

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
)	
vs.)	No.06-02179-Ma/ P
)	
A& I PRODUCTS, INC.,)	
)	
Defendant.)	

CONSENT DECREE

INTRODUCTION

Plaintiff, Equal Employment Opportunity Commission (hereinafter the “Commission”), instituted this action on behalf of Ann Boyd and Jennifer Wilson, alleging that Defendant A & I Products, Inc., (hereinafter the “Defendant” or “A & I”), subjected Boyd and Wilson to sexual harassment and retaliation, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq.

In the event this proposed Consent Decree is not approved or does not become final, then it shall not be admissible in evidence in any subsequent proceeding in this action. Further, this Consent Decree shall not be admissible in any other action now pending or which may be filed in the future.

This Consent Decree constitutes the complete and exclusive Agreement between the parties with respect to the matters referred to herein. No waiver, modification or amendment of any provision of this Consent Decree shall be effective unless made in writing and signed by both parties. No representations or inducements to compromise

this action have been made, other than those recited or referenced in this Consent Decree.

The Court has reviewed the terms of the proposed Consent Decree in light of the applicable laws and regulations, the statements and representations of counsel for all parties, and hereby approves the Consent Decree.

I. JURISDICTION

The United States District Court for the Western District of Tennessee, Western Division, has jurisdiction over the parties and subject-matter of this litigation.

II. GENERAL PROVISIONS

This Consent Decree, being entered with the consent of the parties for purposes of settlement, shall not constitute an adjudication on the merits of this lawsuit and shall not be construed as an admission by Defendant of any violation of Title VII.

III. SCOPE AND DURATION OF AGREEMENT

A. By entering into this Consent Decree, the parties do not intend to resolve any charges of discrimination currently pending before the Commission other than Charge Nos. 250-2005-01925 and 250-2005-00447 filed by Ann Boyd, which created the procedural foundation for the complaint in this case.

B. This Agreement shall not be considered in any manner to be dispositive of any other charges now pending before any office of the Commission, or other lawsuits, if any, pending against Defendant A & I, other than this lawsuit and the above-mentioned charge.

C. The provisions of the Consent Decree shall remain in effect for a period of one year from the date of the entry of the decree

IV. INJUNCTIVE RELIEF

A. Defendant, its officers, agents, management, (including supervisory employees), successors, assigns, are hereby enjoined from knowingly or intentionally violating Title VII by: (i) discriminating against current female employees or female applicants for employment with A & I on the basis of sex in any aspect of employment or application for employment; (ii) engaging in or being a party to any action, policy, or practice, that is intended to or is known to them to have the effect of harassing or intimidating any female employee of A & I on the basis of sex; and (iii) engaging in any employment practice which has the purpose or effect of discriminating against any employee or applicant for employment on the basis of sex pursuant to Title VII.

B. Defendant, its officers, agents, management (including supervisory employees), successors, assigns and all persons acting in concert with Defendant are hereby enjoined from knowingly or intentionally engaging in any employment practice which has the purpose or effect of retaliating against any employee or applicant for employment for participating in any proceeding under Title VII or for opposing discriminatory employment practices made unlawful under Title VII.

V. TRAINING

Defendant shall provide “employment-discrimination awareness” training to all personnel employed at its Memphis facility, according to the following terms:

- (a) the training session will include at least two (2) hours of instruction;
- (b) The training will include the following topics: what constitutes sexual harassment; how to prevent, identify and remedy harassment; what constitutes retaliation in violation of Title VII; Defendant’s policy against sexual harassment

and retaliation; and implementation of Defendant's policy against sexual discrimination, including procedures and responsibilities for reporting, investigating and remedying conduct an employee believes may constitute sexual harassment.

(c) The training will be conducted at Defendant's Memphis location and will be attended by the Director of Human Resources or the Director of Business Operations.

(d) Within forty-five (45) days after execution of this Consent Decree by the parties, Defendant shall submit to the Commission the date of the proposed training session(s) and a detailed outline of the proposed training. The Commission will have forty-five (45) days after the date of receipt of such information to reject the training proposal, with a detailed explanation of the ground(s) for doing so. The Commission will not unreasonably withhold its approval of the proposal. If the Commission does not approve the contents of the training session, the parties shall attempt to resolve the matter, and if unsuccessful, submit the dispute to the Court.

(e) The training session will be conducted within one hundred twenty (120) days after the date of the entry of this Consent Decree by the Court or within thirty (30) days of approval of the outline or resolution of disputes relating to same as set forth in (d) above, whichever occurs later.

(f) Defendant within 150 days of this Agreement shall provide documentation to the Commission of training compliance for all personnel located at its Memphis facility. This information should be forwarded to Darin Tuggle at the address

listed on the signature page of this decree.

VI. POSTING AND POLICIES

Within thirty (30) days of the entry of this Consent Decree, Defendant shall post and cause to remain posted for one year at its Memphis, Tennessee facility the notice attached hereto as Exhibit A.

VII. INDIVIDUAL RELIEF

A. Defendant has delivered to Ann Boyd a cashier's check payable to "Ann Boyd" in the amount of \$15,000.00. The amount is \$14,711.29 in damages and \$288.71 in backpay and accrued interest.

B. Defendant has delivered to Jennifer Wilson a cashier's check payable to "Jennifer Wilson" in the amount of \$15,000.00. The amount is \$14,696.35 in damages and \$303.65 in backpay and accrued interest.

C. A copy of the checks will be mailed to Darin B. Tuggle, Trial Attorney, at the Commission's Memphis District Office.

VIII. REPORTING

A. Defendant will provide two reports to the Commission. The first report will be submitted within six (6) months of entry of the Decree. The second report will be submitted within twelve (12) months of entry of the Decree. Each report will describe all complaints of sexual harassment, if any, made at the Memphis facility following the entry of the Decree, describe the investigation conducted by Defendant in response to each complaint and indicate how the complaint was resolved. Each report will describe Defendant's training of all supervisors and managerial personnel as set forth herein.

B. Each report will be forwarded to Faye A. Williams, Regional Attorney, at

the Memphis District Office of the Commission.

IX. EXPUNGEMENT

The Defendant shall expunge from the personnel files of both Ann Boyd and Jennifer Wilson any and all disciplines challenged in Charge No. 250-2005-01925. The Defendant will also expunge from the personnel files of both Ann Boyd and Jennifer Wilson any reference to the charge of discrimination and this litigation.

X. COSTS

Each party shall bear that party's own costs, attorneys' fees, and expenses.

s/ SAMUEL H. MAYS, JR.
UNITED STATES DISTRICT JUDGE

DATE: November 23, 2007

FOR DEFENDANT:

s/ Ralph T. Gibson (w/ permission DBT)

RALPH T. GIBSON

Bar No. 18861

Bateman Gibson

1010 Cotton Exchange Building

64 Union Ave.

Memphis, TN 38103

FOR THE COMMISSION:

RONALD S. COOPER

General Counsel

JAMES LEE

Deputy General Counsel

GWENDOLYN YOUNG REAMS

Associate General Counsel

s/ Faye A. Williams (w/ permission DBT)

FAYE A. WILLIAMS

Regional Attorney

TN Bar No. 1170

s/ Darin B. Tuggle

DARIN B. TUGGLE

Trial Attorney

NJ Bar No. 048621998

EQUAL EMPLOYMENT

OPPORTUNITY COMMISSION

1407 Union Avenue, Suite 901

Memphis, TN 38104

(901) 544-0137

s/ William A. Cash, Jr. (w/ permission DBT)

WILLIAM A. CASH, JR.

Supervisory Trial Attorney

AR Bar No. 88081

EQUAL EMPLOYMENT

OPPORTUNITY COMMISSION

820 Louisiana Avenue, Suite 200

Little Rock, AR 72201

(501) 324-5539

NOTICE

1. This Notice to all employees of A & I Products, Inc., is being posted as part of a mutual agreement between A & I Products, Inc., and the Equal Employment Opportunity Commission in settlement of a complaint of employment discrimination.

2. Federal law requires an employer to maintain a workplace free from harassment based on sex, as well as race, color, religion, national origin, age (40 or older), or disability with respect to working environment or terms and conditions of employment.

3. A & I Products, Inc., supports and will comply with Title VII in all respects and will not take any action against employees because they have opposed employment practices made illegal by Title VII or exercised their rights under the law by filing charges with the Equal Employment Opportunity Commission, or because they testified, assisted, or participated in any manner in any investigation, proceeding, or hearing under Title VII.

Date

A & I Products, Inc.