

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

| | | |
|------------------------------|---|-----------------------|
| EQUAL EMPLOYMENT OPPORTUNITY |) | |
| COMMISSION, |) | |
| |) | |
| Plaintiff/Counter-Defendant, |) | |
|) |) | 2:06-cv-02478-JMP-tmp |
| VS. |) | |
| |) | CONSENT DECREE |
| STEIN WORLD, LLC, |) | |
| |) | |
| Defendant/Counter-Plaintiff, |) | |
| |) | |
| |) | |
| STEIN WORLD, LLC, |) | |
| |) | |
| Third-Party Plaintiff, |) | |
| |) | |
| VS. |) | |
| |) | |
| |) | |
| RICKY BEE, |) | |
| |) | |
| Third-Party Defendant. |) | |

CONSENT DECREE

This lawsuit was instituted by the Equal Employment Opportunity Commission (hereinafter the "Commission") against the Defendant Stein World, LLC (hereinafter the "Defendant"), pursuant to Sections 706 (f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e et seq. and the Civil Rights Act of 1991, 42 U.S.C. §1981a, to remedy unlawful practices alleged in the Complaint, filed in this action, on July 25, 2006. The Complaint alleged that Defendant, Stein World, LLC, breached the terms of a Settlement Agreement arising out of mediation before the Commission. The Complaint further

alleged that that as a result of the mediation, the parties entered into an agreement resolving the dispute whereby Defendant would pay Ricky Bee's medical expenses incurred during the thirty-day period after Mr. Bee left the company.

On August 16, 2006, Defendant filed an Answer, Counterclaim and Third-Party Complaint in this action.

On March 15, 2007, the Commission filed an Amended Complaint which added a claim that Defendant retaliated against Ricky Bee for opposing employment practices made unlawful by Title VII.

The Defendant denied that it engaged in the unlawful employment practices alleged by the Commission and maintained that the actions of its officials were proper and lawful in all regards. This Consent Decree does not constitute an admission by the Defendant of the allegations of the Complaint. However, as all parties to this action desire to avoid the additional expense and delay in the litigation of this case, the Commission, Ricky Bee and the Defendant have agreed to settle all claims involved in this lawsuit.

In the event this proposed Consent Decree is not approved or does not become final, then it shall not be admissible in evidence in any subsequent proceeding in this action.

This Consent Decree constitutes the complete agreement between the Commission, Ricky Bee and Stein World with respect to the matters referred to herein, including the allegations raised in the Complaint, Counterclaim and Third-Party Complaint. No waiver, modification or amendment of any provision of this Consent 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 Consent Decree.

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 Western District of Tennessee, Western Division, has jurisdiction over the parties and subject matter of this litigation.

II. SCOPE AND DURATION OF CONSENT DECREE

A. This Consent Decree resolves all issues and claims arising out of the Complaint of the Commission in this cause, alleging unlawful employment policies and practices maintained by Defendant and arising out of Charge No. 250-2005-02404 filed with the Commission by Ricky Bee. Notwithstanding any provisions contained in this Agreement, this Agreement shall not be considered in any manner to be dispositive of any other charges now pending before any office of the Commission, or any other lawsuits pending against Defendant or its parent or its parent's other subsidiaries, other than the above-mentioned charge and this lawsuit.

B. This Consent Decree also resolves all issues and claims raised by Defendant in its Counterclaim and Third-Party Complaint.

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

III. NON-RETALIATION PROVISION

Defendant will not breach the terms of settlement agreements arising out of mediation under the agency's Alternative Dispute Resolution. Defendant will not retaliate against Ricky Bee as a result of his participation in this litigation.

IV. TRAINING

A. Defendant shall provide employment-discrimination awareness training to all supervisory and management personnel at its facility in Memphis, Tennessee, according to the following terms:

(a) At all training sessions, Dawn Gatley, Director of Human Resources, will either participate in person or issue a statement affirming Defendant's commitment to a zero-tolerance policy concerning retaliation in the company's work place.

(b) The training sessions will include at least two (2) hours of instruction.

(c) The training sessions will include the following topics: what constitutes employment discrimination in violation of Title VII; how to prevent, identify and remedy employment discrimination; what constitutes retaliation in violation of Title VII; Defendant's policy against employment 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.

(d) Defendant shall obtain an outside human resources professional or counsel to conduct the training session.

(e) Within sixty (60) days after execution of this Consent Decree by the parties, Defendant shall submit to the Commission the name, address, and telephone number of the human resources professional or counsel together with the date of the proposed training sessions and a detailed outline of the proposed training. The Commission will have thirty (30) days after the date of receipt of such information to accept or reject the training proposal. The Commission will not unreasonably withhold its approval of the proposal. If the Commission does not approve the trainer designated by the Defendant and/or the contents of the training, the parties shall

attempt to resolve the matter and, if unsuccessful, submit the dispute to the Court.

(f) The training sessions will be conducted within one hundred twenty (120) days after the date of the entry of this Consent Decree by the Court.

V. NOTICE POSTING

The Defendant shall continue to conspicuously post the notice (posters) required to be posted pursuant to Title VII of the Civil Rights Act, as amended. Furthermore, the Defendant shall conspicuously post the notice at Appendix A of this Decree for one year commencing within ten (10) days after entry of this Decree by the Court.

VI. INDIVIDUAL RELIEF

A. The Defendant shall pay fifteen thousand dollars (\$15,000.00) in compensatory damages (which includes out-of-pocket expenses and nonpecuniary damages), as follows: Within ten days after entry of the Decree, Defendant shall make payable to Ricky Bee a cashier's check made payable to "Ricky Bee" in the amount of \$15,000.00.

B. The Defendant shall forward the above-mentioned cashier's check to Darin B. Tuggle, Trial Attorney, Equal Employment Opportunity Commission, Memphis District Office, 1407 Union Avenue, Suite 900, Memphis, TN 38104.

C. The Defendant shall provide Ricky Bee a neutral letter of reference which may be used by Mr. Bee in applying for positions with potential employers. Defendant agrees to provide the neutral reference to any potential employers of Ricky Bee, who request a job reference. Any such reference shall be identical to the form demonstrated in Appendix B. No mention of Ricky Bee's charges of discrimination or this action will be made as part of the reference.

D. Within 30 days after entry of the Decree, Defendant shall pay forty eight thousand four hundred twenty six dollars and forty one cents (\$48,426.41) to the Regional Medical Center

(MED) for medical services received by Mr. Bee. The Parties acknowledge and agree that said payment of \$48,426.41 will satisfy the full amount of any outstanding or future indebtedness as to any and all medical bills on behalf of Mr. Bee by Stein World. Bee waives any and all claims against Stein World for payment of medical claims. A copy of the cashier's check to the MED shall be mailed to Darin B. Tuggle, Trial Attorney, Equal Employment Opportunity Commission, Memphis District Office, 1407 Union Avenue, Suite 900, Memphis, TN 38104.

VII. COSTS

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

So ORDERED this 27th day of May, 2008.

UNITED

/s/ JON P. McCALLA

STATES DISTRICT JUDGE

FOR DEFENDANT:

s/ Jeff Weintraub (with permission DBT)

JEFF WEINTRAUB, Esquire

TN Bar No. 9686

ROBBIN HUTTON, Esquire

TN Bar No. 19440

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FOR THE COMMISSION:

RONALD S. COOPER

General Counsel

JAMES LEE

Deputy General Counsel

GWENDOLYN YOUNG REAMS

Associate General Counsel

s/ Faye A. Williams (with permission DBT)

FAYE A. WILLIAMS

Regional Attorney

Bar No. 011730

s/ Deidre Smith (with permission DBT)

DEIDRE SMITH

Supervisory Trial Attorney

TN Bar No. 018499

s/ Darin B. Tuggle

DARIN B. TUGGLE

Trial Attorney

NJ Bar No. 048621998

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**

1407 Union Avenue, Suite 900

Memphis, TN 38104

(901) 544-0137

FOR PLAINTIFF-INTERVENOR

s/

Webb A. Brewer (with permission DBT)

WEBB A. BREWER

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phis, TN 38103

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MEMPHIS

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(901)

APPENDIX A

NOTICE

1. This Notice to all employees of Stein World, LLC, is being posted as part of a mutual agreement between Stein World, LLC, and the Equal Employment Opportunity Commission in settlement of a complaint of employment discrimination.
2. Federal law requires an employer to maintain a workplace free from harassment based on sex, as well as race, color, religion, national origin, age (40 or older), or disability with respect to working environment or terms and conditions of employment.
3. Stein World, LLC, supports and will comply with Title VII in all respects and will not take any action against employees because they have opposed employment practices made illegal by Title VII or exercised their rights under the law by filing charges with the Equal Employment Opportunity Commission, or because they testified, assisted, or participated in any manner in any investigation, proceeding, or hearing under Title VII.

Date

Stein World, LLC

APPENDIX B

Dear _____,

This letter is in reference to your request for information regarding the employment of Ricky Bee at Stein World, LLC.

Mr. Bee worked at Stein World, LLC, from _____ through _____. Company policy does not permit us to give out any more information concerning Mr. Bee's employment.

I am sure Mr. Bee can provide you with the details concerning his tenure at Stein World, LLC. I hope this information is helpful and that it satisfactorily answers your inquiry.

Very truly yours,

STEIN WORLD, LLC