

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA

2002 JUN 27 AM 8:23

LORETTA G. WHYTE
CLERK

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

vs.

LOWE'S HOME CENTERS, INC.,

Defendant.

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CIVIL ACTION
01-2982

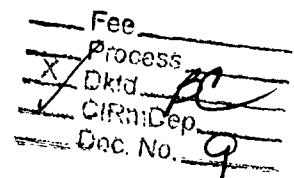
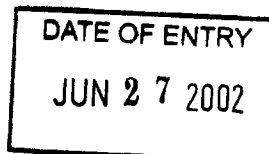
JUDGE LEMELLE

MAGISTRATE JUDGE SHUSHAN

CONSENT DECREE

WHEREAS, On September 28, 2001, the U.S. Equal Employment Opportunity Commission ("the Commission") instituted Civil Action Number 01-2982 in the United States District Court for the Eastern District of Louisiana, charging Lowe's Home Centers, Inc., ("Lowe's" or "Defendant") with violations of Section 703 of Title VII of the Civil Rights Act of 1964 as amended, hereinafter referred to as ("Title VII"), 42 U.S.C. Section 2000e-2(a)(1) and (2), alleging that Defendant subjected the Charging Parties, Mitchell North, III ("North"), Nester Antoine ("Antoine") and other similarly situated Blacks to a racially offensive work environment and racial harassment. The complaint alleges that North and Antoine were subjected to a racially hostile environment by permitting the display of hangman's noose in the receiving department where both of the Charging Parties and other Blacks worked.

WHEREAS, Lowe's has not admitted and does not admit that it has engaged in any



unlawful employment practices; and

WHEREAS, this Court has jurisdiction over the subject matter of this action and over the parties to this action; and

WHEREAS, Lowe's and the Commission have agreed to settle this matter for the relief specified in this Consent Decree; and

WHEREAS, the parties to this lawsuit now wish to resolve all claims and controversies encompassed by the Commission's lawsuit without the burden, expense, or delay of further litigation;

Therefore, it is **ORDERED, ADJUDGED, AND DECREED** that:

1. The negotiation, execution and entry of this Consent Decree will resolve any and all claims of alleged Title VII violations brought by the Commission against Defendant arising out of EEOC Charge Numbers 270-99-0670 and 270- 99-0671 and Civil Action Numbers 01-2982.

2. The purposes of Title VII will be furthered by the entry of this Decree, the terms of which constitute a fair and equitable settlement.

3. Neither the negotiation, execution, nor entry of this Consent Decree shall constitute an acknowledgment or admission of any kind by Lowe's that its officers, agents or employees have violated or have not been in compliance with Title VII or any other applicable law, regulation or order.

4. This Consent Decree relates only to the alleged violations raised in EEOC Charge Numbers 270- 99-0670 and 270-99-0671 and Civil Action Number 01-2982 filed by the Commission in the United States District Court for the Eastern District of Louisiana, on September 28, 2001.

5. Lowe's shall pay the sum of \$10, 000.00, TEN THOUSAND DOLLARS IN LAWFUL U.S. CURRENCY, as non-pecuniary compensatory damages plus SIX THOUSAND, FOUR HUNDRED AND NINETEEN DOLLARS AND TEN CENTS IN LAWFUL U.S. CURRENCY, as pecuniary compensatory damages (less appropriate taxes if applicable) to Mitchell North, III and said sum will be paid (10) ten days after entry of the Consent Decree. In addition, Lowe's agrees to provide an appropriate reference to any prospective employers should a reference be requested relative to Mitchell North, III's employment with Lowe's.

6. Lowe's shall pay the sum of \$10, 000.00, TEN THOUSAND DOLLARS IN LAWFUL U.S. CURRENCY, as non-pecuniary compensatory damages to Nester Antoine and said sum will be paid (10) ten days after the entry of the Consent Decree. In addition, Lowe's agrees to provide an appropriate reference to any prospective employers should a reference be requested relative to Nester Antoine's employment with Lowe's.

7. Lowe's shall pay the sum of \$7, 000.00, SEVEN THOUSAND DOLLARS IN LAWFUL U.S. CURRENCY, to each class member named herein, Raynell Avery, James Wheeler and Greg Matthews and said sum will be paid (10) ten days after entry of the Consent Decree.

In addition, Lowe's agrees to provide an appropriate reference to any prospective employers should a reference be requested relative to Raynell Avery, James Wheeler and Greg Matthews employment with Lowe's.

8. Lowe's, its directors, officers, agents, employees and successors or assigns shall not maintain or permit race discrimination in the workplace against any applicant for

employment or employee based upon such persons race and Lowe's will not tolerate any form of racial harassment including that which was complained of in EEOC Charge Numbers 270-99-0670 and 270-99-0671 and Civil Action Number 01-2982.

9. Lowe's shall discipline Department Manager, Barron Le Compte by issuing a final warning to him that directs him to take corrective action pursuant to company policy at Lowe's Houma store whenever racially offensive objects, exhibits, devices and the like are displayed in the workplace.

10. Lowe's shall discipline Assistant Store Manager, Michael Patrick by issuing a final warning to him that directs him to take corrective action pursuant to company policy at Lowe's Houma store whenever racially offensive objects, exhibits, devices and the like are displayed in the workplace.

11. Lowe's shall discipline Delivery Driver, Donnie Breaux by issuing a final warning to him that informs him that verbal racial slurs are forbidden in the workplace pursuant to company policy at Lowe's Houma store.

12. Lowe's shall discipline Department Manager, Don Vannoy with a final warning to him that directs him to take corrective action pursuant to company policy at Lowe's Houma store whenever racially offensive objects, exhibits, devices and the like are displayed in the workplace.

13. Lowe's shall discipline Store Manager, Kevin Chamberlain with a written warning to him that directs him to take corrective action pursuant to company policy at Lowe's Houma store whenever racially offensive objects, exhibits, devices and the like are displayed in the workplace.

14. Lowe's shall provide training to all of its employees, managers, and supervisors,

with regards to compliance with Title VII and its prohibitions against race discrimination with specific training relative to prohibiting racial harassment in the workplace as follows: Defendant will provide verbal counseling to current and former Houma store employees, including a review of Lowe's No Harassment Policy and Open Door Program regarding internal complaint procedures. Lowe's will disseminate within (30) thirty days of the entry of the Consent Decree its "No Harassment Policy" to all of its employees at the Houma store. Lowe's shall certify in writing to the EEOC within (30) thirty days of the entry of this Decree that its policy prohibiting discrimination on the basis of race, particularly its "No Harassment Policy" has been distributed to each of its employees.

15. Lowe's shall also provide sexual and non-sexual anti-harassment training for Lowe's store management in the following Louisiana locations: Houma, Alexandria, Baton Rouge, Leesville, Shreveport, Monroe, Lafayette, Hammond, Harvey and New Iberia.

16. In the event that Lowe's fails to perform its obligations herein, Plaintiff EEOC is empowered to enforce this Consent Decree through the applicable judicial enforcement procedures and to seek sanctions to the extent that any may be warranted as a result of the need to enforce this Decree. This Consent Decree will remain in force for five (5) years from the date of entry of the Decree.

17. Should any provision of this Decree be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Decree.

18. The Decree sets forth the entire agreement between the Commission, and Lowe's

and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter herein.

19. The Commission and Lowe's will each bear their own attorney fees and costs incurred in connection with the litigation of this case.

20. The Court shall retain jurisdiction of this action for purposes of enforcing this decree, if necessary.

IT IS SO ORDERED.

New Orleans, Louisiana, this 27 day of June, 2002.

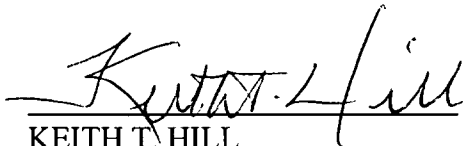


SALLY SHUSHAN
UNITED STATES MAGISTRATE JUDGE

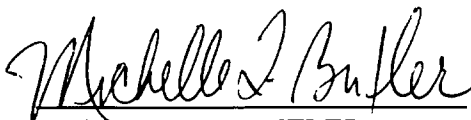
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