

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
)	
vs.)	CASE NO.: 4:04:CV01087 HEA
)	
)	
WHELAN SECURITY CO., INC.,)	
)	
Defendant.)	

CONSENT DECREE

Introduction

Plaintiff Equal Employment Opportunity Commission (hereinafter the "Commission") has instituted this action alleging that Whelan Security Co. (hereinafter "Defendant") discriminated against Caprice Walker in violation of Title VII of the Civil Rights Act of 1964 (hereinafter "Title VII") by removing her from her job as a fare inspector because she was pregnant.

For purposes of settlement and compromise only, the parties have advised the Court that they wish to resolve the instant controversy without the expense, delay, and burden of further litigation;

THEREFORE, it is the finding of this Court, made on the pleadings and on the record as a whole and upon agreement of the parties, that: (I) this Court has jurisdiction over the parties to and the subject matter of this action, (ii) the requirements of Title VII will be carried out by the implementation of this Decree, (iii) this Decree is intended to and does resolve all matters in

controversy in this lawsuit among the parties, and (iv) the terms of this Decree constitute a fair and equitable settlement of all issues in this lawsuit.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

I. General Provisions

1. This Decree, being entered with the consent of the parties for purposes of settlement and in order to avoid any further litigation costs by Defendant in its defense of this suit, shall not constitute an adjudication on the merits of this lawsuit and shall not be construed as an admission by Defendant of any violation of Title VII or any executive order, law, rule or regulation dealing with or in connection with retaliation and/or sex discrimination in employment or of any wrongful, illegal or discriminatory act in connection with the employment of Caprice Walker.

2. Defendant agrees that it shall continue to act in accordance with the applicable laws and, therefore, shall not discriminate against its employees with respect to hiring, promotion, firing, compensation, scheduling or other terms, conditions or privileges of employment on the basis of pregnancy and/or sex.

3. Defendant agrees that it shall continue to act in accordance with the applicable laws and, therefore, shall not discriminate or retaliate against any person because he or she: (a) has opposed any practices alleged in this lawsuit as unlawful under Title VII, (b) has participated in any investigation conducted under Title VII connected with or leading up to this lawsuit; (c) has participated in this lawsuit; or (d) has benefitted or will benefit in any way as a result of this Consent Decree.

II. Relief for Charging Party

5. Within thirty (30) days of the entry of this decree, Defendant shall forward to Caprice Walker:

- a. A check for back pay in the amount of \$5,000.00, less any deductions for the employee's portion of FICA and applicable federal and state income tax withholdings;
- b. A check for compensatory damages in the amount of \$45,000.00; and
- c. A statement itemizing the deductions made from the back pay.

6. Defendant agrees to reimburse Ms. Walker for up to \$200.00 in attorney's fees so that she may consult a private attorney prior to signing a separate agreement entered between Defendant and Ms. Walker releasing any and all claims that Ms. Walker may have against Defendant.

7. Defendant shall forward copies of the checks with the statement of deductions, referenced in paragraph 5 above, to the Regional Attorney, Equal Employment Opportunity Commission, 1222 Spruce, Room 8.100, St. Louis, Missouri 63103.

8. Within ten (10) days of the entry of this decree, Defendant shall draft a letter of reference for Caprice Walker on company letterhead which contains the language set forth in Exhibit A attached hereto, and cause it to be signed by the appropriate company official and forwarded to the Regional Attorney, Equal Employment Opportunity Commission, 1222 Spruce, Room 8.100, St. Louis, Missouri 63103.

III. Training

9. Within sixty (60) days after the entry of this Decree, Defendant shall provide

mandatory EEO training for all of its managers in the St. Louis area. The content of this training shall relate to pregnancy and sex discrimination. The training will be provided by an outside contractor of Defendant's choosing who will submit its training materials for approval by the Regional Attorney of the EEOC's St. Louis District Office.

10. Within thirty (30) days of providing any EEO training pursuant to paragraph 9, Defendant shall send to the EEOC's Regional Attorney in its St. Louis Office a report listing the names and job titles of all managers who completed the training.

IV. Posting and Policies

11. Defendant shall post and cause to remain posted copies of the notice attached hereto as Exhibit B at its corporate offices in those locations where Defendant displays its equal employment opportunity posters and other information relating to employment for a period of (2) years starting from the date of entry of this Decree.

12. Within thirty (30) days of the entry of this Decree, Defendant shall cause the policy attached hereto as Exhibit C to be signed by Defendant's President. Exhibit C shall be made a part of the training referred to in Paragraph 9 above and shall be made a part of Defendant's Instruction Manual within twelve (12) months following the entry of this Decree.

V. Reporting, Record-keeping, and Access

13. Within seventy-five (75) days of the entry of this Decree, Defendant shall prepare and submit to the EEOC's Regional Attorney in its St. Louis District Office a letter indicating as follows:

- a. That Exhibit B has been posted as required by Paragraph 11, above;
- b. That the training required by Paragraph 9 above has been completed; and

c. That Exhibit C has been signed as required by Paragraph 12 above.

14. Within six (6) months of the date of entry of this Decree and every 6 months thereafter for the duration of this decree, Defendant shall prepare and submit to the EEOC's Regional Attorney in its St. Louis Office, a report listing the name of each female employee who notified Defendant that she was pregnant, the date of such notification; her job title, whether or not she was removed from her job assignment, was terminated or was involuntarily required to take a medical or FMLA leave; reason(s) why she was removed from her job assignment, terminated or required to take medical or FMLA leave, if applicable, and date of such action.

15. During the term of this Decree, Defendant shall allow representatives of the Commission to review Defendant's compliance with this Decree by inspecting and photocopying relevant documents and records, interviewing employees and management officials on their premises, and inspecting their premises. Such review of compliance shall be initiated by written notice to the Defendant's attorney of record at least three (3) business days in advance of any inspection of Defendant's documents or premises.

VI. Term and Effect of Decree

16. The term of this Decree shall be eighteen (18) months.

17. By entering into this Decree, the parties do not intend to resolve any charges of discrimination currently pending before the Commission other than the charge that created the procedural foundation for the complaint in this case.

18. This Decree shall be binding upon the parties hereto, their successors and assigns. Defendants shall affirmatively notify any purchasers of the obligations of this Consent Decree prior to any sale which may take place.

19. The Court shall retain jurisdiction of this cause for purposes of compliance and enforcement.

20. Each party shall bear its own costs.

Dated this 6th day of June, 2005.



HENRY EDWARD AUTREY
UNITED STATES DISTRICT

JUDGE
BY CONSENT:

FOR DEFENDANT:

/s/ Craig J. Hoefer
Attorney for Defendant

GALLOP, JOHNSON & NEUMAN, L.C.
101 South Hanley, Suite 1700
St. Louis, MO 63105
(314) 615-6000
(314) 615-6001 (FAX)

FOR PLAINTIFF:

/s/ Robert G. Johnson
ROBERT G. JOHNSON
Regional Attorney

/s/ Barbara A. Seely
BARBARA A. SEELY
Supervisory Trial Attorney
Equal Employment Opportunity
Commission
1222 Spruce St., Room 8.100
St. Louis, MO 63103
(314) 539-7916
(314) 539-7895 (Fax)

EXHIBIT A

(On Company Letterhead)

To Whom it May Concern:

Caprice Walker was continuously employed by Whelan Security Company, Inc. from May 24, 2000, to June 19, 2003. Ms. Walker worked this entire period as a security officer for Whelan. Throughout her employment, Ms. Walker performed her job well. Ms. Walker voluntarily left her employment with Whelan for family reasons.

We wish her success in the future.

Sincerely,

President

Whelan Security Company, Inc.

EXHIBIT B

(On Company letterhead)

NOTICE TO EMPLOYEES

Federal law prohibits discrimination against any employee or applicant for employment because of pregnancy. Applicants or employees who are pregnant may not be discriminated against with respect to hiring, promotion, firing, compensation, or other terms, conditions or privileges of employment and they may not be removed from their assignments if their physicians release them to work.

Whelan Security Co., Inc. is committed to complying with such Federal law in all respects and will not discriminate against applicants and employees because they are pregnant.

Date

President
Whelan Security Company, Inc.

EXHIBIT C

PREGNANCY

Applicants and employees who are pregnant when they apply for employment or who become pregnant while employed by Whelan Security Co., Inc. will be not be discriminated against with respect to hiring, promotion, firing, compensation, or other terms, conditions or privileges of employment. A pregnant employee will be treated the same as any employee with a temporary disability and will be permitted to continue to work in her job with a written release from her physician.

Date

President
Whelan Security Co., Inc.