

 ORIGINAL

CLOSED

8
FILED

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

MAY 15 2006
CLERK'S OFFICE
U. S. DISTRICT COURT
EASTERN MICHIGAN

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,
Plaintiff,
and

Case No. 2:05CV72515
Hon. Victoria A. Roberts

DOUGLAS HASKINS,
Intervening Plaintiff,
v.

B&V CONSTRUCTION,
Defendant.

RECEIVED
MAY 12 2006
CLERK'S OFFICE
U.S. DISTRICT COURT

CONSENT DECREE

This matter is before the Court for entry of this judgment by consent of the parties in order to effectuate a compromise and settlement of all claims. After careful review and consideration, the Court believes that entry of this judgment is in the interest of justice.

1. Plaintiff, the United States Equal Employment Opportunity Commission ("the EEOC"), commenced the above entitled action on June 25, 2005, in the United States District Court for the Eastern District of Michigan, Southern Division, alleging that the Defendant, B&V Construction Company ("B&V"), engaged in unlawful employment practices towards Douglas Haskins which violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et. seq. ("Lawsuit").
2. Defendant B&V denies all allegations pertaining to unlawful employment practices alleged in the EEOC's Complaint.
3. As a result of settlement discussions, the EEOC and B&V have resolved their differences and have agreed that this action should be settled by entry of this Consent Decree. It is the intent of the parties that this Consent Decree be a final and binding settlement in full disposition

of any and all claims alleged against B&V or which might have been alleged against B&V in the Complaint filed on behalf of Charging Party Douglas Haskins and other similarly situated male employees.

STIPULATED FACTS

4. The Parties stipulate and agree that the EEOC is the agency of the United States government authorized to investigate allegations of unlawful employment discrimination, to bring civil actions to prohibit unlawful employment practices and to seek relief for individuals affected by the practices complained of in this lawsuit.
5. B&V is an employer engaged in an industry affecting commerce within the meaning of Section 701(g) and (h) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e(g). B&V had at least fifteen (15) employees for twenty (20) or more calendar weeks during the relevant time period.
6. Pursuant to Title VII, the Parties acknowledge the jurisdiction of the United States District Court for the Eastern District of Michigan (Southern Division) over the subject matter and the Parties to this case for the purpose of enforcing the provisions of this Decree if such enforcement becomes necessary.
7. Venue is appropriate in the Eastern District of Michigan (Southern Division). For purposes of this Decree and proceedings related to this Decree only, the Parties agree that all statutory conditions precedent to the institution of this lawsuit have been fulfilled.

NON-ADMISSION

8. This Decree, being entered with the consent of the EEOC and B&V, shall not constitute an adjudication or finding on the merits of the case and shall not be construed as an admission

by B&V of any violation of Title VII or any other federal law, rule or regulation dealing with or in connection with equal employment opportunities.

MONETARY RELIEF

9. For purposes of this Consent Decree, Haskins will be allocated \$42,500 from the monies he is receiving from B&V to resolve the Title VII claim brought on behalf of Haskins. A copy of each check shall be sent to Laurie A. Young, Regional Attorney, care of Omar Weaver, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226, within fifteen days of issuance of the check. No monies will be paid Haskins under this Consent Decree.
10. In addition, Mark Keith will receive \$20,000.00 and John McIntosh will receive \$30,000.00 in monetary compensation. B&V shall issue 1099 forms for the respective amounts in the ordinary course of business. Keith's funds shall be paid in a lump sum and mailed via certified mail to his home address, which is 1091 Chesaning Road, Montross, MI 48457. McIntosh's funds shall be paid in a lump sum and mailed via certified mail to his home address, which is 1776 Big Trail Road, Walled Lake, MI 48390.

NON-MONETARY RELIEF

11. B&V agrees to develop a sexual harassment policy which complies with the anti-harassment provisions of Title VII of the Civil Rights Act of 1964, as amended. The policy shall contain a procedure for reporting instances of harassment and shall clearly state who an individual may complain to about sexual harassment. Further, the policy shall state that anyone who violates its provisions shall be subject to discipline up to and including discharge. This policy shall be developed no later than sixty (60) days after the entry of this Decree. A draft

policy shall be sent to Omar Weaver, at the previously provided address, for the Commission's approval no more than sixty (60) days after the policy is received from B&V.

NON-DISCRIMINATION

12. B&V, its officers, agents, employees, successors, assigns and individuals in active concert of participation with it, shall comply with Title VII's requirements. Such compliance shall include providing a work environment free from unlawful harassment.

NON-RETALIATION

13. B&V through its directors, officers, agents, successors, assigns and employees, shall not take any action against any person which constitutes intimidation, retaliation, harassment or interference with the exercise of such person's rights under Title VII, which forms the basis for the present case, or because such person gave testimony or assistance or participated in any manner in any investigation or proceeding in connection with this case under Title VII.

TRAINING

14. B&V agrees to provide training to its owners, managers, supervisors and all other employees on Title VII of the Civil Rights Act of 1964, as amended and its prohibitions against sexual harassment. The training will be provided by The Fishman Group. All such training sessions must take place within four (4) months of the entry of the Decree. In addition, B&V shall also provide detailed sexual harassment training to all new managers, supervisors and employees pursuant to its sexual harassment policy which is disseminated to each newly hired employee. This training shall include an overview of B&V's sexual harassment policy and the complaint mechanisms in place if he/she believes that they are being harassed.

During the time that this Decree is in effect, Defendant shall provide the Commission with copies of its training efforts, including the dates of training, format of the training and the names of the attendees.

POSTING OF NOTICE

15. B&V agrees to post a mutually agreeable Notification, attached as Attachment A, in a conspicuous place which sets forth an employee's rights regarding the federal anti-discrimination laws. This Notice shall be posted for sixty (60) days from the entry of this Decree. Should any posted copies of the Notice become defaced, marred or otherwise made unreadable, B&V agrees to post a readable copy of this Notice in the same manner as soon as practical thereafter.

DURATION

16. The provisions of this Consent Decree shall remain in full force and effect for one (1) year upon entry of the decree.

DISPUTE RESOLUTION AND COMPLIANCE

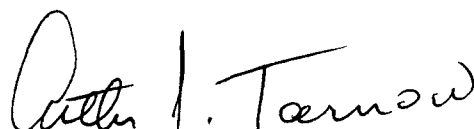
17. The Court shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce this Decree. Upon motion of either party, the Court may schedule a hearing for the purpose of reviewing compliance with this Decree. The parties shall engage in a good faith effort to resolve any dispute as to compliance prior to seeking review by the Court, and shall be required to give notice to each other ten (10) days before moving for such review. All parties may conduct expedited discovery under the Federal Rules of Civil Procedure for purposes of determining compliance with this Decree or

defending against a claim of non-compliance, with fifteen (15) business days notice for depositions, and with fifteen (15) business days for responses to written discovery.

MISCELLANEOUS

18. The Parties agree to pay their respective costs and attorneys fees associated with the investigation, institution and pursuit of this matter including the drafting and enforcement of this Agreement.
19. If any provision of this Decree is found to be unenforceable by a Court, only the specific provision in question shall be affected and the other enforceable provisions shall remain in full force.
20. This Decree constitutes the entire agreement and commitments of the Parties identified in paragraph 1. Any modifications to this Agreement must be mutually agreed upon in writing and signed by the Parties.
21. This Consent Decree constitutes the entry of final judgment, within the meaning of Rule 54 of the Federal Rules of Civil Procedure, on all claims asserted in or which might have been asserted in this action. This Court retains jurisdiction over this matter, however, for the purpose of entering appropriate orders interpreting and enforcing this judgment.
22. The terms of this Consent Decree are and shall be binding upon the present and future owners, officers, directors, employees, creditors, agents, trustees, administrators, successors, representatives, and assigns of B&V.

IT IS SO ORDERED:



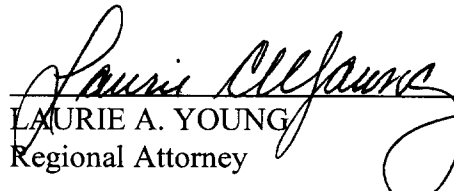
U. S. DISTRICT COURT JUDGE
In The Absence of VICTORIA A. ROBERTS

WE HEREBY CONSENT:

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

JAMES L. LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel


LAURIE A. YOUNG
Regional Attorney

ROBERT K. DAWKINS (P-38289)
Supervisory Trial Attorney

OMAR WEAVER (P58861)
Trial Attorney
DETROIT DISTRICT OFFICE
Patrick V. McNamara Federal Building
477 Michigan Ave, Room 865
Detroit, Michigan 48226
(313) 226-3407

B&V CONSTRUCTION CO.

BY: THE FISHMAN GROUP



STEVEN J. FISHMAN (P13478)
DONALD H. SCHARG (P29225)
Attorneys for Defendant
40950 Woodward Avenue, Suite 350
Bloomfield Hills, MI 48304
(248) 258-8700

ATTACHMENT A

NOTICE

This Notice is being posted as part of a settlement agreement between B&V Construction Company and the United States Equal Employment Opportunity Commission ("EEOC") and to inform you of your rights guaranteed by the federal law under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, *et seq.* ("Title VII"). The Notice is posted in connection with a Consent Decree entered by the United States District Court for the Eastern District of Michigan in *Equal Employment Opportunity Commission v B&V Construction Company*, (Case No. 05-72515).

Title VII prohibits sexual harassment in the workplace. The Equal Employment Opportunity Commission is the federal agency which investigates charges of unlawful employment discrimination and, if necessary, brings lawsuits in federal court to enforce the employment positions of Title VII. Any employee who believes that he/she is the victim of sexual harassment has the legal right to file a charge of discrimination with the U.S. Equal Employment Opportunity Commission.

B&V Construction Company supports and will comply with this federal law in all respects and will not take any action against any employees because they have exercised their rights under this law.

Dated

B&V CONSTRUCTION COMPANY