

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

EQUAL EMPLOYMENT OPPORTUNITY	}	
COMMISSION,	}	
	}	
Plaintiff,	}	
	}	
	}	Civil Action No.
v.	}	1:04-CV-00349-MJB
	}	
CHURPEYES OF ALABAMA, LLC,	}	
d/b/a CHURCH'S CHICKEN	}	
	}	
Defendant.	}	
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CONSENT DECREE

1. On May 28, 2004, the Commission filed the lawsuit that is the subject of this Consent Decree. The Commission brought this action on behalf of Kimberly Peoples (“Ms. Peoples”), a female applicant seeking employment with Churpeyes of Alabama, LLC, d/b/a Church’s Chicken (“Churpeyes”). The Commission alleges that Churpeyes violated Title VII of the Civil Rights Act of 1964 (“Title VII”), as amended, 42 U.S.C. §§ 2000e-2, 5(f)(1), and (3); and the Civil Rights Act of 1991 (“CRA”), 42 U.S.C. § 1981A. Specifically, the Commission alleges Ms. Peoples was unlawfully denied employment at Churpeyes’ Flomaton, Alabama, facility. The Commission alleges that Churpeyes failed to hire Ms. Peoples based on her pregnancy.

2. As a result of settlement discussions, the Commission and Churpeyes have resolved their differences and have agreed that this action should be settled by entry of this Consent Decree.

It is the intent of the parties that this Consent Decree be a final and binding settlement in full disposition of any and all claims alleged in the Complaint against Churpeyes.

STIPULATED FACTS

3. The Commission is the agency of the United States government authorized by Title VII and the Pregnancy Discrimination Act (hereinafter PDA) to investigate allegations of unlawful employment discrimination based on gender, to bring civil actions to prohibit unlawful practices, and to seek relief for individuals affected by such practices.
4. Pursuant to the Title VII, the parties acknowledge the jurisdiction of the United States District Court for the Southern District of Alabama (Southern Division) over the subject matter and the parties to this case for the purpose of entering this Decree and, if necessary, enforcing this Decree.
5. Venue is appropriate in the Southern District of Alabama (Southern Division). For purposes of this Decree and any proceedings related to this Decree only, Churpeyes agrees that all statutory conditions precedent to the institution of this lawsuit against Churpeyes have been fulfilled.

FINDINGS

6. Having examined the terms and provisions of the Consent Decree and, based on the pleadings, records, and stipulations of the parties, the Court finds the following:
 - A. The Court has jurisdiction over the subject matter of the action brought by the Commission against Churpeyes.
 - B. The terms and provisions of this Consent Decree are fair, reasonable, and just. The rights of Churpeyes and the Commission are adequately

protected by this Decree.

- C. The 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 interests of the parties.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

NON-ADMISSION

7. This Decree, being entered with the consent of the Commission and Churpeyes, shall not constitute an adjudication or finding on the merits of the case and shall not be construed as an admission by Churpeyes of any violation of Title VII, the PDA or any other, law, rule, or regulation dealing with or in connection with equal employment opportunity.

NON-DISCRIMINATION

8. Churpeyes, its officers, agents, employees, successors, assigns, and all persons in active concert or participation with them, shall comply with the provisions of Title VII and the PDA with regard to discrimination based on gender.

NON-RETALIATION

9. Churpeyes shall not take any action against any person which constitutes intimidation, retaliation, harassment or interference with the exercise of such person's rights under Title VII or the PDA because of the filing of Charge No. 131-2003-02624 with the Commission, which forms the basis for the present case, or because such person gave testimony or assistance or participated in any manner in any investigation or proceeding in connection

with this case.

DURATION OF DECREE

10. The Consent Decree shall be in effect for a period of two (2) years from the date it is entered by the Court.

MONETARY COMPENSATION

11. Churpeyes shall pay the sum of **\$7,500.00** to Kimberly Peeples. Churpeyes shall issue a check payable to Kimberly Peeples within seven (7) days of the entry of this Decree. The original shall be mailed to Ms. Peeples via certified mail and a copy of the check mailed to the EEOC, addressed to: Eunice H. Morrow, Senior Trial Attorney, EEOC, Birmingham District Office, 1130 22nd Street South, Suite 2000, Ridge Park Place, Birmingham, Alabama, 35205-2881. The Commission shall have the right to monitor compliance with this paragraph through inspection of all documents relating to said disbursement, including but not limited to, receiving a copy of the check, check stub, return receipt, letters, and any other documents evidencing payment hereunder.

EQUITABLE RELIEF

12. A. Training. Churpeyes agrees to provide annual training to managers, supervisors and shift leaders at all six of its Alabama facilities on Title VII and the PDA over the next two years. At least sixty (60) days prior to each training session, Churpeyes shall forward all training materials to be used to the Commission for its review, comments and approval. The Commission will return training materials, with comments and required changes, within thirty (30) days of the training session.

B. Reporting. Commencing six months after entry of this decree, and thereafter on an annual basis for the term of the Decree, Churpeyes shall report to the EEOC the following:

1. Churpeyes shall submit an annual report to the EEOC.

Said report shall identify all complaints of gender discrimination based on pregnancy at Churpeyes' Flomaton, Alabama, facility; the results of any investigation undertaken by Churpeyes; and what, if any, corrective action it took in response to each complaint.

2. Churpeyes shall submit a sign-in roster of all participants in each of the training sessions along with the copies of the materials used for the training sessions.

POSTING OF NOTICE

13. Churpeyes agrees that it shall post a copy of the Notice attached as Attachment "A" in a conspicuous location at its Flomaton, Alabama, facility where employee notices are posted. The Notice shall be posted for 2 years from the date this decree is entered by the Court. Should the posted copy of the Notice become defaced, marred or otherwise made unreadable, Churpeyes agrees to immediately post a readable copy of the Notice.

DISPUTE RESOLUTION AND COMPLIANCE

14. The Court will retain all available equitable powers, including the power to order injunctive relief, to enforce this Decree. Upon motion of either party, the Court may schedule a hearing

for the purpose of reviewing compliance with this Decree. The parties shall engage in a good faith effort to resolve any dispute as to compliance prior to seeking review by the Court, and shall be required to give notice to each other ten (10) days before moving for such review. Both parties may conduct expedited discovery under the Federal Rules of Civil Procedure for purposes of determining compliance with this Decree or defending against a claim of non-compliance, with fifteen (15) business days notice for depositions, entry to premises and access to documents and, with fifteen (15) business days for responses to written discovery.

COURT COSTS AND ATTORNEYS' FEES

15. Each party shall bear its own court costs and attorneys' fees.

MISCELLANEOUS

16. If any provision(s) of the Consent Decree is found to be unlawful, only the specific provision(s) in question shall be affected and the other provisions will remain in full force and effect.
17. The terms of the Consent Decree are and shall be binding upon the present and future owners, officers, directors, employees, creditors, agents, trustees, administrators, successors, representatives and assigns of Churpeyes.
18. Prior to entry of this Consent Decree by the Court, the Commission will deliver to Churpeyes a Release duly executed by the claimant in this case in the form attached hereto as Attachment "B."
19. This Consent Decree constitutes the entire agreement and commitments of the parties. Any modifications to this agreement must be mutually agreed upon and memorialized in a writing signed by Churpeyes and the Commission.

20. When this Consent Decree requires the submission by Churpeyes of any documents to the Commission, if not otherwise indicated in the Decree or Attachments, they shall be mailed by certified mail to Eunice Holt Morrow, Senior Trial Attorney, EEOC, Birmingham District Office, 1130 22nd Street South, Suite 2000, Ridge Park Place, Birmingham, Alabama, 35205-2881.


EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

CHURPEYES OF ALABAMA, LLC
d/b/a CHURCH'S CHICKEN

ERIC S. DREIBAND
General Counsel

JAMES L. LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel


CHARLES E. GUERRIER
Regional Attorney


PRISCA M. DELEONARDO ^{CEG}
Supervisory Trial Attorney


EUNICE HOLT MORROW
Senior Trial Attorney


GARY L. WEAVER
PEEK & WEAVER
P.O. BOX 879
Andalusia, AL 36420-0879

BIRMINGHAM DISTRICT OFFICE
Ridge Park Place
1130 22ND Street South, Suite 2000
Birmingham, Alabama 35205
(205) 212-2065

June 4, 2004
DATE

June 11, 2004
DATE

IT IS ORDERED:

6/25/04
DATE


UNITED STATES MAGISTRATE JUDGE

ATTACHMENT A

NOTICE



NOTICE TO EMPLOYEES

CHURPEYES OF ALABAMA, LLC, d/b/a CHURCH'S CHICKEN

This Notice is being posted to inform you of your rights guaranteed by federal law under Title VII of the Civil Rights Act of 1964, ("Title VII"), 42 U.S.C. §§2000e-2, 5(f)(1) and (3); as amended by the Pregnancy Discrimination Act of 1978, ("PDA"); and the Civil Rights Act of 1991, ("CRA"), 42 U.S.C. §1981A, which prohibit discrimination against any employee on the basis of gender and/or pregnancy with regard to any term or condition of employment including hiring.

The United States Equal Employment Opportunity Commission is the federal agency which investigates charges of unlawful employment discrimination and if necessary, brings lawsuits in federal court to enforce the employment provision of Title VII and the Pregnancy Discrimination Act.

Churpeyes of Alabama, LLC (Flomaton, AL) supports and will comply with this federal law in all respects and will not take any action against any employees because they have exercised their rights under this law.

Employees are encouraged to contact Churpeyes' office of Human Resources at 1 (800) 353-6720 Ext. 109 with their complaints.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

Date

[]
Human Resources Director

ATTACHMENT B

**IN THE UNITED STATES DISTRICT COURT
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SOUTHERN DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY]	
COMMISSION,]	
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Plaintiff,]	
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d/b/a CHURCH’S CHICKEN]	
]	
Defendant.]	
_____]	

RELEASE AND WAIVER OF RIGHTS AND CLAIMS

For and in consideration of **\$7,500.00**, Kimberly Peeples hereby releases Churpeyes of Alabama, LLC, d/b/a Church’s Chicken, (“Churpeyes”), its officers, directors, agents and employees from any liability or claims relating to or arising from, her charge of discrimination dated June 18, 2003, being Charge No. 130-2003-02624, including all claims raised in Civil Action No.

, filed in the U.S. District Court, Southern District of Alabama, Southern Division.

This Release and Waiver is freely, knowingly and voluntarily given by the employee without any duress or coercion. Kimberly Peeples understands and agrees with all the provisions and terms stated in this Release and Waiver and has affirmed the same to be sufficient and has had reasonable time to consider whether to enter into this Release and Waiver.

I understand and agree to all of the above.

Date

Kimberly Peebles