

COMMONWEALTH OF PENNSYLVANIA

GOVERNOR'S OFFICE

PENNSYLVANIA HUMAN RELATIONS COMMISSION

BARBARA J. COCHRANE,

Complainant

vs.

NATIONAL TRAILER CONVOY,  
INC. and JAMES BARRY,

Respondents

Docket No. E-5455

CONCILIATION AGREEMENT

WHEREAS, on the 10th day of January, 1973, a verified Complaint was filed with the Pennsylvania Human Relations Commission ("Commission") against: NATIONAL TRAILER CONVOY, INC. and JAMES BARRY ("Respondents") by: BARBARA J. COCHRANE ("Complainant"). This Complaint alleged that Respondents had violated Section J(a) of the Pennsylvania Human Relations Act, 43 P.S. § 951, et. seq, as amended ("Act"), in that Respondents committed or caused to be committed certain acts set out in said Complaint; and

WHEREAS, Commission has advised Respondents after investigation that it has found probable cause to credit the allegations of the aforementioned Complaint; and

WHEREAS, Respondents do not admit any violation of the Act but solely wish to avoid the expenses of litigation; and

WHEREAS, Commission finds that the settlement terms, as set forth in Appendix "A" hereof, are reasonable under the circumstances and finds further that the public interest will be served by settlement of the case; and

WHEREAS, Respondents for the reasons set forth above do hereby waive all rights to a public hearing under Section 9 of the Act and the Regulations lawfully promulgated by the Commission, and do hereby consent to the entry of this Conciliation Agreement as a Consent Order and Decree of the Commission which shall have the same force and effect as a Commission Order and Decree following a Public Hearing by the Commission and shall be enforceable as such under Section 10 of the Act:

NOW, THEREFORE, Respondents and Commission hereby agree to be legally bound as follows:

1. The foregoing preambles shall be included herein as if fully set forth.

2. The Respondents admit the jurisdiction of the Commission in this matter and hereby waive all objections thereto.

3. All appendices annexed hereto are incorporated into this Agreement as integral parts hereof, as if fully set forth.

4. The term "Respondents" as used herein shall include all agents, servants and employees of the Respondents named above, in addition to the principals.

5. The execution and implementation of this Agreement shall not constitute any waiver of powers and duties conferred upon the Commission, nor shall this Agreement be deemed a declaration of policy or precedent by the Commission. This Agreement shall in no way affect the intake, processing, adjudication or disposition of future Complaints involving the Respondents, except that the Respondents may in the course of any proceedings refer to this Agreement and to their performance thereunder to the extent relevant to such proceedings.

6. Respondents shall hereafter fully comply with all of the provisions of the Act and the Regulations promulgated by the Commission and shall fully comply with each of the terms of settlement set forth in Appendix "A" hereof.

7. It is expressly understood by the Respondents that any violation or infraction of the terms and conditions set forth in Appendix "A" by Respondents shall constitute a violation of an Order of the Commission pursuant to Section 11 of the Act.

8. The relationship between Complainant and Respondents shall be subject to and defined by Appendix "B" if attached hereto.

9. If any portion of this Agreement, or the application thereof to any person or circumstance, should for any reason be adjudged by any court of competent jurisdiction to be invalid or unenforceable, in whole or in part, such judgment shall not affect, impair or invalidate any other portion of this Agreement.

10. Commission and Respondents enter into this Agreement with the intent to be legally bound hereby. This Agreement shall become final when approved and ratified by the Commission; and thereafter shall be binding upon and inure to the benefit of each of the parties hereto, and each of their respective heirs, successors and assigns, effective immediately from the date of such approval. If not so approved and ratified, it shall be null and void from its inception.

By the Respondents

Jasper Perry  
Field Vice President

July 26, 1976  
Date

Richard O. Patton  
Title

July 26, 1976  
Date

ATTEST:

Jack R. Anderson  
Title

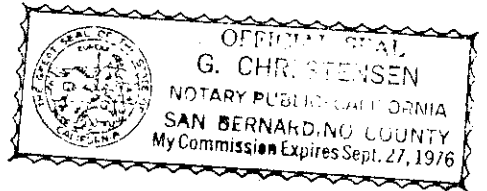
STATE OF CALIFORNIA )  
COUNTY OF SAN BERNARDINO ) SS

On the 29 day of July, 1976, James Barry, Field Vice-President, National Trailer Convoy, Inc., appeared personally before me and signed this agreement freely and with full intent to be legally bound thereby, and indicated that he understands that he is waiving his right to a hearing by signing this agreement.

In testimony whereof, I have hereunto set my hand and seal on the day last above written.

G. Christensen  
Notary Public

My Commission Expires:



STATE OF OKLAHOMA )  
COUNTY OF TULSA ) SS

On the 29 day of July, 1976, Richard O. Battles and Jack R. Anderson, each known by me to be an officer of National Trailer Convoy, Inc. signed this agreement freely and with full intent to be legally bound thereby, and indicated to me that they clearly understand that National Trailer Convoy, Inc. is waiving its right to a hearing by signing this agreement.

In testimony whereof, I have hereunto set my hand and seal on the day last above written.

Patricia Carpenter  
Notary Public

My Commission Expires: July 17, 1979

Recommended for approval by the Commission:

Homer C. Floyd  
Homer C. Floyd, Executive Director  
Pennsylvania Human Relations Commission

Approved and ratified at a meeting of the Pennsylvania Human Relations Commission on the 22nd day of August, 1976.

Joseph K. Yaffe  
Joseph K. Yaffe, Chairperson  
Pennsylvania Human Relations Commission

ATTEST: Elizabeth M. Scott  
Elizabeth M. Scott, Secretary  
Pennsylvania Human Relations Commission

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TERMS OF SETTLEMENT

Respondent, National Trailer Convoy, Inc., on behalf of itself and on behalf of James Barry does hereby agree to remit to Complainant the sum of five thousand dollars (\$5,000.00) in full and complete satisfaction of all claims brought by Complainant against all Respondents.

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CERTIFICATE OF SATISFACTORY ADJUSTMENT

I, BARBARA J. COCHRANE, Complainant in the above-docketed case, do hereby certify that my Complaint has been adjusted to my satisfaction as per the terms of settlement aforementioned.

I hereby request the Pennsylvania Human Relations Commission to close the above-docketed case.

Barbara J. Cochrane  
Complainant

8/11/76  
Date

Maurice L. Crystal  
Witness

August 11 1976  
Date

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DOCKET NO. E-5455

RELEASE

Know all persons by these presents that upon the condition that Respondents shall fully comply with all the Terms of Settlement set forth in Appendix "A" of this Agreement, I do hereby release and forever discharge Respondents from all manner of actions and causes of action and all suits, debts, claims and demands whatsoever based upon the allegations set forth in the Complaint docketed to No. E-5455, including the present action. Furthermore, I specifically release Respondents from any additional actions before any State or Federal agency or court including the Equal Employment Opportunity Commission and do hereby limit my rights to the terms of settlement contained in Appendix "A" of this agreement, and do hereby agree to withdraw or otherwise discontinue any and all actions now pending before any other administrative agency, State or Federal, or any Court, State or Federal, against these Respondents. As a final condition, I agree not to disclose to any other person the terms of this settlement or the fact of my filing a Complaint with the Commission against National Trailer Convoy, Inc. except incident to application for employment.

Dated: 8/11/76

Barbara J. Cochran  
Complainant

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF Lancaster

:  
: ss.:  
:

On the 11th day of August, 1976, the Complainant named above, BARBARA J. COCHRANE, personally appeared before me. She is known to me or proved her identity as the person who signed this release. She acknowledged that the release was freely signed, with full understanding of its contents and legal effect, and solely for the consideration and upon the conditions expressed therein.

Witness my hand and seal the day and year written above.

My Commission Expires:  
PATRICIA M. MIZGALSKI, Notary Public  
Lancaster County  
My Commission Expires 10/13/79

Patricia M. Mizgalis  
Notary Public

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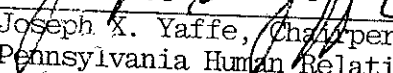
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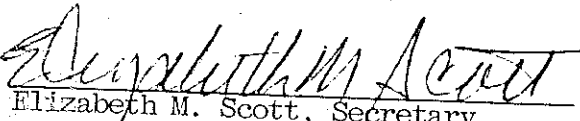
FINAL ORDER AND DECREE

AND NOW, this 22nd day of August, 1976, upon consideration of the Conciliation Agreement submitted in the above captioned case it is hereby ORDERED AND DECREED that said Conciliation Agreement be entered into the official record of the Pennsylvania Human Relations Commission as a Final Order, to be given the same force and effect as if entered after a Public Hearing.

BY:

  
Joseph X. Yaffe, Chairperson  
Pennsylvania Human Relations Commission

ATTEST:

  
Elizabeth M. Scott, Secretary  
Pennsylvania Human Relations Commission