

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

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EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Plaintiff,

and

GLENDA HERRING

Plaintiff-Intervener,

v.

NORSTAN APPAREL SHOPS, INC.
d/b/a FASHION CENTS

Defendant.

CASE NO. 8:01-CV-379-T-26EAJ

FILED

DEC 10 2002

Date

Time

CLERK, U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA, FLORIDA

CONSENT DECREE

1. This Consent Decree (the "Decree") is made and entered into by and between Plaintiff, the Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC"), Plaintiff-Intervener Glenda Herring (hereinafter "Glenda Herring" or "Plaintiff-Intervener"), and Defendant, Norstan Apparel Shops, Inc. d/b/a Fashion Cents (hereinafter referred to as the "Company" or "Defendant"). The Commission, Plaintiff-Intervener, and Defendant are collectively referred to herein as "the Parties."

2. On February 21, 2001, EEOC initiated this action by filing its Complaint in the United States District Court for the Middle District of Florida, Tampa Division, Civil Action No. 8:01-CV-379-T-26EAJ, based upon a charge filed by Glenda Herring (EEOC Charge No.151-99-0995). EEOC's Complaint alleges that Defendant violated Title VII of the Civil Rights Act of 1964, as amended, including but not limited to, amendments authorized by the Civil Rights Act

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of 1991, 42 U.S.C. Section 2000e *et seq.* ("Title VII") by terminating Mrs. Herring from her employment with Defendant in retaliation for her complaints of what she reasonably and in good faith believed to be unlawful sexual harassment. Subsequently, Mrs. Herring filed a motion to intervene in this action, which was granted by the Court. Mrs. Herring's Intervener Complaint alleges the same Title VII violations as Plaintiff EEOC's Complaint and additionally pleads state causes of action.

3. In the interest of resolving this matter and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by entry of this Decree. This Decree is final and binding upon the Parties, their successors and assigns.

4. The Parties agree that this Decree resolves all claims alleged against the Defendant in EEOC Charge Number No.151-99-0995, and the Complaints filed in this action, and constitutes a complete resolution of all claims under Title VII that were made by the Commission and Plaintiff-Intervener in this action.

5. NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Decree, and based on the pleadings filed by the parties, it is ORDERED, ADJUDGED AND DECREED THAT:

JURISDICTION

6. This Court has jurisdiction of the subject matter of this action and over the Parties for the purposes of entering and enforcing this Decree.

7. No party shall contest jurisdiction of this federal court to enforce this Decree and its terms or the right of the EEOC to seek enforcement in the event Defendant breaches any of the terms of this Decree.

GENERAL PROVISIONS

8. Defendant, its officers, and employees, agree not to engage in conduct which violates Title VII of the Civil Rights Act of 1964, as amended, by adversely affecting the terms and conditions of any individual's employment because of the individual's complaints of what he/she reasonably and in good faith believes to be unlawful conduct under Title VII.

9. Defendant, its officers, and employees, agree not to discriminate against any employee who files a charge of discrimination with the EEOC alleging violation(s) of such statute; who cooperates with the EEOC in the investigation and/or prosecution of any charge of discrimination; or who cooperated in the investigation or prosecution of this case.

DISCRIMINATION POLICY AND TRAINING

10. Defendant has established a written policy against discrimination and retaliation, which is attached as Exhibit A. Defendant agrees that all of its employees and managers will be provided a complete copy of its policy against discrimination and retaliation within thirty (30) days of the entry of this Decree. Defendant also agrees that all new employees shall be given a copy of its policy against discrimination and retaliation within their first week of employment with the Defendant.

11. In order to further ensure the effective implementation of Defendant's anti-discrimination policy, Defendant will conduct training for all of its managers and supervisory personnel on recognizing harassment, on acts that could constitute retaliation, on the proper procedure to be followed if they become aware of harassment in the workplace or if they receive complaints of discrimination, and on the proper retention of documents related to discrimination complaints. The training will be conducted on an annual basis in sessions of not less than two (2) hours in duration. The training session for Defendant's Corporate Training Coordinator, presently

Ms. Jean Aldridge, and Defendant's Regional Managers will be conducted at Defendant's corporate headquarters in New York and will be conducted by Jeanne M. Colachico, Esq. & Associates. Defendant's Regional Managers will, in turn, conduct the required training, in sessions no less than two (2) hours, with the District Managers and Store Managers employed in their respective regions. Defendant agrees to provide the EEOC, at least two weeks notice before it conducts its training sessions, with the dates and locations of the training, the identification of the training materials to be used at the training session, and a general description of the category of employees who will be in attendance at the training. Such notice should be forwarded to the attention of Carla Von Greiff, Trial Attorney, at the Tampa Area Office of the EEOC, 501 East Polk Street, Room 1020, Tampa, Florida, 33602. Additionally, Defendant agrees that the EEOC may, at the EEOC's discretion, be in attendance at each training session. Should the EEOC determine that it will attend one of the training sessions described in this Paragraph, EEOC will provide Defendant with notice of its intent to attend that training session. Such notice will be provided ten (10) business days prior to the scheduled date of that training session.

12. Defendant agrees that the training described in paragraph 11 shall be conducted within one hundred and twenty (120) days of the entry of this Decree. And, should thereafter take place annually thereafter for the duration of this Decree. Defendant further agrees that the discrimination policy and training materials utilized for the training described in paragraph 11 shall be presented to and explained to all new managers and supervisors, who did not attend the annual training, within thirty (30) days of being placed in a management or supervisory position.

EXPUNGEMENT OF ENTRIES FROM PERSONNEL RECORDS

13. Defendant agrees to remove from Glennnda Herring's personnel file, the employee warning and termination report regarding Mrs. Herring within ten (10) business days of the entry

of this Decree. The Defendant further agrees to give Mrs. Herring a neutral letter of reference, attached as Exhibit B, within ten (10) business days of the entry of this Decree.

POSTING

14. Defendant will post a laminated 11 x 14 copy of the Notice, attached as Exhibit C, no later than October 31, 2002. Said notice shall be posted at all of Defendant's Fashion Cents stores in Florida for the duration of this Decree in a conspicuous location accessible to all employees such as an employee bulletin board and/or break/lunch room.

MONITORING

15. Defendant will retain all employment and/or investigative records relating in any way to any complaint or allegation of retaliation for the duration of this Decree and as required under federal law.

16. Defendant will certify to the EEOC semi-annually throughout the duration of this Decree that it is in compliance with all aspects of this Decree. Such certification should be forwarded to the attention of Carla Von Greiff, Trial Attorney, at the Tampa Area Office of the EEOC, 501 East Polk Street, Room 1020, Tampa, Florida, 33602. The first such certification will be due no later than thirty(30) days from the first training provided pursuant to paragraph 12. With each certification Defendant will further provide the EEOC with the name, address, and phone number of any person who alleges they have been harassed or retaliated against while working for Defendant during the preceding six month period. Defendant will also state the actions taken in response to each such allegation and provide any and all documentation associated with such complaint.

MONETARY RELIEF

17. Defendant agrees to pay a total sum of two hundred and fifty thousand dollars (\$250,000.00) to resolve this litigation.

(A) Defendant will pay Glenda Herring seven thousand five hundred dollars (\$7,500.00) representing back wages. Defendant agrees to make all withholdings as required by law and to pay the employer's share of social security withholdings, and issue a W-2 itemizing same. This payment shall be made by check payable to Mrs. Glenda Herring.

(B) Defendant will pay two hundred forty two thousand five hundred dollars (\$242,500.00) for damages received for emotional distress resulting from the employment discrimination suit against Defendant. This payment shall be made by check payable to the Trust Account of Laney and Associates, LLC, and Defendant shall issue an IRS Form 1099 itemizing same.

The payments shall be sent by certified mail to Margaret Laney, Esq., Laney and Associates, LLC, 2575 Peachtree Road NE, Suite 17B, Atlanta, GA, 30305.

All payments shall be mailed within ten (10) business days from the Court's execution of this Decree.

18. Defendant agrees to provide the EEOC with a copy of the payments set forth in paragraph 17 above within ten (10) business days from the Court's execution of this Decree. Said copy shall be forwarded to the attention of Carla Von Greiff, Trial Attorney, at the Tampa Area Office of the EEOC, 501 East Polk Street, Room 1020, Tampa, Florida, 33602.

19. If Defendant fails to tender the above-mentioned payments within the ten (10) business day period agreed upon in paragraph 16, Defendant shall pay interest on the defaulted payment at the rate calculated pursuant to 26 U.S.C. Section 6621(b) until the same is paid.

ENFORCEMENT OF DECREE

20. The Commission shall have independent authority to seek the judicial enforcement of any aspect, term or provision of this Decree.

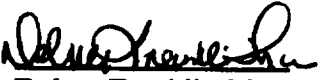
COSTS

21. Each party shall bear her or its own costs and attorney's fees associated with this litigation.

DURATION OF DECREE

22. This Decree shall remain in effect for three (3) years from the date of the Court's execution of the Decree.

**AGREED TO:
FOR THE PLAINTIFF,
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

by:  Date: 11/8/02
Delner Franklin-Thomas
Regional Attorney
Pennsylvania Bar No. 54205
Miami District Office
United States Equal Employment Opportunity Commission
One Biscayne Tower, Suite 2700
2 South Biscayne Boulevard
Miami, Florida 33131

AGREED TO:
FOR THE PLAINTIFF INTERVENER,
GLENDA HERRING

By: Margaret Laney Date: 11-6-02
Margaret Laney
Florida Bar No. 0084018
Laney Law Firm, LLC
Attorney for Plaintiff-Intervener
2575 Peachtree Road NE
Suite 17 B
Atlanta, Georgia 30305

AGREED TO:
FOR THE DEFENDANT,
NORSTAN APPAREL SHOPS, INC.
d/b/a/ FASHION CENTS

by: Stephanie Yelenosky Date: 11/27/02
~~David Block~~ Stephanie Yelenosky
Florida Bar No. 00001041
Jackson Lewis LLP
Attorneys for Defendant
390 N. Orange Avenue
Miami, Florida 32801-1641

SO ORDERED, ADJUDGED AND DECREED, this 10 day of November 2002.


RICHARD A. LAZZARA
Honorable United States District Judge

EXHIBIT "A": NORSTAN APPAREL SHOPS, INC.'S ANTI-DISCRIMINATION POLICY

It is the policy of Norstan Apparel Shops, Inc. to provide Equal Employment Opportunities to all qualified individuals and to administer hiring, working conditions, benefits, as well as, privileges of employment, compensation, training, opportunities for advancement, or termination of employment, for all employees without discrimination due to race, color, religion, national origin, sex, age, veteran status, or disability.

Norstan Apparel Shops, Inc. will monitor and adhere to federal and state laws to ensure fair and equal treatment for all employees. Norstan Apparel Shops, Inc. complies with the Americans With Disabilities Act and applicable state and local laws providing for nondiscrimination in employment against qualified individuals with disabilities.

If any employee observes any violation of the above policies, they are encouraged to report the violation to our Human Resources Department at our corporate headquarters. A thorough investigation will be conducted. If the investigation reveals that a violation has occurred, Norstan Apparel Shops, Inc. will take prompt and effective corrective measures. Employees reporting violations of the above policies will not be subject to any penalty, retaliation or embarrassment for coming forward.

It is the belief of Norstan Apparel Shops ,Inc., that our employees are our most valued asset and that discriminatory employment practices would be harmful to our efforts to ensure the continued growth of our corporation.

EXHIBIT "B": LETTER OF REFERENCE

[Norstan Apparel Shops, Inc. Letterhead]

To Whom It May Concern:

This letter serves to confirm that Ms. Glenda Herring was employed by Norstan Apparel Shops, Inc. in the position of Store Manager at the company's "Fashion Cents" store in the Tampa Bay Mall, Tampa, Florida. She was employed from March 9, 1999 through May 27, 1999, at a salary of five hundred dollars (\$500.00) per week.

This information is being provided pursuant to Norstan Apparel Shops, Inc.'s, policy of responding to reference requests from former employees or potential employers by providing information limited to the former employee's position, length of service and salary.

Sincerely,

[Human Resources Official]

EXHIBIT "C": NOTICE

**NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
AND NORSTAN APPAREL SHOPS, INC. D/B/A FASHION CENTS**

This notice is being posted pursuant to a Consent Decree entered by the United States District Court for the Middle District of Florida, Tampa Division, in Equal Employment Opportunity Commission v. Norstan Apparel Shops, Inc. d/b/a Fashion Cents, Civil Action No. 8:01-CV-379-T-26EAJ. Title VII of the Civil Rights Act of 1964 ("Title VII"). Title VII protects individuals from employment discrimination because of their race, religion, color, sex (including sexual harassment and pregnancy) and/or national origin. Title VII also protects individuals from retaliation for having complained of an unlawful employment practice. Norstan Apparel Shops, Inc. d/b/a Fashion Cents does not condone discrimination or retaliation of any kind as set forth in federal laws.

Norstan Apparel Shops, Inc. d/b/a Fashion Cents assures its employees that it supports Title VII and will not take any action against an individual because he/she has exercised his/her rights under the law to oppose discriminatory acts or to file charges with the EEOC.

Appropriate corrective action, up to and including termination, shall be taken against any employee (including management personnel) found to violate company policies regarding discrimination, based upon the circumstances involved.

This notice shall remain posted for three (3) years from the date signed. Employees or applicants for employment who have questions about their rights under Title VII or any other federal anti-discrimination law may telephone the Miami District Office of the Equal Employment Opportunity Commission at 1-800-669-4000 or (305) 530-6001.

Signed this ____ day of _____, 2002.

Chief Financial Officer
Norstan Apparel Shops, Inc.

Date Printed: 12/11/2002

Notice sent to:

01-379

- Carla J. Von Greiff, Esq.
Equal Employment Opportunity Commission
Tampa Area Office
501 E. Polk St., Suite 1020
Tampa, FL 33602
- Kristyne E. Kennedy, Esq.
Jackson Lewis LLP
390 N. Orange Ave., Suite 1285
P.O. Box 3389
Orlando, FL 32802-3389
- Stephanie A. Yelenosky, Esq.
Jackson Lewis LLP
390 N. Orange Ave., Suite 1285
P.O. Box 3389
Orlando, FL 32802-3389
- David E. Block, Esq.
Jackson Lewis LLP
One Biscayne Tower, Suite 3500
Two S. Biscayne Blvd.
Miami, FL 33131-2374
- Margaret Alverson Laney, Esq.
Laney Law Firm, LLC
2575 Peachtree Rd. N.E., Suite 17B
Atlanta, GA 30305
- Mary A. Lau
Lau, Lane, Pieper, Conley & McCreadie, P.A.
100 S. Ashley Dr., Suite 1700
P.O. Box 838
Tampa, FL 33601-0838