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Equal Employment Opportunity Commission v. Douglas Electrical Contracting, Inc., et al.

Judge Carl Horn

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Equal Employment Opportunity Commission v. Douglas Electrical Contracting, Inc., et al.

Keywords

EEOC, Douglas Electrical Contracting Inc., 5:00CV156-H, Consent Decree, Hostile Work Environment, Sexual Harassment, Sex, Female, Construction, Employment Law, Title VII

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF NORTH CAROLINA
STATESVILLE DIVISION

FILED
CHARLOTTE, N.C.
APR 12 PM 3:05
U.S. DISTRICT COURT
WESTERN DISTRICT OF N.C.

CIVIL ACTION NO. 5:00CV156-H

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
DOUGLAS ELECTRICAL)
CONTRACTING, INC., NATIONWIDE)
ELECTRICAL CONTRACTING, INC.,)
MARY F. BLACK, and)
FRANKLIN D. BLACK, JR.,)
)
Defendants.)

FINAL CONSENT DECREE

The Equal Employment Opportunity Commission (“EEOC” or “the Commission”) instituted this action pursuant to Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e-5(f)(1) and (3) (“Title VII”), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a. EEOC’s Amended Complaint alleges Defendants Douglas Electrical Contracting, Inc., Nationwide Electrical Contracting, Inc., Mary F. Black and Franklin D. Black, Jr. (collectively “Defendants”) discriminated against Janie L. Young, Chrystal Moose Bradshaw and other females by subjecting them to a hostile work environment and sexual harassment.

Defendants in this matter are currently not represented by counsel. Defendants were previously represented by counsel from two separate law firms and, on October 4, 2001 and October 9, 2001, respectively, Defendants’ counsel were permitted to withdraw from representing Defendants. The Commission has recommended Defendants seek the advice of counsel regarding the terms and conditions of this Final Consent Decree.

CH

JV51-7

The Commission, Plaintiff-Intervenor and Defendants (“the Parties”) hereby stipulate to the Court’s jurisdiction over them and agree that the subject matter of this action is properly before the Court.

On March 13, 2002, the Court entered a Partial Consent Decree in this case that settled the claims of Janie L. Young as brought by the Commission. The Court is sufficiently advised that the Parties now desire to resolve the remaining allegations in the Complaint without the burden, expense, and delay of further litigation. Therefore, the Parties have agreed to the entry of this Final Consent Decree.

Therefore, it is 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 over the subject matter of this action; (2) the purpose and provisions of Title VII will be promoted and effectuated by entry of this Final Consent Decree; and (3) this Final Consent Decree resolves the matters in controversy between the Commission, Plaintiff-Intervenor and Defendants as provided in paragraphs 1 through 10 below.

It is therefore **ORDERED, ADJUDGED AND DECREED** as follows:

1. The Partial Consent Decree, entered by this Court on March 13, 2002, and filed on March 15, 2002, is incorporated by reference as if set forth fully herein. Entry of this Final Consent Decree by the Court does not change, alter or amend the terms of the Partial Consent Decree previously entered by the Court.

2. Defendants shall pay Chrystal Moose Bradshaw the sum of One Thousand One Hundred Dollars (\$1,100.00) as compensatory damages and One Thousand One Hundred Dollars (\$1,100.00) as punitive damages in this action, for a total payment of Two Thousand Two Hundred Dollars (\$2,200.00). The portion designated above as compensatory and punitive damages will not be subject to wage tax withholding. Defendants shall make payment by issuing a certified check or money order directly payable to Chrystal Moose Bradshaw and Louis L. Lesesne, Jr., Esq. Payment shall be made in full on or before June 15, 2002. Defendants shall mail the check to Louis L. Lesesne, Jr., Esq., Attorney for

Chrystal Moose Bradshaw, Lesesne & Connette, 1001 Elizabeth Avenue, Suite 1-D, Charlotte, North Carolina 28204-2234. Within ten (10) days after the check has been sent to Mr. Lesesne, Defendants shall mail to Mindy E. Weinstein, Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery to Mr. Lesesne.

3. Defendants shall pay Plaintiff-Intervenor's attorney fees in the sum of One Thousand One Hundred Dollars (\$1,100.00). This amount shall constitute attorney fees for Chrystal Moose Bradshaw. Defendants shall make payment by issuing a certified check or money order payable to Louis L. Lesesne, Jr., Esq. Payment shall be made in full on or before June 15, 2002. Defendants shall mail the check to Louis L. Lesesne, Jr., Lesesne & Connette, 1001 Elizabeth Avenue, Suite 1-D, Charlotte, North Carolina 28204-2234. Within ten (10) days after the check has been sent to Mr. Lesesne, Defendants shall mail to Mindy E. Weinstein, Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery to Mr. Lesesne.

4. Defendants are jointly and severally liable for payment of the sums outlined in paragraphs two and three above.

5. Commensurate with the creation of this decree by Defendants, Defendants agree to dismiss any and all pending state law claims against Chrystal Moose Bradshaw, with prejudice, with each party bearing its own costs and fees related to such action.

6. Defendants agree to eliminate from the employment records of Chrystal Moose Bradshaw any and all documents and entries relating to the facts and circumstances leading to the filing of the EEOC charge of sexual harassment and the related events that occurred thereafter, including the filing of this lawsuit.

7. If Defendants receive any inquiries regarding the employment of Chrystal Moose Bradshaw, Defendants shall provide a neutral reference stating only Ms. Bradshaw's dates of employment, position of employment, and rate of pay.

8. Except as otherwise provided herein, each party shall bear its own costs and fees.

9. This Court shall retain jurisdiction of this cause for purposes of monitoring compliance with this Final Consent Decree and entry of such further orders as may be necessary or appropriate.

10. Mary F. Black and Franklin D. Black have had the opportunity to seek out and consult with counsel of their own choosing. By affixing their names below, Mary F. Black and Franklin D. Black attest that they each enter into this agreement without duress or coercion and with informed consent.

Date

April 12, 2002

Carl Horn
Magistrate Judge Carl Horn, U.S. District Court
Western District of North Carolina


SIGNATURES ON FOLLOWING PAGE

The Parties jointly request that the Court approve and enter the Final Consent Decree:

**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION**

GWENDOLYN YOUNG REAMS
Associate General Counsel

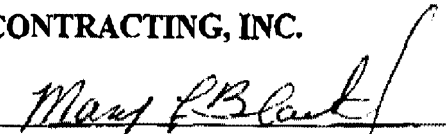
MINDY E. WEINSTEIN
Regional Attorney

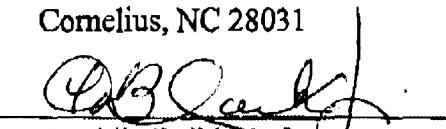
By: 
KARA GIBBON HADEN
Trial Attorney
Equal Employment
Opportunity Commission
129 West Trade Street, Suite 400
Charlotte, North Carolina 28202

**PLAINTIFF-INTERVENOR
CHRYSAL MOOSE BRADSHAW**


By: _____
Louis L. Lesesne, Jr., Esq.
LESESNE & CONNETTE
1001 Elizabeth Avenue, Suite 1-D
Charlotte, North Carolina 28204-2234
Counsel for Plaintiff-Intervenor

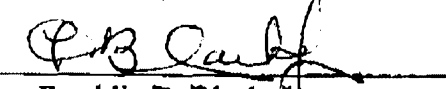
**DOUGLAS ELECTRICAL
CONTRACTING, INC.**

By: 
Mary F. Black, President
9216-A Westmoreland Road
Cornelius, NC 28031


By: 
Franklin D. Black, Jr.
9216-A Westmoreland Road
Cornelius, NC 28031

**NATIONWIDE ELECTRICAL
CONTRACTING, INC.**


By: 
Mary F. Black, President
9216-A Westmoreland Road
Cornelius, NC 28031

By: 
Franklin D. Black, Jr.
9216-A Westmoreland Road
Cornelius, NC 28031

MARY F. BLACK, individually

By: 
Mary F. Black
9216-A Westmoreland Road
Cornelius, NC 28031

FRANKLIN D. BLACK, JR., individually

By: 
Franklin D. Black, Jr.
9216-A Westmoreland Road
Cornelius, NC 28031

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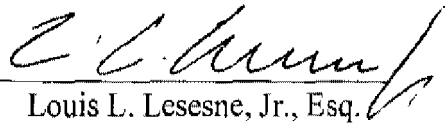
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MINDY E. WEINSTEIN
Regional Attorney

By: _____
KARA GIBBON HADEN
Trial Attorney
Equal Employment
Opportunity Commission
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**PLAINTIFF-INTERVENOR
CHRYSTAL MOOSE BRADSHAW**

By: 
Louis L. Lesesne, Jr., Esq.
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1001 Elizabeth Avenue, Suite 1-D
Charlotte, North Carolina 28204-2234
Counsel for Plaintiff-Intervenor

**DOUGLAS ELECTRICAL
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By: _____
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By: _____
Franklin D. Black, Jr.
9216-A Westmoreland Road
Cornelius, NC 28031

MARY F. BLACK, individually

By: _____
Mary F. Black
9216-A Westmoreland Road
Cornelius, NC 28031

FRANKLIN D. BLACK, JR., individually

By: _____
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