



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Consent Decrees

Labor and Employment Law Program

11-13-2006

EEOC v. Advance Auto Parts, Inc.

Judge Mary Ann Vial Lemmon

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/condec>

Thank you for downloading this resource, provided by the ILR School's Labor and Employment Law Program. [Please help support our student research fellowship program with a gift to the Legal Repositories!](#)

This Article is brought to you for free and open access by the Labor and Employment Law Program at DigitalCommons@ILR. It has been accepted for inclusion in Consent Decrees by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

EEOC v. Advance Auto Parts, Inc.

Keywords

EEOC, Sarah Harris, Advance Auto Parts, Advance Stores Company, 2:05:-cv-00173-MVL-ALC, consent decree, disparate treatment, hostile work environment, retaliation, sex, female, automotive, employment, title VII

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA**

**U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,
Plaintiff**

versus

**ADVANCE AUTO PARTS, INC.
Defendant**

§ **CIVIL ACTION: 05-173**
§ **SECTION: S**
§ **JUDGE: VIAL LEMMON**
§ **JURY TRIAL DEMANDED**
§
§
§ **MAG. NUMBER: 5**
§ **MAGISTRATE: CHASEZ**

CONSENT DECREE

WHEREAS, the United States Equal Employment Opportunity Commission (“the Commission” or “EEOC”) has instituted the captioned civil action in this the United States District Court for the Eastern District of Louisiana, charging Advance Stores Company, Inc. (“Advance” or “Defendant”), with violations of Title VII of the Civil Rights Act of 1964, as amended (“Title VII”), and alleging that Defendant discriminated and retaliated against Sarah Harris (“Ms. Harris”);

WHEREAS, Defendant has not admitted and does not admit that it has engaged in any unlawful employment practices; and

WHEREAS, this Court has jurisdiction over the subject matter of this action and over the parties to this action; and

WHEREAS, Defendant and the Commission have agreed to settle this matter for the relief specified in this Consent Decree (sometimes referred to hereinafter as “this Decree”); and

WHEREAS, the parties to this lawsuit now wish to resolve all claims and controversies encompassed by this lawsuit without the burden, expense or delay of further litigation;

Therefore, it is **ORDERED, ADJUDGED, AND DECREED** that:

1. The negotiation, execution, and entry of this Consent Decree will resolve any and all claims of Title VII violations brought by the Commission against Defendant alleged in the instant civil action.

2. The purposes of Title VII will be furthered by the entry of this Decree, the terms of which constitute a fair and equitable settlement.

3. Neither the negotiation, nor the execution, nor the entry of this Consent Decree shall constitute (a) an acknowledgment or admission of any kind by Defendant that its officers, agents or employees have violated or have not been in compliance with Title VII or any other applicable law, regulation or order, or (b) evidence of discrimination in these proceedings.

4. This Consent Decree relates only to the violations alleged in EEOC Charge Number 270-2003-00683 and the instant civil action. EEOC reserves all rights to proceed with respect to matters not covered in this Consent Decree and to secure relief on behalf of aggrieved persons not covered by the terms of this Consent Decree.

5. Within ten (10) days of the entry of this Consent Decree by the Court, Defendant shall pay to Ms. Harris, via her counsel in this action, Jay Alan Ginsberg, the sum of \$75,000.00 (seventy-five thousand dollars). Defendant may condition this payment to Ms. Harris on her executing a settlement agreement releasing her claims arising from the events and/or omissions that are the subject of this lawsuit.

6. Defendant, its directors, officers, agents, employees, successors, and assigns shall not engage in or permit discrimination in the workplace against any applicant for employment or employee based upon such persons' sex, as complained of in the instant civil action. Defendant further agrees and promises that it shall not retaliate in any way against any person who has participated in any manner in the investigations of this matter by the Commission and by Defendant, respectively. The scope of this paragraph of the Decree is the State of Louisiana, where the discrimination in this matter is alleged to have occurred.

7. Defendant agrees to provide the Commission with three written reports, at six month intervals beginning six months after the entry of this Decree by the Court. The reports shall set forth all complaints of harassment at the subject facility on St. Claude Avenue, New Orleans, Louisiana, and an explanation of the investigation and disposition of such complaints. The reports shall also attach all documentation pertaining to each complaint, its investigation, and its disposition.

Defendant shall send the reports to: Gregory T. Juge, Senior Trial Attorney, U.S. EEOC, New Orleans Field Office, 1555 Poydras Street, Suite 1900, New Orleans, Louisiana, 70112, with a copy to Jim Sacher, Regional Attorney, U.S. EEOC, Houston District Office, Mickey Leeland Federal Building, 1919 Smith Street, Houston, Texas 77002-8049.

8. Defendant agrees, and certifies that it has put into place mechanisms sufficient to ensure, that it will never rehire Steve Bridges or Demond Royal to work for it in any capacity.

9. Defendant agrees that all of its supervisory and managerial employees shall, within one year from the date of the entry of this Decree, undergo training regarding the laws enforced by the EEOC concerning sexual harassment and retaliation. Defendant shall provide counsel for the EEOC a certification that the required training has been completed, within 30 days of said

completion. The scope of this paragraph of the Decree is the State of Louisiana, where the discrimination in this matter is alleged to have occurred.

10. Defendant shall, within one year from the entry of this Decree, review its policies concerning sexual harassment and retaliation made unlawful by Title VII, to determine if any changes are warranted and, if so, to make such changes. Defendant shall provide counsel for the EEOC a certification of compliance with this requirement, within 30 days of said compliance.

11. In the event that Defendant fails to perform its obligations herein, Plaintiff EEOC is empowered to enforce this Consent Decree through the applicable judicial enforcement procedures and to seek sanctions which may be due as a result of the need to enforce this Decree.

12. Should any provision of this Decree be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Decree.

13. This Decree sets forth the entire agreement between the Commission and Defendant as to the captioned lawsuit, and fully supersedes any and all prior agreements or understandings between the Commission and Defendant pertaining to the subject matter herein.

14. The Commission and the Defendant will bear their own attorney's fees and costs incurred in connection with the litigation of this case.

15. This Decree shall remain in effect for eighteen months from the date of its entry. The Commission shall have six months from the end of that eighteen-month period to commence enforcement actions relative to any violation hereof by Defendant.

16. The Court shall retain jurisdiction of this action for purposes of enforcing this Decree, as appropriate.

IT IS SO ORDERED.

THUS DONE AND SIGNED, New Orleans, Louisiana, this 13th day of
November, 2006.



UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

FOR THE PLAINTIFF:

RONALD S. COOPER

General Counsel

No Bar Roll Number Assigned

JAMES L. LEE

Deputy General Counsel

No Bar Roll Number Assigned

GWENDOLYN YOUNG REAMS

Associate General Counsel

No Bar Roll Number Assigned

JIM SACHER

Regional Attorney

La. Bar Roll Number 14888

Equal Employment Opportunity Commission

Houston District Office

Mickey Leeland Federal Building

1919 Smith Street

Houston, Texas 77002-8049

Direct Line: (713) 209-3398

November 9, 2006

Date

/s/ Gregory T. Juge

GREGORY T. JUGE (T.A.)

Senior Trial Attorney

La. Bar Roll No. 20890

**U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION**

New Orleans Field Office

1555 Poydras Street

Suite 1900

New Orleans, LA 70112

Tel: (504) 595-2825 (Main #)

(504) 595-2877 (Juge)

Fax: (504) 589-6861 or 595-2886

**COUNSEL FOR PLAINTIFF,
U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION**

FOR THE INTERVENOR:

November 9, 2006

Date

/s/ Jay Alan Ginsberg

JAY ALAN GINSBERG (T.A.)

La. Bar No. 01376

715 Girod Street, Suite 200

New Orleans, Louisiana 70130

Telephone: (504) 524-5555

Fax: (504) 524-0912

**COUNSEL FOR INTERVENOR,
SARAH HARRIS**

FOR THE DEFENDANT:

November 9, 2006

Date

/s/ Robert K. McCalla

ROBERT K. McCALLA

(Louisiana Bar No. 9233)

KEITH M. PYBURN, JR.

(Louisiana Bar No. 10914)

SCOTT D. SCHNEIDER

(Louisiana Bar No. 25866)

FISHER & PHILLIPS LLP

201 St. Charles Avenue, Suite 3710

New Orleans, Louisiana 70170

Telephone: (504) 524-2499

Facsimile: (504) 529-3850

LISA E. HALLECK

(Virginia Bar No. 40724)

Senior Staff Attorney

Advance Stores Company,

Incorporated

5008 Airport Road

Roanoke, VA 24012

Telephone: (540) 561-1173

Facsimile (540) 561-1145

**COUNSEL FOR DEFENDANT,
ADVANCE STORES COMPANY, INC.**