

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
NEW ALBANY DIVISION

EQUAL EMPLOYMENT OPPORTUNITY )	
COMMISSION, )	
	CIVIL ACTION NO.
Plaintiff, )	
	4:13-CV-205-SEB-WGH
v. )	
BRIGHT PETROLEUM INC. )	
d/b/a THE BRIGHT MARKET )	
Defendant. )	
_____ )	

**Consent Decree**

The Equal Employment Opportunity Commission (“Commission”) filed this action against Bright Petroleum d/b/a The Bright Market (“Bright”) on December 23, 2013, alleging that Bright retaliated against Michelle Bunte by subjecting her to unwarranted scrutiny, discipline and termination because she filed a charge of discrimination with the Commission.

Bright ceased doing business on December 30, 2013 and the parties have advised the Court that they desire to resolve the allegations in the Complaint without the burden, expense and delay of further litigation. The Commission, Bright, and former Bright shareholders and/or officers, June Tucker and Jay Tucker, hereby stipulate to the jurisdiction of the Court over the parties, over themselves, and to the subject matter of this action.

It is therefore the finding of this Court, based on the record as a whole, that:

(1) the Court has jurisdiction over the parties, over shareholders and/or officers Jay Tucker and June Tucker, and the subject matter of this action; (2) the purpose and provisions of Title VII will be promoted and effectuated by the entry of this Consent Decree; and (3) this Consent Decree resolves all the matters in controversy between the parties as provided in paragraphs 1 through 16 below.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

**A. Injunctive Relief**

1. For any business owned, managed, or operated by June Tucker or Jay Tucker, they and their officers, managers and employees are permanently enjoined from discriminating or retaliating against any person: (i) because of opposition to any practice made unlawful under Title VII; (ii) because such person files a Charge of Discrimination alleging an unlawful employment action; or (iii) because such person participates in any manner in any investigation, proceeding, or hearing under Title VII.

**B. Monetary Relief**

2. Bright, through its shareholders and/or officers June Tucker and Jay Tucker, shall pay to Michelle Bunte the total amount of \$15,000. This amount represents compensatory and punitive damages. June Tucker and Jay Tucker shall be jointly and severally liable for this amount. The total settlement amount shall be paid in accordance with and subject to the terms of paragraphs 3 through 10, below.

3. Bright, through its shareholders and/or officers June Tucker and Jay

Tucker, will issue an Internal Revenue Service Form 1099 for the \$15,000 compensatory and punitive damages payment. All tax forms or payments required by this Decree shall be sent by certified mail to Michelle Bunte at 26323 Dog Ridge Rd. Brookville, IN 47012.

4. No more than five days after the entry of this Decree by the Court, the Commission will forward a release to Ms. Bunte for her execution. A copy of the release is attached hereto as Appendix A. The Commission will notify counsel for Bright upon receipt of the release executed by Ms. Bunte and provide counsel with a copy thereof. Within five days of the Commission's transmission of a copy of the release signed by Ms. Bunte, Bright, through its shareholders and/or officers June Tucker and Jay Tucker, shall mail a check in the amount of \$2500 to Ms. Bunte. Bright, through its shareholders and/or officers June Tucker and Jay Tucker, shall mail a copy of the check and proof of its delivery (a signed certified mail receipt) to the Commission in care of Laurie A. Young, Regional Attorney for the Indianapolis District, Equal Employment Opportunity Commission, 101 W. Ohio Street, Suite 1900, Indianapolis, Indiana, 46204, within 3 business days of mailing the check to Ms. Bunte.

5. The remaining \$12,500 due to Ms. Bunte shall be paid on a monthly basis. Checks in the amount of \$568.18 shall be mailed, via certified mail, to Ms. Bunte, no later than the fifth day of each month, for a 22 month period. Such payments shall begin January, 2015. Bright, through its shareholders and/or officers June Tucker and Jay Tucker, shall mail a copy of each check and each proof

of its delivery (a signed certified mail receipt) to the Commission in care of Laurie A. Young, Regional Attorney for the Indianapolis District, Equal Employment Opportunity Commission, 101 W. Ohio Street, Suite 1900, Indianapolis, Indiana, 46204, within 3 business days of mailing the check to Ms. Bunte.

6. Any monthly payment mailed to Ms. Bunte postmarked after the 5<sup>th</sup> day of the month shall be assessed a late fee of \$50 per day, payable by Bright, through its shareholders and/or officers June Tucker and Jay Tucker.

7. Any returned check fees incurred by Bunte as a result of the payments made to her by Bright, through its shareholders and/or officers June Tucker and Jay Tucker, shall be reimbursed by Bright, through its shareholders and/or officers June Tucker and Jay Tucker, within 5 days of being provided with documentation showing the fee.

8. Should Bright, through its shareholders and/or officers June Tucker and Jay Tucker, fail to make a payment to Ms. Bunte within 15 days of its due date, all monies still owed to Ms. Bunte shall immediately become due and payable and an Agreed Judgment shall be filed against June and Jay Tucker, by the EEOC, for the settlement amount plus late fees past due to Ms. Bunte.

9. Upon completion of all payments, the Commission shall forward Ms. Bunte's original executed release to counsel for Bright upon receipt of proof of delivery of the final monthly settlement check to Ms. Bunte.

10. Should it be necessary for the EEOC to seek the Court's assistance in collection of any late or returned check fees or the settlement payment, in the event

of default, Bright, through its shareholders and/or officers, Jay Tucker and June Tucker, shall be responsible for the EEOC's attorney fees.

#### References and Personnel Record

11. Bright through its officers or shareholders shall eliminate from the record of Ms. Bunte all references to her charge of discrimination and participation in this suit. If contacted for references, Bright, through its officers or shareholders shall describe Ms. Bunte's former job duties as Deli Manager and state that Ms. Bunte's performance was satisfactory and that she is ineligible for rehire because the business has been sold. Bright, through its officers or shareholders, shall make no reference to Bunte's termination, her charge of discrimination, or her participation in this suit. This provision survives the expiration of this Decree.

12. Within 30 days of the entry of this Decree, Bright through its officers and/or shareholders shall provide Bunte with a signed and dated letter of recommendation, attached to this Decree as Appendix B.

#### C. Reporting

13. During the term of this Decree, Bright shall provide the Commission with a report, 30 days after the entry of the Decree. The report shall include the following information:


- a. Modification of Personnel Record: the date of the modification and all information removed from Ms. Bunte's personnel file;
- b. References: the date(s) that inquiries are received; the name of the person requesting the reference; and the business of the person requesting the

- reference; and
- c. Letter of Reference: a copy of the signed letter of reference (Appendix B) and the date that it was mailed to Ms. Bunte.
  - d. In addition to the above report, during the pendency of this Decree, Bright, through its shareholders and/or officers shall report to the EEOC, within 30 days, on any bankruptcy filing by Bright or its shareholders or officers, or any change in counsel.
  - e. All reports shall be sent to the Commission in care of Laurie A. Young, Regional Attorney for the Indianapolis District, Equal Employment Opportunity Commission, 101 W. Ohio Street, Suite 1900, Indianapolis, Indiana, 46204.

**D. Miscellaneous Provisions**

- 14. The Commission and Bright shall each bear its own costs and attorney fees with the exception of attorney fees incurred pursuant to Paragraph 10 of this Decree.
- 15. The term of this Decree shall be for three (3) years following the date of the entry of this Decree.
- 16. The Court will 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.

12/19/2014  
Date

  
SARAH EVANS BARKER, JUDGE  
United States District Court  
Southern District of Indiana

Copies to:

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APPENDIX A  
RELEASE

In consideration of the total payment to me by Bright Petroleum Inc. d/b/a The Bright Market, through its shareholders and/or officers, of \$15,000 in connection with the resolution of *Equal Employment Opportunity Commission v. Bright Petroleum Inc. d/b/a The Bright Market* No. 4:13-cv-205, I waive my right to recover for any claims of discrimination under the Title VII of the Civil Rights Act of 1964, as amended, and Title I of the Civil Rights Act of 1991 that I had against Bright Petroleum Inc. d/b/a The Bright Market prior to the date of this release and that were included in the claims alleged in the Commission’s complaint in *Equal Employment Opportunity Commission v. Bright Petroleum Inc. d/b/a The Bright Market*.

IN WITNESS WHEREOF, this Release is signed and executed by me on the \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Michelle Bunte

County of                            )  
  )SS  
State of                                )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public



APPENDIX B

Bright Market  
Bright, IN

This letter serves to recommend Michelle Bunte for employment. Michelle Bunte worked as our Deli Manager at the Bright Market, from July 4, 2011 through August 16, 2012, supervising approximately 15 employees. The Market was sold and we ceased operations on December 30, 2013.

Sincerely,

\_\_\_\_\_  
Jeffrey C. Tucker, President

\_\_\_\_\_  
Date

\_\_\_\_\_  
June Tucker, Secretary

\_\_\_\_\_  
Date