

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

GODWIN'S SUPERMARKET &
WINDOG ENTERPRISES, INC.

Defendants.

CIVIL ACTION NO. H-03-3386

United States Courts
Southern District of Texas
ENTERED

MAY 12 2004

Michael N. Milby, Clerk of Court

CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and between the Plaintiff, Equal Employment Opportunity Commission ("EEOC"), and Defendant, Godwin's Supermarket & Windog Enterprises, Inc. ("Godwin's Supermarket"), in the United States District Court for the Southern District of Texas, Houston Division, with regard to the EEOC's Complaint, filed on August 22, 2003 ("the Complaint"), in Civil Action No. H-03-3386. This Complaint was based upon a Charge of Discrimination filed by Charging Party Jeanette Perry against Defendant employer.

The above-referenced Complaint alleges that the Defendant Godwin's Supermarket, violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991, by terminating the employment of Jeanette Perry based on her sex, female, and because of her pregnancy.

CONSENT DECREE

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The EEOC and Godwin's Supermarket agree to compromise and settle the differences embodied in the Complaint, 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 all disputed claims, and that this Consent Decree shall not in any way be construed as an admission by Godwin's Supermarket of a violation of any federal, state, or local statute, law or regulation, or a violation of any right of 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 No. 310A11658. This Consent Decree further resolves all issues in the Complaint filed by the EEOC in this civil action. The EEOC waives further claims and/or litigation on all issues raised in the above-referenced Charge and Complaint. The EEOC does not waive processing or litigating charges other than the above-referenced Charge.

2. Godwin's Supermarket agrees that it shall conduct all employment practices in a manner which does not subject any employee to sex-based discrimination, including pregnancy discrimination, under Title VII of the Civil Rights Act and Title I of the Civil Rights Act of 1991.

3. Godwin's Supermarket and its officers, agents, management (including supervisory employees), successors and assigns, and all those in active concert or participation with them, or any of them, agree to refrain from: (i) discriminating against women on the basis of sex; (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 harassing or intimidating any female employee on the basis of her

gender; and/or (iii) creating, facilitating or permitting the existence of a work environment that is hostile to its female employees.

4. Godwin's Supermarket and its officers, agents, management (including supervisory employees), successors and assigns, and all those in active concert or participation with them, or any of them, agree to refrain from engaging in, implementing or permitting any action, policy or practice with the purpose of retaliating against any current or former employee because he or she opposed any practice of sex-based discrimination, including pregnancy discrimination, made unlawful under Title VII; filed a Charge of Discrimination alleging any such practice; testified or participated in any manner in any investigation (including, without limitation, any internal investigation undertaken by Godwin's Supermarket) proceeding, or hearing in connection with this case and/or relating to any claim of sex-based discrimination, including pregnancy discrimination; was identified as a possible witness in this action; asserted any rights under this Consent Decree; or sought and/or received any monetary and/or non-monetary relief in accordance with this Consent Decree.

5. The Notice shall also inform employees where to report violations of Godwin's Supermarket's anti-discrimination policy, the name of the designated company official to whom they should report said 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 sex-based discrimination, including pregnancy discrimination and/or retaliation, change during the term of the Consent Decree such that the information contained in the notice is no longer accurate, Godwin's Supermarket shall immediately prepare and post a

revised notice that contains the correct information. Godwin's Supermarket shall promptly thereafter forward a copy of the revised notice to the EEOC.

6. For each year the Consent Decree is in effect, Godwin's Supermarket agrees it shall maintain a log of all complaints of sex-based discrimination. This log shall include the following information: the name of the complainant; the date of the complaint; the name of the person assigned to investigate the complaint; and the final report and/or a description of the disciplinary action taken in response to the complaint, if any. If no disciplinary action was taken in response to the complaint, the log must also include an explanation for this decision. Godwin's Supermarket shall provide EEOC with a copy of the log, two times per year, on the 1st day of January and the 1st day of July, during the term of the Consent Decree.

7. Godwin's Supermarket agrees to conduct training once per year during the pendency of this Consent Decree for all of its employees, owners and managers, advising them of the requirements and prohibitions of Title VII of the Civil Rights Act of 1964. The training will inform the employees of the complaint procedure for individuals who believe they have experienced discrimination. The training will also advise the employees of the consequences of violating Title VII. The training will also include a specific discussion or instruction relating to the issue of sex-based discrimination, including pregnancy discrimination and retaliation. The training shall be at least two hours in duration. Godwin's Supermarket agrees to give written notice to the EEOC within fourteen (14) days after each training session, providing the following information: (a) the date and location of the training; (b) the list of employees attending; (c) the name of the person providing the training; and (d) the substance of the training.

8. Godwin's Supermarket agrees that it shall impose substantial discipline--up to and including termination, suspension without pay or demotion--upon any supervisor or manager who engages in sex-based discrimination, including pregnancy discrimination, or 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. Godwin's Supermarket shall communicate this policy to all of its supervisors and managers.

9. Godwin's Supermarket agrees that it shall advise all managers and supervisors by providing them with a memo that details their duty to actively monitor their work areas to ensure employees' compliance with the company's anti-discrimination policy, and to report any incidents and/or complaints of sex-based discrimination, including pregnancy discrimination and/or retaliation of which they become aware to the persons charged with handling such complaints.

10. Godwin's Supermarket agrees that it will revise its current supervisor appraisal process to include performance evaluations for the handling of equal employment opportunity issues as an element in supervisor appraisals, and to link such evaluations directly to its supervisor salary/bonus structure.

11. Godwin's Supermarket agrees that it shall include "commitment to equal employment opportunity" as a criterion for qualification for supervisory positions.

12. Within fourteen (14) days after entry of this Consent Decree, Godwin's Supermarket agrees to remove from Jeanette Perry's personnel files all documents, entries and references relating to the following: the facts and circumstances which led to the filing of her charge of discrimination; the charge itself; and the Complaint filed by the EEOC in federal court

based upon her Charge of Discrimination. Godwin's Supermarket shall send a report to the EEOC within ten (10) days after expungement, describing the specific items expunged from Jeanette Perry's personnel file.

13. Godwin's Supermarket agrees that there shall be no discrimination or retaliation of any kind against any person involved in the referenced charge or litigation 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.

14. Defendant Godwin's Supermarket agrees to distribute the Notice attached as "Attachment A" to each current and future employee, stating the following: "This is a copy of Godwin's Supermarket's policy against discrimination. Godwin's Supermarket reiterates its commitment to providing a workplace free of discrimination of any kind. Please read the policy and keep a copy for your records." Defendant Godwin's Supermarket agrees to distribute this policy to each current employee within thirty days after entry of this Consent Decree. New employees will be given a copy of the notice upon hire. This procedure will remain in effect during the two-year pendency of this Consent Decree. The "Notice" also will be posted in prominent and conspicuous locations in each of the Defendant's stores during the two-year pendency of this Consent Decree.

15. Defendant Godwin's Supermarket agrees to pay the gross sum of \$ 25,000.00 to resolve all claims for all damages. Within twenty-one (21) days of the entry of this Consent Decree, Godwin's Supermarket will issue a check, made payable to Jeanette Perry in the above-referenced amount.

16. The payment referenced in paragraph 15, above, shall be made by check, with a copy of the check sent to EEOC attorney Keri L. Mallon, 207 S. Houston Street, Third Floor, Dallas, Texas 75202.

17. Defendant Godwin's Supermarket agrees to report to the EEOC within fourteen (14) days of entry of this Consent Decree regarding its compliance with the agreements set forth in paragraphs 5 through 17, above. Godwin's Supermarket shall report to the EEOC regarding training as specifically outlined in paragraph No. 8.

18. All reports to the EEOC required by this Decree shall be sent to Keri L. Mallon, Senior Trial Attorney, EEOC, 207 S. Houston, Third Floor, Dallas, Texas 75202.

19. If Defendant Godwin's Supermarket fails to tender payment or otherwise fails to timely comply with the terms of paragraphs 18-17, above, Defendant Godwin's Supermarket shall:

- a. Pay interest at the rate calculated pursuant to 26 U.S.C. Section 6621(b) on any untimely or unpaid amounts from date of non-compliance; and
- b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

20. Neither the EEOC nor Defendant Godwin's Supermarket 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 Consent Decree shall be construed to preclude the EEOC from enforcing this Consent Decree in the event that Defendant Godwin's Supermarket fails to perform the promises and representations

contained herein. The EEOC shall determine whether Defendant Godwin's Supermarket has complied with the terms of this Consent Decree and shall be authorized to seek compliance with the Consent Decree through civil action in the United States District Court.

21. The term of this Consent Decree shall be for two (2) years.

22. The parties to this Consent Decree agree to bear their own attorney's fees associated with the above-referenced Complaint.

SO ORDERED, ADJUDGED AND DECREED this 11th day of May,

2004.



U.S. DISTRICT COURT JUDGE

AGREED AS TO FORM AND SUBSTANCE:

Signed this 26 day of April, 2004.

FOR THE PLAINTIFF:



ROBERT A. CANINO
Regional Attorney
Oklahoma State Bar No. 011782

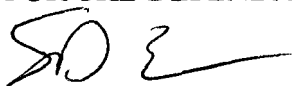
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FOR THE DEFENDANT:



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CONSENT DECREE