

FILED  
U.S. DIST COURT  
MIDDLE DIST. OF LA

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OPTION NO. A 10:38  
-M2  
SIGN \_\_\_\_\_  
BY DEPUTY CLERK

**and**

**JUDGE TYSON**

**MAGISTRATE NOLAND**

**Defendant.**

3. This Court has jurisdiction over the subject matter of this action and over the parties to this action; and

4. The Commission, Dana Adams and Joe Christiana Foods have agreed to settle this matter for the relief specified in this Consent Decree; and

5. The parties to this lawsuit wish to resolve all claims and controversies encompassed by this lawsuit without burden, expense or delay of further litigation:

Therefore, it is **ORDERED, ADJUDGED, AND DECREED** that:

6. The negotiation, execution and entry of this Consent Decree will resolve any and all claims of alleged Title VII violations brought by the Commission against the Defendant arising out of EEOC Charge Number 270-A2-01517 and Civil Action Number 03-534-C-M2 (“the instant action”).

7. The purpose of Title VII will be furthered by entry of this Decree, the terms of which constitute a fair and equitable settlement.

8. Neither the negotiation, nor the execution, nor the entry of this Consent Decree shall constitute an acknowledgment or admission of any kind by Joe Christiana Foods that its officers, agents or employees have violated or have not been in compliance with Title VII or any other applicable law, regulation or order.

9. This Consent Decree relates only to the violations alleged in EEOC Charge Number 270-A2-01517, the instant civil action filed by the Commission in the United States District Court for the Middle District of Louisiana, on July 9, 2003 and the complaint in intervention filed by the Plaintiff-Intervenor on October 8, 2003.

10. Defendant, its directors, officers, agents, employees and successors or assigns shall

not maintain or permit discrimination in the workplace against any applicant for employment or employee based upon such person's sex, as complained of in EEOC Charge Number 270-A2-01517. Rather, Defendant will take prompt and remedial action to correct any alleged sexual harassment that has occurred, as detailed below.

11. Joe Christiana Foods, its directors, officers, agents, employees and successors or assigns shall not maintain or permit discrimination in the workplace against any applicant for employment or any employee, particularly any retaliatory action, because the employee or applicant has exercised their federally protected right to make a complaint under Title VII, and Defendant will not tolerate any retaliatory management decision. Rather, Defendant will take appropriate action to correct any retaliation that has occurred against any applicant or employee for exercising their federally protected Title VII civil rights.

12. Defendant agrees to eliminate from any files it maintains, including but not limited to the personnel file of Dana Adams and Erica Adams, any and all documents and entries relating to the facts and circumstances which led to the filing of EEOC Charge Number 270-A2-01517 and the related events and outcomes that occurred thereafter, except this Consent Decree and the settlement agreement referred to below in paragraph 13. Defendant further agrees that it will provide Dana Adams and Erica Adams neutral job references per its existing policy for any inquiries about their employment with Joe Christiana Foods. The job references will include honest descriptions of the work histories of Dana Adams and Erica Adams, but will not refer in any way to the charge

of discrimination filed or the instant cause of action. A sample of the reference which will be used in response to inquiries is attached hereto as Exhibit A.

### **COMPENSATORY RELIEF**

13. Within ten (10) days of the entry of this Consent Decree, Defendant shall tender to Dana Adams the sum of Twenty Thousand dollars (\$20,000.00) as damages. Defendant will also forgive Dana Adams' alleged indebtedness in the total amount of Six Thousand Eight Hundred dollars. Defendant may condition this tender to Dana Adams on her execution of a settlement agreement releasing her claims arising from the events and/or omissions that are the subject of this lawsuit. Defendant further agrees to forward a copy of the check to Senior Trial Attorney Erania Ebron Martin, U.S. EEOC, Houston District Office, 1919 Smith Street, 7<sup>th</sup> Floor, Houston, Texas, 77002-8049, within fifteen (15) days of disbursement.

### **INJUNCTIVE RELIEF**

14. Defendant, Joe Christiana, Sr., Joe Christiana, Jr., its directors, officers, agents, employees, successors, and assigns shall not engage in or permit discrimination in the workplace against any employee based upon such person's sex, as complained of in the instant civil action. Defendant further agrees and promises that it shall not retaliate in any way against any person who has participated in any manner in the investigations of this matter by the Commission and by Defendant, respectively.

15. Defendant agrees to implement and enforce an effective policy and procedure for

preventing and investigating complaints of sexual harassment. Defendant also agrees to ensure that the Defendant's owners and management staff, particularly its managers and supervisors, are advised of the policy. The policy must, at a minimum, contain the following elements: A clear explanation of prohibited conduct; assurance that employees who make complaints of sexual harassment or provide information related to such complaints will be protected against retaliation; a clearly described complaint process that provides accessible avenues of complaint; assurance that the employer will protect the confidentiality of sexual harassment complaints to the extent possible; a complaint process that provides a prompt, thorough, and impartial investigation, and assurance that the Defendant will take immediate and appropriate corrective action when it determines that discrimination has occurred. This policy, once created, will be communicated to all of Defendant's employees and management staff, and shall be included in any relevant policy or employee manuals kept by Defendant's business. This policy will be consistent with law and the Commission's regulations and guidances.

16. All Defendant's management and full-time employees shall be required to attend a training program regarding equal employment opportunity rights and responsibilities, with a focus on sexual harassment. Management employees will receive training on the implementation of the sexual harassment policy and procedure yearly; all new management employees shall receive this training within 90 (ninety) days of hire or promotion - during initial orientation or otherwise. A certificate or other proof of training completion by all employees shall be provided to the EEOC no later than six (6) months from the Court's approval of this Consent Decree. The certificate of

training shall include a written summary of Defendant's sexual harassment policy and shall include contact information for the Equal Employment Opportunity Commission to facilitate the filing of discrimination complaints, should the need arise. A copy of the certificate of training shall be provided to each employee who attends the training at the time of training completion. A sample of the certificate of training is attached hereto as Exhibit B.

17. Joe Christiana Foods agrees to keep all records of sexual harassment complaints made by employees under Title VII for the three (3) year effective period of this Decree and agrees to provide the EEOC, every six (6) months, with a written report setting forth all complaints of sexual harassment at its facility. The reports should set forth an explanation of the investigation and disposition of such complaints, and should have attached all documentation pertaining to each complaint, its investigation, and its disposition.

18. Defendant agrees that the Commission may review Defendant's compliance with this Decree in the event there is reasonable cause to believe non-compliance exists by: 1) notifying Defendant of the facts supporting the reasonable cause belief of non-compliance and 2) after thirty (30) days following such notification, the Commission may inspect the relevant areas of Defendant's premises relating to the alleged non-compliance, interview employees who have relevant knowledge of the alleged non-compliance and examine and copy documents relevant to the alleged non-compliance.

### **CONSENT DECREE ENFORCEMENT**

19. In the event that Defendant fails to perform its obligations herein, Plaintiff EEOC is empowered to enforce this Consent Decree through the applicable judicial enforcement procedures and to seek sanctions which may be due as a result of the need to enforce this Decree.

20. 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 or 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.

21. This Decree sets forth the entire agreement between the Commission and Defendant as to the captioned lawsuit, and fully supersedes any and all prior agreements or understandings between the Commission and Defendant pertaining to the subject matter herein.

22. The Commission and the Defendant will bear their own attorney's fees and costs incurred in connection with the litigation of this case.

23. This Decree shall remain in effect for a period of three (3) years from the date of its execution. The Commission shall have six (6) months from the end of the effective period of this Decree to commence enforcement actions relative to any violation hereof by Defendant. Defendant shall advise employees that complaints of employment discrimination may be filed with Defendant's representatives or filed directly with the EEOC during the three (3) year term of this Consent Decree.

24. The Court shall retain jurisdiction of this action for purposes of enforcing this Decree, as appropriate.

**IT IS SO ORDERED.**

THUS DONE AND SIGNED, Beton Ronge, Louisiana, this 9<sup>th</sup>  
day of March, 2006.

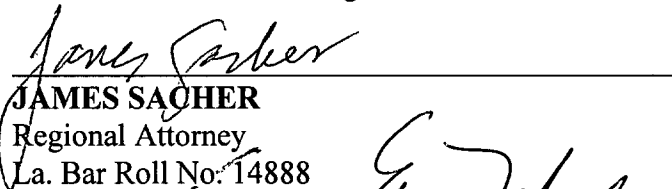
  
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:  
FOR THE PLAINTIFF:

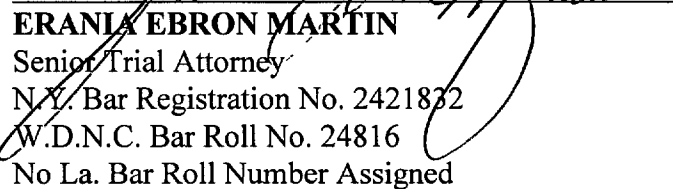
**JAMES L. LEE**  
Deputy General Counsel  
No Bar Roll Number Assigned

**GWENDOLYN YOUNG REAMS**  
Associate General Counsel  
No Bar Roll Number Assigned

2/28/06  
Date

  
**JAMES SACHER**  
Regional Attorney  
La. Bar Roll No. 14888

2/28/06  
Date

  
**ERANLA EBRON MARTIN**  
Senior Trial Attorney  
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W.D.N.C. Bar Roll No. 24816  
No La. Bar Roll Number Assigned

**U.S. EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION**  
Houston District Office  
1919 Smith Street, 7<sup>th</sup> Floor  
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Tel: (713) 209-3398 (Sacher)

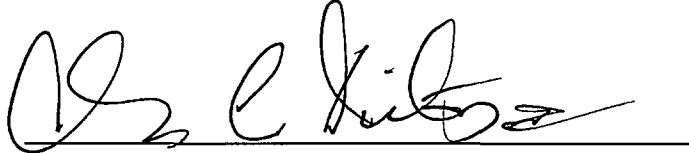


(713) 209-3323 (Ebron Martin)  
Fax: (713) 209-3402

**COUNSEL FOR PLAINTIFF**

FOR THE PLAINTIFF-INTERVENOR:

March 7, 2006  
Date

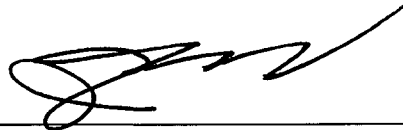


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**COUNSEL FOR PLAINTIFF-INTERVENOR  
DANA ADAMS**

FOR THE DEFENDANT:

March 3, 2006  
Date



**JOHN DALE POWERS**  
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Facsimile: (225) 929-9834

**COUNSEL FOR DEFENDANT**

# **Exhibit A**

## **Joe Christiana Letterhead**

Dear Prospective Employer:

We are pleased to provide this information on behalf of Dana Adams (or Erica Adams). Ms. Adams worked as Office Personnel with our company beginning in October 2000. Ms. Adams discontinued her employment with us voluntarily in December 2001.

We hope that this information has been helpful to you and Ms. Adams.

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Date

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Joe Christiana, Sr.  
President/Owner  
Joe Christiana Food Distributors, Inc.

# Exhibit B

## Joe Christiana Letterhead

### CERTIFICATE OF TRAINING COMPLETION

My signature below certifies that I have completed the training provided by Joe Christiana Foods, Inc. concerning its policy against discrimination.

I have been informed that federal law prohibits discrimination against any employee or applicant for employment because of the individual's race, color, religion, sex, national origin, disability or age (40 and over), with respect to hiring, promotion, discipline, firing, compensation or other terms, conditions or privileges of employment.

I have also been informed that federal law also prohibits sexual harassment. In addition, federal law prohibits an employer from retaliating against an employee who complains of employment discrimination or who participates in an internal or EEOC investigation of an employee complaint.

I have been advised that Joe Christiana Foods, Inc. supports and will comply with such federal law in all respects. Specifically, Joe Christiana Foods, Inc.:(a) will seek to maintain a work environment that is free of sexual harassment; (b) will provide annual training to all employees concerning the federal employment discrimination laws, particularly as they apply to sexual harassment; and, (c) will provide information about its discrimination and complaint policy to all employees.

Joe Christiana Foods, Inc. has a zero tolerance equal employment opportunity policy and will ensure that all managers, supervisors and other employees abide by the requirements of that policy, and that employees will not be subjected to sexual harassment.

I have been informed that if I believe that I have been sexually harassed, I should promptly report the discriminatory conduct to **JOE CHRISTIANA, SR.**, or to the U.S. Equal Employment Opportunity Commission, New Orleans Field Office, 1555 Poydras Street, Suite 1900, New Orleans, Louisiana 70112, (504) 589-6817.

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Date

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Employee Name (PRINTED)

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Signature