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18 **UNITED STATES DISTRICT COURT**
19 **CENTRAL DISTRICT OF CALIFORNIA**

20 U.S. EQUAL EMPLOYMENT
21 OPPORTUNITY COMMISSION,

22 Plaintiff,

23 vs.

24 KIMCO STAFFING SERVICES, INC.,
25 RYDER INTEGRATED LOGISTICS,
26 INC.,

27 Defendant Ryder.

Case No.: 5:19-cv-01838 JFW (SPx)

CONSENT DECREE RE:
DEFENDANT RYDER
INTEGRATED LOGISTICS, INC.;
ORDER

I.

INTRODUCTION

Plaintiff U.S. Equal Employment Opportunity Commission (“EEOC” or “Plaintiff”) and Defendant Ryder Integrated Logistics, Inc. (“Defendant Ryder”) (Plaintiff and Defendant Ryder collectively, the “Parties”) hereby stipulate and agree to entry of this Consent Decree (the “Decree”) to fully and finally resolve Plaintiff’s complaint against Defendant Ryder in *U.S. Equal Employment Opportunity Commission v. Defendant Kimco Staffing Services, Inc. and Ryder Integrated Logistics, Inc.*; Case No. 5:19-cv-01838 (the “Action”). On September 25, 2019, Plaintiff filed this Action in the United States District Court, Central District of California, for violations of Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 (“Title VII”). The Action alleged that Defendant Ryder and Defendant Kimco Staffing Services, Inc. (collectively, “Defendants”) subjected Charging Party Regina Fisher (“Charging Party”) and a class of similarly situated Black employees to harassment and discrimination based on race and retaliation. Defendant Ryder denies any violation of Title VII and states that it did not harass, discriminate or retaliate against Charging Party or a class of similarly situated Black employees.

II.

PURPOSES AND SCOPE OF THE CONSENT DECREE

The Parties agree that this Action should be fully and completely resolved by entry of this Consent Decree. The Decree is made and entered into by and between the EEOC and Defendant Ryder and shall be binding on and enforceable against Defendant Ryder, as well as its parents, subsidiaries, officers, directors, agents, successors and assigns.

- A. The Parties have entered into this Decree for the following purposes:
1. To provide appropriate monetary and injunctive relief;
 2. To ensure Defendant Ryder’s employment practices comply with Title

VII;

3. To ensure that Defendant Ryder maintains a work environment free from race discrimination and retaliation;
4. To modify Defendant Ryder's policies, procedures, and practices to prevent and/or correct race discrimination and retaliation to the extent applicable and necessary;
5. To ensure training for Defendant Ryder's employees, managers, supervisors, human resources personnel, as specified below, with respect to the pertinent laws regarding racial harassment, discrimination, and retaliation;
6. To ensure that Defendant Ryder includes a provision in any future contract with a third-party staffing company for the duration of the Consent Decree that requires said company to prohibit discrimination, harassment and retaliation;
7. To provide an appropriate and effective mechanism for handling complaints of racial harassment, discrimination, and retaliation;
8. To ensure appropriate record keeping, reporting, and monitoring; and
9. To avoid the expense and protracted cost incident to this litigation.

B. Charging Party Fisher's claims arise from her assignment at a facility located at 25300 Globe Street, Moreno Valley, CA 92551 (the "Globe Street facility") operated by a client of Defendant Ryder's Supply Chain Division. Defendant Ryder ended its contract with the entity operating the Globe Street facility and no longer has any employees at the facility. Therefore, except where otherwise specified, the scope of this Decree shall apply to Ryder's operations at the facility located at 1600 Proforma Ave., Ontario, CA 91761 (the "Covered Facility").

C. This Decree does not constitute an adjudication on the merits of the EEOC's case, and it shall not be construed as an admission by Defendant Ryder of any

1 discriminatory, harassing, or retaliatory conduct.

2 D. Ryder denies that it was a joint employer for purposes of this Consent
3 Decree, but relief may be provided to employees of both Ryder and Kimco.

4 **III.**

5 **RELEASE OF CLAIMS**

6 A. This Decree fully and completely resolves all issues, claims, and allegations
7 raised or that could have been raised by the EEOC against Defendant Ryder in this
8 Action, including the Title VII allegations raised or that could have been raised
9 against Defendant Ryder by any Eligible Claimant, including in EEOC Charge
10 Nos. 480-2017-00656, 480-2019-03009, and 480-2019-02936.

11 B. Nothing in this Decree shall be construed to limit or reduce Defendant
12 Ryder's obligation to comply fully with Title VII or any other federal employment
13 statute.

14 C. Nothing in this Decree shall be construed to preclude the EEOC from
15 bringing suit to enforce this Decree in the event that any party fails to perform the
16 promises and representations contained herein.

17 D. This Decree in no way affects the EEOC's right to bring, process,
18 investigate or litigate other charges not resolved through this Decree that may later
19 arise after the Effective Date against Defendant Ryder in accordance with standard
20 EEOC procedures.

21 **IV.**

22 **JURISDICTION**

23 A. The Court has jurisdiction over the Parties and the subject matter of this
24 litigation. The Action asserts claims that, if proven, would authorize the Court to
25 grant the equitable relief set forth in this Decree.

26 B. The terms and provisions of this Decree are fair, reasonable and just.

27 C. This Decree conforms with the Federal Rules of Civil Procedure and Title
28 VII and is not in derogation of the rights or privileges of any person.

1 D. The Court shall retain jurisdiction of this Action during the duration of the
2 Decree for the purposes of entering all orders, judgments, and decrees that may be
3 necessary to implement the relief provided herein.

4 **V.**

5 **EFFECTIVE DATE AND DURATION OF DECREE**

6 A. The provisions and agreements contained herein are effective immediately
7 upon the date which this Decree is entered by the Court (the "Effective Date").

8 B. Except as otherwise provided herein, this Decree shall remain in effect for
9 two (2) years after the Effective Date.

10 **VI.**

11 **MODIFICATION AND SEVERABILITY**

12 A. This Decree constitutes the complete understanding of the Parties with
13 respect to the matters contained herein. No waiver, modification or amendment of
14 any provision of this Decree will be effective unless made in writing and signed by
15 an authorized representative of each of the Parties.

16 B. If one or more provisions of the Decree are rendered unlawful or
17 unenforceable, the Parties shall make good faith efforts to agree upon appropriate
18 amendments in order to effectuate the purposes of the Decree. In any event, the
19 remaining provisions will remain in full force and effect unless the purposes of the
20 Decree cannot, despite the Parties' best efforts, be achieved.

21 C. By mutual agreement of the Parties, this Decree may be amended or
22 modified in the interests of justice and fairness in order to effectuate the provisions
23 herein.

24 **VII.**

25 **COMPLIANCE AND DISPUTE RESOLUTION**

26 A. The Parties expressly agree that if the EEOC has reason to believe that
27 Defendant Ryder has failed to comply with any provision of this Consent Decree,
28 the EEOC may bring an action before this Court to enforce the Decree. Prior to

1 initiating such action, the EEOC will notify Defendant Ryder in writing of the
 2 nature of the dispute. This notice shall specify the particular provision(s) that the
 3 EEOC believes Defendant Ryder has violated or breached. Defendant Ryder shall
 4 have forty-five (45) days from receipt of the written notice to attempt to resolve or
 5 cure the breach. The Parties may agree to extend this period upon mutual consent.

6 B. The Parties agree to cooperate with each other and use their best efforts to
 7 resolve any dispute referenced in the EEOC's notice.

8 C. After forty-five (45) days have passed, if the Parties have reached no
 9 resolution or agreement to extend the time further, the EEOC may petition this
 10 Court for resolution of the dispute seeking all available relief, including an
 11 extension of the term of the Decree and/or any other relief the court deems
 12 appropriate.

13 D. In the event of non-payment of monies under this Decree, Defendant Ryder
 14 will have ten business (10) days from receipt of written notice to cure the breach.
 15 The aforementioned forty-five (45) days meet and confer requirement does not
 16 apply to non-payment of funds.

17 **VIII.**

18 **MONETARY RELIEF**

19 **A. Establishing the Class Fund**

20 1. In settlement of this lawsuit, Defendant Ryder shall pay a total gross
 21 sum of \$1,000,000.00 in monetary relief ("Total Settlement Amount" or "Class
 22 Fund").

23 2. The Class Fund shall be used to make payments to the Charging
 24 Parties and all Eligible Claimants identified by the EEOC after the Effective Date.
 25 The EEOC has sole discretion to determine who is an Eligible Claimant and the
 26 amounts to be allocated to the Charging Parties and each Eligible Claimant from
 27 the Class Fund. The EEOC has identified 121 individuals as potential claimants,
 28 and anticipates that it will distribute funds to more than 121 individuals; however,

1 the EEOC retains discretion to determine who is an Eligible Claimant and the
2 amount each Eligible Claimant will receive.

3 3. The EEOC shall determine who is eligible to be a Claimant based on
4 the EEOC's assessment of their facts and damages under Title VII. The EEOC's
5 determination of these issues is final, and Defendant Ryder will neither participate
6 in, nor object to, those determinations.

7 B. Claims Administrator

8 1. Within thirty (30) days of the Effective Date, Defendant Ryder shall
9 appoint a specific qualified individual or organization ("Claims Administrator"),
10 approved by the EEOC, to oversee the Claims Distribution Process. If the Claims
11 Administrator initially appointed thereafter declines to serve or to carry out its
12 duties under this Decree, Defendant Ryder shall have ten (10) business days to
13 notify the EEOC in writing of the need for a replacement Claims Administrator.
14 The Claims Administrator will work with the EEOC to ensure the distribution of
15 the Class Fund. Defendants will be responsible for the costs associated with the
16 selection and retention of the Claims Administrator as well as the performance of
17 the Claims Administrator's duties under this Decree.

18 2. Within thirty (30) days after the Claims Administrator has been
19 appointed, Defendant Ryder shall pay the Total Settlement Amount
20 (\$1,000,000.00) to the Claims Administrator by wire transfer.

21 C. Claims Distribution Process

22 1. *List of Eligible Claimants.* Defendant Ryder has provided the EEOC
23 with a list of all African-American employees who worked for Defendant Ryder at
24 the Globe Street Facility at any point between May 10, 2016 and the Effective Date
25 ("List of Eligible Claimants").

26 2. *Claims Notice.* Within forty-five (45) days of the Effective Date, the
27 Claims Administrator shall send a Claims Notice, approved by the EEOC, via
28 electronic and/or U.S. mail to the individuals included on the List of Potential

1 Claimants. Those individuals already identified by the EEOC as Eligible
2 Claimants will not be sent a questionnaire.

3 3. *Undeliverable Mailings.* For letters returned as undeliverable, within
4 twenty (20) days of the Claims Notice being returned to sender as undeliverable,
5 the Claims Administrator shall conduct database searches using Accurant or a
6 similar system to find the Potential Claimant's most recent contact information,
7 including phone number, email address and mailing address. If the Claims
8 Administrator finds more recent contact information, the Claims Administrator
9 shall resend the Claims Notice to the new address. If the Claims Administrator
10 fails to find a more recent mailing address, the Claims Administrator shall notify
11 the EEOC and describe its efforts to locate such employee(s).

12 4. *Website and Claims Questionnaire.* Within forty-five (45) days of the
13 Effective Date, the Claims Administrator may establish a secure website that
14 provides information regarding the Decree, the Claims Process, and how to
15 complete the Claims Questionnaire. The secure website shall include an embedded
16 Claims Questionnaire provided by the EEOC. The Claims Questionnaire shall also
17 be available for download by Potential Claimants, as well as in paper form upon
18 request by the EEOC or any Potential Claimant. The secure website shall include
19 phone, mail and email contact information for the Claims Administrator and the
20 EEOC. The secure website shall also explain how Potential Claimants can seek
21 assistance in completing the Claims Questionnaire. The Claims Administrator
22 shall provide the EEOC with secure electronic access to the Claims Questionnaires
23 filed online and/or via paper.

24 5. *Distribution List.* The EEOC shall provide the Claims Administrator
25 a Distribution List(s) that identifies each Eligible Claimant's name, their current
26 addresses, the amount to be paid to each Eligible Claimant, and the
27 characterization of the amount sent to the Eligible Claimant ("Distribution List").
28 The EEOC will issue a separate Distribution List for the Charging Parties. The

1 Charging Parties and the Eligible Claimants under this Decree will be sent a
2 Release that is attached as Exhibit A by the Claims Administrator. Upon receipt of
3 the executed Release, the Claims Administrator shall send via mail a check for the
4 full amount specified by the EEOC to each Charging Party and Eligible Claimant
5 as identified on each Distribution List(s). Within five (5) days of issuance of
6 settlement checks, the Claims Administrator shall submit copies of the executed
7 Releases and any related correspondence to the EEOC and Defendant Ryder. The
8 EEOC, based upon the claims process, will submit subsequent Distribution Lists
9 until the Class Fund is fully distributed.

10 6. *Characterization of Payments.* The Parties agree to characterize the
11 monetary relief amount to each Claimant as a non-wage payment for alleged
12 emotional distress damages for which the Claims Administrator shall issue a Form
13 1099 to each Claimant in the amount of his/her non-wage monetary relief and tax
14 withholdings shall not be made for that amount. The Claims Administrator shall
15 make all appropriate reports to the Internal Revenue Service and other tax
16 authorities. Claimants shall be responsible for their own tax reporting with respect
17 to non-wage payments for which Form 1099s are issued. Ryder makes no
18 representations or warranties regarding tax consequences or obligations resulting
19 from any payments made to Claimants. Within thirty (30) days of issuance of the
20 aforementioned tax forms, the Claims Administrator shall submit copies and any
21 related correspondence to the EEOC.

22 7. *Non-Negotiated Checks.* On a quarterly basis throughout the duration
23 of this Decree, the Claims Administrator shall provide the parties with a copy of
24 each cancelled check, and identify any check not negotiated and/or returned non-
25 negotiated, to enable the Parties to track remaining settlement funds for
26 redistribution.

27 8. *Remaining Funds.* On a quarterly basis throughout the duration of
28 this Decree, the Claims Administrator will notify the Parties of the remaining

1 amount available out of the Total Settlement Amount. The EEOC will provide a
2 final Distribution List of any remaining Class Fund money.

3 IX.

4 **CLAIMANT SPECIFIC INJUNCTIVE RELIEF**

5 A. Employment with Defendant Ryder

6 The Parties agree that nothing herein shall preclude the Charging Parties and
7 Eligible Claimants from applying for employment with Defendant Ryder. Should
8 they apply for employment, Defendant Ryder reserves its right not to hire any of
9 them for any legitimate, non-discriminatory and non-retaliatory reasons. If such a
10 decision is made, then Defendant Ryder will provide a rationale and any
11 supporting documents to the EEOC during its reporting period.

12 X.

13 **GENERAL INJUNCTIVE RELIEF**

14 A. Anti-Discrimination

15 Defendant Ryder, specifically its management, agents and assigns (to the
16 extent within Defendant Ryder's control) nationwide hereby agree to refrain from:
17 (a) engaging in harassment of any person(s) on the basis of his/her race; (b)
18 engaging in or being a party to any action, policy, or practice that discriminates
19 and/or creates a hostile work environment on the basis of any employee's race;
20 and/or (c) creating, facilitating, or permitting the existence of a work environment
21 that is hostile to employees on the basis of race. In addition, Defendant Ryder
22 shall include a provision in any future contract with a third-party staffing company
23 nationwide that requires said company to prohibit discrimination during the term of
24 this Decree.

25 B. Anti-Retaliation

26 Defendant Ryder, specifically its management, agents and assigns (to the
27 extent within Defendant Ryder's control) nationwide hereby agree to refrain from
28 implementing or permitting any action, policy or practice that subjects any current

1 employee to retaliation, because he or she has in the past, or during the term of this
2 Decree:

3 1. Opposed any practice that he or she reasonably believed to be race-
4 based harassment, discrimination or retaliation;

5 2. Filed a charge of discrimination alleging such practice;

6 3. Testified or participated in any manner in an internal or external
7 investigation or proceeding relating to this case or any claim of a violation of Title
8 VII;

9 4. Was identified as a Potential Claimant in this Action;

10 5. Asserted any right under this Decree; or

11 6. Sought and/or received any relief in accordance with this Decree.

12 In addition, Defendant Ryder shall include a provision in any future contract with a
13 third-party staffing company nationwide that requires said company to prohibit
14 retaliation during the term of this Decree.

15 **XI.**

16 **SPECIFIC INJUNCTIVE RELIEF**

17 **A. Equal Employment Opportunity Coordinator**

18 Defendant Ryder has selected Lesley Kerr, the Vice President of Global
19 Human Resources, to be designated as Defendant Ryder's Equal Employment
20 Opportunity Coordinator ("Coordinator"). The Coordinator shall monitor
21 Defendant Ryder's compliance with Title VII, and the provisions of this Decree.
22 For the term of this Decree, the Coordinator's responsibilities shall include:

23 1. Monitoring that all employees at Defendant Ryder's Covered Facility,
24 including supervisory, management, and human resource employees are trained
25 pursuant to this Decree on their rights and responsibilities under Title VII and this
26 Decree, including the responsibility to provide a workplace free of race-based
27 harassment, discrimination, and retaliation;

28 2. Monitoring that all employees at Defendant Ryder's Covered Facility,

1 including supervisory, management, and human resource employees, are trained
 2 pursuant to this Decree on any Revised Policy;

3 3. Monitoring any investigation of any complaint of race-based
 4 harassment, discrimination, or retaliation at Defendant Ryder's Covered Facility to
 5 ensure compliance with Title VII and this Decree;

6 4. Monitoring that Defendant Ryder creates, for its Covered Facility, a
 7 centralized system of tracking race-based harassment, discrimination, or retaliation
 8 complaints and ensuring the audits pursuant to Section XI.B are conducted and
 9 follow up is done, if needed;

10 5. Ensuring mechanisms are in place to hold supervisors and managers
 11 accountable for compliance with EEO laws at the Covered Facility;

12 6. Monitoring of the claimant specific injunctive relief provided for
 13 herein;

14 7. Ensuring the distribution of documents and/or information under this
 15 Decree;

16 8. Preparing a semi-annual report on Defendant Ryder's compliance
 17 with this Decree pursuant to Section XI.L.2;

18 9. Monitoring that Defendant Ryder accurately compiles and timely
 19 submits all reports by required this Decree; and

20 10. Otherwise monitoring Defendant Ryder's compliance with this
 21 Decree and Title VII.

22 B. EEO Compliance Audits

23 1. *Semi-Annual Audits.* On a semi-annual basis throughout the term of
 24 the Decree, the Coordinator shall conduct unannounced audits at the Covered
 25 Facility to ensure that current and prospective employees of all races are being
 26 treated equally with regard to hiring, delegation of duties, assignment to teams,
 27 number of hours, work shifts, promotions, discipline, and other terms and
 28 conditions of employment and are not being subjected to racial harassment. The

1 Coordinator shall also evaluate whether supervisors, managers, and Human
2 Resources employees are properly handling complaints of discrimination,
3 harassment, and/or retaliation. The Coordinator will evaluate how complaints by
4 any worker are handled and encourage employees and workers at the Covered
5 Facility to report problems of harassment, discrimination, or related retaliation.
6 The Coordinator shall speak with employees and temporary workers to ensure
7 compliance with anti-discrimination, harassment and retaliation policies and
8 procedures. To seek employee input, the audits will be conducted outside the
9 presence of management, supervisors, and leads. Any remedial action arising from
10 conduct signaling racial discrimination, harassment or related retaliation will be
11 reviewed by the Coordinator.

12
13 2. *Complaint Audits.*

14 The Coordinator shall review the Complaint Log described in Section XI.F
15 on a monthly basis, at a minimum, and report back in the semi-annual report
16 regarding Defendant Ryder's implementation of the Complaint Log. The
17 Coordinator shall have access to all records and call logs regarding complaints of
18 race harassment, discrimination, or related retaliation at the Covered Facility. The
19 Coordinator shall, at a minimum, review all complaints and the investigative
20 actions taken with respect to those complaints where the allegations involve race
21 harassment and/or discrimination and/or retaliation. The Coordinator shall assess
22 whether Defendant has responded to these complaints by conducting a timely,
23 thorough, and objective investigation, where applicable, and report back to the
24 EEOC in its semi-annual report.

25 3. *Audit Reports.* The Coordinator's semi-annual report shall include the
26 results of the audits in Section XI.B including assessments and recommendations
27 for remedying all identified issues with race discrimination, harassment, and/or
28 retaliation.

1 C. Policies and Procedures

2 1. *Scope.* Defendant Ryder shall implement the policies set out in
3 Section XI.C and XI.D to apply to all of its employees nationwide.

4 2. *Review of Policies and Procedures*

5 Within forty-five (45) days of the Effective Date, Defendant Ryder shall
6 review and, if required under the provisions set forth below, revise its written
7 employment policies prohibiting discrimination in the terms and conditions of
8 employment, including but not limited to hiring, firing, and promoting employees,
9 and harassment and retaliation on the basis of race. Defendant Ryder's policies
10 and procedures shall also address compliance with state and federal law at its
11 worksites, including prevention of racial discrimination and harassment, and an
12 assurance that Defendant Ryder will conduct a timely, thorough and objective
13 investigation and take appropriate disciplinary action where it has found
14 individuals to have engaged in racial discrimination, racial harassment, or
15 retaliation in violation of its policy. Within forty-five (45) days of the Effective
16 Date, Defendant Ryder shall provide the EEOC with a copy of its Policies and
17 Procedures, whether they have been revised or not.

18 Any Policies and Procedures shall be written in a clear, easy to understand
19 style and format, in language(s) commonly spoken by Defendant Ryder's
20 employees.

21 At all times, any revised Policies and Procedures shall, at a minimum,
22 include:

23 (a) a strong and clear commitment to a workplace free of race
24 discrimination, harassment and retaliation;

25 (b) a description of race discrimination, race harassment, and retaliation,
26 including examples of prohibited conduct and conduct which, if left unchecked,
27 may rise to the level of unlawful harassment or discrimination;

28 (c) assurance that Defendant shall take appropriate disciplinary action up to

1 and including termination against employees found to engage in conduct that
 2 violates its policies against race discrimination, harassment and retaliation, as well
 3 as its policies for supervisors and managers for not reporting allegations of race
 4 discrimination, harassment and retaliation;

5 (d) assurance that persons who complain about discrimination or harassment
 6 they experienced or witnessed and persons who provide information relating to
 7 such complaints will not be subject to retaliation;

8 (e) To the extent there are revisions to Defendant Ryder's policies, a
 9 statement that the revised Policies and Procedures apply to all employees; and

10 (f) an Internal Complaint Procedure, as described in Section XI.D.

11 Defendant shall report any changes to its policies and procedures to the
 12 EEOC on an annual basis, if any.

13 3. *Distribution of Revised Policies and Procedures*

14 If the EEOC does not provide comment within thirty (30) days of receipt,
 15 Defendant Ryder shall distribute its revised Policies and Procedures, if any, to all
 16 employees within ninety (90) days thereafter and require in all future contracts that
 17 its staffing agencies distribute compliant policies and procedures prohibiting race
 18 harassment, discrimination and retaliation to their own workers nationwide. For
 19 employees hired after distribution of its revised policies, Defendant shall
 20 disseminate its revised Policies and Procedures within thirty (30) days of their hire
 21 date for the term of the Decree. Each employee shall sign a form or electronically
 22 acknowledge receipt of the revised Policies and Procedures. At the conclusion of
 23 the term of the Decree, Defendant shall provide a statement confirming distribution
 24 of the revised Policies and Procedures to all employees, as well as to all workers
 25 by requiring its staffing agencies nationwide to provide compliant policies to their
 26 workers.

27 D. Internal Complaint Procedure

28 The Internal Complaint Procedure shall be written in English and any

1 language(s) used by 10% or more employees nationwide as their primary language.
2 The Internal Complaint Procedure will be included in Defendant Ryder's policy
3 against harassment and against retaliation. It shall incorporate the following
4 elements:

5 1. A statement encouraging employees and staffing agency workers to
6 report allegations of discrimination, harassment or retaliation to Defendant Ryder
7 such as by notifying Human Resources or any manager;

8 2. A process for submitting complaints of racial harassment or
9 discrimination or retaliation that includes more than one avenue for employees or
10 workers to lodge complaints verbally or in writing, including (a) a direct toll-free
11 phone number and email address for Defendant Ryder's Human Resources
12 Department; (b) a toll-free complaint hotline that Defendant Ryder will track
13 (Section XI.J); and (c) notifying *any* Ryder manager or Human Resources
14 representative;

15 3. A process for a timely, thorough, and objective investigation of all
16 complaints of discrimination, harassment or retaliation by Defendant Ryder;

17 4. Assurance that no complainant shall be required to confront his or her
18 accuser and that the confidentiality of the complaint, complainant and
19 investigation shall be kept confidential to the fullest extent possible;

20 5. Resolution of all complaints of discrimination, harassment, and
21 retaliation by Defendant Ryder, in a timely manner;

22 6. A requirement that any employee or worker in a manager,
23 supervisory, or Human Resources position report any and all complaints of
24 potential racial harassment, discrimination, or retaliation to Defendant Ryder's
25 Human Resources Department or a manager and that failure to carry out this duty
26 is grounds for disciplinary action, up to and including termination.

27 The Coordinator shall review Defendant Ryder's application of the internal
28 complaint procedure by monitoring complaints made by employees and staffing

1 agency workers at Covered Facility regarding race harassment, discrimination or
2 related retaliation on a semi-annual basis during the term of this Decree and review
3 for proper handling of such complaints.

4 E. Training

5 1. *Scope of Training Requirements*

6 Defendant Ryder shall implement the training regimen set out in Section
7 XI.E. with respect to: (a) all employees hired by Defendant Ryder at the Covered
8 Facility; and (b) all employees that have direct oversight over employees at the
9 Covered Facility.

10 2. *All Trainings*

11 a. All trainings described below shall be mandatory for active
12 employees at the Covered Facility for the duration of the Decree. All persons shall
13 verify their attendance in writing. Defendant Ryder shall maintain copies of
14 training sign-in sheets for the duration of the Decree.

15 b. All trainings provided pursuant to this Decree shall be
16 interactive unless otherwise indicated. Defendant Ryder shall work with the
17 Coordinator to develop the training curriculum. Examples shall be given of
18 prohibited conduct, tailored to Defendant Ryder's workplace. Defendant Ryder
19 shall leave time for questions and answers at the conclusion of the training. All
20 trainings and training materials shall be provided in English and any other
21 language(s) that is the primary language for 10% or more of Defendant's
22 employees at the Covered Facility.

23 c. Within sixty (60) days after the Effective Date, Defendant
24 Ryder shall submit to the EEOC and the Coordinator the identity and
25 qualifications of the qualified trainer selected, a description of the trainings to be
26 provided along with the training materials, and an outline of the training
27 curriculum. To the extent 10% or more employees at a Covered Facility use a
28 language other than English as their primary language, the trainer must speak

1 fluently a language that said employees understand. Upon receipt, the EEOC
 2 and/or the Coordinator may provide comment within thirty (30) days regarding
 3 any necessary revisions to the training.

4 d. The trainings in Sections XI.E shall occur within one hundred
 5 and fifty (150) days of the Effective Date. For employees who are unavailable on
 6 the scheduled training day, Defendant Ryder shall schedule an alternative training
 7 session within thirty (30) days of the initial training that is either (a) interactive; or
 8 (b) a video recording of the prior training plus an interactive component.

9 *3. New Employee Orientation*

10 Defendant Ryder shall provide a written message from its CEO to all new
 11 employees at the Covered Facility during the term of the Decree. The message
 12 shall emphasize that (a) Defendant Ryder is committed to ensuring that its
 13 workplace is free of discrimination, harassment and retaliation; (b) that Defendant
 14 Ryder takes seriously all allegations of discrimination, harassment and retaliation
 15 and encourages employees to notify Human Resources when they become aware of
 16 potentially discriminatory, harassing and/or retaliatory conduct; and (c) that
 17 Defendant Ryder will conduct a prompt and thorough investigation and take
 18 appropriate corrective action in response to any violations of its policy prohibiting
 19 discrimination, harassment and retaliation in the workplace. The message shall
 20 briefly review Defendant Ryder's complaint procedures, and explain where
 21 employees can find additional information, including the appropriate contact
 22 information.

23 *4. Compliance and Civility Training for Non-Managerial Employees*

24 Existing employees and leads at the Covered Facility shall be required to attend
 25 a Compliance Training lasting at least one (1) hour in duration. The training under
 26 this section shall cover:

27 (a) conduct prohibited by Title VII, including examples of conduct
 28 that may constitute unlawful race discrimination, a hostile work environment based

on race, and retaliation;

(b) employees' and employers' responsibilities under Ryder's policies if they experience, observe, or become aware of conduct that they believe may be harassing, discriminatory, or retaliatory;

(c) preventing harassment, including racial harassment, bystander intervention, including a discussion of appropriate and inappropriate language as it relates to race; and

(d) Defendant Ryder's revised Policies and Procedures, if any, as outlined in Section XI.C and XI.D, especially the Internal Complaint Procedure.

The training shall emphasize Defendant Ryder's commitment to ensuring a workplace free of discrimination, harassment or discrimination and encourage employees that experience or witness conduct that is discriminatory, harassing and/or retaliatory to report it. The training shall also emphasize the consequences for all workers and employees that engage in prohibited conduct and for managerial, lead, or supervisory employees employed by Defendant Ryder that fail to notify Defendant Ryder's Human Resources Department (even if it involves workers from staffing agencies) and/or a manager upon becoming aware of conduct that may be discriminatory, harassing or retaliatory.

Before concluding the training, Defendant shall provide direct contact information for Defendant Ryder's Human Resources Department, and for the Helpline established under Section XI.J. Defendant shall also circulate an anonymous evaluation form of the training to be filled out by attendees and provided to the Coordinator. The Coordinator will review the anonymous evaluation forms and make any appropriate changes based on recommendations for subsequent trainings.

5. *Compliance Training – Management and Human Resources*

All managers, supervisors, human resources employees, and employees responsible for documenting, responding to, or investigating complaints of

1 discrimination or harassment at the Covered Facility shall attend a separate
2 Management Training of at least two (2) hours duration that is interactive, includes
3 hypothetical scenarios and emphasizes the role of management and documenting
4 and reporting complaints of discrimination. Ryder will report compliance training
5 to the Coordinator. The Management Training shall address the following:

6 a. Title VII prohibitions against race discrimination, harassment,
7 and retaliation;

8 b. Examples of comments and conduct that alone or together may
9 rise to the level of unlawful race discrimination (including discharge and terms and
10 conditions of employment), harassment (including examples of racial slurs in
11 different languages and derogatory race-based comments), or retaliation;

12 c. Examples of conduct that alone or together might constitute
13 retaliation;

14 d. Consequences for managers, supervisors, and human resources
15 personnel who fail to follow or enforce Defendant Ryder's revised Policies and
16 Procedures, if any, or who fail to timely report observations or complaints of
17 potential race discrimination, harassment, or retaliation by any employee or
18 temporary worker;

19 e. Consequences for employees or workers that engage in conduct
20 that may be considered race discrimination, harassment, or retaliation;

21 f. Defendant Ryder's Internal Complaint Procedure;

22 g. Properly identifying and handling of complaints of
23 discrimination, harassment, and/or retaliation and a proper course of action
24 regardless if they are raised by employees or workers from staffing agencies
25 including reporting complaints to Human Resources;

26 h. Training for Human Resources employees shall cover proper
27 handling of complaints by any worker including: (a) interviewing or facilitating the
28 interview of all relevant witnesses and encompassing the proper scope of the

1 investigation, including the complainant and employees of both Defendant Ryder
 2 and the staffing agencies; (b) facilitating the review of all relevant evidence; (c)
 3 creation of written investigative reports, that document all investigatory steps, any
 4 findings and conclusions, and any actions taken, and including all complaints,
 5 notes of interviews and other relevant evidence.

6 *6. Verification of Training*

7 All persons required to attend such training shall verify their attendance in
 8 writing. Within one hundred and eighty (180) days of the Effective Date and semi-
 9 annually thereafter, Defendant Ryder shall produce to the EEOC documents
 10 verifying the occurrence of all training sessions conducted as required under this
 11 Decree, including the written training materials used, a description of the training
 12 provided, a list of the individuals who conducted the training, and a list of the
 13 names and job titles of attendees at each training session.

14 *F. Complaint Log*

15 Within sixty (60) days of the Effective Date, Defendant Ryder shall establish
 16 a complaint log, in consultation with the Coordinator, for centralized tracking of all
 17 formal and informal complaints regarding race discrimination, harassment or
 18 retaliation and the monitoring of such complaints to prevent retaliation. This
 19 system shall be searchable by name of individual(s) and by location(s) of alleged
 20 misconduct, and shall contain, for each complaint or investigation of race
 21 discrimination, harassment or retaliation, at least the following information:

22 (a) full name of each complainant, to the extent the information is known to
 23 Ryder and whether it is a Ryder employee;

24 (b) a description of how Defendant Ryder learned of the complaint,
 25 including whether the complaint was first directed to a staffing agency or
 26 Defendant Ryder, whether the complaint was first made to a manager, human
 27 resources employee, or via the Helpline, and the date the complaint was reported to
 28 Defendant Ryder's Human Resources department;

1 (c) date each complaint was initially made;

2 (d) date that Defendant Ryder or the staffing agency provided notice of the
3 complaint, if applicable;

4 (e) date each investigation began and was completed;

5 (f) type of adverse employment action claimed (e.g., “harassment,” “failure
6 to hire,” “failure to promote,” “demotion,” “failure to schedule/assign,”
7 “termination,” etc.);

8 (g) name and title of person(s) who conducted each investigation;

9 (h) description of disciplinary or remedial action, if applicable, and the
10 names of the decision-makers;

11 (i) status of each complaint or investigation reflected in the database (such as
12 “open,” “pending,” “closed,” etc.).

13 Defendant Ryder shall maintain the database and shall produce the above-
14 referenced data semi-annually to the EEOC.

15 G. Posting of Notice

16 Within sixty (60) business days after the Effective Date and throughout the
17 term of this Decree, Defendant Ryder shall post a laminated copy of the Notice
18 attached as Exhibit B at the Covered Facility in a clearly visible location
19 frequented by employees. The Notice shall be printed in legible font and posted in
20 language(s) commonly understood by Defendant’s employees. If the Notice
21 becomes defaced or illegible, Defendant Ryder shall replace it with a clean copy.

22 H. Evaluating EEO Compliance of Supervisors and Managers

23 Defendant Ryder will develop a mechanism for evaluating supervisors and
24 managers regarding their efforts to comply with this Decree and EEO laws at the
25 Covered Facility.

26 I. Relationship with Staffing Agencies

27 Within sixty (60) days of the Effective Date, Defendant Ryder shall provide
28 the EEOC with a redacted copy of the relevant portion of its template Agreement

1 with staffing agencies at the Covered Facility. Thereafter, to the extent Defendant
 2 Ryder enters into an agreement with a third-party staffing agency Defendant Ryder
 3 shall provide the EEOC with redacted copies of the relevant portions of any such
 4 signed Agreements with any staffing agency at a Covered Facility on an annual
 5 basis during the term of this Decree should they differ from the previous reporting
 6 period.

7 Ryder will include a provision in any future contract with third-party staffing
 8 agencies nationwide requiring said companies to have anti-discrimination and anti-
 9 retaliation policies and procedures, and will require third-party staffing agencies to
 10 disseminate their policies and procedures to workers that are placed at Ryder
 11 facilities. Ryder will develop protocols to ensure that there are proper mechanisms
 12 for handling complaints raised by workers of staffing agencies nationwide and to
 13 ensure that staffing agencies are informed of complaints of discrimination,
 14 harassment, and/or retaliation when raised at Ryder's worksite. If complaints
 15 involve Ryder employees, then Ryder will investigate such complaints.

16 **J. Toll-Free Complaint Hotline**

17 Defendant Ryder has a hotline to report complaints of discrimination,
 18 harassment or retaliation ("Helpline"). Defendant shall ensure that it posts notice
 19 of the Helpline for employees at the Covered Facility in language(s) commonly
 20 used by them and shall verify semi-annually that the postings remain up and in
 21 good condition. The posting shall make clear that the Helpline is accessible online
 22 and via telephone, 24-hours per day and is available in language(s) commonly used
 23 by Defendant's employees and state that complaints of harassment, discrimination,
 24 and/or retaliation can be reported.

25 The Helpline shall operate seven days per week, 24 hours per day.
 26 Defendant with the Coordinator shall ensure that all Helpline inquiries and
 27 response times are tracked and logged by Defendant. Once a complaint is received,
 28 Defendant will contact the complainant and then follow the Internal Complaint

1 Procedure in Section XI.D. The Coordinator shall review and evaluate the
 2 Defendant's effectiveness and responsiveness to a Helpline complaint. A copy of
 3 the log of calls that involve discrimination, harassment, and/or retaliation
 4 complaints shall be provided to the EEOC in the reporting to the EEOC as part of
 5 the Complaint Log described in Section F.

6 Annually during the term of the Decree, the hotline shall be communicated
 7 to all employees and workers to encourage reporting of complaints of harassment,
 8 discrimination, and/or retaliation.

9 K. Recordkeeping

10 The records to be maintained shall include:

- 11 1. All communications between the Coordinator and the EEOC;
- 12 2. All documents related to any complaint of race discrimination, race
 13 harassment, or related retaliation at the Covered Facility, including documents
 14 relating to all investigations or resolutions of any complaints and the identities of
 15 all witnesses identified by the complainant and/or through Defendant Ryder's
 16 investigation, and all communications related to the complaint, its investigation, or
 17 its resolution;
- 18 3. All personnel and performance related documents related to any
 19 Ryder employee who files a complaint or otherwise reports race discrimination or
 20 harassment at the Covered Facility;
- 21 4. All documents generated in connection with the semi-annual audits
 22 conducted by the Coordinator under Section XI.B;
- 23 5. All forms or electronic signatures acknowledging employees' receipt
 24 of Defendant Ryder's revised Policies and Procedures, if any, under Section XI.C;
- 25 6. All documents verifying the occurrence of all training sessions and
 26 names and positions of all attendees, under Section XI.E;
- 27 7. All evaluation forms created under Section XI.E;
- 28 8. A copy of the Complaint Log, maintained as required under Section

1 XI.F;

2 9. All documents reflecting the awards given or corrective action taken
3 in response to Ryder's supervisory, managerial and/or lead employees that
4 responded appropriately or inappropriately to discriminatory, harassing, or
5 retaliatory conduct;

6 10. Copies of the signed agreements with each staffing agency at the
7 Covered Facility under Section XI.I;

8 11. All documents generated in connection with the monitoring,
9 counseling and disciplining of employees whom Defendant Ryder determined to
10 have engaged in discriminatory, harassing and/or retaliatory behavior;

11 12. All documents related to compliance with the terms of the Decree;
12 and

13 13. All documents generated in connection with Defendant's Helpline
14 related to complaints of race discrimination, racial harassment or related retaliation
15 at the Covered Facility under Section XI.J.

16 L. Reporting

17 1. *Initial Report*

18 Defendant Ryder shall submit to the EEOC initial reports within ninety (90)
19 days after the Effective Date, except where otherwise noted below. The reports
20 shall contain:

21 a. the revised Policies and Procedures, if any, under Section XI.C,
22 including the Internal Complaint Procedure described in Section XI.D, to be
23 provided for EEOC review within forty-five (45) days of the Effective Date;

24 b. the name, contact information, and qualifications for the
25 trainer(s) selected, a description of the trainings to be provided, training materials,
26 and an outline of the curriculum, to be provided for the EEOC's review and
27 comment pursuant to Section XI.E within sixty (60) days of the Effective Date;

28 c. a redacted copy of the relevant portions of Defendant's

1 template Agreement with staffing agencies at the Covered Facility, to be provided
2 within sixty (60) days of the Effective Date;

3 d. a copy of the proposed Complaint Log, pursuant to Section
4 XI.F, with a summary of the procedures and recordkeeping methods developed
5 with the Coordinator for centralized tracking of racial discrimination, harassment
6 and related retaliation complaints and the monitoring of such complaints;

7 e. a statement confirming that the notice pertaining to this Decree
8 has been posted at the Covered Facility pursuant to Section XI.G; and

9 f. a copy of the notice regarding the Helpline at the Covered
10 Facility, pursuant to Section XI.J.

11 2. *Semi-Annual Report*

12 Within 180 days from the Effective Date, and semi-annually thereafter,
13 Defendant Ryder shall provide reports containing:

14 a. a complete employee list for all employees at the Covered
15 Facility, including race, start date, job title, and job site;

16 b. the attendance lists of all attendees for the training sessions
17 required under this Decree that took place since the previous report;

18 c. A list of all management or supervisory personnel at the
19 Covered Facility with responsibility for receiving complaints of alleged or
20 potential race discrimination, including name, title, department and date of hire;

21 d. A list of all staffing agencies that Defendant Ryder does
22 business with at the Covered Facility;

23 e. A statement confirming that Defendant Ryder has distributed
24 the revised Policies and Procedures to all employees and required staffing
25 agencies to provide compliant procedure to all workers at the Covered Facility;

26 f. Confirmation that Ryder has communicated the hotline number
27 to all employees and workers placed at Ryder through staffing companies at the
28 Covered Facility;

1 g. Annually, a copy of each signed template agreement it enters
2 into with third-party staffing agencies at the Covered Facility during the Decree
3 Term to confirm compliance with Section XI.I. To the extent Ryder enters an
4 agreement with a third-party staffing agency that deviates from its template
5 agreement, Ryder will provide a redacted copy of the relevant portions of said
6 agreement;

7 h. Documents verifying the occurrence of all training sessions,
8 including the written materials used, a description of the training, a list of the
9 trainers, and a list of the attendees, pursuant to Section XI.E;

10 i. A copy of the Complaint Log pursuant to Section XI.F;

11 j. A statement confirming that the required notices pertaining to
12 this Decree and the revised Policies and Procedures and the Hotline information
13 have been posted and/or distributed pursuant to Sections XI.G, XI.C, and XI.J;

14 k. A list of Eligible Claimants that applied for hire or rehire and
15 were not selected and the rationale, pursuant to Section IX.A;

16 l. The status of Defendant Ryder's compliance with the terms of
17 the Decree; and

18 m. Annually, a statement of whether any revisions of Defendant
19 Ryder's policies and procedures regarding racial discrimination, racial
20 harassment, and retaliation took place since the preceding report, including a copy
21 of the revised policies or procedures.

22 The Semi-Annual Report shall also include the Coordinator's report to the
23 EEOC that describes all work performed pursuant to this Decree and provides the
24 Coordinator's feedback and recommendations going forward. The report shall
25 include the Coordinator's evaluation and recommendations following the audits
26 under Section XI.B, the trainings under Section XI.E; review of Defendant's
27 implementation of the Internal Complaint Procedure and Complaint Log under
28 Sections XI.D and XI.F and monitoring all complaints to ensure proper handling

and follow though regardless of whether they are from a staffing agency or a direct employee at the Covered Facility. Most importantly, the Coordinator's report shall provide feedback regarding Defendant Ryder's good faith efforts to comply with this Decree and Title VII, as well as Defendant's efforts to ensure employment decisions are made without regard to race, and respond appropriately to harassment, discrimination, retaliation complaints. The Coordinator's report shall cover all the Coordinator's responsibilities, as detailed in Section XI.A.

3. Exit Report

Defendant shall report to the EEOC at least sixty (60) days prior to the expiration of this Decree regarding its compliance with this Decree. Separately, the Coordinator shall report to the EEOC at least sixty (60) days prior to the expiration of this Decree regarding all the Coordinator's responsibilities, as detailed under this Decree and providing feedback regarding Defendant's compliance with this Decree and Title VII, the results of Defendant Ryder's efforts to ensure employment decisions are made without regard to race, and whether Defendant Ryder has responded appropriately to harassment and retaliation complaints.

XII.

COSTS OF ADMINISTRATION AND IMPLEMENTATION OF CONSENT DECREE

Defendant Ryder shall bear all costs associated with its administration and implementation of its obligations under this Consent Decree.

XIII.

COSTS AND ATTORNEYS' FEES

Each party shall bear its own costs of suit and attorneys' fees.

XIV.

MISCELLANEOUS PROVISIONS

1 A. The EEOC may request documents Defendant Ryder must maintain in
 2 accordance with the recordkeeping provisions of Section XI.K of this Decree in
 3 furtherance of its monitoring responsibilities and will give Defendant Ryder and/or
 4 its Coordinator thirty (30) days written notice of documents and/or information to
 5 be produced for monitoring purposes. The parties will work together on the timing
 6 of the production if necessary.

7 B. Unless otherwise stated, all notices, reports and correspondence required
 8 under the Decree shall be delivered (1) by U.S. Mail to the attention of Anna Y.
 9 Park, Regional Attorney, U.S. Equal Employment Opportunity Commission, 255
 10 East Temple Street, 4th Floor, Los Angeles, California, 90012; and (2) by email to
 11 lado.legal@eeoc.gov. Defendant shall maintain copies of all such notices, reports
 12 and correspondence for at least the Term of the Decree.

13 C. During the term of this Consent Decree, Defendant Ryder shall provide any
 14 potential successor-in-interest with a copy of this Consent Decree within a
 15 reasonable time of not less than thirty (30) days prior to the execution of any
 16 agreement for acquisition or assumption of control of the Covered Facility, or any
 17 other material change in corporate structure, and shall simultaneously inform the
 18 EEOC of same.

19 D. During the term of this Consent Decree, Defendant Ryder shall assure that
 20 each of its directors, officers, human resources personnel, managers, and
 21 supervisors at the Covered Facility are aware of any term(s) of this Decree which
 22 may be related to his/her job duties.

23 E. The Parties agree to entry of this Decree and judgment subject to final
 24 approval by the Court. All parties, through the undersigned, respectfully apply for
 25 and consent to this entry of this Consent Decree Order.

26 **XV.**

27 **COUNTERPARTS AND FACSIMILE SIGNATURES**

1 This Decree may be signed in counterparts. A facsimile signature shall have
2 the same force and effect of an original signature or copy thereof.

3 All parties, through the undersigned, respectfully apply for and consent to
4 the entry of this Decree as an Order of this Court.
5

6 Respectfully submitted,
7

8 U.S. EQUAL EMPLOYMENT
9 OPPORTUNITY COMMISSION
10

11 Date: 5/24/2021

/s/ Anna Y. Park

12 By: Anna Y. Park
13 Attorney for Plaintiff, EEOC
14

15 Date: 5/24/2021

/s/ Steven W. Moore

16 By: Steven W. Moore
17 Barbara I. Antonucci
18 Attorney for Defendant Ryder
19 Integrated Logistics, Inc.

20 Date: 5/24/2021

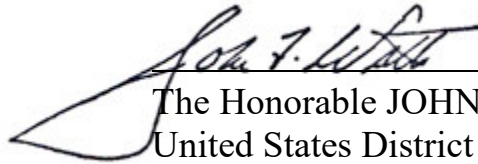
/s/ Heather Gray

21 By: Heather Gray
22 Representative for Defendant Ryder
23 Integrated Logistics, Inc.
24
25
26
27
28

ORDER

The provisions of the foregoing Consent Decree are hereby approved and compliance with all provisions thereof is HEREBY ORDERED.

Date: May 25, 2021

A handwritten signature in black ink, appearing to read "John F. Walter", is written over a horizontal line.

The Honorable JOHN F. WALTER
United States District Court Judge

EXHIBIT A
ACKNOWLEDGEMENT AND RELEASE

In consideration for the \$ ____ paid to me in connection with the resolution of *EEOC v. Kimco Staffing Services, Inc. and Ryder Integrated Logistics, Inc.*, United States District Court for the Central District of California, Case Number 5:19-cv-01838 JFW (SPx), I am releasing any claims that were asserted or could have been asserted against Defendants in the above-referenced civil action, for claims for race discrimination, harassment and/or retaliation arising under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 ("Title VII"), 42 U.S.C. § 1981 and the Fair Employment and Housing Act at the time or prior to the date of this Release. I agree that this means I am agreeing not to sue Defendants with respect to the claims I am releasing.

Nothing in this Agreement shall be deemed to be a release or waiver of (a) any claims that are not waivable under applicable federal, state or local law, and (b) rights under Worker's Compensation or Unemployment Insurance law. I understand that this agreement does not prohibit me from: (1) Filing a claim with a government agency that is responsible for enforcing a law; however, I understand that I will not be entitled to recover any monetary damages or any other form of personal relief in connection with such a claim, investigation or proceeding; (2) Providing information regarding my employment as may be required by law or legal process; or (3) Cooperating, participating or assisting in any government or regulatory entity investigation or proceeding.

I also understand that the "Defendants" being released includes the following entities and persons: Ryder Integrated Logistics, Inc., Kimco Staffing Services, Inc.

Date: _____ Signature: _____

EXHIBIT B**NOTICE OF SETTLEMENT AND CONSENT DECREE**

TO: ALL EMPLOYEES OF RYDER INTEGRATED LOGISTICS, INC.

The U.S. Equal Employment Opportunity Commission (“EEOC”) filed a lawsuit in the United States District Court for the Central District of California against Ryder Integrated Logistics, Inc. (“Ryder”), Case Number 5:19-cv-01838 JFW (SPx). EEOC filed this lawsuit alleging that employees were subjected to a racially hostile work environment, discrimination in the terms and conditions of their employment based on race, and/ or subjected to retaliation for opposing race discrimination. In addition to monetary relief, Ryder has agreed to various injunctive remedies such as revising policies and procedures regarding race harassment prevention, training employees regarding race harassment, creating a system for tracking complaints, and providing EEOC with periodic reports.

Ryder has appointed an Equal Employment Opportunity Coordinator (“EEO Coordinator”) to ensure Ryder’s compliance with the Decree, to oversee investigation and resolution of all reports of race harassment, discrimination and retaliation, and to ensure equal opportunity for all employees. If any employee has information regarding race harassment or retaliation, she or he may report it directly to the EEO Coordinator.

Federal law prohibits harassment or discrimination against any employee or applicant for employment because of a person’s age, disability, race, sex, color, religion or national origin, with respect to hiring, compensation, promotions, discharge, terms and conditions or privileges of employment. Federal law also prohibits retaliation for those who oppose or resist harassment or discrimination or participate in investigations regarding complaints of discrimination.

Ryder is committed to complying with federal anti-discrimination laws in all respects. Race harassment or discrimination will not be tolerated. Any employee who files a complaint or formal charge of discrimination, gives testimony or assistance, or participation in any manner in any investigation will be protected from retaliation.

If you believe that you have been subjected to discrimination or harassment because of your race, you may follow Ryder’s procedures and/or you may seek assistance from:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
 255 East Temple Street, 4th Floor
 Los Angeles, CA 90012
 TELEPHONE NUMBER: (213) 669-4000