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Equal Employment Opportunity Commission v. Lowe's Home Centers, Inc.

Judge Ron Clark

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Equal Employment Opportunity Commission v. Lowe's Home Centers, Inc.

Keywords

EEOC, Lowe's Home Centers Inc., 9:06CV56, Consent Decree, Disparate Treatment, Compensation, Female, Sex, Title VII, Retail, Employment Law

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
LUFKIN DIVISION**

**Equal Employment Opportunity
Commission,**

Plaintiff,

v.

Lowe’s Home Centers, Inc.

Defendant.

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CIVIL ACTION NO. 9:06CV56

JURY

CONSENT DECREE

The Equal Employment Opportunity Commission (“Commission” or “EEOC”) has alleged that Defendant Lowe’s Home Centers, Inc. (“Lowe’s”) violated the Equal Pay Act of 1963 (“EPA”) and Title VII of the Civil Rights Act of 1964, as amended (“Title VII”), by subjecting Carol Baudat, Carol “Joy” Bailey, and other female employees at Lowe’s Store No. 1790 in Livingston, Texas, to pay practices made unlawful by these statutes.

Lowe’s has denied the EEOC’s allegations. The parties by this Consent Decree have agreed to compromise and settle disputed claims.

Now, therefore, the parties stipulate to the jurisdiction of the Court and waive a hearing and the entry of findings of fact and conclusions of law.

It is therefore ORDERED that:

1. This Consent Decree is entered in full and complete settlement of any and all claims arising out of or contained in EEOC Charge Nos. 330-2005-00402, 330-2005-05018, and this lawsuit, Civil Action No. 9:06-cv-00056. The entry of this Decree does not deprive EEOC or any state fair employment practices agency from investigating any other pending or future

EPA or Title VII claim against Lowe's.

2. Lowe's agrees that it will not retaliate against any individual who has provided testimony or evidence related to this lawsuit or to the investigation of EEOC Charge Nos. 330-2005-00402 and 330-2005-05018. Lowe's also reaffirms its commitment to not paying female employees at Store No. 1790 less than male employees at that store for equal work on jobs the performance of which requires equal skill, effort, and responsibility, except for reasons authorized by 29 U.S.C. § 206(d).

3. During the duration of this Consent Decree, any individual who assumes the position of Store Manager of Store No. 1790 or store Human Resources Manager at Store No. 1790 shall receive training in the appropriate implementation of Lowe's Salary Administration Plan within thirty (30) days of attaining the Store Manager or store Human Resources Manager position. Regardless of tenure in the position, the Store No. 1790 Manager and store Human Resources Manager shall receive training in the appropriate implementation of Lowe's Salary Administration Plan at least once every twelve (12) months.

4. During the duration of this Consent Decree, Lowe's shall create and maintain written documentation to explain Lowe's basis for assigning a newly hired hourly employee into a specific job classification with a corresponding pay grade and to place the newly hired hourly employee into a particular pay "step" within that pay grade at the time of his or her initial hire at Store No. 1790. If Lowe's hires an employee as a seasonal employee and does not assign that employee to a specific job classification, the documentation will specify the job classification and pay step or range that the Store Manager or Store Human Resources Manager used as a point of reference to establish the initial rate of pay for the seasonal employee. The Store Manager or Store Human Resources Manager at Store No. 1790 shall be responsible for creating and

maintaining this documentation.

5. Upon hire of an applicant for an hourly position at Store No. 1790, the Store Manager or Store HR Manager will discuss with the applicant his or her experience, skills and education identified on their application that form the basis for their initial job classification and hourly wage. The Store Manager or Store HR Manager will also inform a new hire of the job title for which she has been hired, as well as the pay grade [out of seven pay grades for hourly workers], “step,” and wage rate to which she will be initially assigned. If Lowe’s hires an employee as a seasonal employee and does not assign that employee to a specific job classification, the Store Manager or Store HR Manager will also inform a new hire of the job classification and pay step or range that the Store Manager or Store HR Manager used as a point of reference to establish the initial rate of pay for the seasonal employee. The Store Manager or Store HR Manager will explain why the information provided by the applicant motivated Lowe’s choice of classification, grade, and step, and will advise new hourly employees that they will be eligible for an increased hourly wage based on performance after 90 days of employment in accordance with Lowe’s policy.

6. A newly hired hourly employee at Store No. 1790 may utilize Lowe’s Open Door Program to raise concerns regarding initial hourly wage determinations to either Lowe’s District or Regional management.

7. Should any employee at Store No. 1790 express through Lowe’s Open Door Program or submit a verbal or written complaint to any member of Lowe’s management concerning his or her wage rate or salary, the complaint or concern will be addressed in writing within twenty-one (21) days by Lowe’s management.

8. At any time during the duration of this Consent Decree, but no more than two (2)

times in any calendar year, the Commission may monitor Lowe's compliance with this Decree by providing twenty (20) calendar days' notice of its intent to inspect the documentation referenced in paragraphs 4 and 7, above. Such inspection may occur, at Lowe's election, either by EEOC staff reviewing the original documents at the location where they are maintained, or by Lowe's providing copies to the EEOC's Houston District Office.

9. Lowe's agrees to pay the total sum of forty-three thousand dollars (\$43,000.00) in full and final settlement of the Commission's lawsuit. The Commission agrees to notify each Charging Party and each of the class members who will receive a portion of the settlement proceeds of the sum to be paid to each of them upon their execution of a Settlement Agreement and Release of Claims which will be sent by the Defendant to each individual.

10. Within five (5) calendar days of entry of the Consent Decree, the Commission shall notify Defendant of the sum to be paid to each Charging Party and each of the class members who will receive a portion of the settlement proceeds, and the address of each person who will receive a portion of the settlement proceeds. Said sums shall be paid within fifteen (15) days from the date of entry of the Consent Decree, or within ten (10) days after Lowe's receives an executed release of any claims the recipient may have under either Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2000e-17, or the Equal Pay Act, 29 U.S.C. § 206(d), whichever later occurs. A copy of the checks disbursed to each of them shall be mailed to the Commission's counsel of record on the same day the checks are mailed.

11. This Decree shall remain in effect for two years from the date of entry. During the period that this Decree shall remain in effect, the Court shall retain jurisdiction to assure compliance with this Decree and to permit entry of such further orders or modifications as may be appropriate. The EEOC will send written notice to Defendant of any alleged breach, and

provide Defendant at least ten (10) days for the opportunity to investigate and cure such breach. Should the parties be unable to resolve such a dispute after good faith attempts, and upon Defendant's failure to cure any alleged breach, the EEOC is specifically authorized to seek Court-ordered enforcement of this Decree in the event of a breach of any of the provisions herein.

12. The parties shall bear their own costs and attorney's fees.

So **ORDERED** and **SIGNED** this 23 day of February, 2007.



Ron Clark, United States District Judge