

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

YOUNG'S, INC.,

Defendant.

~~EXHIBIT~~
Case No. 98-74205

Hon. John Corbett O'Meara
U.S. District Judge

STANLEY H. PITTS (P33519)
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Equal Employment Opportunity Commission
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U.S. DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION
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CONSENT DECREE

1. The United States Equal Employment Opportunity Commission ("EEOC" or "Plaintiff") instituted this action in the United States District Court for the Eastern District of Michigan, Southern Division, against Defendant Young's, Inc. ("Defendant" and/or "Young's") on September 30, 1998 under Title VII of the Civil Rights Act of 1964, as amended and Title I of the Civil Rights Act of 1991. The Complaint alleges, in relevant part, that Defendant subjected Brandon Johnson to racial harassment and discharged him in retaliation for complaining about the harassment in

violation of Section 703 and 704 of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e *et seq.*

2. As a result of settlement discussions, the parties have resolved their differences and have agreed that this action should be settled by entry of this Consent Decree. It is the intent of the parties to resolve all issues raised, presented, joined or could have been raised, presented or joined in Civil Action No. 98-74205 without the burden, expense and potential delay of further litigation, including potential appeal. The parties understand that this Consent Decree is a final and binding settlement in full disposition of any and all claims alleged against Defendant which were or could have been alleged in the Complaint.

STIPULATED FACTS

3. The EEOC is the agency of the United States government authorized by Title VII to investigate allegations of unlawful employment discrimination based on race and on retaliation, to bring civil actions to prohibit such unlawful practices and to seek relief for individuals affected by such practices.
4. Pursuant to Title VII, the parties acknowledge the jurisdiction of the United States District Court for the Eastern District of Michigan, Southern Division, over the subject matter and the parties to this case for the purpose of entering this Decree and, if necessary, enforcing this Decree.
5. Venue is appropriate in the Eastern District of Michigan, Southern Division. For purposes of this Decree and any proceedings related to this Decree only, Defendant agrees that venue would remain in the Eastern District of Michigan Southern Division.

FINDINGS

6. Having examined the terms and provisions of the Consent Decree and based on the pleadings, records, and stipulations of the parties, the Court finds the following:

a. The Court has jurisdiction over the subject matter of the action and the parties to this action.

b. The terms and provisions of this Consent Decree are fair, reasonable, and just. The rights of the EEOC and Young's are protected adequately by this Decree.

c. This Consent Decree conforms with the Federal Rules of Civil Procedure and Title VII, and is not in derogation of the rights and privileges of any person. The entry of this Consent Decree will further the objectives of Title VII and other applicable laws and will be in the best interests of the parties and those for whom the EEOC seeks relief.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED
AS FOLLOWS:

NON-ADMISSION

7. This Decree, being entered with the consent of the EEOC and Defendant, shall not constitute an adjudication or finding on the merits of the case and shall not be construed as an admission by Defendant of any violation of Title VII or any other law, rule or regulation dealing with or in connection with equal employment opportunities. Similarly, consent to performance under this Decree by the EEOC does not constitute an admission that any claim asserted by it in this lawsuit was not valid or that any defense of Defendant was valid.

NON-DISCRIMINATION

8. Defendant, its officers, agents, employees, successors, assigns and all persons in active concert or participation with them or any of them shall comply with the provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000-e et seq., specifically, but not limited to, providing a racially hostile-free work environment for its African-American employees as well as for all employees regardless of their race.

NON-RETALIATION

9. Young's shall not take any action against any person which constitutes unlawful discrimination, intimidation, retaliation, harassment or interference with the exercise of such person's rights under Title VII because such person gave testimony or assistance or participated in any manner in any investigation or proceeding in connection with this case.

EQUITABLE RELIEF

10. Young's agrees to expunge from any files pertaining to or about Brandon Johnson all written memoranda, correspondence, notes or other writings concerning the alleged reasons for his separation from the company in January, 1998. Within 15 days upon entry of the decree, Young's shall provide the EEOC with a writing certifying that the records have been expunged.

11. Young's agrees to provide Brandon Johnson with a neutral job reference indicating only his date of hire, positions held, length of employment and last date of employment. Young's shall keep a log of the name, date and business address of each prospective employer of Brandon Johnson and the name and telephone number of the prospective employer contact person seeking a reference or other information concerning his employment with Young's. The log shall be maintained during the duration of this decree and shall be provided to the EEOC upon request.

12. Young's agree to provide training to its on site employees and managers of the laws pertaining to equal employment opportunity enforced by the U.S. Equal Employment Opportunity Commission. The nature and content of the training shall be determined by the management of Young's. Young's agrees to provide the training within three months from the entry of this Decree for current employees (management and non-management) and will provide similar training to new employees within one month of their hire date. Within 15 days upon completion of the required training for current employees, Young's shall provide the EEOC with a writing certifying the training completion. As to new employees, Young's shall maintain a log stating the name of the employee, the nature and content of the training received and the date of the training for the duration of this decree and that such log shall be provided to the EEOC upon request.

MONETARY RELIEF

13. The EEOC and Young's stipulate and agree that Young's will pay, upon entry of this Consent Decree, the sum of eight thousand five hundred (\$8,500.00) dollars representing lost wages. Drafts shall be issued to Brandon Johnson in one lump sum for the full amount of the back pay and provide 1099's within 10 calendar days of entry of this decree.

14. Within fifteen days upon entry of the decree, a copy of the check shall be mailed to Stanley H. Pitts, Supervisory Trial Attorney, 477 Michigan Avenue, Suite 865, Detroit, Michigan 48226. The EEOC shall have the right to monitor compliance with paragraph 13 through inspection of accounting records verifying date of payment, receipt of a copy of the check, check stub, return receipt, letter, and any other document establishing payment. Any information required to be submitted to the EEOC under paragraph 10-12 shall also be provided to the EEOC representative listed in this paragraph.

DURATION

15. This Decree shall remain in effect for three (3) years.

POSTING

16. Within ten (days) of the execution of this Consent Decree, Young's shall post the notice attached as Exhibit A at various bulletin boards within each facility. The notice shall remain posted for three years. In the event the notice becomes defaced, marred, or otherwise unreadable, Young's shall immediately post a readable copy.

DISPUTE RESOLUTION AND COMPLIANCE

17. The Court shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce this Decree. Upon motion of either party, the Court may schedule a hearing for the purpose of reviewing compliance with this Decree. The parties shall engage in a good faith effort to resolve any dispute as to compliance prior to seeking review by the Court, and shall be required to give notice to each other ten (10) days before moving for such review. All parties may conduct expedited discovery under the Federal Rules of Civil Procedure for purposes of determining compliance with this Decree or defending against a claim of non-compliance, with fifteen (15) business days notice for depositions, entry to premises and access to documents and, with fifteen (15) business days for responses to written discovery.

MISCELLANEOUS

18. All parties shall bear their own costs and expenses of litigation, including attorneys' fees.
19. This Consent Decree constitutes the entry of final judgment, settlement and release within the meaning of Rule 54 of the Federal Rules of Civil Procedure, on all claims asserted in or which might have been asserted in this action. This court retains jurisdiction over this matter,

however, for the purpose of entering appropriate orders interpreting and enforcing this judgment.

20. If any provision(s) of this Consent Decree is found to be unlawful, only the specific provision(s) in question shall be affected and the other provisions will remain in full force and effect.

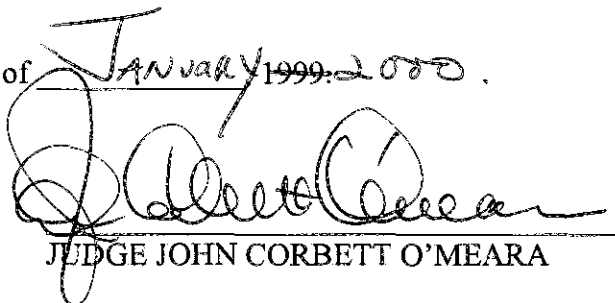
21. The terms of this Consent Decree are and shall be binding upon the present and future owners, officers, directors, employees, creditors, agents, trustees, administrators, successors, representatives, and assigns of Young's.

22. This Consent Decree constitutes the entire agreement and commitments of the parties. Any modifications to this Decree must be mutually agreed upon and memorialized in a writing signed by authorized representatives of Young's and the EEOC. The parties recognize that this Consent Decree is not confidential.

23. Within ten (10) days of the execution of this Consent Decree, Young's will inform the EEOC, in writing, regarding who will serve as Young's representative under this Consent Decree and who will be responsible for assuring that the terms of this Consent Decree are met.

24. The terms of this Consent Decree have been fully reviewed by the appropriate officials of the EEOC and Young's, both the EEOC and Young's enter into the Decree knowingly and voluntarily, with a full understanding of both the rights they are giving up and the obligations they are undertaking by this Consent Decree.

SO ORDERED this the 14th day of January 1999-2000.


JUDGE JOHN CORBETT O'MEARA

WE HEREBY CONSENT:

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

YOUNG'S, INC.


C. GREGORY STEWART
General Counsel Designate

GWENDOLYN YOUNG REAMS
Deputy General Counsel

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 12/1/99

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EXHIBIT A

NOTICE

The United States Equal Employment Opportunity Commission (EEOC) is the federal agency which investigates charges of unlawful employment discrimination and, if necessary, brings lawsuits in federal district court to enforce the provisions of Title VII.

This notice is being posted to inform you of your rights guaranteed by federal law under the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000-e *et seq.* (Title VII) that prohibits discrimination against any employee on the basis of race, color, sex, national origin, religion, age or disability with respect to any term or condition of employment including hiring, layoff, recall, promotion, discharge, pay and fringe benefits or in retaliation for opposing unlawful employment practices or because an employee has made a charge, testified, assisted, or participated in any manner in an investigation or litigation conducted by the EEOC.

Young's, Inc. supports and will comply with this federal law in all respects and will not take any action against any employees because they have exercised their rights under this law.

Dated

President