

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

FILED
U.S. DISTRICT COURT
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CLERK

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

v.

VENTURA UNIFORM SERVICE, INC.,

Defendant.

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CIVIL ACTION
99-2987

JUDGE SEAR
MAGISTRATE JUDGE SHUSHAN

CONSENT DECREE

WHEREAS, On September 30, 1999, the U.S. Equal Employment Opportunity Commission ("the Commission") instituted Civil Action Number 99-2987- in the United States District Court for the Eastern District of Louisiana, charging Ventura Uniform Service, Inc., ("Ventura" or "Defendant") with violations of Section 703 of Title VII, 42 U.S.C. Section 2000e-2(a)(1) and (2), alleging that Ventura discharged, Charging Party, Catina L. Ivey, because of her sex (female) and pregnancy.

WHEREAS, Ventura Uniform Service, 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, Ventura Uniform Service, Inc., and the Commission have agreed to settle this matter for the relief specified in this Consent Decree; and

DATE OF ENTRY
MAY 25 2000

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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 270-99-0013 and Civil Action Number 99-2987.

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 Ventura Uniform Service, 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 EEOC Charge Number 270- 99-0013 and Civil Action Number 99-2987, filed by the Commission in the United States District Court for the Eastern District of Louisiana, on September 30, 1999.

5. Ventura Uniform Service, Inc., shall pay the sum of \$5560.00 (FIVE THOUSAND, FIVE HUNDRED AND SIXTY DOLLARS) in lawful U.S. Currency, as damages to Catina L. Ivey in return for a release from Ms. Ivey for any and all claims raised by Charge Number 270-99-0013 and Civil Action Number 99-2987, the subject of this Decree. A copy of the release will be attached hereto and made part hereof as Appendix A. Said payment will be made in three monthly installments with the first installment of \$1853.00 (EIGHTEEN HUNDRED AND FIFTY-THREE DOLLARS) in lawful U.S. Currency due by May 30, 2000.

The second installment of \$1853.00 (EIGHTEEN HUNDRED AND FIFTY-THREE DOLLARS) in lawful U.S. Currency is due by June 30, 2000 and the final installment of \$1854.00 (EIGHTEEN HUNDRED AND FIFTY-FOUR DOLLARS) in lawful U.S. Currency is due by July 30, 2000.

6. Ventura Uniform Service, 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 based upon such persons sex (pregnancy), as complained of in EEOC Charge Number 270-99-0013 and Civil Action Number 99-2987.

7. Ventura Uniform Service, Inc., shall post conspicuously at all of its facilities, within ten (10) days of the entry of this Decree, a copy of a notice detailing Title VII's prohibitions against sex (pregnancy) discrimination and stating that employees who believe that they have been subjected to discrimination on the basis of sex are encouraged to contact the Equal Employment Opportunity Commission to seek information or to file a charge of 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. Ventura Uniform Service, Inc., shall provide the Commission, within thirty (30) days of the entry of this Decree, with a copy of its current policy against sex (pregnancy) discrimination in the workplace and with a copy of its current maternity leave policy and certify to the EEOC that a copy of these policies have been distributed to each of its employees, owners and members of the Board of Directors. If no such policy exists, Ventura Uniform Service, Inc.,

shall provide the Commission, within sixty (60) days of the entry of this Decree, a written policy against sex (pregnancy) discrimination with specific procedures for handling complaints and taking disciplinary actions against managers and supervisors found to be discriminating against applicants for employment or employees. Ventura Uniform Service, Inc., also shall certify to the EEOC within sixty (60) days of the entry of this Decree that this policy prohibiting discrimination on the basis of sex (pregnancy) has been distributed to each of its employees and directors.

9. Ventura Uniform Service, Inc., shall provide training to all of its employees, managers, supervisors, owners and board members on compliance with Title VII and its prohibitions against sex (pregnancy) discrimination. Specifically, Defendant will train its managers and supervisors, etc, on their responsibility to adhere to the prohibitions in Title VII against discharging an employee because she is pregnant or force an employee to take leave because she is pregnant.

10. In the event that Ventura Uniform Service, 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 which may be due as a result of the need to enforce this Decree. This Consent Decree will remain in force for five (5) years 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.

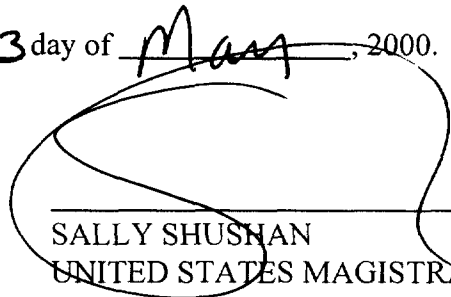
12. The Decree sets forth the entire agreement between the Commission and Ventura Uniform Service, Inc., and fully supersedes any and all prior agreements or understandings between the Commission and Ventura Uniform Service, Inc., pertaining to the subject matter herein.

13. The Commission and Ventura Uniform Service, 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.

IT IS SO ORDERED.

New Orleans, Louisiana, this 23 day of May, 2000.




SALLY SHUSHAN
UNITED STATES MAGISTRATE JUDGE

APPROVED AS TO FORM AND CONTENT:

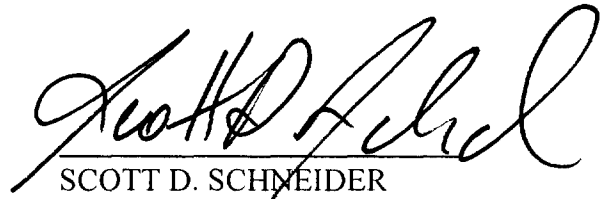
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