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Equal Employment Opportunity Commission, et al. v. Prodesign, LLC

Judge Robert L. Miller Jr.

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Equal Employment Opportunity Commission, et al. v. Prodesign, LLC

Keywords

EEOC, Prodesign LLC, Manufacturing, 3:04-CV-623RM, Consent Decree, Sexual Harassment, Sex, Manufacturing, Title VII, Employment Law

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION, et al.)	
)	
Plaintiffs)	
)	CIVIL ACTION NO.
v.)	
)	3:04-CV-623RM
PRODESIGN, LLC)	
)	
Defendant)	
_____)	

CONSENT DECREE

This action was instituted by the Equal Employment Opportunity Commission ("Commission") under the authority granted to it under Section 706(f)(1) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-5(f)(1). The Commission's action was brought to correct alleged unlawful employment practices on the basis of sex. Specifically, the Commission alleged in its Complaint that Prodesign, LLC subjected Robbie Caldwell and a class of similarly situated employees to sexual harassment.

The Commission, Plaintiff-Intervenor Robbie Caldwell, and Prodesign hereby stipulate to the jurisdiction of the Court over the parties and the subject matter of this action.

The parties have advised the Court that they desire to resolve the remaining allegations in the Complaint without the burden, expense, and delay of further litigation. The parties acknowledge that this is a disputed claim, and that by agreeing to this Consent Decree, Prodesign makes no admission of wrongdoing.

It is therefore the finding of this Court, made on the pleadings and the record as a whole, that: (1) the Court has jurisdiction over the parties and the subject matter of this action; (2) the

purpose and provisions of Title VII will be promoted and effectuated by the entry of this Consent Decree; and (3) this Consent Decree resolves all the matters in controversy between the parties as provided in paragraphs 1 through 12 below.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. Prodesign, LLC agrees that it will not discriminate against employees on the basis of sex and will abide by the requirements of the law as to its obligation to maintain a work environment for all employees that is free from sexual harassment.

2. Defendant agrees that it will not discriminate or retaliate in any way against any person because of opposition to a practice made unlawful under Title VII or because of the filing of a charge, or the giving of testimony, assistance, or participation in any manner in an investigation, proceeding, or hearing under Title VII.

3. Prodesign agrees to pay \$3,000.00 in damages to Janice Patrick in settlement of all claims raised in this lawsuit. Defendant agrees not to deduct from the settlement amount of \$3,000.00 the amount of the employer's share of any costs, taxes, or social security required by law to be paid by Defendant. Defendant further agrees to issue a form 1099 to Ms. Patrick. A check in the amount of \$3,000.00 shall be made payable to Janice Patrick and sent to her by certified mail at [REDACTED]. Fifteen days from the entry of this Consent Decree by the Court, the Commission will forward a release (see Appendix A) to Janice Patrick for her execution. The Commission will notify counsel for Defendant on receipt of the release executed by Janice Patrick. Then, within thirty days from the entry of this Consent Decree by the Court, Defendant shall mail the check, by certified mail, to Ms. Patrick. Defendant shall mail a copy of Ms. Patrick's check and proof of its delivery to Ms. Patrick (a signed certified mail receipt) to the

Commission. Upon receipt of proof of delivery of a check to Ms. Patrick, the Commission shall forward the release to counsel for Defendant.

4. Prodesign agrees to post the Notice of Non-Discrimination Policy attached as Appendix B to this Decree in a conspicuous place on its premises. Said notice shall remain posted throughout the term of this Decree.

5. Prodesign agrees to eliminate from the records of Robbie Caldwell and Janice Patrick all references to their charges of discrimination and to eliminate from the records of Robbie Caldwell and Janice Patrick all references to participation in this suit and shall make no reference to such charges or participation in the event that it is contacted for references. This provision survives the expiration of the Consent Decree.

6. Defendant agrees to conduct a training seminar for all employees, including all its managers and supervisors, regarding the policies prohibiting sexual harassment. Said employees must attend a seminar within six (6) months from the date of entry of this Decree. Thirty (30) days prior to the date of the seminar, the Defendant shall provide notice to the Commission regarding the date, time, and place of the seminar and shall send to the Commission a copy of the agenda, subject matter to be covered and an outline of the written materials to be used. The Commission may at its option send its own representative to attend the training to observe or to speak at the training. Upon completion of the training program, Prodesign shall certify to the Commission the specific training given and shall provide the Commission with a roster of all employees in attendance.

7. Prodesign agrees to submit reports to EEOC detailing its compliance with this decree. Within six (6) months of the date of this Decree, Prodesign will certify to the EEOC Regional Attorney that the training referenced in paragraph 6 of this Decree has occurred. In addition, two (2)

annual reports shall be submitted during the term of this decree. The first report shall be due on June 30, 2006, and the subsequent reports shall be mailed to the Commission no later than June 30th of each year covered by the decree. The report shall include the following information for the twelve (12) month period preceding the report: a description of any and all verbal or written complaints of sexual harassment or sex discrimination received by the company or any of its managers or supervisors from any employee, the name and position of the complainant, and the disposition of the complaint, including any discipline administered as a result of the complaint. Reports shall be sent to the attention of Laurie A. Young, Regional Attorney, or her successor, Equal Employment Opportunity Commission, 101 W. Ohio Street, Suite 1900, Indianapolis, Indiana, 46204.

8. Prodesign agrees that the EEOC may review compliance with this Decree. As part of such review, the EEOC may inspect the premises, interview employees, and examine and copy documents.

9. In the event that the EEOC alleges that a violation of this Decree has occurred, prior to exercising any remedy provided by law, EEOC will give notice in writing thereof, specifically identifying the alleged violation to Prodesign. Prodesign will have thirty (30) days in which to investigate and respond to the allegation. Thereafter, the parties will have a period of thirty (30) days, or such additional period as may be agreed upon by them, in which to negotiate and confer regarding such allegation before Plaintiff exercises any remedy provided by law.

10. The Commission and Prodesign shall each bear their own costs and attorney fees.

11. The term of this Decree shall be for two (2) years following the date of the entry of this Decree.

12. RETENTION OF JURISDICTION BY COURT. The Court will retain jurisdiction of this cause throughout the duration of this Decree for purposes of monitoring compliance with this Decree and entry of such further orders as may be necessary or appropriate.

APPROVED:

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

PRODESIGN, LLC

By:

By:

s/Jo Ann Farnsworth
Jo Ann Farnsworth, #8364-49

s/David Carr
David Carr, #4241-49

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
101 W. Ohio St.
Indianapolis, IN 46204

ICE MILLER
One American Square
Box 82001
Indianapolis, IN 46282

Attorney for Plaintiff

Attorney for Defendant

ROBBIE CALDWELL

By:

s/Laura L. Ezzell
Edward J. Chester, #3749-20
Laura L. Ezzell, #24174-20
230 N. Main Street
Suite 2
P.O. Box 1768
Elkhart, IN 46515-1768

Attorney for Plaintiff-Intervenor

ENTERED:

October 12, 2005
Dated

/s/ Robert L. Miller, Jr.
Chief Judge
United States District Court

Copies to:

Jo Ann Farnsworth, Senior Trial Attorney
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
101 W. Ohio Street, Suite 1900
Indianapolis, IN 46204

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David J. Carr
Julie M. Conrad
Beth Hatfield
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APPENDIX A

RELEASE

In consideration of the payment to me by Prodesign, LLC of \$3,000.00, and in consideration of the Consent Decree agreed to by the Equal Employment Opportunity Commission and Prodesign, LLC in Civil Action 3:04-CV-623 RLM, entered by the Court on the __ day of _____, 2005, of which this Release is a part, I, Janice Patrick, hereby fully and forever release and discharge Prodesign, LLC, its affiliated companies, and any affiliated or parent corporations, and their successors and assigns, including their present and former directors, officers, shareholders, employees, and agents, from any claim or obligation based on unlawful employment discrimination under Title VII of the Civil Rights Act of 1964, as amended, raised in Civil Action No. 3:04-CV-623 RLM.

I agree that I will be solely and individually responsible for paying any applicable income taxes which may be due and owing, if any, as a result of Defendant's payment of the sum set forth above. I acknowledge that I have not relied on any representations made by Defendant or the EEOC relating in any way to the tax treatment of the payments pursuant to this agreement.

I have read this Release and I execute it voluntarily, without coercion or threat of reprisal.

IN WITNESS WHEREOF, this Release is signed and executed by me on the _____ day
of _____, 2005.

Name

County of)
) SS
State of)

Subscribed and sworn to before me this _____ day of _____, 2005.

Notary Public

County of Residence _____

My Commission Expires: _____

APPENDIX B

EMPLOYEE NOTICE

Posted Pursuant to an Agreement with the U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION Indianapolis District Office

NOTICE OF NON-DISCRIMINATION POLICY

Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's race, color, religion, sex, national origin, age (40 and over), or disability.

Federal law also prohibits sexual harassment in the workplace. Sexual harassment in the workplace occurs when the employer allows its employees to be subjected to verbal or physical conduct of a sexual nature and this conduct interferes with the employee's work or creates an intimidating or offensive work environment.

Prodesign employees are expected to personally ensure that their own conduct does not sexually harass other employees.

Prodesign will take disciplinary measures against those employees guilty of sexual harassment.

Prodesign supports and will comply with such Federal law in all respects and will not take any actions against employees because they have exercised their rights, reported an alleged violation under the law or have given testimony, assistance, or participation in any investigation, proceeding or hearing conducted by the U. S. Equal Employment Opportunity Commission.

An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination in the workplace. An employee may contact the U. S. Equal Employment Opportunity Commission for the purpose of filing a charge of employment discrimination.

Questions concerning this notice may be addressed to:

**Equal Employment Opportunity Commission
101 W. Ohio St., Suite 1900
Indianapolis, Indiana 46204-4203
Telephone: (317) 226-7212
EEOC 800 # 1-800-669-4000
TDD (317) 226-4162**