

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF TENNESSEE
NASHVILLE DIVISION

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|--|---|------------------------|
| EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, |) | |
| |) | |
| Plaintiff, |) | |
| |) | CIVIL ACTION NO. |
| SEAN STANLEY, |) | 3:05-1027 |
| |) | |
| Plaintiff Intervenor |) | |
| v. |) | Judge Trauger/ |
| |) | Magistrate Judge Brown |
| PAPA JOHN'S USA, INC., |) | |
| Defendant. |) | JURY DEMAND |
| |) | |

CONSENT DECREE

INTRODUCTION

This action was instituted by the Equal Employment Opportunity Commission (hereinafter the "Commission") on December 5, 2005, against Defendant, Papa John's USA, Inc., pursuant to Section 107(a) of the Americans With Disabilities Act of 1990 ("ADA"), 42 U.S.C. §12117(a), which incorporates by reference Sections 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964 ("Title VII"), 42 U.S.C. §§2000e-5(f)(1) and (3), and pursuant to Section 102 of the Civil Rights Act of 1991, 42 U.S.C. §1981(a). The Complaint alleged that Defendant failed to hire Sean Stanley for an in-store part-time position because of his impairment, use of a wheelchair. Mr. Stanley intervened in this action on December 14, 2005.

This Consent Decree does not constitute an admission by the Defendant of the allegations of the Complaint. The Defendant maintains that the actions of its officials

were proper and lawful in all regards. However, all parties to this action desire to avoid the additional expense and delay in this litigation of this case.

This Consent Decree constitutes the complete and exclusive agreement between the Commission, Mr. Stanley, and Papa John's USA, Inc. No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing. No representations or inducements to compromise this action have been made, other than those recited or referenced in this Decree. In the event this proposed Consent Decree is not approved or does not become final, it shall not be admissible in evidence in any subsequent proceeding in this action.

The Court has reviewed the terms of the proposed Consent Decree in light of the applicable laws and regulations, the statements and representations of counsel for all parties, and hereby approves the Consent Decree.

It is hereby ORDERED, ADJUDGED AND DECREED:

I. JURISDICTION

The United States District Court for the Middle District of Tennessee, Nashville Division, has jurisdiction over the parties and subject matter of this litigation.

II. SCOPE AND DURATION OF DECREE

A. This Consent Decree resolves all issues and claims arising out of the Commission's and Intervenor's Complaints in this cause, alleging unlawful employment policies and practices maintained by the Defendant and arising out of Charge No. 253-2005-00279 filed by the Charging Party, Sean Stanley, with the Commission.

Notwithstanding any provisions contained in this Decree, this agreement shall not be considered in any manner to be dispositive of any charge now pending before any office of the Commission other than Charge No. 253-2005-00279.

B. The provisions of this Consent Decree shall continue to be effective and binding upon the parties to this action for one year.

III. INJUNCTION PROVISIONS

A. The Defendant, its officers, agents, employees, and all persons acting in concert with the Defendant shall not discriminate against a qualified individual with a disability because of the disability of such individual in regard to hiring and other terms, conditions, and privileges of employment.

B. The Defendant, its officers, agents, employees, and all persons acting in concert with the Defendant shall not engage in any employment practice which has the purpose or effect of discriminating against any individual on the basis of a disability under the Americans With Disabilities Act of 1990.

IV. NON-RETALIATION PROVISION

The Defendant, its officers, agents, employees, and all persons acting in concert with the Defendant shall not discriminate against any individual because such individual has opposed any act or practice made unlawful by the Americans With Disabilities Act of 1990 or because such individual made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under the Americans With Disabilities Act.

V. TRAINING

Defendant shall provide training in the workplace for its management staff involved in the hiring process, including the Director of Operations and General Manager at its store #85, located at 2745 Lebanon Road, Nashville, Tennessee regarding the Americans With Disabilities Act of 1990.

- (a) The training session will include at least two (2) hours of instruction.
- (b) The training will include the following topics: what constitutes employment discrimination in violation of Americans With Disabilities Act of 1990; how to prevent, identify and remedy disability discrimination; what constitutes reasonable accommodation under the Americans With Disabilities Act of 1990, what constitutes retaliation in violation of ADA; Defendant's policy against disability discrimination and retaliation; and implementation of Defendant's policy against employment discrimination, including procedures and responsibilities for reporting, investigating and remedying conduct an employee believes may constitute employment discrimination under the Americans With Disabilities Act of 1990.
- (c) The training will be conducted within 120 days after entry of the Decree by the Clerk of the Court.
- (d) Defendant will notify Faye Williams, Regional Attorney, within ten days after the training has been completed.

VI. NOTICE POSTING

The Defendant shall continue to conspicuously post at its store #85, 2745 Lebanon

Road, Nashville, Tennessee, the notice (posters) required to be posted pursuant to the Americans With Disabilities Act of 1990. Furthermore, the Defendant shall conspicuously post the notice at Appendix A of this Decree at its Nashville, Tennessee facilities for six months commencing within ten (10) days after entry of this Decree by the Court.

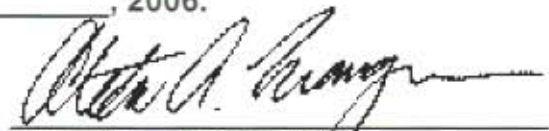
VII. INDIVIDUAL RELIEF

The Defendant shall pay Sean Stanley \$36,000.00 in full and final settlement of this lawsuit.

VIII. COSTS

Each of the parties shall bear its own costs, including attorneys' fees.

IT IS SO ORDERED THIS ____ DAY OF _____, 2006.



ALETA A. TRAUGER
UNITED STATES DISTRICT JUDGE