

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	CIVIL ACTION NO. 05-0955
Plaintiff,)	
)	
v.)	
)	McVERRY, J.
TOM LANGE COMPANY, INC.)	
)	
Defendant.)	

CONSENT DECREE

INTRODUCTION

A. This action was instituted by the United States Equal Employment Opportunity Commission ("the EEOC" or "the Commission") on July 13, 2005, against Tom Lange Company, Inc. ("Defendant") to enforce provisions of Title VII of the Civil Rights of 1964, as amended, 42 U.S.C. § 2000e *et seq.* ("Title VII"). The EEOC alleged that Defendant subjected Valerie Dowds to harassment based on her sex and discharged her on or about May 18, 2004 in retaliation for having exercised her rights under Title VII when she complained about ongoing sexual harassment.

B. This Consent Decree is entered into by the EEOC and Defendant. This Consent Decree shall be final and binding between the EEOC and Defendant, its directors, officers, successors or assigns (hereinafter collectively referred to as "Defendant").

C. The EEOC and Defendant do hereby agree to the entry of this Consent Decree, which shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil

Action No. 05-0955, and the case shall be dismissed with prejudice. This Consent Decree shall not constitute an adjudication of or finding on the merits of the case and shall not be construed as an admission by Defendant of any violation of Title VII.

DECREE

Upon consent of the parties to this action, it is hereby ORDERED, ADJUDGED, and DECREED that:

NON-DISCRIMINATION AND NON-RETALIATION

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. Defendant is enjoined from engaging in any employment practice which constitutes unlawful discrimination under Title VII. Specifically, Defendant is enjoined from creating, fostering or tolerating a hostile work environment based on sex.
3. Defendant is enjoined from engaging in any employment practices which retaliate in any manner against any person, including but not limited to Valerie Dowds, because of that person's opposition to any practice alleged or believed to be unlawful under Title VII, or because of the filing of a charge, the giving of testimony or assistance, or the participation in any manner in any investigation, hearing or proceeding under Title VII.
4. Defendant shall not divulge, directly or indirectly, to any employer or potential employer of Valerie Dowds, any of the facts or circumstances related to the charge of discrimination against Defendant, or any of the events relating to Ms. Dowds' participation in the litigation of this matter.
5. Defendant shall comply fully with all provisions of Title VII. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of Defendant

under Title VII or the EEOC's authority to process or litigate any charge of discrimination which may be filed against it in the future.

MONETARY RELIEF

6. Defendant agrees to pay total monetary relief in the amount of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00), in full settlement of the claims against Defendant raised in the EEOC's Complaint. The check for Twenty-five Thousand Dollars (\$25,000.00), less all lawful deductions, in back wages and a check in the amount of Seventy-five Thousand Dollars (\$75,000.00) in compensatory damages shall be paid to Valerie Dowds, in full settlement of the claims against Defendant which were raised in the EEOC's complaint. As required by law, Defendant will issue to Ms. Dowds an IRS Form W-2 for the wage loss and an IRS Form 1099 reflecting the compensatory damage payment to Ms. Dowds. In addition, Defendant will issue a check in the amount of Fifty Thousand Dollars (\$50,000.00), made payable to Mansmann & Moore, as attorneys' fees and will issue an IRS Form 1099 to Mansmann & Moore and to Ms. Dowds. In order to receive the monetary relief, Ms. Dowds must execute a Settlement Agreement and Release that is mutually agreeable to herself and Defendant. Within fifteen (15) business days of receipt of the Release, Defendant will mail the aforementioned checks for monetary relief to Ms. Dowds, 7097 Bennington Wood Drive, Pittsburgh, PA 15237, and to Mansmann & Moore, 220 Grant Street, Pittsburgh, PA 15219. Defendant will mail a photocopy of the checks to the EEOC, to the attention of M. Jean Clickner, Senior Trial Attorney, EEOC, 1001 Liberty Avenue, Suite 300, Pittsburgh, Pennsylvania 15222, within five days of the date of mailing of the checks.

POSTING OF NOTICE

7. Within ten (10) business days after entry of this Decree, Defendant shall post a same-sized copies of the Notice attached as Exhibit 1 to this Decree on the bulletin board usually used at its Pittsburgh location for communicating with employees. The Notice shall remain posted for three (3) years from the date of entry of this Decree. Counsel for Defendant shall provide a copy of the Notice, and an indication of the date and location of its posting, to the EEOC's Pittsburgh Area Office, attention: M. Jean Clickner, Senior Trial Attorney, within ten (10) days of the posting. Defendant shall permit a representative of the EEOC to enter its premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice. Defendant shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Should the posted copies become defaced, removed, marred, or otherwise illegible, Defendant agrees to immediately post a readable copy in the same manner as heretofore specified.

RECORD KEEPING

8. For a period of three (3) years following entry of this Decree, Defendant shall maintain and make available for inspection and copying by the EEOC records of each complaint of any incident of sexual harassment occurring at its Pittsburgh location. Each such report shall indicate the date the complaint of sexual harassment was made, who made it, what was alleged, and what actions the Defendant took to resolve the matter. The Defendant shall also make records of all actions it takes to prevent sexual harassment at its Pittsburgh facility for the duration of this Decree.

9. Defendant shall make all documents or records referred to in Paragraph 8, above, available for inspection and copying within ten (10) business days after the EEOC so requests. In

addition, Defendant shall make available for interview all persons within its employ who the EEOC reasonably requests for purposes of verifying compliance with this Decree and shall permit a representative of the EEOC to enter Defendants premises for such purposes on five (5) business days advance notice by the EEOC.

10. Nothing contained in this Decree shall be construed to limit any obligation Defendant may otherwise have to maintain records under Title VII or any other law or regulation.

TRAINING

11. Defendant shall provide training on the requirements of Title VII on the following terms:

(a) For a period of two years, Defendant agrees to provide annual training sessions to all of its employees (including all of its Managers or Supervisors) at its Pittsburgh facility, and to an employee and/or supervisor performing the Human Resources functions, by a trainer, person, or vendor, qualified to provide training on an employee's rights and the employer's obligations under Title VII. This training will emphasize what constitutes unlawful harassment in the workplace, how to keep the company free of any such form of discrimination, and what constitutes unlawful retaliation.

(b) In the event an employee is hired after the date of the required training session to be held in 2005 and 2006, Defendant agrees to show a videotape of the required training as part of the new employee orientation. Records of the new employee orientation will be maintained and will be made available to EEOC for inspection and copying at the EEOC's request. A registry of attendance at all training sessions shall be retained by Defendant for the duration of the Consent Decree.

(c) Defendant shall first provide training in accordance with Paragraph 11(a) by no later

than ninety (90) calendar days of the entry of this Consent Decree. Defendant shall then also provide such training on at least one occasion in calendar year 2006.

12. Defendant shall notify the EEOC of its proposed trainer prior to each year's training sessions. Defendant shall submit the name, address, telephone number and resume of the proposed trainer, together with the date(s) of the proposed training sessions to the EEOC within thirty (30) calendar days prior to the first day of the proposed date(s) of training. The EEOC shall have ten (10) calendar days from the date of receipt of the information described above to accept or reject the proposed trainer(s) and approval of the proposed trainer will not be unreasonably denied. In the event, however, that the EEOC does not approve Defendant's designated trainer(s), Defendant shall have ten (10) calendar days to identify an alternate trainer. The EEOC shall have ten (10) calendar days from the date of receipt of the information described above to accept or reject the alternate trainer. In the event the EEOC does not approve Defendant's alternate trainer, the EEOC shall designate the trainer to be retained and paid for by Defendant.

13. Defendant agrees to provide the EEOC with a copy of any and all pamphlets, brochures, outlines or other written materials provided to the participants of the training sessions.

14. Defendant shall certify to the EEOC in writing with five (5) business days after the training sessions required by Paragraphs 11 and 12 above have occurred that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the dates, location and duration of the training session; (ii) a copy of the registry of attendance, which shall include the name and position of each person in attendance; and (iii) a listing of all current employees, in the Pittsburgh office, including temporary employees, as of the date of the training.

DISPUTE RESOLUTION

15. In the event that either party to this Decree believes that the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance within ten (10) days of the alleged non-compliance and shall afford the alleged non-complying party ten (10) business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within ten (10) business days, the complaining party may apply to the Court for appropriate relief.

MISCELLANEOUS PROVISIONS

16. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.

17. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of Defendant in their capacities as representatives, agents, directors and officers of Tom Lange Company, Inc., and not in their individual capacities. This paragraph shall not be construed as placing any limit on remedies available to the Court in the event that any individual is found to be in contempt for a violation of this Decree.

18. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 05-0955.

19. This Consent Decree shall be filed in the United States District Court for the Western District of Pennsylvania and shall continue to be in effect for a period of three (3) years. Any application by any party to modify or vacate this Consent Decree during such period shall be made

by motion to the Court on no less than thirty (30) days notice to the other party.

20. The Court retains jurisdiction over this case in order to enforce the terms of the Consent Decree.

21. The Clerk of the District Court is hereby directed to send a file-stamped copy of this Consent Decree to counsel of record.

M. Smith, Dec. Treas.
TOM LANGE COMPANY, INC.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

ERIC S. DREIBAND
GENERAL COUNSEL

JAMES L. LEE
DEPUTY GENERAL COUNSEL

GWENDOLYN YOUNG REAMS
ASSOCIATE GENERAL COUNSEL

Jacqueline H. McNair
JACQUELINE H. MCNAIR
REGIONAL ATTORNEY

Judith O'Boyle
JUDITH O'BOYLE
SUPERVISORY TRIAL ATTORNEY

M. Jean Clickner
M. JEAN CLICKNER
SENIOR TRIAL ATTORNEY
Pa. I.D. No. 42738
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
1001 Liberty Avenue, Suite 300
Pittsburgh, PA 15222

IT IS SO ORDERED:

BY THE COURT:

_____ DATE: _____
TERRENCE McVERRY
UNITED STATES DISTRICT JUDGE

EXHIBIT 1

NOTICE TO ALL TOM LANGE COMPANY, INC. EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal court in *EEOC v. Tom Lange Company, Inc.*, Civil Action Number 05-0955 (W.D. PA.), resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Tom Lange Company Inc.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*, as amended, ("Title VII"), prohibits discrimination against employees and applicants for employment based upon race, color, sex, religion, or national origin. Title VII further prohibits retaliation against employees or applicants who avail themselves of the rights under Title VII by engaging in protected activities, such as filing a charge of discrimination and/or testifying or participating in a Commission investigation. The EEOC is the federal agency which investigates charges of unlawful employment discrimination. The EEOC has the authority to bring lawsuits in federal court to enforce Title VII.

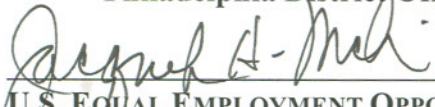
In its lawsuit, the EEOC alleged that Tom Lange Company, Inc. subjected an employee to harassment based on his sex and discharged her in retaliation in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Tom Lange Company, Inc. denies all of the allegations.

To resolve the case, Tom Lange Company, Inc. and the EEOC have entered in to a Consent Decree which provided, among other things, that: (1) Tom Lange Company, Inc. paid monetary relief; (2) Tom Lange Company, Inc. will not discriminate on the basis of sex; (3) Tom Lange Company, Inc. will not retaliate against any person because he or she opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree; and (4) Tom Lange Company, Inc. will train all employees regarding sexual harassment and it's policy prohibiting sexual harassment.

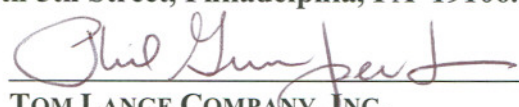
If you believe you have been discriminated against, you may contact the EEOC at (800) 669-4000. The EEOC charges no fees and has employees who speak languages other than English.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for three years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to the: Regional Attorney, EEOC Philadelphia District Office, 21 South 5th Street, Philadelphia, PA 19106.



U.S. EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION



TOM LANGE COMPANY, INC.

DATED: _____

DATED: 9/13/05