

JCJ  
U.S. Equal Employment Opportunity Commission  
21 South Fifth Street, Suite 400  
Philadelphia, PA 19106-2515  
Woody Anglade, Trial Attorney  
Attorney for Plaintiff EEOC

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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF PENNSYLVANIA**

**EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )**

**Plaintiff, )**

**Civil Action No. 05-5150 (JCJ)**

**MICHAEL HILL, )**

**Plaintiff-Intervener, )**

v. )

**TARGET CORPORATION. )**

**Defendant. )**

**FILED**

FEB 02 2007

MICHAEL E. KUNZ, Clerk  
By *[Signature]* Dep. Clerk

**CONSENT DECREE**

**INTRODUCTION**

A. This action was instituted by the United States Equal Employment Opportunity Commission (the "EEOC" or the "Commission") on or about September 28, 2005, against Defendant Target Corporation ("Defendant Target") under Title VII of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1991 ("Title VII"). The EEOC alleged that Defendant Target Corporation discriminated against Michael Hill on the basis of his race, African-American, and against a class of African American employees on the basis of their race. Defendant Target denies the EEOC's contentions in their entirety.

B. This Consent Decree is entered into by the EEOC and Defendant Target to avoid further litigation and to resolve disputed claims. This Consent Decree shall be final and binding

between the EEOC and Defendant Target, its directors, officers, agents, employees, successors or assigns and all persons in active concert or participation with it.

C. The Commission and Defendant Target do hereby agree to the entry of this Consent Decree, which shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 05-CV-5150. This Consent Decree shall not constitute an adjudication of or finding on the merits of the case and shall not be construed as a violation of Title VII by Defendant Target, as it denies that it violated Title VII.

D. Unless otherwise indicated, any obligations contained or requirements of Target contained in this Consent Decree shall apply only to Target's store in Springfield, Pennsylvania and Target's employees and agents in that store ("T-1136 Springfield").

#### **CONSENT DECREE**

Upon consent of the parties to this action, it is hereby ORDERED, ADJUDGED and DECREED that:

#### **NON-DISCRIMINATION AND NON-RETALIATION**

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. Defendant Target is enjoined from engaging in any employment practice which constitutes unlawful race discrimination under Title VII at T-1136 Springfield. Specifically, Defendant Target is enjoined from creating, fostering or tolerating a work environment which discriminates based on race at T-1136 Springfield. Defendant Target is also enjoined from failing to promote qualified employees to available positions based on race at T-1136 Springfield.
3. Defendant Target is enjoined from engaging in any employment practices which retaliate in any manner against Hill or the thirteen (13) aggrieved individuals identified by the EEOC during this litigation, because of that individual's opposition to any practice alleged or believed to be

unlawful under Title VII's protections against race discrimination, or because of the filing of a charge, the giving of testimony or assistance, or the participation in any manner in any investigation, hearing or proceeding under Title VII regarding allegations of race discrimination.

4. Defendant Target shall not divulge, directly or indirectly, except as required by law, to any employer or potential employer of Hill or any of the 13 claimants identified in this litigation, any of the facts or circumstances related to Hill's charge of discrimination against Defendant (the "Charge"), or any of the events relating to their participation in the litigation of this matter.

5. Defendant Target shall comply fully with all provisions of Title VII at T-1136 Springfield. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of Defendant Target under Title VII or the EEOC's authority to process or litigate any charge of discrimination which may be filed against Defendant Target in the future, or Defendant Target's ability to defend against any such claims.

#### **MONETARY RELIEF**

##### **Michael Hill**

6. Defendant Target agrees to pay monetary relief of \$275,000.00 to Hill in full settlement of the claims against Defendant Target which were raised in the Commission's Complaint, by sending two checks within ten (10) business days after receipt of an executed and entered Consent Decree and an executed Release from Hill, one of which will be made payable to Hill and one of which will be made payable to his private counsel (Julie A. Uebler). If Defendant Target does not make the payments as designated in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount(s) remaining due, plus attorneys' fees, costs, and interest to be paid at the legal rate, compounded daily. The checks will be mailed to Michael B. Hill, through his attorney Julie A. Uebler, at Uebler Law, 600 West Germantown Pike, Suite 400,

Plymouth Meeting, PA 19462, by certified mail, return receipt requested. Defendant Target will mail a photocopy of the checks to the EEOC, to the attention of Woody Anglade, Trial Attorney, EEOC, The Bourse, 21 South Fifth Street, Suite 400, Philadelphia, PA 19106-2515, within five days of the date of mailing of the checks to Ms. Uebler. In order to receive the monetary relief, Hill must execute a release in the form to be negotiated by Hill and Target. Any late payment will be subject to the accrual of interest on the unpaid amount(s), calculated pursuant to 28 U.S.C. § 1961.

#### **The Class**

7. Defendant Target agrees to pay monetary relief in the total amount of \$500,000.00, to the thirteen (13) aggrieved individuals, in full settlement of the claims against Defendant Target which were raised in the Commission's Complaint. The monetary relief will be paid in the following structured manner: Defendant Target, after the Court's entry of the Consent Decree, shall pay the aggrieved individuals a total of \$500,000. Defendant Target shall pay each aggrieved individual his or her amount within fifteen (15) business days after receipt of an executed Release. The parties further agree that Target shall treat a portion of these payments as either taxable wages subject to withholding on a Form W-2, or as non-wage compensation to be reported on a Form 1099, or a combination of both. If Defendant Target does not make all payments as designated in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount(s) remaining due, plus reasonable attorneys' fees as determined by the Court, costs, and interest to be paid at the legal rate, compounded daily. Should a class member and Target not be able to execute a release within forty-five (45) days of the filing of the Consent Decree, then the monetary amount designated for that class member will be distributed to the remaining claimants, identified in paragraph 7, on an equal basis. The checks will be mailed to the class of individuals by certified mail, return receipt requested, at the addresses provided by the EEOC. Defendant Target will mail a photocopy of each

check to the EEOC, to the attention of Woody Anglade, Trial Attorney, EEOC, The Bourse, 21 South Fifth Street, Suite 400, Philadelphia, PA 19106-2515, within five (5) days of the date of mailing of the checks to the class members.

#### **POSTING OF NOTICE**

8. Within ten (10) business days after entry of this Decree, or as soon as practicable, T-1136 Springfield shall post same-sized copies of the Notice attached as Exhibit 2 to this Decree on all bulletin boards located within the team service center at the store, usually used by the store for communication of human resources matters to employees. The notice shall remain posted for two (2) years from the date of entry of this Decree. Counsel for Defendant Target shall provide a copy of the Notice, and an indication of the date and location of its posting, to the EEOC's Philadelphia District Office, attention Woody Anglade, Trial Attorney, within ten (10) business days of the posting. T-1136 Springfield shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Should the posted copies become defaced, removed, marred, or otherwise illegible, T-1136 Springfield shall as soon as practicable post a readable copy in the same manner as hereto specified.

#### **NON-DISCRIMINATION AND ANTI-HARASSMENT POLICIES AND COMPLAINT PROCEDURES**

9. Defendant Target's policy or policies against discrimination, harassment and retaliation and complaint procedures at T-1136 Springfield shall be drafted in plain and simple language. Defendant Target shall ensure that its policy or policies against discrimination, harassment and retaliation and related complaint procedures at T-1136 Springfield meet the following minimum criteria:

- (a) State that Defendant Target: (i) prohibits discrimination against employees on the

basis of race, and prohibits retaliation in violation of Title VII; (ii) prohibits retaliation against employees for opposing employment practices they reasonably believe are discriminatory or for participating in an investigation by the EEOC or a state or local governmental agency of a charge of discrimination under Title VII; (iii) prohibits any act, policy or practice that has the effect of harassing or intimidating any employee on the basis of race in violation of Title VII; and (iv) prohibits any act, policy or practice that has the effect of creating, facilitating or permitting the existence of a work environment that is hostile to employees through acts such as physical/verbal abuse and derogatory comments based on race in violation of Title VII;

(b) Include a complaint procedure designed to encourage employees to come forward with complaints regarding violations of its policy or policies against discrimination, harassment and retaliation, which shall meet the following minimum criteria: (i) provide effective mechanism(s) for reporting incidents of discrimination, harassment and retaliation; (ii) provide that complaints of discrimination, harassment and/or retaliation can be made either in writing or verbally; (iii) identify employees to whom an employee can make a complaint; (iv) provide a 24-hour toll-free message center that an employee may call to make a complaint of discrimination, harassment or retaliation; (v) provide that, upon an employee's request, Defendant Target will offer translating assistance for filing a written complaint in English or otherwise communicating during the investigation of a complaint; (vi) encourage prompt reporting by employees; and (vii) provide assurances that complainants shall not be subjected to retaliation;

(c) Provide for prompt investigation of complaints of harassment and/or retaliation; and

(d) Provide for prompt communication to the complaining party of the results of the investigation;

(e) Provide for discipline up to and including discharge of an employee or supervisor

who violates Defendant Target's policy or policies against discrimination, harassment and retaliation, and for progressive discipline of repeat offenders.

10. T-1136 Springfield shall distribute to all of its employees and newly-hired employees at its store, its policy or policies against discrimination, harassment and retaliation within ninety (90) days after entry of this Consent Decree.

11. Within ninety (90) days after entry of this Consent Decree, Defendant Target shall advise the EEOC's Philadelphia District Office, that T-1136 Springfield's policy or policies against discrimination, harassment and retaliation have been distributed to current employees and that new employees will receive these policies and an opportunity to acknowledge receipt during the duration of this Decree.

#### **ACCOUNTABILITY**

12. T-1136 Springfield shall promote supervisor accountability by the following conduct during the duration of this Decree:

(a) Providing annual anti-discrimination training to all employees at the supervisor level and above as set forth in Paragraph 13;

(b) Enforcing its policy or policies against discrimination, harassment and retaliation, including use of appropriate counseling and discipline (up to and including discharge) for employees at the supervisor level who violate the policy;

(c) Imposing on all employees at the supervisor level a duty to administer their work areas to ensure compliance with T-1136 Springfield's policy or policies against discrimination, harassment and retaliation; and

(d) Requiring all employees at the supervisor level to report any incidents and/or complaints of racial harassment and/or retaliation of which they become aware to the human

resources function at T-1136 Springfield or, when appropriate, to Defendant Target's District Office for T-1136 Springfield.

### TRAINING

13. T-1136 Springfield shall provide training on the requirements of Title VII on the following terms:

a. T-1136 Springfield shall provide annual training sessions to all of its managers and supervisors who work at its store regarding an employee's rights under Title VII, and the employer's obligations under Title VII, with an emphasis on what constitutes unlawful harassment and differential treatment of minority employees in the workplace, how to keep T-1136 Springfield free of such forms of discrimination, and what constitutes unlawful retaliation;

b. Each training session will include a live presentation by an executive, manager or employee relations professional of Defendant Target, emphasizing Target's commitment to prevent discrimination and harassment;

c. T-1136 Springfield shall first provide training in accordance with Paragraph 13(a) by no later than March 31, 2007. T-1136 Springfield shall then also provide such training on at least one occasion on or before January 1, 2009.

14. In addition to the training described in Paragraph 13, Defendant Target will provide training to all Managers and all employees and supervisors in its Human Resources Department at its District 453 Office, which are responsible for workers employed at T-1136 Springfield, regarding conducting a prompt and effective investigation into allegations, complaints, or charges of employment discrimination.

15. Defendant Target shall submit the name, address, telephone number and curriculum vitae/resume of its trainer, together with the date(s) of the proposed training sessions to the EEOC



within thirty (30) calendar days prior to the first day of the proposed date(s) of training. Defendant Target shall provide the EEOC with any and all copies of pamphlets, brochures, outlines or other written materials provided to the participants of the training sessions at T-1136 Springfield and the District 453 Office.

16. Defendant Target shall certify to the EEOC in writing within five (5) business days after the training sessions have occurred that the training has taken place and that the required personnel have attended.

### **RECORD KEEPING**

17. For a period of two (2) years following entry of this Decree, Defendant Target shall maintain and make available for inspection and copying by the Commission, records of each complaint of any incident of race and retaliation discrimination occurring at T-1136 Springfield. Each such report shall indicate the date the complaint was made, who made it, what was alleged, and what actions T-1136 Springfield took to resolve the matter.

18. Defendant Target shall make all documents or records referred to in Paragraph 17, above, available for inspection and copying within twenty (20) business days after the EEOC so requests.

19. Nothing contained in this Decree shall be construed to limit any obligation T-1136 Springfield may otherwise have to maintain under Title VII or any other law or regulation.

### **DISPUTE RESOLUTION**

20. In the event that either party to this Decree believes that 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 ten (10) business days of the alleged non-compliance and shall afford the alleged non-complying party ten (10) business days to remedy the non-compliance or to 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 within ten (10) business days, the complaining party may apply to the Court for appropriate relief.

#### **MISCELLANEOUS PROVISIONS**

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

22. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of Defendant Target and T-1136 Springfield, as set forth in this Decree, in their capacities as representatives, agents, directors and officers of Defendant Target, 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 that any individual is found to be in contempt for a violation of this Decree.

23. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 05-CV-5150.

24. This Consent Decree shall be filed in the United States District Court for the Eastern District of Pennsylvania and shall continue to be in effect for a period of two (2) years. 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 thirty (30) days' notice to the other party.

25. The Court retains jurisdiction over this case in order to enforce the terms of the Consent Decree.

26. 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:

Ronald Cooper  
General Counsel

James L. Lee  
Deputy General Counsel

Gwendolyn Young Reams  
Associate General Counsel  
Washington, D.C.  
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Jacqueline H. McNair (TRC)  
Jacqueline H. McNair  
Regional Attorney

Terrence Cook  
Terrence Cook  
Acting Supervisory Trial Attorney

Woody Anglade  
Woody Anglade  
Trial Attorney  
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Philadelphia District Office  
21 S. 5th Street, Suite 400  
Philadelphia, PA 19106

**IT IS ORDERED:**

**BY THE COURT:**

J. Curtis Joyner  
J. CURTIS JOYNER  
UNITED STATES DISTRICT JUDGE

DATE: 1-29-07

For Defendant Target Corporation:

Donald M. Lewis  
Donald M. Lewis, Esquire  
Halleland, Lewis, Nilan & Johnson  
U.S. Bank Plaza South, Suite 600  
220 South Sixth Street  
Minneapolis, MN 55402-4501

Joseph G. Schmitt  
Joseph G. Schmitt, Esquire  
Halleland, Lewis, Nilan & Johnson  
U.S. Bank Plaza South, Suite 600  
220 South Sixth Street  
Minneapolis, MN 55402-4501

Barbara A. O'Connell  
Barbara A. O'Connell, Esquire  
Sweeney & Sheehan  
1515 Market Street, 19<sup>th</sup> Floor  
Philadelphia, PA 19102

Xc:  
Anglade  
Veble  
Johnson  
O'Connell

**EXHIBIT 2**

**NOTICE TO ALL TARGET CORPORATION EMPLOYEES**

This Notice is being posted pursuant to a Consent Decree entered by the Federal Court in EEOC, et al. v. Target Corporation, Civil Action Number 05-5150 (E.D. PA.), resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Target Corporation ("Target").

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

In its lawsuit, the EEOC alleged that Target Corporation discriminated against a former employee and a class of African-American employees on the basis of their race (African-American). Defendant denied the EEOC's contentions in their entirety.

To resolve the case, Target and the EEOC have entered into a Consent Decree which is in effect for two years and which provides, among other things, that: (1) Target paid monetary relief; (2) in accordance with its legal obligations Target will not discriminate on the basis of race; (3) in accordance with its legal obligations Target will not retaliate against any person because she or he opposed any practice made unlawful by Title VII, filed a charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree; and (4) Target will train all employees at its Springfield, PA store, regarding race discrimination and Target's policy prohibiting race discrimination.

If you believe you have been discriminated against, you may contact Target's Integrity Hotline at 1 (800) 541-6838 or the EEOC at (215) 440-2600. The EEOC charges no fees and has employees who speak languages other than English.

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

**This Notice must remain posted for two years from the date below and must not be altered, defaced or covered by any other material.**

By: \_\_\_\_\_  
For: Equal Employment Opportunity  
Commission

By: \_\_\_\_\_  
For: Target Corporation