

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF ARKANSAS  
PINE BLUFF DIVISION

EQUAL EMPLOYMENT OPPORTUNITY	)	
COMMISSION,	)	
	)	
Plaintiff,	)	CIVIL ACTION NO.
	)	5:06CV00252JLH
	)	
	)	
TANAMI TRADING CORPORATION	)	
D/B/A LEFT LANE EXPRESS	)	
	)	
	)	
Defendant.	)	

**CONSENT DECREE**

This action was instituted on September 29, 2006, by the Equal Employment Opportunity Commission (the Commission) against Tanami Trading Corporation, d/b/a Left Lane Express to enforce the provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (Title VII), and the Civil Rights Act of 1991, 42 U.S.C. §1981a. The Commission's complaint alleged that Bobby Huggins, Carla Huggins, Charles Morehead, and other Black employees were subjected to a racially hostile work environment in violation of Title VII. The Commission also alleged that Bobby and Carla Huggins were constructively discharged. The Commission sought backpay, compensatory damages and punitive damages for the three employees who were subjected to the racially hostile work environment and the two employees who were constructively discharged.

This Consent Decree does not constitute an admission by the Defendant of the allegations of the Complaint. All parties to this action desire to avoid the additional expense and delay in litigation of this case. In the event this proposed Consent Decree is not approved or does not

become final, then it shall not be admissible in evidence in any subsequent proceeding in this action.

The Court has reviewed the terms of the proposed Consent Decree in light of the applicable laws and regulations, the statements and representations of counsel for all parties, and hereby approves the Consent Decree.

NOW, THEREFORE, the Court being fully advised in the premises, it is hereby ORDERED, ADJUDGED AND DECREED:

### **I. JURISDICTION**

The United States District Court for the Eastern District of Arkansas, Pine Bluff Division, has jurisdiction over the parties and subject matter of this litigation.

### **II. SCOPE AND DURATION OF DECREE**

A. This Consent Decree resolves all issues and claims arising out of Plaintiff's Complaint in this cause, alleging unlawful employment policies and practices maintained by the Defendant and arising out of Charge No. 251-2006-00994 filed by Bobby Huggins, Charge No. 493-2006-00004 filed by Carla Huggins and Charge No. 493-2006-00503 filed by Charles Morehead with the EEOC. This Consent Decree resolves the claims of Mr. Huggins, Mrs. Huggins and Mr. Morehead who were adversely effected by racial harassment and constructive discharge in Defendant's workplace, as alleged in Charge No. 251-2006-000994, Charge No. 493-2006-00004 and Charge No. 493-2006-00503. Notwithstanding any provisions contained in this Decree, this Agreement shall not be considered in any manner to be dispositive of any charge other than Charge No. 251-2006-000994, Charge No. 493-2006-00004 and Charge No. 493-2006-00503.

B. The provisions of this Consent Decree shall continue to be effective and binding upon the parties to this action for a period of three years from the date of the entry of this Decree except for Section VI.D. (neutral reference) which will be in effect permanently.

### III. GENERAL INJUNCTIVE RELIEF

A. Defendant, its officers, agents, employees, and all persons acting in concert with Defendant are enjoined from discriminating against any employee on the basis of race.

B. Defendant, its officers, agents, employees, and all persons acting in concert with Defendant are enjoined from subjecting employees to constructive discharge.

C. Defendant, its officers, agents, employees, and all persons acting in concert with Defendant are enjoined from retaliating against any employee for exercising their rights under Title VII.

### IV. TRAINING

A. Defendant will provide training to Mr. Membrey in the requirements of Title VII of the Civil Rights Act of 1964, as amended, including the prevention of racial harassment and constructive discharge. These training sessions will be conducted within 90 days of the entry of this Decree. A copy of any syllabi and a copy of the training materials will be provided to the Commission within 30 days of the training sessions. Defendant may also satisfy this training requirement by Mr. Membrey attending an BEOC Technical Assistance Seminar.

B. Defendant will provide training to its supervisors and managers in the requirements of Title VII of the Civil Rights Act of 1964, as amended, regarding the prevention of racial harassment and constructive discharge. These training sessions will be conducted within 90 days of the entry of this Decree. A list of the employees that attend the training

training sessions, a copy of any syllabi, and a copy of the training materials will be provided to the Commission within 30 days of the training sessions.

C. Defendant will provide a copy of its racial harassment policy to all of its employees who work in the Pine Bluff facility within 30 days of the entry of this Decree. In addition, Defendant agrees to conduct training sessions on the prevention of racial harassment for all non-supervisory employees who work in Pine Bluff facility. These training sessions will be conducted within 90 days of the entry of this Decree. A list of the employees that attend the training sessions, a copy of any syllabi, and a copy of the training materials will be provided to the Commission within 30 days of the training sessions.

#### **V. NOTICE**

Defendant shall conspicuously post at its facility in Pine Bluff, Arkansas, the notice (poster) required to be posted pursuant to Title VII of the Civil Rights Act of 1964, as amended. Furthermore, Defendant shall conspicuously post the notice at Appendix A of this Decree at its facility in Pine Bluff, Arkansas for a one year period commencing within ten days after entry of this Decree by the Court. The notice will be signed by Robert Membrey.

#### **VI. REPORTING**

A. Defendant will report to the Commission at six-month intervals, each complaint of race discrimination received; the name of the complaining employee; and the resolution of the complaint.

B. The first report shall be submitted six months after entry of the Decree. Each subsequent report shall follow at six month intervals as long as this Consent Decree remains in effect. These reports shall be sent to William A. Cash, Jr., Supervisory Trial Attorney, at the Little Rock Area Office address.

C. Within sixty days of entry of this Order, Defendant shall provide the Commission with written verification that the requirements under Section VII (Individual Relief) have been satisfied.

**VII. INDIVIDUAL RELIEF**

A. Defendant agrees to pay \$70,000 to resolve this lawsuit. Defendant agrees to pay \$25,000 to Bobby Huggins. Defendant shall deliver to Bobby Huggins a cashier's check made payable to "Bobby Huggins" in the amount of \$25,000 within 10 days of the entry of the Decree. Defendant agrees that there will be no withholding from this check and will issue a 1099 form to Mr. Huggins.

B. Defendant agrees to pay \$25,000 to Carla Huggins. Defendant shall deliver to Carla Huggins a cashier's check made payable to "Carla Huggins" in the amount of \$25,000 within 10 days of the entry of the Decree. Defendant agrees that there will be no withholding from this check and will issue a 1099 form to Mrs. Huggins.

C. Defendant agrees to pay \$20,000 to Charles Morehead. Defendant shall deliver to Charles Morehead a cashier's check made payable to "Charles Morehead" in the amount of \$20,000 within 10 days of the entry of the Decree. Defendant agrees that there will be no withholding from this check and will issue a 1099 form to Mr. Morehead.

D. Defendant shall forward a copy of all of the cashier's checks to William A. Cash, Jr. at the Commission Office in Little Rock, Arkansas.


E. Defendant agrees to provide a neutral reference for Bobby Huggins, Carla Huggins, and Charles Morehead to any potential employers who request a job reference. Any such neutral reference shall be identical to the form demonstrated in Appendix B. No mention of the charges of discrimination or this action will be made as part of the neutral reference.

F. Defendant shall not include any reference to the charges of discrimination filed by Bobby Huggins, Carla Huggins, and Charles Morehead or this litigation in the personnel files of Bobby Huggins, Carla Huggins, and Charles Morehead

**VIII. COSTS**

Each of the parties shall bear their own costs, including attorneys' fees.

SO ORDERED THIS 13<sup>th</sup> DAY OF June, 2008.

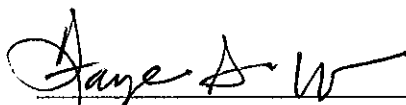
  
\_\_\_\_\_  
**J. LEON HOLMES**  
**UNITED STATES DISTRICT JUDGE**

**COUNSEL FOR PLAINTIFF:**

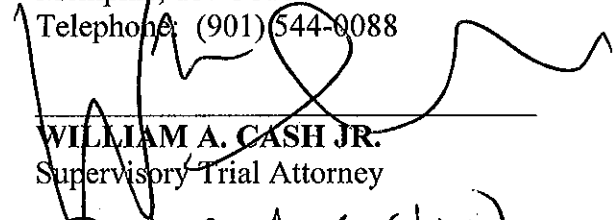
**RONALD S. COOPER**  
General Counsel

**JAMES LEE**  
Deputy General Counsel

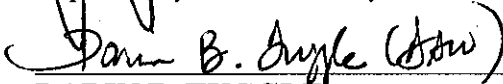
**GWENDOLYN YOUNG REAMS**  
Associate General Counsel



**FAYE A. WILLIAMS**  
Regional Attorney  
1407 Union Avenue, Suite 901  
Memphis, TN 38104  
Telephone: (901) 544-0088



**WILLIAM A. CASH JR.**  
Supervisory Trial Attorney

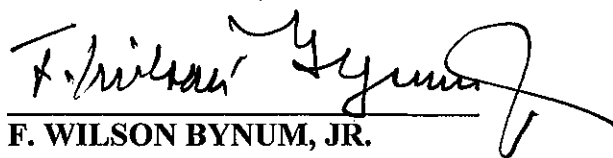


**DARIN B. TUGGLE**  
Trial Attorney

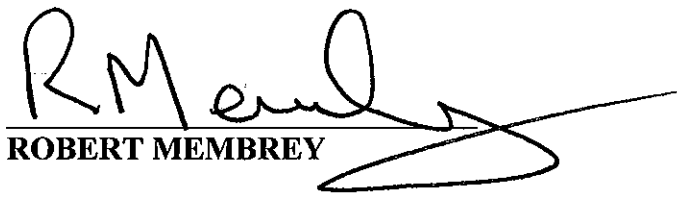
**EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION**

Little Rock Area Office  
820 Louisiana, Suite 200  
Little Rock, Arkansas 72201  
Telephone: (501) 324-5539

**COUNSEL FOR DEFENDANT:**



**F. WILSON BYNUM, JR.**  
Attorney at Law  
P.O. Box 7268  
Pine Bluff, AR 71611-7268



**ROBERT MEMBREY**

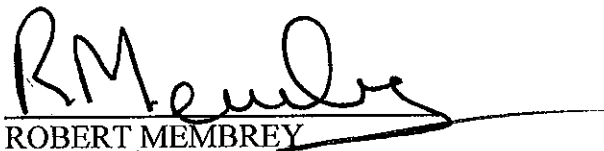
APPENDIX A

NOTICE



NOTICE

1. Left Lane has agreed with the EEOC to post this notice for one year to reinforce the company's policies concerning the prevention of racial harassment and constructive discharge against any employee.
2. Federal law prohibits racial harassment in the workplace. Racial harassment includes unwelcome racist comments, racist threats, racist jokes and inappropriate physical conduct. Left Lane is committed to providing a workplace that is free of racial harassment.
3. Federal law prohibits an employer from taking retaliatory action against any employee for opposing practices made unlawful under Title VII of the Civil Rights Act of 1964, as amended.
4. Left Lane supports and will comply with such Federal law in all respects and will not take any action against employees because they have exercised their rights under the law by filing charges with the Equal Employment Opportunity Commission and/or testified, assisted or participated in any manner in any investigation, proceeding or hearing under Title VII of the Civil Rights Act of 1964, as amended.



ROBERT MEMBREY  
PRESIDENT  
LEFT LANE EXPRESS  
TANAMI TRADING CORPORATION

6/10/08  
DATE

APPENDIX B

NEUTRAL REFERENCE

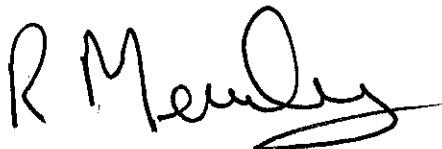
Dear \_\_\_\_\_,

This letter is in response to your inquiry regarding the employment of \_\_\_\_\_ while employed at Left Lane.

[Mr. or Mrs.] \_\_\_\_\_ worked at Left Lane from \_\_\_\_\_ through \_\_\_\_\_. Company policy does not permit us to give out any more information concerning [Mr. or Mrs.] \_\_\_\_\_ employment.

I am sure [Mr. or Mrs.] \_\_\_\_\_ can provide you with the details concerning his or her tenure at Left Lane. I hope this information is helpful and that it satisfactorily answers your inquiry.

Very truly yours,

A handwritten signature in black ink, appearing to read "R. M. Mendley". The signature is fluid and cursive, with a long horizontal stroke at the end.

**Left Lane Express**