

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

FILED  
U.S. DISTRICT COURT  
DISTRICT OF MARYLAND

2002 MAY 31 P 2:05

CLERK'S OFFICE  
OF BALTIMORE  
BY \_\_\_\_\_ DEPUTY

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

v.

SELBY SIGN CO., INC.

Defendant.

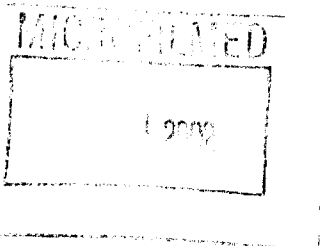
Civil Action No. AMD-01-CV-2873

\* \* \* \* \*

**CONSENT DECREE**

This action was instituted on, September 26, 2001 by Plaintiff, the Equal Employment Opportunity Commission ("Commission" or "EEOC"), against Defendant, Selby Sign Co., Inc. ("Defendant" or "Selby"), pursuant to Title VII of the Civil Rights Act of 1964 (Title VII) and Title I of the Civil Rights Act of 1991. The Complaint alleges that Defendant discriminated against Gerald Savage, an African American, by subjecting him to a racially hostile work environment and that as a result of the harassment the conditions were made so intolerable that he was forced to resign his position.

Both the Commission and Defendant desire to resolve this action and all issues raised by the Complaint without the time and expense of further contested litigation. The parties also desire to formulate a plan to be embodied in a Decree that will promote and effectuate the purposes of Title VII.



For the purposes of resolving this action, Defendant admits that the Court has jurisdiction over this action, and that all statutory and jurisdictional prerequisites to suit have been satisfied.

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 of the premises, it is ORDERED, ADJUDGED AND DECREED:

1. This Decree constitutes a full discharge and satisfaction of any and all claims which have been alleged in the Complaint filed by the EEOC in this Title VII action based on the charge of Gerald Savage, Charge No. 120-A1-0156.

#### **INJUNCTION AGAINST DISCRIMINATION**

2. Defendant, its officers, managers and supervisors are hereby enjoined and restrained from engaging in any employment practice that discriminates against any person because of race by subjecting them to a racially hostile environment, and shall take the actions set forth in this Consent Decree to maintain a workplace free from racial harassment.

3. Defendant, its officers, managers and supervisors shall not discriminate or retaliate against any person because of opposition to any practice declared unlawful under Title VII of the Civil Rights Act of 1964, as amended, or because of the filing of a charge, giving testimony or assistance, or participation in any manner in any investigation, proceeding or hearing under Title VII, including any person who participated in any manner in this action.

#### **POSTING OF A NOTICE**

4. Upon entry of this Decree, Defendant will post immediately in a conspicuous place in and about its facility, including all places where notices to employees are customarily posted, and

maintain for the term of the Consent Decree, copies of the EEOC poster, "Equal Employment Opportunity Is The Law" (Form EEOC-P/E-1) and the Notice attached hereto as Exhibit "A" and made a part hereof which shall be signed by a responsible official of Selby with the date of actual posting to be shown thereon. Should any of the Posters or Notices become defaced, marred or otherwise made unreadable, Selby will ensure that new readable copies are posted in the same manner heretofore specified.

5. The Notice shall be posted and maintained throughout the period of this Decree. Exhibit "A" shall also be distributed to each employee at Defendant's facility. Within thirty (30) days of entry of this Decree, Defendant shall forward to the Commission's attorney of record, at the EEOC's Baltimore District Office, a copy of the signed Notice attached hereto as Exhibit "A," written certification that the Poster and Notice referenced herein have been posted and distributed, and a statement of the location and date(s) of posting.

#### **RACIAL HARASSMENT POLICY**

6. Within twenty (20) days of entry of this Decree, Defendant shall institute, implement and distribute to all its managers and employees a written policy on racial harassment, including a complaint procedure, approved by the Commission. Immediately upon institution of this policy on racial harassment, Defendant shall distribute a copy of the policy to all its managers and employees. Within fourteen (14) days of the institution of this policy, Defendant shall forward to the Commission's attorney of record, at the EEOC's Baltimore District Office, written certification that the policy on racial harassment referenced herein has been distributed to all of its managers and employees.

## TRAINING

7. Within ninety (90) days of the entry of this Decree, Selby will present training to its management and employee workforce concerning racial harassment and other laws enforced by the Commission. The trainer's credentials and an outline of program materials shall be forwarded to the EEOC's attorney of record (30) thirty days prior to such training being conducted and the Commission shall provide any suggestion within ten (10) days of the training. A representative of the Commission shall be invited to attend such training. The training shall include an explanation of Title VII and its prohibitions against racial harassment, the responsibilities of managerial personnel who are informed of incidents of harassment, recognition of harassment, and the prohibition against retaliating against employees who allege an incident of discrimination, racial harassment or intimidation. The training shall also address the methods for reporting an incident of racial harassment. The training shall explain to all employees that, in addition to reporting an incident to management, they have a right to file a charge of discrimination with the Commission and shall explain when such charges can be filed and the applicable time frame for doing so. In addition, the training shall inform all employees that an investigation will be conducted in response to a complaint and if the investigation finds that an employee has engaged in conduct that violates the employer's anti-harassment policy: (i) penalties will depend on the nature of the offense, (ii) any and all breaches of the policy are considered serious, and (iii) appropriate discipline will be imposed even for a first offense, ranging from a verbal warning up to and including discharge.

8. Defendant also agrees to provide, in the regular course of their employment, each newly-hired employee, including managerial employees, with an orientation to its racial

harassment and equal employment opportunity policies.

9. After entry of the Decree, Defendant shall forward to the Commission's attorney of record, at the EEOC's Baltimore District Office a list of all employees who have attended and completed training within ten (10) days of completion of such training. For the duration of this Consent Decree, Selby shall keep a record of all employees who receive the training described herein.

#### **INDIVIDUAL RELIEF**

10. Defendant will pay damages to Gerald Savage in the total amount of thirty five thousand dollars (\$35,000) in full settlement of this case in accordance with the provisions set forth below.

A. Within ten (10) days of the entry of this Decree Defendant will pay to Gerald Savage compensatory damages in the amount of twenty thousand dollars (\$20,000) with any and all applicable taxes to be paid by Gerald Savage.

B. On July 16, 2002, Defendant will pay back pay damages to Gerald Savage in the amount of fifteen thousand dollars (\$15,000), less amounts to be withheld by Defendant for applicable federal and state income taxes as required by law.

C. Defendant agrees that checks in these amounts shall be forwarded to Gerald Savage 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 a copy of the checks along with a copy of the overnight delivery receipt.

D. Failure to make any payment on the dates set for payment in subparagraphs 10A. and 10B. above shall constitute a material breach of the parties' agreement and noncompliance with

this Decree for which Defendant shall pay liquidated damages and sanctions in the amount of two hundred dollars (\$200) per day for each day Defendant is late in making payments to Gerald Savage.

11. Defendant shall remove any records or documents relating to Gerald Savage's filing of charges of discrimination with the Commission, or the Commission's lawsuit against Defendant, from Gerald Savage's personnel files wherever maintained. Any reference request regarding Gerald Savage shall be answered by Defendant in neutral terms limited to position, rate of pay, dates of employment and that Gerald Savage voluntarily resigned his employment.

**TERM OF CONSENT DECREE**

12. This Decree shall remain in full force and effect for a period of three (3) years from the date of approval and entry of this Decree by the Court.

13. 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.

**MISCELLANEOUS**

14. The Commission reserves the right to monitor compliance with the provisions of this Decree by conducting on-site reviews and or requesting additional documentation.

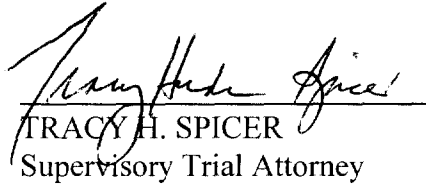
15. The Commission and Defendant shall bear their own costs, expenses and attorneys' fees incurred in connection with this action.

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


For **PLAINTIFF**

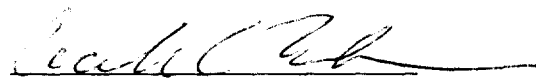
GWENDOLYN YOUNG REAMS  
Associate General Counsel

  
GERALD S. KIEL  
Regional Attorney

  
TRACY H. SPICER  
Supervisory Trial Attorney

For **DEFENDANT:**

  
STEVEN B. SCHWARTZMAN for  
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(410) 339-6746

  
CECILE C. QUINLAN  
Senior Trial Attorney  
Equal Employment Opportunity  
Commission  
Baltimore District Office  
City Crescent Building  
10 So. Howard Street  
Baltimore, Maryland 21202  
(410) 962-4239

SO ORDERED this 31<sup>ST</sup> day of May, 2002.

  
THE HONORABLE ANDRE M. DAVIS

**EXHIBIT "A"**

**NOTICE TO EMPLOYEES**  
**POSTED PURSUANT TO A CONSENT DECREE BETWEEN**  
**THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, AN AGENCY OF THE**  
**UNITED STATES GOVERNMENT AND SELBY SIGN CO., INC.**

Under Section 703(a) of Title VII of the Civil Rights Act of 1964, it is unlawful for an employer to "discriminate against any individual with respect to his ... terms, conditions, or privileges of employment because of such individual's race...."

Harassment on the basis of race and/or color violates Title VII. Ethnic slurs, racial "jokes," offensive or derogatory comments, or other verbal or physical conduct based on an individual's race/color constitutes unlawful harassment if the conduct creates an intimidating, hostile, or offensive working environment, or interferes with the individual's work performance.

Under Section 704(a) of Title VII, "it shall be an unlawful employment practice for an employer to discriminate against any of his employees ... because he has opposed any practice made an unlawful employment practice by this sub-chapter, or because he has made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under this sub-chapter."

**WE WILL NOT** engage in any acts or practices made unlawful by the above sections.

**WE WILL NOT** engage in any harassment of employees based on race.

**WE WILL NOT** retaliate against employees for complaining about harassment based on race.

\_\_\_\_\_  
**SELBY SIGN CO., INC.**  
(Employer)

Dated: \_\_\_\_\_ By: \_\_\_\_\_

Date Posting Expires: \_\_\_\_\_