

BMS

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Plaintiff,

and

STEVEN JOHNSON

Plaintiff-Intervenor
v.

JERITH MANUFACTURING

Defendant.

Civil Action No. 05-5371 (BMS) (JPH)

CONSENT DECREE

FILED

SEP 18 2006

MICHAEL E. RUNZ, Clerk
By _____ Dep. Clerk

INTRODUCTION

A. This action was instituted by the United States Equal Employment Opportunity Commission (the "EEOC" or the "Commission") on or about October 13, 2005 against Jerith Manufacturing under Title VII of the Civil Rights Act of 1964 and Title 1 of the Civil Rights Act of 1991 ("Title VII"). The EEOC alleged that Defendant Jerith Manufacturing, ("Jerith Manufacturing" or "Defendant"), discriminated against Mr. Johnson because of his race, African American, when Defendant unlawfully terminated him. Defendant denies these allegations.

B. This Consent Decree is entered into by the EEOC and Defendant Jerith Manufacturing.

This Consent Decree shall be final and binding between the EEOC and Defendant Jerith Manufacturing, its directors, officers, agents, employees, successors or assigns and all persons in active concert or participation with it, (hereinafter collectively referred to as ("Jerith Manufacturing" or "Defendant").

C. The Commission and Defendant do hereby agree to the entry of this Consent Decree, which shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 05-CV-5371 this Consent Decree shall not constitute an adjudication of or

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finding on the merits of the case and shall not be construed as a violation of Title VII by Defendant, which in fact Defendant denies.

CONSENT DECREE

Upon consent of the parties to this action, it is hereby ORDERED, ADJUDGED and DECREED that:

NON-DISCRIMINATION AND NON-RETALIATION

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. Defendant is enjoined from engaging in any employment practice which constitutes unlawful discrimination under Title VII.
3. Defendant shall not divulge, directly or indirectly, except as required by law, to any employer or potential employer of Steven Johnson, any of the facts or circumstances related to the charge of discrimination against Defendant, or any of the events relating to their participation in the litigation of this matter.
4. Jerith Manufacturing shall expunge from the personnel files of Steven Johnson any documents and/or related papers pertaining to any discipline that was a subject of this litigation. In response to a request for an employment reference, Defendant shall provide only a confirmation of Mr. Johnson's job title, dates of employment and salary.
5. Defendant shall comply fully with all provisions of Title VII. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of Defendant under Title VII or the EEOC's authority to process or litigate any charge of discrimination which may be filed against Jerith Manufacturing in the future.

MONETARY RELIEF

6. Defendant agrees to pay monetary relief in the total amount of \$50,000.00 to Steven Johnson, in full settlement of the claims against Defendant which were raised in the Commission's Complaint. If Jerith Manufacturing does not comply and fails to pay the designated amount set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus costs, and interest to be paid at the legal rate, compounded daily. Defendant will mail a photocopy of each check to the EEOC, to the attention of Rachel M. Smith, Trial Attorney, EEOC, The Bourse, 21 South Fifth Street, Suite 400, Philadelphia, PA 19106-2515, within five days of the date of mailing of the check or checks to Mr. Johnson's private counsel.

POSTING OF NOTICE

7. Within ten (10) business days after entry of this Decree, or as soon as practicable, Jerith Manufacturing shall post same-sized copies of the Notice attached as Exhibit 1 to this Decree on all bulletin boards located at its Philadelphia, PA facility usually used by Defendant for communicating with employees. The notice shall remain posted for one year from the date of entry of this Decree. Counsel for Jerith Manufacturing shall provide a copy of the Notice, and an indication of the date and location of its posting, to the EEOC's Philadelphia District Office, attention, Rachel Smith, Trial Attorney, within ten (10) days of the posting. Defendant shall permit a representative of the EEOC to enter Defendant's premises for purposes of verifying compliance with this Paragraph at any time during normal business hours with prior notice. Defendant shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Should the posted copies become defaced, removed, marred, or

otherwise illegible, Jerith Manufacturing agrees to as soon as practicable post a readable copy in the same manner as hereto specified.

NON-DISCRIMINATION POLICIES AND COMPLAINT PROCEDURES

8. Jerith Manufacturing's policy or policies against discrimination and complaint procedures shall be drafted in plain and simple language. Jerith Manufacturing shall ensure that its policy or policies against discrimination and related complaint procedures meet the following minimum criteria:

(a) State that Jerith Manufacturing: (i) prohibits discrimination against employees on the basis of race; and (ii) prohibits retaliation against employees for opposing employment practices they reasonably believe are discriminatory or for participating in an investigation by the EEOC or a state or local governmental agency of a charge of discrimination under Title VII;

(b) Include a complaint procedure designed to encourage employees to come forward with complaints regarding violations of its policy or policies against discrimination which shall meet the following minimum criteria: (i) provide effective mechanism(s) for reporting incidents of discrimination and retaliation; (ii) provide that the complaints of discrimination and/or retaliation can be made either in writing or verbally; (iii) identify employees to whom an employee can make a complaint; (iv) encourage prompt reporting by employees; and (v) provide assurances that complainants shall not be subjected to retaliation;

(c) Provide for prompt investigation of complaints of discrimination;

(d) Provide for prompt communication to the complaining party of the results of the investigation and any remedial actions taken or proposed; and

(e) Provide for discipline up to and including discharge of an employee or supervisor

who violates Jerith Manufacturing' policy or policies against discrimination and for increasingly severe discipline of repeat offenders.

9. Jerith Manufacturing shall distribute to all of its employees and newly-hired employees at its Philadelphia, PA facility, its policy or policies against discrimination and retaliation within 90 days after entry of this Consent Decree.

10. Within 90 days after entry of this Consent Decree, Jerith Manufacturing shall advise Rachel M. Smith, Trial Attorney, EEOC's Philadelphia District Office, that its policy or policies against discrimination and retaliation have been distributed to current employees via paycheck enclosure and that new employees will receive these policies and an opportunity to acknowledge receipt. Jerith Manufacturing will retain copies of any acknowledgment of receipt form for an employee in the employee's personnel file.

11. Within 90 days after the entry of this decree, Jerith Manufacturing shall send a copy of its policy or policies against discrimination and retaliation with each employee's paycheck.

SUPERVISOR ACCOUNTABILITY

12. Jerith Manufacturing shall promote supervisor accountability by the following conduct:

(a) Providing anti-discrimination training to all of its supervisory and managerial personnel as set forth in Paragraph 13;

(b) Disciplining, up to and including discharge, any supervisor or manager who violates Jerith Manufacturing' policy or policies against discrimination;

(c) Imposing on all managers and supervisory personnel a duty to administer their work areas to ensure compliance with Jerith Manufacturing' policy or policies against discrimination; and

(d) Requiring all managers and supervisors to report any incidents and/or complaint of discrimination of which they become aware to the President of Jerith Manufacturing, a supervisor, or a Human Resources manager.

TRAINING

13. Defendant shall provide training on the requirements of Title VII on the following terms:

a. Defendant agrees to provide a training session to all of its managers and supervisors by a trainer or vendor approved by the EEOC to provide training on an employee's rights under Title VII, and the employer's obligations under Title VII, with an emphasis on what constitutes unlawful and differential treatment of minority employees in the workplace, how to keep Defendant free of such forms of discrimination;

b. The training session will include a live presentation by a high ranking official of Jerith Manufacturing, emphasizing Jerith Manufacturing' commitment to prevent discrimination;

c. Defendant shall first provide training in accordance with Paragraph 13(a) by no later than December 31, 2006.

14. In addition to the training described in Paragraph 13, Defendant will provide training to all Managers and all employees and supervisors in its Human Resources Department who are responsible for workers employed at Jerith Manufacturing, regarding conducting a prompt and effective investigation into allegations, complaints, or charges of employment discrimination.

15. The training shall be provided by EEOC staff or Defendant shall obtain the EEOC's approval of its proposed trainer prior to the training sessions. Jerith Manufacturing shall submit the name, address, telephone number and curriculum vitae /resume of the proposed trainer, together with the date(s) of the proposed training sessions to the EEOC within thirty (30) calendar days prior to the first day of the proposed date(s) of training. The Commission shall have ten (10) calendar days from the date of receipt of the information described above to accept or reject the proposed trainer(s). In the event the EEOC does not approve Defendant's designated trainer(s), Defendant Jerith Manufacturing shall have ten (10) calendar days to identify an alternate trainer. The EEOC shall have ten (10) calendar days from the date of receipt of the information described above to accept or reject the alternate trainer. In the event the Commission does not approve Defendant's alternate trainer, the Commission shall designate the trainer to be retained and paid for by Jerith Manufacturing. Jerith Manufacturing shall have ten (10) calendar days from receipt of the Commission's recommendation to accept or reject the alternate trainer.

16. Defendant agrees to provide the EEOC with any and all copies of pamphlets, brochures, outlines or other written materials provided to the participants of the training sessions.

17. Jerith Manufacturing shall certify to the EEOC in writing within five (5) business days after the training sessions have occurred that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the dates, location and duration of the training session; and (ii) a copy of the registry of attendance, which shall include the name and position of each person in attendance

DISPUTE RESOLUTION

18. In the event that either party to this Decree believes that the other party has failed

to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance within ten (10) days of the alleged non-compliance and shall afford the alleged non-complying party ten (10) business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance within ten (10) business days, the complaining party may apply to the Court for appropriate relief.

MISCELLANEOUS PROVISIONS

19. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.

20. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of Defendant in their capacities as representatives, agents, directors and officers of Jerith Manufacturing, and not in their individual capacities. This Paragraph shall not be construed as placing any limit on remedies available to the Court in the event that any individual is found to be in contempt for a violation of this Decree.

21. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 05-CV-5371.

22. This Consent Decree shall be filed in the United States District Court for the Eastern District of Pennsylvania and shall continue to be in effect for a period of one year and six (6) months. Any application by any party to modify or vacate this Consent Decree during such period shall be made by motion to the Court on no less than thirty (30) days notice to the other party.

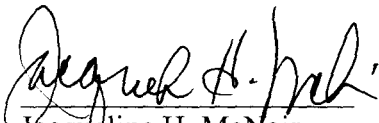
23. The Court retains jurisdiction over this case in order to enforce the terms of the Consent Decree.

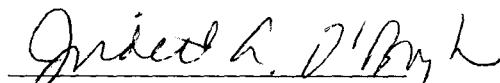
24. The Clerk of the District Court is hereby directed to send a file-stamped copy of this Consent Decree to counsel of record.

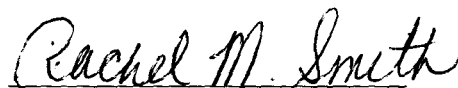
For Plaintiff EEOC:

James L. Lee
Deputy General Counsel


Gwendolyn Young Reams
Associate General Counsel
Washington, D.C.
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION


Jacqueline H. McNair
Regional Attorney


Judith A. O'Boyle
Supervisory Trial Attorney



Rachel M. Smith
Trial Attorney
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Philadelphia District Office
21 S. 5th Street, Suite 400
Philadelphia, PA 19106

For Defendant Jerith Manufacturing


Frank A. Chernak, Esq.
Ballard, Spahr, Andrews & Ingersoll
1735 Market Street, 51st Floor
Philadelphia, PA 19103-7599

IT IS ORDERED:

BY THE COURT:


BERLE M. SCHILLER
UNITED STATES DISTRICT JUDGE

DATE: 9-18-06

EXHIBIT 1

NOTICE TO ALL JERITH MANUFACTURING EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the Federal Court in EEOC, et al. v. Jerith Manufacturing Civil Action Number 05-5371 (E.D.PA), resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Jerith Manufacturing ("Jerith Manufacturing").

Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, et seq., as amended, ("Title VII"), prohibits discrimination against employees and applicants for employment based upon race, color, sex, religion or national origin. Title VII further prohibits retaliation against employees or applicants who avail themselves of their rights under Title VII by engaging in protected activities, such as opposing employment practices believed to be discriminatory, filing a charge of discrimination and/or testifying or participating in a Commission investigation. The EEOC is a federal agency which investigates charges of unlawful employment discrimination. The EEOC has authority to bring lawsuits in Federal Court to enforce Title VII.

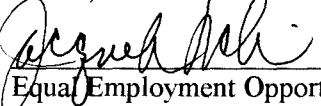
In its lawsuit, the EEOC alleged that Jerith Manufacturing discriminated against an employee because of his race, African American, when Defendant unlawfully terminated him. The Defendant denies these allegations.

To resolve the case, Jerith Manufacturing and the EEOC have entered into a Consent Decree which provided, among other things, that: (1) Jerith Manufacturing will not discriminate on the basis of race; (2) Jerith Manufacturing will not retaliate against any person because she or he opposed any practice made unlawful by Title VII, filed a charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree; and (3) Jerith Manufacturing will train all employees at its Philadelphia, PA facility regarding race discrimination and Jerith Manufacturing's policy prohibiting race discrimination.

If you believe you have been discriminated against, you may contact the EEOC at (215) 440-2600. The EEOC charges no fees and has employees who speak languages other than English.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for one year from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to the: Regional Attorney, EEOC Philadelphia District Office, 21 South 5th Street, Philadelphia, PA 19106.

By: 
For: Equal Employment Opportunity
Commission

By: 
For: Jerith Manufacturing