

UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
NORTHERN DIVISION

FILED  
U.S. DISTRICT COURT  
DISTRICT OF MARYLAND  
2002 AUG -8 A 10: 54

CLERK OF COURT  
AT BALTIMORE

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

Plaintiff,

and

JOY SMITH, JAMIE BROWN SMITH,  
PATRICIA DETER, DEBRA STEEL  
and CRYSTAL TALLMAN,

Plaintiff-Interveners,

v.

CONSOLIDATED STORES, INC. d/b/a  
BIG LOTS,

and

BIG LOTS STORES, INC.

Defendants.

Civil Action No. WMN-01-2380

DEPUTY

CONSENT DECREE

This action was instituted on August 10, 2001 by Plaintiff the Equal Employment Opportunity Commission ("Commission" or "EEOC"), against Defendant Consolidated Stores, d/b/a Big Lots, and was amended on March 15, 2002 to include Big Lots Store, Inc. (hereinafter referred to collectively as "Defendant" or "Big Lots"), pursuant to Title VII of the Civil Rights Act of 1964 (Title VII) and Title I of the Civil Rights Act of 1991. EEOC's Amended Complaint alleged that Defendant discriminated against Joy Smith, Jamie Brown Smith, Patricia Deter and

30-19

other similarly situated women by subjecting them to sexual harassment and a sexually hostile work environment and retaliating against them for opposing Defendant's unlawful practices. Individual plaintiffs Joy Smith, Jamie Brown Smith, Patricia Deter, Debra Steele, and Crystal Tallman ("Intervenors") intervened in this action on November 8, 2001. Intervenors' Complaint alleges that Defendant violated Title VII by subjecting Intervenors to sexual harassment and retaliation for opposing the sexual harassment. The Defendant filed an answer denying that it engaged in any unlawful employment practices.

The Commission, the Intervenors and the Defendant desire to resolve this action and all issues raised by the Complaint without the time and expense of further contested litigation. The parties also desire to formulate a plan to be embodied in a Decree that will promote and effectuate the purposes of Title VII.

For the purposes of resolving this action, the Defendant admits that the Court has jurisdiction over this action, and that all statutory and jurisdictional prerequisites to suit have been satisfied.

The Court has examined this Decree and finds that it is reasonable and just and in accordance with the Federal Rules of Civil Procedure and Title VII. Therefore, upon due consideration of the record herein and being fully advised of the premises, it is ORDERED, ADJUDGED AND DECREED:

1. This Decree constitutes full discharge and satisfaction of all claims which have been alleged in the Amended Complaint filed in this Title VII action by the EEOC and the Intervenors based on the charges of discrimination filed by Joy Smith, Charge Number 120-98-1126, Jamie Brown Smith, Charge Number 120-98-1124 and Patricia Deter, Charge Number 120-98-1125,

against the Defendant, and the Commission's Determinations on these charges.

### **INJUNCTIVE RELIEF**

2. Defendants, their officers, managers and supervisors shall be, and hereby are, enjoined and restrained in the state of Maryland from engaging in any employment practice that discriminates against any person because of sex by subjecting them to sexual harassment and a sexually hostile environment, and shall take the action set forth in this Consent Decree to maintain a workplace free from sexual harassment.

3. Defendants, their officers, managers and supervisors shall be, and hereby are, enjoined and restrained in the state of Maryland from retaliating against any employee because of opposition to any action unlawful under Title VII or because of filing a charge, giving testimony or assistance or participating in any investigation or proceeding under Title VII, including any persons who participated in this action.

### **POSTING OF NOTICE**

4. a. Upon entry of this Decree, Defendant will post promptly in conspicuous places in its Cumberland, Maryland store, at places where notices to employees are customarily posted, the EEOC poster, "Equal Employment Opportunity Is The Law" (Form EEOC-P/E-1), and the Notice attached hereto as Exhibit "A" and made a part hereof, which shall be signed by a responsible official of Defendant with the date of actual posting shown thereon. Should the Notice or Poster become defaced, marred or otherwise unreadable, Big Lots will ensure that new readable copies are posted in the same manner heretofore specified.

b. The Notice and Poster shall be posted and maintained throughout the period of this Decree. Exhibit "A" shall also be distributed to each employee at Defendant's Big Lots store in

Cumberland, Maryland. Within thirty (30) days of approval of this Decree, Defendant shall forward to the Commission's attorney of record, at the EEOC's Baltimore District Office, a copy of the signed Notice attached hereto as Exhibit "A", written certification that the Poster and Notice referenced herein have been posted and the Notice distributed, and a statement of the location and date(s) of posting and distribution.

### **SEXUAL HARASSMENT POLICY**

5. Within thirty (30) days of this Decree, Defendant shall distribute to all its managers and employees its written policy on sexual harassment and related complaint procedures containing a written statement by Defendant reaffirming its commitment to its policy against harassment. Within fourteen (14) days of the redistribution of this policy, Defendant shall forward to the Commission's attorney of record, at the Baltimore District Office, written certification that the policy on sexual harassment has been distributed to all its managers and employees.

### **TRAINING**

6. Within thirty (30) days of the entry of this Decree, Defendant will conduct training to the entire workforce of its Cumberland, Maryland store concerning sexual harassment and other laws enforced by the Commission. The trainer's credentials and an outline of program materials shall be forwarded to the EEOC's attorney of record prior to such training being conducted. A representative of the EEOC will be invited to attend all training sessions. A record shall be kept identifying all those attending the training. The training shall include an explanation of Title VII and its prohibitions against sexual harassment, the responsibilities of managerial personnel who are informed of incidents of sexual harassment, recognition of sexual harassment, and the

prohibition against retaliation against employees who allege an incident of sex discrimination, sexual harassment or intimidation. The training shall also address the methods for reporting an incident of sexual harassment. The training shall explain to all employees that, in addition to reporting an incident to management, they have a right to file a charge of discrimination with the Commission and shall also explain when such charges can be filed and the applicable time frame for doing so. In addition, the training shall inform all employees that an investigation will be conducted by Defendant in response to a complaint and that if the investigation finds that an employee has engaged in conduct that violates Defendant's anti-harassment policy: (i) any and all breaches of the policy will be considered serious, (ii) appropriate discipline will be imposed even for a first offense, ranging from a verbal warning up to and including discharge, and (iii) penalties imposed will depend on the nature of the offense. Defendant also agrees to provide each management employee hired at its Cumberland, Maryland store during the term of this Decree with an orientation to their equal employment opportunity policies. As part of that training, each new manager hired to work at the Cumberland, Maryland location during the term of this Decree will be instructed on Defendant's responsibilities under its equal employment opportunity policies. A record shall be kept identifying all those attending the training.

7. Defendant also agrees to provide in the regular course of their employment to each newly-hired employee, including managerial employees, orientation to its sexual harassment and equal employment opportunity policies.

8. After entry of the Decree, Defendant shall forward to the Commission's attorney of record at the Baltimore District Office a list of all employees who have attended and completed training within ten (10) days of completion of such training. For the duration of this Consent

Decree, Big Lots shall keep a record of all employees who have received the training described herein.

### **INDIVIDUAL RELIEF**

9. Within ten (10) days of the execution of this Decree, Defendant shall pay damages in the total amount of three hundred thousand dollars (\$300,000) in full settlement of this case as follows:

A. Defendant will pay to Joy Smith compensatory damages in the amount of seventy five thousand dollars (\$75,000) with any and all applicable taxes to be paid by Joy Smith;

B. Defendant will pay to Jamie Brown Smith compensatory damages in the amount of sixty two thousand, six hundred and eighty one dollars and eighty five cents (\$62,681.85), with any and all applicable taxes to be paid by Jamie Brown Smith;

C. Defendant will pay to Patricia Deter compensatory damages in the amount of fifty four thousand and forty six dollars and five cents (\$54,046.05), with any and all applicable taxes to be paid by Patricia Deter;

D. Defendant will pay to Debra Steele compensatory damages in the amount of fifty four thousand and forty six dollars and five cents (\$54,046.05), with any and all applicable taxes to be paid by Debra Steele; and

E. Defendant will pay to Crystal Feters (Tallman) compensatory damages in the amount of fifty four thousand and forty six dollars and five cents (\$54,046.05), with any and all applicable taxes to be paid by Crystal Feters (Tallman);

F. Within five (5) days of these payments Defendant shall forward a copy the checks

along with written certification that such payments have been made, to the Commission's attorney of record, at the Baltimore District Office.

10. Defendant shall remove any records or documents relating to Joy Smith's, Jamie Brown Smith's and Patricia Deter's filing of charges of discrimination with the Commission, or the Commission's lawsuit against Defendant, from the personnel files of Joy Smith, Jamie Brown Smith, Patricia Deter, Debra Steele and Crystal Tallman.

#### **SCOPE AND DURATION OF DECREE**

11. Except where otherwise provided, this Decree shall remain in effect for a period of two (2) years from the entry of the Decree.

12. The Court retains jurisdiction of this action to ensure compliance with this Decree. In all other respects, this action is dismissed with prejudice and the Clerk of the Court is directed to remove this action from the Court's calendar.

13. There shall be no contempt finding under this Decree without an evidentiary hearing by the Court consistent with the law and procedures for civil contempt.

#### **MISCELLANEOUS**

14. The Commission reserves the right to monitor compliance with the provisions of this Decree by conducting on-site reviews and/or requesting additional documentation.

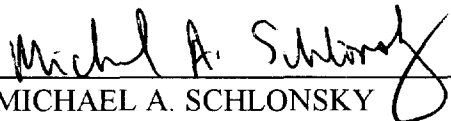
15. The Commission and Defendants shall bear their own costs, expenses and attorneys' fees incurred in connection with this action.

BY CONSENT:

FOR DEFENDANT:

CONSOLIDATED STORES, INC, d/b/a  
BIG LOTS and BIG LOTS STORES, INC.:

I HEREBY CERTIFY THAT I AM  
AUTHORIZED TO BIND THE ABOVE  
ENTITIES TO THE TERMS OF THIS  
CONSENT DECREE BY MY SIGNATURE  
AND BY MY SIGNATURE DO SO.


  
MICHAEL A. SCHLONSKY  
Vice President  
Big Lots Stores, Inc.  
300 Phillips Road  
Columbus, Ohio 43228


FOR PLAINTIFF:

U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION:

GWENDOLYN YOUNG REAMS  
Associate General Counsel

  
GERALD S. KIEL  
Regional Attorney

  
TRACY HUDSON SPICER  
Supervisory Trial Attorney

  
CECILE QUINLAN  
Senior Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
10 S. Howard Street  
3<sup>rd</sup> Floor  
Baltimore, Maryland 21201  
(410) 962-4313



FOR THE PLAINTIFF INTERVENERS:



KATHLEEN CAHILL  
Offices of Kathleen Cahill, LLC  
15 East Chesapeake Avenue  
Towson, Maryland 21286

SO ORDERED this 7<sup>th</sup> <sup>August</sup> day of ~~July~~, 2002.



THE HONORABLE WILLIAM M. NICKERSON  
United States District Judge

**EXHIBIT "A"**

**NOTICE TO EMPLOYEES  
POSTED PURSUANT TO A CONSENT DECREE BETWEEN  
THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, AN AGENCY  
OF THE UNITED STATES GOVERNMENT, AND BIG LOTS STORES, INC.**

Under Section 703(a) of Title VII of the Civil Rights Act of 1964, it is unlawful for any employer to discriminate against any individual with respect to his ...terms, conditions, or privileges of employment because of such individual's sex.

**SEXUAL HARASSMENT:** Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment, (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Prevention is the best tool for the elimination of sexual harassment. An employer should take all steps necessary to prevent sexual harassment from occurring, such as affirmatively raising the subject, expressing strong disapproval, developing appropriate sanctions, informing employees of their right to raise and how to raise the issue of harassment under Title VII, and developing methods to sensitize all concerned.

**RETALIATION:** Under Section 704(a) of Title VII, it shall be an unlawful employment practice for an employer to discriminate against any of his employees because he has opposed any practice made an unlawful employment practice by this sub-chapter, or because he has made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing under this sub-chapter.

**WE WILL NOT** engage in any acts or practices made unlawful by the above statutory sections.

**WE WILL NOT** engage in any harassment of employees based on sex.

**WE WILL NOT** retaliate against employees for complaining about harassment based on sex.

**BIG LOTS STORES, INC.**  
(Employer)

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Date posting expires: \_\_\_\_\_