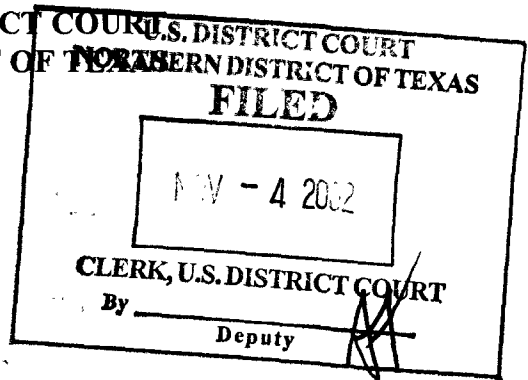


ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION



EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

and

ASHARRI BURCH, ANDREA FERGUSON,
LINDA FERGUSON and CATRINA GARRETT,

Intervenors,

v.

SEARS LOGISTICS SERVICES, INC.,

Defendant.

CIVIL ACTION NO.

3:01-CV-1588-N



CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and between the Plaintiff, Equal Employment Opportunity Commission ("EEOC"), the Intervenors, Asharri Burch, Andrea Ferguson, Linda Ferguson, and Catrina Garrett, and Defendant, Sears Logistics Services, Inc., in the United States District Court for the Northern District of Texas, Dallas Division, with regard to the EEOC's Complaint, filed on August 15, 2001 ("EEOC Complaint"), in Civil Action No. 3-01-CV-1588-N, and Intervenors' Complaint, filed on August 23, 2001 ("Intervenors' Complaint") (together referred to as the "Complaints"). The Complaints were based upon Charges of Discrimination filed by the Intervenors against Defendant, Sears Logistics Services, Inc. ("Charges").

The above-referenced Complaints allege that the Defendant Sears Logistics Services, Inc.,

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violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991, by subjecting the Intervenor to a sexually hostile work environment based upon their sex, female, and by terminating Intervenor Catrina Garrett from her employment in retaliation for her opposition to alleged sexual harassment. Sears Logistics Services, Inc. expressly denies any and all of the allegations made by the EEOC and Intervenor in the Complaints and Charges, and expressly denies any violation of law as referenced therein. Sears Logistics Services, Inc. states that it enters this Consent Decree solely to avoid the further expense and burden of litigation or other proceedings.

The EEOC, the Intervenor and Sears Logistics Services, Inc. agree to compromise and settle the claims embodied in the Charges and Complaints, and intend that the terms and conditions of the compromise and settlement be set forth in this Consent Decree ("Consent Decree"). It is understood and agreed that this Consent Decree is in compromise of disputed claims, and that this Consent Decree shall not in any way be construed as an admission by Sears Logistics Services, Inc. of a violation of any federal, state, or local statute, law or regulation, or a violation of any right of the Intervenor or any other person.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Consent Decree resolves all issues raised in EEOC Charge Nos. 310-A0-1035, 310-A0-1028, 310-A0-1027, and 310-A0-1030. This Decree further resolves all issues raised or that could have been raised in the Complaints filed by the EEOC and the Intervenor in this civil action. The EEOC and the Intervenor waive any and all claims and/or litigation on all issues raised or

which could have been raised in the above-referenced Charges and Complaints. The EEOC does not waive processing or litigating charges other than the above-referenced Charges.

2. Sears Logistics Services, Inc. agrees that it shall continue to conduct all employment practices in a manner which does not subject any employee to gender discrimination, including sexual harassment and retaliation, under Title VII of the Civil Rights Act of 1991.

3. Sears Logistics Services, Inc. agrees to post the Notice appended hereto as "Attachment A" in a prominent and conspicuous place at its Grand Prairie facility within ten (10) days after entry of this Consent Decree. Sears Logistics Services, Inc. will report to the EEOC that it has complied with this requirement within fourteen (14) days after posting the Notice.

4. The Notice shall also inform employees where to report any alleged violations of Sears Logistics Services, Inc.'s policies against sexual harassment, the name of the person(s) to whom they should report alleged violations, along with the address and telephone number of the Dallas District Office of the EEOC. The notice shall remain posted for the duration of this Consent Decree. In the event that the persons and/or departments to whom individuals should make complaints alleging sexual harassment, sex-based harassment and/or retaliation change during the term of the Consent Decree such that the information contained in the notice is no longer accurate, Sears Logistics Services, Inc. shall prepare and post a revised notice within a reasonable period of time thereafter that contains the correct information.

5. Sears Logistics Services, Inc. agrees to conduct written evaluations of its hourly leads, supervisors and salaried associates at its Grand Prairie facility, including an evaluation on various leadership principles, during the term of the Consent Decree. Among the leadership principles upon which they will be evaluated is the principle of encouraging and supporting diversity and

inclusiveness. This written evaluation for hourly leads, supervisor and salaried associates at the Grand Prairie facility will be performed approximately two times per year.

6. Sears Logistics Services, Inc. currently provides training of its managers, supervisors, and hourly leads pursuant to a program entitled "Civil Treatment." The Civil Treatment training program is facilitated by a Sears Logistics Services, Inc. certified trainer and is an eight (8) hour program. The training program covers issues of discrimination and harassment, along with other workplace issues. Sears Logistics Services, Inc. agrees to conduct the Civil Treatment training program for all of its managers, supervisors, and hourly leads at the Grand Prairie facility, who have not been through the training program within the last six (6) months, within the next ninety (90) days, unless that period falls within the fourth quarter of the year. In the event the aforementioned ninety-day period falls within the fourth quarter of the year, Sears Logistics Services, Inc. will conduct such training within five (5) months or by March 1, 2003, whichever is earlier. For all other hourly employees at the Grand Prairie Facility, Sears Logistics Services, Inc. agrees to conduct a sexual harassment training session, of at least three hours in length, within the same time frames noted herein. Sears Logistics Services, Inc. will provide written notice to the EEOC that the program has been conducted at the Grand Prairie facility within fourteen (14) days of its completion. The written notice shall provide the names of the personnel who received the training, the date and location of the training, the name of the individual(s) who provided the training, and a brief summary of the substance of the training.

7. Sears Logistics Services, Inc. agrees that it will impose appropriate disciplinary action consistent with its policies and procedures, up to and including termination of employment, upon any supervisor or manager who engages in sexual harassment or sex-based harassment or who

permits any such conduct to occur in his or her work area or among employees under his or her supervision, or who retaliates against any person who complains or participates in any investigation or proceeding concerning any such conduct.

8. Sears Logistics Services, Inc.'s supervisors should monitor their work area and properly report any incidents and/or complaints of sexual harassment, sex-based harassment and/or retaliation of which they become aware to the persons at Sears Logistics Services, Inc. who are charged with handling such complaints.

9. Sears Logistics Services, Inc. agrees to distribute a copy of the Notice attached as "Attachment A" to all current employees at the Grand Prairie facility within 30 days after entry of the Consent Decree and to all future employees who are hired at the Grand Prairie facility during the term of the Consent Decree.

10. Sears Logistics Services, Inc. agrees that, in response to specific inquiries as to the Intervenor's work history or work performance at Sears Logistics Services, Inc., it will respond by providing only the dates of the Intervenor's employment and title(s) held. Pay rate information will be provided only when it is specifically requested and authorized in writing by the Intervenor at the time of the request. Sears Logistics Services, Inc. also agrees to maintain documents relating to Intervenor's complaints and charges of discrimination against Sears Logistics Services, Inc. in a file separate from their personnel files.

11. Sears Logistics Services, Inc. agrees that there shall be no unlawful discrimination or retaliation of any kind against any person involved in the referenced charge or litigation including the Intervenor because of opposition to any practice declared unlawful under Title VII, or because of the filing of a charge, giving testimony or assistance or participating in any manner in any

investigation, proceeding or hearing under Title VII.

12. Sears Logistics Services, Inc. agrees to pay the total amount of \$93,000 to the Intervenor as follows: payable to Asharri Burch \$13,050.00; payable to Andrea Ferguson \$13,050.00; payable to Linda Ferguson \$13,050.00; and payable to Catrina Garrett \$21,050.00. Intervenor, through their private counsel, have agreed to execute and to forward to Sears Logistics Services, Inc. prior to execution and entry of this Decree, a general release of any and all claims against Sears Logistics Services, Inc. Within fourteen (14) days of the entry of this Decree, Sears Logistics Services, Inc. will issue a check, made payable to each of those Intervenor in the above-referenced amounts. Sears Logistics Services, Inc. will also issue a separate check, made payable to the Intervenor's attorney, Steven B. Thorpe, in the amount of \$32,800.00, which Sears Logistics Services, Inc. will forward to Thorpe within fourteen (14) days of the entry of this Decree. All checks will be sent by certified mail, return receipt requested, to the law office of Steven B. Thorpe at Thorpe, Hatcher & Washington, L.L.P., 2929 Carlisle Avenue, Suite 250, Dallas, Texas 75204.

13. All notices or information to be provided to the EEOC pursuant to this Decree shall be sent to Ronetta J. Francis, Senior Trial Attorney, EEOC, 207 S. Houston, Third Floor, Dallas, Texas 75202.

14. Neither the EEOC, the Intervenor nor Defendant Sears Logistics Services, Inc. shall contest the validity of this Consent Decree nor the jurisdiction of the federal district court to enforce this Consent Decree and its terms or the right of either party to the Consent Decree to bring an enforcement action upon breach of any term of this Consent Decree by either such party. Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in the event that

Defendant Sears Logistics Services, Inc. fails to perform the promises and representations contained herein.

15. The term of this Decree shall be for eighteen (18) months.

16. The parties to this Consent Decree agree to bear their own attorney's fees and expenses associated with the above-referenced Charges and Complaints.

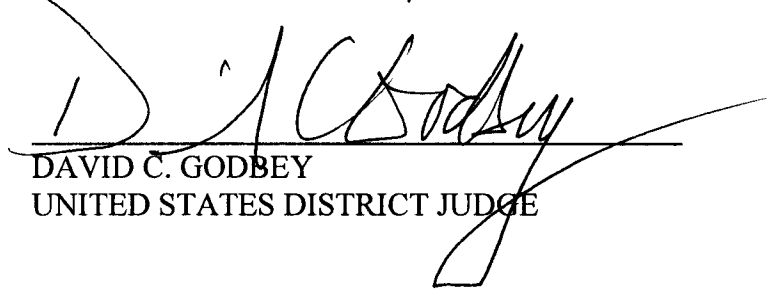
17. If Sears Logistics Services, Inc. fails to tender payment or otherwise fails to timely comply with the terms of this Consent Decree, the EEOC shall have the right to seek an award of:

(a) Interest on any amounts set out in Paragraph 12 that are not timely paid. Interest, if awarded by a court of law, shall be calculated at the rate provided pursuant to 26 U.S.C. § 6621

(b) on any untimely or unpaid amounts from the date of non-compliance; and

(b) Additional costs and expenses incurred by the EEOC as a result of the non-compliance or delay by Sears Logistics Services, Inc.

SO ORDERED, ADJUDGED AND DECREED this 4 day of Nov., 2002.

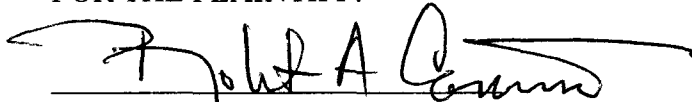


DAVID C. GODBEY
UNITED STATES DISTRICT JUDGE

AGREED AS TO FORM AND SUBSTANCE:

Signed this 16th day of OCTOBER, 2002.

FOR THE PLAINTIFF:



ROBERT A. CANINO

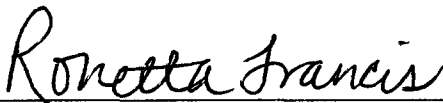
Regional Attorney

Oklahoma State Bar No. 011782

SUZANNE M. ANDERSON

Supervisory Trial Attorney

Texas Bar No. 14009470



RONETTA J. FRANCIS

Senior Trial Attorney

Virginia Bar No. 39886

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

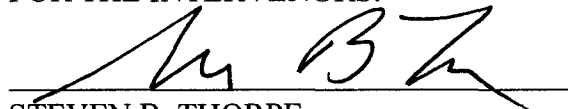
Dallas District Office

207 South Houston Street Third Floor

Dallas, Texas 75202

Tel No. (214) 655-3334; Fax No. (214) 655-3331

FOR THE INTERVENORS:



STEVEN B. THORPE

State Bar No. 19990500

CARLA HATCHER

State Bar No.09219500

Thorpe, Hatcher & Washington, L.L.P.

2929 Carlisle, Suite 250

Dallas, Texas 75204

Consent Decree

FOR THE DEFENDANT:



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