

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

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EQUAL EMPLOYMENT OPPORTUNITY	)	
COMMISSION,	)	
	)	
PLAINTIFF,	)	
	)	
v.	)	No. 2:06-cv-02611-STA-dkv
	)	
SHARP MANUFACTURING COMPANY	)	
OF AMERICA, A DIVISION OF	)	
SHARP ELECTRONICS CORPORATION,	)	
	)	
DEFENDANT.	)	

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**CONSENT DECREE**

**INTRODUCTION**

For purposes of settlement and compromise only, the parties have advised the Court that they wish to resolve the instant controversy without the expense, delay, and burden of further litigation.

This action was instituted by Plaintiff Equal Employment Opportunity Commission (“the Commission”) under Title I of the Americans with Disabilities Act of 1990 (“the ADA”) and Title I of the Civil Rights Act of 1991, to correct alleged unlawful employment practices on the basis of disability and to make whole the Charging Party, Delores Vaughn. The Commission alleged that the Defendant failed to provide Ms. Vaughn with a reasonable accommodation and discharged her because of her disability, osteoarthritis.

Defendant has consistently denied and continues to deny that it engaged in any unlawful employment practices as alleged by the Commission or that it otherwise

violated the ADA. Defendant maintains that the actions of its officials were proper and lawful in all regards.

This Consent Decree, being entered with the consent of the parties for purposes of settlement, shall not constitute an adjudication on the merits of this lawsuit and shall not be construed as an admission by Defendant of any violation of the Americans with Disabilities Act or any executive order, law, rule or regulation dealing with or in connection with discrimination in employment.

This Consent Decree constitutes the complete and exclusive agreement between the parties. 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 other than those recited or referenced in this Decree. In the event this proposed Consent Decree is not approved or does not become final, it shall not be admissible in evidence in any subsequent proceeding in this action.

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, and hereby approves the Consent Decree.

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. GENERAL PROVISIONS**

This Consent Decree, being entered with the consent of the parties for purposes of settlement, shall not constitute an adjudication on the merits of this lawsuit and shall

not be considered as an admission by Defendant of any violation of the ADA or any executive order, law, rule or regulation dealing with or in connection with discrimination in employment.

### **III. SCOPE AND DURATION OF DECREE**

A. This Consent Decree resolves all issues and claims that were alleged or could have been alleged in the Commission's Complaint in this cause or Charge of Discrimination No. 250-2004-03132 filed by Delores Vaughn with the Commission. This Consent Decree shall not be considered to be dispositive of any charge or issue now pending before any office of the Commission other than Charge of Discrimination No. 250-2004-03132.

B. The provisions of this Consent Decree shall continue to be effective and binding upon the parties to this action for one (1) year.

### **IV. NON-DISCRIMINATION AND NON-RETALIATION PROVISIONS**

A. Defendant shall not engage in any employment practice which has the purpose or effect of discriminating against any individual on the basis of their disability as prohibited by the Americans with Disabilities Act of 1990.

B. Defendant shall not take any retaliatory action or measure against any employee, former employee or applicant for opposing practices made unlawful under the Americans with Disabilities Act of 1990 or for making a charge or complaint to the Commission, testifying, assisting or participating in any manner in any investigation, proceeding or hearing under Americans with Disabilities Act of 1990.

**V. AMERICANS WITH DISABILITIES ACT POLICIES  
RELATING TO REASONABLE ACCOMMODATIONS**

Defendant will revise its policies, procedures and protocols related to the provision of reasonable accommodations to employees within sixty (60) days of the entry of the Consent Decree by the Clerk of the Court. The revised policies shall include a written procedure for requesting a reasonable accommodation and engaging in the interactive process. It shall also include the name of the contact person who will be responsible for commencing the reasonable accommodation process when an employee requests an accommodation.

Upon completion of the revised policy relating to reasonable accommodations, Defendant shall distribute the policy within thirty (30) days of its adoption to all current employees then assigned and working for Defendant; distribute the policy to all new employees of Defendant upon the employee's hire; and Defendant shall submit a copy of the revised policy to the Commission to the attention of Deidre Smith, Supervisory Trial Attorney.

**VI. NOTICE POSTING**

It is the practice of the Commission to require, as part of a Consent Decree resolving cases under the ADA, the posting of a notice at an employer's facility for an extended period of time containing the terms of the settlement. As such, Defendant shall conspicuously post at its Memphis, Tennessee, facility the notice (posters) required to be posted pursuant to the Americans with Disabilities Act of 1990. Furthermore, Defendant shall conspicuously post the notice attached to this Decree as Appendix A at its Memphis, Tennessee facility for six (6) months commencing within ten days after entry of this Decree by the Court. Defendant shall confirm in writing to the

Commission within 30 days of the entry of the Decree that the Notice has been posted by the deadline and specifically where it has been posted.

## **VII. INDIVIDUAL RELIEF**

Defendant shall pay Delores Vaughn \$30,000.00 as compensatory damages, and Defendant will issue a 1099. Delores Vaughn, as a part of the settlement has opted to receive disability payments. For this purpose, the date of disability is established as July 1, 2004. Through January 1, 2009, Vaughn has missed 55 payments at her rate of \$178.80, totaling \$9,655.20, for which she will receive a check. Disability payments will end at retirement age, and normal pension payments of \$178.80 will begin at that time unless she does not have a spouse or elects no survivorship option for her spouse if she has one. Within 20 days after entry of the Decree, Defendant shall mail a check payable to Delores Vaughn for this amount to the following address:

Delores Vaughn  
741 Adams Ave.  
Apt. 805  
Memphis, TN 38105

A copy of the check shall be sent to Deidre Smith, Supervisory Trial Attorney, 1407 Union, Suite 901, Memphis, Tennessee 38104.

## **VIII. REPORTING**

A. Defendant will submit two reports to the Commission. The first report will be submitted 6 months after the entry of the Decree and will describe any complaints of alleged failure to provide a reasonable accommodation to employees during the time following the entry of the Decree. The report shall include the name of the complainant, the name of the alleged discriminator, a summary of the complaint, the results of any

investigation of the complaint, any action taken by Defendant in response to each complaint, and how each complaint was resolved.

B. The second report will be submitted 12 months after the entry of the Decree and will provide the same information described in paragraph A above for the period from when the first report was submitted through the date the second report is submitted.

C. Each report will be submitted to Supervisory Trial Attorney, Deidre Smith, at the address on the signature page of this Decree.

#### **IX. COSTS**

Each of the parties shall bear its own costs, including attorneys' fees.

**IT IS SO ORDERED THIS 22<sup>nd</sup> DAY OF January, 2009.**

**s/ S. Thomas Anderson  
S. THOMAS ANDERSON  
UNITED STATES DISTRICT JUDGE**

**FOR DEFENDANT:**

s/Joseph M. Crout  
**JOSEPH M. CROUT**  
TN BAR NO. 12957

s/Charles W. Cavagnaro, Jr.  
**CHARLES W. CAVAGNARO, JR.**  
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**FOR THE COMMISSION:**

**RONALD S. COOPER**  
General Counsel

**JAMES L. LEE**  
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**GWENDOLYN YOUNG REAMS**  
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s/Faye A. Williams  
**FAYE A. WILLIAMS**  
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s/Deidre Smith  
**DEIDRE SMITH**  
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TN BAR NO. 018499  
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s/Steven W. Dills  
**STEVEN W. DILLS**  
Senior Trial Attorney  
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Memphis, TN 38104

(901) 544-0136

**NOTICE**

1. This Notice to all employees of Sharp Manufacturing Company of America is being posted as part of the remedy agreed to between Sharp Manufacturing Company of America and the Equal Employment Opportunity Commission in settlement of a complaint of employment discrimination filed by a former employee.
2. Federal law (the Americans with Disabilities Act) prohibits discrimination against any employee because of the employee's physical or mental disability.
3. Sharp Manufacturing Company of America supports such Federal law in all respects. Sharp Manufacturing Company shall not take any action against employees because they have exercised their rights under Federal law by filing charges with the Equal Employment Opportunity Commission and/or testifying, assisting or participating in any manner in any investigation, proceeding or hearing under the Americans with Disabilities Act.
4. Defendant has consistently denied and continues to deny that it engaged in any violation of Federal law or that it otherwise violated the Americans with Disabilities Act. The posting of this Notice by Sharp Manufacturing Company of America does not constitute an admission by Sharp Manufacturing Company of America of any violation of Federal law.
5. This Notice shall be posted by Sharp Manufacturing Company of America for six (6) months.

**SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2009.**

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**Sharp Manufacturing Company of America**