

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
WILMINGTON DIVISION

EQUAL EMPLOYMENT)
OPPORTUNITY COMMISSION,)
)
Plaintiff,)
)
v.)
)
L&L WINGS , INC.)
)
Defendant.)
_____)

CIVIL ACTION NO. 5:02-CV-856-803

CONSENT DECREE **FILED**

DEC 03 2002

DAVID W. DANIEL, CLERK
US DISTRICT COURT
E. DIST. N. CAROLINA

The Equal Employment Opportunity Commission (the "Commission") instituted this action pursuant to Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e-5(f)(1) and (3) ("Title VII"), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a., alleging Defendant L&L Wings ("Defendant") discriminated against Eboni Frink, Carlis Hankins, Chavonne Hankins, and Allison Washington, because of their sex, female, by subjecting them to an alleged hostile work environment.

The Commission and the Defendants hereby stipulate to jurisdiction of the Court over the parties and agree that the subject matter of this action is properly before the Court.

The parties have advised this Court that they desire to resolve all the 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 the Consent Decree; and (3) this Decree resolves all matters in controversy between the parties and the individuals named in the first paragraph as provided in paragraphs 1 through 21 below.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. Defendants shall pay Eboni Frink the total sum of forty thousand dollars (\$40,000.00). Defendant shall make payment by issuing a check directly payable to Eboni Frink. Payment shall be made within thirty (30) days after the Court enters this Consent Decree. Defendant shall mail the check to Eboni Frink at an address to be provided by the Commission in a separate correspondence. Within ten (10) days after the check has been sent to Eboni Frink Defendants shall mail to Mindy E. Weinstein, Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery to Eboni Frink.

2. Defendant shall pay Carlis Hankins the total sum of twenty five thousand dollars (\$25,000.00). Defendant shall make payment by issuing a check directly payable to Carlis Hankins. Payment shall be made within thirty (30) days after the Court enters this Consent Decree. Defendant shall mail the check to Carlis Hankins at an address to be provided by the Commission in a separate correspondence. Within ten (10) days after the check has been sent to Carlis Hankins, Defendant shall mail to Mindy E. Weinstein, Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery to Carlis Hankins.

3. Defendant shall pay Chavonne Hankins the total sum of twenty five thousand dollars (\$25,000.00). Defendant shall make payment by issuing a check directly payable to Chavonne Hankins. Payment shall be made within thirty (30) days after the Court enters this Consent Decree. Defendant shall mail the check to Chavonne Hankins at an address to be provided by the Commission in a separate correspondence. Within ten (10) days after the check has been sent to Chavonne Hankins, Defendant shall mail to Mindy E. Weinstein, Regional

Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery to Chavonne Hankins.

4. Defendant shall pay Allison Washington the total sum of twenty five thousand dollars (\$25,000.00). Defendant shall make payment by issuing a check directly payable to Allison Washington. Payment shall be made within thirty (30) days after the Court enters this Consent Decree. Defendant shall mail the check to Allison Washington at an address to be provided by the Commission in a separate correspondence. Within ten (10) days after the check has been sent to Allison Washington Defendant shall mail to Mindy E. Weinstein, Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery to Allison Washington.

5. Defendant agrees to eliminate from the employment records of Eboni Frink, Carlis Hankins, Chavonne Hankins, and Allison Washington any and all documents and entries relating to the facts and circumstances which led to the filing of the EEOC charges of discrimination and the related events that occurred thereafter, including the filing of this lawsuit.

6. Defendant agrees to provide Eboni Frink, Carlis Hankins, Chavonne Hankins, and Allison Washington with a neutral letter of reference, a copy of which is attached hereto. In addition, if Defendant receives any inquiries regarding the employment of Eboni Frink, Carlis Hankins, Chavonne Hankins, or Allison Washington, Defendant shall provide a neutral reference for her.

7. During the term of this Decree, Defendant shall provide to all supervisory and management personnel at all of its stores, an annual training program on Title VII, including its prohibition against sex discrimination and sexual harassment in the workplace. At least fifteen (15) days prior to the first program, Defendants shall provide the Commission with an agenda for the

training program.

8. The first training program for supervisory and management personnel shall be completed within one hundred and eighty (180) days after entry of the decree by the Court. Each subsequent training program shall be conducted at approximately one-year intervals.

9. During the term of this Decree, Defendant shall provide to all new non-supervisory and new non-management personnel at all of its stores, a training program at the time of hire on Title VII, including its prohibition against sex discrimination and sexual harassment in the workplace.

10. Within one hundred and eighty (180) days after the entry of the decree by the Court, Defendant shall provide to all current non-supervisory and current non-management personnel at all of its stores, a training program on Title VII, including its prohibition against sex discrimination and sexual harassment in the workplace.

11. Annually during the term of this Decree, Defendant shall certify to the EEOC that it has substantially complied with the training provisions of this Decree set forth above in paragraphs 7 through 10.

12. Until June 1, 2003, Defendant shall conspicuously post the attached Employee Notice, marked Appendix A, hereby made a part of this Decree, in each of the L&L Wings stores, in a place where it is visible to employees. If the Notice becomes defaced or unreadable, Defendant shall replace it by posting another copy of the Notice.

13. Defendant agrees to provide the Commission with annual reports during the term of this Decree. The reports shall include the following information: the identities of all individuals who have complained of or reported sexual harassment at any of L&L Wings stores in North Carolina during the term of this Decree, including by way of identification each person's name, home address, home telephone number, social security number, sex, and a statement of the

individual's complaint and what action was taken in response to the individual's complaint. Defendant shall submit the reports to the Commission every August during the term of this Decree.

14. During the term of this Decree, Defendant agrees that the Commission may review compliance with this Decree. As part of such review, the Commission, upon thirty (30) days written notice, with a copy to L&L Wings Legal Department, 8 East 41st Street, 6th Floor, New York, NY 10017, may inspect the premises, interview employees and examine and copy documents.

15. If at any time during the term of this Decree, the Commission has reasonable cause to believe that Defendant is in violation of this Decree, the Commission shall give written notice of the alleged violation to Defendant. Defendant shall have forty five (45) days in which to investigate and respond to the allegations and/or cure the alleged violations. Thereafter, the parties shall have a period of forty five (45) days, or such additional period as may be agreed upon by them, in which to engage in negotiation and conciliation regarding such allegations, before the Commission exercises its rights as provided by law.

16. Except as otherwise provided herein, each party shall bear its own costs and fees.

17. The term of this Decree shall be for two (2) years from its entry by the Court.

18. During the term of this Decree, this Court shall retain jurisdiction of this cause for entry of such further orders as may be necessary or appropriate.

19. Nothing herein shall be construed as any admission of any wrongdoing on the part of L&L Wings, Inc. or a waiver of any defenses by L&LWings, Inc..

20. Defendant represents that the store where the alleged sexual harassment occurred is no longer in operation. Defendant further represents that the assistant store manager and store manager who engaged in the alleged sexual harassment are no longer employed by Defendant.

21. A Complaint is being filed contemporaneously with this Consent Decree.

Defendant specifically denies all allegations raised in the Complaint.

November 28, 2002 Terrence W. Boyle
Date United States District Judge
Eastern District of North Carolina

The parties jointly request that the Court approve and enter the Consent Decree:

This the 19 day of November 2002

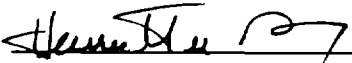
**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,
PLAINTIFF**

GWENDOLYN YOUNG REAMS
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By: Kerith Cohen
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**L&L WINGS, INC.,
DEFENDANT**

By: 
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**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
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NOV 25 2002

David W. Daniel, Clerk
US District Court
E. Dist. N. Carolina

NOTICE

Federal law requires that there be no discrimination against any employee or applicant for employment because of the individual's race, color, sex, religion, national origin, disability or age (40 and over) with respect to hiring, firing, compensation, or other terms, conditions or privileges of employment.

L & L Wings, Inc. supports and will comply with Federal law in all respects and will not take any action against employees because they have exercised their right under the law.

Specifically, *L & L Wings, Inc.* will ensure that employees are not subject to sexual harassment in the work place.

Individuals affected by our conduct will be made whole for any losses they suffered as a result of the discrimination against them. *L & L Wings, Inc.* will take the remedial action required by the Conciliation Agreement and within the time frames directed by the Agreement.

Signed the _____ day of _____, 2002.

L & L Wings, Inc.