

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF IOWA
EASTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
Plaintiff,)	
)	Civil Action No. 06-CV-2033-LRR
v.)	
)	
GOODWILL INDUSTRIES OF)	
NORTHEAST IOWA, INC.)	
Defendant.)	
)	
_____)	

CONSENT DECREE AND ORDER

1. This Consent Decree (the "Decree") is made and entered into by and between Plaintiff, United States Equal Employment Opportunity Commission (hereinafter "EEOC") and Defendant, Goodwill Industries of Northeast Iowa, Inc. ("Goodwill")(EEOC and Goodwill are collectively referred to herein as "the Parties").

2. In April, 2006, EEOC initiated this action by filing its Complaint against Goodwill alleging Goodwill violated Title VII of the Civil Rights Act of 1964, as amended, ("Title VII"), when it discriminated against Lauren Steffen because of her sex.

3. Goodwill denies the allegations of the Complaint, and waives filing an Answer.

4. In the interest of resolving this matter 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 shall not constitute an adjudication and/or finding on the merits of the case.

5. This Decree constitutes the complete agreement between EEOC and Goodwill

with respect to the matters referred to herein. No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing, approved by all parties to this Decree and approved by the Court or ordered by the Court.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, record and stipulations of the Parties, it is **ORDERED, ADJUDGED, AND DECREED THAT:**

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

7. The terms of this Decree are adequate, fair, reasonable, equitable and just.

8. This Decree conforms with the Federal Rules of Civil Procedure and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII, and will be in the best interests of the Parties, those for whom EEOC seeks relief, and the public.

9. This Decree resolves all claims arising out of the Charge of Discrimination filed by Lauren Steffen against Goodwill, Charge No. 260-2005-06505, and constitutes a complete resolution of all claims under Title VII that EEOC made or could have made in this action.

SCOPE OF CONSENT DECREE

10. The duration of this Decree shall be one and a half (1.5) years from the date of entry of the Decree. During that time, this Court shall retain jurisdiction over this matter and the Parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate its purposes.

GENERAL INJUNCTIVE PROVISION

11. **Sex discrimination:** Goodwill and its officers, agents, management (including supervisory employees), successors and assigns are hereby enjoined from: (i) discriminating against employees or applicants, whether working in or applying for any temporary or permanent position, on the basis of their sex; and/or (ii) engaging in or being a party to any action, policy or practice that is intended to or is known to them to have the effect of discriminating against an employee or applicant, whether working in or applying for any temporary or permanent position, based on sex.

TRAINING

12. Goodwill agrees that it shall provide mandatory training regarding sex discrimination to all employees who are working at the Goodwill locations in Northeast Iowa and those who have supervisory responsibilities over such locations. The training shall be completed within 90 days of entry of this Decree, and shall be repeated at least one additional time before the expiration of this Decree. Goodwill must, within 60 days of completion of the annual training, provide EEOC's Milwaukee Area Office with a list of those trained and the date and description of the training provided. Goodwill, with the approval of EEOC's Milwaukee Area Office, will choose one or more outside trainers to complete the training. It shall include training in regard to: Title VII, including, but not limited to, sex discrimination; complaint procedures for reporting sex discrimination; techniques for investigating and stopping sex discrimination; Goodwill's duty not to discriminate based on sex, including the duty not to set discriminatory hiring criteria when hiring temporary employees through employment agencies; and Goodwill's sex discrimination policy.

POSTING.

13. Goodwill shall place a public notice, in a conspicuous place, at its locations in Northeast Iowa, for a period of one and a half (1.5) years from the date of entry of this Consent Decree and Order. The notice shall be in the form attached hereto as Exhibit A and captioned “Official Notice To All Employees of Goodwill Industries of Northeast Iowa, Inc.”

DISSEMINATION OF POLICY STATEMENT

14. Within 30 days of execution of this Consent Decree, Goodwill agrees to adopt and disseminate a Policy to all its employees who are working at the Goodwill locations in Northeast Iowa and employees who have supervisory responsibilities over such locations affirming its obligation to comply with Title VII, and affirming that it is the responsibility of all Goodwill employees to comply with Title VII. The Policy shall specifically include information concerning the duty of Goodwill not to discriminate based on sex in the hiring process, and the complaint procedure an employee may follow if he or she has a complaint about sex discrimination, including the names, work locations and telephone phone numbers of at least two employees charged with investigating such issues. Attached to the Policy should be a copy of Goodwill’s internal policies and procedures regarding sex discrimination. In addition to the policy dissemination required within 30 days of execution of this Decree, Goodwill shall re-issue the Policy to all of its existing employees at least one additional time before the expiration of this Decree. All new employees, including temporary employees, shall receive a copy of the Policy and Goodwill’s internal policies and procedures regarding sex discrimination during employee orientation.

Furthermore, within ten (10) business days of distributing the Policy, Goodwill shall

forward a copy of the Policy to EEOC and shall certify in writing that they distributed the Policy to all of its employees. The inclusion of Paragraph 14 in the Decree does not mean that EEOC or the Court approved of Defendant's policy against sex discrimination.

REPORTING

15. For the duration of this Consent Decree and Order, Goodwill shall provide the following information for each applicant that applies for a Production Worker Position (on a semiannual basis every June 30 and December 31 starting with June 30, 2006): name, address, gender, telephone number and position for which the applicant applied. In addition, the report must include whether the applicant was a temporary agency referral; the identity of the temporary agency, if applicable; the applicant's date of hire, if applicable; and the reason the applicant was not hired, if applicable.

RIGHT OF ENTRY FOR INSPECTION

16. EEOC shall have the right to enter upon Goodwill's offices in Northeast Iowa and inspect any relevant documents or records for the purpose of determining Goodwill's compliance with this Consent Decree and Order.

MONETARY RELIEF

17. Goodwill agrees, within fifteen (15) days of signature of this Consent Decree and Order by the Court, to pay Lauren A. Steffen seven thousand five hundred dollars (\$7,500.00), in compensatory damages under the Civil Rights Act of 1991, 42 U.S.C. § 1981a. Goodwill shall mail Ms. Steffen's payment to the address provided to Goodwill by EEOC, simultaneously mailing a copy of the check to counsel for EEOC.

COSTS AND NOTICES

18. Goodwill agrees to pay all costs associated with the training and administrative compliance with this Decree, except as is specifically provided otherwise in this Decree.

19. Each Party shall bear its own litigation costs and attorneys' fees associated with this litigation, except as otherwise provided for in this Decree, and neither Party shall seek reimbursement for any outstanding litigation costs.

20. Except as is otherwise provided for in this Decree, all notifications, reports and communications to the Parties required under this Decree shall be made in writing and shall be sufficient as hand-delivered or sent by first class mail to the following persons:

For EEOC:

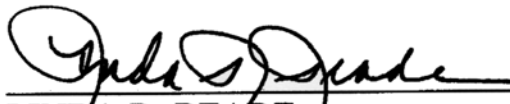
Deborah J. Powers, Esq.
EEOC
310 West Wisconsin Avenue, Suite 800
Milwaukee, Wisconsin 53203
Facsimile: (414) 297-3146
E-mail: deborah.powers@eoc.gov

For Goodwill:

Mark S. Rolinger
Redfern, Mason, Dieter
Larsen & Moore, PLC
415 Clay Street
P.O. Box 627
Cedar Falls, IA 50613
Facsimile: (319) 277-3531
E-mail: mrolinger@cflaw.com

Any party may change such addresses by written notice to the other parties, setting forth a new address for this purpose. Notwithstanding the provisions for notification contained in this paragraph, the Parties may send each other such notifications, reports and communications by facsimile transmission or e-mail.

SO ORDERED, ADJUDGED AND DECREED this 15th day of May, 2006.


LINDA R. READE
JUDGE, U. S. DISTRICT COURT
NORTHERN DISTRICT OF IOWA

Agreed to in form and content:

FOR THE PLAINTIFF,
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Milwaukee Area Office
310 W. Wisconsin Ave., Suite 800
Milwaukee, WI 53203-2292
Phone: (414) 297-3983

/s/ John Hendrickson
John Hendrickson
Regional Attorney

Date: May 12, 2006

/s/ Rosemary J. Fox
Rosemary J. Fox
Supervisory Trial Attorney

Date: May 12, 2006

/s/ Deborah J. Powers
Deborah J. Powers
Senior Trial Attorney

Date: May 12, 2006

Agreed to in form and content:

FOR THE DEFENDANT
GOODWILL INDUSTRIES OF
NORTHEAST IOWA, INC.

Mark Rolinger
Redfern, Mason, Dieter,
Larsen & Moore, P.L.C.
415 Clay Street
P.O. Box 627
Cedar Falls, IA 50613
Phone: (319) 277-6830

/s/ Mark S. Rolinger
Mark S. Rolinger, Esq.

Date: May 9, 2006

EXHIBIT A

OFFICIAL NOTICE TO ALL EMPLOYEES OF
GOODWILL INDUSTRIES OF NORTHEAST IOWA, INC.

This Notice is posted pursuant to a Consent Decree entered in a lawsuit brought by the Equal Employment Opportunity Commission (“EEOC”), entitled EEOC v. Goodwill Industries of Northeast Iowa, Inc., Case Number _____, filed in the United States District Court for the Northern District of Iowa, Eastern Division.

A copy of the Consent Decree is available by contacting Goodwill Industries of Northeast Iowa, Inc.’s Human Resources Department at [phone number].

In the lawsuit, EEOC alleges that Goodwill Industries of Northeast Iowa, Inc. (“Goodwill”), violated Title VII when it discriminated against Lauren Steffen because of her sex. Goodwill denies all allegations that it violated Title VII.

By agreement of the parties and without making any determination about the merits of the case, United States District Judge _____ has entered a consent decree which grants the aggrieved individual appropriate relief and, in addition, provides that:

- Goodwill shall develop and implement policies regarding the prohibition of sex discrimination in the workplace and in the hiring process. This will include the development of a document to be given to all new hires stating their rights to be free from sex discrimination, and will also include a description of the complaint procedure process the employee can follow in the event of a discriminatory act;
- Goodwill is enjoined from discriminating against any applicant or employee because of their sex; and
- Goodwill will develop and conduct a training program to train all existing employees regarding its policies against sex discrimination.

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

This Notice must remain posted until (insert date Decree ends), and must not be altered, defaced or covered by any other material. Any questions about this Notice or Consent Decree may be directed to Equal Employment Opportunity Commission, 310 West Wisconsin Avenue Suite 800, Milwaukee, WI 53203, 1-800-669-4000.

Dated: _____

Signature of executive represents Goodwill