

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
and)
)
CHRISTINA PERKINS-DELOIS)
)
Plaintiff-Intervenor)
)
v.)
)
MER CORPORATION, d/b/a DANCER'S)
SHOW CLUB,)
)
Defendant.)
_____)

CIVIL ACTION NO.:
1:06-CV-1436-LJM-WTL

CONSENT DECREE

This action was instituted by the Equal Employment Opportunity Commission ("Commission") under the authority granted to it under Section 706(f)(1) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-5(f)(1). The Commission's action was brought to correct alleged unlawful employment practices on the basis of sex. Specifically, the Commission alleged in its Complaint that MER Corporation, d/b/a Dancer's Show Club ("MER Corporation") forced Christina Perkins-DeLois to take maternity leave.

The Commission, Plaintiff-Intervenor Christina Perkins-DeLois and Defendant MER Corporation, d/b/a Dancer's Show Club hereby stipulate to the jurisdiction of the Court over the parties and the subject matter of this action.

The parties have advised the Court that they desire to resolve the remaining allegations in the Complaint without the burden, expense, and delay of further 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 this Consent Decree; and (3) this Consent Decree resolves all the matters in controversy between the parties as provided in paragraphs 1 through 13 below.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. MER Corporation agrees that:

a. it will not discriminate against employees because they are pregnant;

b. it will not engage in any act, policy or practice that has the purpose or effect of discriminating against employees or applicants for employment on the basis of sex; and

c. it will not discriminate or retaliate in any way against any person because of opposition to a practice made unlawful under Title VII or because of the filing of a charge, the giving of testimony, assistance or participation in any manner in an investigation, proceeding or hearing under Title VII.

2. To resolve this matter without the burden and expense of further litigation, MER Corporation agrees to pay \$36,500.00 to Christina Perkins-DeLois in settlement of this cause of action. Of this amount, \$6,000.00 shall be treated for tax purposes as back pay damages. The remaining amount of \$30,500.00 shall be treated for tax purposes as compensatory damages. MER Corporation agrees not to deduct from the compensatory damage settlement amount of \$30,500.00 the amount of the employer's share of any costs, taxes or social security required by law to be paid by MER Corporation. MER Corporation further agrees to issue a form 1099 for the amount of damages that have been deemed compensatory damages. All payments shall be made by check and made payable to Christina Perkins-DeLois and her personal counsel, Gary Welsh and sent to her personal counsel, Gary Welsh. Thirty days from the entry of this Consent

Decree by the Court, the Commission will forward a release to Christina Perkins-DeLois for her execution. A copy of the release is attached hereto as Appendix A. The Commission will notify counsel for MER Corporation on receipt of the release executed by Christina Perkins-DeLois. Then, within forty-five days from the entry of this Consent Decree by the Court, or within five days of the Commission's notification that it has received the release signed by Ms. Perkins-DeLois, whichever is later, MER Corporation shall mail the settlement check to Ms. Perkins-DeLois's personal counsel, Gary Welsh. In any event, MER Corporation agrees that it will not mail the check to Mr. Welsh prior to January 2, 2008. MER Corporation shall mail a copy of Ms. Perkins-DeLois's check and proof of its delivery to her personal counsel (a signed certified mail receipt) to the Commission in the care of Laurie A. Young, Regional Attorney, or her successor, Equal Employment Opportunity Commission, 101 W. Ohio Street, Suite 1900, Indianapolis, Indiana, 46204. The Commission shall forward Ms. Perkins-DeLois's executed release to MER Corporation's counsel upon receipt of proof of delivery of the settlement check to her personal counsel.

3. MER Corporation agrees to post the Notice of Non-Discrimination Policy attached as Appendix B to this Decree in a conspicuous place on its premises. Said notice shall remain posted throughout the term of this Decree.

4. MER Corporation agrees to eliminate from the record of Christina Perkins-DeLois all reference to her charge of discrimination and participation in this suit and shall make no reference to such charge or participation in the event that it is contacted for references. This provision survives the expiration of the Consent Decree.

5. MER Corporation agrees to notify all of its current and future employees who possess hiring and firing authority that discrimination because of pregnancy violates Title VII and that pregnancy is not a factor to be considered in any employment decision.

6. MER Corporation agrees that its managers and supervisors shall attend a training seminar regarding sex discrimination (including but not limited to pregnancy discrimination). Said individuals must attend a seminar within twelve (12) months from the date of entry of this Decree. Thirty (30) days prior to the date of the seminar, MER Corporation shall provide notice to the Commission regarding the date, time and place of the seminar, and shall send to the Commission a copy of the seminar program. The Commission may provide reasonable input on the content of the program.

7. MER Corporation agrees to submit reports to the Commission detailing its compliance with this decree.

a. Within sixty (60) days of the date of this Decree, MER Corporation will certify to the EEOC Regional Attorney Laurie A. Young, that it has informed its employees that pregnancy is not a factor to be considered when making any employment decision;

b. In addition, four (4) annual reports shall be submitted during the term of this decree. The first report shall be due on June 30, 2008 and the subsequent reports shall be mailed to the Commission no later than June 30th of each year covered by the decree. The report shall include the following information for the twelve (12) month period preceding the report: the name, position, home address, home telephone number and reason for discharge of all employees who are discharged during their pregnancy.

Reports shall be sent to the attention of Laurie A. Young, Regional Attorney, or her successor, Equal Employment Opportunity Commission, 101 W. Ohio Street, Suite 1900, Indianapolis, Indiana, 46204.

8. MER Corporation agrees that the Commission may review compliance with this

Decree. As part of such review, the Commission may inspect the premises, interview employees, and examine and copy documents. The Commission agrees to notify counsel for MER Corporation in writing at least fourteen (14) days in advance of its intent to conduct an inspection.

9. In the event that the Commission alleges that a violation of this Decree has occurred, prior to exercising any remedy provided by law, the Commission will give notice in writing by certified mail, specifically identifying the alleged violation to MER Corporation, with a copy to its counsel. MER Corporation will have thirty (30) days in which to investigate and respond to the allegation. Thereafter, the parties will have a period of thirty (30) days, or such additional period as may be agreed upon by them, in which to negotiate and confer regarding such allegation, before the Commission exercises any remedy provided by law.

10. The Commission and MER Corporation shall each bear their own costs and attorney fees.

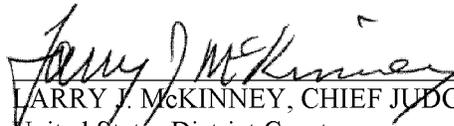
11. The Commission, Christina Perkins-DeLois and MER Corporation agree that the execution, approval or agreement to the issuance of this Consent Decree is not an admission of wrongdoing or guilt with regard to the allegations of the Commission or Christina Perkins-DeLois in the above captioned matter, all of which allegations are denied by MER Corporation. The execution, approval and agreement of MER Corporation to this Consent Decree is issued solely to avoid the delay and expense of further litigation.

12. The term of this Decree shall be for five (5) years following the date of the entry of this Decree.

13. RETENTION OF JURISDICTION BY COURT The Court will retain jurisdiction of this cause throughout the duration of this Decree for purposes of monitoring compliance with this Decree and entry of such further orders as may be necessary or appropriate.

11/20/2007

Date


LARRY J. MCKINNEY, CHIEF JUDGE
United States District Court
Southern District of Indiana

Copies to:

Jo Ann Farnsworth, Senior Trial Attorney
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
101 W. Ohio Street, Suite 1900
Indianapolis, IN 46204

Gary R. Welsh
GARY R. WELSH, P.C.
320 North Meridian Street
Suite 615
Indianapolis, IN 46204

Richard A. Rocap
Scott L. Timberman
ROCAP WITCHGER, LLP
6666 E. 75th Street
Suite 410
Indianapolis, IN 46250

APPENDIX B

EMPLOYEE NOTICE

NOTICE OF NON-DISCRIMINATION POLICY

Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's race, color, religion, sex, national origin, age (over 40) or disability.

Federal law also prohibits discrimination in the workplace against employees because of their pregnancy. More specifically, pregnancy is not a factor to be considered in any employment decision.

MER Corporation, d/b/a Dancer's Show Club supports and will comply with such Federal law in all respects and will not take any actions against employees because they have exercised their rights, reported an alleged violation under the law or have given testimony, assistance or participation in any investigation, proceeding or hearing conducted by the U. S. Equal Employment Opportunity Commission.

An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination in the workplace. An employee may contact the U. S. Equal Employment Opportunity Commission for the purpose of filing a charge of employment discrimination.

Questions concerning this notice may be addressed to:

**Equal Employment Opportunity Commission
101 W. Ohio St., Suite 1900
Indianapolis, Indiana 46204-4203
Telephone: (317) 226-7212
EEOC 800 # 1-800-669-4000
TDD (317) 226-4162**

APPENDIX A

RELEASE

In consideration of the payment to me by MER Corporation, d/b/a Dancer's Show Club of \$36,500.00 (less any applicable taxes or withholdings), and in consideration of the Consent Decree agreed to by me, the Equal Employment Opportunity Commission and MER Corporation in Civil Action No. 1:06-CV-1436-LJM-WTL, entered by the Court on the _____ day of _____, 2007, of which this Release is a part, I, Christina Perkins-DeLois, for myself and for my heirs, assigns, agents and representatives, hereby fully and forever release and discharge MER Corporation, d/b/a Dancer's Show Club, its successors and assigns, including its present and former shareholders, directors, officers, employees and agents, from any claim, loss, cost, expense or obligation based on the claim that MER Corporation, d/b/a Dancer's Show Club forced me to take maternity leave in violation of Title VII, as raised in Civil Action No. 1:06-CV-1436-LJM-WTL.

I agree that I will be solely and individually responsible for paying any and all taxes (including FICA or otherwise) which may be due and owing, if any, as a result of Defendant's payment of the sum set forth above. I acknowledge that I have not relied on any representations made by Defendant, its counsel, or the EEOC, or its counsel, including without limitation, any representation as to the tax treatment of the payments pursuant to this agreement.

I have read this Release and I execute it voluntarily, without coercion or threat of reprisal.

IN WITNESS WHEREOF, this Release is signed and executed by me on the _____ day of _____, 2007.

Christina Perkins-DeLois

County of)
)SS
State of)

Subscribed and sworn to before me this _____ day of _____, 2007.

Notary Public