

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MINNESOTA

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EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

v.

CIV. NO. 03-6168RHK/ATB

STRATASOFT, INC.

Defendant.

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**CONSENT DECREE**

This action was filed by the Equal Employment Opportunity Commission ("EEOC") on November 14, 2003. In its complaint the EEOC alleges that Defendant, Stratasoft, Inc. ("Defendant"), discriminated against Jenifer R. Bond ("Bond") by maintaining a hostile work environment based upon her sex, and for retaliating against her for her objections to such an environment.

Defendant denies that it has committed any of the violations alleged by the EEOC and Bond; the Defendant asserts that it has policies against discrimination. The EEOC, Defendant and Bond (hereinafter collectively referred to as "the parties") have agreed to settle these claims in order to reach an amicable resolution of this matter and avoid further litigation. The terms of the agreement are set forth below.

I. **Monetary Relief**

A. **Settlement Amount**

CONSENT DECREE

Page 1

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FILED \_\_\_\_\_  
RICHARD D. SLETTEN, CLERK  
JUDGMENT ENTD. \_\_\_\_\_  
DEPUTY CLERK \_\_\_\_\_

The parties agree to settle this case for ONE HUNDRED THIRTY THOUSAND AND NO/100 DOLLARS (\$130,000.00), and Stratasoft shall mail three checks payable to Bond and Lapp, Libra, Thomson, Stoebner & Pusch, Chtd, as described below totaling that amount less withholdings made in accordance with paragraph I. (A)( a), below. The checks shall be sent by certified mail, return receipt requested, to Bond's attorney, David Weinstein, and a copy of the checks shall be mailed simultaneously to the undersigned counsel for the EEOC. The payment is payable within 10 calendar days after the EEOC provides the attorney for Stratasoft a true copy of this Consent Decree as approved by the Court or as otherwise agreed between Bond and Defendant.

The parties stipulate that they have allocated the settlement amount into separate payment categories in recognition of the underlying claims TO BE PAID AS FOLLOWS:

a. Defendant shall issue a check to "Jenifer R. Bond" for lost wages in the amount of FORTY THOUSAND THREE HUNDRED FOURTEEN AND NO/100 DOLLARS (\$40,314.00), less required and ordinary withholdings. Defendant shall issue a Form W-2 to Bond reflecting this payment.

b. Defendant shall issue a check to "Jenifer R. Bond" for compensatory damages in the amount of FORTY-TWO THOUSAND AND NO/100 DOLLARS (\$42,000.00). Defendant shall not withhold or deduct any amounts from this payment. Defendant shall issue a Form 1099 reflecting this payment.

c. Defendant shall issue a check to "Lapp, Libra, Thomson, Stoebner & Pusch, Chtd." for Bond's attorneys fees and costs in the amount of FORTY-SEVEN THOUSAND SIX HUNDRED EIGHTY-SIX AND NO/100 DOLLARS (\$47,686.00). Defendant shall not withhold or deduct any amounts from this payment.

Neither the EEOC nor Defendant make any representation, or assume any responsibility for any tax liability, assessments, interest, penalties and/or costs that Bond may or may not incur on such payments or for her treatment of the same under local, state and/or federal law.

**II. Non-Monetary Terms**

**A. Compliance with Title VII**

Defendant reaffirms its commitment to comply with Title VII of the Civil Rights Act of 1964, including its prohibitions against sexual harassment and retaliation.

**B. Training**

Defendant shall provide annual training on harassment and retaliation to all of its supervisors, managers and administrators. This training will instruct all of such supervisors, managers and administrators on the policies and procedures of reporting, responding to and investigating claims of discrimination including those relating to harassment and the prohibition against retaliation. At least 45 days prior to such annual training, the Defendant shall provide a copy of the proposed training materials to the EEOC, which shall be permitted to comment on the materials. A representative from the EEOC shall be permitted to attend the training as a silent observer. The EEOC representative will not identify himself/herself as a representative of the EEOC to any of such supervisors, managers and administrators, but shall identify himself/herself to James H. Long, Defendant's Chairman.

**C. Creation and Dissemination of Anti-Discrimination Policy**

Defendant shall certify to the EEOC that it has an anti-discrimination and anti-harassment policy. By the approval of Defendant's attorney to this Consent Decree, Defendant hereby certifies that it has an anti-discrimination and anti-harassment policy and that such policy has been provided to all current employees and will be provided to all new employees. Such policy specifically outlines

procedures for reporting complaints of harassment, how the harassment will be investigated and includes the names of persons to whom discrimination complaints should be made.

**D. Creation and Dissemination of Policy for Responding to Complaints of Discrimination**

Within 30 days after the attorney for Bond receives the above-described checks, such receipt to be represented by a United States Mail green card, Defendant shall certify to the EEOC that it has a policy for responding to complaints of harassment, including investigation of such complaints. It will instruct its managers, supervisors, and administrators, on the policy, and take reasonable steps to assure compliance with the policy by its managers.

**E. Posting of Notice**

Defendant agrees to post the notice (Exhibit A hereto) in its facility in a clear and conspicuous location customarily used for the posting of employee notices. Defendant agrees to post this notice within five calendar days after the EEOC provides the attorney for Stratasoft a true copy of this Consent Decree as approved by the Court.

**F. Record-keeping and Reporting**

For three years from the date of this Consent Decree, Defendant shall document and maintain records related to every complaint that it or any manager or supervisor receives from any employee alleging sexual harassment and/or retaliation. During this period, Defendant shall also provide the EEOC with semi-annual reports, with the first report being due five months after the approval of this Consent Decree by the Court. Defendant shall provide the EEOC with a report every six months thereafter throughout the term of this Decree. The reports shall include the following information for each such complaint known to Defendant: the name, address, telephone number, and social

security number of all employees, if any, who, during the reporting period, complained either verbally or in writing about sexual harassment or retaliation; the date and nature of each complaint; the identity of each person to whom each complaint was made; and the action taken by Defendant in response to each complaint. Finally, the EEOC may inspect Defendant's premises, interview employees and examine and copy non-privileged documents. The EEOC shall give written notice one week prior to coming on the premises for inspection.

**G. Revision of All Employment Contracts**

Defendant agrees that it will not, in any litigation or dispute alleging employment discrimination, require an employee to bear the costs, including attorney's fees and witness costs, of such litigation or dispute, except to the extent allowed by the prevailing costs and attorney's fees provisions of the anti-discrimination statutes. Defendant will notify, in writing, within five days of the entry of this Consent Decree, as provided to Defendant by the EEOC in accordance with paragraph I. A., above, all persons employed by Defendant at any time from the year prior to the date of this Decree through the present, and future employees who have signed, or will sign, an employment contract with Defendant which contains provisions which require that such employee bear the costs, including attorney fees and witness costs, of any litigation with Defendant, that such provisions will not be enforced in the event of litigation between such employee and Defendant wherein the employee alleges against Defendant violations of federal anti-discrimination statutes, except as provided in the first sentence of this paragraph G, and/or does not allege any other cause that would otherwise permit Defendant to recover the costs, including attorney fees and witness costs, of any such litigation. Such notices to employees will be made by United States Mail, postage prepaid, to the last known address of such employee(s). Defendant agrees that within 30 days after

entry of this Consent Decree it will revise its future written employment agreement(s) to provide as stated in this paragraph and agrees that it shall not require execution by any new employee any contract not so revised subsequent to entry of this Consent Decree.

**III. Administration Terms**

**A. Impact Upon the EEOC's processing**

The EEOC does not waive or in any manner limit its right to process or seek relief in any other charge or investigation based upon allegations not included in the above-captioned case.

**B. Enforcement of Consent Decree**

If at any time during the duration of this Consent Decree, the EEOC believes that a violation of this Decree has occurred, prior to exercising its right to move to compel enforcement, the EEOC shall give written notice detailing the perceived violation to Defendant. Defendant shall have thirty (30) days from receipt of written notice to investigate and respond in writing to the allegation. Thereafter, the parties shall have a period of thirty (30) days, or such additional period as may be agreed upon in writing by them, in which to engage in negotiation and/or mediation regarding any alleged violation before the EEOC may move to compel compliance.

**C. Certification to the EEOC**

Within 10 calendar days following compliance with the posting and training provisions of this Consent Decree, Defendant will notify the EEOC of such compliance through a letter from an appropriate representative.

**D. Costs and Fees**

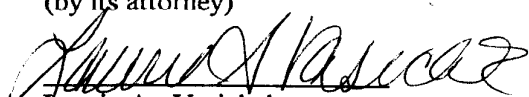
The parties waive their costs and fees.

**E. Enforcement of Terms of Consent Decree and Jurisdiction**

The affirmative obligations under this Consent Decree shall be effective and binding upon the parties for the period of three calendar years from its approval by the Court. This Court shall retain jurisdiction of this action for the purpose of enforcing this Decree and entry of such further orders as may be necessary or appropriate for the same period of time, except that, if any party has, prior to the expiration of the three-year period, commenced proceedings to compel compliance, this Court will retain jurisdiction of the action until all issues relating to such compliance proceedings have been resolved. At the end of the three-year period, or as soon as all enforcement issues (if any) have been resolved, whichever occurs last, this Court will dissolve the Consent Decree and will dismiss this action with prejudice without further motion by any party.

I have read the foregoing Consent Decree, and accept and agree to the provisions contained therein.

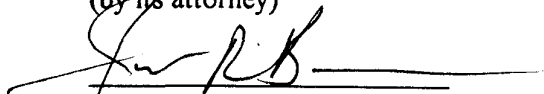
EEOC:  
(by its attorney)



Laurie A. Vasichek  
Senior Trial Attorney  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
Minneapolis Area Office  
330 S. Second Ave., Suite 430  
Minneapolis, Minnesota 55401  
(612) 335-4047

11-14-03  
Date

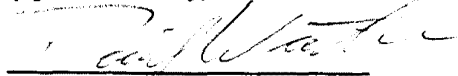
STRATASOFT, INC.:  
(by its attorney)



Jack R. Bailey  
6200 Savoy, Suite 260  
Houston, Texas 77036  
(713) 783-7480

11-12-03  
Date


JENIFER R. BOND:  
(by her attorney)

  
\_\_\_\_\_  
David C. Weinstein  
Lapp, Libra, Thomson, Stuebner & Pusch  
One Financial Plaza  
Suite 2500  
120 South Sixth Street  
Minneapolis, Minnesota 55402  
(612) 338-5815

11/13/03  
\_\_\_\_\_  
Date

**ORDER**

SO ORDERED this 20<sup>th</sup> day of November, 2003.

  
\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE

77BondConsentDecreeFinal



77BondNoticeFinal

**EXHIBIT A**

**NOTICE TO EMPLOYEES**

<b>EQUAL EMPLOYMENT OPPORTUNITY</b>	)
<b>COMMISSION,</b>	)
	)
<b>Plaintiff,</b>	)
	)
<b>v.</b>	)
	)
<b>STRATASOFT, INC.,</b>	)
	)
<b>Defendant</b>	)
	)
	)
	)

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This Notice is being posted pursuant to an agreement between the U.S. Equal Employment Opportunity Commission (EEOC), and Stratasoft, Inc. ("Stratasoft"). A Charge was filed with the EEOC alleging that Stratasoft violated Title VII by sexually harassing and retaliating against an employee. Although Stratasoft contends it did not discriminate against, harass, or retaliate against any employee, as part of the agreement, Stratasoft has agreed to take the following steps:

1. Without admitting any violation of the law in the past, Stratasoft will not engage in any type of discrimination or retaliation prohibited by Title VII.
2. Stratasoft will provide training to its supervisors, managers, and administrators with regard to its policies forbidding any such discrimination.
3. Stratasoft will issue its anti-discrimination policy to all of its employees outlining that sexual harassment and retaliation is prohibited.

The EEOC enforces Title VII, which prohibits job discrimination based on race, color, religion, sex or national origin, the Age Discrimination in Employment Act, the Equal Pay Act, prohibitions against discrimination against individuals with disabilities in the federal sector, sections of the Civil Rights Act of 1991, and Title I of the Americans with Disabilities Act, which prohibits discrimination against people with disabilities in the private sector and state and local governments. The Houston office of the EEOC is located at 1919 Smith St., 7th Floor, Houston, Texas. The office is open Monday through Friday. The hours to file a claim without an appointment are 7:30 a.m. to 10:30 a.m. Appointments may be scheduled for 1:00 p.m., 1:30 p.m., 2:00 p.m. and 3:00 p.m. Persons interested in contacting the EEOC may do so either by visiting, or writing, or by calling (713) 209-3320 or (800) 669-4000.

Date: \_\_\_\_\_

\_\_\_\_\_  
James H. Long, Chairman of the Board  
of Stratasoft, Inc.

For Immediate Release  
October 30, 2003

## **PRESS RELEASE**

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA  
300 South Fourth Street, Suite 202, Minneapolis, Minnesota  
Contact: Richard D. Sletten, Clerk, (612) 664-5026

### **FEDERAL COURT AMENDS LOCAL PRACTICE RULES**

The U.S. District Court for the District of Minnesota announces the approval, of amendments to its local rules of practice recommended by the Court's Federal Practice Committee chaired by Minneapolis Attorney Jeff Keyes of the Briggs and Morgan law firm.

Local Rules 67.1 and 83.11 amendments:

#### **LR 67.1 MONEY PAID INTO COURT**

Unless otherwise ordered by the Court, all monies coming into the registry of this Court shall be deposited in an interest bearing account in a depository approved by the Treasurer of the United States, subject to withdrawal by checks drawn by the Clerk of Court pursuant to orders of the Court. The Clerk of Court shall deduct from the income earned on the investment a registry fee, as set by the Director of the Administrative Office of the United States Courts. The fee will be deducted when funds are withdrawn and distributed. For further registry fee information, refer to the Guide to Judiciary Policy and Procedures Chapter VII, Financial Management, Part I, Registry Funds.

#### **LR 83.11 DIVISIONS, OFFICES OF THE CLERK, CALENDARS**

(a) Divisions. The State of Minnesota constitutes one judicial district, divided into six divisions. Cases in this District are assigned to particular divisions and particular judges pursuant to the Order for Assignment of Cases that has been adopted by the Judges of the District Court. The Order for Assignment of Cases may be modified from time to time as the District Court Judges see fit.

(b) Offices of the Clerk. The Clerk of Court maintains offices in St. Paul, Minneapolis, and Duluth. The St. Paul, Minneapolis and Duluth offices are open from 8:00 a.m. to 5:00 p.m. All offices are open Monday through Friday, with the following exceptions: New Year's Day; Martin Luther King, Jr.'s Birthday; President's Day; Memorial Day; Independence Day; Labor Day; Columbus Day; Veterans Day; Thanksgiving Day; and Christmas Day.

The files for matters pending before the Court are maintained in the office in the division to which the case is assigned. However, papers relative to any case may be filed in any office.

(c) Calendars. The Court operates on an individual calendar system. Judges in active service are assigned and assume responsibility for their proportionate share of the total cases filed in the district. Inquiries as to motions, probable trial date, or other matters having to do with a particular case may be addressed to the deputy clerk serving as calendar clerk for the Judge to whom the case has been assigned.