

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF INDIANA
INDIANAPOLIS DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
)	
and ALLESHA COLLINS,)	CIVIL ACTION NO.
)	
Plaintiff Intervenor,)	1:05-cv-0970-DFH-WTL
)	
v.)	
)	
DAVIS HOMES, LLC)	
)	
Defendant.)	
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CONSENT DECREE

Civil Action No. 1:05-CV-0970-DFH-WTL was instituted by the Equal Employment Opportunity Commission (“EEOC” or “Commission”) under the authority granted to it under Sections 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-5(f)(1) and (3) and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a. The Commission’s action was brought to correct alleged unlawful employment practices on the basis of retaliation. Plaintiff Intervenor (“Collins”) intervened, alleging unlawful race discrimination in employment against Defendant under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e et seq., as amended (“Title VII”), and §1981 of the Civil Rights Act of 1866 (“Section 1981”). Collins also asserts a claim for unpaid commission, liquidated damages and attorney fees against Defendant under the wage claim statutes Indiana Code §§22-2-9-2 and 22-2-5-2. Davis

denies these allegations and this Consent Decree does not constitute any admission by Davis Homes that any action that Davis took with respect to Collins was wrongful, unlawful, or in violation of any local, state, or federal law, rule, regulation, or constitution.

The Commission, Collins and the Defendant, Davis Homes, LLC (“Davis”), hereby stipulate to the jurisdiction of the Court over the parties and the subject matter of this action.

The Commission, Collins and Davis have advised this Court that they desire to resolve Civil Action No. 1:05-CV-0970-DFH-WTL without the burden and expense of further litigation.

It is, therefore, the finding of this Court, based on the pleadings and the record as a whole that the applicable requirements of Title VII will be carried out by the implementation of this Decree, and this Decree resolves the issues raised by the Complaints of the Commission and Collins.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. Defendant agrees that it will not discriminate against employees on the basis of race.

2. Defendant agrees that there will be no discrimination or retaliation of any kind against any person because of opposition to any practice made unlawful under Title VII, or because of the filing of a charge, the giving of testimony, assistance, or participation in any manner in an investigation, proceeding or hearing under Title VII.

3. Defendant agrees that terminated employees will not be required to waive their right to file a charge of discrimination, in order to receive pipeline commissions.

4. Defendant agrees to post the Notice of Non-Discrimination Policy attached as Appendix A to this Decree in a conspicuous place at its offices. Said notice shall remain posted

throughout the term of this Decree.

5. Defendant agrees to pay Allesha Collins, or her heirs and assigns in the event of her death, the total sum of thirty nine thousand three hundred seventy five dollars (\$39,375.00), as follows: (1) a check (and W-2) to Allesha Collins in the amount of \$14,125.31, less applicable federal, state, and local withholding taxes, in full settlement of Allesha Collins' claim for lost wages (Defendant shall not deduct from this amount the employer's share of any costs, taxes or social security required by law to be paid by the Defendant); (2) a check (and form 1099, when available) in the amount of \$9,499.69 to Allesha Collins, in full settlement of Allesha Collins' claim for compensatory, punitive and/or liquidated damages; and (3) a check (and form 1099 to Collins and LaRue, when available) in the amount of \$15,750 to Denise LaRue, in full settlement of Allesha Collins' claim for attorneys fees and expenses. Upon entry of this Decree, the EEOC or counsel for Allesha Collins will forward a release (Appendix B) to Ms. Collins for her execution. When the executed release is received, the EEOC or counsel for Collins will transmit to defense counsel, by facsimile, a copy thereof. Defendant agrees to issue the above referenced checks to counsel for Collins within five business days of both entry of the Consent Decree and receipt of the executed release. Proof of delivery shall be sent to the Commission within 15 days of exchange said checks. Upon receipt of proof of delivery, the EEOC or counsel for Collins shall forward the original release to counsel for Davis.

6. Within thirty (30) days of the date of entry of this Decree, the Defendant agrees to provide Allesha Collins with a signed letter of reference, attached as Appendix C to this Decree.

7. Within thirty (30) days of the date of entry of this Decree, the Defendant agrees to implement or to have implemented an anti-retaliation policy. The Defendant agrees that the

policy will or has been included in an employees' manual or other printed memorandum which will or have been distributed to each employee. The Defendant agrees that the anti-retaliation policy will be explained to each employee at the time he or she receives the written copy of the policy. Employees subsequently hired shall have the policy explained to them at the time of hire.

8. Defendant agrees to submit reports to EEOC detailing their compliance with this Decree. Within sixty (60) days of the date of this Decree, Defendant will certify to the EEOC Regional Attorney that the distribution and explanation of the anti-retaliation policy to employees has been completed and provide EEOC with a copy of the personnel manual or memoranda containing the policy prohibiting retaliation. Defendant will also report to the EEOC in accordance with paragraph 5. Reports shall be sent to the attention of Laurie A. Young, Regional Attorney, or her successor, Equal Employment Opportunity Commission, 101 W. Ohio Street, Suite 1900, Indianapolis, Indiana, 46204.

9. The Defendant agrees that the Commission may review compliance with this Decree. As part of such review, the EEOC may inspect the premises, interview employees, examine and copy documents.

10. In the event that EEOC alleges that a violation of this Decree has occurred, prior to exercising any remedy provided by law, EEOC will give notice in writing thereof, specifically identifying the alleged violation to Defendant. The Defendant will have thirty (30) days in which to investigate and respond to the allegation. Thereafter, the parties will have a period of thirty (30) days, or such additional period as may be agreed upon by them, in which to negotiate and confer regarding such allegation, before Plaintiff exercises any remedy provided by law.

11. The term of this Decree shall be for three (3) years following the date of the entry

of this Decree.

12. All parties will bear their own costs.

13. RETENTION OF JURISDICTION BY COURT The Court shall retain jurisdiction of this cause throughout the duration of this Decree for purposes of monitoring compliance with this Decree and entry of such further orders as may be necessary or appropriate.

3/24/2006

Date



DAVID F. HAMILTON, JUDGE
United States District Court
Southern District of Indiana

Copies to:

Nancy Dean Edmonds
Equal Employment Opportunity
Commission
101 W. Ohio Street, Suite 1900
Indianapolis, IN 46204

Denise K. LaRue
Jeffrey B. Halbert
Haskin Lauter LaRue & Gibbons
255 N. Alabama St.
Indianapolis, IN 46204

Stephen W. Lyman
Craig M. Williams
Jonathan C. Bumgarner
HALL, RENDER, KILLIAN, HEATH, & LYMAN, P.C.
One American Square
Box 82064
Suite 2000
Indianapolis, Indiana 46282



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Indianapolis District Office

101 West Ohio Street
Suite 1900
Indianapolis IN 46204-4203
PH: (317) 226-7212
TDD: (317) 226-5162
FAX: (317) 226-7953

EMPLOYEE NOTICE
NOTICE TO ALL EMPLOYEES OF
DAVIS HOMES, LLC

1. Federal law requires that there be no discrimination against any employee because of the employee's race, color, religion, sex, national origin, age (over 40) or disability.
2. The Civil Rights Act of 1964 ("Title VII") prohibits employers from discriminating against employees because they have exercised their rights, reported an alleged violation under the law or have given testimony, assistance or participation in any investigation, proceeding or hearing conducted by the U.S. Equal Employment Opportunity Commission.
3. Davis supports and will comply with such Federal law in all respects and will not take any actions against employees because they have exercised their Title VII rights.
4. An employee may contact the U.S. Equal Employment Opportunity Commission at the address listed above for the purpose of filing a charge of employment discrimination.

THIS IS AN OFFICIAL NOTICE AND SHALL NOT BE DEFACED BY ANYONE

This notice must remain posted for thirty six (36) months from the date of posting and may not be altered, defaced or covered by any other material.

APPENDIX A

RELEASE

In consideration of the payment to me by Davis Homes, LLC (“Davis”) of \$ _____, and in consideration of the Consent Decree agreed to by the Equal Employment Opportunity Commission, myself and Davis in Civil Action 1:05-CV-0970-DFH-WTL entered by the Court on the _____ day of _____, 2006, of which this Release is a part, I, Allesha Collins, hereby fully and forever release and discharge Davis, its successors and assigns, including its present and former directors, officers, employees and agents, from any claim or obligation based on alleged discrimination in violation of Title VII, which was or could have been raised in Civil Action No. 1:05-CV-0970-DFH-WTL.

I have read this Release and I execute it voluntarily, without coercion or threat of reprisal.

IN WITNESS WHEREOF, this Release is signed and executed by me on the _____ day of _____, 2006.

County of)
)SS
State of)

Subscribed and sworn to before me this _____ day of _____, 2006.

Notary Public

My Commission Expires: _____

County and State of Residence: _____

APPENDIX B

To Whom it May Concern:

Allesha Collins was employed by Davis Homes, LLC from December 9, 2002 until March 29, 2004 and held the position of Sales Manager/Consultant. During her employment Ms. Collins was recognized for her performance as follows:

Twice nominated for Davis Homes "Allstars";

Bonus Award Winner, December 2003;

Spec Home Contest Award Winner, January 2004;

2003 Top 10 Net Sales Volume Award Certificate, January 2004;

2003 Million Dollar Sales Person Award Certificate, January 2004.

Very Truly Yours

Jean A. Hawkins
Human Resources and Benefits Coordinator
Davis Homes, LLC

APPENDIX C