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EEOC & Hicks v. Metro Networks Communications, Inc.

Judge Donald J. Stohr

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EEOC & Hicks v. Metro Networks Communications, Inc.

Keywords

EEOC, Metro Networks Communications, 4:02-CV-00974, Consent decree, disparate treatment, termination, race, black, african-american, media, employment law, title VII

MAR 26 2003

U. S. DISTRICT COURT
EASTERN DISTRICT OF MO
ST. LOUIS

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI

FILED

APR 15 2003

U. S. DISTRICT COURT
EASTERN DISTRICT OF MO
ST. LOUIS

EQUAL EMPLOYMENT OPPORTUNITY)
 COMMISSION,)
)
 Plaintiff,)
)
 and)
)
 ST. ANTHONY HICKS,)
)
 Plaintiff-Intervenor)
)
 v.)
)
 METRO NETWORKS COMMUNICATIONS)
 INC., and WESTWOOD ONE, INC.,)
)
 Defendants.)

NO. 4:02CV974 DJS

CONSENT DECREE

Introduction

Plaintiff Equal Employment Opportunity Commission (“Plaintiff”) instituted this action alleging that Defendants Metro Networks Communications, Inc. (“Metro Networks”) and Westwood One, Inc. (“Westwood”) (together “Defendants”) discriminated against one of its African-American employees, St. Anthony Hicks, by subjecting him to racial harassment and terminating his employment because of his race in violation of Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 (“Title VII”). Plaintiff-Intervenor St. Anthony Hicks (“Intervenor”) intervened in this case asserting claims under Title VII and the Civil Rights Act of 1866 (“§1981”).

For purposes of settlement and compromise only, the parties have advised the Court that they wish to resolve the instant controversy without the expense, delay, and burden of further

litigation;

THEREFORE, it is the finding of this Court, made on the pleadings, the record as a whole, and upon agreement of the parties, that: (i) this Court has jurisdiction over the parties to and the subject matter of this action, (ii) the requirements of Title VII and § 1981 will be carried out by the implementation of this Decree, (iii) this Decree is intended to and does resolve all matters in controversy in this lawsuit among all the parties, and (iv) the terms of this Decree constitute a fair and equitable settlement of all issues in this lawsuit.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

I. General Provisions

1. This Decree is being entered with the consent of the parties for purposes of settlement and shall not constitute an adjudication on the merits of this lawsuit or be construed as an admission by Defendants of any violation of Title VII, § 1981, or any executive order, law, rule or regulation dealing with race discrimination or racial harassment in employment.

2. Defendants shall not discriminate against African-American employees by subjecting them to race discrimination or racial harassment in the St. Louis office of Defendant, Metro Networks Communications, Inc. (“St. Louis Metro”).

3. Defendants shall not discriminate or retaliate against any St. Louis Metro employee because he or she has opposed any practices alleged in this action as unlawful under Title VII or § 1981, has participated in an investigation conducted under these laws with respect to this complaint, has participated in this lawsuit, or has benefited in any way as a result of this Decree.

II. Relief for Aggrieved Person

4. Within thirty (30) days after the date that this Decree is approved by the Court,

Defendants shall pay Mr. Hicks and his attorneys the total sum of One Hundred Fifty Thousand Dollars (\$150,000.00), as and for full compensation for the claims made in the Complaints in this lawsuit, in exchange for which Mr. Hicks and Defendants shall execute a mutual release.

5. Within thirty (30) days after the date that this Decree is approved by the Court, Defendants will purge Mr. Hicks's personnel file of any documents concerning disciplinary counseling or action taken, or performance counseling or criticisms made by any St. Louis Metro manager or supervisor concerning Hicks. Defendants shall provide to counsel for the EEOC and counsel for Plaintiff-Intervenor a copy of Mr. Hicks's purged file.

6. Within thirty (30) days after the date that this Decree is approved by the Court, Metro Networks, Inc. will prepare and forward to Mr. Hicks a signed letter of apology to Mr. Hicks in the form shown in Exhibit A on appropriate letterhead.

7. Within thirty (30) days after the date that this Decree is approved by the Court, Defendants will prepare and forward to Mr. Hicks a signed letter of reference in the form shown in Exhibit B on appropriate Metro Networks, Inc. letterhead and will make a signed copy of the letter a part of the employment record of Mr. Hicks. In the case of any inquiries by any prospective employers regarding Mr. Hicks, Defendants will make all their responses consistent with the information contained in this letter, Exhibit B, and shall make Exhibit B available to any prospective employer who requests a letter of reference regarding Mr. Hicks.

III. Injunctive Relief

8. Defendants shall not discriminate based on race in the hiring, firing, work assignments, pay, evaluation, promotion or any other term or condition of employment at St. Louis Metro. Defendants further understand that Title VII and § 1981 prohibit harassment based on race.

9. Within thirty (30) days after the date that this Decree is approved by the Court, the Chief Operating Officer of Defendant Metro Networks shall distribute a message to all St. Louis Metro employees stating that Metro Networks disapproves of race discrimination and racial harassment and that such conduct will not be tolerated by Metro Networks. Further, the message shall state that employees who engage in racially discriminatory conduct risk losing their jobs, that all employees are encouraged to report race discrimination and racial harassment of which they become aware or to which they believe they have been subjected, and that employees who make such reports will not be subject to retaliation.

10. Defendants shall review all existing policies against race discrimination and racial harassment to ensure that they are adequate to prevent race discrimination and racial harassment. Defendants shall ensure that such policies contain adequate compliance procedures and enforcement mechanisms and make any modifications necessary to bring them into compliance with this Decree.

11. Within thirty (30) days after the date that this Decree is approved by the Court, Defendants will cause the former News Department supervisor of Plaintiff-Intervenor at St. Louis Metro to receive twenty (20) hours of racial sensitivity training from a trainer approved by the EEOC. Further, Defendants will cause any such supervisor, if still employed, and all other then current employees of St. Louis Metro to attend a minimum of four hours of training once within eighteen (18) months of the entry of this Decree and once more prior to the expiration of the term hereof (i.e., 36 months) on what constitutes discrimination and harassment including race discrimination/harassment in violation of Title VII and § 1981 from a trainer approved by the EEOC.

12. Within thirty (30) days after the date that this Decree is approved by the Court,

Defendant Metro Networks shall instruct the St. Louis Metro managers and supervisors that the effective handling of equal employment opportunity issues is an element of manager and supervisor job duties, and performance in this area is considered when determining eligibility for awards, raises, and transfer and promotion opportunities.

13. Within thirty (30) days after the date that this Decree is approved by the Court, Defendant Metro Networks shall instruct the St. Louis Metro employees that an employee's manner of dealing with equal employment opportunity issues, including that employee's compliance with and support for the companies' anti-discrimination policies, and any disciplinary action that that employee received as a result of violating such policies, will be considered in determining that employee's eligibility for awards, raises, and transfer and promotion opportunities

14. Within thirty (30) days after the date that this Decree is approved by the Court, Defendant Metro Networks will prepare a letter of reprimand including a notice of placement on one year's probation for the supervisor referred to in paragraph 11, deliver such letter to said employee, and place a copy of that letter in said employee's permanent personnel file. Further, for one (1) year from the date that this Decree is approved by the Court, said employee shall be ineligible for a raise in pay, increase in benefits, transfer to any position with greater responsibilities, or a promotion.

IV. Posting and Policies

15. Defendants shall immediately post and cause to remain posted the posters required to be displayed in the workplace by EEOC regulation 29 C.F.R. §1601.30 in locations publicly visible in the St. Louis Metro office.

16. Defendants shall immediately post and cause to remain posted copies of the notice

attached hereto as Exhibit C in locations publicly visible to all employees of St. Louis Metro for a period of three (3) years starting from the date of entry of this Decree.

V. Reporting and Access

17. Within thirty (30) days after the date that this Decree is approved by the Court, Defendant Metro Networks shall forward to the EEOC's Regional Attorney in its St. Louis District Office a letter signed by its Chief Operating Officer confirming compliance with the requirements of paragraph 4 above.

18. Within forty-five (45) days after the date that this Decree is approved by the Court, Defendant Metro Networks shall forward to the EEOC's Regional Attorney in its St. Louis District Office a letter signed by its Chief Operating Officer confirming compliance with the requirements of paragraphs 5, 9, 10, 11, 12, 13, and 15 above.

19. Within forty-five (45) days after the date that this Decree is approved by the Court, Defendant Metro Networks shall prepare and submit to the EEOC's Regional Attorney in its St. Louis District Office a letter stating that:

- a. the letter of apology to Mr. Hicks has been prepared as required by paragraph 6;
- b. the letter of reference for Mr. Hicks has been prepared as required by paragraph 7;
- c. the letter of reprimand including notice of placement on one year's probation has been prepared and placed in the permanent personnel file as required by paragraph 14; and
- d. the notice has been posted as required by paragraph 16.

Defendant Metro Networks shall enclose a copy of each of the documents referenced in paragraphs a - d above with the letter to the Regional Attorney.

20. Every six months after the entry of this Decree, for a total period of twenty-four

(24) months, Defendant Metro Networks shall submit a report to the EEOC's Regional Attorney in its St. Louis District Office setting forth the following information:

- a. the name and race of each person employed at St. Louis Metro at any time during the reporting period;
- b. the date of hire and date of termination, if applicable, for each person employed at St. Louis Metro at any time during the reporting period;
- c. for each person employed at St. Louis Metro at any time during the reporting period, his/her title, duties, and salary at the beginning of the reporting period and all subsequent changes to his/her title, duties, or salary, including effective dates, during the reporting period;
- d. the details of any complaints of race discrimination and racial harassment made at St. Louis Metro during the reporting period and what action was taken on each of the complaints;
- e. the dates the training required by paragraph 11 was provided and the names of all employees who attended such training.

21. During the term of this Decree Defendants shall allow representatives of the Commission to review Defendants' compliance with this Decree at St. Louis Metro by inspecting and photocopying relevant documents and records, interviewing employees and management officials on their premises, and inspecting the St. Louis Metro premises. Such review of compliance shall be initiated by written notice to the Defendants' attorney of record at least three business days in advance of any inspection of a Defendant's documents or premises.

VI. Term and Effect of Decree

22. By entering into this Decree the parties do not intend to resolve any charges of discrimination other than the charges filed by Plaintiff-Intervenor that created the procedural foundation for the complaint in this case.

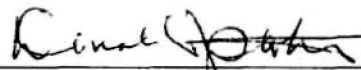
23. This Decree shall be binding upon the parties hereto, their successors and assigns.

24. This Decree shall be in force for a period of three (3) years and can only be

extended for good cause shown. During the Decree's term, the Court shall retain jurisdiction of this cause for purposes of enforcement.

25. The parties shall bear their own costs.

DATE: 4-15-03




UNITED STATES DISTRICT JUDGE

BY CONSENT:

FOR PLAINTIFF EEOC:


ROBERT G. JOHNSON
Regional Attorney

DONNA L. HARPER
Supervisory Trial Attorney
500 North Broadway, Suite 2000
(314) 444-7600


ANNE E. GUSEWELLE
Senior Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Robert A. Young Federal Bldg., Rm 8.100
1222 Spruce St.
St. Louis, MO 63103
(314) 539-7924

FOR PLAINTIFF-INTERVENOR HICKS:


JEROME J. DOBSON
GREGORY A. RICH
Weinhaus, Dobson, Goldberg & Moreland
906 Olive Street, Suite 900
St. Louis, MO 63101
(314) 621-8363

FOR DEFENDANTS METRO NETWORKS, INC.
and WESTWOOD ONE, INC.:

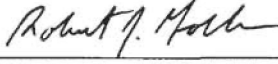

ROBERT J. GOLTERMAN
Lewis, Rice & Fingersh, L.C.

EXHIBIT A

[Metro Networks' letterhead]

date
addressee

Dear St. Anthony Hicks,

We are writing to you personally in connection with the settlement of your lawsuit against Metro Networks, Inc. and Westwood One, Inc.

We wish to personally express our deep regret for any offensive conduct by your supervisor such as was alleged in your Complaint and the Complaint filed by the EEOC, including race discrimination and racial harassment. Conduct such as that alleged in the lawsuit does not reflect the principles on which we have hoped to operate our business and we are sincerely sorry that it distressed you.

We cannot change the past, but we hope to positively affect the present and the future. We want to stress to you that any conduct that caused you distress is not reflective of the values of Metro Networks, Inc. and Westwood One, Inc. We have full confidence that your previous supervisor understands the respect and dignity to which all our employees are entitled.

We wish you all the best in your future endeavors. We sincerely hope that in settling this matter we have helped to ease some of the pain that you felt because of your employment with Metro Networks, Inc.

Sincerely,

By: _____
General Manager
St. Louis Metro

EXHIBIT B

[Metro Networks, Inc.'s letterhead]

date

addressee

To Whom It May Concern:

St. Anthony Hicks was employed by Metro Networks, Inc. as a Desk, Traffic and News Reporter from November 1993 through November 1999. His attendance and job performance as a reporter were consistently excellent in all respects. I recommend him for employment as a Desk, Traffic and News Reporter.

By: _____
General Manager
St. Louis Metro

EXHIBIT C

NOTICE TO EMPLOYEES

This notice is being posted pursuant to a Consent Decree entered to resolve claims of discrimination on the basis of race made by an African-American employee raised in the case of Equal Employment Opportunity Commission (EEOC) v. Metro Networks, Inc. et al., on file in the United States District Court for the Eastern District of Missouri.

Federal law prohibits discrimination against any employee or applicant for employment because of the individual's disability, race, national origin, color, religion, sex, or age (forty and over) with respect to hiring, promotion, firing, compensation, or other terms, conditions or privileges of employment. It also prohibits retaliation against employees because they have opposed practices they believe discriminate on the basis of disability, race, national origin, color, religion, sex, or age (forty and over), or because they have filed charges with the EEOC or participated in or cooperated with an EEOC investigation.

In particular, Federal law prohibits an employer from discriminating against employees based on race by permitting racial harassment or terminating an employee because of his race. Metro Networks, Inc. and Westwood One, Inc. support and will comply with such Federal law in all respects and will not take any action against employees because they have exercised their rights under the law.

AN ORDER, JUDGMENT OR ENDORSEMENT WAS SCANNED, FAXED AND/OR MAILED TO THE
FOLLOWING INDIVIDUALS ON 04/15/03 by dbraun
4:02cv974 EEOC vs Metro Networks

42:2000e Job Discrimination (Employment)

Jonathan Berns - 37124	Fax: 314-621-8366
Jerome Dobson - 33215	Fax: 314-621-8366
Robert Golterman - 3244	Fax: 314-612-7745
Anne Gusewelle -	Fax: 314-539-7895
Donna Harper -	Fax: 314-539-7895
Robert Johnson - 10511	Fax: 314-539-7895
Michelle Neumann - 116424	Fax: 314-621-8366
Neal Perryman - 24715	Fax: 314-241-6056
Gregory Rich - 67115	Fax: 314-621-8366

SCANNED & FAXED b.s
APR 15 2003
C. D. D.