

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

FILED⁷
Jan 12 2005
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CLERK'S OFFICE
U. S. DISTRICT COURT
EASTERN MICHIGAN

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

VICTORY LANE,

Defendant.

CIVIL ACTION NO. 04-72041

HONORABLE PAUL D. BORMAN

RECEIVED
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U.S. DISTRICT COURT

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PEAR SPERLING EGGAN &
DANIELS, P.C.
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24 Frank Lloyd Wright Drive
Ann Arbor, MI 48105
(734) 665-4441



CONSENT DECREE

1. Plaintiff, the United States Equal Employment Opportunity Commission (the "Commission"), commenced this action in the United States District Court for the Eastern District of Michigan, alleging that the Defendant, Victory Lane, ("Defendant"), subjected the Charging Party, Anna Brooks, to sexual harassment in violation of Title VII of the Civil Rights Act ("Title VII") of 1990 and Title I of the Civil Rights Act of 1991.

2. As a result of settlement discussions, the Commission and the Defendant 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 the Defendant or which might have been alleged against the Defendant in the Complaint.

STIPULATED FACTS

3. The Commission is the agency of the United States government authorized by Title VII to investigate allegations of unlawful employment discrimination against women and to bring civil actions to prohibit unlawful practices, and to seek relief for individuals affected by such practices.

4. Pursuant to Title VII, the parties acknowledge the jurisdiction of the United States District Court for the Eastern District of Michigan, over the subject matter and the parties to this case for the purpose of entering this Consent Decree and, if necessary, for enforcing this Consent Decree.

5. Venue is appropriate in the Eastern District of Michigan. For purposes of this Consent Decree and any proceedings related to this Consent Decree only, the Defendant agrees that all statutory conditions precedent to the institution of this lawsuit against it have been fulfilled.

FINDINGS

6. Having examined the terms and provisions of the Consent Decree and based on the pleadings, records, and stipulations of the parties, the Court finds the following:

a. The Court has jurisdiction over the subject matter of the action and the parties to this action.

b. The terms and provisions of this Consent Decree are fair, reasonable, and just. The rights of the Defendant and the Commission are protected adequately by this Consent Decree.

c. This Consent Decree conforms with the Federal Rules of Civil Procedure and Title VII, and is not in derogation of the rights and privileges of any person. The entry of this Consent Decree will further the objectives of Title VII and other applicable law and will be in the best interests of the parties and those for whom the Commission seeks relief.

NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

NON-ADMISSION

7. This Consent Decree, being entered with the consent of the Commission and the Defendant, shall not constitute an adjudication or finding on the merits of the case and shall not be construed as an admission by the Defendant of any violation of Title VII or any other law, rule or regulation dealing with or in connection with equal employment opportunities. Similarly, consent to performance under this Consent Decree by the Commission does not constitute an admission that any claim asserted by it in this lawsuit was not valid or that any defense of the Defendant was valid.

NON-DISCRIMINATION

8. The Defendant, its officers, agents, employees, successors, assigns and all persons in active concert or participation with them or any of them shall comply with the provisions of Title VII, 42 USC § 12101 et seq., with regard to sex discrimination and sexual harassment.

NON-RETALIATION

9. The Defendant 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 because of the filing of Charge No. 230-2003-02098 with the Commission, 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.

MONETARY COMPENSATION

10. Defendant shall pay Anna Brooks the total sum of seven thousand five hundred dollars (\$7,500). This monetary compensation shall be paid in one check made payable to Anna Brooks, c/o Mr. and Mrs. Brooks, 12710 Tuttle Hill, Willis, MI 48191. Defendant shall mail this payment no later than fifteen (15) days of entry of this decree with the court. No tax withholdings will be deducted and Defendant will issue a Form 1099 to Anna Brooks for tax purposes. Defendant shall mail copies of the check to Adele Rapport, Regional Attorney, 477 Michigan Avenue, Suite 865, Detroit, Michigan 48226. The Commission shall have the right to monitor compliance with this paragraph through inspection of all documents relating to said disbursement, including but not limited to, a copy of the check, check stub, return receipt, letters, and any other documents evincing payment hereunder.

TRAINING AND/OR EDUCATIONAL PROGRAMS

11. Defendant agrees to train all managers and supervisors, including its corporate office, on the laws prohibiting employment discrimination, addressing all forms of protected class discrimination, including sexual harassment. All employees, as stated above, will receive this training within four (4) months of entry of this decree. Defendant will provide all new employees with training and/or information pursuant to its sexual harassment policy and complaint process which is disseminated to each newly hired employee. During the time that this Decree is in effect, Defendant shall provide the Commission with copies of its training efforts, including but not limited to, the dates of training, format of the training and the names of the attendees.

POSTING OF NOTICE

12. Defendant agrees to post the notice attached as exhibit A to this decree.

DURATION

13. This Consent Decree shall remain in effect for twenty-four (24) months.

DISPUTE RESOLUTION AND COMPLIANCE

14. The Court shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce this Consent Decree. Upon motion of any party, the Court may schedule a hearing for the purpose of reviewing compliance with this Consent 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 Consent Decree or defending against a claim of non-compliance, with fifteen (15) business days notice for depositions, entry to premises and access to documents and, with fifteen (15) business days for responses to written discovery.

MISCELLANEOUS

15. Except as expressly provided herein, all parties shall bear their own costs and expenses of litigation, including attorney fees.

16. 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.

17. If any provision(s) of this Consent Decree is found to be unlawful, only the specific provisions in question shall be affected and the other provisions will remain in full force and effect.

18. The terms of this Consent Decree are and shall be binding upon the present and future owners, creditors and successors of the Defendant.

19. This Consent Decree constitutes the entire agreement and commitments of the parties. Any modifications to this Decree must be mutually agreed upon and memorialized in a writing signed by authorized representatives of the Defendant and the Commission.

20. When this Consent Decree requires or permits the submission by the Defendant of any documents to the Commission, if not otherwise indicated in the Decree, they shall be mailed by certified mail to: Adele Rapport, Regional Attorney, EEOC, Detroit District Office, 477 Michigan Avenue, Suite 865, Patrick V. McNamara Building, Detroit, Michigan 48226.

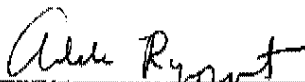
SO ORDERED this the 12 day of January, 2005.



HON. PAUL D. BORMAN
United States District Judge

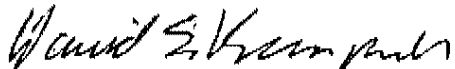
WE HEREBY CONSENT:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION



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VICTORY LANE



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ATTACHMENT A

NOTICE

This Notice is being posted pursuant to a resolution of a lawsuit against Victory Lane by the Equal Employment Opportunity Commission. This Notice is to inform you of your rights guaranteed by federal law under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. ("Title VII"). This federal law prohibits discrimination on the basis of race, color, sex, religion, and national origin with regard to any term or condition of employment, hiring, layoff, recall, promotion, discharge, pay and fringe benefits, and also prohibits retaliation for opposing unlawful employment practices or because an employee has made a charge, testified, assisted or participated in any manner in an investigation or litigation conducted by the United States Equal Employment Opportunity Commission.

The United States Equal Employment Opportunity Commission ("EEOC") is the federal agency which investigates charges of unlawful employment discrimination and if necessary, brings lawsuits in federal court to enforce Title VII.

Victory Lane supports and will comply with Title VII in all respects and will not take any action against any employee because they have exercised their rights under this law.

DATED

VICTORY LANE CORPORATION