

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

FILED

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

Plaintiff,)

v.)

LI'L CRICKET FOOD STORES, INC.,)

Defendant.)

CIVIL ACTION NO. NOV 21 2002

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

6:01-3871
CONSENT DECREE

ENTERED

NOV 21 2002

The Equal Employment Opportunity Commission (the "Commission") instituted this action pursuant to Section 706(f)(1) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq., ("Title VII") and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

The Commission and the Defendant 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 12 below.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. Defendant shall not discriminate against applicants or employees on the basis of religion,

and specifically shall provide reasonable religious accommodations to employees, absent undue hardship. Defendant further will refrain from engaging in any other employment practice which discriminates against Defendant's employees on the basis of religion.

2. Defendant shall institute and carry out policies, practices, and programs which provide equal employment opportunities for its employees without regard to religion, and which eradicate the effects of its past and present unlawful employment practices. Specifically, Defendant shall adopt an anti-discrimination policy which describes the requirements of Title VII, including the company's obligation to provide a reasonable accommodation for the sincerely-held religious beliefs of its employees absent an undue hardship. Li'l Cricket will include such policy in its operations manual and employee handbooks. The written policy will be distributed to all current employees of Li'l Cricket, and a copy will be provided to all new hires during the term of this Decree.
3. Defendant will post the employment notice (attached as Attachment A) in each of its stores in a location accessible to all employees for a period of five years.
4. Defendant shall pay Mary Malinda Booker the sum of Fifteen Thousand Dollars (\$15,000) in settlement of her claims. Defendant shall make payment by issuing a check payable to Mary Booker. Payment shall be made within thirty days after the Court approves this Consent Decree, and Defendant shall mail the check to Mary Booker at an address to be provided by the Commission. Defendant shall mail to Mindy E. 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 Mary Booker.

5. Defendant agrees to eliminate from the employment records of Mary Booker, any and all documents and entries relating to the facts and circumstances which led to her termination, and all warnings related to the alleged reasons for terminating Mary Booker.
6. Defendant agrees that it shall provide a training program to all of its store managers, Supervisors, and Officers regarding the laws related to federal equal employment opportunity laws, including Title VII of the Civil Rights Act of 1964. The training will specifically cover Defendant's legal obligation with regard to providing employees reasonable accommodations for religious observances, practices and beliefs. At least fifteen (15) days prior to the program, Defendant shall provide the Commission with an agenda for the training program. This training shall be completed within ninety (90) days after entry of the decree by the Court. Within ten (10) days after completion of the training, Defendant shall certify to the Commission the specific training which was undertaken and shall provide the Commission with a roster of all employees in attendance.
7. Defendant agrees to provide the Commission with semi-annual reports during the term of this Decree. The reports shall include the following information: the identities of all employees and prospective employees who have requested or notified Li'l Cricket of the need for a religious accommodation, the date of the requests, the nature of the request, and the response by Li'l Cricket to said need. Defendant shall submit the first report to the Commission four months after the date that the Consent Decree is entered, and every six months thereafter during the term of this Decree.
8. Defendant 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. Any inspection for the purpose of satisfying the review component of this provision shall occur after providing Defendant with at least three (3) days of advance notice. The Notice contemplates that the Commission speak to the named representative of Defendant.

9. If anytime during the term of this Decree, the Commission believes that Defendant is in violation of this Decree, the Commission shall give notice of the alleged violation to the Defendant. Defendant shall have twenty (20) 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 Commission exercises any remedy provided by law.
10. The term of this Decree shall be for five (5) years from its entry by the Court.
11. Each party shall bear its own costs and attorneys' fees.
12. This Court shall retain jurisdiction of this cause for purposes of entering such further orders as may be necessary or appropriate. AND IT IS SO ORDERED:

November 20, 2002
Date

Theresa L. Waade
Judge, U.S. District Court
District of South Carolina

WE CONSENT

Dated this 31st day of October, 2002.

GWENDOLYN YOUNG REAMS
Associate General Counsel

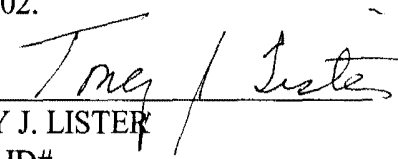
MINDY E. WEINSTEIN
Regional Attorney


EDWIN L. TURNAGE

Trial Attorney
Federal ID# 5189
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
301 N. Main Street
Landmark Building, Suite 1402
Greenville, SC 29601
(864) 241-4406

WE CONSENT

Dated this 31 day of October, 2002.


TONEY J. LISTER

Federal ID#
LISTER & HAWKINS, PA
P.O. Box 2929
Spartanburg, SC 29304-2929

ATTORNEY FOR DEFENDANT

NOTICE TO EMPLOYEES

1. This Notice is posted pursuant to an agreement between Li'l Cricket Food Stores, Inc., and the United States Equal Employment Opportunity Commission.
2. 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.
3. Title VII is a federal law which prohibits religious discrimination all aspects of employment including, but not limited to, hiring, promotion, discharge, pay, job training and fringe benefits. Title VII also requires, absent undue hardship, that employers provide reasonable religious accommodations to employees
4. Li'l Cricket hereby reaffirms its commitment to compliance with such federal law in all respects. Li'l Cricket 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.
5. It is Li'l Cricket's policy to maintain a working environment free from religious discrimination.

An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination or harassment 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 or harassment.

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

Attachment A