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EEOC v. Home Depot U.S.A. Inc./Expo Design Center

Judge Marianne O. Battani

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EEOC v. Home Depot U.S.A. Inc./Expo Design Center

Keywords

EEOC, Andrew Stoiko, Home Depot U.S.A., Inc./Expo Design Center, 2:05-CV-73258, Consent Decree, Failure to Accommodate, Termination, Religion, Retail, Employment Law, Title VII

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
Plaintiff,)	Case NO. 2:05-CV-73258
)	
)	
v.)	HONORABLE
)	MARIANNE O. BATTANI
)	
)	
HOME DEPOT U.S.A., INC./EXPO)	
DESIGN CENTER)	
Defendant.)	

CONSENT DECREE

1. Plaintiff, the United States Equal Employment Opportunity Commission (“the Commission”), commenced the above entitled action on August 24, 2005, in the United States District Court of the Eastern District of Michigan, Southern Division, alleging that the defendant Expo Design Center/Home Depot (“Home Depot”), engaged in discriminatory employment practices in violation of Title VII of the Civil Rights Act of 1964 (“Title VII”), as amended, by refusing to provide a reasonable accommodation to the religious practices of Andrew Stoiko and by terminating Stoiko because his religious beliefs conflicted with an employment requirement. Defendant, Home Depot, denies all allegations pertaining to unlawful employment practices alleged in the Commission’s Complaint.
2. As a result of settlement discussions, the Commission and Home Depot have resolved their differences and have agreed that this action should be settled by entry of this

Consent Decree. It is the intent of the parties that this Consent Decree be a final and binding settlement in full disposition of any and all claims alleged against Home Depot or which might have been alleged against Home Depot in the Complaint filed on behalf of Charging Party Andrew Stoiko.

3. It is therefore the finding of this Court, made on the pleadings and the record as a whole, that: 1) the Court has jurisdiction over the parties and the subject matter of this action; 2) the purpose and provisions of Title VII will be promoted and effectuated by the entry of this Consent Decree; and 3) this Consent Decree resolves all matters in controversy between the parties as provided in the paragraphs below.

MONETARY COMPENSATION

4. Home Depot shall pay monetary compensation to Andrew Stoiko in the amount of twenty-five thousand, one hundred fifty-seven dollars and twenty-one cents (\$25,157.21), less applicable state and federal withholdings. Home Depot shall issue a W-2 form for this amount in the ordinary course of business. This monetary compensation shall be paid in one check made payable to Andrew Stoiko and mailed via certified mail to Stoiko's home address at 400 Beechmont Street, Dearborn, MI., 48124. Payment shall be mailed within twenty-one (21) days after this Consent Decree has been entered by the Court. Within thirty (30) days of this payment, Home Depot shall send a photocopy of the check sent to Andrew Stoiko, along with a photocopy of the certified mail receipt, to Laurie Young, Regional Attorney, care of Trina Mengesha, Senior Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, MI 48226.

NON-ADMISSION

5. By entering into this Decree, Home Depot does not admit any wrong doing or violation of Title VII. The entry of this Decree shall not be construed as an admission by the Commission that any claim asserted by it in this action was not valid or that any defense asserted by Home Depot was valid.

ACCOMMODATION AND NON-DISCRIMINATION

6. Home Depot, its officers, agents, employees, successors, assigns and all persons in active concert or participation with them or any of them shall comply with the provisions of Title VII, 42 U.S.C. §2000e, et seq., with regard to accommodation and discrimination on the basis of religion.

NON-RETALIATION

7. Home Depot shall not retaliate against any person because such person gave testimony or assistance or participated in any manner in any investigation or proceeding in connection with this case under Title VII.

DURATION

8. The injunctive provisions of this judgment shall remain in full force and effect for two (2) years and shall expire on the second anniversary of the entry of this Decree

COVERED LOCATIONS

9. The provisions of this Consent Decree shall apply to all Michigan sites and locations at which Home Depot and/or Expo Design Center conducts business.

DISPUTE RESOLUTION AND COMPLIANCE

10. The Court shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce this Decree. Upon motion of either party, the Court may schedule a hearing for the purpose of reviewing compliance with this Decree. The parties shall engage in a good faith effort to resolve any dispute as to compliance prior to seeking review by the Court, and shall be required to give notice to each other ten (10) days before moving for such review.

MISCELLANEOUS

11. Except as expressly provided herein, all parties shall bear their own costs and expenses of litigation, including attorney fees.
12. If any provision(s) of this Consent Decree is found to be unlawful, only the specific provision(s) in question shall be affected and the other provisions will remain in full force and effect.
13. The terms of this Consent Decree are and shall be binding upon the present and future owners, officers, directors, employees, creditors, agents, trustees, administrators, successors, representatives, and assigns of Home Depot.
14. This Consent Decree constitutes the entire agreement and commitments of the parties. Any modifications to this Decree must be mutually agreed upon and memorialized in a writing signed by Home Depot and the Commission.

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**

**HOME DEPOT U.S.A., INC./EXPO
DESIGN CENTER**

LAURIE YOUNG
Regional Attorney

DEBORAH BARNO
Acting Supervisory Trial Attorney

/s/ Trina R. Mengesha

TRINA R. MENGESHA
Trial Attorney

DETROIT FIELD OFFICE
Patrick V. McNamara Federal Building
477 Michigan Avenue, Room 865
Detroit, MI 48226
(313) 226-5274
trina.mengesha@eeoc.gov

Dated: May 8, 2007

IT IS SO ORDERED:

May 16, 2007
Date

/s/ Charles C. DeWitt, Jr.

CHARLES C. DEWITT, Jr.
Dewitt, Balke & Vincent, P.L.C.
Attorney for Defendant
200 Renaissance Center, Suite 3110
Detroit, MI 48243
cdewitt@dbvplc.com

s/Marianne O. Battani
MARIANNE O. BATTANI
United States District Judge

RELEASE

1. I, Andrew Stoiko, for and in consideration of the sum of \$25,157.21, to be paid to me by Home Depot/Expo Design Center, ("Home Depot"), do hereby for myself, my heirs, executors, administrators, assigns and agents release and forever discharge Home Depot, its predecessors, successors, affiliates and assigns, from any and all claims both judicial and administrative that I may have had, arising out of or relating to the facts alleged in the complaint filed by the Equal Employment Opportunity Commission (the "Commission" or "EEOC") in the case entitled Equal Employment Opportunity Commission v. Home Depot U.S.A., Inc. /Expo Design Center, Civil Action No. 2:05-CV-73258, in the United States District Court for the Eastern District of Michigan, Southern Division.

2. I declare that I know and understand the contents of this Release, that I have executed this Release voluntarily and that this Release is part of the consideration given by me for settlement of my claim against Home Depot. I understand that after signing this Release, I cannot proceed against any entity or person mentioned herein on account of any of the matters referred to in paragraph 1 above.

3. I understand and agree that this Release is given pursuant to the settlement embodied in the Consent Decree agreed to by the parties and to be entered by the Court.

SWORN and Subscribed to before me
this ____ day of _____, 2007

ANDREW STOIKO

NOTARY PUBLIC

County, Michigan
My Commission Expires: