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Clerk, U. S. Dist. Court
Dist. of N. C.

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
CHARLOTTE DIVISION**

FILED
DEAN R. STUBBS, JR.

FEB 11 PM 1:35

U.S. DISTRICT COURT
W. DIST. OF N.C.

**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,**

Plaintiff,

v.

QUALITY SPRINKLER, INC.,

Defendant.

CIVIL ACTION NO. 3:01CV553-V

CONSENT DECREE

The Equal Employment Opportunity Commission (the "Commission") instituted this action pursuant to Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e-5(f)(1) and (3) ("Title VII"), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

The Commission and Defendant Quality Sprinkler, Inc. ("Defendant") (collectively "the Parties") stipulate to jurisdiction of the Court over them and agree that the subject matter of this action is properly before the Court.

The parties have advised the Court that they desire to resolve this action, without admitted liability, to avoid the burden, expense, and delay of contested litigation.

It is therefore the finding of this Court, made on the pleadings and the record as a whole, that: (1) the Court has jurisdiction over the Parties and the subject matter of this action; (2) the purpose and provisions of Title VII will be promoted and effectuated by the entry of the Consent Decree; and (3) this Consent Decree resolves all matters in controversy between the Parties as provided in paragraphs 1 through 12 below.

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It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. Defendant shall not discriminate against any employee on the basis of race or any other protected category within the meaning of Title VII of the Civil Rights Act of 1964.

2. Defendant shall not discriminate or retaliate against any person because of opposition to any practice made unlawful under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967 or the Equal Pay Act of 1963, or because of the filing of a charge, the giving of testimony or assistance, or the participation in any investigation, proceeding or hearing under any of the foregoing statutes.

3. Defendant shall pay Corey D. Hedrick the sum of forty thousand three hundred fifty dollars (\$40,350.00), in settlement of the claims raised on his behalf in this action. Defendant shall make payment by issuing a check payable to Corey D. Hedrick. Payment shall be made within fifteen (15) days after entry of this Consent Decree by the Court, and Defendant shall mail the check to Mr. Hedrick at the address provided by the Commission. Within ten (10) days after the check has been sent, Defendant shall mail to Mindy E. Weinstein, Regional Attorney, Equal Employment Opportunity Commission, 129 W. Trade Street, Suite 400, Charlotte N.C., 28202, a copy of the check and proof of its delivery to Corey D. Hedrick.

4. Defendant shall maintain an anti-harassment policy and distribute said policy to all employees, including any employees hired after the initial distribution during the term of this Consent Decree. Defendant shall be considered in compliance with this paragraph by distributing copies of the anti-harassment sections of the current version of its Employee Handbook, along with a copy of the attached Exhibit A, to all current employees. New employees shall be shown the operative language in the Employee Handbook during their orientation.

5. Defendant shall initiate a training program involving all of its managers and supervisors. This training program shall include an explanation of the requirements of Title VII of the Civil Rights Act of 1964, and its prohibition against race discrimination in the workplace. The training program shall also cover Defendant's anti-harassment policy and an explanation of the rights and responsibilities of employees and managers under the policy. The training program shall be completed within ninety (90) days after entry of this Consent Decree by the Court. Within ten (10) days after completion of the training program, Defendant shall certify to the Commission the specific training that was undertaken and shall provide the Commission with a roster of all employees in attendance.

6. During the term of this Consent Decree, Defendant shall conspicuously post the attached Employee Notice ("the Notice"), marked Exhibit A, hereby made a part of this Consent Decree, in a place where it is visible to all employees. Defendant shall also distribute a copy of the Notice to each employee. New employees shall receive a copy of the Notice in their initial employment package.

7. Defendant agrees to provide the Commission with semi-annual reports during the term of this Consent Decree. The reports shall include the following information: (a) the identities of all individuals who have complained of racial harassment at any of Defendant's North Carolina facilities including by way of identification each person's name, race, position and social security number; (b) a detailed statement of the individual's complaint; (c) the identity of the alleged discriminator; and (d) what action was taken in response to the individual's complaint. Defendant shall submit the reports to the Commission four (4) months after the date of entry of this Consent Decree and every six (6) months thereafter during the term of this Decree.

8. Defendant agrees that the Commission may monitor compliance with this Consent Decree. As a part of such agreement, the Commission may, upon reasonable notice to Defendant, inspect the premises of Defendant's North Carolina facilities and job sites, interview employees and examine and copy documents.

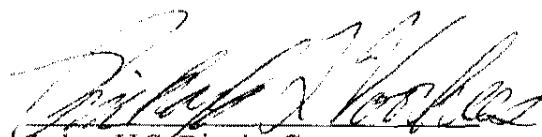
9. If at anytime during the term of this Consent Decree, the Commission believes that Defendant is in violation of the Decree, the Commission shall give notice of the alleged violation to Defendant. Defendant shall have twenty (20) days in which to investigate and respond to the allegations. Thereafter, the Parties shall then have a period of ten (10) days or such additional period as may be agreed upon by them, in which to engage in negotiation and conciliation regarding such allegations before the Commission exercises any remedy provided by law.

10. The term of this Consent Decree shall be for three (3) years from its entry by the Court.

11. The Parties shall each bear their own costs and attorney's fees.

12. This Court shall retain jurisdiction of this action for purposes of monitoring compliance with this Consent Decree and entry of such further orders as may be necessary or appropriate.

2-10-03
Date



Judge, U.S. District Court
Western District of North Carolina

The parties jointly request that the Court approve and enter this Consent Decree:

This the 3rd day of ~~January~~ ^{February} 2003.

This the 28 day of January 2003.


EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION


QUALITY SPRINKLER, INC.

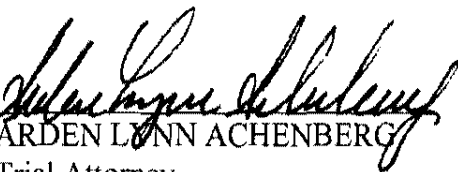
GWENDOLYN YOUNG REAMS
Associate General Counsel

JAMES, MCELROY & DIEHL, P.A.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
1801 L Street, N.W.
Washington, D.C. 20507

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Notice to Employees

Federal law prohibits discrimination against any employee or applicant for employment because of the individual's sex, race, color, religion, national origin, disability or age (40 and over) with respect to hiring, promotion, discipline, firing, compensation, or other terms, conditions or privileges of employment. Federal law also prohibits retaliation against any employee or applicant for employment because the individual has opposed discriminatory employment practices.

Quality Sprinkler, Inc. ("Quality Sprinkler") supports and will comply with such federal law in all respects and will not discriminate against any employee because of their race. Additionally, Quality Sprinkler will not take any action against employees because of their race, color, sex, religion, national origin, disability or age, or because they have exercised their rights under the law.

Quality Sprinkler has adopted an equal employment opportunity policy and will ensure that all management, supervisors, and other employees abide by the requirements of that policy.

If you believe that you have been discriminated against, you should report the discriminatory conduct promptly to Quality Sprinkler.

Date

for Quality Sprinkler, Inc.

United States District Court
for the
Western District of North Carolina
February 11, 2003

* * MAILING CERTIFICATE OF CLERK * *

Re: 3:01-cv-00553

True and correct copies of the attached were mailed by the clerk to the following:

Gwendolyn Young Reams, Esq.
Equal Employment Opportunity Commission
1801 L Street, N.W.
7th Floor
Washington, DC 20507

Mindy E. Weinstein, Esq.
Equal Employment Opportunity Commission
129 W. Trade St.
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Charlotte, NC 28202-2799

Arden Lynn Achenberg, Esq.
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Kirk J. Angel, Esq.
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129 West Trade St.
Suite 400
Charlotte, NC 28202-2799

Richard B. Fennell, Esq.
James, McElroy & Diehl
600 S. College St.
Charlotte, NC 28202

cc:
Judge ()
Magistrate Judge ()
U.S. Marshal ()
Probation ()
U.S. Attorney ()
Atty. for Deft. ()
Defendant ()
Warden ()
Bureau of Prisons ()
Court Reporter ()
Courtroom Deputy ()
Orig-Security ()
Bankruptcy Clerk's Ofc. ()
Other _____ ()

Date: 9-11-89

Frank G. Johns, Clerk

By: K. L. [Signature]
Deputy Clerk