

UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF TENNESSEE  
NASHVILLE DIVISION

EQUAL EMPLOYMENT OPPORTUNITY	)	
COMMISSION,	)	
Plaintiff,	)	
	)	
v.	)	Civil Action No. 3:05-0710
	)	
DIGITAL CONNECTIONS, INC.,	)	Judge Echols
	)	Magistrate Judge Brown
	)	
Defendant.	)	JURY DEMAND

---

**CONSENT DECREE**

---

This civil action was instituted by the Equal Employment Opportunity Commission (the "Commission") against Digital Connections, Inc., pursuant to 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, to remedy the unlawful employment practices alleged in the Complaint filed on September 13, 2005.

The Complaint alleged that Digital Connections, Inc. refused to allow Rebecca Annette Shelley to work in retaliation for her filing a prior charge of discrimination.

Defendant denies that it discriminated or retaliated against Rebecca Annette Shelley in any fashion. The Parties have agreed to this Consent Decree to settle all of the claims involved in this lawsuit. This Consent Decree does not constitute an admission by the Defendant of the allegations in the complaint. The parties to this action desire to avoid the additional expense and delay in the litigation of this case.

In the event this Consent Decree is not approved or does not become final, it

shall not be admissible in evidence in any subsequent proceeding in this action.

This Decree constitutes the complete and exclusive agreement between the Commission and Digital Connections, Inc., with respect to the matters referred to herein. No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing. No representations or inducements to compromise this action have been made between the parties hereto, other than those recited or referenced in this Decree.

The Court has reviewed the terms of this Consent Decree in light of the applicable laws and regulations, the representations of counsel for all parties, and hereby approves the Consent Decree.

It is hereby **ORDERED, ADJUDGED AND DECREED:**

**I. JURISDICTION**

The United States District Court for the Middle District of Tennessee, Nashville Division, has jurisdiction over the parties and the subject matter of this litigation and will retain jurisdiction over this Decree for the purposes of enforcement and dispute resolution.

**II. SCOPE OF DECREE**

A. This Consent Decree resolves all issues and claims arising out of the Commission's complaint in this case, Civil Action No. 3:05 - 0710, alleging unlawful employment practices by Defendant based on Charge No 253-2005-00305 filed by Rebecca Annette Shelley. This Consent Decree shall not be considered in any manner to be dispositive of any other charge which is or may be pending before any office of the

Commission other than Charge No. 253-2005-00305.

B. The provisions of this Consent Decree shall be effective and binding upon the parties to this action for three years after the date of its entry by the Court.

### **III. INJUNCTIVE RELIEF**

A. Defendant, its officers, agents, employees, and all persons acting in concert with Defendant are hereby enjoined from engaging in any employment practice which has the purpose or effect of retaliating against any employee, or applicant for employment, for participating in any proceeding under Title VII or for opposing discriminatory employment practices made unlawful under Title VII of the Civil Rights Act of 1964, as amended.

B. Defendant, its officers, agents, employees, and all persons acting in concert with Defendant are hereby enjoined from engaging in any employment practice which has the purpose or effect of discriminating against any employee on the basis of sex or race pursuant to Title VII of the Civil Rights Act of 1964, as amended.

### **IV. TRAINING**

Defendant shall provide employment-discrimination awareness training to all employees, supervisory, and management personnel at Digital Connections, Inc., according to the following terms:

- (a) the training session will include at least two (2) hours of instruction;
- (b) the training will include the following topics: what constitutes retaliation in violation of Title VII; and Defendant's policy against discrimination and retaliation;
- (c) the training will be conducted by an outside trainer to be agreed upon by the

parties;

(d) within thirty (30) days after execution of this Consent Decree by the parties, Defendant shall submit to the Commission the date of the proposed training session and a detailed outline of the proposed training; the Commission will have thirty (30) days after the date of receipt of such information to accept or reject the training proposal; the Commission will not unreasonably withhold its approval of the proposal. If the Commission does not approve the contents of the training session, the parties shall attempt to resolve the matter and, if unsuccessful, submit the dispute to the Court;

(e) the training session will be conducted within ninety (90) days after the date of the entry of this Consent Decree by the Court or within thirty (30) days of approval of the outline or resolution of disputes relating to same as set forth in (d) above, whichever occurs later; and

(f) any and all new management and supervisory employees will be given training within 30 days of hiring/promotion.

#### **V. INDIVIDUAL RELIEF**

A. In compromise and settlement of these disputed claims, Defendant agrees to pay a total of \$ 20,000.00 compensatory damages.

B. Defendant agrees to make an initial payment of \$2,000.00 on December 1, 2006, and payments of \$2,000.00 on the first of each subsequent month until the individual relief has been paid in full. Full payment terms are set forth in the Promissory Note executed by Defendant, attached to this Decree as Exhibit B.

C. Defendant shall mail cashier's checks, payable to "Chapter 13 Trustee," with written reference on the check to "Bk. No. 06-01356-GP3-13, Rebecca Annette Shelley" to the following address:

Chapter 13 Trustee  
P.O. Box 190664  
Nashville, TN 37219-0664

The Defendant shall also mail a copy of the cashier's checks to:

Sally Ramsey, Senior Trial Attorney  
Equal Employment Opportunity Commission  
50 Vantage Way, Suite 202  
Nashville, TN 37228

#### VI. POSTING OF NOTICE

A. Defendant shall post at its Hendersonville, Tennessee, home office, in a location conspicuous and accessible to all applicants and employees, the Notice attached to this Decree as Exhibit A. Exhibit A shall remain posted for the duration of this Decree.


B. At all times Defendant shall continue to post and maintain at its Hendersonville, Tennessee, home office 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).

C. At all times Defendant shall continue to post and maintain at its Hendersonville, Tennessee, home office, in a conspicuous location accessible to all applicants and employees, a copy of its policy and procedure for reporting or preventing discrimination in the workplace.

**VII. COSTS**

Each of the parties shall be responsible for their own costs and fees.

IT IS SO ORDERED THIS 12<sup>th</sup> DAY OF December 2006.

  
**ROBERT L. ECHOLS**  
United States District Court Judge

Respectfully submitted:

FOR THE DEFENDANT

  
GREGORY H. OAKLEY

TN BPR # 16237

SMALL SOPER & OAKLEY

One Burton Hills Blvd., Suite 300

Nashville, TN 37213

(615) 320-7206

FOR THE COMMISSION

RONALD S. COOPER

General Counsel

JAMES L. LEE

Deputy General Counsel

GWENDOLYN YOUNG REAMS

Associate General Counsel

  
FAYE A. WILLIAMS

Regional Attorney

TN BPR # 11730

EQUAL EMPLOYMENT

OPPORTUNITY COMMISSION

1407 Union Avenue, Suite 621

Memphis, Tennessee 38104

(901) 544-0088

  
SALLY RAMSEY

Senior Trial Attorney

TN BPR # 18859

  
STEVEN W. DILLS

Senior Trial Attorney

TN BPR # 11970

EQUAL EMPLOYMENT

OPPORTUNITY COMMISSION

50 Vantage Way, Suite 202

Nashville, TN 37228

(615) 736-2105

Exhibit A

**NOTICE**

Federal law requires an employer to maintain a workplace free from harassment based on sex (gender), as well as race, color, religion, national origin, age (40 or older), or disability with respect to working environment or terms and conditions of employment. It is a violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, et seq., to retaliate against a person for exercising their rights under the law.

Digital Connections, Inc. agrees to comply with this Federal law in all respects and will not take any action against employees or applicants for employment because they have exercised their rights under the law.

At no time will Digital Connections, Inc. tolerate or condone retaliation against any employee or applicant for employment. Retaliation is a violation of company policy as well as federal law. Violation of this company policy by anyone employed by Digital Connections, Inc. will result in disciplinary action up to and including termination.

*Lee Williams, CEO*

Title:

Digital Connections, Inc.



EXHIBIT B

**PROMISSORY NOTE**

To evidence the agreement of the undersigned as to payments required of it in settlement of the case of Equal Employment Opportunity Commission v. Digital Connections, Inc., (U.S. District Court for the Middle District of Tennessee, Nashville, Civil Action No. 3:05-0710) (the "Case"), the undersigned promises to pay:

On or before December 1, 2006, the payment of Two Thousand and 00/100 Dollars (\$2,000.00) to "Chapter 13 Trustee", referencing Bk. No. 06-01356-GP3-13 -Rebecca Annette Shelley; and on or before the first day of each month commencing January 1, 2007, the payment of Two Thousand and 00/100 Dollars (\$2,000.00) for nine consecutive months, for a total payment of \$20,000.

The undersigned may make a full or partial prepayment of the principal of this Note at any time and from time to time, without penalty or charge. Any such prepayment shall not change the due date or amount of monthly payment due hereunder unless the holder hereof agrees in writing to any such changes.

In the event there is a default in the payment of any part of interest or principal in accordance with the terms hereof, or upon failure of the undersigned to keep and perform all the covenants, promises, agreements, conditions and provisions of this Note, or if any obligor herein makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition for reorganization under the bankruptcy laws or if a petition in bankruptcy is filed against any obligor; or should any levy, attachment or garnishment be issued, or any lien filed against the property of any obligor and not be satisfied or released within thirty (30) days after filing, then, in any such case, the entire unpaid principal sum evidenced by this Note, together with all accrued interest, shall, at the option of the holder, without notice, become due and payable forthwith, and shall thereafter bear interest until paid at the highest rate of interest permitted to be charged under the laws in effect from time to time. Failure of the holder to exercise the right of accelerating the maturity of the debt, or indulgence granted from time to time shall in no event be considered as a waiver of said right of acceleration or stop the holder from exercising said right.

All persons or corporations now or at any time liable, whether primarily or secondarily, for the payment of the indebtedness hereby evidenced for themselves, their heirs, legal representatives and assigns, waive demand, presentment for payment, notice of dishonor protest, notice of protest, and diligence in collection and all other notices or demands whatsoever with respect to this Note or the enforcement hereof, and consent that the time of said payments or any part thereof may be extended by the holder hereof and assent to any substitution, exchange, or release of collateral permitted by the holder hereof, all without in any wise modifying, altering, releasing, affecting or limiting their respective liability.

The term obligor, as used in this Note, shall mean all parties, and each of them, directly or indirectly obligated for the indebtedness that this Note evidences, whether as

principal, maker, endorser, surety, guarantor or otherwise.

It is expressly understood and agreed by all parties hereto, including obligors, that if it is necessary to enforce payment of this Note through an attorney or by suit, undersigned or any obligors shall pay reasonable attorney's fees and all costs of collection.

IN WITNESS WHEREOF, this Note has been duly executed by the undersigned the day and year first above written.

DIGITAL CONNECTIONS, INC.

By: *Lee Withiam*  
CEO ~~PRESIDENT~~ DCI