

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

CIVIL ACTION NO.
8:04-CV-01862-SDM-MSS

Plaintiff,

v.

WAL-MART STORES, INC.,

Defendant.

CONSENT DECREE

1. This Consent Decree (the "Decree") is made and entered into by and between Plaintiff, the Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC"), and Defendant, Wal-Mart Stores, Inc. (hereinafter referred to as "Wal-Mart" or Defendant"). The Commission and Defendant are collectively referred to herein as "the Parties."

2. On August 12, 2004, EEOC initiated Civil Action 8:04-CV-01862-SDM-MSS by filing its Complaint in the United States District Court for the Middle District of Florida, Tampa Division, based upon charges filed by Virginia Rylance and Linda Gliotti. EEOC's Complaint alleges that Defendant violated Title VII of the Civil Rights Act of 1964, as amended, including but not limited to, amendments authorized by the Civil Rights Act of 1991, 42 U.S.C. Section 2000 *et seq.* ("Title VII") by subjecting Virginia Rylance and Linda Gliotti to sexual harassment by a Wal-Mart manager which was sufficiently severe and pervasive to constitute a hostile, intimidating work environment. Further, the EEOC alleges that as a result of the hostile work environment Virginia Rylance was constructively discharged from her employment. Wal-Mart has denied the allegations

raised in EEOC's Complaint.

3. In the interest of resolving this matter, to avoid the costs of litigation, and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by entry of this Decree. This Decree is final and binding upon the Parties, their successors and assigns.

4. The Parties agree that this Decree resolves all claims alleged against the Defendant in EEOC Charge No. 151-2003-01399 (Virginia Rylance) and Charge No. 151-2003-01824 (Linda Gliotti) and the Complaint filed in this action; and constitutes a complete resolution of all claims under Title VII that were made by the Commission.

5. NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Decree, and based on the pleadings filed by the parties, it is ORDERED, ADJUDGED AND DECREED THAT:

JURISDICTION

6. This Court has jurisdiction of the subject matter of this action and over the Parties for the purposes of entering and enforcing this Decree.

7. No party shall contest jurisdiction of this federal court to enforce this Decree and its terms or the right of the EEOC to seek enforcement in the event Defendant breaches any of the terms of this Decree.

DISCRIMINATION POLICY AND TRAINING

8. Defendant has established a written policy against sexual harassment which is attached as Exhibit A. Defendant agrees that all of its employees and managers in Stores No. 528 will be provided a complete copy of its policy against sexual harassment, either in hard copy or

electronically, within thirty (30) days of the entry of this Decree. Defendant also agrees that all new employees shall be either given a hard copy of its policy against sexual harassment or provided access to Defendant's online sexual harassment training within the first thirty (30) days of their employment with the Defendant.

9. In order to further ensure the effective implementation of Defendant's anti-discrimination policy, Defendant will conduct a two (2) hour annual interactive training for all of its salaried managerial employees in Store No. 528 with specific emphasis on recognizing sexual harassment, and on the proper procedure to be followed if they become aware of sexual harassment in the workplace or if they receive complaints of sexual harassment. The training shall commence with a statement by a representative from Wal-Mart's Corporate Office, informing the employees of Wal-Mart's commitment to comply with the federal laws regarding unlawful sexual harassment in the work place. Defendant agrees to provide the EEOC, at least two weeks notice before it conducts its training session(s), with the date(s) and location(s) of the training, the identification of the training materials to be used at the training session, and a general description of the category of employees who will be in attendance at the training. The training will be conducted by a corporate representative or agents retained by Wal-Mart's Corporate Office.

10. Defendant agrees that the training described in paragraph 9 shall be conducted within sixty (60) days of the entry of this Decree. And, should thereafter take place annually in the same format, by June 30, for the duration of this Decree. Defendant further agrees that Wal-Mart's sexual harassment policy and sexual harassment training materials shall be presented to and explained to all new managers and supervisors who did not attend the annual training within forty (45) days of being placed in a management or supervisory position.

MONETARY RELIEF

14. Defendant agrees to pay a total amount of \$290,000.00 to resolve this action. The payments referenced herein shall issue within fifteen (15) calendar days from the Court's entry of this Decree. The monies shall be distributed as set forth below in Exhibit C attached hereto.

15. If Defendant fails to tender the above-mentioned payments as set forth in paragraph 14 above and attached Exhibit C, then Defendant shall pay interest on the defaulted payment at the rate calculated pursuant to 26 U.S.C. Section 662(b) until the same is paid, and bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

ENFORCEMENT OF DECREE

16. The Commission shall have independent authority to seek the judicial enforcement of any aspect, term or provision of this Decree.

COSTS

17. Each Party shall bear its own costs associated with this litigation.

DURATION OF CONSENT DECREE

18. The duration of this Decree shall be three (3) years from the date of entry of the Decree.

POSTING

11. Defendant will post a laminated 11 x 14 copy of the Notice, attached as Exhibit B, no later than fifteen (15) calendar days from the entry of this Decree. Said notice shall be posted at Store No. 528 for the duration of this Decree in a conspicuous location accessible to all employees such as an employee bulletin board and/or break/lunch room.

MONITORING

12. Defendant will retain all employment and/or investigative records relating in any way to any complaint or allegation of sexual harassment relating to Store No. 528 for the duration of this Decree (three years from the date of entry of the Decree).

13. Defendant will certify to the EEOC semi-annually throughout the duration of this Decree that it is in compliance with all aspects of this Decree. The first such certification will be due no later than thirty (30) days from the first training provided pursuant to paragraph 9. Thereafter, each certification will be due no later than December 31st and June 30th for the duration of this Decree. With each certification Defendant will further provide the EEOC with the name of any person who alleges they have been sexually harassed at Store No. 528 while working for Defendant during the preceding six-month period, and Defendant will state the actions taken in response to each such allegation. EEOC will not publicly disclose the name of the person(s) included in the certification, if any, unless EEOC is required to do so as part of its attempts to obtain compliance with this Decree through the Court. The certifications required to be submitted to the EEOC pursuant to this Consent Decree shall be mailed with the notation WAL-MART MONITORING to: United States Equal Employment Opportunity Commission, Attention: Office of the Regional Attorney, 1 Biscayne Tower, Suite 2700, 2 South Biscayne Boulevard, Miami, FL 33131.

SO ORDERED, ADJUDGED AND DECREED, this ____ day of August, 2006.

STEVEN D. MERRYDAY
UNITED STATES DISTRICT JUDGE

AGREED TO:
FOR THE PLAINTIFF,
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

By: s/Delner Franklin-Thomas Date: August 22, 2006
Delner Franklin-Thomas
Regional Attorney
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Miami District Office
One Biscayne Tower, Suite 2700
2 South Biscayne Boulevard
Miami, Florida 33131
Telephone: (305) 530-6001
Facsimile: (305) 536-4494

AGREED TO:
FOR THE DEFENDANT: WAL-MART STORES, INC.

By: s/Peter Reed Corbin Date: August 22, 2006
Peter Reed Corbin, Esquire
Ford & Harrison LLP
225 Water Street, Suite 710
Jacksonville, Fl 32202
Telephone: (904) 357-2002
Facsimile: (904) 357-2001

EXHIBIT A

(Wal-Mart's Anti-Harassment Policy)

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Policies



Discrimination & Harassment Prevention Policy (PD-19) - National

Updated: June 20, 2005

This Policy applies to all Associates who work for Wal-Mart Stores, Inc., or one of its subsidiary companies, in the United States ("Wal-Mart"), job applicants, Customers, Members, suppliers, and agents of Wal-Mart.

Policy

We believe in respecting the dignity of every individual. Respectful, professional conduct furthers our mission, promotes productivity, minimizes disputes, and enhances our reputation. Thus, we are committed to providing an environment that is free of discrimination or harassment based on an *individual's status*. Every Associate should avoid any conduct that could reasonably be interpreted as discrimination or harassment.

Individual's status means an individual's race, color, ancestry, ethnicity, religion, sex, pregnancy, national origin, age, disability, marital status, veteran status, sexual orientation, or any other legally protected status. *Individual's status* also includes an individual's marriage to or association with someone with any status listed above.

We will not tolerate any form of discrimination or harassment in any aspect of our business. This means that we strictly prohibit any discrimination or harassment, as described below, by or directed at any Associate, job applicant, Customer, Member, supplier, or agent of Wal-Mart. This "zero tolerance" Policy applies regardless of whether such conduct rises to the level of unlawful discrimination or harassment.

Prohibited Conduct

Discrimination

We prohibit any *discriminatory action* based on an *individual's status* in all aspects of our business.

Discriminatory action includes firing, refusing to hire, denying training, failing to promote, and discriminating in pay or other terms, conditions, or privileges of employment based on an *individual's status*. It also includes encouraging or assisting anyone to take *discriminatory actions*.

Harassment

We prohibit harassment based on an *individual's status* in all aspects of our business. This conduct includes:

- Using slurs or negative stereotyping;
- Verbal kidding, teasing, or joking;
- Making offensive comments about an *individual's status*, appearance, or sexual activity;
- Leering or making offensive gestures;
- Circulating or displaying offensive pictures, cartoons, posters, letters, notes, e-mails, invitations, or other materials;
- Using Company e-mail or Internet resources to receive, view, or send offensive jokes, pictures, posters, or other similar materials;
- Intimidating acts, such as bullying or threatening based on an *individual's status*;
- Offensive physical contact such as patting, grabbing, pinching, or intentionally brushing against another's body;
- Physical touching or assault, as well as impeding or blocking movements;
- Repeated unwanted sexual flirtations, advances, or propositions;
- Pressure for sexual activity, including offering employment benefits in exchange for sexual favors or denying employment benefits in response to a refusal to provide sexual favors; or
- Any other conduct that shows hostility toward, disrespect for, or degradation of an individual based on the *individual's status*.

Harassing conduct, such as that listed above, is prohibited regardless of whether it is welcome or unwelcome, and regardless of whether the individuals involved are of the same or are of a different sex, sexual orientation, race, or other status.

Retaliation

We prohibit taking negative action against any Associate, former Associate, job applicant, Customer, Member, supplier, or agent of Wal-Mart for:

- Reporting conduct that may violate this Policy;
- Filing a complaint of discrimination or harassment with a government agency or court;
- Assisting another individual in reporting conduct that may violate this Policy;
- Assisting another individual in filing a complaint of discrimination or harassment with a government agency or court;
- Cooperating in an investigation; or
- Opposing discrimination or harassment.

If you experience, observe, or become aware of any conduct you believe may be retaliatory, you should immediately follow the Reporting Procedures described below.

Reporting Procedures

We are committed to preventing discrimination and harassment in all aspects of our business. We will take all reasonable measures to do so. However, if we are not aware that discrimination or harassment is taking place, we cannot address the situation. Therefore, the following procedures must be followed:

Hourly Associates, Job Applicants, and Third Parties

If you experience, observe, or become aware of any conduct that may violate this Policy, you should immediately report the violation in one of two ways:

- You may report the violation to any Salaried Member of Management; or
- You may report the violation confidentially and/or anonymously to the Wal-Mart Ethics Helpline, 1-800-WMETHIC (1-800-963-8442).

If you believe a Salaried Member of Management may be violating this Policy, you are not required to report the violation to that person. You may report the possible violation to another Salaried Member of Management or call the Ethics Helpline.

You must cooperate with and tell the truth to the individual who investigates your report. If you do not cooperate or you fail to tell the truth, we will be unable to conduct a proper investigation or take prompt remedial action. Any Associate who refuses to cooperate in an investigation or fails to tell the truth during an investigation may be subject to discipline, up to and including termination.

We will take appropriate steps to ensure that there is no retaliation of any kind for using the Reporting Procedures described in this Policy. Retaliation of any kind for using the Reporting Procedures is strictly forbidden and violates this Policy.

Salaried Members of Management

If you experience conduct that may violate this Policy, you should follow the same Reporting Procedures outlined above for Hourly Associates, Job Applicants, and Third Parties.

If you observe, receive a report, or otherwise become aware of a possible violation of this Policy, you must immediately report such conduct to the appropriate level of management for investigation. (Appropriate level of management includes, but is not limited to, the Field Logistics People Manager, Employment Advisor, Regional Personnel Manager, or People Director). A Salaried Member of Management who fails to report a violation of this Policy may be subject to discipline, up to and including termination.

Investigation and Appropriate Action

We will take any reported violation of this Policy seriously. We will promptly and thoroughly investigate any report of a possible violation of this Policy in accordance with the procedures set forth in the Management Guidelines for this Policy and THE RED BOOK.

We will take appropriate action to eliminate conduct that violates this Policy and to ensure that there is no recurrence of such conduct. We may put reasonable interim measures in place during an investigation of a reported Policy violation. Interim measures may include, but are not limited to, a leave of absence, suspension, or transfer of the Associate who reportedly violated this Policy.

We will take further appropriate action once the reported violation has been thoroughly investigated. If an investigation reveals that an Associate has violated this Policy (or any other Policy), we will take corrective action regarding that Associate, including coaching and/or other discipline, up to and including termination.

Confidentiality

We will make every reasonable effort to maintain the confidentiality of all parties involved in any investigation. We will disclose information to only those having a need to know in order to facilitate the investigation or resolution. Any disclosure of information, other than on a need-to-know basis as described above, will constitute a breach of confidentiality and will result in discipline, up to and including termination.

Contact Person(s)

For guidance, contact:

Facility	Contact
Wal-Mart Stores:	Store Manager Regional Personnel Manager
SAM'S CLUBS:	Club Manager Regional Personnel Manager
Field Logistics:	Field Logistics People Manager Regional Personnel Manager
Home Office:	People Manager People Director

Last Updated: June 28, 2005

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EXHIBIT B

**NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
AND WAL-MART STORES, INC.**

This Notice is being posted pursuant to a Consent Decree entered by the Court in EEOC v. Wal-Mart Stores, Inc., Civil Action No. 8:04-CV-01862-SDM-MSS. Wal-Mart Stores, Inc. has agreed that it will not discriminate against employees on the basis of gender in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Title VII protects individuals from employment discrimination because of their race, religion, color, national origin, or sex. Wal-Mart Stores, Inc. will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws.

Furthermore, Wal-Mart Stores, Inc. assures its employees that it supports Title VII and will not take any action against an individual because he/she has exercised his/her rights under the law to oppose discriminatory acts or to file charges with the EEOC.

Appropriate corrective action, up to and including termination, shall be taken against any employee (including management personnel) found to violate the policies regarding discrimination, based upon the circumstances involved.

This notice shall remain posted for three (3) years from the date signed. Employees or applicants for employment who have questions about their rights under Title VII or any other federal anti-discrimination law may telephone the Miami District Office of the Equal Employment Opportunity Commission at 1-800-669-4000.

Signed this _____ day of _____, 2006.

Wal-Mart Stores, Inc.

DO NOT REMOVE BEFORE July, 2009.

EXHIBIT C

In order to resolve EEOC v. Wal-Mart Stores, Inc., Civil Action 8:04-CV-01862-SDM-MSS, Wal-Mart Stores, Inc. shall pay the total amount of \$290,000.00 to be distributed as follows:

1. Defendant will pay Virginia Rylance \$ 40,000.00 which shall be representative of lost wages less appropriate withholdings and payroll taxes. Defendant shall be responsible for the payment of the employer's share of any FICA and FUTA, and will issue a form W-2 for same. Defendant will pay Virginia Rylance \$ 160,000.00 which shall be representative of compensatory damages. The Defendant shall issue a form 1099 to Mrs. Rylance substantiating same. Defendant shall issue the checks in Mrs. Rylance's name and mail to her, certified return receipt requested, to 5216 249 St. E., Myakka, Fl 34251.
2. Defendant will pay to Susan Woodard, Chapter 7 Trustee for Linda Gliotti \$ 90,000.00 which shall be representative of compensatory damages. Defendant shall issue the check in the name of Susan Woodard, Chapter 7 Bankruptcy Trustee on behalf of Linda Gliotti. The payment will be placed in an escrow account at the law offices of Trenam Kenker, 101 E. Kennedy Boulevard, Suite 2700, Tampa, Fl 33602, and will be held pending the bankruptcy Court's final distribution order.
3. The payments referenced herein shall issue within fifteen (15) calendar days from the Court's entry of this Decree. Copies of the payment checks shall be forwarded to the attention of Carla J. Von Greiff, Senior Trial Attorney, U.S. Equal Employment Opportunity Commission, 501 East Polk Street, Suite 1000, Tampa, FL 33602.