

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA

U.S. EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

CIVIL ACTION

VERSUS

NO. 09-6460

BOH BROTHERS CONSTRUCTION COMPANY, LLC

SECTION "B" (2)

CONSENT JUDGEMENT

**WHEREAS**, the jury in this matter rendered a verdict awarding, inter alia, \$200,000 in non-pecuniary compensatory damages ("compensatory damages award") to the Charging Party, Kerry Woods ("Woods");

**WHEREAS**, this Court reduced the compensatory damages award to \$50,000, in light of the jury's punitive damages award of \$250,000, and in light of the statutory limit under 42 U.S.C. § 1981a of \$300,000 for the total of non-pecuniary compensatory damages and punitive damages;

**WHEREAS**, the en banc Fifth Circuit Court of Appeals vacated the punitive damages award and remanded this matter to the Court to determine the appropriate amount of compensatory damages due to Woods (see EEOC v. Boh Bros. Const. Co., L.L.C., 731 F.3d 444, 469 (5th Cir. 2013));

**WHEREAS**, the parties in this matter, Plaintiff, the United States Equal Employment Opportunity Commission ("EEOC" or "Commission") and Defendant, Boh Bros. Construction Company, LLC ("Defendant"), have agreed on the terms of this Consent Judgment

in order to set the appropriate amount of compensatory damages to be paid to Woods; and

**WHEREAS**, in light of the parties' aforementioned agreement concerning the appropriate amount of compensatory damages for Woods, the EEOC hereby waives the jury award of \$1,000 in back pay;

**IT IS ORDERED, ADJUDGED, AND DECREED** as follows:

1. The quantum of non-pecuniary compensatory damages, as determined by this Consent Judgment, is \$125,000. Defendant shall deliver to Woods a cashier's check, drawn on a bank in the United States, payable to Kerry Woods, in the amount of \$125,000 ("payment on the judgment"), to the following address: Kerry Woods, 104 Leeds Place, Hattiesburg, MS 39402. Defendant shall deliver the payment on the judgment to Woods by trackable express delivery, such as FedEx, UPS, DHL, U.S. Priority mail, or a substantially equivalent method, such that Woods receives it within 14 days of the entry of this Judgment. Defendant shall withhold no taxes, and make no deductions, from the \$125,000 payment on the judgment;

2. This Court shall retain jurisdiction over this matter for a reasonable period to enforce this Judgment;

3. **Parties waive** appeal from this Judgment;

4. Defendant shall timely issue to Woods, at the address specified above, an IRS Form 1099 for the \$125,000 payment on judgment;

5. Defendant shall provide to counsel for the EEOC, within seven days of delivery to Woods, copies (a) of the payment on the judgment and (b) of the Form 1099, along with documentation which shows that delivery to Woods was timely made, and all other documentation which Defendant sends to Woods with the aforementioned items;

6. The original judgement and order shall remain in effect exempting those parts and terms noted above to achieve compliance with the Fifth Circuit's en banc opinion.

New Orleans, Louisiana, this 25<sup>th</sup> day of February, 2014.

A handwritten signature in black ink, appearing to read "L. J. Smith", is written over a horizontal line.

UNITED STATES DISTRICT JUDGE