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1-19-2001

## EEOC v. Deb Shops, Inc. and Deb of Illinois, Inc., d/b/a Deb Shops, Inc.

Judge Joe Billy McDade

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## EEOC v. Deb Shops, Inc. and Deb of Illinois, Inc., d/b/a Deb Shops, Inc.

### Keywords

EEOC, Deb Shops, Inc., Deb of Illinois, Inc., 98 C 1321, Consent Decree, Disparate Treatment, Hostile Work Environment, Race, African American or Black, Hiring, Hostile Work Environment, Promotion, Termination, Retail, Employment Law, Title VII

**IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF ILLINOIS  
PEORIA DIVISION**

<b>EQUAL EMPLOYMENT</b>	)	
<b>OPPORTUNITY COMMISSION,</b>	)	
	)	
<b>Plaintiff,</b>	)	<b>No. 98 C 1321</b>
	)	
<b>v.</b>	)	<b>Judge McDade</b>
	)	
<b>DEB SHOPS, INC. and DEB OF</b>	)	
<b>ILLINOIS, INC., d/b/a DEB SHOPS,</b>	)	
<b>INC.,</b>	)	
	)	
<b>Defendants.</b>	)	
_____	)	

**CONSENT DECREE**

Plaintiff, Equal Employment Opportunity Commission (hereafter the "EEOC"), filed this action on June 26, 1998, alleging that Defendants Deb Shops, Inc. and Deb of Illinois, Inc., d/b/a Deb Shops, Inc. (hereinafter collectively referred to as "Deb Shops" or "Defendants"), in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-1 *et seq.* ("Title VII") and § 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981A, (i) discriminated against Kimberly Martin and a class of African-American applicants for employment by failing and refusing to hire them because of their race; (ii) discriminated against a class of African-American employees by failing and refusing to promote them into management positions because of their race, (iii) discriminated against a class of African-American employees by harassing them because of their race; and, (iv) discriminated against a class of African-American employees by terminating them because of their race.

Deb Shops answered, denying that it discriminated against Kimberly Martin, that it discriminated against any applicant for employment, that it discriminated against any employee, and that it engaged in any pattern and practice of discrimination on the basis of race.

On September 4, 1998 this case was transferred from the Northern District of Illinois to the Central District of Illinois, Peoria Division. During the course of the suit, EEOC identified the period during which it alleged discrimination to be January 1, 1993 through December 31, 1995 (the “Relevant Time Period”). The Complaint identified the stores for which Madge Rickards (now Madge Connelley) was the District Manager as the locations in which the alleged discrimination took place. These stores were Bloomington, Bourbonnais (1993 through January 1994 only), Danville, Decatur, Effingham, Galesburg, Marion, Matteson (1993 only), Mattoon, Peoria (January 1, 1993 through December 31, 1994, when the store closed) and St. Peters, Missouri (including both Deb Shops and “Tops ‘N Bottoms space) (the “Relevant Stores”).

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 Complaint filed by the EEOC, including refusal to hire, refusal to promote, harassment, termination, and pattern and practice claims with respect to all African American applicants for employment and employees during the Relevant Time Period in the Relevant Stores.

## **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 adequate, fair, reasonable and just. The rights of the Deb Shops, the Commission, and those for whom the Commission seeks relief are adequately protected by this Consent Decree.

C. This Consent Decree conforms with the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights and privileges of any person. 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. Deb Shops and its officers, directors, agents, employees, successors, and assigns and all of those in active concert or participation with them, or any of them, will not engage in any employment practice which discriminates against African Americans on the basis of race in violation of Title VII of the Civil Rights Act of 1964, as amended, including, but not limited to: a) failing or refusing to hire any individual because of race; b) failing or refusing to promote any individual because of race; c) terminating any individual because of race; d) maintaining any hiring practices or policies, including but not limited to recording the race of applicants for employment for the purpose of facilitating discrimination on the basis of race (“Race Coding”), which would deprive or tend to deprive any individual of employment opportunities because of such individual's race; e)

altering or destroying documents required to be maintained by Title VII or pursuant to this Consent Decree. The prohibition against Race Coding shall not prohibit or preclude recording and maintaining records of the race of applicants for employment or employees required to be recorded or maintained in order to comply with this Consent Decree or any equal employment opportunity law.

1a. Neither the agreement to entry of this Consent Decree nor anything in this Consent Decree nor anything accomplished thereby shall be construed to be, or shall be, admissible in any proceeding as evidence of an admission by Deb Shops of any pattern or practice of discrimination on the basis of race, or of any violation of, or failure to comply with, or interference or obstruction of compliance with Title VII of the Civil Rights Act of 1964 or any other equal employment opportunity law.

### **Monetary Relief**

2. Deb Shops shall pay a total of THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00) in monetary relief to be distributed among Kimberly Martin, the persons listed on Exhibit A, and the persons listed on Exhibit B (collectively, the “Eligible Claimants”) in accordance with the provisions of this Decree.

3. Eligible Claimants shall be divided into the following three (3) categories: (i) Charging Party Kimberly Martin; (ii) African-American persons who were employed at the Relevant Stores during the Relevant Time Period listed on Exhibit A and; (iii) African-American persons who applied for employment at the Relevant Stores during the Relevant Time Period listed on Exhibit B.

4. Subject only to final approval by the Court, only Kimberly Martin, the persons listed on Exhibit A and the persons listed on Exhibit B shall be deemed to be “Eligible Claimants.”

5. Eligible Claimants listed on Exhibits A and B who do not submit timely Release Agreements which are actually received by the EEOC in accordance with this Consent Decree will not be eligible for monetary or other relief, and their rights under this Decree shall be entirely extinguished.

6. The monetary relief in the amount of three hundred fifty thousand dollars (\$350,000.00) to be paid by Deb Shops shall be distributed as follows:

- A. Deb Shops shall pay Charging Party Kimberly Martin One Hundred Thousand dollars (\$100,000.000).
- B. Deb Shops shall pay each of the Eligible Claimants listed on Exhibit A, the sum of two thousand two hundred dollars(\$2, 200.00).
- C. Deb Shops shall pay each of the Eligible Claimants listed on Exhibit B, the sum of one thousand dollars (\$1,000.00).
- D. The foregoing amounts are determined by the Court to constitute damages, and no federal or state income taxes, FICA or other taxes or any other amounts for any purposes, shall be withheld from said checks.

7. Upon entry of this Consent Decree, the EEOC shall mail to each Eligible Claimant a letter in the form of Exhibit C and C(1) and a Release Agreement, Exhibit D attached hereto. To be eligible for relief pursuant to this Consent Decree, all Eligible Claimants must execute and return to the EEOC the Release Agreement releasing their claims of race discrimination under Title VII on

a timely basis. Any Eligible Claimant whose executed Release Agreement is not actually received by EEOC within ninety (90) days from the date of entry of this Decree shall not be entitled to receive relief under this Consent Decree and shall be forever barred from receiving monetary relief, or any other relief under this Consent Decree. The portion of monetary relief forfeited by individuals failing to return Release Agreements shall be distributed pro rata to remaining Class Members listed on Exhibits A and B.

8. Within ten (10) days following the deadline for receipt by EEOC of executed Release Agreements from Eligible Claimants, the Commission will send to Deb Shops the executed Release Agreements it receives from Eligible Claimants, designating which Release Agreements are from Eligible Claimants listed on Exhibit A (employees) and which are from Eligible Claimants listed on Exhibit B (applicants for employment). Within ten (10) business days of Deb Shops' receipt of the executed Release Agreements, Deb Shops shall mail to all such Eligible Claimants who executed such a Release a check in the amount provided in this Consent Decree.

9. Deb Shops shall pay all its costs (except taxes, which shall be the obligation of the Eligible Claimants) associated with the distribution of funds to Eligible Claimants in accordance with Paragraph 2, including without limitation the costs of postage.

10. Within ten (10) business days after Deb Shops has completed issuing and mailing the checks pursuant to Paragraph 8 above, Deb Shops shall certify in writing to the EEOC that it has mailed the checks and distributed all of the funds pursuant to Paragraph 2 of this Consent Decree. Deb Shops shall also mail a copy of each such check to the EEOC at the address set forth in Paragraph 33 below.



11. If any check issued by Deb Shops pursuant to Paragraph 8 is returned to Deb Shops as undeliverable, Deb Shops shall notify the Commission within five (5) business days of its receipt. If EEOC provides Deb Shops with a new address for a Class Member, then within five (5) business days, of receipt of the new address, Deb Shops shall mail a check to the Class Members' new address. At the time checks are sent to a new address(es), Deb Shops shall provide written notice to EEOC that such checks were sent to the new address(es).

12. Deb Shops shall issue I.R.S. 1099 Forms to the Eligible Claimants receiving monetary relief hereunder.

13. Any amount of the original \$350,000.00 which remains after EEOC has exhausted its efforts to locate Eligible Claimants whose checks have been returned to Deb Shops as undeliverable or which is evidenced by checks which have been mailed, but which have not been paid within six (6) months after the date of the Consent Decree, shall be distributed to one or more public or not-for-profit organizations one of whose primary purposes is to benefit the workplace interests of African-Americans. The parties shall jointly determine the organization(s) to receive such funds, subject to Court approval. If the parties are unable to agree, each shall make a proposal to the Court, which shall decide which of the two proposals should be accepted based upon which proposal the court determines (on a summary basis) is most appropriate in light of the issues raised in the lawsuit. None of the original amount of \$350,000.00 shall be retained by or returned to Deb Shops. Deb Shops shall cause payments to be stopped on any check which has not been paid within the aforesaid six (6) months and the Eligible Claimant to whom such check was sent shall not be entitled to receive any monetary or other relief whatsoever under this Consent Decree.

### **Job Offers**

14. As set forth in Paragraph 7, above, the EEOC shall notify Eligible Claimants of their eligibility for relief hereunder by sending them, inter alia, a letter in the form of Exhibit C, attached hereto. For Eligible Claimants listed on Exhibit B, such letter shall also provide a personalized application form which shall be supplied by Deb Shops in the same form as Deb Shops' usual application form but specially marked to indicate that the applicant is an Eligible Claimant under this Consent Decree and invite the Eligible Claimant to visit one of the Deb Shops locations listed in the letter and submit the enclosed application form as completed for sales associate and management positions within the time period set forth in the letter (forty-five (45) days from the date the letter is sent). Failure of such an Eligible Claimant to return an executed Release Agreement (Exhibit D) or submit the application provided to Deb Shops at a Relevant Store by the date specified in the letter will automatically extinguish, without further action, his/her right to be considered for employment as an Eligible Claimant listed on the Class Hiring List under the terms of this Consent Decree.

15. Within seven (7) business days following the deadline(s) established pursuant to Paragraph 14 for Eligible Claimants listed on Exhibit B to apply to Deb Shops, Deb Shops shall produce to EEOC a copy of all employment applications and other documents relating to each such Eligible Claimant's application for employment. Each such Eligible Claimant who submits an application will be placed on a Class Hiring List for each location.

16. Within thirty (30) days following the receipt of executed Release Agreements and applications for employment from Eligible Claimants listed on Exhibit B hereto, Deb Shops shall contact all such Eligible Claimants and schedule interviews at each Relevant Store for which one or more applications for employment have been submitted and shall provide the EEOC a copy of the

interview schedule. Such interviews shall be conducted by Thea Paxton, or in the event she is unavailable, another Deb Shops Regional Manager. Thea Paxton or such other Regional Manager shall determine the qualifications of each interviewee for a position as (1) sales associate; (2) management entry position; and (3) store manager. These determinations shall be based on the same legitimate, nondiscriminatory standards which it would use to determine whether any applicant would be qualified. Within ten (10) days following completion of all interviews, Deb Shops shall provide the Commission with a list of the qualification determinations (the "Class Hiring List").

17. Beginning at the time the qualification determinations are completed, and continuing for the duration of this Consent Decree, Deb Shops shall hire qualified sales associate applicants for employment from the Class Hiring List for the store in question as vacancies arise prior to offering positions to other outside applicants for such positions. Deb Shops shall hire qualified management entry position candidates from the Class Hiring List for the store in question into management entry positions (third key assistant/second junior assistant) as management vacancies arise prior to offering such management positions other than store manager to other outside applicants for such positions. Deb Shops shall hire qualified store manager candidates from the Class Hiring List for the store manager positions as store manager vacancies arise prior to offering such management positions to other outside applicants for such positions. Applications from individuals on the Class Hiring List shall remain in the active hiring file at each location for the duration of the Consent Decree.

18. This priority for hiring shall continue until the earlier to occur of (1) the term of the Consent Decree has expired; or (2) all persons listed on the Class Hiring List eligible for hiring consideration have received a job offer.

19. If a person on the Class Hiring List for a job (i) states, either orally or in writing, that he or she is not interested in employment at Deb Shops at the time the job is offered; or (ii) fails to respond to an offer of employment; or (iii) accepts an offer of employment but fails to commence employment, the person on the Class Hiring List will be deemed to have rejected the offer, and Deb Shops will no longer have any obligation under this Consent Decree to offer employment to that person.

20. The order in which to hire persons on the Class Hiring List shall be within Deb Shop's sole discretion as long as it does so in a manner consistent with its obligations under the law and this Consent Decree.

21. In the event the EEOC believes that any determination concerning qualifications of any person interviewed by Deb Shops is not consistent with its obligations under the law or this Consent Decree, the EEOC shall provide Deb Shops with its reason(s) for disagreement within thirty (30) days of receiving notice of such hiring decision. Deb Shops shall provide the EEOC with its position fifteen (15) days thereafter. If the parties are unable to reconcile their differences, either party may seek resolution from the Court.

### **Training**

22. Within sixty (60) days after entry of this Consent Decree and for the duration of the Consent Decree, Deb Shops shall provide training to its employees according to the following terms:

- A. Deb Shops shall prepare, distribute and require existing and new employees in Relevant Stores who participate in the selection or promotion of employees to watch a professionally made training video containing specific instruction on discrimination in hiring;

- B. Deb Shops shall prepare, distribute and require existing and new employees in Relevant Stores a professionally made training video containing specific instruction on employees avoiding discriminatory monitoring of customers for shoplifting. This videotape has been provided to EEOC and EEOC has approved it. The videotape relating to employee selection shall be of comparable quality and will be provided to EEOC to review prior to its use.
- C. Deb Shops shall exercise its best efforts to ensure full compliance with these training requirements. Recognizing the impact of leaves of absence, employees who fail to remain employed for more than a day or so, emergencies, legitimate excused absences and similar circumstances, Deb Shops shall be deemed to have complied with this training requirement if not less than 95% of the individuals required to view a training videotape do so. A registry of individuals trained shall be retained by Deb Shops for the duration of this Consent Decree.
- D. Upon the EEOC's request, Deb Shops agrees to provide the EEOC with copies of any other or associated material(s) provided to the participants of the training session(s).
- E. Deb Shops shall certify to the EEOC in writing within five (5) business days after the training has occurred that the training has taken place and that the required personnel attended. Such certification shall include: (i) the date, location and duration of the training; (ii) a copy of the registry of attendance, which shall include the name and position of each person in attendance; and (iii) a listing of all current management, supervisory and hiring personnel in the Relevant Stores as of the date of the training.

### **Record Keeping and Reporting**

23. For the duration of the Consent Decree, Deb Shops shall maintain records regarding its hiring of persons on the Class Hiring List. Deb Shops shall also maintain records which show the name, race, date of birth, date of hire, job title, wages at hire for each person hired at the Deb Shops facility, and a list showing all then current employees by job title.

24. Deb Shops shall maintain records of all hiring information at Relevant Stores including: i) the name of employee; ii) date of hire and the position into which the employee was hired; iii) race.

25. Deb Shops shall maintain records of any complaints it receives of race discrimination, its investigation of such complaints, and any response or action taken in the event there is a finding of race discrimination.

26. Beginning six (6) months after entry of this Consent Decree and every six (6) months thereafter for the duration of the Consent Decree, Deb Shops shall furnish the EEOC with reports reflecting information detailed in the records described in Paragraphs 23, 24 and 25 of this Consent Decree. Deb Shops shall also furnish updated information described in Paragraph 22-D. Deb Shops' last report will be submitted to the EEOC two (2) weeks prior to the date on which the Decree is to expire.

27. For the term of the Consent Decree and upon ten (10) business days notice to Deb Shops, the EEOC shall have access to Deb Shops facilities to review and copy any documents located at its facilities and to interview any personnel employed by Deb Shops for the purpose of determining Deb Shops' compliance with the terms of this Consent Decree.

28. Deb Shops shall keep, maintain, and preserve all employment records as required by 42 U.S.C. §2000e-8(c) and any regulations promulgated pursuant thereto, including 29 C.F.R. § 1602.7-1602.14.

#### **Notice Posting**

29. Within fifteen (15) days after the Court's entry of this Consent Decree and for the duration of this Decree, Deb Shops shall give to each Deb Shops employee who is then involved in interviewing, screening or hiring persons, a copy of the Notice attached as Exhibit E. At the same time, Deb Shops shall continuously post the Notice on bulletin boards or other locations where posters on employment laws are posted for employees. This provision shall apply to all of the Relevant Stores. Within twenty (20) days after the Consent Decree is entered Deb Shops 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.

#### **Duration of Decree/Retention of Jurisdiction**

30. 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 two (2) years from the date on which this Consent Decree is entered, provided, however that if, at the end of the two (2) 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**

31. Except as otherwise provided herein, each party shall bear its own court costs and attorneys' fees up to and including the date of the entry of this Consent Decree.

### **Dispute Resolution**

32. If the EEOC has reasonable cause to believe that Deb Shops has violated any of the terms of this Consent Decree, the EEOC shall notify Deb Shops in writing and Deb Shops will then have ten (10) business days in which to provide the EEOC with information demonstrating that there has not been a violation or that the violation has been corrected. EEOC shall respond to such submission within five (5) business days and the parties shall meet and confer in person within ten (10) days thereafter to attempt to resolve the matter, if necessary. If at the expiration of such time period, the dispute has not been resolved to the mutual satisfaction of the EEOC and Deb Shops, (or immediately in the event of an emergency), then either party may immediately resort to the Court for a determination regarding whether or not any further action or relief is required under the Consent Decree, and if so, to seek any appropriate relief.

### **Miscellaneous Provisions**

33. When this Consent Decree requires the submission by Deb Shops or reports, notices, or other materials to the Commission, such materials shall be mailed to: Deb Shops Settlement, Equal Employment Opportunity Commission, Chicago District Office, Legal Division, 500 West Madison, Suite 2800, Chicago, Illinois 60661. When this Consent Decree requires submission by EEOC of notices to Deb Shops, such notices shall be provided to Lorraine Koc, General Counsel, Deb Shops, Inc., 9401 Blue Grass Road, Philadelphia, PA 19114 and to Michael J. Leech and Thomas H. Luetkemeyer, Hinshaw & Culbertson, 222 North LaSalle Street, Suite 300, Chicago, IL 60601.



34. This Consent Decree shall be binding upon and enforceable against Deb Shops and its successors and assigns, against EEOC, and against all persons on whose behalf EEOC has brought this action.

**ENTERED AND APPROVED FOR:**

**For the Equal Employment  
Opportunity Commission:**

GWENDOLYN YOUNG REAMS  
Associate General Counsel

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

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JOHN C. HENDRICKSON  
Regional Attorney

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JOSE J. BEHAR  
Supervisory Trial Attorney

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PAMELA MOORE-GIBBS  
Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
Chicago District Office  
500 West Madison Street  
Suite 2800  
Chicago, Illinois 60661  
(312) 886-9120

**Date:** \_\_\_\_\_

**Agreed and Approved For:  
Defendants Deb Shops**

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MICHAEL J. LEECH  
TOM H. LUETKEMEYER  
CYNTHIA M. PETERSON

HINSHAW & CULBERTSON  
222 North LaSalle Street  
Suite 300  
Chicago, Illinois 60601  
(312) 704-3000

**ENTER:** \_\_\_\_\_  
**Honorable Joe Billy McDade  
United States District Judge**

## **EXHIBIT A**

List of Eligible Employee Claimants  
Distribution Amount: \$2,200.00

### **Bloomington**

1. Anita Curry
2. Janeese Donnelly
3. Tameka Houston
4. Raegan Hunter
5. Teresha Lewis
6. Khristi Mitchell
7. Tolulope Ogunkeye
8. Linda Whitefield
9. Regina Wood

### **Bourbonnais**

10. Shalonda Carroll
11. Brigitte Lawrence
12. Tenisha Lee
13. Demesha Lewis
14. Kelly Lloyd
15. Catrece Lucious
16. Tamiko Seaton
17. Jennifer Smith
18. LaKiesha Smith
19. Michelle Washington

### **Danville**

20. Wendolyn Briggs
21. Noelle Howard
22. Renee Mangum
23. Shelly Mangum
24. Donnetta Tetter

### **Decatur**

25. Quanita Brown
26. Gina Clay
27. Kandice Gray
28. Cassandra Gregory
29. Chenise Hamilton
30. Diane Meals
31. Christie Miller
32. Jeela Taylor

List of Eligible Employee Claimants  
Distribution Amount: \$2,200.00

33. Amelia Waddell

**Marion**

34. LaToya Walker

35. Yolanda Ward

36. Kim Webb

**Matteson**

37. Lynette Barnes

38. Michelle Cook

39. Rayna Craft

40. Penny Garth

41. Tashia Holloway

42. Cassandra Merriweather

43. Christie Pearson

44. Katrina Sutton

45. Nicole Walker

46. Sharlie Warner

47. Patricia Weatherspoon

48. Nateshia Williams

**Peoria**

49. Chuckiva Oliver

50. Patty Steiner

## **EXHIBIT B**

List of Eligible Applicant Claimants  
Distribution Amount: \$1,000.00

### **Bloomington**

1. Martine Berger
2. Catina Buckley
3. Turkessa Byrd
4. Sherri Dickson
5. Kyishia Gyles
6. Tiffany A. Hayes
7. Kimberly Jelks
8. Shawn Johnson
9. Stefanie Jones
10. Salina Manns
11. Lisa Person
12. Lolita Poore
13. Karen Smith
14. Teresa Spinks
15. Sharon Spriggs
16. Kathryn Stiapn
17. Nikasa Taylor
18. Donna Thomas
19. Patricia Tyner
20. Tiffany Williams
21. Toni Woodard

### **Bourbonnais**

22. Frankie Perkins

### **Danville**

23. Deborah Daggs
24. Tammy Davis
25. Sabrina Graham
26. Jamie Hall
27. Brandi Hopper
28. Katari Jimson
29. Monica McCullough
30. Sandra Merriweather
31. Shelonda Newsome
32. Precious Smith

List of Eligible Applicant Claimants  
Distribution Amount: \$1,000.00

**Decatur**

33. Latasha Atkins
34. Subrina Atkins-Smith
35. Tyrie Baltimore
36. Debra Barbee
37. Dannielle Blue
38. Misti Bond
39. Stephanette Bond
40. Terrill Bond
41. Coronet Bratcher
42. Marlissa Brewer
43. Brandy Brown
44. Mecha Brown
45. Carmeka Coe
46. Dawnyell Cole
47. Jerlien Cooper
48. Rashida Cooper
49. Rebecca Currie
50. Antoinette Dawson
51. Beverly Dixon
52. Estella Douglas
53. Keshia Glim
54. Teresa Green
55. Ebony Harris
56. Keturah Hayes-Owens
57. Vera Hicks-Polk
58. Crystal Hoskins-McNeace
59. Stephanie Irons
60. Keena Jackson
61. Tykyna Johnson
62. Chasidie Jones
63. Lisa Mabon
64. Joyce Matthews
65. Chikida Morton
66. Danielle Page
67. Tameka Palmer
68. Tameka Powell
69. Cynthia Reed
70. Carol Spates
71. Carol Stewart-Beasley

List of Eligible Applicant Claimants  
Distribution Amount: \$1,000.00

**Decatur (con't)**

- 72. Iris Taylor-Green
- 73. Tikia Taylor
- 74. Yolanda Taylor
- 75. Anne Thompson
- 76. Tangy Turner
- 77. Tiffany Turner
- 78. Bobbie Waddy
- 79. Lisa Walker
- 80. Sharon Warden
- 81. Johnna Wilder
- 82. French Wilson
- 83. Shakima Young
- 84. Stacey Young
- 85. Tracey Young

**Galesburg**

- 86. Millicent Bess
- 87. Tiffany Bogan
- 88. Dena DeFord
- 89. Aretha Hodge
- 90. Lora Jackson
- 91. Nikki Lewis
- 92. Arnetta McGruder
- 93. Kimberly Mitchell
- 94. Charletha Talley
- 95. Linda Terry-Slaughter
- 96. Dawn Wheeler

**Marion**

- 97. Rachel Butler
- 98. Courtnei Daniel
- 99. Javeita Hadley
- 100. Teresua Harkley
- 101. Afranchalis Lusk-Davis
- 102. Shana Meadows
- 103. Cannen Wilkins

**Matteson**

- 104. Chantawn Alexander
- 105. Precious Allen

List of Eligible Applicant Claimants  
Distribution Amount: \$1,000.00

106. Donetta Anfield
107. Tamare Brown
108. Jacquelyn Cooper
109. Elizabeth Daniels
110. Dorian Goins
111. Kamesha Goings
112. Marlene Green
113. Tiffany Herron
114. Cynthia Houston
115. Stacye Howard
116. Kimberly Hubbard
117. Keva Jackson
118. Timberly Johnson
119. Shanda Meeks

**Mattoon.**

120. Tracie Ard
121. Michelle Carey
122. Chamell Conley
123. Jacqueline Hale
124. Michell Henderson-McElroy
125. Tanisha Ledbetter
126. Tamara Motley
127. Kristin Smith

**Peoria**

128. Renarda Atkinson
129. Jessica Burse
130. Angela Ferrell-Russell
131. Araminta Humes
132. Patrina Jackson
133. Gina Miller-Jackson
134. Pamela Proctor
135. Monica Rayford
136. Kenisha Rials
137. Kimberly Stanley
138. Amicia Thom
139. Lazonia Williams

**St. Peters, Missouri**

140. Holly Garrett



List of Eligible Applicant Claimants  
Distribution Amount: \$1,000.00

**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Chicago District Office**

500 West Madison St., Suite 2800  
Chicago, IL 60661  
PH: (312) 353-2713  
TDD: (312) 353-2421  
ENFORCEMENT FAX: (312) 886-1168  
LEGAL FAX: (312) 353-8555

Date

Claimant's Name  
Address

**EXHIBIT C**

Re: EEOC v. Deb Shops, Inc.  
98 C 1321

Dear \_\_\_\_\_:

Recently the Equal Employment Opportunity Commission ("EEOC") and Deb Shops, Inc. resolved a lawsuit entitled EEOC v. Deb Shops, Inc., No 98 C 1321. In that suit, the EEOC alleged that Deb Shops discriminated against African-Americans in its hiring and terms and conditions of employment. These allegations have been denied by Deb Shops.

Deb Shops records indicate that you applied for a sales position at Deb Shops \_\_\_\_\_ location. We have previously received correspondence from you which indicates that you are African-American and applied for a sales position between January 1, 1993 and December 31, 1995. Therefore, you may be eligible for a money payment and consideration for future employment from Deb Shops as a result of the settlement of the above referenced case. The monetary relief for which you may be eligible is \$1,000.00.

**To be eligible for monetary relief under the Consent Decree you must execute and return the enclosed Release Agreement by no later than [30 days from date of letter] to the EEOC. Please return the Agreement in the envelope provided.**

You are also eligible for hire by Deb Shops under the terms of the Consent Decree, provided you are qualified for the job in which you are interested and you execute and return the enclosed Release Agreement. If you are interested in working at Deb Shops, Inc. you must apply in person at one of the following Deb Shops locations:

Bloomington, Illinois	Marion, Illinois
Bourbannais, Illinois	Matteson, Illinois
Danville, Illinois	Mattoon, Illinois
Decatur, Illinois	Pekin, Illinois
Effingham, Illinois	

If you do not execute and return the enclosed Release Agreement so that it is actually received by EEOC no later than \_\_\_\_\_ and apply to Deb Shops during the above dates, Deb Shops will not be required to consider you for hire pursuant to the terms of the Consent Decree. However, if you apply

at any other time, Deb Shops is required to treat your application for employment in a non-discriminatory manner.

**REMEMBER, YOUR SIGNED RELEASE AGREEMENT MUST BE ACTUALLY RECEIVED BY EEOC NO LATER THAN \_\_\_\_\_, 2001 IN ORDER FOR YOU TO RECEIVE ANY MONEY.**

When you appear at the Deb Shops store during the above-described period, you will be required to fill out the enclosed employment application. Please identify yourself as a Deb Shops class member at the time you apply. Deb Shops should contact you shortly after the end of the ninety day period for responses to be submitted and will then schedule an interview. Whether you are offered a position will depend upon your qualifications and interview, and there is no guarantee that you will be offered a job.

Sincerely,

Paula Jackson  
Paralegal Specialist  
(312) 353-7527

/pmg

Applicant Letter

Enclosures

**EXHIBIT C**

**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Chicago District Office**

500 West Madison St., Suite 2800  
Chicago, IL 60661  
PH: (312) 353-2713  
TDD: (312) 353-2421  
ENFORCEMENT FAX: (312) 886-1168  
LEGAL FAX: (312) 353-8555

Date

Claimant's Name  
Address

Re: EEOC v. Deb Shops, Inc.  
98 C 1321

Dear \_\_\_\_\_:

Recently the Equal Employment Opportunity Commission ("EEOC") and Deb Shops, Inc. resolved a lawsuit entitled EEOC v. Deb Shops Inc., No 98 C 1321. In that suit, the EEOC alleged that Deb Shops discriminated against African-Americans in its hiring and terms and conditions of employment. These allegations have been denied by Deb Shops.

Deb Shops records indicate that you were employed at Deb Shops' \_\_\_\_\_ store. If you are an African-American and worked at Deb Shops during the relevant time period, you may be eligible for a money payment as a result of the settlement of the above referenced case. The monetary relief for which you may be eligible is \$2,200.00.

**REMEMBER, YOUR SIGNED RELEASE AGREEMENT MUST BE ACTUALLY RECEIVED BY EEOC NO LATER THAN \_\_\_\_\_, 2001 IN ORDER FOR YOU TO RECEIVE ANY MONEY.**

**PLEASE RETURN THE AGREEMENT IN THE ENCLOSED ENVELOP.**

Sincerely,

Paula Jackson  
Paralegal Specialist  
(312) 353-7527

Employee Letter

Enclosures

**EXHIBIT C-1**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE CENTRAL DISTRICT OF ILLINOIS  
PEORIA DIVISION**

<b>EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,</b>	)	
	)	
	)	
<b>Plaintiff,</b>	)	
	)	
<b>v.</b>	)	<b>No. 98 C 1321</b>
	)	
<b>DEB SHOPS, INC. and DEB OF ILLINOIS, INC., d/b/a DEB SHOPS, INC.</b>	)	<b>Judge McDade</b>
	)	
<b>Defendants.</b>	)	
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	)	

**RELEASE AGREEMENT**

For and in consideration of payment of not less than \$\_\_\_\_\_ to be made from Deb Shops, Inc. ("Defendant"), pursuant to the terms of the Consent Decree entered by the Court in EEOC v. Deb Shops Inc., No. 98 C 1321 (C.D. Ill.), on behalf of myself, my heirs, assigns, executors, and agents, I do hereby release, waive, remise, acquit, and discharge Deb Shops, Inc. and all past and present shareholders, officers, agents, employees, and representatives of Deb Shops, Inc. as well as all successors and assignees of Deb Shops, Inc. from any and all claims and causes of action of any kind which the undersigned now has or has had against Deb Shops, Inc. under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq., as a result of or arising from the subject matter and claims which were or which could have been asserted in EEOC v. Deb Shops Inc. No. 98 C 1321 (C.D. Ill.).

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Current Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Social Security No.: \_\_\_\_\_

**EXHIBIT D**

## EXHIBIT E

### NOTICE TO ALL EMPLOYEES AND APPLICANTS

This Notice is posted pursuant to the Consent Decree entered in January 2001 by the U.S. District Court resolving the lawsuit entitled U. S. Equal Employment Opportunity Commission v. Deb Shops, Inc. and Deb of Illinois Inc. d/b/a Deb Shops, Inc., C.D. Illinois No. 98 C .1321.

The lawsuit was based upon a Charge of Discrimination filed with the Equal Employment Opportunity Commission ("EEOC") by an applicant who alleged that she was denied employment because of her race. The EEOC lawsuit alleged that Deb. Shops, Inc. discriminated against a class of African American applicants and employees on the basis of their 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 Deb Shops, Inc. reached a settlement in the case, and the Court entered a Consent Decree resolving the lawsuit.

Under the terms of the Consent Decree, Deb Shops, Inc. will:

1. Not engage in any employment practice which discriminates on the basis of race;
2. Make a monetary payment of \$350,000 to be divided among the individual who filed the charge and a class of African American applicants and employees;
3. Offer jobs to eligible and qualified African Americans who have been identified as previous applicants;
4. Provide training to managers and employees concerning laws prohibiting employment discrimination;
5. Maintain and provide applicant and employee record information to the EEOC for two years.

In addition, Deb Shops is undertaking a voluntary program to provide training for all of its managers nationwide to avoid racial discrimination both in hiring and promotion of employees, and for all employees nationwide to avoid discrimination in customer relations. This program includes professional training for all employees nationwide designed to help employees to provide prompt and courteous customer service equally without regard to race.

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

This Notice must remain posted for two 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 Joe Billy McDade  
United States District Court