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

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	)	
Plaintiff,	)	CIVIL ACTION NO.
v.	)	2:07-cv-2620
RACE-RADILOGICAL ASSISTANCE, CONSULTING AND ENGINEERING, LLC,	)	
Defendant.	)	

CONSENT DECREE

This civil action was instituted in the public interest by Plaintiff, Equal Employment Opportunity Commission ("the Commission"), an agency of the United States government, alleging that Defendant RACE-RADIOLOGICAL ASSISTANCE, CONSULTING AND ENGINEERING, LLC ("Defendant") discriminated against Courtney Britton and other African American employees because of their race. The Commission alleges that Defendant subjected Mr. Britton and other African American employees to racial harassment, to different terms and conditions of employment than white employees, and to less desirable and more dangerous work assignments than white employees. The Commission further alleges that African American employees were paid less than white employees after they passed the Advanced Radiation Worker ("ARW") test and did ARW work. The Commission also alleges that RACE suspended and laid off Courtney Britton in retaliation for his opposition to alleged unlawful discriminatory practices.

Defendant denies the allegations set forth in this action and expressly denies that it discriminated against Courtney Britton and other African American employees.

This Consent Decree ("Decree") constitutes the complete and exclusive agreement between the Commission and Defendant. No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing and signed by the parties. In the event this 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 does not constitute a finding on the merits of the case. The parties have consented to the entry of this Decree to avoid the burdens of further litigation.

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

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

JURISDICTION

1. The United States District Court for the Western District of Tennessee, Western Division, has jurisdiction over the parties and the subject matter of this litigation and will retain jurisdiction over this Decree during its two-year term for the purposes of enforcement and dispute resolution.

SCOPE AND DURATION

2. This Decree resolves all issues and claims that were alleged in Charge No. 490-2005-02802 filed by Courtney Britton, and all issues and claims that were alleged or could have been alleged in the Commission's Complaint in this lawsuit.

3. This Decree applies to Defendant's facility located at 2550 Channel Drive in Memphis, Tennessee ("the facility").

4. The provisions of this Decree are effective immediately upon the date that this Decree is entered by the Court. Except as expressly stated herein, this Decree shall remain in effect for two years after it is entered by the Court.

EQUITABLE RELIEF

5. During the terms of this Decree, Defendant, its managers and supervisory employees, agents, officers, successors and assigns and all persons in active concert or participation with it, are enjoined from discriminating against any employee because of race, including racial harassment.

6. During the terms of this Decree, Defendant, its managers and supervisory employees, agents, officers, successors and assigns and all persons in active concert or participation with it, are enjoined from retaliating against any employee who opposes practices made unlawful by Title VII.

MODIFICATION OF POLICIES AND PRACTICES

7. Within 30 days after entry of this Decree, Defendant shall adopt and maintain an Anti-Discrimination Policy ("the Policy"). The Policy shall specifically proscribe that Defendant does not tolerate harassment based on race, and that employees who file charges of discrimination or complain about discrimination in the workplace, including race and racial harassment, are protected against retaliation.

8. Defendant will include in its Policy a warning that harassment of those reporting or complaining about unlawful discrimination is grounds for discipline up to and including termination. Any report of retaliatory harassment may result in reasonable interim measures, such as leave of absence, while the investigation proceeds.

9. Defendant will include in its Policy requirements that in investigating and imposing any discipline, Defendant will attempt to preserve confidentiality to the extent

that the needs of the situation permit and that any adverse treatment of an employee for reporting harassment, for assisting another employee in making a report, for cooperating in a harassment investigation, or for filing an administrative claim with the Commission or a state governmental agency is forbidden.

10. Defendant shall provide to each employee, management official, and supervisory personnel, a copy of the Policy.

11. Defendant shall require that each individual provided a copy of the Policy sign a written Acknowledgement form evidencing that he or she received the Policy and the date the Policy was provided, and Defendant shall maintain such forms containing the signature of each individual provided a copy of the Policy.

12. Within five days after each new hire, Defendant will provide such individual a copy of the Policy and require that he or she sign a written Acknowledgement form stating the date he or she was provided the Policy.

ASSIGNMENT OF EMPLOYEES TO WORK IN THE SHOP AREA

13. Defendant is enjoined from discriminating against any employee because of race in making assignments to work in the Shop area. To ensure compliance, in addition to the record keeping, reporting and monitoring provisions contained in paragraphs 35 through 43 below, Defendant will provide a monthly report to the Commission which will show for each day of the preceding month the names, race, and durations (in minutes) of assignments to both Shop and non-shop areas. The report will be mailed to Carson Owen, Senior Trial Attorney, at the address below, not later than the tenth day following the end of each month.

COMPLAINTS OF HARASSMENT AND RETALIATION

14. Defendant will designate a specific individual in its Human Resources Department who will accept and investigate reports and complaints of race discrimination (including racial harassment) and unlawful retaliation at the facility.

15. An investigation of all such reports of race discrimination (including racial harassment) or unlawful retaliation will commence within two business days of receipt of the allegation of race discrimination (including racial harassment) or unlawful retaliation.

16. The investigation will include in-person interviews of all witnesses.

17. The designated individual will keep a contemporaneous log of all calls, details of all investigations, including all interview notes, and resolutions. If a report is not investigated, a written record must be made to justify the failure to investigate.

18. Defendant will maintain all records of such investigations for 24 months.

19. Defendant will conduct exit interviews of all persons who consent after their employment at the facility has concluded. This exit interview will be conducted by a Human Resources official, and will include a written questionnaire. The questionnaire will include questions asking the employee whether supervision demonstrated fair and equal treatment (and a place to comment on his/her response) and whether the employee's manager treated employees in a fair and equal way. Defendant will keep all exit interview documents on file for at least two years.

TRAINING

20. Within 180 days of entry of this Decree and annually thereafter during the term of this Decree, Defendant shall conduct annual training for all of its employees on what constitutes race discrimination, racial harassment, and retaliation (“the Training”).

21. Defendant's Director (the highest ranking person in its organization) shall either appear in person at the Training, or via video conferencing, and announce and affirm Defendant's commitment to a zero-tolerance policy concerning race discrimination, including racial harassment, and retaliation. Defendant's Director shall also announce that Defendant has instituted the Policy, which prohibits race discrimination, including racial harassment and retaliation, and the penalty for violating the Policy.

22. Defendant will select as its trainer an individual with at least five years experience in labor and employment law to provide the Training.

23. The duration of the Training will include at least one hour of instruction for employees and at least one additional hour of instruction for supervisory and management personnel.

24. The Training will include what constitutes race discrimination and racial harassment, how to prevent, identify and remedy race discrimination or racial harassment, and what constitutes retaliation in violation of Title VII. It will also include a thorough discussion of the Policy and the implementation of the Policy, including the procedures and responsibilities for reporting, investigating and remedying conduct an employee believes may constitute unlawful discrimination or unlawful retaliation.

25. Defendant shall issue a memorandum to all employees, management and supervisory personnel stating that the Training is mandatory. In addition, the memorandum will provide that Defendant will not excuse anyone from the Training.

26. Within 30 days after execution of this Consent Decree by the parties, Defendant shall submit to the Commission the name of the proposed trainer, a copy of his or her resume, the date the Training will occur, and a detailed outline of the Training. The Commission will have 30 days after the date of receipt of such information to accept or

reject the Training proposal. Failure by the Commission to respond within 30 days shall be deemed acceptance. The Commission will not unreasonably withhold its approval of the proposal. If the Commission does not approve the contents of the Training, the parties shall attempt to resolve the matter and, if unsuccessful, submit the dispute to the Court.

27. All attendees at the Training will sign and date an attendance sheet. The attendance sheet shall include the printed name of the attendee, job title, and signature of each attendee.

INDIVIDUAL RELIEF

28. In full settlement of this case, Defendant shall pay a total of $650,000 in accordance with instructions from the Commission concerning how to distribute the money.

29. All of the amounts designated by the Commission will be compensatory damages for emotional and psychological harm, and Defendant will issue a 1099 form to the Charging Party and the additional alleged discriminatees for the amounts designated.

30. Within 20 business days of the entry of this Decree by the Court and after Defendant's receipt of the payee's signed release, Defendant shall separately mail checks, via certified mail, to Courtney Britton and the additional alleged discriminatees at the addresses provided by the Commission with the payment instructions. As part of the resolution of this matter, Courtney Britton and the additional alleged discriminatees will execute the attached release. (Exhibit A).

31. At the same time, copies of the checks and related correspondence will be mailed to Carson Owen, Senior Trial Attorney, at the address below.

32. Defendant shall supply a neutral reference in response to any inquiries or reference checks regarding Courtney Britton and the additional alleged discriminatees. Such reference shall be substantially similar to the Sample attached hereto. (Exhibit B)

33. Defendant will expunge from the personnel records of Courtney Britton and the additional alleged discriminatees any reference to this litigation or the charge of discrimination filed in this matter.

RECORD KEEPING AND REPORTING PROVISIONS

34. Defendant shall maintain records of any complaints made about race discrimination at its Memphis, Tennessee facility.

35. These records shall include the names, addresses, telephone numbers and social security numbers of the employee or applicant making the complaint; the date of the complaint, what was alleged, and the names of any witnesses; the name and job title of the person alleged to have engaged in the race discrimination; and what actions, if any, Defendant took to resolve the complaint.

36. Defendant shall submit two reports to the Commission during the term of the Decree. Defendant shall submit the first report within 12 months of the entry of this Decree, and the second report within 22 months of entry.

37. The reports will contain a summary of the information recorded by Defendant pursuant to paragraphs 12, 17, and 34-35 above; copies of all exit interviews conducted during the 12-month period preceding the report; a record of attendance at the annual training required pursuant to paragraphs 20-27 above; and a certification by Defendant that the Notices required to be posted by paragraphs 44-46 below remained posted during the reporting period preceding the report.

38. Defendant shall mail these annual reports to Carson Owen, Senior Trial Attorney, at the address below.

39. Defendant agrees that it will never rehire or offer employment to Robert Beasley.

MONITORING BY THE COMMISSION

40. Defendant agrees that the Commission shall be entitled to monitor its compliance with this Decree as set forth below.

41. The Commission, through its designated representative(s), shall meet with Defendant every six months to review progress made in the implementation of this Decree and to resolve disputes arising under it.

42. The Commission's designated representative(s), after reasonable notice to Defendant, shall have the following powers:

(a) To interview any Defendant employee;

(b) To inspect and review all records and documents maintained by Defendant relevant to the implementation of this Decree;

(c) To visit and observe the activities at the facility when necessary to carry out the functions of his or her position;

NOTIFICATION OF SUCCESSORS

43. Defendant will provide prior written notice to any potential purchaser of Defendant's business, or a purchaser of all or a portion of Defendant's assets, and to any other potential successor, of the Commission's lawsuit, the allegations raised in the Commission's complaint, and the existence and contents of this Consent Decree.

NOTICE POSTINGS

44. Defendant shall post at the facility, in locations conspicuous and accessible to all applicants and employees, the notice (poster) required by Title VII.

45. In addition, Defendant shall post at the facility, in locations conspicuous and accessible to all applicants and employees, the Notice attached to this Decree as Exhibit C, for a period of two years, commencing within ten days after entry of this Decree by the Court. The Notice shall be in the same typeface and size as Exhibit C, and shall be on Defendant's letterhead.

46. For the duration of this Decree, Defendant will post its Anti-Discrimination Policy and keep it posted in a place where notices to applicants and employees are customarily posted.

ENFORCEMENT

47. If Defendant fails to comply with the terms of this Decree the Commission has a right to enforce the obligations under the Decree. The Commission will provide five days notice to Defendant of any deficiency in complying with the terms of the Decree. If the parties are unable to reach agreement regarding resolution of any such deficiency in Defendant's compliance with the terms of the Decree the Commission will then have the option of petitioning the Court for relief.

COSTS

48. Each of the parties shall bear its own costs and attorney fees in this case.

IT IS SO ORDERED THIS 31st DAY OF December, 2009.

s/ Samuel H. Mays, Jr.
SAMUEL H. MAYS
UNITED STATES DISTRICT JUDGE

Consented to by the parties:

FOR PLAINTIFF:

JAMES L. LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel
Washington, D.C. 20507

s/Faye A. Williams
FAYE A. WILLIAMS
Regional Attorney

s/William A. Cash, Jr. (w/permission FAW)
WILLIAM A. CASH, JR.
Supervisory Trial Attorney

s/Carson L. Owen (w/permission FAW)
CARSON L. OWEN
Senior Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
1407 Union Ave., Suite 901
Memphis, Tennessee 38104
Phone: 544-0133
Fax: 544-0111
Email: carson.owen@eeoc.gov

FOR DEFENDANT:

David Wise (Original signature on file)
DAVID WISE
Member, Board of Managers

RACE-RADIOLOGICAL SSISTANCE, CONSULTING AND ENGINEERING, LLC

s/David P. Jaqua (w/permission FAW)
DAVID P. JAQUA

BUTLER SNOW O'MARA STEVENS & CANADA, PLLC
6075 Poplar Ave., Suite 500
P.O. Box 171443
Memphis, TN 38187-1443
Phone: 680-7343
Fax: 680-7201
Email: david.jaqua@butlersnow.com

EXHIBIT A

RELEASE

In consideration for $_____ paid to me by RADIOLOGICAL ASSISTANCE, CONSULTING AND ENGINEERING, LLC (RACE), in connection with the resolution of EEOC v. RADIOLOGICAL ASSISTANCE, CONSULTING AND ENGINEERING, LLC, Civil Action No. 2:07-cv-2620 (W.D. Tenn.), I waive my right to recover for any claims of race discrimination and retaliation arising under Title VII of the Civil Rights Act of 1964, as amended, that I had against RACE prior to the date of this release and that were included in the claims alleged in EEOC's complaint in EEOC v. RADILOGICAL ASSISTANCE, CONSULTING AND ENGINEERING, LLC, Civil Action No. 2:07-cv-2620 (W.D. Tenn.). I acknowledge that the parties have consented to this resolution to avoid the burdens of further litigation and that the payment above does not constitute an admission of fault or wrongdoing by any party.

Date: _____ Signature: _____

EXHIBIT B

SAMPLE LETTER OF REFERENCE

To Whom It May Concern:

This letter is in response to your inquiry regarding the employment of (Charging Party/ Class Member) at RADILOGOCAL ASSISTANCE, CONSULTING AND ENGINEERING, LLC (RACE).

(Charging Party/ Class Member) was employed at RACE from (date of hire) to (date employment ended) as a (job title or job titles). His rate of pay when his employment ended was $ per hour. Company policy does not permit us to give out any more information concerning (Charging Party/ Class Member)'s employment.

I am sure that (Charging Party/ Class Member) can provide you with any other information you need concerning his employment at RACE. I hope this information is helpful and that it satisfactorily answers your inquiry.

Sincerely,

RACE

EXHIBIT C

NOTICE TO ALL EMPLOYEES OF
RACE-RADILOGICAL ASSISTANCE, CONSULTING AND ENGINEERING, LLC,
CURRENTLY DOING BUSINESS AS STUDSVIK

This Notice is posted pursuant to a Consent Decree entered into between RACE-RADIOLOGICAL ASSISTANCE, CONSULTING AND ENGINEERING, LLC (RACE) and the Equal Employment Opportunity Commission (EEOC).

Harassment based on race is a violation of Title VII of the Civil Rights Act, 42 U.S.C. §2000e, *et seq*. Federal law requires an employer to maintain a workplace free from discrimination based on race, color, religion, sex, national origin, age (40 or older), or disability with respect to working environment or terms and conditions of employment.

It is also unlawful under Title VII to retaliate against any employee who opposes a practice made unlawful under federal law, files, assists or participates in the filing of a charge of discrimination or participates in any investigation under Title VII.

RACE will not tolerate or condone race discrimination or racial harassment against any employee or applicant for employment. Race discrimination and racial harassment are violations of company policy as well as federal law. Violation of this company policy by anyone employed by RACE will result in disciplinary action up to and including termination.

If you believe you have been discriminated against because of race, including racial harassment, or retaliated against in the workplace, you may seek assistance from:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC)
1407 Union Ave., Suite 901
Memphis, TN 38104
Telephone number 544-0119

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice will remain posted for two years from the date signed

12/28/09
Date

David Wise (Orignial signature on file)
David Wise, Member, Board of Managers
STUDSVIK