

CT

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

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
)	CIVIL ACTION NO.
v.)	1:04-CV- 07735
)	
WOOD ENTERPRISES INC. d/b/a)	Judge Joan B. Gottschall
JEWELL EVENTS CATERING)	
)	Magistrate Sidney I. Schenkier
)	
Defendant.)	
_____)	

CONSENT DECREE

Civil Action No. 1:04-CV-07735 was instituted by the Equal Employment Opportunity Commission (“EEOC” or “Commission”) under the authority granted to it under Sections 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e-5(f)(1) and (3) and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a. The Commission’s action was brought to correct alleged unlawful employment practices on the basis of sex and retaliation.

The Commission and the Defendant, Wood Enterprises Inc. d/b/a Jewell Events Catering (“Jewell”), hereby stipulate to the jurisdiction of the Court over the parties and the subject matter of this action.

The Commission and Jewell have advised this Court that they desire to resolve Civil Action No. 1:04-CV-07735 without the burden and expense of further litigation.

It is, therefore, the finding of this Court, based on the pleadings and the record as a whole that the applicable requirements of Title VII will be carried out by the implementation of this Decree, and this Decree resolves the issues raised by the Complaint of the Commission.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. Defendant agrees that it will not discriminate against employees on the basis of sex and will maintain a work environment for all employees that is free from sexual harassment.
2. Defendant agrees that there will be no discrimination or retaliation of any kind against any person because of opposition to any practice made unlawful under Title VII, or because of the filing of a charge, the giving of testimony, assistance, or participation in any manner in an investigation, proceeding or hearing under Title VII.
3. Defendant agrees to post the Notice of Non-Discrimination Policy attached as Appendix A to this Decree in a conspicuous place on the premises of all of its facilities. Said notice shall remain posted throughout the term of this Decree.
4. Defendant agrees to pay Allison Fedash, or her heirs and assigns in the event of her death, the total sum of Forty Five Thousand Dollars (\$45,000.00), in the following manner: (1) within 7 days of the entry of the Decree, a check payable to the order of Allison Fedash in the sum of Ten Thousand Dollars (\$10,000.00), less applicable federal, state, and local withholding taxes, in full settlement of Allison Fedash's claims of back pay damages, lost wages, and any other employment-related benefits; Defendant shall not deduct from this amount the employer's share of any costs, taxes or social security required by law to be paid by the Defendant; (2) within 7 days of the entry of the Decree, a check payable to the order of Allison Fedash in the sum of Twelve Thousand Five Thousand Dollars (\$12,500.00), for damages, including

compensatory and punitive damages; and (3) within 37 days of the entry of the Decree, a check payable to the order of Allison Fedash in the sum of Twenty Two Thousand Five Hundred Dollars (\$22,500.00) for any and all other damages, including compensatory and punitive damages. Upon entry of this Decree, the EEOC will forward a release (Appendix B) to Ms. Fedash for her execution. When it has received the release executed by Ms. Fedash, the EEOC will transmit to counsel, by facsimile, a copy thereof. Defendant agrees to issue the above referenced checks to Allison Fedash by certified mail, within the time frames listed above, addressed as follows: Allison Fedash, 34357 Rivals Rd., Wilmington, IL 60481. Defendant shall mail copies of the checks and proof of delivery (i.e., a copy of the signed certified mail receipt) to the Commission within 15 days of mailing said checks. Upon receipt of proof of delivery, the EEOC shall forward the original release to counsel for Jewell.

5. Within thirty (30) days of the date of entry of this Decree, the Defendant agrees to implement or to have implemented a sexual harassment policy identifying to whom employees should report allegations of harassment and retaliation, and specifically provide for reporting to someone outside the chain of command when the allegations involve a supervisor, or when complaints go unheeded. The Defendant agrees that the policy will or has been included in an employees' manual or other printed memorandum which will or have been distributed to each employee. The Defendant agrees that the policy prohibiting sexual harassment and procedures for reporting incidents of harassment will be explained to each employee at the time he or she receives the written copy of the policy. Employees subsequently hired shall have the policy explained to them at the time of hire. Defendant will include the name and telephone number of an outside monitor to whom the employees may report complaints of sexual harassment or other

discrimination.

6. Defendant agrees to submit reports to EEOC detailing their compliance with this Decree. Within sixty (60) days of the date of this Decree, Defendant will certify to the EEOC Regional Attorney that the distribution and explanation of sexual harassment policies to employees have been completed and provide EEOC with a copy of the personnel manual or memoranda containing the policies prohibiting sexual harassment. In addition, four (4) annual reports shall be submitted during the term of this Decree. The first report shall be due ninety (90) days from the entrance of this Decree and the subsequent reports shall be mailed to the Commission no later than December 31st of each year covered by the Decree. The report shall include the following information for the twelve (12) month period preceding the report: a description of any and all verbal or written complains of sex discrimination, including sexual harassment, and retaliation received by the company or any of its managers or supervisors from any employee; the name, position, address and telephone number of the complainant; the identity and job title of the person who is the subject of the complaint; and the disposition of the complaint, including any discipline administered as a result of the complaint. Reports shall be sent to the attention of Laurie A. Young, Regional Attorney, or her successor, Equal Employment Opportunity Commission, 101 W. Ohio Street, Suite 1900, Indianapolis, Indiana, 46204.

7. Defendant agrees that it shall conduct a training seminar for all employees, including all managers, supervisors and owners, regarding the policies prohibiting sex discrimination (including but not limited to sexual harassment) and retaliation in the handling of employee complaints of discrimination. Said seminar must be conducted within three (3) months from the date of entry of this Decree. Thirty (30) days prior to the date of the seminar, the

Defendant shall provide notice to the Commission regarding the date, time and place of the seminar, and shall send to the Commission a copy of the seminar program and all written materials, if any, to be used at the seminar. The Commission may provide reasonable input on the content of the program.

8. The Defendant agrees that the Commission may review compliance with this Decree. As part of such review, the EEOC may inspect the premises, interview employees, examine and copy documents.

9. In the event that EEOC alleges that a violation of this Decree has occurred, prior to exercising any remedy provided by law, EEOC will give notice in writing thereof, specifically identifying the alleged violation to Defendant. The Defendant will have thirty (30) days in which to investigate and respond to the allegation. Thereafter, the parties will have a period of thirty (30) days, or such additional period as may be agreed upon by them, in which to negotiate and confer regarding such allegation, before Plaintiff exercises any remedy provided by law.

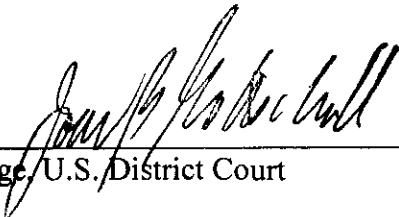
10. The term of this Decree shall be for three (3) years following the date of the entry of this Decree.

11. The Commission and Defendant will bear their own costs and attorney fees.

12. RETENTION OF JURISDICTION BY COURT The Court shall retain jurisdiction of this cause throughout the duration of this Decree for purposes of monitoring compliance with this Decree and entry of such further orders as may be necessary or appropriate.

JUN 02 2005

Date



Judge, U.S. District Court

Copies to:

Nancy Dean Edmonds
Equal Employment Opportunity
Commission
101 W. Ohio Street, Suite 1900
Indianapolis, IN 46204

Gregory Gochanour
Equal Employment Opportunity
Commission
500 W. Madison St., Suite 2800
Chicago, IL 60661

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U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Indianapolis District Office

101 West Ohio Street
Suite 1900
Indianapolis IN 46204-4203
PH: (317) 226-7212
TDD: (317) 226-5162
FAX: (317) 226-7953

EMPLOYEE NOTICE
NOTICE TO ALL EMPLOYEES OF
WOOD ENTERPRISES, INC. d/b/a JEWELL EVENTS CATERING

1. This Notice is posted pursuant to an agreement between Wood Enterprises, Inc. d/b/a Jewell Events Catering ("Jewell") and the United States Equal Employment Opportunity Commission resolving a lawsuit alleging sexual harassment and retaliation.
2. Federal law requires that there be no discrimination against any employee because of the employee's race, color, religion, sex, national origin, age (over 40) or disability.
3. The Civil Rights Act of 1964 ("Title VII") prohibits employers from discriminating against employees, based on sex. Sexual harassment is a form of sexual discrimination. Unwelcome sexual advances, request for sexual favors, and other verbal or physical conduct of a sexual nature constitutes sexual harassment when submission to or rejection of this conduct affects an individual's work performance, or creates an intimidating, hostile, or offensive work environment. The law also prohibits employers and other covered entities from retaliating against employees who have exercised their rights.
4. Jewell supports and will comply with such Federal law in all respects and will not take any actions against employees because they have exercised their rights, reported an alleged violation under the law or have given testimony, assistance or participation in any investigation, proceeding or hearing conducted by the U.S. Equal Employment Opportunity Commission.
6. An employee may contact the U.S. Equal Employment Opportunity Commission at the address listed above for the purpose of filing a charge of employment discrimination. The toll free phone number is 1-800-669-4000.

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

This notice must remain posted for twelve (12) months from the date of posting and may not be altered, defaced or covered by any other material.

APPENDIX A

RELEASE

In consideration of the payment to me by Wood Enterprises, Inc. d/b/a Jewell Events Catering ("Jewell") of \$45,000, and in consideration of the Consent Decree agreed to by the Equal Employment Opportunity Commission and Jewell in Civil Action 1:04-CV- 07735 entered by the Court of the _____ day of _____, 2005, of which this Release is a part, I, Allison Fedash, hereby fully and forever release and discharge Jewell, its successors and assigns, including its present and former directors, officers, employees and agents, from any claim or obligation based on alleged discrimination in violation of Title VII, which was or could have been raised in Civil Action No. 1:04-CV- 07735.

I have read this Release and I execute it voluntarily, without coercion or threat of reprisal.

IN WITNESS WHEREOF, this Release is signed and executed by me on the _____ day of _____, 2005.

County of))SS
State of)

Subscribed and sworn to before me this _____ day of _____, 2005.

Notary Public

My Commission Expires: _____

County and State of Residence: _____

APPENDIX B