

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	Case No. 04C 8139
)	
Plaintiff,)	
v.)	Judge Gottschall
)	Magistrate Judge Schenkier
JEWEL FOOD STORES, INC.,)	
)	
Defendant.)	
_____)	

CONSENT DECREE

THE LITIGATION

1. Plaintiff Equal Employment Opportunity Commission (“EEOC”) filed this action alleging that Defendant Jewel Food Stores, Inc. (“Jewel” or “Defendant”) violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (“Title VII”), and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a, by subjecting Charging Parties Priscilla Powell, Kathy Thurman and Laura Kroner, and a class of female employees to harassment because of their sex. The Complaint further alleges that Defendant violated Title VII by subjecting Powell, Thurman and a class of employees to harassment because of their race, African American. Lastly, the Complaint alleges that as a result of the sexual harassment of Powell, the conditions of her employment were made so intolerable that she was forced to resign her position.

2. 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 Consent Decree (hereafter “Decree”). This Decree fully and finally resolves any and all issues and claims arising out of the Complaint filed by EEOC.

FINDINGS

3. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds the following:

a. This Court has jurisdiction of the subject matter of this action and of the parties.

b. The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of EEOC, Jewel, the class members and the public interest are adequately protected by this Decree.

c. This Decree conforms with the Federal Rules of Civil Procedure, Title VII, 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, the class members, and the public.

d. This Decree shall not constitute an admission by any party as to the claims and/or defenses of any other party.

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

NON-DISCRIMINATION

4. In all matters arising from or relating to employment, Jewel, its officers, agents, employees, successors, and assigns are permanently enjoined from: (a) engaging in any employment practice that discriminates on the basis of sex; (b) engaging in any employment practice that discriminates on the basis of race; (c) engaging in or be a party to any action, policy or practice that is intended to or is known to them to have the effect of sexually harassing any female employee or racially harassing any African American employee; (d) creating, facilitating,

or tolerating the existence of a work environment that is sexually hostile to female employees or racially hostile to African American employees.

5. Jewel, its officers, agents, employees, successors, and assigns shall not engage in any form of retaliation against any person because such person has opposed any practice made unlawful under Title VII, filed a Charge of Discrimination under Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under Title VII, or asserted any rights under this Decree.

MONETARY RELIEF

6. Jewel shall pay monetary damages totaling two hundred thousand dollars (\$200,000) to Priscilla Powell, Kathy Thurman, Laura Kroner and Myrna Davis (collectively, "Class Members"). The division among the Class Members is as follows:

Priscilla Powell	\$60,000
Kathy Thurman	\$60,000
Laura Kroner	\$60,000
Myrna Davis	\$20,000

The payments made to the Class Members represent monetary payment for their alleged compensatory damages, and not back and/or front pay. Jewel shall issue to the Class Members an I.R.S. Form 1099 relating to the payments described in this Paragraph 6. The Class Members shall each be responsible for paying any taxes, interest, penalties, or other amounts due on the payment being made to her as set forth above.

7. EEOC will mail a copy of the Release Agreement (attached hereto as Exhibit A) to each Class Member. Each Class Member must execute and return a release agreement to

EEOC. EEOC will send to Jewel the original executed release agreements it receives from the Class Members.

8. Within ten (10) business days after receipt by Defendant of a signed Release Agreement, Jewel shall issue and mail by certified mail to each Class Member a cashier's check in the amount set forth above in Paragraph 6. EEOC shall provide Defendant with the current address for each Class Member. Defendant will also send a copy of each check to EEOC.

POSTING OF NOTICE

9. Within ten (10) business days following entry of this Decree, Jewel shall post copies of the Notice (attached hereto as Exhibit B) to this Decree at Jewel's store located at 9350 W. 159th Street, Orland Park, Illinois (the "Orland Park Store") as well as Jewel's store located at 1202 State Street, Lemont, Illinois (the "Lemont Store").¹ Jewel shall post this Notice on the bulletin boards usually used by Jewel for communicating with its employees. The Notice shall remain posted for two (2) years from the date of entry of this Decree. Jewel shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Jewel shall certify to EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted. Jewel shall permit a representative of EEOC to enter Jewel's premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice.

¹ All references in this document to the Orland Park store refer to the store located at 9350 W. 159th Street, Orland Park, Illinois, and only to that store in Orland Park. All references in this document to the Lemont store refer to the store located at 1202 State Street, Lemont, Illinois, and only to that store.

RECORD KEEPING

10. During the duration of this Decree, Jewel shall maintain and make available for inspection and copying by EEOC records (including names, social security numbers, addresses, and last known telephone numbers) of each employee or applicant who makes a complaint (formal or informal) of sex and/or race harassment at the Orland Park Store. Such records shall include the name of the complainant, the date of the report or complaint, what was alleged, the name(s) of any witnesses, what actions, if any, Jewel took to resolve the complaint, and the resolution of the report or complaint.

11. During the duration of this Decree, Jewel shall make all documents or records referred to in Paragraph 10 above available for inspection and copying within ten (10) business days after EEOC so requests. In addition, Jewel shall require personnel within its employ whom EEOC reasonably requests for purposes of verifying compliance with this Decree to cooperate with EEOC and to be interviewed.

REPORTING

12. Jewel shall furnish to EEOC the following written reports semi-annually for a period of two (2) years following entry of this Decree. The first report shall be due six (6) months after entry of the Decree. The final report shall be due twenty-three (23) months after entry of the Decree. Each such report shall contain:

- (a) A summary of the information recorded by Jewel pursuant to Paragraph 10;
- (b) A certification by Jewel that the Notice required to be posted in Paragraph 9, remained posted during the entire six (6)-month period (or five (5)-month period for the last report) preceding the report.

(c) A certification by Jewel that the training required in paragraphs 13(b) has taken place in accordance with the provisions of that paragraph.

TRAINING

13. (a) During each of the two (2) years covered by this decree, all of Jewel's employees at its Orland Park store shall participate in a training session approved by EEOC regarding race and sex harassment, retaliation, and Jewel's policies regarding such discrimination. The first training shall take place within ninety (90) days of entry of this Decree. The training session will be presented either by one of Jewel's Labor Relations Attorneys, or by a member of Jewel's Human Resources department who has been approved by the EEOC. Any Jewel Labor Relations Attorney that presents the training shall have prior experience in employment discrimination law. Prior to approval, Jewel must submit to EEOC the credentials of any proposed non-lawyer trainer and all materials proposed to be used and/or distributed in connection with the proposed training.

(b) In addition to the requirements in Paragraph 13(a), during each of the two (2) years covered by this decree, all current management-level employees who are physically located at², and all current management-level human resources and loss prevention employees who are assigned responsibility for, Jewel's Orland Park and/or Lemont stores, shall complete the Courtesy, Dignity and Respect II (CDR II) training program. During the two (2) year period covered by this Decree, all newly hired management level employees who are physically located at, and all newly-hired management-level human resources and loss prevention employees who are assigned responsibility for, Jewel's Orland Park and/or Lemont stores, shall complete the CDR II training program within thirty (30) days of starting work.

² A list containing the titles of the management-level employees will be provided to EEOC.

14. Jewel shall certify to EEOC in writing, within ten (10) business days after the training referenced in Paragraph 13(a) has occurred, that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the date, location and duration of the training; and (ii) a copy of the registry of attendance, which shall include the name and position of each person in attendance.

15. Jewel shall also provide EEOC with any and all copies of pamphlets, brochures, outlines or other written material(s) provided to the participants of the training session(s).

DISPUTE RESOLUTION

16. In the event that either party to this Decree believes that the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance and shall afford the alleged non-complying party ten (10) business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within ten (10) business days, the complaining party may apply to the Court for appropriate relief.

DURATION OF THE DECREE AND RETENTION OF JURISDICTION

17. All provisions of this Decree shall be in effect (and the Court will retain jurisdiction of this matter to enforce this Decree) for a period of two (2) years immediately following entry of the Decree, provided, however, that if, at the end of the two (2) year period, any disputes under Paragraph 16 above, remain unresolved, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Decree) until such time as all such disputes have been resolved.

MISCELLANEOUS PROVISIONS

18. Each party to this Decree shall bear its own expenses, attorney's fees and costs.

19. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of Jewel.

20. If any provision(s) of the Decree are found to be unlawful, only such provision(s) shall be severed, and the remainder of the Decree shall remain in full force and effect.

21. When this Decree requires the submission by Jewel of reports, certifications, notices, or other materials to EEOC, they shall be mailed to: Jewel Title VII Settlement, c/o Aaron DeCamp, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois, 60661. When this Decree requires submission by EEOC of materials to Jewel, they shall be mailed to: Mary Margaret Moore, Bryan Cave LLP, 161 N. Clark Street, Suite 4300, Chicago, Illinois, 60601.

ENTERED AND APPROVED FOR:

For the EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
1801 L Street, N.W.
Washington, D.C. 20507

For JEWEL FOOD STORES, INC.
Bryan Cave LLP, LLC
161 N. Clark, Suite 4300
Chicago, Illinois 60601

JAMES LEE
Deputy General Counsel

s/ Mary Margaret Moore
MARY MARGARET MOORE, ESQ.

GWENDOLYN YOUNG REAMS
Associate General Counsel

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
500 West Madison Street
Suite 2800
Chicago, Illinois 60661
(312) 353-7582

s/ John C. Hendrickson
JOHN C. HENDRICKSON
Regional Attorney

s/ Diane I. Smason
DIANE I. SMASON
Supervisory Trial Attorney

s/ Aaron R. DeCamp
AARON R. DECAMP
Trial Attorney

DATE: June 20, 2007


ENTER: _____

The Honorable Joan B. Gottschall
United States District Judge

EXHIBIT A

RELEASE AGREEMENT

I, _____, in consideration for \$_____ paid to me by Jewel Food Stores, Inc. ("Jewel"), in connection with the resolution of EEOC v. Jewel Food Stores, Inc., No. 04 C 8139 (N.D. Ill.), I waive my right to recover for any claims of sexual harassment and/or racial harassment and/or [constructive discharge for Priscilla Powell] under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. ("Title VII"), and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a, that I had against Jewel Food Stores, Inc. prior to the date of this release and that were included in the claims alleged in EEOC's complaint in EEOC v. Jewel Food Stores, Inc., No. 04 C 8139.

Date

Signature

EXHIBIT B

NOTICE TO ALL JEWEL EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC v. Jewel Food Stores, Inc., No. 04 C 8139, resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Jewel.

In its suit, EEOC alleged that Jewel discriminated against female and African American employees by subjecting them to a sexually and racially hostile work environment and constructively discharging one of them.

To resolve the case, Jewel and EEOC have entered into a Consent Decree which provides, among other things, that:

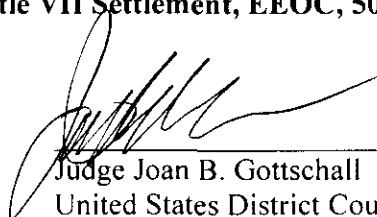
- 1) Jewel will make a monetary payment to the individuals who participated in the case;
- 2) Jewel is enjoined from discriminating against women on the basis of sex and from subjecting women to sexual harassment;
- 3) Jewel is enjoined from discriminating against African Americans on the basis of race and from subjecting African Americans to racial harassment;
- 4) Jewel is enjoined from retaliating against any person because (s)he opposed any practice made unlawful by Title VII, filed an Title VII charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree; and
- 5) Jewel will provide training to employees regarding sexual and racial harassment, retaliation, and Jewel's policies regarding such discrimination.

EEOC enforces the federal laws against discrimination in employment on the basis of race, color, religion, national origin, sex, age or disability. If you believe you have been discriminated against, you may contact EEOC at (312) 353-2713. EEOC charges no fees and has a TTD number.

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

This Notice must remain posted for two years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to: Jewel Title VII Settlement, EEOC, 500 West Madison Street, Suite 2800, Chicago, IL 60661.

June 20, 2007
Date



Judge Joan B. Gottschall
United States District Court