

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	Civil Action No.
)	04-2679
v.)	
)	
FRED'S STORES OF TENNESSEE, INC.)	
)	
)	
Defendant.)	

CONSENT DECREE

This action was instituted by the Equal Employment Opportunity Commission (hereinafter the "Commission") against the Defendant, Fred's Stores of Tennessee, Inc. (hereinafter "Defendant), to enforce the provisions of 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 to remedy unlawful practices alleged in the Complaint filed in this action.

In the event this proposed Consent Decree is not approved or does not become final, then it shall not be admissible in evidence in any subsequent proceeding in this action. This Decree shall not be admissible in any other civil actions other than actions arising out of the rights and obligations of the parties under this Decree. Defendant denies taking any action that constitutes a violation of Title VII of the Civil Rights Act of 1964, as amended. However, all parties to this action desire to avoid the additional expense and delay in the litigation of this case.

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

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

I. JURISDICTION

The United States District Court for the Western District of Tennessee, Western Division, has jurisdiction over the parties and subject matter of this litigation.

II. SCOPE AND DURATION OF DECREE

A. This Consent Decree resolves all issues and claims arising out of the Commission's Complaint in this cause alleging unlawful employment policies and practices maintained by the Defendant and arising out of Charge No. 250-A3-00147 filed by Charging Party Janice Flinchum with the Commission. Notwithstanding any provisions contained in this Decree, this Agreement shall not be considered in any manner to be dispositive of any charge now pending before any office of the Commission other than Charge No. 250-A3-00147.

B. The provisions of this Consent Decree 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.

III. NON-DISCRIMINATION PROVISION

A. The Defendant, its officers, agents, employees, and all persons acting in concert with the Defendant agree that they shall comply with the provisions of Title VII of the Civil Rights Act of 1964, as amended, with respect to hiring practices utilized in the employment of truck drivers for the transportation department of the Memphis Distribution Center. Defendant will hire applicants for truck driver positions without regard to the applicant's sex.

B. Defendant, its officers, agents, employees, and all persons acting in concert with the Defendant are hereby enjoined from retaliating against any employee for opposing discriminatory employment practices made unlawful under Title VII of the Civil Rights Act of

1964, as amended.

C. Defendant agrees to train its transportation department manager responsible for hiring applicants to fill truck driver positions for the Distribution Center in Memphis in the requirements of Title VII of the Civil Rights Act of 1964, as amended, regarding the prevention of sex discrimination. This training session will be conducted within sixty (60) days of the entry of this Decree. A copy of the training materials and a list of attendees will be provided to EEOC within thirty (30) days of the training session. This same training will be provided to all subsequently hired or promoted transportation department managers with responsibility for hiring positions to be filled for the distribution center in Memphis.

D. Defendant will provide a copy of its discrimination policy to all of its transportation department employees at the Memphis Distribution Center within thirty (30) days of the entry of this Decree.

E. When Defendant has an opening for a truck driver position at its Memphis Distribution Center, the Defendant will first search the open applications on file for suitable candidates. If the open position is not filled from the applications on file, then the Defendant will advertise the vacancy in the Memphis, Tennessee; Jackson, Tennessee; Jackson, Mississippi; or West Memphis, Arkansas areas. Each such advertisement will contain the statement that Defendant is an equal opportunity employer.

F. Nothing in this Decree shall be construed to require the hiring of the unqualified or the hiring of the less qualified over the more qualified.

G. When any resume is received making application for open truck driver positions in the transportation department of the Memphis Distribution Center, the applicant's name, sex, and the date on which the resume was received will be recorded. All resumes making

application for open truck driver positions in the transportation department and all applications for employment prepared following submission of resumes will be retained for record purposes by the Defendant throughout the duration of this agreement and thereafter for sixty (60) days following the date an application is completed.

IV. NON-RETALIATION PROVISION

Defendant, its officers, agents, employees, and all persons acting in concert with Defendant shall not take any retaliatory measure against Janice Flinchum or any employee for opposing practices made unlawful under Title VII of the Civil Rights Act of 1964, as amended, or for making a charge or complaint to the EEOC, testifying, assisting, or participating in any manner in any investigation, proceeding, or hearing under Title VII of the Civil Rights Act of 1964, as amended.

V. NOTICE

Defendant shall conspicuously post at its Distribution Center the notice (poster) required to be posted by Title VII of the Civil Rights Act of 1964, as amended. Furthermore, Defendant shall conspicuously post the notice at Appendix A of this Decree at its distribution center in Memphis, Tennessee, for a one year period commencing within ten (10) days after entry of this Decree by the Court.

VI. REPORTING

In addition to the report required by Paragraph III.C., beginning six months after entry of the decree, the Defendant will provide a report containing a copy of all advertisements placed with the newspaper media for open truck driver positions during the previous six months and a list of all truck drivers hired to work out of the Memphis Distribution Center during the previous six months, including name, sex, and date of hire. Such reports will continue to be

made for each six months during the term of the Consent Decree.

VII. INDIVIDUAL RELIEF

Defendant shall deliver a cashier's check or business check for damages to Janice Flinchum in the amount of Thirty-Thousand Dollars (\$30,000) to the following address:

Janice Flinchum
5940 Braeswood
Millington, TN 38053

The check should be mailed within ten (10) days after entry of this Decree by the Court.

B. Defendant shall forward a copy of the check to Pamela B. Dixon at the EEOC Office in Little Rock, Arkansas.

VIII. COSTS

Plaintiff EEOC and Defendant shall bear their own costs, including attorneys' fees.

SO ORDERED THIS ^{21st} DAY OF February, 2006.


s/ Samuel H. Mays, Jr.

UNITED STATES DISTRICT JUDGE

COUNSEL FOR PLAINTIFF

JAMES LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel

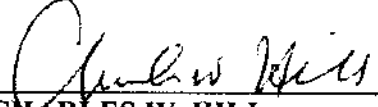

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CHARLES VAIL

APPENDIX A

NOTICE

NOTICE

1. Fred's Stores of Tennessee Inc. has agreed as part of a settlement with the EEOC and Janice Flinchum to post this notice for one year to reinforce the company's policies concerning Title VII.
2. Fred's Stores of Tennessee Inc. has agreed to pay Janice Flinchum damage as part of a settlement with the EEOC and Janice Flinchum.
3. Fred's Stores of Tennessee Inc. is hereby enjoined from engaging in any employment practice which has the purpose or effect of discriminating against any individual on the basis of sex.
4. Fred's Stores of Tennessee Inc. supports and will comply with such Federal laws in all respects. Fred's Stores of Tennessee Inc. will not take any action against employees because they have exercised their rights under the law by filing charges with the Equal Employment Opportunity Commission and/or testified, assisted, or participated in any manner in any investigation, proceeding, or hearing under Title VII.

DATE