

IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

and

CHRISTINA WINKLEMAN

Intervenor

v.

HORN SEED COMPANY, INC.

Defendant.

CIVIL ACTION NO.

CIV 98 810R

**FILED**

AUG 31 1998

ROBERT D. DENNIS, CLERK  
U.S. DIST. COURT, WESTERN DIST. OF OKLA.  
BY [Signature] DEPUTY

**DOCKETED**

CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and between the Equal Employment Opportunity Commission ("EEOC"), Christina R. Winkleman and Horn Seed Company in the United States District Court for the Western District of Oklahoma, Civil Action No. CIV-98-810-R, based upon a charge of discrimination filed by Christina Winkleman against Horn Seed Company.

The above referenced action alleges that Horn Seed Company violated Sections 703 and 704 of Title VII of the Civil Rights Act

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of 1964 ("Title VII"), 42 U.S.C. Sections 2000e-2 and 2000e-3, by subjecting Christina Winkleman to a sexually hostile work environment. Horn Seed Company denies that it has violated Title VII or subjected Christina Winkleman to a sexually hostile work environment. The parties hereto desire to compromise and settle the differences embodied in the aforementioned lawsuit, and intend that the terms and conditions of the compromise and settlement be set forth in this Consent Decree ("Consent Decree").

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. 311-97-0561. This Decree further resolves all claims in the Complaint filed by the EEOC in this civil action. The EEOC and Ms. Winkleman waive further litigation on the claims raised in the above referenced Complaint and Charge.

2. This Consent Decree does not constitute an admission by Horn Seed of any violation of Title VII.

3. Horn Seed Company agrees that it shall conduct all employment practices in a manner which does not subject any employee to sexual harassment or a hostile work environment in violation of Title VII of the Civil Rights Act of 1964.

4. Horn Seed Company agrees that there shall be no discrimination or retaliation of any kind against any person

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.

5. Horn Seed Company agrees to provide a copy of its new policy prohibiting sexual harassment, attached to this Consent Decree as Attachment B, to each current employee, and agrees to provide a copy of such policy to each new employee at the time of hire.

6. Horn Seed Company agrees to post the Notice appended hereto as Attachment A on its employee bulletin board at each Horn Seed Company location within seven (7) days after this Consent Decree has been approved by the Court. Horn Seed Company will report to the EEOC that it has complied with this requirement within 14 days after posting the notices. The notices shall remain posted for a period of three years.

7. Horn Seed Company agrees to conduct training for all employees, advising them of the requirements and prohibitions against sexual harassment under Title VII. The training shall also address the prohibition against retaliatory treatment under Title VII against employees who complain internally about discrimination, including sexual harassment, or who participate in any way in the filing and/or investigation of an EEOC charge. The training will inform the employees of the complaint procedure. The training will also advise employees, including supervisors and managers, of the consequences of violating Title VII. The training shall be at

least two hours in duration and shall be conducted during each year of this Consent Decree. No less than 10 days before the training is conducted, Horn Seed Company agrees to give written notice to the EEOC as to the date and location of the training, the name of the person providing the training and the substance of the training.

8. Horn Seed Company agrees to provide a neutral letter of reference to Christina Winkleman within 10 days after Court approval of this Consent Decree.

9. Horn Seed Company agrees to purge all personnel files of Christina Winkleman of all references to this lawsuit, the charge of discrimination upon which this lawsuit is based and the facts and circumstances that led to the filing of the charge.

10. A written reprimand has been placed in the personnel file of Mark Whittenberg stating that any further incidents of sexual harassment will result in dismissal.

11. Horn Seed Company agrees to make a total award of \$40,000.00 in monetary relief to Christina Winkleman by cashier's check made payable to Christina Winkleman and J. Rick Faling within seven (7) days after approval of this Consent Decree by the Court. The check shall be sent by certified mail to the Stipe Law Firm, 4111 N. Lincoln, P.O. Box 53567, Oklahoma City, OK 73152.

12. If Horn Seed Company fails to tender payment or otherwise fails to timely comply with the terms of paragraph 9, above, Horn Seed Company shall:

a. Pay interest at the rate calculated pursuant to 26

U.S.C. Section 6621(b) on any untimely or unpaid amounts; and

b. Bear any additional costs incurred by the EEOC

caused by the non-compliance or delay of the defendant.

The EEOC also reserves the right to seek contempt sanctions for non-payment and non-compliance with this Court Order and Judgment.

13. All reports to the EEOC required by this Decree shall be sent to Toby Costas, Legal Unit, EEOC, 207 S. Houston, Dallas, Texas 75202.

14. No party 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 any party to bring an enforcement action upon breach of any term of this Consent Decree by any party. Nothing in this Decree shall be construed to preclude the Commission from enforcing this Decree in the event that Horn Seed Company fails to perform the promises and representations contained herein. The Commission shall determine whether Horn Seed Company 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.

15. The parties agree to bear their own costs associated with this action.

16. The term of this Decree shall be for three (3) years.

SO ORDERED, ADJUDGED AND DECREED this 31<sup>st</sup> day of


August, 1998.


  
U.S. DISTRICT COURT JUDGE

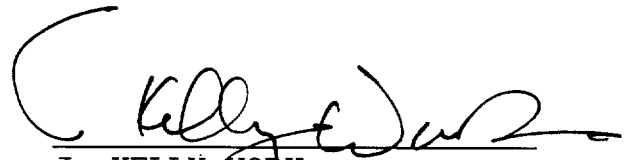
APPROVED AS TO FORM AND SUBSTANCE:

Counsel for the Plaintiff EEOC:

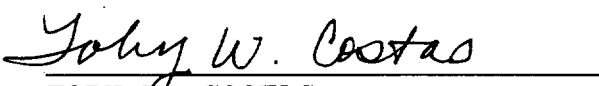
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CONSENT DECREE

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