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U.S. Equal Employment Opportunity Commission, Plaintiff, v. McWhite's Funeral Home, Inc., Defendant.

Judge James L. Cohn

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U.S. Equal Employment Opportunity Commission, Plaintiff, v. McWhite's
Funeral Home, Inc., Defendant.

Keywords

EEOC, McWhite's Funeral Home Inc., 0:15-cv-61997-JIC, Consent Decree, Sexual Harassment, Hostile
Work Environment, Termination, Retaliation, Sex, Female, Other, Employment Law, Title VII

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
FORT LAUDERDALE DIVISION

U.S. EQUAL EMPLOYMENT OPPORTUNITY))	
COMMISSION))	
)	
Plaintiff,))	CASE NO. 0:15-cv-61997-JIC
)	
v.))	
)	
MCWHITE’S FUNERAL HOME, INC.,))	
)	
Defendant.))	
_____))	

CONSENT DECREE

This Consent Decree (“Decree”) is made and entered into by and between Plaintiff Equal Employment Opportunity Commission (“EEOC”), and Defendant McWhite’s Funeral Home, Inc. (“Defendant” or “MFH”). EEOC and Defendant are collectively referred to as the “Parties” throughout this Decree.

INTRODUCTION

1. EEOC filed this action on September 22, 2015, under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et. seq.*, (“Title VII”) to correct unlawful employment practices on the basis of sex and retaliation, and to provide appropriate relief to Charging Parties Ashlee Monroe, Khiante Thompson, and Vancinia Jones (“Charging Parties”), and Claimant Tameica Richards (“Claimant”).

2. EEOC alleges that MFH violated Title VII by subjecting Charging Parties Monroe and Thompson and a class of women to a sexually hostile work environment while they were employed at MFH, that MFH unlawfully terminated Charging Party Monroe because of her sex, and that MFH unlawfully retaliated against Charging Parties Thompson and Jones.

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3. MFH denies any liability towards Charging Parties and Claimant, denies any wrongdoing, and submits that Charging Parties and Claimant were not subject to unlawful employment practices on the basis of sex and retaliation, in violation of Title VII (or any other state or local law).

4. In the interest of resolving this matter, to avoid further cost of litigation, and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by entry of this Decree. This Decree is final and binding on the Parties, their successors, and assigns.

5. No waiver, modification or amendment of any provision of this Decree will be effective unless made in writing and signed by an authorized representative of each of the Parties. By mutual agreement of the Parties in writing, this Decree may be amended or modified in the interests of justice and fairness in order to effectuate the provisions of this Decree.

6. If one or more of the provisions are rendered unlawful or unenforceable, the Parties shall make good faith efforts to agree upon appropriate amendments to this Decree in order to effectuate the purposes of the Decree. In any event, the remaining provisions will remain in full force and effect unless the purposes of the Decree cannot, despite the Parties' best efforts, be achieved.

7. This Decree fully and finally resolves all claims asserted by EEOC in the Complaint filed by EEOC (Case No: 15-cv-61997-JIC), EEOC Charge Numbers 510-2015-01537 (Jones' Charge), 510-2015-00101 (Monroe's Charge), 510-2015-02441 (Thompson's Charge), and the claims seeking relief for the class asserted in the Complaint filed by EEOC arising from EEOC Charge Numbers 510-2015-01537 (Jones' Charge), 510-2015-00101 (Monroe's Charge), 510-2015-02441 (Thompson's Charge). The Parties further agree that this Decree does not resolve any Charges of Discrimination that may be pending with EEOC against MFH other than the Charge Numbers referred to in this paragraph.

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8. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds the following:

- a. This Court has jurisdiction over the subject matter of this action and the Parties, and will retain jurisdiction for the duration of this Decree.
- b. No party shall contest the jurisdiction of this Federal Court to enforce this Decree and its terms or the right of EEOC to bring an enforcement suit upon alleged breach of any term(s) of this Decree.
- c. The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of the Charging Parties and the public interest are adequately protected by this Decree.
- d. This Decree conforms to the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and will be in the best interests of Charging Parties, Class Members, MFH, EEOC and the public.
- e. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, successors and assigns of MFH.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

GENERAL INJUNCTIVE PROVISIONS

9. Defendant, its owner, and all of Defendant's officers, managers, supervisors, employees, agents, partners, successors and assigns, are enjoined from engaging or permitting subordinates to engage in unlawful conduct that discriminates on the basis of sex, or that subjects employees of Defendant to a sexually hostile work environment, in violation of Title VII.

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10. Defendant, its owner, and all of Defendant’s officers, managers, supervisors, employees, agents, partners, successors and assigns, are enjoined from engaging in any form of retaliation against any person, including Charging Parties or Claimant, because of opposition to any practice made unlawful under Title VII of the Civil Rights Act of 1964 or because of the filing of a charge, the giving of testimony or assistance, or assisting and/or participating in any manner in any investigation, proceeding, or lawsuit as a result of an employment practice in violation of Title VII.

MONETARY RELIEF

11. In settlement of all claims asserted in the Complaint filed by EEOC in this action, Defendant shall pay the total gross amount of EIGHTY-FIVE THOUSAND DOLLARS AND ZERO CENTS (\$85,000.00) (the “Settlement Amount”). This Settlement Amount shall be the full and final amount Defendant shall pay to settle the claims brought by the EEOC on its behalf and on behalf of the Charging Parties and Claimant. The Settlement Amount shall be paid as follows: (1) the first installment shall be in the gross amount of \$10,000.00 and shall be paid within thirty days of execution of this Consent Decree by the Court; (2) installment payments in the total gross amount of \$5,000 shall be made every thirty days thereafter for a total of 15 months (the “Payment Period”). At the conclusion of the Payment Period, the total gross amount paid to the Charging Parties and Claimant shall be the Settlement Amount. The gross payments to be made to each of the Charging Parties and Claimant during the Payment Period shall be distributed as follows:

		Compensatory Damages [for which 1099 shall issue]			
	Total Installment Payment	Portion of Installment	Portion of Installment Paid to	Portion of Installment	Portion of Installment Paid to Khiante Thompson

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		Paid to Ashlee Monroe	Tameica Richards	Paid to Vancinia Jones	
1	\$ 10,000.00	\$ 4,000.00	\$ 3,000.00	\$ 2,000.00	\$ 1,000.00
2	\$ 5,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,000.00	\$ 500.00
3	\$ 5,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,000.00	\$ 500.00
4	\$ 5,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,000.00	\$ 500.00
5	\$ 5,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,000.00	\$ 500.00
6	\$ 5,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,000.00	\$ 500.00
7	\$ 5,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,000.00	\$ 500.00
8	\$ 5,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,000.00	\$ 500.00
9	\$ 5,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,000.00	\$ 500.00
10	\$ 5,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,000.00	\$ 500.00
11	\$ 5,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,000.00	\$ 500.00
12	\$ 5,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,000.00	\$ 500.00
13	\$ 5,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,000.00	\$ 500.00
14	\$ 5,000.00	\$ 2,000.00	\$ 1,500.00	\$ 1,000.00	\$ 500.00
15	\$ 5,000.00	\$ 2,000.00	\$ 1,500.00	\$ 0	\$ 1,500.00
16	\$ 5,000.00	\$ 3,000.00	\$ 1,000.00	\$ 0	\$ 1,000.00
Total	\$ 85,000.00	\$ 35,000.00	\$ 25,000.00	\$ 15,000.00	\$ 10,000.00

12. Checks made payable to Charging Parties and Claimant and copies of the payments and related documents (including copies of I.R.S. Form 1099's) shall be sent to the attention of "EEOC Regional Attorney, Robert E. Weisberg, Re: McWhite's Funeral Home Consent Decree," at United States Equal Employment Opportunity Commission, Miami District Office, Miami Tower, 100 SE 2nd Street, Suite 1500, Miami, Florida 33131.

13. If Defendant fails to tender the payments described in Paragraphs 11 and 12 above, then Defendant shall pay interest on the defaulted payments at a rate calculated pursuant to 26 U.S.C. §6621(b) until the same is paid, and bear any additional costs incurred by the EEOC caused by the non-compliance or delay.

ACCELERATION CLAUSE

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14. In the event of default in the payment of any payment to a Charging Party or Claimant when due as herein provided in Paragraphs 11-13, time being of the essence, EEOC may, after providing MFH with notice of default and a ten (10) business day opportunity period to cure the default, declare the entire unpaid balance of the Settlement Amount immediately due and payable, and proceed to enforce all rights and remedies under law or equity under this Consent Decree. The late or non-conforming tender of any payment by MFH shall not act to revive, or reinstate, the right to make periodic payments, or to defer payment of the total, and any payments received after the default and expiration of the applicable cure period, shall be applied on account of the accrued interest and the balance to principal and without a waiver of the default herein or the right to collect the accelerated balance. Notice of default pursuant to this section shall be given via e-mail to MFH at mcwhitefunerals@gmail.com **AND** josh@entinlaw.com. The cure period set forth herein begins to run on the business day after the default notice is emailed.

NEUTRAL JOB REFERENCE

14. If at any time, either during or after the term of this Consent Decree, Defendant receives any inquiries regarding the employment of any Charging Parties or Claimant, in lieu of an oral response, Defendant shall provide a copy of the letter attached as Exhibit "A." Defendant shall provide no negative information whatsoever about Charging Parties or Claimant and shall not mention of any charge of discrimination, allegation of discrimination or this lawsuit as part of any reference.

15. During the term of this Decree, within ten (10) business days of responding to any inquiry regarding the employment of any Charging Party or Claimant, Defendant shall report compliance in writing to the EEOC, including the name and address of the person or entity to whom the written reference was provided.

EEO CONSULTANT

16. MFH shall retain the services of an Independent EEO Consultant, who has had no previous relationship with Defendant, its owner, or any of its employees or agents. The Independent EEO Consultant shall be jointly selected by the Parties. The selection process shall be as follows: Within thirty (30) days from the Court's execution of this Decree, Defendant shall provide EEOC with the name and business contact information of proposed EEO consultant(s) and the EEOC shall have five (5) business days to inform Defendant if it disapproves of Defendant's proposed EEO Consultant(s). The Parties shall repeat this process, if necessary, until the Parties reach an agreement about the EEO consultant to be selected. If the parties are unable to agree on an EEO consultant, the proposed consultants will be presented to the Court for selection.

17. Each proposed consultant must submit a statement of independence, under oath, confirming that he or she has no prior relationship with Defendant, its owner or any of its employees, or agents.

18. The EEO Consultant will perform services to ensure compliance with this Decree as outlined *infra*. The EEO Consultant will have the authority and obligation to:

- a. Receive any and all complaints of sex-based harassment, sex-based discrimination, and/or retaliation in Defendant's workplace;
- b. Investigate independently and confidentially any and all complaints of sex-based harassment, discrimination, and/or retaliation in Defendant's workplace;
- c. Make recommendations to Defendant regarding the appropriate disciplinary or corrective action, if any, that should be taken to resolve the complaint;
- d. Maintain detailed written records of all complaints, the investigation of such complaints and the disposition of such complaints; and

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- e. Forward to Defendant copies of the written records described above, in intervals negotiated by Defendant and the EEO Consultant but with no less frequency than required to comply with the Reporting requirements of this Consent Decree as described below.

19. As set forth above, once the EEO Consultant has investigated a harassment, discrimination, and/or retaliation complaint, the EEO consultant will make recommendations to Defendant regarding the appropriate action, if any, that should be taken to resolve the complaint. The EEO Consultant shall provide both parties with its investigative report, recommendations and investigation file no later than twenty (20) days after receiving the underlying complaint. Within twenty (20) days after receiving the EEO Consultant's recommendation, Defendant shall carry out the EEO Consultant's recommendations, notify EEO Consultant and EEOC that the recommendations have been carried out or implemented, and explain or describe the manner in which the recommendations have been carried out or implemented. If Defendant disputes and does not comply with any recommendations of the EEO Consultant, Defendant will notify the EEOC and the EEO Consultant of the basis of Defendant's dispute and decision to not comply with the EEOC Consultant's recommendations, no later than twenty (20) days after receiving EEO Consultant recommendations.

20. Nothing contained herein alleviates or mitigates any complainant's obligations to pursue their administrative remedies relating to such complaints, including but not limited to filing the appropriate Charge(s) before the EEOC.

21. The EEO Consultant shall, to the maximum extent practicable and consistent with the EEO Consultant's obligations, work collegially, non-disruptively, and cooperatively with Defendant so as not to unduly interfere with Defendant's operations.

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22. Defendant will cooperate with the EEO Consultant to the maximum extent possible to enable the EEO Consultant to fulfill the obligations outlined in this Consent Decree.

23. All costs incurred for the EEO Consultant's services will be paid by Defendant.

**ADOPTION AND DISTRIBUTION OF POLICY
AGAINST SEX DISCRIMINATION**

24. MFH must create a revised sexual harassment policy (the "Policy"), consistent with this Decree.

25. The Policy shall include a formal, written policy addressing allegations of sexual harassment. The procedure must specify the following:

- a. Complaints of sex-based harassment, discrimination, and/or retaliation may be made to the EEO Consultant and/or Albert McWhite, Sr.
- b. To the extent not made to the EEO Consultant directly, MFH will notify the EEO Consultant of all complaints and/or allegations of sex-based harassment, discrimination, and/or retaliation in MFH's workplace within ten (10) business days.

26. The Policy must clearly define prohibited conduct and specifically prohibit sex-based harassment, discrimination, and/or retaliation discrimination against all employees, as well as MFH customers and clients.

27. The Policy must provide examples of prohibited conduct, including but not limited to the following:

- a. Verbal: Jokes, insults and innuendoes based on sex; degrading sexual remarks; comments or questions on a persons' body or sex life; pressures for sexual favors; and use of inappropriate sexually offensive language.

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- b. Non-Verbal: touching in an unwelcome manner; and displaying sexually suggestive or degrading pictures, and shall set forth the language contained within paragraphs 2-4 of the posting attached hereto as Exhibit "B."

28. The Policy must also specify the following:

- a. Prohibited behavior will not be tolerated from its employees, customers, clients and any other persons present at any of Defendant's premises or where Defendant conducts business.
- b. Employees who make such complaints or provide information related to such complaints will be protected against retaliation;
- c. Employees will not be required to complain of sex-based discrimination directly to the individual that is engaged in the discriminatory behavior;
- d. Defendant will take immediate and appropriate corrective action when the company/EEO Consultant determines that sex-based discrimination has occurred; and
- e. Employees who violate the policy are subject to discipline, up to and including discharge.

29. A Copy of the Policy will be provided to the EEOC for review within thirty (30) days of the Court's execution of this Decree. Thereafter, copies of the Policy will be distributed to each of MFH's employees and managers within sixty (60) days of the Court's execution of this Decree.

30. A copy of the policy shall also be included in any relevant policy or employee manual maintained by MFH. The Policy will also be kept and maintained in paper format in a conspicuous and accessible place for all employees of MFH and printed in a font that is easily legible (at least 11 point font).

31. New employees or interns will receive a copy of the Policy on their first day of work.

TRAINING

32. Defendant shall provide for one-on-one training to Defendant owner, Albert McWhite, Sr., consisting of one hour of live training on an annual basis during the term of this Decree (the "Management Training"). The first Management Training shall take place within ninety (90) days of the Court's execution of this Decree. The remainder of the Management Training sessions shall take place annually and no later than June 1st of each year throughout the duration of the Decree.

33. The Management Training shall include the following: (1) an explanation of the prohibition against sex discrimination and the prohibition against retaliation under Title VII of the Civil Rights Act of 1964; (2) an explanation of the rights and responsibilities of managers, supervisors, and employees under Title VII and MFH's Policy; (3) guidance on handling sex-based allegations and other EEO complaints and the need for confidentiality; and (4) training on gender equality and diversity training specific to gender diversity.

34. Defendant also shall provide all current employees with two (2) hours of live training (the "Employee Training"). The Employee Training shall take place within ninety (90) days of the Court's execution of this Decree.

35. The Employee Training shall include the following: (1) an explanation of the prohibition against sex discrimination and the prohibition against retaliation under Title VII of the Civil Rights Act of 1964; and (2) an explanation of the rights and responsibilities of managers, supervisors, and employees under Title VII and MFH's Policy.

36. The Management Training and the Employee Training shall be conducted by Joshua M. Entin, or another individual or organization mutually agreed upon with EEOC. Defendant agrees

to provide EEOC with at least three (3) weeks' notice before conducting training sessions pursuant to this Decree. In the notice, Defendant shall notify EEOC of the dates on which training is scheduled, the name and job title of the person(s)/organization who will conduct the training and the name and job title of each person who will attend the training. Within ten (10) business days following the training, Defendant shall provide EEOC with a roster of employees and/or management who attended the training.

37. Defendant agrees to provide EEOC, upon request, with any and all copies of pamphlets, brochures, outlines or other written materials provided to the participants of the training sessions. Additionally, Defendant agrees that the EEOC may, at the EEOC's discretion, be in attendance at each training session.

38. All costs incurred for the training required herein will be paid by Defendant.

POSTING OF NOTICE

39. Within ten (10) business days from the Court's execution of this Decree, Defendant shall post an eleven (11) inches by fourteen (14) inches laminated copy of the Notice attached as Exhibit B to this Decree at Defendant's facilities in a conspicuous location, easily accessible to and commonly frequented by Defendant's employees. The Notice shall remain posted for five (5) years from the date of entry of this Decree. Defendant shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Within fifteen (15) business days from the Court's execution of this Decree, Defendant shall certify to EEOC in writing that the Notice has been properly posted as described in this paragraph.

MONITORING AND REPORTING

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40. Defendant shall furnish to EEOC written Reports twice annually for a period of five (5) years following entry of this Decree. The first report shall be due six (6) months after entry of the Decree and thereafter by June 30, and December 30 annually. Each such Report shall contain:

- a. A certification that the Notice required to be posted in Paragraph 38, above, remained posted during the entire six (6) month period preceding the Report.
- b. A description of each complaint of sex-based discrimination received by Defendant within the six (6) month period preceding the report, whether verbal or written, formal or informal, including the names, last known home addresses, home telephone numbers, and cellular telephone numbers of the complaining parties;
- c. A description of what action, if any, Defendant took in response to the complaint of discrimination;
- d. The names of any witnesses to each complaint; and
- e. The resolution of each complaint occurring within the six (6) month period preceding the report.
- f. In the event there is no complaints of sex-based discrimination, Defendant shall send the EEOC a "negative" report indicating no activity.

41. The EEOC may review compliance with any and all provision of this Decree.

42. As part of such review, EEOC may inspect Defendant's facilities, interview employees, and examine and copy documents. Defendant will make all employees available to EEOC, and shall permit employees to speak confidentially with EEOC for purposes of verifying compliance with this Decree. EEOC agrees to provide Defendant with at least 24-hour notice before inspect Defendant's facilities, interview employees, and examine and copy documents.

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NOTIFICATION OF SUCCESSORS

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

DURATION OF THE DECREE

43. The duration of the Decree shall be in effect for a period of five (5) years immediately following the Court's execution of the Decree.

DISPUTE RESOLUTION

44. In the event that EEOC believes that Defendant has failed to comply with any provision(s) of the Decree, EEOC will notify Defendant and Defendant must make a good faith attempt to cure any breach of the Decree within thirty (30) business days of notification. The thirty (30) business days to cure provision of this Paragraph shall not apply, however, to the payments required by Paragraphs 11-13 above.

45. Following the thirty (30) business days to cure period, EEOC shall have the right to seek Court intervention.

46. No party shall contest the Court's jurisdiction to enforce this Decree and its terms or the right of EEOC to bring an enforcement suit upon breach of any of the terms of this Decree. Breach of any term of this Decree should be deemed to be a substantive breach of this Decree. The Court will retain jurisdiction over any such enforcement proceeding during the duration of this Consent Decree. Nothing in this Decree will be construed to preclude EEOC from bringing proceedings to enforce this Decree in the event that Defendant fails to perform any of the promises or representations herein.

COSTS

47. Each party to this Decree shall bear its own fees and costs associated with this litigation.

NO CONDITIONAL RECEIPT


48. Defendant will not condition the receipt of individual relief on an individual's agreement to: (a) maintain as confidential the terms of this Consent Decree; or (b) waive her statutory right to file a charge with any federal or state anti-discrimination agency.

SO ORDERED, ADJUDGED AND DECREED, this _____ day of _____, 2016.

THE HONORABLE JAMES I. COHN
UNITED STATES DISTRICT JUDGE

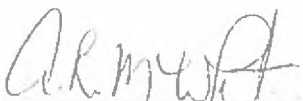
AGREED TO:

FOR THE PLAINTIFF, EQUAL EMPLOYMENT OPPORTUNITY COMMISSION:

By: 
Robert E. Weisberg, Regional Attorney
U.S. Equal Employment Opportunity Commission
Miami District Office
Miami Tower
100 SE 2nd Street, Suite 1500
Miami, Florida 33131
Telephone: (305) 808-1789
Facsimile: (305) 808-1835

Date: 

FOR THE DEFENDANT, MCWHITE'S FUNERAL HOME, INC.

By: 
ALBERT MCWHITE, SR., OWNER
MCWHITE'S FUNERAL HOME, INC.

Date: 

EXHIBIT A

REFERENCE

Dear _____,

This letter is in reference to your request for information regarding the employment of [Charging Party/Class Member]

[Charging Party/Class Member] served as a [job title] for McWhite's Funeral Home from _____ to _____. Company policy does not permit us to provide any additional information concerning [Charging Party/Class Member] employment, but I am sure she can provide you with the details concerning her duties at McWhite's Funeral Home.

I hope this information is helpful and that it satisfactorily answers your inquiry.

Very truly yours,

[McWhite's Funeral Home Representative]

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EXHIBIT B

NOTICE TO ALL MCWHITE'S FUNERAL HOME EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the U.S. District Court in EEOC v. McWhite's Funeral Home, Inc., Case No.: Case No. 15-cv-61997. In this case, the EEOC alleged that McWhite's Funeral Home discriminated against several women by subjecting them to a sexually hostile work environment, or sexual harassment. The EEOC also alleged McWhite's Funeral Home retaliated against some women. Pursuant to a Consent Decree, EEOC and McWhite's Funeral Home have resolved the Complaint. McWhite's Funeral Home has agreed to provide certain monetary and injunctive relief to resolve this action. However, McWhite's Funeral Home denies any and all allegations in the Complaint, and by entering into this Consent Decree, McWhite's Funeral Home has not admitted to any liability nor was there any finding of wrongdoing by the Court.

Title VII protects individuals from employment discrimination because of their sex. McWhite's Funeral Home will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws, including, but not limited to, sex discrimination or retaliation. It is the policy of McWhite's Funeral Home to offer employment opportunities to all qualified employees and applicants, regardless of sex, race, color, religion, national origin, age, or disability. There will be no intentional discrimination in violation of the provisions of Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act (ADEA), or the Equal Pay Act (EPA) of 1963, or the Americans with Disabilities Act (ADA).

McWhite's Funeral Home assures its employees that it supports Title VII and will not take any action against an individual because he/she has exercised his/her rights under the law to oppose discriminatory acts or to file charges with EEOC. Appropriate corrective action, up to and including termination, based upon the circumstances involved, shall be taken against any employee (including management personnel) found to have violated McWhite's Funeral Home's policy prohibiting discrimination.

EEOC enforces the federal laws against discrimination in employment on the basis of disability, race, color, religion, national origin, sex, and age. If you believe you have been discriminated against, you may contact EEOC at (305) 808-1740. EEOC charges no fees and has employees who speak languages other than English.

This Notice must remain posted for five (5) years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice may be directed to: McWhite's Funeral Home Litigation Settlement, c/o Robert Weisberg, Regional Attorney, EEOC, Miami District Office, Miami Tower, 100 SE 2nd Street, Suite 1500, Miami, Florida 33131.

Date: _____

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