

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF ALABAMA
SOUTHERN DIVISION

| | | |
|------------------------------|---|--------------------------|
| EQUAL EMPLOYMENT OPPORTUNITY |) | |
| COMMISSION, |) | |
| |) | |
| Plaintiff, |) | Case No. 1:05-CV-896-WKW |
| |) | (WO) |
| vs. |) | |
| |) | |
| FACTORY CONNECTION, LLC |) | |
| |) | |
| Defendant. |) | |

ORDER ON CONSENT DECREE

I. GENERAL PROVISIONS

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (Title VII) guarantees protected workers that they will be free from employment discrimination on the basis of race, color, religion, sex, or national origin. Mattie Lois Wright filed a charge of discrimination alleging that Factory Connection, LLC, (hereinafter, “Factory Connection”) discriminated against her in violation of Title VII because of her race, Black. On September 20, 2005, the Equal Employment Opportunity Commission (hereinafter “EEOC”) filed suit in this Court against Factory Connection. The EEOC alleged that Factory Connection discriminated against Mattie Lois Wright by refusing to promote her because of her race, Black. Factory Connection expressly denies all claims and allegations asserted in the Complaint.

The EEOC and Factory Connection being aware of the risks, uncertainties, and costs of continued litigation, are now desirous of resolving, through this Consent Decree, the claims asserted in the above styled lawsuit.

This Court being fully advised of the premises of this case does hereby Order, Adjudge and Decree as follows:

II. SPECIFIC PROVISIONS

A. This Court has full jurisdiction to decide this controversy as to the EEOC and Factory Connection. The Court has not made any finding that Factory Connection has engaged in the conduct claimed or has unlawfully discriminated against Mattie Lois Wright in any way. This Court expressly retains jurisdiction for the next 24 months for the purpose of ensuring compliance with this Decree and entry of such further orders as may be necessary to effectuate the purposes of this Decree. Twenty-four (24) months after the entry of this Decree, it will expire without further action by the parties or the Court. It is expressly agreed by the parties that the Court shall retain jurisdiction to enforce this Consent Decree. Kokkonen v. Guardian Life Insurance Co. of America, 511 U.S. 375 (1994).

B. Nothing herein shall be deemed to be an admission by Factory Connection that it has at any time, place, or in any manner whatsoever, violated either Title VII or any other statute, rule of law, or legally binding regulation concerning Mattie Lois Wright.

C. This Decree, being entered with the consent of the EEOC and Factory Connection, shall not constitute an adjudication or finding on the merits of the case, nor shall it be used as evidence of a violation of Title VII or other law in any subsequent action by EEOC against Factory Connection, except no party shall be prohibited by this provision from proceeding against any other for noncompliance with any provision of this Decree or any release pursuant to this Decree.

D. This Decree shall fully and finally resolve with prejudice all claims raised in the Complaint, including without limitation the matters alleged in the Charge of Discrimination numbered 130-2004-03413. In addition to the Decree, a separate agreement will be executed between Mattie Lois Wright and Factory Connection. The execution of that agreement is a

condition precedent to payment by Factory Connection as set forth hereinafter in Paragraph E.

E. Factory Connection shall pay a total of \$12,500.00 in full settlement of the claims which are the subject of this lawsuit and Consent Decree. A check in that amount shall be mailed to Mattie Lois Wright by Certified mail within twenty (20) days after the Court approves this Consent Decree, provided that Mattie Lois Wright has provided to Factory Connection the executed release agreed to by her and Factory Connection. Copies of the check and the letter sending payment shall be mailed to J. Mark Graham, Senior Trial Attorney, EEOC, 1130 22nd Street, South, Suite 2000, Birmingham, Alabama, 35205.

F. Factory Connection shall not retaliate against Mattie Lois Wright or any of its former or present employees because such person has filed a Charge of Discrimination, testified, assisted, benefited, or participated in any manner in the investigations, proceedings or hearings in this lawsuit.

G. Factory Connection represents that it has at all times complied with the requirements of Title VII of the Civil Rights Act of 1964, as amended. As part of this resolution, Factory Connection commits to ensure continued compliance with Title VII. To assist in this effort, Factory Connection shall immediately post the notice to employees attached as Exhibit "A" in an area of its Elba facility frequented by all employees on a regular basis.

H. Within sixty (60) days of the entry of this Decree, Factory Connection shall provide training for the employees at its Elba, Alabama, location and for all employees who make hiring recommendations or exercise hiring authority at that location (i.e., its Regional Manager and Area Manager for the Elba store) (hereinafter referred to as "Elba employees") as follows:

1. Factory Connection shall provide at least one hour of classroom or other effective interactive training and education regarding discrimination, including racial discrimination, to the Elba employees who are employed as of the date of entry of this Consent Decree and to all new Elba employees within three (3) months of their initial employment or rehire. Factory Connection shall provide on an annual basis at least one hour of classroom or other effective interactive training and education regarding discrimination, including racial discrimination to all Elba employees for the duration of this Consent Decree.

2. The training and education required by this Consent Decree shall include information and practical guidance regarding the federal statutory provisions concerning the prohibition against and the prevention and correction of discrimination, including racial discrimination. At a minimum, the training shall explain: (1) what constitutes race discrimination; (2) that Title VII prohibits this misconduct; (3) that employees may complain to management if they feel they have been discriminated against; (4) that the evaluation of managers will consider, among other things, enforcement of Factory Connection's anti-discrimination policies. This training will also include an explanation of Factory Connection's policies regarding race discrimination. Pursuant to this Decree, Factory Connection will also conduct this specific training on at least two (2) more occasions; the second session will be in months 10-12 of the Decree and the third session will be in months 22- 24 of the Decree.

3. The training and education for employees may be videotaped for review by absent employees and shall also include practical examples aimed at the prevention of workplace harassment, discrimination, and retaliation. The training shall be presented by

trainers or educators with knowledge and expertise in the prevention of harassment, discrimination, and retaliation.

4. Employees attending the training shall be instructed to sign a registry when they attend the training session or watch a videotape of the training session. Defendant shall keep, for the duration of the Decree, this written record of all employees who attend the training session or watch it on videotape.

5. Factory Connection may add to this training depending on its needs. Nothing in this Consent Decree is intended to prevent training of both supervisory and non-supervisory employees together in appropriate circumstances.

6. The EEOC shall be given at least 15 days advance notice of the date, time, location and substance of this training and shall be permitted to attend and observe the planned training upon giving reasonable notice to Factory Connection.

I. Within ninety (90) days of the entry of this Consent Decree, Factory Connection shall provide the Birmingham District Office of the Equal Employment Opportunity Commission with proof of the action taken to inform and train its personnel as outlined in paragraph H above and thereafter shall supplement the report to include any additional training that occurs for the duration of this Consent Decree. The report(s) will be mailed to Regional Attorney, Birmingham District Office of the Equal Employment Opportunity Commission (EEOC), 1130 22nd Street, South, Suite 2000 Birmingham, Alabama, 35205.

J. Factory Connection shall maintain an anti-discrimination policy and complaint procedure. A copy of that policy and procedure will be posted in the same locations as the notices referred to in paragraph G above. Additionally, an individual copy of the policy and

procedure shall be made available to all Elba employees.

K. Each party shall bear their own attorney's fees and costs. The EEOC is not seeking attorney's fees or costs against Factory Connection. Factory Connection will not seek attorney fees or costs against the EEOC.

L. The parties have agreed that upon entry of this Decree, they will sign a joint motion to dismiss this action, with prejudice, subject to this Decree.

DONE this the 13th day of November, 2006.

/s/ W. Keith Watkins
UNITED STATES DISTRICT JUDGE

Exhibit "A"
NOTICE TO EMPLOYEES

Federal law requires that there be no discrimination against any employee or applicant for employment because of the individual's race, color, religion, sex, national origin or age (40 and over) with respect to hiring, promotion, firing, compensation or other terms, conditions or privileges of employment.

Factory Connection, LLC strongly supports and will comply with Federal Anti-Discrimination Law in all respects and will not take any action against employees because they have exercised or exercise their rights under the law.

Factory Connection, LLC has an anti-discrimination policy and complaint procedure. A copy of that policy and procedure is available to all employees in the company's office.

Factory Connection, LLC

BY:

Its (Official Title)