

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
SOUTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION )

Plaintiff, )

v )

IKEA MARYLAND, LLC )

Civil Action No.8:05-cv-02719 DKC

Defendant )

**CONSENT DECREE**

This action was instituted by Plaintiff, Equal Employment Opportunity Commission ("EEOC" or the "Commission"), against Defendant, IKEA Maryland, LLC. ("IKEA" or Defendant"), on September 30, 2005, The complaint alleges that Defendant violated Section 703(a) of Title VII of the Civil Rights Act of 1964, as amended, ("Title VII") 42 U.S.C. Section 2000e-2(a) by discharging Larry Cook as opposed to demoting or transferring him to another position, on the basis of his race, Black. Defendant denies the allegations of the complaint

Both the Commission and Defendant desire to resolve the Commission's action without the time and expense of continued litigation, and they desire to formulate a plan to be embodied in a Decree which will promote and effectuate the purposes of Title VII

This Decree, being entered with the consent of the Commission and Defendant, shall not constitute an adjudication or finding on the merits of this case and shall not be construed as an

admission of liability by Defendant or as a waiver by the Commission of any contentions of discrimination.

The Court has examined this Decree and finds that it is reasonable and just and in accordance with the Federal Rules of Civil Procedure and Title VII. Therefore, upon due consideration of the record herein and being fully advised in the premises, it is **ORDERED, ADJUDGED AND DECREED:**

This Decree resolves all issues and claims alleged in the Complaint filed by the Commission in this Title VII action which emanated from the Charge of Discrimination No. 120-2004-00418 filed by Larry Cook.

2. Defendant, its officers, agents, servants, employees and all persons acting or claiming to act in its behalf and interest shall be enjoined and restrained from engaging in any employment practice which discriminates on the basis of race in violation of Title VII, particularly with regard to discharge, demotion and transfer.

3. Within five (5) business days of the entry of this Decree, Defendant will pay monetary damages in the total amount of fifty two thousand, five hundred dollars (\$52,500) in full settlement of this case in accordance with the following provisions:

a) Defendant will pay to Larry Cook damages in the total amount of fifty two thousand, five hundred dollars (\$52,500) as stated above, consisting of fourteen thousand, six hundred dollars (\$14,600) in back wages, less amounts to be withheld by Defendant for applicable federal and state income taxes as required by law, and thirty seven thousand, nine hundred dollars (\$37,900) in compensatory damages. Defendant will issue a W2 Form for the back wage amount listed above. Defendant shall take no withholding from the compensatory monetary amount listed above and will

issue a Form 1099 to Larry Cook reflecting this payment

b) Defendant agrees that checks in these amounts shall be forwarded to the above-named individual by overnight mail at an address to be supplied by the Commission. Within five (5) days of this payment Defendant shall send to the Commission's attorney of record for the Baltimore Field Office a copy of the checks along with a copy of the overnight delivery receipt

4 Within ten (10) days of the Court's approval of this Consent Decree, Defendant will post in a in all places where notices to members are customarily posted at its College Park facility, the Notice attached hereto as Exhibit "A" and made a part hereof. Said Notice attached hereto as Exhibit "A" shall be posted and maintained for a period of at least one (1) year from the date of posting and shall be signed by a responsible official of Defendant with the date of actual posting shown thereon. Should the Notice become defaced, marred, or otherwise made unreadable, Defendant will ensure that new readable copies of the Notice are posted in the same manner as heretofore specified. Within thirty (30) days of such posting, Defendant shall forward to the attorney of record at the Baltimore Field Office a copy of the signed Notice attached hereto as Exhibit "A" and written certification that the Notice referenced herein has been posted and a statement of the location(s) and date of posting.

5. Defendant agrees that within one hundred and twenty days (120) of the entry of this Decree, Defendant shall provide mandatory training of no less than two (2) hours duration to all its employees and managerial staff of its College Park facility regarding federal EEO laws prohibiting discrimination in employment enforced by the Commission, particularly concentrating on issues concerning race discrimination in discharge, demotion and transfer. Within fifteen (15) days of the completion of this training, Defendant shall forward to the attorney of record at the Baltimore Field

Office written certification that the training has been completed together with a list of employees and managerial staff who have been trained, and the dates of the training. Defendant also agrees to provide to each newly-hired employee, including any managerial employee, an orientation to its equal employment opportunity policies within a reasonable time of hire.

6. Defendant agrees to immediately remove and eliminate from Larry Cook's records all documents and entries relating to the facts and circumstances related to the filing of his charge of discrimination with the Commission. Defendant further agrees to prohibit any dissemination, directly or indirectly, to any other employer or potential employer of any facts or circumstances surrounding the charge of discrimination that are fully resolved by this action, or the proceedings ensuing thereafter. Reference requests regarding Mr. Cook shall be answered by Defendant in neutral terms limited to position, rate of pay, and dates of employment

7. Defendant shall not discriminate against any individual because such individual has opposed any practice that is made unlawful under Title VII, or because of the filing of a charge, the giving of testimony, assistance or participation in any investigation, proceeding, or hearing, under Title VII.

8. If any party to this Decree believes that any other party has breached a material provision of this Decree, it shall so notify the party (s), in writing, of the alleged breach. Upon receipt of written notice, a party(s) shall have fifteen (15) days to either correct the alleged breach, and so inform the other party(s), or deny the alleged breach, in writing;

a. If the parties remain in dispute they shall attempt in good faith to resolve their dispute;

b. If the parties can not in good faith resolve their dispute, the party alleging a breach may file with the Court a motion to correct and remedy the breach;

c. Each party shall bear its own costs, expenses and attorney's fees incurred in connection with such action; and

d. Jurisdiction and venue to resolve any dispute arising under this Decree resides in the United States District Court for the District of Maryland

9. This Decree shall remain in full force and effect for a period of one (1) year from the date of approval and entry of this Decree by the Court.

10. The Court shall retain jurisdiction of this action to ensure compliance with this Decree. In all other respects, upon approval and entry by the Court of this Decree, this action is dismissed with prejudice and the Clerk of the Court is directed to remove this action from the Court's calendar

11 The Commission reserves the right to monitor compliance with the provisions of this Decree. As part of such review, the EEOC, upon notice to Defendant, may require written reports concerning compliance, inspect Defendants' premises, interview witnesses, and examine and copy documents at reasonable times to be mutually agreed to by the parties.

12. The Commission and Defendant shall bear their own costs, expenses and attorneys' fees incurred in connection with this action

The undersigned counsel of record, on behalf of their respective clients, hereby consent to the entry of the foregoing Consent Decree

**FOR DEFENDANT:  
IKEA MARYLAND LCC**

/s/  
\_\_\_\_\_  
**THERESA BURKE WHITE, ESQ**  
Jackson Lewis LLP  
8614 Westwood Center Drive  
Suite 950  
Vienna, VA 22182  
(703) 831-2189  
(signed copy of document bearing  
original signature of Theresa Burke White  
is being maintained by EEOC at the  
Baltimore Field Office and is available)  
for review by all parties)

**FOR PLAINTIFF:  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION**

**JAMES LEE**  
Deputy General Counsel

**GWENDOLYN YOUNG REAMS**  
Associate General Counsel

/s/  
\_\_\_\_\_  
**JACQUELINE H. MCNAIR**  
Regional Attorney  
EEOC-Philadelphia District Office  
(including Baltimore Field Office)

/s/  
\_\_\_\_\_  
**TRACY HUDSON SPICER**  
Supervisory Trial Attorney  
EEOC-Baltimore Field Office

/s/  
\_\_\_\_\_  
**CECILE C. QUINLAN**  
Senior Trial Attorney  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
EEOC-Baltimore Field Office  
10 S. Howard Street, 3<sup>rd</sup> Fl.  
Baltimore Maryland 21201  
(410) 962-4239

**SO ORDERED.**

Signed and entered this 3<sup>rd</sup> day of May, 2006.

*Ulbratt Charanow*  
UNITED STATES DISTRICT COURT JUDGE