

FILED

APR - 7 2004

LARRY W. PROPPS, CLERK
U. S. DISTRICT COURT

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
ANDERSON DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

HOMES AMERICA, INC.;
ACCENT MOBILE HOMES, INC.; AND
SOUTHERN SHOWCASE HOUSING, INC.

Defendants.

CIVIL ACTION NO.
8:03-1830-26BI

EOD 4/7/04

CONSENT DECREE

The Equal Employment Opportunity Commission ("EEOC") instituted this action pursuant to Section 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) ("Title VII") and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a. The EEOC and Defendants agree that the subject matter of this action is proper and hereby stipulate to jurisdiction of the Court over the parties.

The parties have advised this Court that they desire to resolve the allegations in the Complaint without the burden, expense, and delay of further litigation.

It is therefore the finding of this Court, made on the pleadings and the record as a whole, that: (1) the Court has jurisdiction over the parties and the subject matter of this action; (2) the purpose and provisions of Title VII will be promoted and effectuated by the entry of the Consent Decree; and (3) this Decree resolves all matters in controversy between the parties as provided in paragraphs 1 through 16 below.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. Defendants shall not discriminate against employees on the basis of sex by

denying equal employment opportunities to persons because of their sex and specifically shall not subject employees to sexual harassment.

2. Defendants shall not discriminate or retaliate 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 or assistance, or the participation in any investigation, proceeding or hearing under Title VII.

3. Defendants shall pay Peggy Cox the sum of Thirty-Eight Thousand and No/100 Dollars (\$38,000.00) in settlement of the claims raised in this action. Defendants shall make payment by issuing a check payable to Peggy Cox. Payment shall be made within ten days after the Court approves this Consent Decree, and Defendants shall mail the check for Ms. Cox to an address to be provided to Defendant by the EEOC. Defendants shall mail to Lynette A. Barnes, Acting Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery.

4. Defendants shall pay Diane Ballew the sum of Twelve Thousand and No/100 Dollars (\$12,000.00) in settlement of the claims raised in this action. Defendants shall make payment by issuing a check payable to Ms. Ballew. Payment shall be made within ten days after the Court approves this Consent Decree, and Defendants shall mail the check for Ms. Ballew to an address to be provided to Defendant by the EEOC. Defendants shall mail to Lynette A. Barnes, Acting Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery.

5. During the term of this Consent Decree, Defendants shall provide an annual

training program to all of Defendants' management and supervisory employees. At least fifteen (15) days prior to the program, Defendants shall provide the EEOC with an agenda for the training program. The training program shall include an explanation of the requirements of the federal equal employment opportunity laws, including Title VII of the Civil Rights Act of 1964, and its prohibition against sex discrimination in the workplace, and particularly sexual harassment. The training shall also include an explanation of Title VII's prohibition against retaliation in the workplace. The first training in accordance with this paragraph shall be completed within ninety (90) days after the date this Consent Decree is filed. Within ten (10) days after completion of the training, Defendants shall certify to the EEOC the specific training which was undertaken and shall provide the EEOC with a roster of all employees in attendance.

6. Defendant shall develop written procedures to be followed for reporting complaints, investigating complaints, and redressing complaints of discrimination, particularly sexual harassment complaints. The purpose of creating written procedures shall be to insure that each investigation is consistent and thorough. These written procedures shall be implemented no later than 90 days from entry of this Decree. At least fifteen (15) days prior to their implementation, Defendants shall provide the EEOC with a final draft of its proposed written procedures.

7. Defendants shall conspicuously post the attached Employee Notice, marked Appendix A, hereby made a part of this Decree, in a place where it is visible to employees, at all of Defendants' facilities for ninety (90) days from the entry of this Consent Decree. If the Notice becomes defaced or unreadable, Defendants shall replace it by posting another copy of the Notice.

8. During the term of this Decree, Defendants shall conspicuously post ~~the~~ a copy of Defendants' sexual harassment policy, in a place where it is visible to employees, at all of Defendants' facilities that are operated during the period of the Consent Decree. If the Notice becomes defaced or unreadable, Defendants shall replace it by posting another copy of the Notice.

9. Defendants agree to provide the EEOC with annual reports during the term of this Decree. The first report is due no later than one-hundred and twenty (120) days after the date this Consent Decree is filed. Defendants will provide reports annually thereafter during the term of this Decree. The reports shall include the following information: (a) the identities of all individuals who have complained of or reported sex discrimination at any of Defendants' facilities, including by way of identification each person's name, home address, home telephone number, social security number, and sex; (b) a brief statement regarding the nature of the individual's complaint; (c) a description of what action Defendants took in response to the individual's complaint; and (d) a list of all sales centers operated by Defendants during the reporting period.

10. Defendants will provide Ms. Ballew and Ms. Cox neutral references related to any third-party inquiries. In response to any inquiries about their employment with Defendants, Defendants' agent(s) will only provide information about dates of employment and positions held with the company. Moreover, in response to any inquiries about Ms. Ballew and Ms. Cox, Defendants will make no comment or reference in anyway whatsoever to their Charges or this lawsuit or their participation in the EEOC investigation or lawsuit.

11. Defendants agree that the EEOC may review compliance with this Consent Decree. If the EEOC has reason to believe a violation of the Consent Decree has occurred, the

EEOC will provide Defendants five (5) days notice prior to any such review. As part of such review, the EEOC may inspect the premises at reasonable times, interview employees and examine and copy documents. Such investigation shall be limited to the Defendants' alleged failure to follow the terms of this Consent Decree.


12. If anytime during the term of this Consent Decree the EEOC believes Defendants are in violation of this Decree, the EEOC shall give notice of the alleged violation to Defendants. Defendants shall have thirty (30) days in which to investigate and respond to the allegations. Thereafter, the parties shall have a period of twenty (20) days, or such additional period as may be agreed upon by them, in which to engage in negotiation and conciliation regarding such allegations, before the EEOC pursues any remedy provided by law.

13. The term of this Decree shall be for two (2) years after the date this Consent Decree is filed.

14. Entry into this Consent Decree shall not constitute an admission of any wrongdoing by Defendants, which deny the allegations of this action.

15. Each party shall bear their own attorneys' fees and costs.

16. This Court shall retain jurisdiction of this case for purpose of resolving controversies arising under this Decree and for entry of any orders as may be necessary or appropriate.


Henry Floyd
United States District Judge

Dated: 4/5/04
Greenville, South Carolina

[Signature pages follow]

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Defendants.

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NOTICE TO EMPLOYEES

1. This Notice to Employees is posted pursuant to an agreement between the above-referenced Defendants (collectively "Homes America"), and the United States Equal Employment Opportunity Commission (EEOC) arising from a case alleging sex discrimination and retaliation.
2. Pursuant to the agreement, Homes America agreed that it would not to discriminate or retaliate against employees. Finally, Homes America will continue to provide annual training to the employees of Homes America. Homes America will provide annual reports to the EEOC for two (2) years.
3. Federal law requires that there be no discrimination against or harassment of any employee or applicant for employment because of the employee's race, color, religion, sex, national origin, age (40 or older) or disability. Federal law also prohibits retaliation against employees because they have opposed unlawful employment discrimination, participated in employment discrimination proceedings, or otherwise asserted their rights under the laws enforced by the EEOC.
4. Title VII of the Civil Rights Act of 1964 is a federal law which prohibits sex discrimination or retaliation against any employee in all aspects of employment including, but not limited to, hiring, promotion, discharge, pay, job training and fringe benefits. Title VII also prohibits sexual harassment. Sexual harassment is harassment B such as sexual advances, comments and physical touching B that is so severe or pervasive that it alters the conditions of the victim's employment and creates an abusive working environment, or results in a tangible job action (such as discipline or discharge).

5. Homes America hereby reaffirms its commitment to compliance with such federal law in all respects. Homes America 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.
6. Homes America will take reasonable efforts to maintain a working environment free from sex discrimination and retaliation.

An employee has the right to report allegations of employment discrimination, harassment or retaliation in the workplace. An employee may contact the U. S. Equal Employment Opportunity Commission at the following address and telephone number for the purpose of filing a charge of employment discrimination.

Equal Employment Opportunity Commission
Greenville Local Office
301 N. Main Street, Landmark Building, Suite 1402
Greenville, SC 29601
Tel: (864) 241-4400



AGREED AND ENTRY REQUESTED

For Plaintiff, Equal Employment Opportunity Commission:


Dated this 2d day of April, 2004.

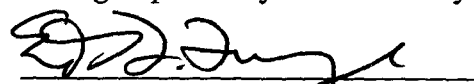
ERIC S. DREIBAND
General Counsel

JAMES L. LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel

LYNETTE A. BARNES
Acting Regional Attorney

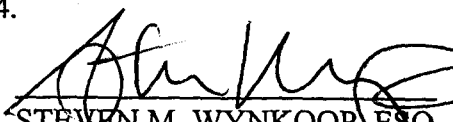

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COMMISSION
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(864) 241-4406

AGREED AND ENTRY REQUESTED

For Defendants:

This 2 day of April, 2004.


STEVEN M. WYNKOOP, ESQ.
Post Office Box 10084
Greenville, South Carolina 29601