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EEOC v. Streator Brick, Inc.

Judge Ronald A. Guzman

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EEOC v. Streator Brick, Inc.

Keywords

EEOC, Streator Brick Inc., 03 C 6192, Consent Decree, Disparate Treatment, Race, Black, White, Manufacturing, Employment Law, Title VII

JS-6

United States District Court, Northern District of Illinois


Name of Assigned Judge or Magistrate Judge	Ronald A. Guzman	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	03 C 6192	DATE	6/30/2004
CASE TITLE	EQUAL EMPLOYMENT OPPORTUNITY vs. STREATOR BRICK, INC.		

[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:

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] Enter Consent decree. This case is terminated. Any pending motions and schedules are stricken as moot.
- (11) [For further detail see order attached to the original minute order.]

<input type="checkbox"/> No notices required, advised in open court. <input type="checkbox"/> No notices required. <input type="checkbox"/> Notices mailed by judge's staff. <input type="checkbox"/> Notified counsel by telephone. <input checked="" type="checkbox"/> Docketing to mail notices. <input type="checkbox"/> Mail AO 450 form. <input type="checkbox"/> Copy to judge/magistrate judge.	courtroom deputy's initials CG	U.S. DISTRICT COURT CLERK 2004 JUL -8 PM 5:46 FILED-ED1	number of notices	Document Number 15
			JUL 09 2004 <small>date docketed</small>	
			 <small>docketing deputy initials</small>	
			date mailed notice	
		Date/time received in Central Clerk's Office	mailing deputy initials	

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

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

v.

STREATOR BRICK, INC.

Defendant.

Case No. 03 C 6192

Judge Guzman

CONSENT DECREE

The Litigation

Plaintiff, Equal Employment Opportunity Commission (hereafter the "EEOC"), filed this action on September 4, 2003, alleging that Defendant Streator Brick, Inc. (Streator Brick) discriminated against Charging Party Charles Williams and a class of employees, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 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 black employees to harassment because of their race and subjecting a class of white employees to direct harassment because of their association with black employees. 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.

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:

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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, Streator Brick, its officers agents, employees, successors, and assigns shall not discriminate on the basis of race.

Non-Retaliation

2. Streator Brick, 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. Streator Brick shall pay compensatory damages in the total sum of thirty-five thousand dollars (\$35,000.00). After the Consent Decree has been entered and within

fourteen (14) business days after the EEOC has provided to Streator Brick a Release form (attached as Exhibit A to this Consent Decree) executed by Charles Williams and each of the two (2) class members identified previously in this litigation, Streator Brick shall issue, by certified mail: 1) a check payable to Charles Williams in the sum of twenty thousand dollars (\$20,000.00) representing compensatory damages; and 2) checks payable to the two class members in the amounts of seven thousand five hundred dollars (\$7,500) each, for a total of fifteen thousand dollars (\$15,000.00) representing compensatory damages. Streator Brick will issue L.R.S.1099 forms for each of these payments, and Mr. Williams and the other class members will assume sole responsibility for payment of any local, state or federal taxes on these payments. Streator Brick shall send a copy of the checks to EEOC.

Notice Posting

4. Within ten (10) days after the Court's entry of this Consent Decree and for the duration of this Decree, Streator Brick shall continuously post the notice annexed hereto as Exhibit A at prominent locations frequented by Streator Brick employees. Within ten (10) days after the Consent Decree is entered Streator Brick 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

5. Streator Brick shall maintain all records concerning its implementation of this Consent Decree. Streator Brick shall maintain records of any complaints it receives of race discrimination, its investigation of such complaints, and any response or action taken thereto.

6. Beginning six (6) months after entry of this Consent Decree and every six (6)

months thereafter for the duration of the Consent Decree, Streater Brick shall furnish EEOC with reports reflecting information detailed in the records described in Paragraph 5 of this Consent Decree. Streater Brick 's last report will be submitted to EEOC two (2) weeks prior to the date on which the Decree is to expire.

7. For the term of the Consent Decree and upon five (5) business days notice to Streater Brick, the EEOC, when it has reasonable cause to believe Streater Brick is not in compliance with the terms of this Consent Decree, shall have access to Streater Brick's facility to review and copy any documents related to determining compliance located at its facility and to interview any personnel employed by Streater Brick for the purpose of determining Streater Brick's compliance with the terms of this Consent Decree.

Training

8. Within forty-five (45) days after entry of this Consent Decree, Streater Brick shall arrange for training of all employees, including supervisors and managers, regarding requirements of Title VII. Streater Brick 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, Streater Brick 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.

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.

Costs and Attorneys' Fees

10. Each party to this action shall bear its own attorney's fees, costs, and expenses.

Dispute Resolution

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

12. When this Consent Decree requires the submission by Streator Brick or reports, notices, or other materials to the Commission, such materials shall be mailed to: Streator Brick Settlement, Equal Employment Opportunity Commission, Chicago District Office, Legal Division, 500 West Madison, Suite 2800, Chicago, Illinois 60661.

ENTERED AND APPROVED FOR:

**For the Equal Employment
Opportunity Commission:**

ERIC S. DREIBAND
General Counsel

JAMES LEE
Deputy General Counsel

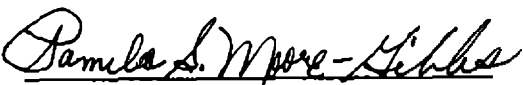
GWENDOLYN YOUNG REAMS
Associate General Counsel

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**

1801 L Street, N.W.
Washington, D.C. 20507


JOHN C. HENDRICKSON
Regional Attorney


Diane I. Smason
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

For Defendant Streator Brick, Inc.


Brent DeFore
President

ENTER:


Honorable Ronald Guzman
United States District Judge

Date:

6/30/04

EXHIBIT A

RELEASE AGREEMENT

I, _____, for and in consideration of the sum of \$ _____ payable to me pursuant to the terms of the Consent Decree entered by the Court in EEOC v. Streator Brick, Inc., Case No. 03 C 6192, on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, remise, acquit, and discharge Streator Brick, Inc. ("Streator Brick"), and all past and present shareholders, officers, agents, employees, and representatives of Streator Brick, as well as all successors and assignees of Streator Brick, from any and all claims and causes of action 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. ("Title VII"), 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 or which could have been asserted in EEOC v. Streator Brick, Inc., Case No. 03 C 6192.

Date

Name

EXHIBIT B

NOTICE TO ALL EMPLOYEES

This Notice is posted pursuant to the Consent Decree entered in June 2004 by the U.S. District Court resolving the lawsuit entitled U. S. Equal Employment Opportunity Commission v. Streater Brick, Inc., N.D. Illinois No. 03 C 6192.

The lawsuit was based upon a Charge of Discrimination filed with the Equal Employment Opportunity Commission ("EEOC") by an employee who alleged that he was discriminated against on the basis of race. The EEOC lawsuit alleged that Streater Brick permitted harassment based on 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 Streater Brick reached a settlement in the case, and the Court entered a Consent Decree resolving the lawsuit.

Under the terms of the Consent Decree, Streater Brick shall: 1) Not engage in any employment practice which discriminates on the basis of race; 2) Pay monetary damages; 3) Provide training to managers and employees concerning laws prohibiting employment discrimination; 4) Maintain certain information relating to employment discrimination 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: _____

Honorable Ronald Guzman
United States District Judge

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Dated: _____

6/30/04


Honorable Ronald Guzman
United States District Judge