

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WISCONSIN**

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
Plaintiff,)	Civil Action No. 05-C-0747 C
)	
v.)	
)	
CONSUMER PROGRAMS INCORPORATED)	
d/b/a SEARS PORTRAIT STUDIO)	
)	
Defendant.)	

CONSENT DECREE AND ORDER

1. This Consent Decree (the "Decree") is made and entered into by and between Plaintiff, United States Equal Employment Opportunity Commission (hereinafter "EEOC") and Defendant, Consumer Programs Incorporated d/b/a Sears Portrait Studio ("CPI")(EEOC and CPI are collectively referred to herein as "the Parties").

2. On December 29, 2005, EEOC initiated this action by filing its Complaint against CPI alleging CPI violated Title VII of the Civil Rights Act of 1964, as amended, ("Title VII"), when it allegedly discriminated against Laura Shidell because of her sex/pregnancy.

3. Neither party admits or denies the claims or defenses of the other.

4. In the interest of resolving this matter and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by entry of this Decree. This Decree shall not constitute an adjudication and/or finding on the merits of the case.

5. This Decree constitutes the complete agreement between EEOC and CPI with

respect to the matters referred to herein. No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing, approved by the Parties to this Decree and approved by the Court or ordered by the Court.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, record and stipulations of the Parties, it is **ORDERED, ADJUDGED, AND DECREED THAT:**

6. This Court has jurisdiction over the subject matter of this action and over the Parties for purposes of entering and enforcing this Decree.

7. The terms of this Decree are adequate, fair, reasonable, equitable and just.

8. This Decree conforms with the Federal Rules of Civil Procedure and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII, and will be in the best interests of the Parties, those for whom EEOC seeks relief, and the public.

9. This Decree resolves all claims arising out of the Charge of Discrimination filed by Laura Shidell against CPI, Charge No. 26G-2003-02142, and constitutes a complete resolution of all claims under Title VII that EEOC made or could have made in this action.

SCOPE OF CONSENT DECREE

10. The duration of this Decree shall be two (2) years from the date of entry of the Decree. During that time, this Court shall retain jurisdiction over this matter and the Parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate its purposes.

GENERAL INJUNCTIVE PROVISIONS

11. **Sex/pregnancy non-discrimination:** CPI and its officers, agents, management (including supervisory employees), successors and assigns are hereby enjoined from: (i) discriminating against employees and/or applicants on the basis of their sex/pregnancy; and/or (ii) engaging in or being a party to any action, policy or practice that is intended to or is known to them to have the effect of discriminating against an employee and/or applicant based on sex/pregnancy.

12. **Non-retaliation:** CPI and its officers, agents, management (including supervisory employees), successors and assigns shall not retaliate against, penalize or otherwise prejudice any employee, former employee or applicant for employment because such person has opposed any practice made unlawful by Title VII; filed a Complaint or Charge of Discrimination; testified, assisted, or otherwise participated in any manner in any investigation, proceeding, hearing or litigation under Title VII; asserted any right under this Consent Decree; or otherwise exercised his or her rights under Title VII.

TRAINING & POLICIES

13. Within ninety (90) days of entry of this Decree, CPI shall develop and implement internal written policies and procedures that, at a minimum: (i) provide a definition of sex/pregnancy discrimination, including examples to supplement the definition; (ii) discuss CPI's prohibition against sex/pregnancy discrimination; (iii) explain that complaints of sex/pregnancy discrimination will be accepted by CPI in writing and orally, including the name and contact person to whom such complaints should be made; and (iv) describe the disciplinary procedures available if an employee engages in sex/pregnancy discrimination. The inclusion of paragraph

thirteen (13) in the Decree does not mean that EEOC or the Court approves of the policy against sex/pregnancy discrimination that CPI will develop and implement.

14. CPI agrees that it shall provide mandatory annual training regarding sex/pregnancy discrimination to all employees who are working at the CPI locations in Wisconsin and those who have supervisory responsibilities over such locations via its E-Learning Program. The training shall be completed within 90 days of entry of this Decree, and shall be repeated once per calendar year thereafter until the expiration of this Decree. At least ten (10) days prior to implementation of the E-Learning Program sex/pregnancy discrimination training, CPI shall send a copy of the program to the undersigned counsel for EEOC. In addition, CPI must, within 60 days of completion of the annual training, provide the undersigned counsel for EEOC with a list of those trained and the date and description of the training provided. The E-Learning Program training shall include training in regard to: Title VII, including, but not limited to, sex/pregnancy discrimination; complaint procedures for reporting sex/pregnancy discrimination; techniques for investigating and stopping sex/pregnancy discrimination; CPI's duty not to discriminate based on sex/pregnancy; and CPI's sex/pregnancy discrimination policy developed pursuant to paragraph thirteen (13) above.

POSTING.

15. Within two (2) weeks after entry of this Decree, CPI shall post in all Wisconsin locations notices of the following: (1) the results of the above entitled action including the execution of this Decree in the form attached hereto as Exhibit A; (2) all CPI policies and procedures regarding sex/pregnancy discrimination that were developed pursuant to paragraph thirteen (13) above; (3) the names, responsibilities, work locations and telephone numbers of the

personnel charged with handling complaints of sex/pregnancy discrimination; and (4) the existence and function of CPI Corporate Human Resources, including the name, telephone number and address at which CPI Corporate Human Resources may be reached and the employees' right to contact CPI Corporate Human Resources, (collectively the "Notices"). These Notices shall be posted in prominent and conspicuous locations where notices to employees are customarily posted throughout CPI's facilities in Wisconsin, and shall be individually distributed to CPI employees responsible for implementing aspects of this Decree. The Notices shall remain posted for the duration of this Decree. In the event that the persons and/or departments to whom individuals should make complaints alleging sex/pregnancy discrimination change during the term of the Decree such that the information contained on the Notices is no longer accurate, CPI shall promptly revise the Notices so that they contain the correct information. CPI shall provide a copy of the Decree to any employee who requests one.

DISSEMINATION OF POLICY STATEMENT

16. Within 90 days of execution of this Decree, CPI agrees to adopt and disseminate the Policy to all its employees who are working at the CPI locations in Wisconsin and employees who have supervisory responsibilities over such locations, affirming its obligation to comply with Title VII, and affirming that it is the responsibility of all CPI employees to comply with Title VII. The Policy shall specifically include information concerning the duty of CPI not to discriminate based on sex/pregnancy, and the complaint procedure an employee may follow if he or she has a complaint about sex/pregnancy discrimination, including the names, work locations and telephone phone numbers of at least two employees charged with investigating such issues. Attached to the Policy should be a copy of CPI's internal policies and procedures regarding

sex/pregnancy discrimination developed pursuant to paragraph thirteen (13) above. All new employees in Wisconsin, including temporary/seasonal employees, shall receive a copy of the Policy and CPI's internal policies and procedures regarding sex/pregnancy discrimination during employee training in CPI's E-Learning Program.

Furthermore, within ten (10) business days of distributing the Policy, CPI shall forward a copy of the Policy to EEOC and shall certify in writing that the Policy has been incorporated into CPI's E-Learning Program training. The inclusion of paragraph sixteen (16) in the Decree does not mean that EEOC or the Court approved of Defendant's policy statement against sex/pregnancy discrimination.

REPORTING

17. For two (2) years from the entry of this Decree, CPI shall report in writing, to the undersigned counsel for EEOC (on a semi-annual basis every July 30 and December 31, (starting with July 30, 2006), the name, address, phone number and job title of any employee in the state of Wisconsin known to CPI to be pregnant who: (1) is terminated; (2) has her hours reduced; and/or (3) has her title changed and/or her employment status changed from full-time to part-time and/or permanent to seasonal. Each report shall include a summary of the reasons why CPI took such action and the date on which such action was taken.

RIGHT OF ENTRY FOR INSPECTION

18. With advance notice, EEOC shall have the right to enter upon CPI's offices in Wisconsin and inspect any relevant documents or records for the purpose of determining CPI's compliance with this Consent Decree and Order.

MONETARY RELIEF

19. CPI agrees, within fifteen (15) days of signature of this Consent Decree and Order by the Court, to pay Laura Shidell a total of thirty six thousand dollars (\$36,000.00) in compensatory damages under the Civil Rights Act of 1991, 42 U.S.C. § 1981a. CPI shall mail Ms. Shidell's payment to the address provided to CPI by EEOC, simultaneously mailing a copy of the check to counsel for EEOC.

COSTS AND NOTICES

20. CPI agrees to pay all of its costs associated with the administration of this Decree.

21. Each Party shall bear its own litigation costs and attorneys' fees associated with this litigation, and neither Party shall seek reimbursement for any outstanding litigation costs.

22. Except as is otherwise provided for in this Decree, all notifications, reports and communications to the Parties required under this Decree shall be made in writing and shall be sufficient as hand-delivered or sent by first class mail to the following persons:

For EEOC:

Deborah J. Powers, Esq.
EEOC
310 West Wisconsin Avenue, Suite 800
Milwaukee, Wisconsin 53203
Facsimile: (414) 297-3983

For CPI:

Jane Nelson, Esq.
General Counsel
Consumer Programs, Inc.
1706 Washington Avenue
St. Louis, MO 63103-1717
Facsimile: (314) 231-4233

Any party may change such addresses by written notice to the other parties, setting forth a new address for this purpose. Notwithstanding the provisions for notification contained in this paragraph, the Parties may send each other such notifications, reports and communications by facsimile transmission or e-mail.

NEUTRAL REFERENCE

23. When and if CPI is contacted by a prospective employer of Laura Shidell for an employment reference, CPI shall provide neutral reference information, consisting of dates of employment, positions held, and rate of pay. CPI shall not disclose to any other employer or potential employer that calls CPI seeking a reference any facts or circumstances surrounding Shidell's charge of sex/pregnancy discrimination or the events relating to the charge or this lawsuit.

SO ORDERED, ADJUDGED AND DECREED this ____ day of _____, 2006.

Honorable Barbara B. Crabb
United States Chief District Court Judge
Western District of Wisconsin

Agreed to in form and content:

FOR THE PLAINTIFF,
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Milwaukee District Office
310 W. Wisconsin Ave., Suite 800
Milwaukee, WI 53203-2292
Phone: (414) 297-3983

/s/ John Hendrickson
John Hendrickson
Regional Attorney

Date: July 10, 2006

/s/ Rosemary J. Fox
Rosemary J. Fox
Supervisory Trial Attorney

Date: July 10, 2006

/s/ Deborah J. Powers
Deborah J. Powers
Senior Trial Attorney

Date: July 10, 2006

Agreed to in form and content:

FOR THE DEFENDANT
CONSUMER PROGRAMS INCORPORATED
d/b/a SEAR PORTRAIT STUDIO

Bobroff, Hesse, Lindmark & Martone, P.C.
7730 Forsyth, Suite #200
St. Louis, MO 63105
Phone: (314) 862-0300

/s/ Andrew J. Martone
Andrew J. Martone, Esq.

Date: June 27, 2006