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U.S. DISTRICT COURT
EASTERN DISTRICT OF LA

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LORETTA G. WHYTE
CLERK

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	*	
Plaintiff,	*	CIVIL ACTION NO.: 01-0419
v.	*	SECTION: N
PRODUCTION MANAGEMENT INDUSTRIES, L.L.C. and PRODUCTION MANAGEMENT INDUSTRIES, INC.,	*	JUDGE ENGELHARDT MAGISTRATE JUDGE AFRICK
Defendants.	*	

CONSENT DECREE

On February 16, 2001, the Equal Employment Opportunity Commission ("the Commission") instituted Civil Action Number 01-419 in the United States District Court for the Eastern District of Louisiana, charging Defendant, Production Management Industries, Inc. ("PMI") with violations of Sections 703(a)(1) and (2) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e(a)(1) and (2) *et seq.* ("Title VII"), alleging that PMI engaged in unlawful employment practices when it created an atmosphere in the workplace which was sexually hostile toward Kris

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McGrew ("McGrew") to deprive her of equal employment opportunities and otherwise adversely affect her status as an employee because of her sex. McGrew has intervened in this action on her own behalf. Beevers & Beevers, LLP ("Beevers") has intervened in this action to assert a claim for attorney's fees in connection with its representation of McGrew.

All such parties to this lawsuit now wish to resolve all claims and controversies encompassed by this lawsuit without the burden, expense or delay of further litigation, subject, however to the approval of this Court.

Therefore, it is **ORDERED, ADJUDGED AND DECREED** that:

1. This Court has jurisdiction over the subject matter of this lawsuit and over the parties to this lawsuit.

2. The purposes of Title VII will be furthered by the entry of this Decree, the terms of which constitute a fair and equitable settlement.

3. The negotiation, execution and entry of this Decree will resolve any and all claims of Title VII violations brought by the Commission against PMI arising out of EEOC Charge No. 270-99-1721, and Civil Action No. 01-419, as well as all claims asserted by McGrew in her complaint in intervention and otherwise, and by Beevers.

4. Neither the negotiation, execution, nor entry of this Decree shall constitute an acknowledgment or admission of any kind by PMI that its officers, agents or employees have violated or have not been in compliance with Title VII or any other applicable law, regulation or order.

5. This Decree relates only to the alleged violations raised in EEOC Charge No. 270-99-1721, and Civil Action No. 01-419 filed by the Commission in the United States

District Court for the Eastern District of Louisiana, to allegations raised by McGrew in her complaint in intervention, and to allegations raised by Beevers in its complaint in intervention.

6. PMI, its owners, officers, agents, employees and successors or assigns shall not maintain or permit discrimination in the workplace based upon sex against any person in their employ, as complained of in EEOC Charge No. 270-99-1721 and Civil Action No. 01-419.

7. Within ten days of the signing of this agreement, PMI shall pay to McGrew the sum of THIRTY SEVEN THOUSAND FIVE HUNDRED DOLLARS AND 00/100 ($37,500.00), as damages in full settlement of all claims. From such amount, McGrew shall pay Beevers any and all amounts due for past fees and costs, in settlement of his complaint in intervention.

8. PMI shall post conspicuously at its facilities, within ten (10) days of the entry of this Decree, a notice of the same form and substance as Attachment "A" for a period of one (1) year. Thereafter, copies of the poster entitled, "Equal Employment Opportunity is the Law" (GPO 920-752) will be permanently posted in place of the notices.

9. PMI shall provide to the Commission, within thirty (30) days of the entry of this Decree, a copy of its current policy against sex discrimination and sexual harassment in the workplace and certify to the EEOC that a copy of this policy has been distributed to each of its employees, supervisors, and managers.

10. PMI shall provide training on sex discrimination and sexual harassment to all of its supervisors and managers within one year of January 1, 2002. PMI shall certify to the EEOC that all supervisors and managers have received such sex discrimination and sexual harassment training and where.

11. PMI shall comply with the prohibition against retaliation provisions under Section 704(a) of Title VII of the Civil Rights Act of 1964, as amended, and all other provisions of this Act. PMI specifically shall not retaliate against any present or former employee who was a party to or a witness in this proceeding, including, but not limited to, providing adverse job references to prospective employers, employment agencies or credit reporting agencies or by taking any adverse employment action with respect to such individual affecting his or her pay, rights, or status as an employee.

12. PMI shall remove within fifteen (15) days of the entry of this Decree from its records and files, any notation, remarks, or other indications evidencing that the services performed by McGrew, while employed by PMI, were other than or anything less than satisfactory. PMI shall maintain the separate nature of its personnel files of McGrew from its filing containing information on the circumstances giving rise to EEOC Charge No. 270-99-1721, and Civil Action No. 01-419. PMI agrees that by maintaining the separate nature of these files no employee or representative of PMI will refer to file contents relating in any way to EEOC Charge No. 270-99-1721, and Civil Action No. 01-419.

13. In the event that PMI fails to perform its obligations herein, EEOC is empowered to enforce this Consent Decree through the applicable judicial enforcement procedures and to seek such sanctions as the Court may find appropriate.

14. This Consent Decree will remain in force for two (2) years from the date of entry of the Decree.

15. Should any provisions of this Decree be declared or be determined by any court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Decree.

16. The Decree sets forth the entire agreement between the Commission, McGrew, Beevers and PMI, and fully supersedes any and all prior agreements or understandings between or among such parties pertaining to the subject matter herein.

17. The Commission, McGrew, Beevers and PMI will each bear their own attorney's fees and costs incurred in connection with the litigation of this case.

18. This Court shall retain jurisdiction of this action for purposes of enforcing this Decree, if necessary.

IT IS SO ORDERED.

New Orleans, Louisiana, this 10th day of May, 2002.

UNITED STATES DISTRICT COURT JUDGE

BY CONSENT:

ATTORNEYS FOR PLAINTIFF,

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

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Associate General Counsel
No Bar Roll Number Assigned

KEITH T. HILL
No Bar Roll Number Assigned

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