

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

EQUAL EMPLOYMENT OPPORTUNITY §
COMMISSION, §

Plaintiff, §

v. §

BROWN GROUP RETAIL, INC. d/b/a §
FAMOUS FOOTWEAR, §

Defendant. §

CIVIL ACTION NO. H-06-3074

JURY TRIAL DEMANDED

CONSENT DECREE

Plaintiff, the United States Equal Employment Opportunity Commission ("Commission") and Defendant Brown Group Retail, Inc, d/b/a Famous Footwear ("Defendant" or "Famous Footwear") agree to entry of this Consent Decree.

I. Background and History of Proceedings

A. Charging Party Princess Uzor ("Charging Party") filed a charge of discrimination with the Commission (Charge No. 460-2006-00705) alleging Defendant violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e *et seq.* ("Title VII").

B. On September 29, 2006, after investigating the Charge and finding discrimination, the Commission commenced this action alleging that Defendant unlawfully refused to hire Charging Party because of her race in violation of Section 703 (a) of Title VII.

C. Defendant denied the allegations in the complaint.

D. The parties wish to avoid the risks, uncertainties and expenses of continued

litigation. Accordingly, the parties have agreed to settle this lawsuit. Neither Defendant's consent to the entry of this Decree nor any of the terms set forth in it shall constitute or be construed as an admission of any Title VII violation. Both parties agree that this Consent Decree is being entered into for the purpose of compromising disputed claims without the necessity for protracted litigation.

E. The Commission and Defendant stipulate to the jurisdiction of the Court and the satisfaction of all administrative prerequisites. The parties further waive hearing and entry of findings of fact and conclusions of law on all issues.

IT IS ORDERED that:

1. This Consent Decree is entered in full and complete settlement of any and all claims arising out of or asserted in Civil Action No. H-06-3074 and the above referenced Charge on behalf of Princess Uzor. This Consent Decree remains in effect until the last day of the month twenty-four months from the date of entry of the Consent Decree by the Court. ("Consent Period")
2. During the Consent Period, Defendant and all of its employees and affiliated companies are enjoined from engaging in any employment practices which discriminate against any individual with respect to hiring, compensation, terms, conditions or privileges of employment because of such individual's race and are enjoined from retaliating against any individual who has opposed any practice made an unlawful employment practice under the Title VII or who has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under Title VII.
3. Within six months of the beginning of the Consent Period, on an annual

basis, Defendant will provide a web-based anti-discrimination and anti-harassment training program, *EEO Discrimination Laws and Discrimination Prevention*, which addresses the illegality of employment discrimination in recruitment, hiring, compensation, terms and conditions or privileges of employment to all of its management and hiring officials who work in the Houston metropolitan area (Harris and Montgomery Counties.) Defendant shall submit to the EEOC a curriculum outline indicating the information to be addressed during the training. Electronic confirmation of the completion of the training shall be obtained by Defendant from all individuals participating in the training and retained among the employment records of Defendant. Defendant shall provide electronic verification of each individuals' completion of the training to the EEOC within one month of the training.


4. Defendant agrees that within ten (10) days after entry of this Decree, it will conspicuously post the attached notice (Exhibit "A") in an area accessible to all employees at each of its store locations in Harris and Montgomery Counties for the duration of the Consent Period.
5. Defendant agrees to pay the total sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$8,500.00) in full and final settlement of the Commission's lawsuit to provide monetary relief to Princess Uzor. Said sum shall be paid to Ms. Uzor within fourteen (14) days from the date of entry of the Decree. Defendant shall mail or deliver the settlement sum to Ms. Uzor at the address provided by the Commission to Defendant. A copy of the check disbursed to Ms. Uzor shall be mailed to the Commission's undersigned counsel of record on the same day the check is mailed or delivered to the Charging Party.

6. As a condition of payment of the monies described in paragraph 5, Princess Uzor will execute a full, final, complete and general release of all claims relating to Defendant's failure to hire her or provide her an employment application.
7. The sums payable to the Charging Party may be subject to federal income tax. Defendant agrees to issue Internal Revenue Service ("IRS") Form 1099 or an equivalent form to Charging Party for all sums paid pursuant to this Consent Decree. The Charging Party will be responsible for paying any federal, state or local taxes, including federal income tax that may be due on the aforementioned monetary award. Defendant and the Commission agree that the sums paid pursuant to this Decree are for personal damages and emotional distress. Defendant makes no representation as to the tax status of the funds being paid herein.
8. Each party to this action shall bear their own costs and attorney's fees.
9. This Consent Decree shall be binding on Defendant and all of Defendant's successors-in-interest, and Defendant will notify all such successors-in-interest of the existence and terms of this Consent Decree.
10. During the Consent Period, the Court shall retain jurisdiction to assure compliance with this Decree and to permit entry of such further orders or modifications as may be appropriate. The Commission is specifically authorized to seek Court-ordered enforcement of this Decree in the event of a breach of any of the provisions herein.
11. The Commission agrees that, in the event the Commission believes Defendant is in violation of any provision of this Consent Decree, the Commission shall notify Defendant, through their undersigned counsel, of such violation and afford Defendant the opportunity to remedy as may be appropriate any such alleged

violation within thirty (30) days of such notice, before instituting any legal action to enforce such provision(s).

12. Nothing in this Consent Decree shall be construed to preclude the Commission from filing a separate action under Title VII or any other statute which the Commission enforces in the future for any alleged violations by Defendant not resolved by this Decree.
13. Each signatory certifies that he/she is authorized to execute this document on behalf of the party whom he/she represents.

Signed this 30th day of July, 2007 at Houston,
Texas.

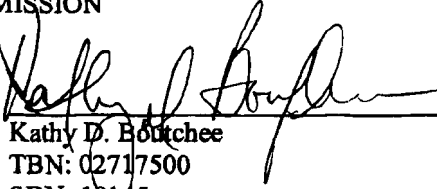


Vanessa D. Gilmore
United States District Judge

AGREED AND CONSENTED TO:

ATTORNEY FOR PLAINTIFF
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

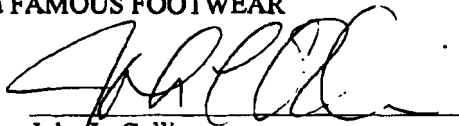
By:



Kathy D. Bouchée
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ATTORNEY FOR DEFENDANT
BROWN GROUP RETAIL, INC.
d/b/a FAMOUS FOOTWEAR

By:



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Houston District Office**

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**NOTICE TO THE EMPLOYEES OF
BROWN GROUP RETAIL, INC.**

THIS NOTICE IS POSTED PURSUANT TO A CONSENT DECREE ENTERED IN RESOLUTION OF A LAWSUIT BROUGHT BY THE EEOC HOUSTON DISTRICT OFFICE AGAINST BROWN GROUP RETAIL, INC., D/B/A FAMOUS FOOTWEAR REGARDING RACE DISCRIMINATION PURSUANT TO TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED.

1. Federal law requires that there be no discrimination against any employee or applicant for employment because of such person's sex, race, color, religion, national origin, age or disability with respect to compensation, hiring or other terms, conditions or privileges of employment.
2. BROWN GROUP RETAIL supports and will comply with such Federal law in all respects and will not take any action against employee or applicant because they have exercised their rights under the law by filing charges with the Equal Employment Opportunity Commission (EEOC), providing information to the EEOC, and/or receiving compensation for the settlement of any race discrimination claim.
3. BROWN GROUP RETAIL prohibits race discrimination and will not engage in any practice which alters the terms and conditions of employment or potential employment on the basis of race.
4. Race discrimination is expressly prohibited and constitutes an unlawful discriminatory employment practice. Such discriminatory employment practices will not be tolerated at BROWN GROUP RETAIL.
5. Any employee or applicant who feels they have been the target of such discrimination is advised to report this action promptly to _____
(Name, address, telephone number and email address)

SIGNED this _____ day of _____, 2007.

Title:
BROWN GROUP RETAIL., Inc.

This OFFICIAL NOTICE shall remain posted for two full years from date of signing.

"EXHIBIT A"