

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

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff

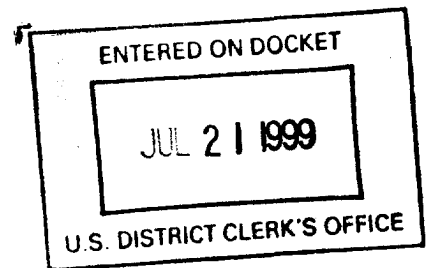
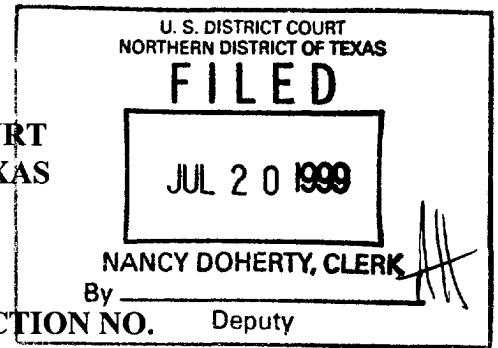
v.

LORD & TAYLOR, A DIVISION OF  
THE MAY DEPARTMENT STORES  
COMPANY,

Defendant

CIVIL ACTION NO. Deputy

3-98-CV-0771-T



**AGREED ORDER**

This Agreed Order is made and entered into by and between the Equal Employment Opportunity Commission (EEOC) and Lord & Taylor, a Division of The May Department Stores Company (hereafter Lord & Taylor) in the United States District Court for the Northern District of Texas, Dallas Division, with regard to the EEOC's Complaint filed on March 26, 1998 (Complaint), in Civil Action No. 3-98-CV-0771-T. The Complaint was based upon two charges of discrimination filed by Jacquelynn Denson, Charging Party, against Lord & Taylor.

The above referenced Complaint alleges that Lord & Taylor's violated Title VII of the Civil Rights Act of 1964, by subjecting Ms. Denson to discrimination because of her race, Black. The Complaint also alleges that Ms. Denson was retaliated against and constructively discharged from her position.

The EEOC and Lord & Taylor agree to compromise and settle the differences embodied in the Complaint, and intend that the terms and conditions of the compromise and settlement be set forth in this Agreed Order ("Agreed Order").

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 Agreed Order resolves all issues raised in EEOC Charge Nos. 310-97-1695 and 310-96-2965. 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 of discrimination other than the above referenced charge.

2. The parties agree that this Agreed Order does not constitute an admission by Lord & Taylor of any violation of Title VII of the Civil Rights Act.

3. This Agreed Order only applies to the Lord & Taylor Department Store at Northpark Mall, Dallas, Texas.

4. Lord & Taylor agrees that it shall conduct all employment practices in a manner which does not subject any employee to discrimination or retaliation under Title VII of the Civil Rights Act.

5. During the one-year period that this Agreed Order is in effect, Lord & Taylor agrees to conduct training for all executive employees at the Northpark Mall store, including area sales managers, operations managers, human resources personnel and loss prevention employees, advising them of the requirements and prohibitions of Title VII of the Civil Rights Act of 1964. The training will include specific details of the executives employees' responsibilities under the complaint procedure for individuals who believe they have witnessed or experienced discrimination in any form. The training will also inform the executive employees of the consequences of violating Title

VII. The training shall be at least one hour in duration.

6. Following the training, brochures detailing the matters described above will be furnished to each hourly employee with the distribution of paychecks at the Northpark Mall store.

7. Lord & Taylor agrees to post the brochure provided to employees on the employee bulletin board at the Lord & Taylor at Northpark Mall within ten (10) days after its distribution to hourly employees. Lord & Taylor will report to the EEOC that it has complied with this requirement within 30 days after posting the brochure.

8. Lord & Taylor agrees to remove from all personnel files of Jacquelynn Denson 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 complaint filed by the EEOC in federal court based upon her charge.

9. Lord & Taylor agrees that there shall be no discrimination or retaliation of any kind against any person 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.

10. Lord & Taylor agrees to pay \$32,500 to resolve all claims for compensatory damages and any other available relief to Jacquelynn Denson. Ms. Denson shall be responsible for any tax liability arising out of the payment and shall indemnify and hold Lord & Taylor harmless therefrom. Lord & Taylor will provide Ms. Denson with a 1099 tax form at year end.

11. The payments referenced above shall be made 21 days after the date of entry of this Agreed Order by cashier's check made payable to Jacquelynn Denson. Ms. Denson will pick up the check in person at offices of counsel for Lord & Taylor, Marigny Lanier, Maris & Lanier, 1450

Park Building, LB 702, Dallas, Texas 75231. Upon delivery, Ms. Denson will execute a release attached to this Agreed Order as Attachment "B".

12. Lord & Taylor agrees to report to the EEOC within 30 days of entry of this Agreed Order regarding the status of its compliance with the agreements set forth above.

13. All reports to the EEOC required by this Agreed Order shall be sent to Suzanne M. Anderson, Sr. Trial Attorney, EEOC, 207 S. Houston, Dallas, Texas 75202.

14. If Lord & Taylor fails to tender payment pursuant to the terms of paragraphs 10-11, above, Lord & Taylor shall:

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

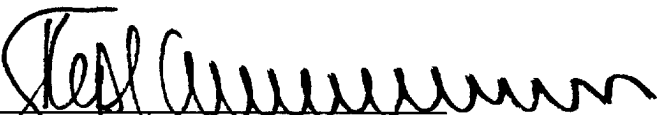
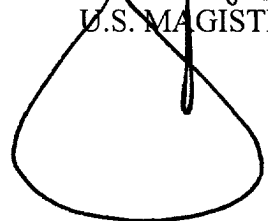
15. Neither the EEOC nor Lord & Taylor shall contest the validity of this Agreed Order nor the jurisdiction of the federal district court to enforce this Agreed Order and its terms or the right of either party to the Agreed Order to bring an enforcement action upon breach of any term of this Agreed Order by either such party. Nothing in this Agreed Order shall be construed to preclude the EEOC from enforcing this Agreed Order in the event that Lord & Taylor fails to perform the promises and representations contained herein. The EEOC shall be authorized to seek compliance with the Agreed Order through civil action in the United States District Court. The EEOC also reserves the right to seek contempt sanctions for non-payment and non-compliance with this Agreed Order.

16. The parties to this Agreed Order agree to bear their own costs associated with the

above-referenced Complaint.

17. The term of this Agreed Order shall be for one (1) year.

SO ORDERED, ADJUDGED AND DECREED this 20<sup>TH</sup> day of  
July, 1999.

  
\_\_\_\_\_  
U.S. MAGISTRATE JUDGE  


APPROVED AS TO FORM AND SUBSTANCE:

Counsel for the plaintiff:

JEFFREY C. BANNON  
Regional Attorney  
Connecticut Bar No. 301166

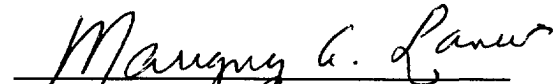
ROBERT A. CANINO  
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SUZANNE M. ANDERSON  
Sr. Trial Attorney  
Texas Bar No. 14009470

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
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(214) 655-3331 (fax)

Counsel for defendant:



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Texas Bar No. 11033290  
MARIS & LANIER  
1450 Meadow Park, LB 702  
10440 N. Central Expressway  
Dallas, Texas 75231

(214) 360-1096  
(214) 361-2288 telefax

## **RELEASE AGREEMENT**

JACQUELYNN DENSON, on behalf of herself, her successors and assigns, in consideration of the receipt of the amount of \$32,500 from Lord & Taylor, a Division of The May Department Stores Company, as set forth in the Agreed Order between the United States Equal Employment Opportunity Commission and Lord & Taylor, entered in Civil Action No. 3-98CV-0771, the adequacy and sufficiency of which is hereby acknowledged, does here:

a. Agree to release, hold harmless and forever discharge The May Department Stores Company and its divisions (hereafter called "May") its current and former shareholders, principals, officers, directors, attorneys, agents, employees, subsidiaries, affiliates, successors and assigns from any claims, demands or suits, through the effective date of this Agreement, arising out of or relating to any alleged discriminatory actions committed by May or any of its current or former employees, shareholders, principals, officers, directors or agents against Jacquelynn Denson, as well as any and all events and transactions which are the subject matter of Civil Action No. 3-98CV-0771 filed by the EEOC in the United States District Court for the Northern District of Texas, Dallas Division and the EEOC Charges of Discrimination Nos. 310-97-1695 and 310-96-2965. This release agreement shall specifically apply to claims arising out of Ms. Denson's employment with May, including the circumstances relating to her non-selection as Chanel Counter Manager, harassment and the circumstances under which her employment ended, and any other claims under Title VII of the Civil Rights Act of 1964, and the Civil Rights Act of 1991. This release agreement applies to all claims alleged in EEOC Charge Nos. 310-97-1695 and 310-96-2965 and in the Complaint filed by the EEOC in the above referenced lawsuit; and

b. Assume full responsibility to all state and federal taxing authorities for any tax

consequences and tax liability to Ms. Denson, 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 Lord & Taylor for any such tax consequences.

c. Agrees not to reveal the amount or terms of this settlement to any person or entity and to keep same strictly confidential, except as required for financial reporting purposes or by law. Ms. Denson agrees not to communicate with the media regarding this settlement or the terms of this settlement. Upon request or inquiry by any other third party, Ms. Denson shall only disclose to such third party that all matters in controversy between EEOC, Ms. Denson and Lord & Taylor have been resolved.

I declare under penalty of perjury that the foregoing is true and correct. Executed on this \_\_\_\_\_ day of \_\_\_\_\_, 1999.

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JACQUELYNN DENSON