

08-21-2002 16:19

From-EEOC DETROIT DISTRICT OFC

313 226 6534

T-084 P.032

F-349

08/21/02 WED 10:34 FAX 1 248 355 1342

MADDIN, HAUSER

0002

CLOSED

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

and

TAMMY MANOR,

Intervening Plaintiff

ADVANTAGE STAFFING, INC.,
a Michigan Corporation, and
JAMES PEIL, an individual,
jointly and severally,

Defendants.

Civil Action No. 01-72893
Honorable Avern Cohn



02 AUG 22 PM 13

FILED

CONSENT DECREE

1. Plaintiff, the United States Equal Employment Opportunity Commission (the "Commission" or "EEOC") commenced this action on July 31, 2001, in the United States District Court for the Eastern District of Michigan, Southern Division, alleging that Defendant Advantage Staffing, Inc. ("Advantage Staffing") engaged in discriminatory employment practices by requiring Tammy Manor to place candidates for employment based on the discriminatory preferences of its clients, retaliated against Manor for refusing to comply with the discriminatory requests, and constructively discharged Manor in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. ("Title VII").
2. As a result of settlement discussions, the EEOC and Advantage Staffing have resolved their differences and have agreed that this action should be settled by entry of this Consent

30

08-21-2002 16:18 From: EEOC DETROIT DISTRICT OFC

313 226 6534

T-094 P.033

F-349

08/21/02 WED 10:34 FAX 1 248 355 1942

MADDIN, HAUSER

@cc:

Decree. It is the intent of the parties that this Consent Decree be a final and binding settlement in full disposition of any and all claims alleged in the Complaint against Advantage Staffing or in the Charge of Discrimination, Charge No. 230-A0-0686.

FINDINGS

3. The EEOC is the agency of the United States government authorized by Title VII to investigate allegations of unlawful employment discrimination, to bring civil actions to prohibit unlawful practices, and to seek relief for individuals affected by such practices.
4. Advantage Staffing is an employer engaged in an industry affecting commerce within the meaning of Section 701(b), (g) and (h) of Title VII, 42 U.S.C. Section 2000e-(b), (g) and (h). Advantage Staffing has continuously had and does now have at least fifteen (15) employees.
5. Pursuant to Title VII, the parties acknowledge the jurisdiction of the United States District Court for the Eastern District of Michigan (Southern Division) over the subject matter and over the parties to this case for the purpose of entering this Decree and, if necessary, enforcing this Decree.
6. Venue is appropriate in the Eastern District of Michigan (Southern Division). For purposes of this Decree and any proceedings related to this Decree only, Advantage Staffing agrees that all statutory conditions precedent to the institution of this lawsuit against Advantage Staffing have been fulfilled.
7. Having examined the terms and provisions of the Consent Decree and based on the pleadings, records, and stipulations of the parties, the Court finds the following:
 - A. The Court has jurisdiction over the subject matter of this action against Advantage Staffing and the parties;

08-21-2002 16:18

From-EEOC DETROIT DISTRICT OFC

313 226 6534

T-094 P.034

F-348

08/21/02 WED 10:34 FAX 1 248 355 1342

MADDIN, HAUSER

0001

- B. The terms and provisions of this Consent Decree are fair, reasonable, and just. The rights of Advantage Staffing and the EEOC, and those for whom the EEOC seeks relief are adequately protected by this Decree;
- C. The Consent Decree conforms with the Federal Rules of Civil Procedure and Title VII, and is not in derogation of the rights and privileges of any person. The entry of this Consent Decree will further the objectives of Title VII and will be in the best interests of the parties and those for whom the EEOC seeks relief.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

NON-DISCRIMINATION

8. Advantage Staffing, its officers, agents, employees, successors, assigns, and all persons in active concert or participation with them or any of them shall comply with the provisions of Title VII with regard to discrimination. In doing so, Advantage Staffing understands that it cannot discriminate against employees on the basis of race, color, sex, religion or national origin.

NON-RETALIATION

9. Advantage Staffing shall not take any action against any person which constitutes intimidation, retaliation, harassment, or interference with the exercise of such person's rights under Title VII because of the filing of Charge No. 230-A0-0686 with the EEOC, which forms the basis for the present action, or because such person(s) gave testimony or assistance, or participated in any manner in the investigation or lawsuit emanating from Charge No. 230-A0-0686.

NON-ADMISSION

08-21-2002 16:20 From-EEOC DETROIT DISTRICT OFC

313 226 6534

T-084 P.035

F-349

08/21/02 WED 10:35 FAX 1 248 355 1342

MADDIN, HAUSER

0000

10. This Decree, being entered with the consent of the EEOC and Advantage Staffing, shall not constitute an adjudication or finding on the merits of this case and shall not be construed as an admission by Advantage Staffing of any violation of Title VII or any other law, rule or regulation dealing with or in connection with equal employment opportunity.

COVERED FACILITIES

11. The provisions of this Decree shall apply to all of Advantage Staffing's facilities in the metropolitan Detroit area.

DURATION OF DECREE

12. This Consent Decree shall be in effect for a period of three (3) years from the date it is entered by the Court.

MONETARY COMPENSATION

13. Advantage Staffing, Inc. shall pay monetary compensation to Tammie Manor in the amount of Sixty Thousand Dollars (\$60,000.00) in the following manner: Advantage shall pay Manor \$30,000.00 within seven days of the entry of this Consent Decree. Advantage shall pay an additional \$20,000.00 to Manor on or before June 1, 2003 and an additional \$10,000.00 to Manor on or before December 1, 2003. Within thirty (30) days of each payment, Advantage Staffing shall send a photocopy of each check, along with a photocopy of the Certified Mail receipt, to Adele Rapport, EEOC Regional Attorney, at 477 Michigan Avenue, Suite 865, Detroit, MI 48226. In the event that Advantage (or any successor of Advantage) fails to make any of the payments above within ten (10) days after receiving by certified mail a notice from Plaintiff of failure to pay, or otherwise files for bankruptcy or

08/21/02 WED 10:36 FAX 1 248 355 1942

MADDIN, HAUSER

008

ceases to operate, then Plaintiff and Plaintiff Intervenor shall have the right and power (but is not required) to immediately thereafter file the attached executed Consent Judgment accompanied by an affidavit of default (as required by the Consent Judgment) specifying the default and entering the amount yet unpaid under this Decree.

EQUITABLE RELIEF

14. Advantage Staffing agrees to adhere to an equal employment opportunity policy which prohibits discrimination made unlawful under Title VII. Specifically, Advantage Staffing acknowledges that the non-discrimination requirements of the Consent Order, Civil Action No. 00X71547, previously entered by this Court, continues to apply to it. In so doing, Advantage Staffing agrees to abide by the following injunction:

Advantage will consider and place applicants for employment without regard to sex, race, ethnic origin, religion or disability status in considering applicants for placement with its clients.

TRAINING

15. Advantage Staffing agrees that it will conduct training on Title VII's prohibitions, for all of its existing personnel and for all new hires in such positions. The training shall consist of oral, written and/or video presentations concerning an employer's obligations under Title VII, including but not limited to an employer's obligation to refrain from engaging in discriminatory hiring practices. This training shall be administered to all existing personnel and to all new hires in such positions. The training must be conducted within six (6) months after entry of this Decree or six (6) months after the commencement of employment for all new hires in such positions, and the EEOC must be notified, in writing, as to the type and

method of training, length of training course(s) and the names of all attendees. The trainer and the training materials must be approved by the EEOC. The EEOC will not unreasonably withhold its approval.

POSTING OF NOTICE

16. Advantage Staffing Company agrees that it shall post a copy of the Notice attached as Attachment A in a conspicuous location at all of its metropolitan Detroit area facilities where employee notices are posted. The Notice shall be posted for three (3) years. In addition, Advantage Staffing agrees to post notice of all applicable equal employment opportunity laws and all other notices required by law. In the event that any of the aforementioned notices becomes defaced, marred or otherwise made unreadable, Advantage Staffing agrees to immediately post a readable copy of such notice(s).

REINSTATEMENT

17. Advantage Staffing agrees to immediately and retroactively reinstate Tammie Manor to the position of Personnel Supervisor. In so doing, Advantage will classify Manor as on an indefinite unpaid leave of absence due to company financial reasons. This Paragraph incorporates by reference Paragraph 10 of the Settlement Agreement and General Release executed between Plaintiff Intervenor and Defendants, and is to be construed consistent with all the provisions thereof.

LETTER OF REFERENCE

18. Advantage Staffing agrees to respond to requests for employment references by providing strong, favorable references for Tammy Manor, whether verbally or in writing, to any prospective employer who requests a reference regarding Manor.

DISPUTE RESOLUTION AND COMPLIANCE

19. The Court will have all available equitable powers to enforce this Decree, including injunctive relief.
20. Upon motion of either party, the Court may schedule a hearing for the purpose of reviewing compliance with this Decree. The parties shall engage in a good faith effort to resolve any dispute as to compliance with this Decree prior to seeking review by the Court, and shall be required to give written notice to each other ten (10) days before moving for such review. Upon reasonable cause to believe this Decree has been violated, the EEOC and/or Advantage may conduct expedited discovery under the Federal Rules of Civil Procedure for purposes of determining compliance with this Decree or defending against a claim of non-compliance, with fifteen (15) business days notice for depositions, entry to premises and access to documents and with fifteen (15) response days for written discovery.

COURT COSTS AND ATTORNEY FEES

21. Each party shall bear its own court costs and attorneys' fees.

DURATION OF DECREE

22. For purposes of monitoring compliance with this Decree with respect to the non-discrimination, non-retaliatory, training and posting provisions, above, and for entry of such further orders or modifications as the Court finds necessary and appropriate, either party may petition the Court to enforce compliance with this Decree for up to three years after this Decree is entered.

MISCELLANEOUS

23. If any provision(s) of this Consent Decree is found to be unlawful, only the specific provision(s) in question shall be affected and the other provisions will remain in full force

08-21-2002 16:21 From-EEOC DETROIT DISTRICT OFC
 AUG 21 2002 11:04 AM EEOC DETROIT DISTRICT

313 226 6534

T-084 P.009

F-349

08/21/02 WED 10:38 FAX 1 248 338 1342

MADDIN, HAUSER

009

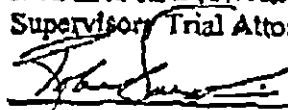
and effect.

24. The terms of the Consent Decree are and shall be binding upon the present and future owners, officers, directors, employees, creditors, agents, trustees, administrators, successors, representatives, and assigns of Advantage Staffing.
25. Prior to entry of this Consent Decree by the Court, the Charging Party Tammie Menor will deliver a release duly executed by herself to the attorney of record for Advantage Staffing.
26. This Consent Decree constitutes the entire agreement and commitments between the EEOC and Advantage Staffing. Any modifications to this Decree must be mutually agreed upon and memorialized in a separate writing signed by Advantage Staffing and the Commission.
27. When this Consent Decree requires the submission of any documents to the EEOC, if not otherwise indicated in the Decree or Attachments, they shall be mailed by Certified Mail to Adele Rapport, Regional Attorney, Equal Employment Opportunity Commission, Detroit District Office, Patrick V. McNamara Federal Building, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226.

EQUAL EMPLOYMENT OPPORTUNITY
 COMMISSION

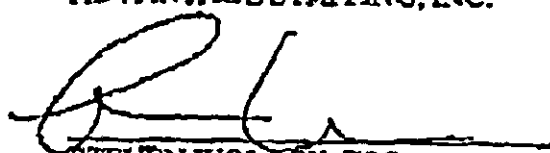
GWENDOLYN YOUNG REAMS
 Associate General Counsel

ROBERT K. DAWKINS (P38289)
 Supervisory Trial Attorney


 ADELE RAPPORT (P44833)
 Regional Attorney

DETROIT DISTRICT OFFICE
 Patrick V. McNamara Federal Building
 477 Michigan Avenue, Room 865
 Detroit, Michigan 48226
 (313) 226-6701

ADVANTAGE STAFFING, INC.


 STEVEN WOLOCK, ESQ.
 Attorney for Defendant
 Madden, Hauser, Wartell, Roth, Heller & Pesses,
 P.C.
 28400 Northwestern Highway
 Southfield, MI 48034-8004
 (248) 354-4030

[remaining signatures on page 9]



Claudia D. Orr (P45402)
Clark Hill, PLC
500 Woodward Avenue, Suite 3500
Detroit, Michigan 48226-3435
(313) 965-8300

Attorney for Plaintiff-Intervenor

IT IS SO ORDERED;

DATE: AUG 22 2002



HONORABLE AVERN COHN
United States District Judge

08/21/02 WED 10:39 FAX 1 248 355 1342

MADDIN, HAUSER

011

ATTACHMENT A

NOTICE

This Notice is being posted pursuant to a resolution of a lawsuit against Advantage Staffing by the Equal Employment Opportunity Commission. This Notice is to inform you of your rights guaranteed by federal law under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, *et seq.* ("Title VII"), and the Americans with Disabilities Act of 1990, 42 U.S.C. 12101, *et seq.* ("ADA"). These federal laws prohibits discrimination on the basis of race, sex, religion, national origin, and disability with regard to any term or condition of employment, hiring, layoff, recall, promotion, discharge, pay and fringe benefits, and also prohibits retaliation for opposing unlawful employment practices or because an employee has made a charge, testified, assisted or participated in any manner in an investigation or litigation conducted by the United States Equal Employment Opportunity Commission.

The United States Equal Employment Opportunity Commission ("EEOC") is the federal agency which investigates charges of unlawful employment discrimination and if necessary, brings lawsuits in federal court to enforce Title VII and the ADA.

Advantage Staffing Company supports and will comply with Title VII and the ADA in all respects and will not take any action against any employee(s) because they have exercised their rights under these laws.

DATED

Advantage Staffing, Inc.