

FILED BY *Uke* J.C.C.

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IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF TENNESSEE

R. ... NO  
CL. ... CT.  
W.D. OF TN, MEMPHIS

WESTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY	)	
COMMISSION,	)	
	)	
Applicant,	)	CIV. ACTION NO.
	)	99-2412 M1 A
v.	)	
	)	
NIKE, INC.,	)	
	)	
Respondent.	)	

**CONSENT DECREE**

This action was instituted by the Equal Employment Opportunity Commission ("the EEOC") against Nike, Inc. pursuant to Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e et seq. ("Title VII"), to remedy unlawful employment practices alleged in the Complaint filed in this action.

Specifically, the Complaint alleged that Defendant violated Sections 703(a) and 704(a) of Title VII, as amended, 42 U.S.C. Sections 2000e-2(a) and 2000e-3(a), by terminating Black and White employees because of their races, and by retaliating against a Black employee because he opposed employment practices that discriminated against Blacks. Defendant denies those averments.

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EEOC and Defendant, being desirous of settling this action, stipulate to the jurisdiction of this Court.

This Decree, being entered with the consent of the EEOC and Defendant, is not and shall not be considered an admission of liability or guilt by Defendant regarding the allegations of the complaint, and does not and shall not constitute an adjudication or finding upon the merits of the case and shall in no way be construed as an 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 to avoid the burdens of further litigation.

**WHEREAS** the Court has reviewed the terms of the proposed Consent Decree in light of the applicable laws and regulations, and the statements and representations of counsel for all parties, and has approved the Consent Decree as one which will promote and effectuate the purposes of the Act,

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED:**

**I. SCOPE AND EFFECT OF DECREE**

1. This Decree constitutes a final and binding settlement and resolution as to all issues and claims arising out of or which could have arisen out of the allegations contained in EEOC Charge of Discrimination No. 250-94-0260 filed by Al Green and the Complaint filed by the EEOC in this case.

2. Notwithstanding any provision contained herein, this Decree may not be considered in any manner as evidence with respect to or as dispositive of any other charge now pending before any office of the EEOC, or any other lawsuit pending against Defendant and its subsidiaries and all its divisions.

**II. GENERAL RELIEF**

Defendant and its officers, agents, employees, successors and assigns are enjoined from engaging in any practices that discriminate based on race. Defendant is further enjoined from taking any adverse action taken against any employee of Defendant or any other individual because of said person's participation in or cooperation with the EEOC in the investigation and litigation of this action.

**III. SPECIFIC RELIEF**

In compromise and settlement of these disputed claims, Defendant agrees to pay a sum of twenty thousand dollars (\$20,000.00) to be distributed as compensatory damages among seven individuals as described below.

Defendant will pay five thousand dollars (\$5000.00), less applicable withholding for Federal income tax, by check to Jimmie Michael Haley at the following address: Jimmie Haley, 1316 Leonard St., Tupelo, MS 38801;

Defendant will pay five thousand dollars (\$5000.00), less applicable withholding for Federal income tax, by check to Carl

Smith at the following address: Carl Smith, 4450 Lansford, Memphis, TN 38128;

Defendant will pay five thousand dollars (\$5000.00), less applicable withholding for Federal income tax, by check to Terri Wilks DeBerry at the following address: Terri Wilks DeBerry, 2410 Verdun St., Memphis, TN 38114;

Defendant will pay one thousand two hundred and fifty dollars (\$1250.00), less applicable withholding for Federal income tax, by check to Carole Pierce at the following address: Carole Pierce, 1693 Whitehead Dr., Southaven, MS 38671;

Defendant will pay one thousand two hundred and fifty dollars (\$1250.00), less applicable withholding for Federal income tax, by check to Charles Suttle at the following address: Charles Suttle, 3064 Bluffdale, Memphis, TN 38118;

Defendant will pay one thousand two hundred and fifty dollars (\$1250.00), less applicable withholding for Federal income tax, by check to Teresa Windham Bryan at the following address: Teresa Bryan, 851 Oak Lane, Fernandina Beach, Florida 32034;

Defendant will pay one thousand two hundred and fifty dollars (\$1250.00), less applicable withholding for Federal income tax, to Greg Bradsher at the following address: Greg Bradsher, 914 Hunters Retreat St., Collierville, TN 38017.

Checks will be mailed to the above named individuals within

30 days of entry of this decree by the Court. Copies of the checks will be mailed to the EEOC's Regional Attorney at the following address: Katharine W. Kores, Equal Employment Opportunity Commission, 1407 Union Avenue, Ste. 621, Memphis, TN 38104.

**IV. NOTICE**

Defendant will post a copy of the notice attached hereto as Exhibit A for a period of 60 days in a conspicuous place where it is likely to be seen by Defendant's employees at its Memphis, Tennessee, facilities.

Defendant will continue to keep conspicuously posted at its places of business the notice required under Section 711 of Title VII, 42 U.S.C. Section 2000e-10.

**V. TRAINING**

Defendant will train its managers at its Memphis facilities regarding the requirements of Title VII in a manner that will ensure that race is not considered when making hiring and firing decisions. A sum of \$15,000.00 will be paid by Defendant to effectuate this training. This training will take place within 60 days of the Court's entry of this Decree.

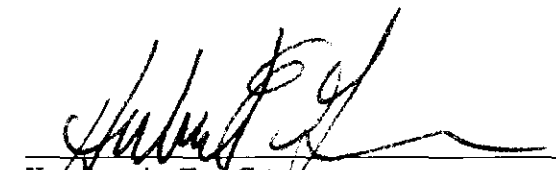
V. COSTS

Each of the parties shall bear its own costs in this action.

SO ORDERED THIS 19 DAY OF Nov., 1999.

  
\_\_\_\_\_  
United States District Judge

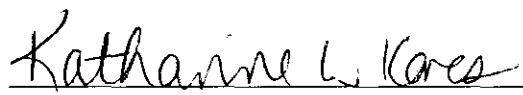
BY CONSENT:  
FOR THE DEFENDANT

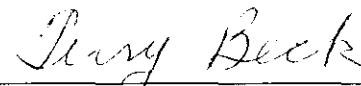
  
\_\_\_\_\_  
Herbert E. Gerson  
Ford & Harrison LLP  
6750 Poplar Avenue  
Suite 600  
Memphis, TN 38138

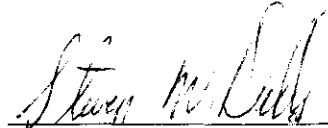
FOR THE PLAINTIFF  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

C. GREGORY STEWART  
General Counsel

GWENDOLYN YOUNG REAMS  
Associate General Counsel

  
\_\_\_\_\_  
KATHARINE W. KORES  
Regional Attorney

  
\_\_\_\_\_  
TERRY BECK  
Supervisory Trial Attorney

  
\_\_\_\_\_  
STEVEN W. DILLS  
Sr. Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
1407 Union Avenue, Suite 621  
Memphis, Tennessee 38104  
Telephone: (901) 544-0136



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Memphis District Office**

1407 Union Avenue, Suite 621  
Memphis, TN 38104  
(901) 544-0115  
TTY (901) 544-0112  
FAX (901) 544-0111

**NOTICE**

1. This Notice to all employees of Nike, Inc.'s Memphis, Tennessee, facilities is being posted as part of an agreement between Nike, Inc. and the Equal Employment Opportunity Commission.
2. Title VII of the Civil Rights Act of 1964 is a federal law that requires that employers not discriminate against employees because of their race, sex, color, religion, or national origin.
3. Nike, Inc. supports and will comply with Title VII in all respects and will not discharge any employee because of the employee's race or in retaliation for having opposed employment practices that discriminate on the basis of race, and 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 or because they testified, assisted, or participated in any manner in any investigation, proceeding, or hearing under Title VII.
4. The posting of this Notice by Nike, Inc. does not constitute an admission by Nike, Inc. or a finding that Nike, Inc. has committed any violation of Federal law.

**EXHIBIT A**