

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF NEW YORK

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,  and JOSEPH A. DePRONIO,  v. U.S. SIGNS, INC.,	Plaintiff,  Intervenor,  Defendant.	01-CV-0809E(SR)
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CONSENT DECREE

The parties to this Consent Decree are the Equal Employment Opportunity Commission (hereinafter the "EEOC") and U.S. Signs, Inc. (hereinafter "U.S. Signs").

The EEOC brought this action on November 15, 2001 pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. ("Title VII") and the Civil Rights Act of 1991, 42 U.S.C. § 1981A. The EEOC alleged that U.S. Signs, a company that designs and posts large-scale retail signs, discriminated against Plaintiff-Intervenor when (1) its Senior Account Representative sexually harassed Plaintiff-Intervenor, both in person and through electronic mail, (2) it failed to remedy the harassment even when Plaintiff-Intervenor complained, and (3) it terminated Plaintiff-Intervenor in retaliation for his internal complaints of discrimination.

In addition, Plaintiff-Intervenor filed a Complaint on November 20, 2001 against U.S. Signs, alleging that Plaintiff-Intervenor was subjected to a sexually hostile work environment and retaliated against in violation of federal, state, and local law. Plaintiff-Intervenor's motion to intervene was granted on or about May 30, 2002.

This decree is issued with the consent of the Parties and does not constitute an adjudication or finding by the Court on the merits of the allegation in the Plaintiff's Complaint or Plaintiff-Intervenor's Complaint (collectively "Complaints"). Nothing contained in this Decree shall be construed as an admission of liability on the part of Defendant, which has denied and continues to deny the allegations in the Complaints.

The parties hereto desire to settle this action, and therefore do hereby stipulate and consent to the entry of this Decree as final and binding between the parties and their successors and assigns. The parties agree that it is in their mutual interest to resolve this matter fully without the cost, uncertainty, expense and delay of litigation.

The Decree resolves all matters in Civil Action 01 Civ. 0809(E)SR now pending in the United States District Court for the Western District of New York. The parties agree that this Decree may be entered into without Findings of Fact and Conclusions of Law being made and entered by the Court. No waiver, modification or amendment of any provision of this Consent Decree shall be effective unless made in writing, approved by all parties to this Consent Decree and approved or ordered by the Court.

In consideration of the mutual promises of every party to this Decree, the sufficiency of which is hereby acknowledged, it is agreed and IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. This Decree resolves all of the issues raised by EEOC Charge Number 165A00759 and the Complaints filed in this case.
2. The parties agree that this Court has jurisdiction over the subject matter of this action and over the parties, that venue is proper, and that all administrative prerequisites have been met.

3. No party shall contest the jurisdiction of the federal court to enforce this Decree and its terms or the right of any party to bring an enforcement suit upon breach of any of the terms of this Decree by any other party. Breach of any term of this Decree should be deemed to be a substantive breach of this Decree. Nothing in this Decree shall be construed to preclude the EEOC from bringing proceedings to enforce this Decree in the event that a Defendant fails to perform any of the promises and representations contained herein.

4. U.S. Signs and its managers, officers, agents, successors, or assigns will not discriminate against any individual because of the individual's sex, engage in harassment toward any employee, create a hostile environment for employees due to their sex, or engage in retaliation toward any individual for asserting his or her rights under Title VII. U.S. Signs and its managers, officers and agents will not retaliate against any individual who has participated in this matter in some way, including giving testimony in this matter. This includes, but is not limited to, Plaintiff-Intervenor.

**MONETARY RELIEF**

5. U.S. Signs agrees to pay compensatory damages of \$50,000.00 to Plaintiff-Intervenor, within twenty (20) business days of the date of entry of this Decree.

**NOTICE AND POSTING**

6. No later than ten (10) days from the date of entry of this Decree, U.S. Signs agrees to post a remedial Notice pursuant to this Consent Decree, attached hereto as Exhibit A, in each of U.S. Signs' facilities, in places visually accessible to applicants and employees of U.S. Signs.

**TRAINING**

7. U.S. Signs will provide two (2) hours of anti-discrimination training for all U.S. Signs staff, and two (2) additional hours for all management personnel, to be conducted by Jackson Lewis LLP. The EEOC will be provided with, and be given an opportunity to review and approve, the agenda for the training. U.S. Signs will complete this training within two (2) months of the date of entry of this Decree, and will forward to EEOC a summary of the topics covered and a copy of the attendance sheet(s) within ten (10) days of the completion of each training program.

**POLICY/COMPLAINT PROCEDURE**

8. U.S. Signs agrees to develop and adopt an effective complaint procedure for employees who believe that they have been discriminated against and will distribute such policy to all U.S. Signs employees. Prior to implementation, EEOC will review and approve the proposed procedure in consultation with U.S. Signs' attorneys. If such a procedure is already in place, U.S. Signs will permit the EEOC to review and, if necessary, revise said procedure(s), in consultation with U.S. Signs' attorneys.

9. Each party shall bear its own attorney's fees and costs incurred in this action.

10. This Decree constitutes the complete understanding between the parties. No other promise or agreement shall be binding unless agreed to in writing and signed by these parties.

11. This Decree will remain in effect for two (2) years from the date of entry.

12. For the effective period of this Decree, the EEOC reserves the right to inspect, upon reasonable notice, documents regarding any internal complaint of discrimination

and/or harassment, any reports from the investigation thereof, and documents regarding what action, if any, was taken in response to the complaint.

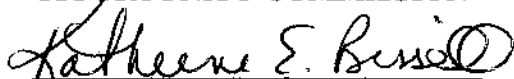
SO ORDERED, ADJUDGED AND DECREED this ~~5th~~ day of June, 2004.



U.S. Magistrate Judge

APPROVED IN FORM AND CONTENT:

FOR THE EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION




Katherine E. Bissell  
Regional Attorney

Lisa E. Sirkin  
Supervisory Trial Attorney

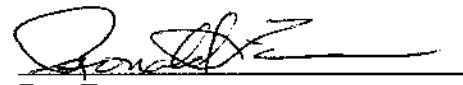
Raechel L. Adams  
Trial Attorney

Equal Employment Opportunity Commission  
33 Whitehall Street, 5<sup>th</sup> Floor  
New York, NY 10004  
(212) 336-3707

FOR U.S. SIGNS, INC.



Lori D. Bauer, Esq.  
Greg A. Riolo, Esq.  
Jackson Lewis LLP  
59 Maiden Lane  
New York, NY 10038-4502  
(212) 545-4000



Ron Farmer  
President, U.S. Signs

EXHIBIT A  
NOTICE TO EMPLOYEES OF U.S. SIGNS, INC.

1. This NOTICE to all employees of U.S. Signs, Inc. is being posted as part of a Consent Decree between U.S. Signs, Inc. ("U.S. Signs") and the U.S. Equal Employment Opportunity Commission ("EEOC").

2. Federal law, Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. ("Title VII") and the Civil Rights Act of 1991, 42 U.S.C. § 1981A, and parallel state and local laws, prohibit employers from discriminating against employees in the terms and conditions of their employment based on employees' race, color, religion, sex, or national origin. With respect to hiring, compensation, promotion, discharge, or other terms, conditions or privileges of employment, this prohibition includes, but is not limited to, harassing employees based on their race, color, religion, sex or national origin, so as to create a hostile work environment.

3. U.S. Signs agrees that it will not discriminate against any individual because of the individual's sex, engage in harassment toward any employee, create a hostile environment for any employee, or engage in retaliation toward any individual for asserting his or her rights under Title VII. U.S. Signs further agrees not to retaliate against any individual who has participated in any matter in some way, including giving testimony.

4. The Equal Employment Opportunity Commission maintains offices throughout the United States, including in Buffalo, New York; Houston, Texas; and Dallas, Texas. Its Buffalo Local Office is located at:

6 Fountain Plaza, Suite 350  
Buffalo, New York 14202  
(716) 551-4441

Its Houston District Office is located at:

1919 Smith Street, 6<sup>th</sup> Floor  
Houston, Texas 77002  
(713) 209-3381


Its Dallas District Office is located at:

207 S. Houston Street, 3<sup>rd</sup> Floor  
Dallas, Texas, 75202-4726  
(214) 655-3355

5. This NOTICE will remain posted until April 1, 2006.

Signed this 31<sup>st</sup> day of May, 2004

U.S. Signs, Inc.

By:   
Ronald Farmer