

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF MISSOURI
SOUTHWESTERN DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY)	
)	
COMMISSION,)	
)	
Plaintiff,)	
and)	
)	
APRIL ANDREWS,)	
)	
Plaintiff-Intervenor)	
)	CASE NO.: 03-05010-RED
)	
)	
MAY'S DRUG STORES, INC.,)	
)	
)	
)	
Defendant.)	

CONSENT DECREE

Introduction

Plaintiff, Equal Employment Opportunity Commission (hereinafter the "Commission"), has instituted this action alleging that May's Drug Stores, Inc. ("May's Drug") violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e et seq. (hereinafter "Title VII") by sexually harassing April Andrews and constructively discharging her because of sexual harassment. April Andrews has intervened in this lawsuit, alleging violations of Title VII, and other claims under Missouri state law. May's Drug has filed an Answer denying the allegations of the Commission and Andrews, alleging that Andrews unreasonably failed to report any alleged harassment and asserting that at all relevant times May's Drug acted reasonably and prudently.

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, shall not constitute an adjudication on the merits of this lawsuit and shall not be construed as an admission by May's Drug of any violation of Title VII or claims made under Missouri state law, or any executive order, law, rule or regulation dealing with or in connection with sex discrimination in employment.

2. May's Drug agrees that it shall adhere to the provisions of Title VII including not to discriminate or retaliate against any person because she has opposed any practices alleged in this action as unlawful under Title VII, has participated in an investigation conducted under Title VII with respect to this complaint, or has participated in this lawsuit or benefitted in any way as a result of this Consent Decree.

II. Relief for Charging Party

1. May's Drug shall pay a total of \$60,000 in full and complete satisfaction of all claims of the Commission and April Andrews. Within ten (10) days after entry of this Decree, May's Drug will mail two checks to April Andrews. One check shall be made payable to April Andrews in the amount of \$1,000, which shall be for alleged back pay damages, less the employee's share of any applicable deductions for FICA, Medicare and federal and state income tax withholdings. The remaining \$59,000, will be payable to April Andrews for her remaining claims. May's Drug shall provide a copies of the checks and a withholding statement to the Commission's attorney of record.

2. Within thirty (30) days of the entry of this Decree, May's Drug will prepare a letter in the form shown in Exhibit A on appropriate May's Drug Stores, Inc. letterhead, and will make a signed copy of the resulting letter part of the permanent employment record of April Andrews. Moreover, May's Drug will send the original signed Exhibit A to Steven Hays, attorney for April Andrews. Andrews will direct all employment inquiries to May's Drug Human Resource Department, c/o Human Resource Director. In response to such inquiries, May's Drug's Human Resource Department will limit its response to the information contained in this letter, which shall be available to the prospective employer and a copy provided, if requested.

3. If, during the term of this Decree, May's Drug receives any complaints (whether formal or informal) or allegations that Charles Brashers has engaged in sexual harassment in violation of Title VII of the Civil Rights Act of 1964, May's Drug shall provide written notice to the Commission within five (5) days of receipt of the information.

III. Training

1. Within 90 days after entry of the Consent Decree by the Court, the May's Drug shall begin the process of providing mandatory EEO training for all of its officers of the company (regardless of location), managers, supervisors and employees within any facility owned and operated by May's Drug Stores, Inc. in Joplin, Missouri. The content of this training shall include sexual harassment and sex discrimination under Title VII of the Civil Rights Act. This training shall be presented by an outside, third-party consultant who is approved by the Commission. The training shall include information regarding Title VII's prohibition against the sexual harassment of employees, and shall be at least 2 ½ hours in duration. May's Drug shall make a good faith effort to complete the training within 9 months of the date of this Decree.

2. Within 60 days of providing any training pursuant to this section, May's Drug shall send to the Commission a summary of the topics covered in the training and a list which includes the names of all May's Drug's officers and employees who attended the training.

IV. Posting and Policies

1. May's Drug shall continue to post all federally and state requested EEO notices at locations visible to all employees in all facilities owned and operated by May's Drug, within Joplin, Missouri.

2. Within thirty (30) days of the entry of this Decree, May's Drug shall distribute its sexual harassment policy, to each and every management official and employee employed at any facility owned and operated by May's Drug in Joplin, Missouri.

V. Reporting, Record-keeping, and Access

1. May's Drug shall prepare and submit to the Commission a letter indicating as follows:

- a. that the Sexual Harassment Policy has been distributed as required by section IV, paragraph 2, above, and
- b. that the training required by section III, paragraph 1 above has been completed.

2. May's Drug shall prepare and submit two reports to the Commissions' attorney of record during the duration of this Decree. Each report is due at the end of the first and second year and shall contain the following information with respect to each female employee (an employee is a person who has been employed with May's Drug during the preceding year at Charles Brashers' store) hired during the relevant reporting period:

- a. Each employees' name, last known residential phone number, last known residential address; and
- b. Any sexual harassment complaints received by management at Charles Brashers' store.

May's Drug agrees to cooperate with the Commission's request for additional information regarding any complaints of discrimination at Charles Brashers' store.

3. During the term of this Decree May's Drug shall allow representatives of the Commission to review May's Drug'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 May's Drug's attorney of record at least three (3) business days in advance of any inspection of a May's Drug's documents or premises.

VI. Term and Effect of Decree

1. By entering into this Decree the parties do not intend to resolve any charges of discrimination other than Ms. Andrews' charge currently pending before the Commission that created the procedural foundation for the complaint in this case. As of the date of this Decree, the Commission is unaware of any other pending charges against May's Drug Stores, Inc. d/b/a Drug Warehouse.

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

3. This Decree shall be for a period of two (2) years: During the Decree's term the Court shall retain jurisdiction of this cause for purposes of compliance.

4. Within 10 days of the entry of this Decree, May's Drug shall pay plaintiff April Andrews' attorneys fees by issuing a check payable to Steven A. Hays in the amount of \$15,000. Each party shall bear its own costs.

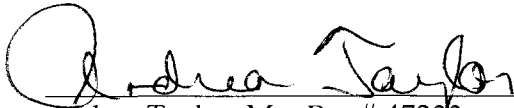
DATE: 3/26/04


U.S. DISTRICT JUDGE

BY CONSENT:

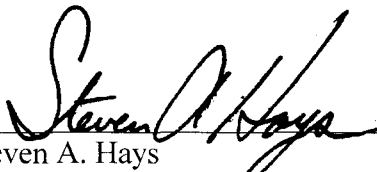
ROBERT G. JOHNSON
Regional Attorney

DONNA L. HARPER
Supervisor Trial Attorney



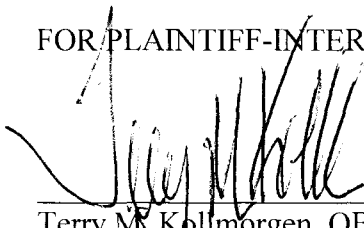
Andrea Taylor, Mo. Bar # 47233
Senior Trial Attorney
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Kansas City Area Office
400 State Avenue, Suite 905
Kansas City, Kansas 66101
(913) 551-5844
FAX: (913) 551-6957

FOR PLAINTIFF EQUAL EMPLOYMENT OPPORTUNITY COMMISSION



Steven A. Hays
STEVEN A. HAYS, P.C.
622 Main
Joplin, Missouri 64801

FOR PLAINTIFF-INTERVENOR APRIL ANDREWS



Terry M. Kollmorgen, OBA #13713
Patrick D. O'Connor, OBA #6743
James E. Maupin, OBA #14966
401 S. Boston Avenue, Suite 1100
Tulsa, Oklahoma 74103
Telephone: (918) 582-5281
Telecopier: (918) 585-8318

FOR DEFENDANT MAY'S DRUG STORES, INC.

EXHIBIT A

LETTER OF REFERENCE

May's Drug Stores, Inc. Letterhead

To Whom it May Concern:

April Andrews was employed at the 32nd and Main store between January 2000 until her voluntary resignation in January 2001. Her attendance was regular. Her performance was consistently good and she was promoted during her tenure.

Sincerely,

May's Drug Stores, Inc. Human Resource Director
Cherie Decker