

**ORIGINAL**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,**

**Plaintiff,**

**and**

**JAMIE WHITTEN, KIMBERLY ANDERSON,  
TARA HEFLICK, JADE STONE, TIA  
TEAGUE**

**Intervenors,**

**v.**

**PARADISE TAN, INC.,**

**Defendant.**

**CIVIL ACTION NO.**

**3:01-CV-0382-G**



**CONSENT JUDGMENT**

This Consent Judgment is made and entered into between the Plaintiff, the Equal Employment Opportunity Commission ("EEOC"), Intervenors Jamie Whitten, Kimberly Anderson, Tara Heflick, Jade Stone, Tia Teague ("Intervenors"), and the Defendant, Paradise Tan, Inc. (hereinafter collectively referred to as "the parties").

On February 26, 2001, the Equal Employment Opportunity Commission instituted a lawsuit in the United States District Court for the Northern District of Texas, Dallas Division, Civil Action Number 3:01-CV-0382-G against Defendant, alleging that the Defendant violated Title VII of the Civil Rights Act of 1964 (Title VII) when it subjected Jamie Whitten, Kimberly Andersen, Tara Heflick, Jade Stone, Tia Teague, and similarly-situated individuals to a sexually hostile work environment because of their sex (Female).

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The parties hereto desire to compromise and settle the differences embodied in the aforementioned lawsuit, and intend that the terms and conditions be set forth in this Consent Judgment.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the court finds appropriate, and therefore, it is ORDERED and ADJUDGED that:

1. This Court has jurisdiction to enforce the provisions set forth in this Consent Judgment.
2. This Consent Judgment resolves all issues, including all like and related issues, raised in EEOC Charge Numbers 310 A00882, 310 A0 0313, 310 A0 0314, 310 A0 1713, and 310 A0 8080. This Consent Judgment further resolves all issues in the Complaint filed by the Commission in this civil action. The Commission does not waive processing or litigating charges or cases other than the above referenced charges and Complaint. It is understood that this Consent Judgment does not constitute an admission by Defendant of any violation of Title VII of the Civil Rights Act of 1964, as amended.
3. Defendant agrees not to discriminate on the basis of gender with respect to recruitment, hiring, termination, or any other employment action, and Defendant further agrees not to retaliate in any way against any person because of opposition to any practice declared unlawful under Title VII or because of the filing of a charge, giving testimony, or assisting or participating in any manner in any

investigation, proceeding or hearing.

4. Defendant agrees to post the Notice appended hereto as Attachment "A" on the employee bulletin board at all of its locations (including corporate headquarters) within 10 days after the entry of this Consent Judgment. Defendant will report to the EEOC that it has complied with this requirement within 30 days after posting the notices.
5. For each year that this Consent Judgment is in effect, Defendant agrees to conduct annual training for all owners, managers and supervisors of all of Defendant's facilities, advising them of the requirements and prohibitions of Title VII of the Civil Rights Act of 1964. The training will inform the employees of the complaint procedure for individuals who believe that they are being discriminated against by Paradise Tan, Inc.. This annual training will also advise owners, managers, and supervisors of the consequences imposed upon Paradise Tan, Inc. for violating Title VII. The training will also include a specific discussion or instruction relating to the issue of sexual harassment. The training shall be at least two (2) hours in duration. Not less than 10 days before the training is conducted, Defendant agrees to give written notice to the EEOC as to the date and location of the training, the name and qualifications of the person providing the training and the substance of the training. All materials used in conjunction with the training shall be forwarded to the EEOC. Within 20 days following the training, Defendant shall submit to the EEOC confirmation that the training was

conducted, and a list of attendees.

6. Defendant agrees to pay Intervenors Jamie Whitten, Kimberly Anderson, Tara Heflick, Jade Stone, Tia Teague, and aggrieved individuals Kim Moseley and Lori McKinney, the gross sum of \$175,000.00 in full and final settlement of the claims asserted in this dispute. This \$175,000.00 represents damages under Title VII and the Civil Rights Act of 1991 for the claim asserted by the EEOC on behalf of the Intervenors and the aggrieved individuals. Defendant agrees to pay Intervenors the total sum of \$17,500.00 made in the form of a cashier's check in that amount, payable to Frank Colosi, and hand-delivered at or before 5:00 p.m. on August 2, 2002 to: Frank Colosi, Casey & Colosi, 314 Main Street, Suite 200, Fort Worth, Texas 76102. Defendant further agrees to make a second set of payments to the Intervenors and the aggrieved individuals in the total sum of \$37,500.00. The Defendant agrees that, of said second set of payments, the payment for the Intervenors shall be made in the form of a cashier's check in the amount of \$27,500.00 payable to Frank Colosi, and hand-delivered at or before 5:00 p.m. on October 15, 2002 to: Frank Colosi, Casey & Colosi, 314 Main Street, Suite 200, Fort Worth, Texas 76102, and the payments for the aggrieved individuals shall be made in the form of a cashier's check payable to Lori McKinney in the amount of \$5,000 and a cashier's check payable to Kim Moseley in the amount of \$5,000, and sent, via certified mail no later than October 15, 2002, directly to each recipient. Defendant further agrees to pay Intervenors an additional sum of

\$2,708.33 each month during the 12-month period beginning September 1, 2002. The Defendant agrees that each payment of \$2,708.33 shall be made in the form of a cashier's check payable to Frank Colosi, postmarked no later than the fifth day of each month and sent, via certified mail, to: Frank Colosi, Casey & Colosi, 314 Main Street, Suite 200, Fort Worth, Texas 76102. Any payment not received by its aforesaid hand-delivery deadline or within five days of its aforesaid postmark deadline will be considered an event of default and the entirety of the Consent Judgment will be immediately enforceable. In the event of default, Defendant shall be entitled to a credit against the judgment amount for scheduled payments actually made. If each of the payment requirements in this paragraph are fulfilled by Defendant, the EEOC and Intervenors agree to release Defendant, upon completion of the payments, from paying the remaining \$87,500.00 of this Consent Judgment.

7. The Defendant agrees to the complaint procedure outlined in Attachment "A" and agrees that Ron Schaefer will be excluded from any role in the receipt of reports of discrimination.
8. Defendant agrees to report to the EEOC within 30 days of entry of this Consent Judgment regarding its compliance with the arrangements set forth in paragraphs 4 through 7, above.
9. All reports to the EEOC required by this Consent Judgment shall be sent to Devika S. Dubey, Senior Trial Attorney, U. S. Equal Employment Opportunity

Commission, 207 S. Houston Street, 3<sup>rd</sup> Floor, Dallas, Texas 75202.

10. If Defendant fails to tender payment or otherwise fails to timely comply with the terms of paragraph 6 above, Defendant shall:
  - a. Pay interest at the rate calculated pursuant to 26 U.S.C. § 6621(b) on the total unpaid amount of the judgment from the date of default; and
  - b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.
11. The parties agree to bear their own costs associated with this action, including attorney's fees.
12. The applicants for intervention, Tia Teague, Jamie Whitten, Kimberly Anderson, Jade Stone, and Tara Heflick, shall, pursuant to Fed. R. Civ. P. 24(a), be permitted to intervene immediately as parties plaintiff for the purposes of resolving and, if necessary, enforcing the Judgment in this cause, and the Clerk shall therefore immediately file their complaint in intervention which was submitted with their pending application for intervention.
13. The Commission and the Intervenors have the right to specifically enforce the terms of this Consent Judgment. Nothing in this Consent Judgment can preclude further actions by the EEOC or any other person to remedy any other alleged violations of Title VII by Defendant.
14. The effective date of this Consent Judgment shall be the date of entry of this

Consent Judgment in the Court record.

15. The term of this Consent Judgment shall be for three (3) years from the effective date. The Court shall retain jurisdiction to enforce the terms of this Consent Judgment.

APPROVED AS TO FORM AND CONTENT:

FOR THE PLAINTIFF,  
EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION:



SUZANNE M. ANDERSON  
Acting Regional Attorney  
Texas State Bar No. 14009470



DEVIKA S. DUBEY  
Senior Trial Attorney  
Hawaii State Bar No. 005599

FOR THE DEFENDANT,  
PARADISE TAN, INC.



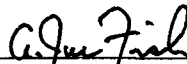
GERALD G. STATON  
Texas State Bar No. 24000064  
STATON & TAYLOR  
902 S. Jennings  
Fort Worth, Texas 76104

FOR THE INTERVENORS:



FRANK P. COLOSI  
Texas State Bar No. 04626525  
Casey & Colosi  
314 Main Street, Suite 200  
Fort Worth, Texas 76102

SO ORDERED, ADJUDGED AND DECREED this 2 day of August, 2002.



THE HONORABLE A. JOE FISH  
UNITED STATES DISTRICT JUDGE



**NOTICE AS REQUIRED UNDER TITLE VII  
OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED**

This NOTICE to all employees of Paradise Tan, Inc. is being posted as part of a Consent Judgment between Paradise Tan, Inc., the United States Equal Employment Opportunity Commission and Intervenors.

1. Federal Law requires that there be no discrimination against or harassment of any employee or applicant for employment because of that person's race, color, religion, sex, national origin, age or disability with respect to hiring, compensation, promotion, discharge or other terms, conditions or privileges of employment.
2. Paradise Tan, Inc. strongly supports and will comply with such Federal Law in all aspects and it will not take any action against employees because they have exercised their rights under the law by filing charges with the United States Equal Employment Opportunity Commission.
3. Paradise Tan, Inc. will not tolerate sexual harassment, sex-based harassment and/or discrimination or retaliation in the workplace. Employees are now put on notice that the first violation of the company's sexual harassment policy will subject an employee found to have violated the policy to disciplinary action.
4. Paradise Tan, Inc. agrees to provide a copy of this notice to each current employee and it will report that it has complied with this requirement within 14 days after it has made the distribution. Paradise Tan, Inc. also agrees to provide a copy of this notice to all new employees at the time of hire.
5. Employees may report violations of the company's sexual harassment policy to [designated company official/department/telephone number/extension] and/or the Dallas District Office of the United States Equal Employment Opportunity Commission, 207 South Houston Street, Third Floor, Dallas, Texas 75202 (214-655-3355).
6. Paradise Tan, Inc. agrees that, for the duration of this Consent Judgment, it shall immediately report all complaints of sexual harassment to the EEOC and it will, on a biannual basis, report to the EEOC the status of its receipts of sexual harassment complaints, even if no such complaints have been received
7. This NOTICE will remain posted until July 31, 2005, as provided in the Consent Judgment.

Attachment "A"