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EEOC v. Catie Food Systems Inc.

Judge Norman K. Moon

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EEOC v. Catie Food Systems Inc.

Keywords

EEOC, Equal Employment Opportunity Commission, Catie Food Systems, Wendy's Restaurant, 6:12-cv-00042-NKM-RSB, Hospitality, Sex, Female, Hostile Work Environment, Sexual Harassment

CLERK'S OFFICE U.S. DIST. COURT
AT LYNCHBURG, VA
FILED

FEB 23 2015

JULIA C. RUDLEY, CLERK
BY: *C. Amos*
DEPUTY CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF VIRGINIA
LYNCHBURG DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
)
CATIE FOOD SYSTEMS, INC.)
d/b/a WENDY'S RESTAURANT)
)
Defendant.)
_____)

Civil Action No. 6:12CV42

CONSENT DECREE

The Equal Employment Opportunity Commission (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. The Commission's complaint alleged that defendant Catie Food Systems, Inc. d/b/a Wendy's Restaurant ("Defendant"), subjected a class of female employees to sexual harassment and a sexually hostile work environment because of their sex, female. Defendant denies the allegations made by the Commission and further denies any wrongdoing or liability. Likewise, in entering into this Consent Decree the Commission does not disavow the allegations in its Complaint.

The Commission, and the Defendant, Catie Food Systems, Inc. (the "Defendant"), hereby stipulate to jurisdiction of the Court over the parties and agree that the subject matter of this action is properly before the Court.

The parties have advised this Court that they desire to resolve the allegations in the Complaint without the burden, expense, and delay of further litigation.

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 the Consent Decree; and (3) this Decree resolves all matters in controversy between the parties as provided in paragraphs 1 through 18 below.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. Defendant shall ensure that all managers, supervisors and employees are advised of the company's policies prohibiting sexual harassment and the creation of a sexually hostile work environment in accordance with Title VII. Defendant will take immediate action to eliminate any sexually harassing conduct or comments of which it becomes aware.

2. Defendant shall pay Robin Minter the sum of Thirty-Three Thousand Five Hundred Dollars (\$33,500) in settlement of the claims raised in this action. Defendant shall make payment by issuing a check payable to Robin Minter. Payment shall be made within fifteen (15) days after the Court approves this Consent Decree, and Defendant shall mail the check to Robin Minter at an address provided by the Commission. Within ten (10) days after the check has been sent, Defendant shall send to the Commission, a copy of the check and proof of its delivery to Robin Minter.

3. Defendant shall pay Ivy Bible the sum of Ten Thousand Dollars (\$10,000) in settlement of the claims raised in this action. Defendant shall make payment by issuing a check payable to Ivy Bible. Payment shall be made within fifteen (15) days after the Court approves this Consent Decree, and Defendant shall mail the check to Ivy Bible at an address provided by

the Commission. Within ten (10) days after the check has been sent, Defendant shall send to the Commission, a copy of the check and proof of its delivery to Ivy Bible.

4. Defendant shall pay Mary Fairweather the sum of Twenty-One Thousand Five Hundred Dollars (\$21,500) in settlement of the claims raised in this action. Defendant shall make payment by issuing a check payable to Mary Fairweather. Payment shall be made within fifteen (15) days after the Court approves this Consent Decree, and Defendant shall mail the check to Mary Fairweather at an address provided by the Commission. Within ten (10) days after the check has been sent, Defendant shall send to the Commission, a copy of the check and proof of its delivery to Mary Fairweather.

5. Neither the Commission nor Defendant make any representation, or assume any responsibility for any tax liability, assessments, interest, penalties and/or costs that Robin Minter, Ivy Bible, or Mary Fairweather may or may not incur under local, state and/or federal law on the payments identified above.

6. Defendant hereby certifies that there are no documents, entries, or references of any kind relating to the facts and circumstances which led to the filing of EEOC Charge Number 846-2009-36504 and the related events that occurred thereafter, including this litigation in the employment records of Robin Minter, Ivy Bible or Mary Fairweather. Defendant agrees that no such documents will be placed in the employment records of Ms. Minter, Ms. Bible or Ms. Fairweather at any time in the future.

7. Defendant will provide a neutral letter of reference to each of Robin Minter, Ivy Bible and Mary Fairweather in the form appended hereto as Exhibit A. Within ten (10) days of the entry of this Consent Decree by the Court, an original signed letter of reference for each individual shall be provided to Ms. Minter, Ms. Bible and Ms. Fairweather, respectively, at

addresses provided by the Commission. Ms. Minter, Ms. Bible and Ms. Fairweather are free to disseminate their respective letters to potential employers. Defendant agrees that if it receives any inquiry about a Ms. Minter, Ms. Bible or Ms. Fairweather from a potential employer, it will provide only the information set forth in the respective letter of reference in response.

8. Since the time of the alleged discrimination, Defendant has revised its anti-harassment policy. A copy of the revised policy is attached hereto as Exhibit B. Defendant shall distribute to each current employee a copy of the attached policy within forty-five (45) days of the entry of this Consent Decree. Within forty five (45) days of the entry of this entry of this Consent Decree, Defendant shall report compliance to the Commission.

(a) Defendant shall maintain Exhibit B, or other similar policy as may be revised or updated as appropriate, throughout the term of this Consent Decree. Defendant shall ensure that any revision or update to Defendant's policy includes the requirements of Title VII and its prohibition against sexual harassment. Any revision to Defendant's policy shall be distributed to all employees within thirty (30) days after the policy has been revised. Within forty-five (45) days after any revision or update to Defendant's policy, Defendant shall report compliance with the requirements of this sub-paragraph to the Commission.

(b) Since the time of the alleged discrimination, Defendant has incorporated its anti-harassment policy into its new employee orientation classes. During the term of this Decree, Defendant shall continue training new employees on its anti-harassment policy in its new employee orientation classes and shall distribute the most current version of its policy (Exhibit B or any revised policy as discussed in subpart (a) above) to all new employees as part of its new employee orientation.

9. During the term of this decree, Defendant shall post a copy of the policy described in paragraph 8, *supra*, in all of their restaurant locations in a place where it is visible to employees. If the policy becomes defaced or unreadable, Defendant shall replace it by posting another copy of the policy. Within thirty (30) days after the Consent Decree is entered, Defendant will post the policy and notify the Commission that it has been posted.

10. Defendant certifies that since the time of the alleged discrimination, Defendant has initiated a training program for all managers and supervisors which includes an explanation of the requirements of Title VII, and its prohibition against sexual harassment and retaliation in the workplace. The training program also includes an explanation of Defendant's policy referenced in paragraph 8 above, and an explanation of the rights and responsibilities of employees and managers under the policy. Defendant has provided the Commission with a copy of the program.

Defendant certifies that all managers and supervisors received the aforementioned training within one hundred (100) days prior to the submission of this Decree for entry or will receive such training within thirty (30) days after the entry of this Decree by the Court. For all training in accordance with this paragraph that occurred prior to the entry of the Consent Decree, Defendant has provided the Commission with the specific dates of training and a roster of all employees who attended the training on each date. Within sixty (60) days of the entry of this Decree, Defendant shall provide the Commission with the specific dates of all additional training conducted in accordance with this paragraph and a roster of all employees who attended the training on each date. This information shall be signed and certified by an officer of Defendant.

In or about November 2015, Defendant shall provide the training program referenced above to all of its managers and supervisors. At least fifteen (15) days prior to the program,

Defendant shall provide the Commission with an agenda for the training program by electronic mail sent to EEOC-CTDO-decree-monitoring@eoc.gov. The agenda should contain sufficient detail to show that the items mentioned immediately above (in this paragraph) will be included in the training. If the agenda meets this requirement, Defendant should presume that the agenda is approved unless contacted by the Commission regarding the agenda within five (5) days of submission of the agenda. Within ten (10) days after completion of the training program, Defendant shall certify to the Commission the specific training which was undertaken and shall provide the Commission with a roster of all employees in attendance.

11. Beginning within thirty (30) days after the entry of this Decree by the Court, and continuing throughout the term of this Decree, Defendant shall conspicuously post the attached Employee Notice, marked Exhibit C and hereby made a part of this Decree, in a place where it is visible to employees at Defendant's Smith Mountain Lake restaurant location at 12890 Booker T. Washington Highway, Hardy, Virginia. If the Notice becomes defaced or unreadable, Defendant shall replace it by posting another copy of the Notice. Within forty-five (45) days after entry of this Decree, Defendant shall notify the Commission that the Notice has been posted pursuant to this provision.

12. During the term of this Consent Decree, Defendant shall provide the Commission with reports at six (6) month intervals, with the first being due four (4) months after approval by the Court of this Decree. The reports will include the following information as it pertains to Defendant's restaurant located at 12890 Booker T. Washington Highway, Hardy, Virginia:

- A. The identities of all individuals who complained either verbally or in writing of unwelcome conduct based on sex, whether verbal or physical, including conduct the individual believed to be sexual harassment or believed to be a violation of Defendant's sexual harassment policy (referenced in paragraph 8 above) or Title VII of the Civil Rights Act of

1964. The “identity” of each individual should include the individual’s name, last known telephone number and address, and job title;

- B. For each individual identified in response to 12.A. above, provide a description of the alleged conduct and a description of what action, if any, Defendant took in response to the report/complaint.

Defendant agrees that within forty-eight (48) hours of a request by the Commission, Defendant shall provide social security numbers for individuals identified in paragraph 12.A above, as requested by the Commission.

In the event there is no activity to report pursuant to this paragraph, Defendant shall send the Commission a “negative” report indicating no activity.

13. The Commission may review compliance with this Decree. As part of such review, the Commission may upon forty-eight [48] hours notice to Jim Pike at an e-mail address previously provided by Defendant, interview employees and examine and copy documents. As part of a review for compliance with the posting provisions contained in paragraphs 9 and 11 above, the Commission may inspect Defendant’s Smith Mountain Lake restaurant at 12890 Booker T. Washington Highway, Hardy, Virginia without notice for the limited and exclusive purpose of confirming Defendant’s compliance with the posting provisions.

14. If anytime during the term of this Decree, the Commission believes that Defendant is in violation of the Decree, the Commission shall give notice of the alleged violation to Defendant. Defendant shall have twenty (20) days in which to investigate and respond to the allegations. Thereafter, the parties shall then have a period of ten (10) days or such additional period as may be agreed upon by them, in which to engage in negotiation regarding such allegations before the Commission exercises any remedy provided by law.

15. The term of this Decree shall be for eighteen (18) months from its entry by the Court.
16. All reports or other documents sent to the Commission by Defendant pursuant to this Consent Decree shall be sent by electronic mail to: (1) EEOC-CTDO-decree-monitoring@eeoc.gov; or (2) if by regular mail to - Lynette A. Barnes, Regional Attorney, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202.
17. Each party shall bear its own costs and attorney's fees.
18. This Court shall retain jurisdiction of this cause for purposes of monitoring compliance with this Decree and entry of such further orders as may be necessary or appropriate.

February 23, 2015
Date

Norman K. Moon
Norman K. Moon
Judge, U.S. District Court
Western District of Virginia

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

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION, Plaintiff

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CATIE FOOD SYSTEMS, INC. d/b/a
WENDY'S RESTAURANT, Defendant

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