

erd  
12-18-00

FILED

DEC 18 2000

LARRY W. PROPPS, CLERK  
COLUMBIA, S. C.

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

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )  
 )  
Plaintiff, )  
 )  
and )  
 )  
BERNADINA MONTJOY, GLENDA )  
HUGHES, MELANIE MILLER, )  
CECELIA PROUSE, and )  
DANA MORELAND )  
 )  
Plaintiff-Intervenors, )  
 )  
v. )  
 )  
44 TRUCK STOP, INC., )  
RONNIE BAUGHCOME, JOSEPH L. )  
SHEALY, SR., and JOAN SHEALY, )  
 )  
Defendants. )  
\_\_\_\_\_ )

CIVIL ACTION NO.  
3:99-3262-10BD  
  
CONSENT DECREE

The Equal Employment Opportunity Commission (the "Commission") 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. Section 2000e-5(f)(1) and (3) ("Title VII"), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

The Commission, the Plaintiff-Intervenors, and the Defendants hereby stipulate to jurisdiction of the Court over the parties and agree that the subject matter of this action is properly before the Court.

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

#1  


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. Defendant Truck Stop shall not discriminate against or harass individuals on the basis of sex or any other protected category within the meaning of Title VII of the Civil Rights Act of 1964.

2. Defendant Truck Stop shall not discriminate or retaliate against any person because of opposition to any practice made unlawful under Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act of 1990, the Age Discrimination in Employment Act of 1967, or the Equal Pay Act of 1963, or because of the filing of a charge, the giving of testimony or assistance, or the participation in any investigation, proceeding or hearing under any of the foregoing statutes.

3. Pursuant to terms set forth in more detail in a Release and Settlement Agreement to be executed solely between the private parties, Defendants shall pay, in settlement of the claims raised in this action, a total sum of ONE HUNDRED NINETY-THREE THOUSAND, NINE HUNDRED FIFTY Dollars (\$193,950), with equal shares paid to each of the five intervening plaintiffs, allocated

#2  


as provided in a separate Order Approving Distribution of Settlement, in the total sum of THIRTY-EIGHT THOUSAND SEVEN HUNDRED NINETY Dollars (\$38,790) paid individually to each Plaintiff-Intervenor. Each intervening plaintiff will execute the Release and Settlement Agreement and deliver the original to Richard J. Breibart, Esq., as promptly as possible after the documents are approved as to form by attorneys for the defendants. Payment shall be made on or before December 20, 2000. Defendants shall deliver the checks by hand to Ronald A. Hightower, Esq., 416 W. Main Street, Lexington, SC 29072. By January 5, 2000, Defendants shall mail to Mindy Weinstein, Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of each check and proof of its delivery to Mr. Hightower.

4. Defendant Truck Stop agrees to eliminate from the employment records of Bernadina Montjoy, Glenda Hughes, Melanie Miller, Cecelia Prouse, and Dana Moreland any and all documents and entries relating to the facts and circumstances which led to the filing of EEOC Charges of sexual harassment and the related events that occurred thereafter, including the filing of this lawsuit.

5. Defendant Truck Stop agrees to provide Bernadina Montjoy, Glenda Hughes, Melanie Miller, Cecelia Prouse, and Dana Moreland positive letters of reference. In addition, if Defendant Truck Stop receives any inquiries regarding the employment of Bernadina Montjoy, Glenda Hughes, Melanie Miller,

\*3  


Cecelia Prouse, and Dana Moreland, Defendant Truck Stop shall provide a positive reference.

6. Defendant Truck Stop shall institute and implement an anti-discrimination policy in the form attached hereto as Appendix A.

7. During the term of this Decree, Defendant Truck Stop shall provide an annual training program to all of its management and supervisory employees. At least fifteen (15) days prior to each program, Defendant Truck Stop shall provide the Commission with an agenda for the training program. The agenda and the personnel conducting the training will be subject to the Commission's approval.

Each 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, including sexual harassment and retaliation. Each training program shall also cover Defendant Truck Stop's anti-discrimination policy and an explanation of the rights and responsibilities of employees and managers under the policy. The first training program shall be completed no later than March 15, 2001. Each subsequent training program shall be conducted at approximately one-year intervals. Within ten (10) days after completion of each training program, Defendant Truck Stop shall certify to the Commission the specific training which was undertaken and shall provide the Commission with a roster of all

employees in attendance.

8. During the term of this Decree, Defendant Truck Stop agrees that it shall provide an annual training program to all of its non-management and non-supervisory employees. At least fifteen (15) days prior to each program, Defendant Truck Stop shall provide the Commission with an agenda for the training program. The agenda and the personnel conducting the training will be subject to the Commission's approval.

Each 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, including sexual harassment and retaliation. Each training program shall also cover Defendant Truck Stop's anti-discrimination policy and an explanation of the rights and responsibilities of employees and managers under the policy. The first training program shall be completed no later than March 15, 2001. Each subsequent training program shall be conducted at approximately one-year intervals. Within ten (10) days after completion of each training program, Defendant Truck Stop shall certify to the Commission the specific training which was undertaken and shall provide the Commission with a roster of all employees in attendance.

#3  
9. During the term of this Decree, Defendant Truck Stop shall conspicuously post the attached Employee Notice, marked Appendix B, hereby made a part of this Decree, in a place where

it is visible to its employees. If the Notice becomes defaced or unreadable, Defendant Truck Stop shall replace it by posting another copy of the Notice.

10. Defendant Truck Stop agrees to provide the Commission with annual reports during the term of this Decree. The reports shall include the following information: the identities of all individuals who have complained of sexual harassment at Defendant Truck Stop's facility, including by way of identification each person's name, sex, and a statement of the individual's complaint and what action was taken in response to the individual's complaint. Defendant Truck Stop shall submit each report by December 31 of each year during the term of this Decree, with the first report due on December 31, 2001.

11. Defendant Truck Stop agrees that the Commission may review compliance with this Decree. As part of such review, the Commission may inspect the premises, interview employees and examine and copy documents.

12. If anytime during the term of this Decree, the Commission believes that Defendant Truck Stop is in violation of this Decree, the Commission shall give notice of the alleged violation to the Defendant Truck Stop. Defendant Truck Stop shall have thirty (30) days in which to investigate and respond to the allegations. Thereafter, the parties shall have a period of thirty (30) 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 Commission exercises any

remedy provided by law.

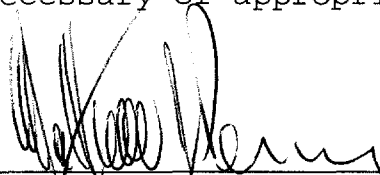
13. Except as provided for otherwise in this paragraph, each party shall bear its own fees and costs. Defendant Truck Stop shall pay to Ronald A. Hightower, Esq., and Ray P. McClain, Attorney, P.A., attorneys for Plaintiff-Intervenors, attorney fees and costs in the sum of ONE HUNDRED FIFTY-ONE THOUSAND FIFTY Dollars (\$151,050). This amount shall constitute statutory attorney fees and costs recoverable by the attorneys for their services in this matter. Defendant Truck Stop shall make payment by issuing a check payable to Ronald A. Hightower, Esq. Defendants shall deliver by hand the check to Ronald A. Hightower, Esq., 416 W. Main Street, Lexington, SC 29072. By January 5, 2000, Defendants shall mail to Mindy Weinstein, 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 to Mr. Hightower.

14. The term of this Decree shall be for five (5) years from its entry by the Court.

15. The terms of this Decree shall be binding upon any successor in interest to the Defendant Truck Stop, whether that interest shall be obtained through a sale of the 44 Truck Stop, Inc. or a bulk sale transfer of the assets of the corporation. In the event that the Defendant Truck Stop engages in a sale of the corporation or a bulk sale of the assets of the corporation, the current owners of the Defendant Truck Stop shall so inform the Commission prior to the closing of the sale.

16. This Court shall retain jurisdiction of this cause for purposes of monitoring compliance with this Decree and entry of such further orders as may be necessary or appropriate.

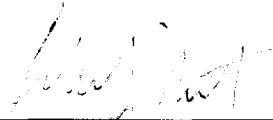
December 17 2000  
Date

  
Judge, U.S. District Court  
District of South Carolina

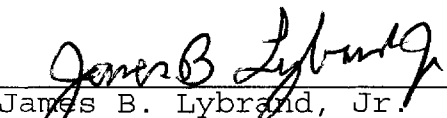


The parties jointly request that the Court approve and enter the Consent Decree:

**44 TRUCK STOP, INC., JOSEPH L.  
SHEALY, SR. and JOAN SHEALY**

By:   
Richard J. Breibart  
Breibart, McCauley & Newton, P.A.  
146 Eash Main Street  
Lexington, SC 29072


**RONNIE BAUGHCOME**


By:   
James B. Lybrand, Jr.  
McDonald, McKenzie, Rubin,  
Miller and Lybrand, L.L.P.  
2nd Floor, 1704 Main Street  
Columbia, SC 29201

**EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION**

C. GREGORY STEWART  
General Counsel

GWENDOLYN YOUNG REAMS  
Associate General Counsel

By:   
Mindy E. Weinstein  
Regional Attorney  
129 West Trade Street, Suite 400  
Charlotte, NC 28202

By:   
David R. Treeter  
Senior Trial Attorney  
129 West Trade Street, Suite 400  
Charlotte, NC 28202

**PLAINTIFF-INTERVENORS**

BERNADINA MONTJOY

By: 

Ronald A. Hightower, Esq.  
416 W. Main Street  
Lexington, SC 29072

GLEND A HUGHES

By: 

Ronald A. Hightower, Esq.  
416 W. Main Street  
Lexington, SC 29072

MELANIE MILLER

By: 

Ronald A. Hightower, Esq.  
416 W. Main Street  
Lexington, SC 29072

CECELIA PROUSE

By: 

Ronald A. Hightower, Esq.  
416 W. Main Street  
Lexington, SC 29072

DANA MORELAND

By: 

Ronald A. Hightower, Esq.  
416 W. Main Street  
Lexington, SC 29072

## HARASSMENT

It is 44 Truck Stop's policy to provide an environment that is free from unlawful harassment. Therefore, all forms of harassment related to an employee's race, color, religion, sex, gender, age, national origin, disability or veteran status constitute violations of this policy. In furtherance of this policy, 44 Truck Stop will not tolerate the use of racial, religious, sexual, gender-based, age-related, ethnic or disability-related epithets, innuendoes, slurs or jokes within its facilities. In addition, all forms of verbal, non-verbal and physical harassment based on the above categories are prohibited.

With regard to sexual harassment in particular, unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature are considered instances of sexual harassment when:

- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creates an intimidating, hostile or offensive work environment;
- An employee's submission to or rejection of such conduct is used as the basis of employment decisions that affect the employee; or
- Submission to such conduct is implied or stated to be a term or condition of the employee's employment.

It is important to remember that behavior which one individual considers innocent or harmless may be regarded as sexual harassment by another person. Beyond being in violation of 44 Truck Stop's policy, sexual harassment is against the law. 44 Truck Stop will not tolerate sexual harassment of its employees by anyone, including 44 Truck Stop officials, other employees or customers of the company. Any employee who violates this harassment policy or our commitment to equal employment opportunity will be subject to disciplinary action, up to and including termination of employment.

If at any time an employee feels that he or she has been subjected to or has observed verbal, non-verbal or physical harassment, of a sexual nature or otherwise, the employee must report such conduct immediately to his or her direct supervisor or a member of the management of the company so that an investigation can be initiated and appropriate action can be taken. All such reports will be kept confidential to the fullest extent possible.

If for any reason the employee does not feel comfortable contacting his or her direct supervisor or a member of the management of the company about the matter, the employee is encouraged to report the matter to the U.S. Equal Employment Opportunity Commission, 15 South Main St., Rm. 530, Greenville, SC 29601, tel: 864-241-4400, or to the South Carolina Human Affairs Commission, 2611 Forest Drive, Suite 200, Columbia, SC 29240, tel: 803-737-7800.

Neither 44 Truck Stop nor its management will retaliate against any person for reporting perceived harassment pursuant to this policy.

## APPENDIX A



## U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

### Charlotte District Office

129 West Trade Street, Suite 400

Charlotte, NC 28202

(704) 344-6682

TTY (704) 344-6684

FAX (704) 344-6734 & 6731

## NOTICE TO EMPLOYEES

1. This Notice is posted pursuant to a settlement between 44 Truck Stop, Inc. and the U.S. Equal Employment Opportunity Commission in a case of discrimination based on sex, specifically sexual harassment.
2. Federal law requires that employers may not discriminate against any employee or applicant for employment because of the employee's race, color, religion, sex, national origin, age (40 or older) or disability. 44 Truck Stop supports and will comply with such federal law in all respects. Specifically, 44 Truck Stop agrees that it will not discriminate against applicants or employees based on their sex.
3. Sexual harassment is verbal or physical conduct of a sexual nature that is unwelcome, when submission to such conduct is made a term or condition of employment; submission to or rejection of such conduct is used as the basis for employment decisions; or such conduct unreasonably interferes with job performance or creates an intimidating, hostile, or offensive work environment.
4. 44 Truck Stop will not take any actions against employees because they have exercised their rights, reported an alleged violation under the law or given testimony, assistance or participation in any investigation, proceeding or hearing conducted by the U. S. Equal Employment Opportunity Commission.

An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination 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  
15 S. Main Street, Rm. 530  
Greenville, South Carolina 29601  
Tel: (864) 241-4400

APPENDIX B