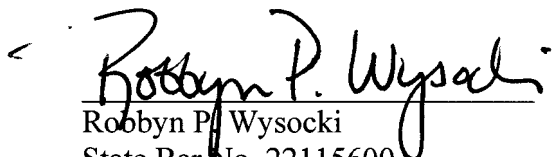
FOR THE PLAINTIFF:


ROBERT A. CANINO
Regional Attorney
Oklahoma State Bar No. 011782

SUZANNE M. ANDERSON
Supervisory Trial Attorney
Texas Bar No. 14009470


RONETTA J. FRANCIS
Senior Trial Attorney
Virginia Bar No. 39886

FOR THE DEFENDANT:


Robbyn P. Wysocki
State Bar No. 22115600
Lawson & Fields, P.C.
5323 Spring Valley Road, Suite 300
Dallas, TX 75240
(972) 661-5323
(972) 661-5177 (FAX)

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Dallas District Office
207 South Houston Street Third Floor
Dallas, Texas 75202
Tel No. (214) 655-3334; Fax No. (214) 655-3331



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Dallas District Office

207 S. Houston Street, 3rd Floor
 Dallas, TX 75202-4726
 (214) 655-3355
 TTY (214) 655-3363
 FAX (214) 655-3443

NOTICE TO ALL EMPLOYEES

This NOTICE is being posted pursuant to a Conciliation Agreement between ASI MILLWORK, INC. and the U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC). This NOTICE will be conspicuously posted for a period of three (3) years at this facility and in all places where employment notices are posted. It must not be altered, defaced, or covered by any other material.

POLICY: Discrimination of any kind can and often will detract from employees' job performance, discourage employees from remaining on the job, keep employees from advancing in their careers and lowers overall employee morale and productivity. It is the policy of ASI Millwork that gender discrimination in the form of sexual harassment and retaliation are unacceptable conduct and will not be condoned.

PURPOSE: It is the purpose of this policy to reaffirm and amplify the position of Title VII of the Civil Rights Act of 1964, as amended, and the Equal Employment Opportunity Commission's guidelines on gender discrimination and to reiterate ASI Millwork's policy on discrimination.

SCOPE: This policy extends to all employees of ASI MILLWORK both management, non-management, and temporary/probationary.

DEFINITION: Sexual harassment has been defined as follows: Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature constitute sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment. Sexual harassment is a form of misconduct that undermines the integrity of the employment relationship. No employee, either male or female, should be subjected to unsolicited and unwelcome sexual conduct, either verbal or physical.

Examples of behavior that may constitute sexual harassment include but are not limited to the following:

- * Hugging, grabbing or any type of unnecessary touching of another person.
- * Making unwelcome sexual advances.
- * Foul or obscene language of a sexual nature, including jokes.
- * Requests for sexual favors whether in exchange for benefits or otherwise.

RESPONSIBILITY: Each manager and supervisor has a responsibility to maintain a workplace free of sexual harassment. Each level of management is responsible for ensuring that all personnel policies, procedure, and activities are in full compliance with applicable federal, state, and local equal employment laws, statutes, rules, and regulations regarding gender discrimination and harassment. Employees are expected to read, understand, and follow ASI Millwork's policies against discrimination. Managers and supervisors have the duty to discuss this policy with all employees and assure them that they are not to endure insulting, degrading, or exploitive

ATTACHMENT
A

sexual treatment.

REPORTING PROCEDURES: Any employee who believes that he or she has been subjected to gender discrimination is expected to report the alleged act as soon as possible to either that person's immediate supervisor, any supervisor or manager with ASI Millwork or to Ms. Robbyn P. Wysocki, LAWSON & FIELDS, P.C., 5323 Spring Valley Road, Suite 300, Dallas, Texas 75240 or by telephone at (972) 661-5323. Supervisors and managers who are informed of an alleged incident of gender discrimination must immediately notify Ms. Robbyn P. Wysocki.

A person either alternatively, or in addition to reporting such an allegation to company officials, may contact the U.S. Equal Employment Opportunity Commission for the purposes of filing a charge of employment discrimination. The address and telephone number of the U.S. EEOC office is 207 S. Houston Street, Third Floor, Dallas, Texas 75202; (214) 655-3355. Information about your rights and how to file a charge is available on the Internet at www.eeoc.gov.

INVESTIGATION OF COMPLAINTS: A complete investigation of each complaint will be undertaken immediately by the Human Resources Department. The investigation may include interview of all employees and supervisors at the facility, the inspection of documents, including personnel records, and full inspection of the premises.

PUNISHMENT FOR VIOLATION: Employees engaged in gender discrimination can expect serious disciplinary action. After appropriate investigation, any employee, whether management or non-management, who has been found to have discriminated against another employee will be subject to appropriate sanctions, depending on the circumstances, from a written warning in his or her personnel file up to and including termination of employment.

RETALIATION: There shall be no retaliation against any employee because that person has opposed what they believe to be unlawful employment practices; 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 of the Civil Rights Act of 1964. ASI Millwork will not punish you for reporting gender discrimination simply because you have made a complaint under the above guidelines.

PROTECTION OF PRIVACY: The question of whether a particular action or incident constitutes gender discrimination requires a determination based on all available facts. ASI Millwork will therefore make a concerted effort to protect the privacy of all personnel. Confidential information will be shared on a need-to-know basis to complete the investigation and to deal appropriately with the situation.

EXCEPTIONS: There are no exceptions to this policy.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE REMOVED OR DEFACED BY ANYONE. THIS NOTICE WILL BE POSTED FOR A PERIOD OF THREE YEARS.