

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TENNESSEE
WINCHESTER DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
)	
and)	
)	
HEATHER CALVERT and)	
SHAWN MCBEE,)	
)	
Plaintiff-Interveners,)	
)	
v.)	NO.: 4:05-CV-60
)	(VARLAN/GUYTON)
BRIDGESTONE/FIRESTONE NORTH)	
AMERICAN TIRE, LLC.,)	
)	
Defendant.)	

CONSENT DECREE

This action was instituted by the Equal Employment Opportunity Commission (hereinafter the “Commission”) pursuant to §706(f) (1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e, *et seq.*, and Title I of the Civil Rights Act of 1991, 42 U.S.C. 1981a, against Defendant, Bridgestone/Firestone North American Tire, LLC, (hereinafter the “Defendant”), to remedy unlawful practices alleged in the Complaint filed in this action. Shawn McBee and Heather Calvert subsequently intervened in this action pursuant to Section 706(f) (1) of Title VII, 42 U.S.C. §2000e-5(f) (1). Bridgestone/Firestone North American Tire, LLC filed its Answer to the Complaint denying that the claims and allegations were meritorious or sustainable.

The Complaints allege that Defendant violated Section 703(a) of Title VII, 42 U.S.C. §2000e *et seq.*, by discriminating against Ms. McBee and Ms. Calvert because of sex (female) in the terms

and conditions of their employment and subjecting them to sexual harassment in the workplace. Defendant denied and denies those allegations. The parties, being desirous of settling this action to resolve their legitimate dispute amicably and responsibly and in respect for each other's positions, stipulate to the jurisdiction of this Court.

This Consent Decree does not and shall not constitute a finding upon the merits of the case or an express or implied admission by Defendant of any violation of Title VII or any other law, rule, or regulation dealing with or in connection with equal employment opportunities. The parties have consented to the entry of this Decree so that they all can avoid the burdens of further litigation and the uncertainty of the outcome of a trial and appeal, and the expense, time, and disruption thereof to all.

The Court has reviewed the terms of the proposed Consent Decree in light of the applicable laws and regulations, the statements and representations of counsel for all parties, the purposes of it as recited herein, and hereby approves the Consent Decree.

NOW, THEREFORE, the Court being fully advised in the premises, it is hereby **ORDERED, ADJUDGED AND DECREED:**

I. SCOPE AND DURATION OF DECREE

A. This Decree resolves all claims and issues arising out of Charge Nos. 253-2003-00057 and 253-2003-00058, the Complaint in Intervention and the Commission's Complaint in this cause. This agreement shall pertain only to matters arising from the aforementioned allegations and denials, which exclusively relate to Defendant's Warren County, Tennessee facility.

B. The provisions of this Consent Decree will be effective on the date the Decree is entered by the Court and shall continue to be effective and binding upon the parties to this action

for a period of two years from the date of the entry of this decree or until its terms are implemented, whichever is longer.

II. RELIEF

A. Defendant and persons acting with it will not engage in an employment practice against any employee on the basis of sex or in retaliation pursuant to Title VII of the Civil Rights Act of 1964, as amended.

B. Within sixty (60) days of entry of this Decree, Defendant shall implement a schedule of training for all supervisory and non-supervisory employees for the purpose of reminding, explaining, and reinforcing its existing policy and procedure for eliminating and preventing sexual harassment in the workplace. That training shall inform Defendant's employees that sexual harassment is strictly prohibited in the workplace, punishable by disciplinary action up to and including termination; and that neither sexual harassment nor retaliation for complaining about sexual harassment will be tolerated or condoned. Defendant shall coordinate with the Equal Employment Opportunity Commission to implement these and related actions to provide effective training for all employees.

C. Defendant's employees shall acknowledge receipt of a copy of its sexual harassment policy and procedure for reporting complaints. An acknowledgement shall be retained.

D. Defendant shall hold each supervisory-level employee responsible for ensuring that his/her supervised area is advised of the Company's intolerance of sexual harassment, that company policies prohibiting employment discrimination are enforced, and that no employee is to be harassed or singled out in any negative way for reporting complaints of harassment. This message shall be a part of the supervisors' job responsibilities on the same basis as other corporate and plant policies.

In addition, Defendant shall monitor the floor radios for non-business purpose transmissions in the Tire Room.

E. In order to resolve all issues and claims herein which arose or could have arisen from the charges filed by Heather Calvert or Shawn McBee, their Complaint in Intervention, or the Complaint filed by the Commission based on their Charge Nos. 253-2003-00057 and 253-2003-00058, and to reimburse them for their time, out of pocket and incurred costs, fees owed to third parties, and related items in connection with their effort herewith, Defendant agrees to make in compromise and amicable resolution of the referenced disputed proceedings, and to end for all the continuance of this disputed litigation, an agreed reimbursement of Eighty-Five Thousand Dollars (\$85,000.00).

F. The compromise payment set out above shall be made as agreeable to counsel and the parties.

III. NOTICE

Defendant shall post and maintain at its Warren County plant, in a location conspicuous and accessible to all applicants and employees the poster summarizing pertinent provisions of Title VII required by Section 711 of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e-10(a).

IV. REPORTING REQUIREMENTS

Within sixty (60) days of entry of this Order, Defendant shall provide the Commission with written verification that the requirements under paragraphs B, C, and D in Section II herein have been satisfied.

V. COSTS

The parties shall bear their own costs and attorneys' fees in this action.

IT IS SO ORDERED.

s/ Thomas A. Varlan
UNITED STATES DISTRICT JUDGE

AGREED AND APPROVED FOR ENTRY:

FOR DEFENDANT:

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