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WESTERN DISTRICT OF LOUISIANA

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF LOUISIANA  
MONROE DIVISION

EQUAL EMPLOYMENT )  
OPPORTUNITY COMMISSION, )

Plaintiff, )

and )

RHONDA WOODARD, )

Plaintiff-Intervenor, )

v. )

CENTRAL AMERICAN LIFE INS. CO., )

Defendant )

CIVIL ACTION NO. 06 CV1351

JUDGE JAMES

MAG. JUDGE HORNSBY

CONSENT DECREE

On August 9, 2006, the Equal Employment Opportunity Commission ("the Commission" or the "EEOC") filed a complaint instituting Civil Action Number 03:06cv:1351 in the United States District Court for the Western District of Louisiana, Monroe Division, which complaint was amended on September 21, 2006, to correct the Defendant's name to Central American Life Insurance Company ("CALICO", "Defendant", or "Employer".) The EEOC alleged violations of Section 703(a) of Title VII of the Civil Rights Act of 1964 as amended, 42 U.S.C. § 2000e-2(a) ("Title VII"), and alleged that the Defendant engaged in unlawful employment practices because of sexual harassment and a gender-based hostile work environment perpetrated against Charging Party Rhonda J. Woodard ("Woodard" or "the Intervenor") and that the Defendant subsequently terminated Woodard on or about November 9, 2004, in retaliation for complaining

about the harassment. On December 15, 2006, Woodard filed a Complaint in Intervention incorporating all allegations of the Commission's Complaint.

CALICO denies the allegations of Plaintiff Equal Employment Opportunity Commission and Intervenor Rhonda Woodard. Specifically, CALICO alleges Mrs. Woodard was not subjected to a hostile and offensive work environment and was terminated for non-retaliatory reasons.

The Commission, the Defendant and the Intervenor now wish to resolve all claims and controversies encompassed by this lawsuit to avoid the burden, expense or delay of further litigation, subject, however, to the approval of this Court.

**THEREFORE, IT IS HEREBY AGREED AMONG THE COMMISSION, THE DEFENDANT AND THE INTERVENOR, AND ORDERED, ADJUDGED, AND DECREED THAT:**

**JURISDICTION AND PROCEDURAL MATTERS**

1. The parties agree this Court has jurisdiction over the subject matter of this lawsuit and over the parties to this lawsuit.
2. The parties agree the purposes of Title VII will be furthered by the entry of this Decree, the terms of which constitute a fair and equitable resolution.
3. The parties agree the negotiation, execution and entry of this Decree will resolve any and all claims of the Title VII violations alleged by the Commission and Intervenor Rhonda J. Woodard against the Defendant arising out of Commission Charge Number 270-2005-00587 and this lawsuit, Civil Action Number 03:06cv1351.

4. CALICO has at all times denied any liability unto the EEOC or Mrs. Woodard and contends its employment practices at all times complied with all applicable laws. Payment to Mrs. Woodard by CALICO is made to avoid the expenses related to the defense of this lawsuit, and shall not be perceived as an admission of liability.

5. The parties agree that this Decree may not be used in any other proceeding to attempt to show a pattern of conduct attributable to CALICO.

**INDIVIDUAL RELIEF**

6. Within thirty (30) days after the entry of this Decree the Defendant shall pay the sum of THIRTY FIVE THOUSAND DOLLARS (\$35,000.00) to Rhonda J. Woodard for claims that were raised in Commission Charge Number 270-2005-00587 and this lawsuit. The Defendant shall provide contemporaneously to the EEOC's Trial Attorney Michelle T. Butler (hereafter "the EEOC's Designated Attorney") a copy of the payment to Rhonda J. Woodard.

**INJUNCTIVE RELIEF**

**A. PERMANENT INJUNCTION**

7. The Defendant shall continue to ensure that its employment practices adhere to the requirements of Title VII.

**B. TITLE VII COMPLIANCE**

8. The Defendant agrees to continue its employment practices aimed at complying with all requirements of Title VII. Additionally, in furtherance of its Title VII compliance obligations, the Defendant acknowledges it will continue its commitment to train its employees in accordance with paragraph 11 of this Decree. Further, Defendant agrees that it will not rehire Ron Franklin.

**C. REPORTING**

9. For the duration of this Decree the Defendant agrees to submit through Beth Bostwick and/or Defendant's attorney semiannual written reports to the EEOC's Designated Attorney. The initial report must be submitted within six (6) months after the entry of this Consent Decree or not later than May 1, 2008. Subsequent semiannual reports must be submitted on the following dates: November 1, 2008; May 1, 2009; and November 1, 2009. These reports shall certify the Defendant's compliance with this Decree and further provide the following for each semiannual reporting period: (i) the identity by name, gender, social security number, last known address and last known telephone number of any employees who reported or complained about sexual harassment or gender-based hostile work environment within the prior six-month period, (ii) a description of the employee's complaint, (iii) a statement as to whether and how the Defendant responded to such report(s) or complaint(s), and (iv) a statement as to whether and how the report(s) were resolved.

10. During the term of this agreement, in the event any reports or complaints are made, the EEOC shall have access, upon advance notice of at least ten (10) days to the Defendant, to any written reports or complaints of sexual harassment and/or gender-based hostile work environment and to any investigative documents that are in the control or possession of Defendant and/or its owners, officers, managers, agents, employees, successors, and/or assigns, which the Commission deems necessary to examine in the process of evaluating the employee reports or complaints to determine whether a violation of Title VII's prohibition against sexual harassment and gender-based hostile work environment has occurred. Further, the Defendant will maintain such reports and/or complaints for the term of this agreement. At the

Commission's option, these reports shall be mailed, faxed or sent to the Commission electronically at the Defendant's expense.

**D. TITLE VII TRAINING**

11. The Defendant agrees to conduct, for the duration of this decree, an annual three-hour training program about Title VII and the Defendant's anti-harassment and complaint-reporting policy(ies) for its C.E.O. and all its supervisors, managers and employees. The initial training program shall be conducted within four (4) months after the entry of this Decree. Each training program and trainer shall be reported to the Commission's Designated Attorney in accordance with the reporting requirements of this Decree. CALICO will notify its personnel of the program, which will be attended by CALICO personnel.

12. Each annual training program shall include the topics of unlawful sexual harassment, gender-based hostile work environment and retaliation against employees in violation of Title VII, and an explanation of the Defendant's anti-harassment and complaint-reporting policies. Anyone who does not attend the Title VII and policy training program, as mandated by this Decree, shall be required to attend a make-up training program or view a videotape of the entire original training program within one month of the missed program. The Defendant's initial and semiannual reports to the EEOC's Designated Attorney shall provide the identity(ties) of the Title VII and company policy trainer(s); all date(s) such training occurred; the names and positions of everyone who attended the training and make-up training or videotape programs; the signatures of all these same individuals acknowledging their presence at such training programs; and a list of the topics covered during all such programs, or in lieu of a topics list, a copy of the program outlines, materials or videotapes that were utilized during the

training.

**E. POSTING**

13. The Defendant agrees to continue to post conspicuously the Commission's poster entitled: "Equal Employment Opportunity Is The Law" in prominent and accessible places in all of its facilities or buildings where its employees work and where said poster can be readily observed by the Defendant's employees and applicants for employment.

**F. TITLE VII POLICY DISSEMINATION AND POSTING**

14. The Defendant agrees to revise its Non-Harassment policy and post it in a conspicuous place as well as provide a copy to each current employee. Further, it shall continue its policy of providing a copy to each new employee at the time of hire. Defendant also agrees that it shall send to the Commission a copy of its posted policy(ies) prohibiting harassment in violation of Title VII, which policy(ies) shall provide: (i) contact names, addresses and telephone numbers for complaining and reporting suspected work-place harassment to one designated official or employee of Defendant who shall be the ultimate point of contact for receiving and handling alleged harassment complaints beyond the employee's direct supervisor or other individual who may be the employee's first point of contact; (ii) a statement notifying employees that they are not obligated to report suspected harassment to any supervisor in their chain-of-command who is an alleged harasser or related by blood or marriage to an alleged harasser; (iii) a requirement that harassment complaints will be investigated promptly and confidentially and that responsive action and disciplinary measures will be taken to prevent and correct harassment; and (iv) a requirement that all of the Defendant's managers and supervisors shall promptly forward all complaints or reports about suspected work-place harassment to the

designated company official or employee who will serve as the primary point of contact for handling such complaints or reports and who will ensure that Defendant promptly responds to such complaints by investigation and disciplinary or other corrective action. Such posted policy(ies) shall also clearly indicate to all employees that they should contact the designated company official or employee who is identified above for confidentially reporting suspected work-place harassment to someone other than their supervisor or a relative to their supervisor in the event their supervisor or his/her relative is the suspected harasser.

The Defendant further agrees to provide all its employees with convenient access to its anti-harassment and complaint-reporting policy(ies) that comply with this Decree, including the contact names, addresses and telephone numbers for confidentially complaining and reporting suspected work-place harassment, by posting same in conspicuous work-place locations in all its facilities or buildings where its employees work. Additionally, the Defendant shall disseminate all its anti-harassment and complaint-reporting policy(ies) to all of its employees (including managers, supervisors, trainees, probationary and temporary employees, and all salaried and hourly-paid employees), obtain their written, dated acknowledgments of their receipt and understanding of such policy(ies), and maintain all written, dated acknowledgments of such policies in its employees' personnel files. For the duration of this Decree, the Defendant shall certify in its initial and all semiannual reports to the EEOC's Designated Attorney that it has posted and disseminated such policy(ies) in accordance with this paragraph.

**DURATION**

15. This Consent Decree shall remain in force for two (2) years after the date of entry of this Decree.

**VALIDITY, ENFORCEMENT AND MISCELLANEOUS PROVISIONS**

16. Should any provision of this Decree be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms and provisions shall not be affected thereby, and said illegal or invalid part, term or provision shall be deemed not to be a part of this Decree.

17. This Court shall retain jurisdiction over this action for the purpose of enforcing this Decree, if necessary; and any party is empowered to enforce this Decree through the applicable judicial enforcement procedures.

18. This Decree sets forth the entire agreement among the Commission, the Defendant and Intervenor, which resolves Commission Charge Number 270-2005-00587 and this lawsuit. This Decree fully supersedes any and all prior agreements or understandings among the parties pertaining to Commission Charge Number 270-2005-00587 and this lawsuit. This Decree cannot be altered by oral agreement among the parties, but only by written Court-ordered modification.

19. The Commission and Defendant, Central American Life Insurance Company (CALICO), will each bear their own attorney's fees and costs incurred in connection with this litigation. CALICO will reimburse Intervenor her court costs as incurred with the Clerk of Court, and each party is responsible for its own attorney's fees.

**IT IS SO ORDERED.**

Monroe, Louisiana, this 19th day of December 2007.

  
ROBERT G. JAMES  
UNITED STATES DISTRICT JUDGE