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ROBERT H. SHEM WELL, CLERK
WESTERN DISTRICT OF LOUISIANA
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

UNITED STATES DISTRICT COURT FOR THE
WESTERN DISTRICT OF LOUISIANA MONROE DIVISION

FILED
USDC, WESTERN DISTRICT OF LA
ROBERT H. SHEM WELL, CLERK
DATE 8.15.01
BY ml

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

WELLS FARGO FINANCIAL
LOUISIANA, INC.

Defendant

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*
* CIVIL ACTION NO.
*
* CV00-0455-M
*
* JUDGE ROBERT G. JAMES
*
* MAGISTRATE JUDGE KIRK
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CONSENT DECREE

WHEREAS, on March 6, 2000, the U.S. Equal Employment Opportunity Commission ("the Commission") instituted Civil Action Number CV00-0455 M in the United States District Court for the Western District of Louisiana, charging Norwest Financial Louisiana, Inc., ("Defendant") with violations of Section 703 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e-2(a)(1) and (2), ("Title VII"), alleging that Defendant discriminated against Charging Party, Kristy Holland-Mason ("Holland-Mason") because of her race (Black) and sex. Specifically, the complaint alleged that Defendant violated Title VII when it denied Holland-Mason a promotion on two separate occasions because of her race, Black and sex and forced Holland-Mason to resign due to the stress created by the denial of the promotions.

WHEREAS, on January 3, 2001, the Court granted the Commission leave to file an amended complaint to correct the name of the Defendant, Wells Fargo Financial Louisiana, Inc., which was erroneously identified as Norwest Financial Louisiana, Inc.

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WHEREAS, Wells Fargo Financial Louisiana, Inc., has not admitted and does not admit that it has engaged in any unlawful employment practices; and

WHEREAS, this Court has jurisdiction over the subject matter of this action and over the parties to this action; and

WHEREAS, Wells Fargo Financial Louisiana, Inc., and the Commission have agreed to settle this matter for the relief specified in this Consent Decree; and

WHEREAS, the parties to this lawsuit now wish to resolve all claims and controversies encompassed by this lawsuit without the burden, expense or delay of further litigation;

Therefore, it is **ORDERED, ADJUDGED, AND DECREED** that:

1. The negotiation, execution and entry of this Consent Decree will resolve any and all claims of alleged Title VII violations brought by the Commission against Defendant arising out of EEOC Charge Number 270-98-1833 and Civil Action Number CV00-0455-M.

2. The purposes of Title VII will be furthered by the entry of this Decree, the terms of which constitute a fair and equitable settlement.

3. Neither the negotiation, execution, nor entry of this Consent Decree shall constitute an acknowledgment or admission of any kind by Wells Fargo Financial Louisiana, Inc., that its officers, agents or employees have violated or have not been in compliance with Title VII or any other applicable law, regulation or order.

4. This Consent Decree relates only to the alleged violations raised in or which could have been raised in EEOC Charge Number 270- 98-1833 and Civil Action Number CV00-0455-M filed by the Commission in the United States District Court for the Western District of Louisiana, on March 6, 2000.

5. Wells Fargo Financial Louisiana, Inc., shall pay the sum of \$12,000, TWELVE THOUSAND DOLLARS AND NO CENTS IN LAWFUL U.S. CURRENCY, as damages to Kristy Holland-Mason in return for a release from Ms. Holland-Mason for any and all claims raised by Charge Number 270-98-1833 and Civil Action Number CV00-0455-M, which are the subject of this Decree. A copy of the release will be attached hereto and made part hereof as Appendix A. In addition, Wells Fargo Financial Louisiana, Inc., agrees to provide a neutral reference to any prospective employers should a reference be requested relative to Kristy Holland-Mason's employment with Wells Fargo Financial Louisiana, Inc.

6. Wells Fargo Financial Louisiana, Inc., its directors, officers, agents, employees and successors or assigns shall not maintain or permit discrimination in the workplace against any applicant for employment or employee applying for a promotion based upon such person's race and/or sex, as complained of in EEOC Charge Number 270-98-1833 and Civil Action Number CV00-0455-M.

7. Wells Fargo Financial Louisiana, Inc., shall post conspicuously at its principal place of business and all of its other Louisiana facilities, within ten (10) days of the entry of this Decree, a copy of a notice detailing Title VII's prohibitions against race and sex discrimination. A copy of the text of the language to be utilized in this notice is attached hereto and made a part hereof as Appendix B. The notices will be posted for a period of one (1) year. Thereafter, copies of the poster entitled, "Equal Employment Opportunity is the Law" (GPO 920-752) will be permanently posted in place of the notices.

8. Wells Fargo Financial Louisiana, Inc. shall provide the Commission, within thirty (30) days of the entry of this Decree, with a copy of its current policy against race and sex discrimination in the workplace.

9. Wells Fargo Financial Louisiana, Inc., shall provide training to all of its managers and supervisors on compliance with Title VII and its prohibitions against race and sex discrimination with specific training relative to prohibiting promotion decisions based on race and sex in the workplace. Specifically, Defendant will train its managers and supervisors on their responsibility to adhere to the prohibitions in Title VII against subjecting its employees to race or sex discrimination.

10. In the event that Wells Fargo Financial Louisiana, Inc., fails to perform its obligations herein, Plaintiff EEOC is empowered to enforce this Consent Decree through the applicable judicial enforcement procedures and to seek sanctions to the extent that any may be warranted as a result of the need to enforce this Decree. This Consent Decree will remain in force for one (1) year from the date of entry of the Decree.

11. Should any provision of this Decree be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Decree.

12. The Decree sets forth the entire agreement between the Commission and Wells Fargo Financial Louisiana, Inc., and fully supersedes any and all prior agreements or understandings between the Parties pertaining to the subject matter herein.

13. The Commission and Wells Fargo Financial Louisiana, Inc., will each bear their own attorney's fees and costs incurred in connection with the litigation of this case.

14. The Court shall retain jurisdiction of this action for purposes of enforcing this decree, if necessary.

15. The parties agree that no press release, jointly or separately, will be issued about any aspect of this settlement or the underlying lawsuit.

IT IS SO ORDERED.

Alexandra
~~New Orleans~~, Louisiana, this 13 day of August, 2001.

JUDGMENT ENTERED

August 16, 2001
BY Shirley L. McSonnell
COPY Carla
Tidwell
Hayer

F.A. Little Jr.
ROBERT G. JAMES — *F.A. Little Jr.*
UNITED STATES DISTRICT JUDGE

APPROVED AS TO FORM AND CONTENT:

FOR THE PLAINTIFF:

GWENDOLYN Y. REAMS
Associate General Counsel

Keith T. Hill
KEITH T. HILL
Regional Attorney


Michelle T. Butler
MICHELLE T. BUTLER
Supervisory Trial Attorney
Bar Roll Number: 1286

FOR THE DEFENDANT:

William C. Tidwell III
WILLIAM C. TIDWELL, III
HAND ARENDALL, LLC
Bar Roll Number: 12784
107 St. Francis Street (36602)
Post Office Box 123
Mobile, Alabama 36601
Telephone: (334) 432-5511
Facsimile (334) 694-6375



YANCY A. CARTER
Senior Trial Attorney
Bar Roll No. 24335



THOMAS M. HAYES, II.
HAYES, HARKEY, SMITH & CASCIO
Bar Roll Number: 6685
2811 Kilpatrick Boulevard
Monroe, Louisiana 71211-8032

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

New Orleans District Office
701 Loyola Avenue - Suite 600
New Orleans, Louisiana 70113
Telephone: (504) 589-6817
Facsimile: (504) 589-2701

APPENDIX A

RELEASE

KNOW ALL PERSONS BY THESE PRESENTS THAT Kristy Holland-Mason, Social Security Number, [REDACTED], for and in consideration of the sum of TWELVE THOUSAND DOLLARS and No Cents (\$12,000.00), lawful money of the United States of America, do hereby release and forever discharge and by these presents do for myself, my representatives, successors, and assigns, forever release and discharge Wells Fargo Financial Louisiana, Inc., its parent and subsidiaries, officers, representatives, assigns, and agents from any and all claims, demands, or causes of action, known or unknown, which I now have or may hereafter have arising out of (1) any alleged violations of Section 703 of Title VII, of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C §2000e-2(a)(1)& (2), (2) those which arise out of my employment by and separation of employment from Wells Fargo Financial Louisiana. Inc. and its predecessors, (3) those which were or could have been complained of in my Charge of Discrimination Number 270-98-1833, and (4) those which were or could have been raised in Civil Action Number CV00-0455-M filed in the United States District Court for the Western District of Louisiana, Monroe Division, titled Equal Employment Opportunity Commission versus Wells Fargo Financial Louisiana. Inc.

I do hereby also release and forever discharge and by these presents do for myself, my representatives, successors, and assigns, forever release and discharge Wells Fargo Financial Louisiana, Inc., its parent and subsidiaries, officers, representatives, assigns, and agents from any and all claims, demands, or causes of action, known or unknown, which I now have or may hereafter have arising out of and/or related to the facts which gave rise to alleged violations of Section 703(a)(1) and (2) of Title VII, 42 U.S.C. § 2000e-2(a)(1) and (2).

I agree that I will maintain as confidential the terms of this settlement, including the amount thereof, and I understand and agree that I will be liable for return of the settlement amount and for damages for any breach of this agreement. Kristy Holland-Mason's confidentiality begins from the moment her signature is affixed on this document. Any comments, writings or conversations given or held about the settlement of the Wells Fargo Financial, Inc. case prior to the dated signature of Mrs. Holland-Mason are deemed free from any and all actions for breach of confidentiality. Any comments, writings or conversations given or held about the settlement of the Wells Fargo Financial, Inc. case after Mrs. Holland-Mason dated signature appears on this document will be subject to an action for breach of confidentiality.

I have executed this release of my own accord and will, free from duress, threats, or undue influence.

DATE: _____

KRISTY HOLLAND-MASON

APPENDIX B
EMPLOYEE NOTICE

Title VII of the Civil Rights Act of 1964 requires that there be no discrimination against any employee or applicant for employment because of such person's race, color, religion, sex or national origin with respect to compensation, hiring, promotion, firing, or other terms, conditions or privileges of employment.

WELLS FARGO FINANCIAL LOUISIANA, INC., has posted this notice because the Company supports and will comply with such Federal law in all respects and will not take any action against present or former employees and applicants because of their race, color, religion, sex or national origin or because they have exercised their rights under the law.

Signed this _____ day of _____, 2001.

For WELLS FARGO FINANCIAL LOUISIANA, INC.

By: _____

Its: _____