

U.S. Equal Employment Opportunity Commission
Philadelphia District Office
21 South Fifth Street, Suite 400
Philadelphia, PA 19106-2515

Local Office:
21 Newark Center, 21st Floor
Newark, New Jersey 07102

Dawn M. Edge
DME-9705
Counsel for Plaintiff

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

**EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
**BLACKWELL'S BOOK SERVICES,)
)
Defendant.)****

Civil Action No. 04-cv-2589 (FLW)

CONSENT DECREE

This action was instituted by the U.S. Equal Employment Opportunity Commission ("the EEOC" or "the Commission") on June 3, 2004, against Blackwell's Book Services to enforce provisions of Title VII of the Civil Rights of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, ("Title VII"). The EEOC filed this Title VII lawsuit on behalf of Darlene Vaughan, alleging that Blackwell's Book Services subjected her to retaliation when she was terminated after she complained about racial harassment by a white supervisor at the Defendant's facility.

B. This Consent Decree is entered into by and shall be final and binding between the EEOC and Defendant, Blackwell's Book Services, its directors, officers, agents, employees, successors or assigns and all persons in active concert or participation with it, (hereinafter collectively referred to as "Defendant" or "Blackwell's").

C. EEOC and Blackwell's agree to entry of this Consent Decree, which shall fully and

finally resolve all claims the EEOC raised in its Complaint in Civil Action No. 04-cv-2589. This Decree is entered into in compromise of the claims asserted in this civil action. Blackwell's denies any wrongdoing, fault, liability or admissibility by any party regarding the merits of any claims asserted by the EEOC. Blackwell's denies that it violated Title VII.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

NON-RETALIATION

1. This Court has jurisdiction over the parties and subject matter of this action.
2. Blackwell's is enjoined from engaging in any employment practices which retaliate in any manner against any person, including but not limited to Darlene Vaughan, because of that person's opposition to any practice made an unlawful employment practice under Title VII or because that person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing under Title VII.
4. Blackwell's shall not divulge, directly or indirectly, to any identifiable employer or potential employer of Darlene Vaughan any of the facts or circumstances related to the claims of discrimination against Blackwell's in this case or any of the events relating to her participation in the litigation of this action.
5. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of Blackwell's under Title VII or the EEOC's authority to process or litigate any charge of discrimination now pending or filed in the future against Blackwell's.

MONETARY RELIEF

6. Blackwell's agrees to pay the sum total of \$65,000 to Darlene Vaughan. In order to receive this monetary payment, Ms. Vaughan will be required to execute a Release presented by

Blackwell's to her and her private attorney.

7. Within fourteen days after Blackwell's has received Ms. Vaughan's executed Release, Blackwell's will make the monetary payment to Ms. Vaughan. Proof of the payment (consisting of a copy of the check and a copy of the transmittal letter to Ms. Vaughan) shall be mailed to Dawn M. Edge, Trial Attorney, EEOC, 21 S. Fifth Street, Suite 400, Philadelphia, PA 19106.

POSTING OF NOTICE

8. Within 20 business days after entry of this Decree, Blackwell's shall post on all bulletin boards used by Blackwell's for communicating with employees, same-sized copies of the Notice attached as Exhibit A to this Decree. The Notice shall remain posted for eighteen (18) months from the date of entry of this Decree. If posted copies become defaced, removed, marred or otherwise illegible, Blackwell's agrees to post a readable copy in the same manner as heretofore specified.

TRAINING

9. Blackwell's shall provide training on the requirements of Title VII as follows:

(a) Blackwell's agrees to provide annual training sessions for all of its managers and supervisors, and to all Human Resources Department employees, by a trainer or vendor approved by the EEOC to provide training on employee rights and employer obligations under both Title VII and relevant state or local anti-discrimination laws, which training will emphasize what constitutes unlawful harassment and discrimination in the workplace, how to keep the company free from such discrimination, what constitutes unlawful retaliation and will summarize how to conduct a prompt and effective investigation into allegations, complaints or charges of discrimination;

(b) each training session will include a presentation by a high-ranking official of

Blackwell's emphasizing Blackwell's commitment to prevent discrimination and harassment;

(c) Blackwell's shall first provide training in accordance with Paragraph 9 (a) by no later than 120 calendar days after entry of this Consent Decree and also shall provide such training in calendar years 2006.

10. Blackwell's shall obtain the EEOC's approval of its proposed trainer prior to each year's training sessions. Approval can be obtained by requesting it in a letter addressed to Dawn M. Edge, Esq., EEOC, 21 S. 5th Street, Suite 400, Philadelphia, PA 19106.

11. Blackwell's agrees at its expense to provide the EEOC with copies of all pamphlets, brochures, outlines or other written materials provided to attendees of training sessions. Even though the EEOC has approved of or designated a trainer to provide training for one year, it is not required to approve of or designate the same trainer for future training sessions.

12. Blackwell's shall certify to the EEOC in writing within 10 business days after the training sessions required by Paragraph 9 have occurred, that the training has taken place and that all of the required personnel have attended. Such certification shall include: (i) the dates, location and duration of the training session; and (ii) a copy of the registry of attendance, including the name and position of each person in attendance.

RECORD KEEPING

13. For a period of two years following entry of this Decree, Blackwell's shall document and retain in a centralized file in Human Resources records of each complaint of an incident of discrimination or harassment made by any employee, reflecting the date the complaint was made, who made it, what was alleged and the actions, if any, Blackwell's took to resolve the matter, and shall at its expense make such records available for inspection and copying by the EEOC.

Blackwell's also shall maintain records of all actions it takes to prevent discrimination and harassment at all of its facilities, work sites and contract sites during the term of this Consent Decree.

14. Blackwell's shall make all documents or records referred to in Paragraph 13 available for inspection and copying within 10 business days after the EEOC so requests. In addition, Blackwell's shall make available for interview all persons in its employ whom the EEOC reasonably requests for purposes of verifying compliance with this Decree and shall permit a representative of the EEOC to enter Blackwell's premises for such purposes on five business days' advance notice by the EEOC.

15. Nothing in this Decree shall be construed to limit any obligation Blackwell's otherwise may have to maintain records under Title VII or any other law or regulation. After expiration of this Consent Decree, records will be maintained by Blackwell's as required by law and Commission regulations. Nothing in this Decree shall be interpreted to require Blackwell's to disclose to the EEOC any document protected from discovery under any legally-cognizable privilege.

DISPUTE RESOLUTION

16. In the event either party to this Decree believes the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance within 20 days of the alleged non-compliance and afford the alleged non-complying party 20 business days to remedy the non-compliance or satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within 20 business days, the complaining party may apply to the Court for appropriate relief.

MISCELLANEOUS PROVISIONS

17. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.

18. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, successors and assigns of the EEOC and Blackwell's in their capacities as representatives, agents, directors and officers of the EEOC and Blackwell's and not in their individual capacities. This paragraph shall not be construed as placing any limit on remedies available to the Court in the event any individual is found in contempt for a violation of this Decree.

19. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 04-cv-2589.

20. This Consent Decree shall be filed in the United States District Court for the District of New Jersey and shall continue in effect for two years. During this time, this Court shall retain jurisdiction over this matter and the parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate its purposes. Any application by any party to modify or vacate this Consent Decree during such period shall be made by motion to the Court on no less than 30 days' notice to the other party. Should any material disputes under this Decree remain unresolved after this two year period, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Consent Decree) until such time as all disputes have been resolved.

21. The Clerk of the District Court is hereby directed to send a file-stamped copy of this Consent Decree to counsel of record.

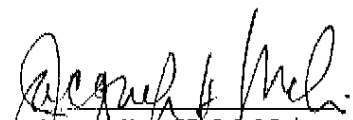
FOR PLAINTIFF EEOC:

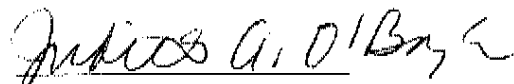
FOR DEFENDANT BLACKWELL'S BOOK SERVICES:

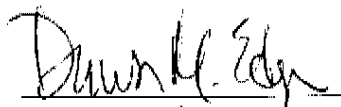
Eric S. Dreiband
General Counsel

James L. Lee
Deputy General Counsel

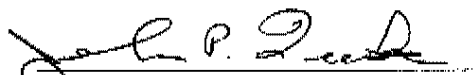
Gwendolyn Young Reams
Associate General Counsel
U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
1801 L Street, NW
Washington DC 20507

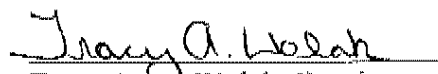

Jacqueline H. McNair
Regional Attorney


Judith A. O'Boyle
Supervisory Trial Attorney


Dawn M. Edge
Trial Attorney
EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
Philadelphia District Office
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(215) 440-2687

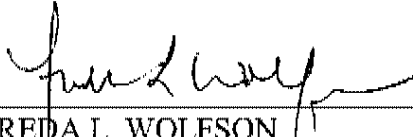
5/24/05
Date


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Tracy Asper Wolak, Esquire
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(856) 795-2121

May 23, 2005
Date

By the Court:



FREDA L. WOLFSON
UNITED STATES DISTRICT JUDGE

Date: May 25, 2005

EXHIBIT- A

NOTICE TO ALL BLACKWELL'S BOOK SERVICES EMPLOYEES

This Notice is posted pursuant to a Consent Decree entered by the federal court for the District of New Jersey in EEOC v. Blackwell's Book Services, Civil Action Number 04-2589, resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Blackwell's Book Services ("Blackwell's").

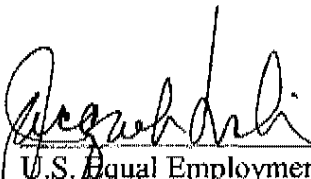
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended ("Title VII"), prohibits discrimination against employees and applicants for employment based upon sex, national origin, race, color or religion. Title VII further prohibits retaliation against employees or applicants who avail themselves of the rights under Title VII by engaging in protected activities, such as filing a charge of discrimination and/or testifying or participating in a Commission investigation. The EEOC is the federal agency which investigates charges of unlawful employment discrimination. The EEOC has the authority to bring lawsuits in federal court to enforce Title VII.

In its lawsuit, the EEOC alleged that Blackwell's subjected an employee to retaliation in violation of Title VII. Blackwell's denied these allegations.

To resolve the case, Blackwell's and the EEOC have entered into a Consent Decree which provided, among other things, that: (1) Blackwell's pay monetary relief to the former employee; (2) Blackwell's not retaliate against any person because he or she opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree; and (3) Blackwell's will train all managers and supervisors regarding Title VII's prohibitions against discrimination, harassment and retaliation.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for eighteen (18) months from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to the: Regional Attorney, EEOC Philadelphia District Office, 21 South 5th Street, Philadelphia, PA 19106.



U.S. Equal Employment Opportunity
Commission

Blackwell's Book Services

DATED: 5/16/05

DATED: _____