

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
FORT WAYNE DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
and)
)
BRENDA GILL)
)
)
Plaintiff-Intervenor,)
) CAUSE NO. 1:06-CV-326 RM
vs.)
)
EAGLE CONTRACTING, INC.,)
)
)
Defendant)

CONSENT DECREE

The parties having advised the court that they desire to resolve the remaining allegations in the complaint without the burden, expense, and delay of further litigation, the court now GRANTS their joint motion for entry of a consent decree [Doc. No. 21].

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. Eagle Contracting, Inc. agrees that:
 - a. it will not discriminate against employees because they are pregnant;

- b. it will not engage in any act, policy or practice that has the purpose or effect of discriminating against employees or applicants for employment on the basis of sex; and
- c. it will not discriminate or retaliate in any way against any person because of opposition to a 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.

2. To resolve this matter without the burden and expense of further litigation, Eagle Contracting, Inc. agrees to pay \$30,000.00 to Brenda Gill in settlement of this cause of action. Of this amount, \$12,000.00 shall be paid to Christopher C. Myers as attorney fees and an IRS Form 1099 will be issued to Christopher C. Myers; \$8,000.00 shall be paid to Brenda Gill as compensatory damages and an IRS Form 1099 will be issued to Brenda Gill; and \$10,000.00 shall be paid to Brenda Gill, less applicable payroll taxes and shall be treated for tax purposes as wages for which an IRS Form W-2 shall be issued to Brenda Gill. Eagle Contracting, Inc. agrees not to deduct from the compensatory damage settlement amount of \$8,000.00 the amount of the employer's share of any costs, taxes or social security required by law to be paid by Eagle Contracting, Inc. All payments shall be made by check and made payable to Brenda Gill and sent to her counsel. Thirty days from the entry of this consent decree by the court, the Commission will forward a release to Brenda Gill for her execution. A copy of the

release is attached hereto as appendix A. The Commission will notify counsel for Eagle Contracting, Inc. on receipt of the release executed by Brenda Gill. Then, within forty-five days from the entry of this consent decree by the court, or within five days of the Commission's notification that it has received the release signed by Ms. Gill, whichever is later, Eagle Contracting, Inc. shall mail the settlement check to Ms. Gill. Eagle Contracting, Inc. shall mail a copy of Ms. Gill's check and proof of its delivery to Ms. Gill (a signed certified mail receipt) to the Commission in the care of Laurie A. Young, regional attorney, or her successor, Equal Employment Opportunity Commission, 101 W. Ohio Street, Suite 1900, Indianapolis, Indiana, 46204. The Commission shall forward Ms. Gill's release to Eagle Contracting, Inc.'s counsel upon receipt of proof of delivery of the check to Ms. Gill.

3. Eagle Contracting, Inc. agrees to post the notice of non-discrimination policy attached as appendix B to this decree in a conspicuous place on its premises. Said notice shall remain posted throughout the term of this Decree.

4. Eagle Contracting, Inc. agrees to eliminate from the record of Brenda Gill all reference to her charge of discrimination and participation in this suit and shall make no reference to such charge or participation in the event that it is contacted for references. This provision survives the expiration of the Consent Decree.

5. Eagle Contracting, Inc. agrees to notify all of its current and future employees who possess hiring and firing authority that discrimination because of

pregnancy violates Title VII and that pregnancy is not a factor to be considered in any employment decision.

6. Eagle Contracting, Inc. agrees that its owners, managers and supervisors shall attend a training seminar regarding sex discrimination (including but not limited to pregnancy discrimination). Said individuals must attend a seminar within twelve months from the date of entry of this decree. Thirty days prior to the date of the seminar, Eagle Contracting, Inc. shall provide notice to the Commission regarding the date, time and place of the seminar, and shall send to the Commission a copy of the seminar program. The Commission may provide reasonable input on the content of the program.

7. Eagle Contracting, Inc. agrees to submit reports to the Commission detailing its compliance with this decree.

a. Within sixty days of the date of this decree, Eagle Contracting, Inc. will certify to the EEOC regional attorney Laurie A. Young that it has informed its employees that pregnancy is not a factor to be considered when making any employment decision;

b. In addition, four annual reports shall be submitted during the term of this decree. The first report shall be due on June 30, 2007 and the subsequent reports shall be mailed to the Commission no later than June 30th of each year covered by the decree. The report shall include the following information for the twelve month period preceding the report: the name, position, home address, home

telephone number and reason for discharge of all employees who are discharged during their pregnancy.

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.

8. Eagle Contracting, Inc. agrees that the Commission may review compliance with this decree. As part of such review, the Commission may inspect the premises, interview employees, and examine and copy documents.

9. In the event that the Commission alleges that a violation of this decree has occurred, prior to exercising any remedy provided by law, the Commission will give notice in writing by certified mail, specifically identifying the alleged violation to Eagle Contracting, Inc. Eagle Contracting, Inc. will have thirty days in which to investigate and respond to the allegation. Thereafter, the parties will have a period of thirty days, or such additional period as may be agreed upon by them, in which to negotiate and confer regarding such allegation, before the Commission exercises any remedy provided by law.

10. The Commission and Eagle Contracting, Inc. shall each bear their own costs and attorney fees.

11. The term of this decree shall be for five years following the date of the entry of this decree.

12. RETENTION OF JURISDICTION BY COURT: The court will 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.

Entered: February 21, 2007

/s/ Robert L. Miller, Jr.
Chief Judge
United States District Court

APPENDIX A

RELEASE

In consideration of the payment to me by Eagle Contracting, Inc. of \$30,000.00 (less any applicable taxes or withholdings), and in consideration of the Consent Decree agreed to by the Equal Employment Opportunity Commission and Eagle Contracting, Inc. in Civil Action No. 1:06-CV-00326-RLM-RBC, entered by the Court on the _____ day of _____, 2007, of which this Release is a part, I, Brenda Gill, hereby fully and forever release and discharge Eagle Contracting, Inc., its successors and assigns, including its present and former directors, officers, employees and agents, from any claim or obligation based on the claim that Eagle Contracting, Inc. terminated my employment due to my pregnancy in violation of Title VII, as raised in Civil Action No. 1:06-CV-00326-RLM-RBC.

I agree that I will be solely and individually responsible for paying any and all taxes (including FICA or otherwise) which may be due and owing, if any, as a result of Defendant's payment of the sum set forth above. I acknowledge that I have not relied on any representations made by Defendant or the EEOC relating in any way to the tax treatment of the payments pursuant to this agreement.

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 _____, 2007.

Brenda Gill

County of)
)SS
State of)

Subscribed and sworn to before me this _____ day of _____, 2007.

Notary Public

APPENDIX B

EMPLOYEE
NOTICE

NOTICE OF NON-DISCRIMINATION POLICY

Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's race, color, religion, sex, national origin, age (over 40) or disability.

Federal law also prohibits discrimination in the workplace against employees because of their pregnancy. More specifically, pregnancy is not a factor to be considered in any employment decision.

Eagle Contracting, Inc. supports and will comply with such Federal law in all respects and will not take any actions 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.

An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination in the workplace. An employee may contact the U. S. Equal Employment Opportunity Commission for the purpose of filing a charge of employment discrimination.

Questions concerning this notice may be addressed to:

Equal Employment Opportunity Commission
101 W. Ohio St., Suite 1900
Indianapolis, Indiana 46204-4203
Telephone: (317) 226-7212
EEOC 800 # 1-800-669-4000
TDD (317) 226-4162