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Equal Employment Opportunity Commission v. Nielsen & Bainbridge

Judge Harry D. Leinenweber

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Equal Employment Opportunity Commission v. Nielsen & Bainbridge

Keywords

Maria Williams, Equal Employment Opportunity Commission, E.E.O.C., EEOC, Nielsen & Bainbridge LLC, 01 C 7508, Consent Decree, Hostile working environment, Race, black, sex, female, Retaliation, Constructive Discharge, Disparate Treatment, Retail, Employment Law, Title VII

United States District Court, Northern District of Illinois

| | | | |
|---|--|---|------------|
| Name of Assigned Judge or Magistrate Judge | Harry D. Leinenweber | Sitting Judge if Other than Assigned Judge | |
| CASE NUMBER | 01 C 7388 / 01 C 7508 | DATE | 12/17/2002 |
| CASE TITLE | United States of America vs. Nielsen & Bainbridge EEOC vs. Nielsen & Bainbridge | | |

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

MOTION:

Joint Motion for Entry of Consent Decree

DOCKET ENTRY:

- (1) Filed motion of [use listing in "Motion" box above.]
- (2) Brief in support of motion due _____.
- (3) Answer brief to motion due _____ . Reply to answer brief due _____.
- (4) Ruling/hearing on _____ set for _____ at _____.
- (5) Status hearing[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (6) Pretrial conference[held/continued to] [set for/re-set for] on _____ set for _____ at _____.
- (7) Trial[set for/re-set for] on _____ at _____.
- (8) [Bench/jury trial] [Hearing] held/continued to _____ at _____.
- (9) This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to]
 FRCP4(m) Local Rule 41.1 FRCP41(a)(1) FRCP41(a)(2).
- (10) [Other docket entry] The Joint Motion for Entry of Consent Decree is granted. Enter Consent Decree. Status hearing stricken.
- (11) [For further detail see order (on reverse side of/attached to) the original minute order.]

| | | | |
|---|--|-----------------------------------|---|
| <input type="checkbox"/> No notices required - advised in open court. | U.S. DISTRICT COURT 02 DEC 20 11 31:58 Date/Time received in central Clerk's Office | number of notices | Document Number 18 |
| <input type="checkbox"/> No notices required. | | DEC 23 2002 date docketed | |
| <input type="checkbox"/> Notices mailed by judge's staff. | | C.Y. docketing deputy initials | |
| <input type="checkbox"/> Notified counsel by telephone | | date mailed notice | |
| <input checked="" type="checkbox"/> Docketing to mail notices | | mailing deputy initials | |
| <input type="checkbox"/> Mail AO 150 form | | | |
| <input type="checkbox"/> Copy to judge/magistrate judge. | | | |
| WAP | courtroom deputy's initials | | |

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

DOCKETED

UNITED STATES EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

DEC 23 2002

Plaintiff,

and

Judge Leinenweber
Magistrate Judge Keys

MARIA WILLIAMS,

Plaintiff-Intervenor,

v.

No. 01 C 7508

NIELSEN & BAINBRIDGE, LLC,

Defendant.

MARIA WILLIAMS,

Plaintiff,

v.

No. 01 C 7388

NIELSEN & BAINBRIDGE, LLC,

Defendant.

CONSENT DECREE

The Litigation

Plaintiff, Equal Employment Opportunity Commission (hereafter the "EEOC"), filed this action on September 28, 2001, alleging that Defendant Nielsen & Bainbridge, L.L.C., (Nielsen & Bainbridge) discriminated against Charging Party Maria Williams and a class of female employees, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §

18

2000e *et seq.* ("Title VII") and § 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981A, by subjecting Williams and a class of female employees to a hostile working environment because of their sex (female) and because of their race (Black). Maria Williams, represented by her own counsel, intervened in the EEOC's suit on February 7, 2002. On June 12, 2002, Case Number 01 C 7388, which alleged retaliation and constructive discharge, was consolidated into this action. Nielsen & Bainbridge has denied the allegations of the Complaints. As a result of the parties having engaged in settlement discussions, the parties have agreed that this action should be finally resolved by entry of this Consent Decree. This Consent Decree is intended to and does fully and finally resolve any and all claims arising out of the Complaints and all of the claims arising out of the Complaint in Case Number 01 C 7388.

Findings

Having examined the terms and provisions of this Consent Decree and based on the pleadings, records, and stipulations of the parties, this Court finds the following:

A. This Court has jurisdiction over the subject matter of this action and over the parties.

B. The terms and provisions of this Consent Decree are fair, adequate, reasonable, equitable and just. The rights of the parties are adequately protected by this Consent Decree.

C. This Consent Decree conforms with the Federal Rules of Civil Procedure and Title VII. The entry of this Consent Decree will further the objectives of Title VII and will be in the best interest of the parties and the public.

D. NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

Non-Discrimination

1. In all matters arising from or relating to employment, Nielsen & Bainbridge, its officers agents, employees, successors, and assigns shall not discriminate on the basis of sex or race in violation of Title VII.

Non-Retaliation

2. Nielsen & Bainbridge, its officers, agents, employees, successors, and assigns shall not retaliate against, penalize or otherwise prejudice any employee, former employee or applicant for employment because such person has opposed any practice made unlawful by Title VII; filed a Complaint or Charge; testified, assisted, or otherwise participated in any manner in any investigation, proceeding, hearing or litigation under Title VII; asserted any right under this Consent Decree; or otherwise exercised his or her rights under Title VII.

Monetary Relief

3. Nielsen & Bainbridge shall pay monetary damages in the sum of one hundred fifty-five thousand dollars (\$155,000.00). Payment will be made as follows:

A. After the Consent Decree has been entered and within fourteen (14) business days after the EEOC has provided to Nielsen & Bainbridge a Release form (attached as Exhibit A to this Consent Decree) executed by each of the three (3) class members identified in the attached sealed Appendix, Nielsen & Bainbridge shall issue, by certified mail to the three class members, checks payable to the order of the class members in the amounts of fifteen thousand dollars (\$15,000) each, for a total of forty-five thousand dollars (\$45,000.00), representing monetary damages. Nielsen & Bainbridge shall issue a Form 1099 to each of the three class members. The EEOC shall also provide Nielsen &

Bainbridge with current addresses for the class members. Nielsen & Bainbridge shall send a copy of the checks to EEOC.

B. After the Consent Decree has been entered and within fourteen (14) business days after Nielsen & Bainbridge receives a Release form executed by Maria Williams, approved by her own private attorney, Nielsen & Bainbridge shall send by certified mail, three checks to Sharon Finegan Patterson, Maria Williams' attorney, located at 39 South LaSalle, Suite 1014, Chicago, Illinois 60603. One check shall be for back pay in the amount of \$5,000.00 less the employee's share of all legally required taxes and other withholdings. Nielsen & Bainbridge shall be responsible for payment of employer taxes, which includes and is limited to appropriate amounts for state and federal taxes and FICA. The second check shall be in the sum of \$68,333.34 payable to Maria Williams for non-wage monetary damages for which a Form 1099 will be issued to Williams. The third check, payable to Sharon Finegan Patterson, shall be issued for attorneys fees in the sum of \$36,666.66 for which a Form 1099 will be issued to Patterson for non-employee compensation. Nielsen & Bainbridge shall send a copy of the checks to the EEOC.

Training

4. Within forty-five (45) days after entry of this Consent Decree, Nielsen & Bainbridge shall arrange for additional training of employees and supervisors of Nielsen & Bainbridge regarding requirements of Title VII. Nielsen & Bainbridge shall submit to EEOC for approval, materials regarding the training session, including the credentials of the trainer, prior to such training. Within five (5) days after the completion of the training described above,

Nielsen & Bainbridge will certify to EEOC that the training has been completed, the name(s) of the person(s) conducting the training, the time(s), duration and date(s) the training was held and a list identifying by name and position all individuals who received the training.

Notice Posting

5. Within ten (10) days after the Court's entry of this Consent Decree and for the duration of this Decree, Nielsen & Bainbridge shall continuously post the notice annexed hereto as Exhibit B at its Bridgeview facility in prominent locations frequented by Nielsen & Bainbridge employees. Within ten (10) days after the Consent Decree is entered Nielsen & Bainbridge shall certify in writing to the Chicago District Office of the EEOC that the Notice has been posted, and shall inform the EEOC of the locations where it has been posted.

Record Keeping and Reporting

6. Nielsen & Bainbridge shall maintain all records concerning its implementation of this Consent Decree. Nielsen & Bainbridge shall maintain records of any complaints it receives of sex or race discrimination at its Bridgeview facility, its investigation of such complaints, and any response or action taken as a result of the complaint.

7. Beginning six (6) months after entry of this Consent Decree and every six (6) months thereafter for the duration of the Consent Decree, Nielsen & Bainbridge shall furnish the EEOC with reports reflecting information detailed in the records described in Paragraph 6 of this Consent Decree. Nielsen & Bainbridge's last report will be submitted to the EEOC two (2) weeks prior to the date on which the Decree is to expire.

8. For the term of the Consent Decree and upon five (5) business days notice to Nielsen & Bainbridge, the EEOC, when it has reasonable cause to believe Nielsen & Bainbridge is not in compliance with the terms of this Consent Decree, shall have access to Nielsen & Bainbridge's Bridgeview facility to review and copy any documents related to determining

compliance, located at its facility and to interview any personnel employed by Nielsen & Bainbridge for the purpose of determining Nielsen & Bainbridge's compliance with the terms of this Consent Decree.

Duration of Decree/Retention of Jurisdiction

9. The terms of this Consent Decree shall be in effect (and the Court will retain jurisdiction of this matter to enforce this Decree) for a period of three (3) years from the date on which this Consent Decree is entered, provided, however, that if, at the end of the three (3) year period, there are disputes that remain unresolved, the term of the Decree shall be automatically extended until such time as all such disputes have been resolved.

Attorneys' Fees

10. Nielsen & Bainbridge agrees to pay the reasonable attorneys' fees of Maria Williams, as agreed to by and between Nielsen & Bainbridge and counsel for Ms. Williams, in accordance with the terms of the Consent Decree.

Dispute Resolution

11. If the EEOC has reasonable cause to believe that Nielsen & Bainbridge has violated any of the terms of this Consent Decree, the EEOC shall notify Nielsen & Bainbridge in writing and Nielsen & Bainbridge will then have ten (10) business days in which to satisfy the EEOC that there has not been a violation or that the violation has been corrected. If at the expiration of such time period, the EEOC has not been so satisfied, then the EEOC may immediately apply to the Court for appropriate relief.

12. When the Decree requires the submission by Defendant of reports, notices or other materials to the EEOC, they shall be mailed to Nielsen & Bainbridge Settlement, Equal Employment Opportunity Commission, Chicago District Office, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661.

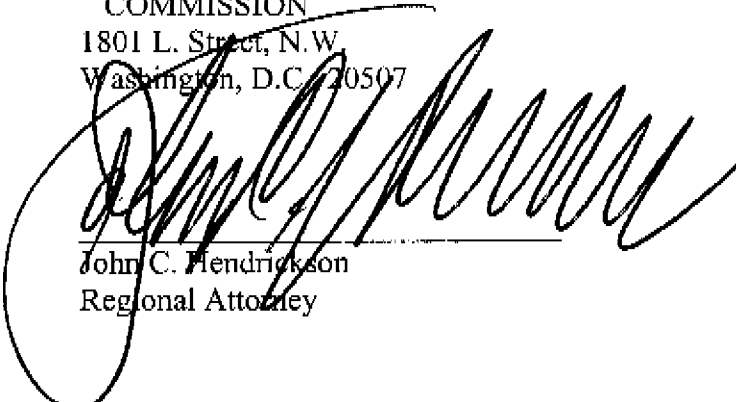
ENTERED AND APPROVED FOR:


**For the Equal Employment
Opportunity Commission:**

NICHOLAS M. INZEO
Acting Deputy General Counsel

Gwendolyn Young Reams
Associate General Counsel

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
1801 L. Street, N.W.
Washington, D.C. 20507


John C. Hendrickson
Regional Attorney

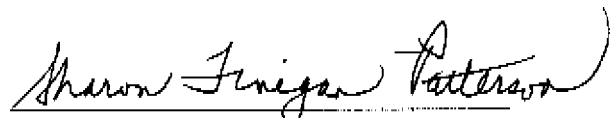

Noelle C. Brennan
Supervisory Trial Attorney


Pamela S. Moore-Gibbs
Trial Attorney

Equal Employment Opportunity
Commission
Chicago District Office
500 West Madison Street
Suite 2800
Chicago, Illinois 60661
(312) 886-9120

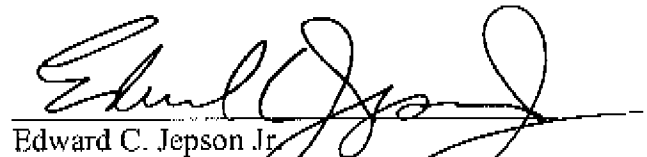
Date: Dec. 17, 2002

For Plaintiff Maria Williams:


Sharon Finegan Patterson

SHARON FINEGAN PATTERSON
Attorney at Law
39 South LaSalle Street, Suite 1014
Chicago, Illinois 60603
(312) 855-1076

**Agreed and Approved for
Defendant Nielsen & Bainbridge, LLC:**


Edward C. Jepsen Jr.

Vedder, Price, Kaufman & Kamholz
222 North LaSalle Street
Chicago, Illinois 60601
(312) 609-7582


ENTER: Honorable Harry D. Leinenweber
United States District Judge

EXHIBIT A

RELEASE AGREEMENT

I, _____, for and in consideration of the sum of \$15,000.00, payable to me pursuant to the terms of the Consent Decree entered by the Court in EEOC v. Nielsen & Bainbridge, LLC, No. 01 C 7508 (N.D. Ill.), on behalf of myself, my heirs, assigns, exccutors, and agents, do hereby forever release, waive, remise, acquit, and discharge Nielsen & Bainbridge, LLC, and all past and present sharcholders, officers, agents, employccs, and representatives of Nielsen & Bainbridge, as well as all successors and assignees of Nielsen & Bainbridge from any and all claims and causes of action of any kind which I now have or ever have had under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., and § 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981A, as a result of or arising from the subject matter and claims which were asserted in EEOC v. Nielsen & Bainbridge, No 01 C 7508 (N.D. Ill.).

Date

EXHIBIT B

NOTICE TO ALL EMPLOYEES

This Notice is posted pursuant to the Consent Decree entered in December 2002 by the U.S. District Court resolving the lawsuit entitled U. S. Equal Employment Opportunity Commission v. Nielsen & Bainbridge, LLC, N.D. Illinois No. 01 C 7508.

The lawsuit was based upon a Charge of Discrimination filed with the Equal Employment Opportunity Commission ("EEOC") by an employee who alleged that she was harassed because of her sex and race. The EEOC lawsuit alleged that Nielsen & Bainbridge discriminated against employees on the basis of sex and race in violation of Title VII of the Civil Rights Act of 1964, as amended and the Civil Rights Act of 1991. The EEOC and Nielsen & Bainbridge reached a settlement in the case, and the Court entered a Consent Decree resolving the lawsuit.

Under the terms of the Consent Decree, Nielsen & Bainbridge will:

1. Not engage in any employment practice which discriminates on the basis of sex and race;
2. Make monetary payments to the claimants and the individual who filed the charge of discrimination;
3. Provide training to managers and employees concerning laws prohibiting employment discrimination;
4. Maintain certain information relating to complaints and report to the EEOC for three (3) years.

Title VII of the Civil Rights Act of 1964, as amended, prohibits employers from discriminating on the basis of sex, race, color, religion or national origin. The Equal Employment Opportunity Commission is the agency responsible for enforcing Title VII. If you have any complaints of discrimination or questions concerning your rights under Title VII, you may contact the EEOC at the address and phone number given below.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED OR REMOVED

This Notice must remain posted for three (3) years from the date shown below and must not be altered, defaced or covered by any other material. Any complaints of discrimination or questions concerning this Notice or compliance with its provisions may be directed to the Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661, (312) 353-2713.

Dated: _____

Judge Harry D. Leinenweber
United States District Court

CERTIFICATE OF SERVICE

Pamela S. Moore-Gibbs, an attorney, hereby certifies that she caused a copy of the foregoing **Joint Motion for Entry of Consent Decree**, to be served via facsimile and by first class mail, postage prepaid, on this 13th day of December, 2002, to the following counsel of record:

Sharon Finegan Patterson
39 South LaSalle Street
Suite 1014
Chicago, Illinois 60603

Edward C. Jepson, Jr.
VEDDER, PRICE KAUFMAN &
KAMMHÖLZ
222 North LaSalle Street
Chicago, Illinois 60601


Pamela S. Moore-Gibbs