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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
SHERMAN DIVISION

FILED - CLERK
U.S. DISTRICT COURT

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BY *Joy McEwen*

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION, }

Plaintiff, }

DONNA EDINGTON, }
AS PARENT AND NEXT FRIEND }
OF JACQUELINE L. EDINGTON, }

Intervenor, }

v. }

SALDEB, INC. d/b/a PIZZA INN, }

Defendant. }

CIVIL ACTION NO. 4:99-CV274

CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and between the Plaintiff, Equal Employment Opportunity Commission ("EEOC"), Intervenor, Donna Edington, as Parent and Next Friend of Jacqueline L. Edington, and Jacqueline L. Edington, and Defendant, Saldeb, Inc. d/b/a Pizza Inn ("Defendant" or "Saldeb"), in the United States District Court for the Eastern District of Texas, Sherman Division, with regard to the EEOC's Complaint and Amended Complaint, filed on November 9, 1999 and January 12, 2000 respectively, in Civil Action No. 4:99-CV274. The Complaint was based upon a Charge of Discrimination filed by Jacqueline L. Edington, Charging Party, against the Defendant employer.

The above referenced Complaint alleges that the Defendant Saldeb, Inc. d/b/a Pizza Inn

violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991, by maintaining a sexually hostile environment in violation of §703(a) of Title VII. The EEOC also alleged that Defendant failed to institute a policy prohibiting sexual harassment in the workplace and its failure to create procedures for reporting, investigating, and resolving complaints of sexual harassment resulted in the perpetuation of a sexually hostile environment. The Defendant employer denies all of EEOC's allegations against the company.

The EEOC, Intervenor, Donna Edington, as Parent and Next Friend of Jacqueline L. Edington, and Jacqueline L. Edington, and Defendant Saldeb, Inc. d/b/a Pizza Inn agree to compromise and settle the differences embodied in the Complaint and Amended Complaint, and intend that the terms and conditions of the compromise and settlement include this Consent Decree ("Consent Decree").

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. 310-99-1631. This Decree further resolves all issues in the Complaint and Amended Complaint filed by the EEOC as well as the Complaint and Amended Complaint in Intervention in this civil action. The EEOC waives further claims and/or litigation on all issues raised in the above referenced charge and Complaint and Amended Complaint. The EEOC does not waive processing or litigating charges other than the above referenced charge.

2. The parties agree that this Consent Decree does not constitute an admission by the Defendant of any violation of Title VII of the Civil Rights Act of 1964 or Title I of the Civil Rights

Act of 1991.

3. Defendant Saldeb, Inc. d/b/a Pizza Inn reaffirms its intention that it shall conduct all employment practices in a manner which does not subject any employee to gender discrimination, including hostile environment or *quid pro quo* sexual harassment, under Title VII of the Civil Rights Act and Title I of the Civil Rights Act of 1991. Defendant Saldeb, Inc. d/b/a Pizza Inn also represents that it previously terminated the employment of the alleged harasser, and that the alleged harasser will not be eligible for rehire unless he takes a course on discrimination which specifically addresses sexual harassment and discrimination.

4. Defendant Saldeb, Inc. d/b/a Pizza Inn agrees to post its Sexual Harassment Policy appended hereto as Attachment "A" on the employee bulletin board at its restaurant within ten (10) days after the entry of this Consent Decree. Defendant will report to the EEOC that it has complied with this requirement within 14 days after posting the notice. The posting of this notice is to inform employees about sexual harassment. EEOC's agreement that Attachment "A" be posted is in no way an endorsement or approval of the specific sexual discrimination policy as an effective anti-discrimination policy.

5. Within six months after the Consent Decree is entered, Saldeb, Inc. d/b/a Pizza Inn agrees to conduct Sexual Discrimination Training for all employees of Saldeb, Inc. d/b/a Pizza Inn, including supervisors, managers and hourly workers, 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 sexual harassment and/or discrimination. The training will also advise employees, including supervisors and managers, of the consequences of violating Title VII. The training will also include a specific discussion or

instruction relating to the issue of sexual harassment. The training shall be at least approximately forty-five minutes in duration. No less than 30 days after the training is conducted, Defendant Saldeb, Inc. d/b/a Pizza Inn agrees to give written notice to the EEOC as to the date and location of the training, the name of the person providing the training and the substance of the training.

6. Defendant Saldeb, Inc. d/b/a Pizza Inn agrees to remove from all personnel files of Jacqueline Edington 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.

7. Defendant Saldeb, Inc. d/b/a Pizza Inn agrees to provide a neutral employment reference for Jacqueline Edington limited to the dates of her employment, the last position held and the last salary earned.

8. Defendant Saldeb, Inc. d/b/a Pizza Inn reaffirms its intention to conduct its employment practices in a manner which does not violate the Title VII of the Civil Rights Act of 1964.

9. Defendant Saldeb, Inc. d/b/a Pizza Inn agrees to pay Donna Edington, as Parent and Next Friend of Jacqueline Edington, Jacqueline L. Edington, and Drew Schilling, Attorney, the amount of \$60,000.00 to resolve all claims for compensatory damages for all state and federal claims of any sort, attorney's fees and costs of this action, all as more additionally described in a separate release entered into between Defendant Saldeb, Inc. d/b/a Pizza Inn and Intervenor, Donna Edington, as Parent and Next Friend of Jacqueline Edington, and Jacqueline L. Edington.

10. The payment referenced in paragraph 9, above, shall be made 10 days after the date of entry of this Consent Decree by check made payable as agreed by Intervenor and the Defendant. The payment shall be sent by certified mail, return receipt requested, or by other method(s) agreed

upon by the parties, to Intervenor attorney Drew Schilling.

11. Defendant Saldeb, Inc. d/b/a Pizza Inn agrees to report to the EEOC within 90 days of entry of this Consent Decree regarding its compliance with the agreements set forth in paragraphs 4 through 10, above.

12. All reports to the EEOC required by this Decree shall be sent to Evelyn R. Maiben, Senior Trial Attorney, EEOC, 3rd Floor, 207 S. Houston, Dallas, Texas 75202.

13. If Defendant Saldeb, Inc. d/b/a Pizza Inn fails to tender payment or otherwise fails to timely comply with the terms of paragraphs 7-9, above, Defendant 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.

14. Neither the EEOC, Intervenor, Donna Edington, as Parent and Next Friend of Jacqueline L. Edington, Jacqueline L. Edington, nor Defendant Saldeb, Inc. d/b/a Pizza Inn 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 Saldeb, Inc. d/b/a Pizza Inn fails to perform the promises and representations contained herein. The EEOC shall determine whether Defendant Saldeb, Inc. d/b/a Pizza Inn 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. The EEOC also reserves the right to seek contempt sanctions for non-payment and non-compliance with this Court Order.

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

16. The term of this Decree shall be for one (1) year.

SO ORDERED, ADJUDGED AND DECREED this 2nd day of January, 2001.


U.S. DISTRICT COURT JUDGE

AGREED AS TO FORM AND SUBSTANCE:

Signed this 22 day of December, 2000.

FOR THE PLAINTIFF,
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

John Coxtas for

ROBERT A. CANINO
Regional Attorney
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SUZANNE M. ANDERSON
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FOR DEFENDANT, SALDEB, INC.
d/b/a PIZZA INN

James C. Tidwell

James C. Tidwell by Chad Wolfe
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FOR INTERVENORS, DONNA EDINGTON
AS PARENT AND NEXT FRIEND OF
JACQUELINE EDINGTON, and
JACQUELINE EDINGTON,
INDIVIDUALLY

Drew Schilling by Timothy J. O'Hare
State Bar No. 00795385

Drew Schilling
State Bar No. 00797931
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Sexual harassment of employees or co-workers is a violation of federal law and Company rules. Sexual harassment consists of any unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature when (1) submission to such conduct is explicitly or implicitly a requirement of the individual's employment; or (2) used as a basis for any employment decision concerning the individual; or (3) has the purpose or effect of unreasonably interfering with the individual's work performance; or (4) creates an intimidating or hostile or offensive work 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 the following:

- * Hugging, grabbing or any type of unnecessary touching of another person.
- * Pretending to engage in a sexual act or by using products or other objects to simulate a sexual act.
- * Foul or obscene language of a sexual nature.
- * Requests for sexual favors whether in exchange for benefits or otherwise.

Each supervisor has a responsibility to maintain a workplace free of sexual harassment. This duty includes discussing this policy with all employees and assuring them that they are not to endure insulting, degrading, or exploitive sexual treatment and reporting incidents involving sexual harassment.

Specifically, no person, whether management, employees or others, shall threaten or insinuate, either explicitly or implicitly, that an employee's refusal to submit to sexual advances will adversely affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. Retaliation against individuals who raise concerns of sexual harassment is strictly prohibited. Those who do retaliate will receive discipline up to and including termination.

ATTACHMENT "A"