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IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION

FILED

OCT X 1 2001

U. S. DISTRICT COURT
EASTERN DISTRICT OF MO
ST. LOUIS

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
and)
)
SHARRON JONES and)
KENYA SHELLEY,)
)
Plaintiff-Intervenors)
)
v.)
)
SPIRTAS CO. and ARNOLD R. SPIRTAS)
CO. d/b/a SPIRTAS WRECKING CO.,)
CENTRAL C&D RECYCLING, INC.,)
and SPIRTAS INDUSTRIAL SERVICES,)
INC.)
Defendants)

CIVIL ACTION NO. 4:00CV01428
CDP

CONSENT DECREE

Plaintiff, Equal Employment Opportunity Commission (the "EEOC"), has instituted this action alleging that Defendants, Spirtas Co. and Arnold R. Spirtas Co. d/b/a Spirtas Wrecking Co., Central C&D Recycling, Inc., and Spirtas Industrial Services, Inc. (Spirtas) intentionally discriminated and retaliated against Kenya Shelley and Sharron Jones because they complained about this alleged discrimination.

For purposes of settlement and compromise only, the parties have advised the Court that they wish to resolve the instant controversy without the expense, delay, and burden of further litigation;

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THEREFORE, it is the finding of this Court, made on the pleadings and on the record as a whole and upon agreement of the parties, that: (i) this Court has jurisdiction over the parties to and the subject matter of this action; (ii) the requirements of Title VII will be carried out by the implementation of this Decree; (iii) this Decree is intended to and does resolve all matters in controversy in this lawsuit among the parties; and (iv) the terms of this Decree constitute a fair and equitable settlement of all issues in this lawsuit.

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

I. General Provisions

1. This Decree, being entered with the consent of the parties for purposes of settlement, shall not constitute an adjudication on the merits of this lawsuit and shall not be construed as an admission by Defendants of any violation of Title VII or any executive order, law, rule or regulation dealing with or in connection with race discrimination or retaliation for opposing unlawful employment practices.

2. Defendants agree that they shall not discriminate against any employee or applicant on the basis of race with respect to wages, compensation, discharge, and all terms or conditions of employment and Defendants Spirtas Co. and Arnold R. Spirtas Co. d/b/a Spirtas Wrecking Co., Central C&D Recycling, Inc. and Spirtas Industrial Services, Inc. (Defendants) specifically deny having engaged in such alleged conduct.

3. Defendants agree that they shall not discriminate or take any adverse employment action against any person because he or she: (a) has opposed any practices alleged in this lawsuit as unlawful under Title VII; (b) has participated in any investigation conducted under

Title VII connected with or leading up to this lawsuit; (c) has participated in this lawsuit; or (d) has benefited or will benefit in any way as a result of this Consent Decree.

II. Relief

1. Not later than October 1, 2001, Defendants shall deliver three cashier's checks to counsel of record for Plaintiff Intervenors. Two checks shall be made payable in equal gross amounts of \$25,000.00, less applicable withholdings as described below, to Sharron Jones and Kenya Shelley. The parties agree that these gross amounts include \$10,000.00 in gross backpay each for Sharron Jones and Kenya Shelley, and that from this backpay portion of the total Defendants shall withhold federal and state income taxes and the employee's portion of FICA. The parties agree that the compensatory damages portion of each of these checks shall be \$15,000.00. Defendants shall withhold only state and federal income taxes from the compensatory damages portion of these checks. Defendants agree to prepare a complete statement of withholdings for each of these two checks and to submit them with the checks when they are delivered. The third check shall be in the gross amount of \$25,000.00 and shall be made payable to William E. Moench.

2. Not later than October 1, 2001, Defendants shall deliver a cashiers check to counsel of record for Plaintiff EEOC made payable to Larry Jenkins in the gross amount of \$4,000.00, less applicable withholdings as described below. The parties agree that this amount is as and for backpay, and that Defendants shall withhold federal and state income taxes and the employee's portion of FICA. Defendants agree to prepare a complete statement of withholdings for this check and to submit it with the check when it is delivered.

3. Not later than October 1, 2001, Defendants shall deliver a cashier's check to counsel of record for Plaintiff made payable to Charles Jones in the gross amount of \$1,000.00, less applicable withholdings as described below. The parties agree that this amount is as and for backpay, and that Defendants shall withhold federal and state income taxes and the employee's portion of FICA. Defendants agrees to prepare a complete statement of withholdings for this check and to submit it with the check when it is delivered.

4. Not later than October 1, 2002, Defendants shall deliver three cashier's checks to counsel of record for Plaintiff Intervenors. Two checks shall be made payable in equal gross amounts of \$11,666.50, less applicable withholdings as described below, to Sharron Jones and Kenya Shelley. The parties agree that these gross amounts are as and for compensatory damages, and that Defendants shall withhold only state and federal income taxes from these checks. Defendants agree to prepare a complete statement of withholdings for each of these two checks and to submit them with the checks when they are delivered. The third check shall be in the gross amount of \$11,667.00 and shall be made payable to William E. Moench.

5. Not later than October 1, 2003, Defendants shall deliver three cashier's checks to counsel of record for Plaintiff Intervenors. Two checks shall be made payable in equal gross amounts of \$18,333.00, less applicable withholdings as described below, to Sharron Jones and Kenya Shelley. The parties agree that these gross amounts are as and for compensatory damages, and that Defendants shall withhold only state and federal income taxes from these checks. Defendants agree to prepare a complete statement of withholdings for each of these two checks and to submit them with the checks when they are delivered. The third check shall be in the gross amount of \$18,334.00 and shall be made payable to William E. Moench.

6. Not later than October 1, 2004, Defendants shall deliver three cashier's checks to counsel of record for Plaintiff Intervenors. Two checks shall be made payable in equal gross amounts of \$10,000.00, less applicable withholdings as described below, to Sharron Jones and Kenya Shelley. The parties agree that these gross amounts are as and for compensatory damages, and that Defendants shall withhold only state and federal income taxes from these checks. Defendants agree to prepare a complete statement of withholdings for each of these two checks and to submit them with the checks when they are delivered. The third check shall be in the gross amount of \$10,000.00 and shall be made payable to William E. Moench.

7. On receipt of the first checks described in paragraph 1 above, Plaintiff Intervenors' counsel shall deliver executed releases as attached in Exhibits B and C by certified mail to Defendants' counsel of record. However, the parties agree that the releases are not effective until the checks described in paragraphs 4, 5 and 6 above have been delivered to counsel for Plaintiff Intervenors.

8. Within fifteen (15) days after each payment described above, Defendants shall send a copy of the checks and statements of deductions described above to the EEOC's Regional Attorney at its St. Louis District Office.

III. Posting of Policies

1. Within thirty (30) days of the entry of this Decree, Defendants shall post and cause to remain posted in all of its facilities copies of the "Notice to Employees," attached hereto as Exhibit A, in a location publicly visible to all employees. Such "Notice to Employees" shall remain posted for a period of two (2) years from the entry of this Decree. Such policy shall

be signed and dated by Eric Spirtas, with a copy of the signed and dated policy mailed to the Regional Attorney immediately following its posting.

2. Within thirty (30) days of the entry of this Decree, Defendants shall post and cause to remain posted at all of its facilities the notices required to be displayed in the workplace (29 C.F.R. §1601.30).

3. Within thirty (30) days of the entry of this Decree, Defendants shall adopt and implement the "Policy on Discrimination and Retaliation," attached hereto as Exhibit D, shall disseminate such policy to all of its employees and shall have discussions of such policy with each of Defendants' managers and supervisors. Such policy shall be signed and dated by Eric Spirtas with a copy of the signed and dated policy mailed to the Regional Attorney immediately following its posting.

4. Within forty-five (45) days of the entry of this Decree, Defendants shall obtain the signatures of each of its managers and supervisors on Exhibit E attached hereto, thereby certifying the receipt of such policy by each manager and supervisor.

IV. Reporting, Record-keeping, and Access

1. Defendants shall, within thirty (30) days of receipt, provide written notification to the EEOC's Regional Attorney in its St. Louis District Office of any internal complaints of racial discrimination made by any employee. Such notification shall include the name(s) of the complaining employee(s), a description of the investigation of the complaint(s), the finding of the investigation and a description of action taken and/or resolution of the complaint(s). The notification requirement will be in effect for two (2) years from the entry of this Decree.

2. Within forty-five (45) days of the entry of this Decree, Defendants shall prepare and submit to the EEOC's Regional Attorney in its St. Louis District Office a letter affirming that they have complied within the terms of Section III above. Defendants shall, concurrent with the submission of such affirmation, forward to the EEOC's Regional Attorney copies of Exhibit E signed by each of their managers and supervisors.

V. Term and Effect of Decree

1. By entering into this Decree, the parties do not intend to resolve any charges of discrimination currently pending before the EEOC other than the charges that created the procedural foundations for the complaint in this case.

2. Except as set forth in paragraph 3, below, this Decree shall be binding upon the parties hereto, their successors and assigns. Defendants shall affirmatively notify any purchasers of the obligations of this Decree prior to any sale which may take place.

3. This Decree shall be in effect for a period of two (2) years from the date of entry and can be extended only for good cause shown. During the Decree's term, the Court shall retain jurisdiction of this cause for purposes of compliance.

4. The Commission and Defendants shall each bear their own costs and attorney's fees.

VI. Mutual Non-Disparagement

Plaintiff Intervenors and Defendants agree that they shall, hereafter, make no disparaging comments to any person or organization regarding each other, their employment relationship, this lawsuit and the claims and defenses raised herein.

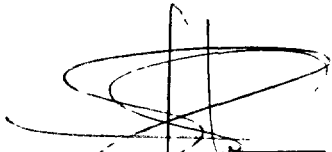
VII. Judgment

Judgment for Plaintiff and Plaintiff Intervenors is hereby entered accordingly.

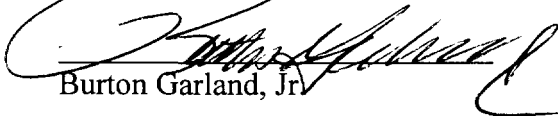
10/1/01
Date


UNITED STATES DISTRICT JUDGE


BY CONSENT:
FOR DEFENDANT SPIRTAS:



Eric J. Spirtas

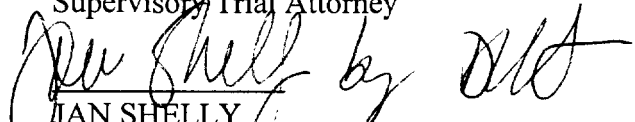

Patricia McFall

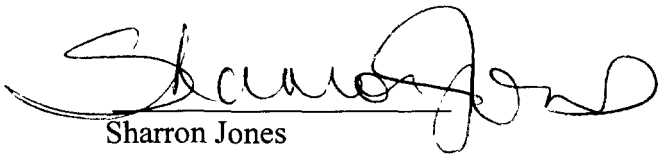

Burton Garland, Jr.

FOR PLAINTIFF:

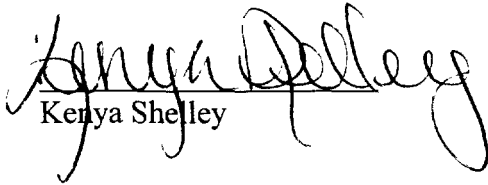

ROBERT G. JOHNSON
Regional Attorney


DONNA L. HARPER
Supervisory Trial Attorney


JAN SHELLY
Senior Trial Attorney



Sharron Jones



Kenya Shelley



William Moench
for Plaintiff-Intervenors

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
St. Louis District Office
Robert A. Young Federal Bldg.
1222 Spruce, Room 8.100
St. Louis, MO 63103
(314) 539-7918

(Sirtas letterhead)

NOTICE TO EMPLOYEES

Federal law prohibits discrimination against any employee or applicant for employment because of the individual's race, national origin, color, religion, sex, disability or age (forty and over) with respect to hiring, promotion, firing, compensation, or other terms, conditions or privileges of employment. It also prohibits sexual harassment of employees and retaliation against employees because they have opposed practices they believe discriminate or are unlawful on the basis of race, national origin, color, religion, sex, disability or age (forty and over) or because they have filed charges with the EEOC or participated in or cooperated with an EEOC investigation.

Sirtas supports and will comply with such Federal law in all respects and will not take any action against employees because they have exercised their rights under the law. Sirtas will not tolerate discrimination against any employee or applicant for employment based on that individual's race or retaliation against any employee because an employee reports, protests or opposes any employment practice which is believed by such employee to be unlawful under Federal discrimination laws.

Employees should feel free to report instances of race discrimination or retaliation to any manager or supervisor at any time. Sirtas has established policies and procedures to investigate any such reports promptly and to protect the employee(s) making such reports from retaliation. Employees also should feel free to make complaints about racial discrimination, retaliation or any other possible employment discrimination to the United States Equal Employment Opportunity Commission, 1222 Spruce, Room 8.100, St. Louis Missouri, 63103 (314) 539-7800.

BY: _____, Sirtas

dated: _____, 2001

Exhibit A

Release

In consideration of the payments to me by Spirtas in the amount described in the Consent Judgment and the agreed-upon terms of the Consent Judgment in Equal Employment Opportunity Commission v. Spirtas Co. and Arnold R. Spirtas Co. d/b/a/ Spirtas Wrecking Co., Central C&D Recycling, Inc., and Spirtas Industrial Services, Inc.(Spirtas) No. 4:00CV01428, entered by the Court on the _____ day of _____, 2001, of which this Release is part, I, Sharron Jones, hereby fully and forever release and discharge Spirtas, its successors and assigns, including its directors, officers, employees and agents, from any claim or obligation based on racial discrimination or retaliation in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq., or in violation of the Missouri Human Rights Act, § 213.010 et seq., R.S.Mo., through the date of the execution of this Release.

I have read this Release and I execute it voluntarily, without coercion or threat of reprisal. I have had an opportunity to consult with a private attorney prior to my executing this Release.

IN WITNESS WHEREOF, this Release is signed and executed by me on this ____ day of _____, 2001.

SHARRON JONES

Exhibit B

Release

In consideration of the payments to me by Spirtas in the amounts described in the Consent Judgment and the agreed-upon terms of the Consent Judgment in Equal Employment Opportunity Commission v. Spirtas Co. and Arnold R. Spirtas Co. d/b/a/ Spirtas Wrecking Co., Central C&D Recycling, Inc., and Spirtas Industrial Services, Inc.(Spirtas) No. 4:00CV01428, entered by the Court on the _____ day of _____, 2001, of which this Release is part, I, Kenya Shelley, hereby fully and forever release and discharge Spirtas, its successors and assigns, including its directors, officers, employees and agents, from any claim or obligation based on racial discrimination or retaliation in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq., or in violation of the Missouri Human Rights Act, § 213.010 et seq., R.S.Mo., through the date of the execution of this Release.

I have read this Release and I execute it voluntarily, without coercion or threat of reprisal. I have had an opportunity to consult with a private attorney prior to my executing this Release.

IN WITNESS WHEREOF, this Release is signed and executed by me on this ____ day of _____, 2001.

KENYA SHELLEY

Exhibit C

(Sirtas letterhead)

POLICY ON DISCRIMINATION AND RETALIATION

Pursuant to Title VII of the Civil Rights Act of 1964, as amended, it is unlawful for an employer to subject any employee to acts of discrimination based upon the employee's sex, race, color, religion or national origin, or to permit or encourage a work environment in which such conduct occurs. It is also unlawful for an employer to retaliate against an employee because the employee opposed or otherwise protested an employment practice which he or she believed to be unlawful under Title VII of the Civil Rights Act of 1964, as amended.

Title VII prohibits discrimination based upon race with respect to hiring, promotion, firing, compensation, or other terms, conditions or privileges of employment. It also prohibits retaliation against employees because they have opposed practices they believe discriminate

It is the policy of Sirtas to prohibit the discrimination and retaliation described above. All persons, including managers, supervisors, officers, and owners, who are responsible for such prohibited conduct shall be subject to appropriate discipline, up to and including removal from current position or termination.

Discrimination and retaliation are unlawful and will not be tolerated or condoned by Sirtas. Any employee subjected to discrimination or retaliation may file an internal complaint pursuant to Sirtas' policies and procedures and may file a charge with the U.S. Equal Employment Opportunity Commission ("EEOC"), 1222 Spruce, Room 8.100, St. Louis, MO 63103, (314) 539-7800. Any employee making an internal complaint or filing a charge with the EEOC will not be retaliated against or penalized for taking such action.

BY: _____, Sirtas

dated: _____, 2001

Exhibit D

(Sirtas letterhead)

Receipt Certification

The undersigned managers and supervisors employed by Sirtas certify that each has received a copy of the employer's policy entitled, "Policy on Discrimination and Retaliation," dated _____, 2001, and that each has read the policy as of the date of signature.

NAME	TITLE	DATE
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AN ORDER, JUDGMENT OR ENDORSEMENT WAS SCANNED, FAXED AND/OR MAILED TO THE
FOLLOWING INDIVIDUALS ON 10/02/01 by bkirklan
4:00cv1428 EEOC vs Spirtas Company

42:2000e Job Discrimination (Employment)

Daniel Begian - 2605	Fax: 314-567-5968
Burton Garland - 82115	Fax: 314-567-5968
Donna Harper -	Fax: 314-539-7895
Robert Johnson - 10511	Fax: 314-539-7895
Patricia McFall - 3802	Fax: 314-567-5968
William Moench - 5125	Fax: 314-647-1911
Jan Shelly -	Fax: 314-539-7895
C. Stewart -	Fax: 314-539-7895

SCANNED & FAXED BY:

OCT X 2 2001

MJM