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EEOC v. Fleming, Inc., d/b/a J. Edward's

Judge Patrick M. Duffy

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EEOC v. Fleming, Inc., d/b/a J. Edward's

Keywords

EEOC, Fleming Inc. d/b/a J. Edward's, 4:99-2157-23BF, Consent Decree, sex, male, sexual harassment, hostile work environment, retaliation, manufacturing, employment law, Title VII

FILED

MAR 29 2001

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LARRY W. PROPPS, CLERK
CHARLESTON, SC

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF SOUTH CAROLINA
FLORENCE DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
and)
)
MATTHEW MORRISON,)
)
Intervenor,)
)
v.)
)
FLEMING, INC., d/b/a J. EDWARD'S,)
)
Defendant.)
_____)

CIVIL ACTION NO.
4:99-2157-23BF

CONSENT DECREE

The Equal Employment Opportunity Commission (the "Commission") instituted this action pursuant to Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e-5(f)(1) and (3) ("Title VII"), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

The Commission, the Plaintiff-Intervenor and the Defendant, Fleming, Inc., d/b/a J. Edward's ("Defendant"), hereby stipulate to jurisdiction of the Court over the parties and agree that the subject matter of this action is properly before the Court.

The parties have advised this Court that they desire to resolve all their differences without the burden and expense of a protracted trial involving numerous witnesses and substantial expense on the part of all the parties. The Defendant denies all allegations of any wrongdoing and any violations of any State or Federal laws including Title VII. Further, this Decree shall not

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be construed as any admission of liability on the part of the Defendant as to any alleged violations of Title VII.

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 the Consent Decree; and (3) this Decree resolves all matters in controversy between the parties as provided in paragraphs 1 through 16 below.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. Defendant shall not discriminate against or harass individuals on the basis of sex within the meaning of Title VII of the Civil Rights Act of 1964, nor shall Defendant discriminate or retaliate against any person because of opposition to any practice made unlawful under Title VII of the Civil Rights Act of 1964, or because of the filing of a charge, the giving of testimony or assistance, or the participation in any investigation, proceeding or hearing under Title VII.

2. Defendant shall pay Bryan Stahl the sum of Ten Thousand Dollars (\$10,000.00) in settlement of the claims raised in this action. Defendant shall make payment by issuing a check payable to Bryan Stahl. Payment shall be made within fifteen days after the Court approves this Consent Decree. Defendant shall mail the check to Bryan Stahl, [REDACTED] [REDACTED] [REDACTED]. Within ten days after the check has been sent to Bryan Stahl, Defendant shall mail to Mindy E. Weinstein, Regional

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Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery to Bryan Stahl.

3. Defendant shall pay Matthew Goheen the sum of Ten Thousand Dollars (\$10,000.00) in settlement of the claims raised in this action. Defendant shall make payment by issuing a check payable to Matthew Goheen. Payment shall be made within fifteen days after the Court approves this Consent Decree. Defendant shall mail the check to Matthew Goheen, [REDACTED], [REDACTED], [REDACTED]. Within ten days after the check has been sent to Matthew Goheen, Defendant shall mail to Mindy E. Weinstein, Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery to Matthew Goheen.

4. Defendant shall pay Matthew Morrison the sum of Fifteen Thousand Dollars (\$15,000.00) in settlement of the claims raised in this action. Defendant shall make payment by issuing a check payable to Matthew Morrison and A. Christopher Potts, Esq. Payment shall be made within fifteen days after the Court approves this Consent Decree. Defendant shall mail the check to A. Christopher Potts, Esq., Attorney for Matthew Morrison, 31 Broad Street, P.O. Box 1113, Charleston, SC 29402. Within ten days after the check has been sent to Mr. Potts, Defendant shall mail to Mindy E. Weinstein, Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its

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delivery to Mr. Potts.

5. Defendant shall pay Plaintiff-Intervenors' attorney fees in the sum of Ten Thousand Dollars (\$10,000.00). This amount shall constitute attorney fees for Matthew Morrison. Defendant shall make payment by issuing a check payable to A. Christopher Potts, Esq. Payment shall be made within fifteen days after the Court approves this Consent Decree. Defendant shall mail the check to A. Christopher Potts, Esq., 31 Broad Street. P.O. Box 1113, Charleston, SC 29402. Within ten days after the check has been sent to Mr. Potts, Defendant shall mail to Mindy E. Weinstein, Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery to Mr. Potts.

6. Defendant agrees to eliminate from the employment records of Bryan Stahl, Matthew Goheen, and Matthew Morrison any and all documents and entries relating to the facts and circumstances which led to the filing of the EEOC charge of sexual harassment and the related events that occurred thereafter, including the filing of this lawsuit.

7. Defendant agrees to provide Bryan Stahl, Matthew Goheen, and Matthew Morrison with neutral references in the event Defendant receives any inquiries regarding their employment with the Defendant. The Defendant shall provide only the term of employment and their positions held.

8. Defendant shall post its current harassment policy next to its EEO Poster. The harassment policy will be amended to

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include the following language: "In the event the complaint includes upper management or ownership, the person to contact is the Marketing Director.

9. During the term of this Decree, Defendant shall provide an annual training program to all of its management and supervisory employees. Each training program shall include an explanation of the requirements of the federal equal employment opportunity laws, including Title VII of the Civil Rights Act of 1964 and its prohibition against sex discrimination in the workplace, including sexual harassment and retaliation. Each training program shall also cover Defendant's harassment policy and an explanation of the rights and responsibilities of employees and managers under the policy. The first training program shall be completed within one hundred twenty (120) days after entry of the decree by the Court. Each subsequent training program shall be conducted at approximately one-year intervals. Within ten (10) days after completion of each training program, Defendant shall certify to the Commission the specific training which was undertaken and shall provide the Commission with a roster of all employees in attendance.

10. During the term of this Decree, Defendant agrees that it shall provide a copy of its harassment policy to each person it hires or rehires, prior to the person beginning his or her normal duties. In addition, Defendant agrees that a manager or supervisory employee shall explain the meaning and operation of the harassment policy to each person it hires or rehires, at the time that it presents the person with a copy of the harassment

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policy.

11. Defendant agrees to provide the Commission with annual reports during the term of this Decree. The reports shall include the following information: the identities of all individuals who have complained of or reported sexual harassment at Defendant's restaurant facility, including by way of identification each person's name, home address, home telephone number, social security number, sex, and a statement of the individual's complaint and what action was taken in response to the individual's complaint. In addition, each annual report shall include the identity of each person to whom it provides a copy of the harassment policy in accordance with paragraph ten (10) above, including by way of identification each person's name, home address, home telephone number, social security number, sex, and position into which the person was hired or rehired. Defendant shall submit the first report to the Commission on July 1, 2001 and shall submit subsequent reports on July 1 of each year during the term of this Decree.

12. Defendant agrees that the Commission may review compliance with this Decree. As part of such review and after reasonable notice, the Commission may inspect the premises, interview employees and examine and copy documents.

13. If anytime during the term of this Decree, the Commission believes that Defendant is in violation of this Decree, the Commission shall give notice of the alleged violation to Defendant. Defendant shall have thirty (30) days in which to investigate and respond to the allegations. Thereafter, the

parties shall have a period of thirty (30) days, or such additional period as may be agreed upon by them, in which to engage in negotiation and conciliation regarding such allegations, before the Commission exercises any remedy provided by law.

14. Except as otherwise provided herein, each party shall bear its own costs and fees.

15. The term of this Decree shall be for two and one-half (2 1/2) years from its entry by the Court.

16. This Court shall retain jurisdiction of this cause for purposes of monitoring compliance with this Decree and entry of such further orders as may be necessary or appropriate.

March 29th, 2001
Date

Paul Duffy
Judge, U.S. District Court
District of South Carolina

The parties jointly request that the Court approve and enter the Consent Decree:

Fleming, INC., d/b/a J. Edward's Plaintiff-Intervenor Morrison

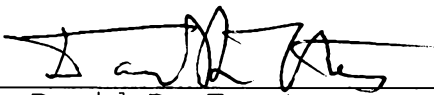
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Equal Employment Opportunity
Commission

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