

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
JACKSON DIVISION**

**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,**

PLAINTIFF,

VS.

**VENTURE, INC., D/B/A
SAVE-A-LOT**

DEFENDANT.

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**CIVIL ACTION
3:11-CV-596-WHB-LRA**

CONSENT DECREE

I. INTRODUCTION

Plaintiff Equal Employment Opportunity Commission (hereinafter “EEOC” or “Commission”) brought this action against Defendant Venture, Inc. d/b/a Save-A-Lot (“Venture, Inc.” or “the Defendant”) under Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e *et seq.*, as amended by Title I of the Civil Rights Act of 1991 (“Title VII”). The Commission brought this action on behalf of Yumieko Hodge, Shamekia Williams-Nichols, Panisha Williams, Keisha Flowers, Chasity Robinson, Crystal Spann, Sheeba Dixon, Kecia Boone, Francesa Sanders, Frandreka Sanders, Brittany Bridges, Sophia Harris, Ralencia Pickens, Alice Kelly, Meshia Pickens, Ayzhe Wilder, Jasmine Robinson, Shameka Riley, Jasmine

Crozier, Shakia Kenreich, Krischel Nelson, Charessa Walker, Tawanda Mack, Jeanell Brownlee, Ruby Krueger, Sabrina Dent, Erielle Mack, Valarie Cotton, Mary Galey, Linda Brinson, Maria Shelton, Virea Shelton and anyone else the EEOC identifies as a class member (said individuals being referred to hereafter collectively as “the Class”) the public interest and Charging Party Yumeiko Hodge (“Hodge”); alleging Defendant discriminated against a class of female employees at its Mississippi stores. More specifically, the Commission alleges that Venture, Inc. discriminated against Hodge and a class of similarly situated female employees on the basis of sex (female) by allegedly subjecting them to a sexually hostile work environment. The Commission further alleges that Defendant’s actions and failure to take effective remedial relief caused mental, emotional, and physical harm to the Class. Moreover, the Commission alleges Defendant terminated Yumeiko Hodge in retaliation for her opposition to Defendant’s unlawful conduct. On January 5, 2012, Plaintiff-Intervenor Franseca Sanders (“Sanders”) filed a complaint pursuant to Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, as amended by the Civil Rights Act of 1991. Sanders alleges Venture, Inc. subjected her to sexual harassment and a hostile work environment based on sex. Defendant denies all of these allegations.

The Commission, on behalf of itself and the Class, Hodge, Sanders, and Venture, Inc. (collectively referred to as the “Parties”), to avoid the expense of

extensive discovery and litigation, and to avoid the uncertainty of contested and disputed facts and liability, have decided to resolve this matter through settlement and the entry of this Consent Decree.

1. This Consent Decree (“the Consent Decree”) is entered into by the EEOC and Venture, Inc. to settle all claims asserted. This Consent Decree, and its terms, shall be final and binding on the EEOC and Venture, Inc., including its present and future representatives, agents, directors, officers, assigns and successors and all persons in active concert or participation with it.

2. The EEOC and Defendant Venture, Inc. do hereby agree to the entry of this Consent Decree, which shall fully and finally resolve all claims which were raised by the EEOC in its Complaints (including all amendments thereto) in Civil Case No. **3:11-CV-596-WHB-LRA**. This Consent Decree shall not constitute an adjudication of or finding on the merits of the case and shall not be construed as an admission or acknowledgment by Defendant of any violation of Title VII.

3. Defendant Venture, Inc. denies the allegations contained in Commission's Complaint (including all amendments thereto) and Sanders' Complaint (including all amendments thereto). It is understood that the entry of this Consent Decree does not constitute an admission by Venture, Inc. of any violation of Title VII, §1981, or any provisions of Mississippi law, and that all allegations of liability are expressly denied by Venture, Inc.

II. GENERAL PROVISIONS

Upon consent of the parties to this action, it is hereby ORDERED, ADJUDGED, and DECREED that:

4. This Court has jurisdiction over the parties and the subject matter of this action. The Parties stipulate to the jurisdiction of the Court and waive a hearing and the entry of findings of fact and conclusions of law.

5. The terms of this Consent Decree are and shall be binding upon the present and future representatives, agents, directors, officers, heirs, assigns, and successors of the Parties. This paragraph shall not be construed as placing any limit on remedies available to the Court in the event that any of the Parties and/or individual is found to be in contempt for a violation of this Consent Decree.

6. The Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint (including all amendments thereto) in Civil Case No. **3:11-CV-596-WHB-LRA** with prejudice. This Consent Decree shall fully and finally resolve all claims contained in, or arising out of, Yumeiko Hodge's Charge of Discrimination, Charge No. 423-2009-02298, and all claims asserted on behalf of the Class. The Consent Decree does not affect any other administrative charges which may be pending with the EEOC, except that the Class' release shall cover all claims asserted that existed or accrued on or before August 15, 2013. This paragraph shall not be construed as placing any limit on

remedies available to the Court in the event that any party or individual is found to be in contempt of the Consent Decree.

7. No waiver, modification, or amendment of any provision of this Decree shall be effective unless made in writing, approved by all Parties to this Decree, and approved by the Court or ordered by the Court.

8. The Consent Decree shall be filed in the United States District Court for the Southern District of Mississippi and shall continue to be in effect for a period of thirty (30) months from the date the Consent Decree is entered by the Court. Any modification of this Consent Decree by any party must be made by motion to the Court.

9. The Court retains jurisdiction over this case in order to enforce the terms of the Consent Decree.

10. This Consent Decree constitutes the complete agreement among the Parties with respect to matters referred to herein. This Decree is final and binding upon the Parties, their agents, successors, and assigns.

11. The Consent Decree shall apply to the Defendant's Mississippi operations, and all employees, including temporary and contract employees working in or for these stores, and all employees in any other location who provide EEO compliance and human resources support to, and supervisory and/or decision-making authority over these locations.

III. MONETARY RELIEF

12. Venture, Inc. agrees to pay in full settlement of all claims alleged against it by the Class and the EEOC the gross sum of three hundred twenty-five thousand dollars (\$325,000), (“the Settlement Fund”) as follows:

(a) one hundred thousand dollars (\$100,000) within thirty (30) days of the entry of this Consent Decree;

(b) twenty-five thousand dollars (\$25,000) within one hundred twenty (120) days of the entry of this Consent Decree;

(c) thirty-three thousand three hundred thirty-three and 33/100ths dollars (\$33,333.33) within two hundred ten (210) days of the entry of this Consent Decree;

(d) thirty-three thousand three hundred thirty-three and 33/100ths dollars (\$33,333.33) within three hundred (300) days of the entry of this Consent Decree;

(e) thirty-three thousand three hundred thirty-three and 33/100ths dollars (\$33,333.33) within three hundred ninety (390) days of the entry of this Consent Decree;

(f) thirty-three thousand three hundred thirty-three and 33/100ths dollars (\$33,333.33) within four hundred eighty (480) days of the entry of this Consent Decree;

(g) thirty-three thousand three hundred thirty-three and 33/100ths dollars (\$33,333.33) within five hundred seventy (570) days of the entry of this Consent Decree; and

(h) thirty-three thousand three hundred thirty-three and 35/100ths dollars (\$33,333.35) within six hundred sixty (660) days of the entry of this Consent Decree.

The EEOC shall determine how the Settlement Fund is to be allocated among the Class (including Hodge and Sanders) and shall provide written notice of same to Defendant within ten (10) days after entry of this Decree.

13. For Sanders, payment by individual check shall be delivered to her counsel from Venture, Inc. in the amount designated by the Commission within eight days of the Court's filing of this Consent Decree. Sanders must execute a release in order to receive these settlement funds. Venture will provide copies of those checks to the EEOC and to a trustee named by the Commission (the "Trustee"). Venture shall receive a credit towards the \$100,000 payment for the amount of the aforementioned payment(s) to Sanders. The remainder of the funds due on that date will be paid directly to the Trustee. The Trustee or his designee¹

¹ In order to facilitate tax reporting, the EEOC and Venture have agreed as follows. The Trustee shall notify Venture in writing when the Trustee has funds on hand for a payment to a claimant. Upon Venture's receipt of this written notice, Venture has two business days to advise the Trustee of Venture's desire to make said payment directly to the claimant. In the event Venture advises the Trustee that it desires to make said payment directly to the claimant, the Trustee shall make arrangements to provide the

shall make payment to the individual Hodge and the individual Class members by check payable to each individual Class member and/or her counsel. Each individual check shall be in an amount specified by the Commission, paid when funds are on hand for payment, and delivered to counsel for the individual Class member or directly to the identified Class Member at an address provided by EEOC. The Trustee shall mail a photocopy of each check to the attention of the Regional Attorney, Equal Employment Opportunity Commission, Birmingham District Office, 1130 – 22nd Street South, Suite 2000, Birmingham, Alabama 35205 at the time the check is mailed. The Trustee shall be entitled to deduct a Trustee's fee not to exceed an amount equal to 3% of the amount disbursed.

14. The parties agree that the monies paid in settlement of this case are for asserted emotional distress damages and for asserted backpay damages sustained by each individual Class member, Hodge and Sanders as a result of the alleged conduct complained of on their behalves in the Complaints (including all amendments thereto). The parties agree and stipulate that 20% of the payment to each class member shall be treated as back wages and subject to appropriate withholdings. The remaining payments shall be paid as compensatory damages

funds for said payment to Venture, and Venture shall make the payment directly to the claimant forthwith, without delay, after the funds received from the Trustee have cleared, and Venture shall mail a photocopy of each check to the attention of the Regional Attorney, Equal Employment Opportunity Commission, Birmingham District Office, 1130 – 22nd Street South, Suite 2000, Birmingham, Alabama 35205, and to the Trustee at the time the check is mailed.

and no withholdings shall be made from that portion of the payment. Venture, Inc. shall report all monetary payments to the individual Class members under this Decree on IRS Form 1099 and on form IRS Form W-2 as appropriate.

15. The payment shall be in full, complete and absolute satisfaction and settlement of the EEOC's claims that it asserted or could have asserted on behalf of the Class, Hodge's claims and Sanders' claims of sex discrimination, retaliation and/or posting violations against Venture, Inc., which is the consideration for, and basis of, this Consent Decree, as alleged in the EEOC Charge filed by Yumeiko Hodge and raised or asserted in the EEOC's Complaint (including all amendments thereto) and Sanders' Complaint (including all amendments thereto).

16. Within 10 days after the entry of this Consent Decree, the EEOC shall provide Venture with a confidential notice containing the name, address, date of birth, and social security number of each member of the Class, as well as the amount to be disbursed to each Claimant. The Release for all class members shall be delivered by Venture to the Trustee within 20 days thereafter. The Trustee shall provide the Release to each Class member at the time payment is tendered to that Class member, and each Class member must execute the release in order to receive the settlement funds from the Trustee. The Trustee shall not make the payment to any class member unless the particular class member to whom the payment is tendered executes the Release.

17. An individual Class Member and/or Hodge may appeal the EEOC's determination of the amount designated for her as settlement from the Settlement Fund. The objection, however, is limited to challenging the EEOC's application of the criteria set forth below. Individual Class Members and Hodge may not challenge the Consent Decree or any of the terms herein.

A. Criteria. EEOC will determine the settlement amount of each individual Class Member and Hodge claim based on the following criteria:

- (a) Hodge's and individual Class Member's age, education level, or other vulnerability factors at the time of the alleged discrimination and/or alleged constructive discharge;
- (b) the nature and extent to which Hodge or individual Class Member was allegedly subjected to a hostile work environment based on sex during the relevant period;
- (c) the severity of alleged harassment to which Hodge or individual Class Member was subjected during the relevant period;
- (d) the length of time Hodge or individual Class Member worked in the alleged sexually hostile environment during the relevant period;
- (e) whether Hodge or individual Class Member made efforts to complain about the alleged hostile conditions of employment during the relevant period;
- (f) whether Hodge or individual Class Member was actually or allegedly constructively terminated during the relevant period;
- (g) the nature and extent of alleged emotional injury to Hodge or individual Class Member;

(h) the specificity and verifiability of Hodge or individual Class Member's allegations; and

(i) the extent to which Hodge or individual Class Member participated in and contributed to the EEOC's litigation effort.

B. Written Objection to EEOC. A Charging Party or individual Class Member may object by delivering to EEOC's Regional Attorney C. Emanuel Smith c/o Equal Employment Opportunity Commission, Birmingham District Office, 1130 22nd Street South, Suite 2000, Birmingham, Alabama 35205, Fax: (205) 212-2041, a detailed written explanation of the basis for the objection at any time prior to January 1, 2014.

C. If there are objections to the settlement amount, EEOC will promptly forward them to the attention of U.S. Magistrate Judge Robert Walker with a statement of position by EEOC. Copies of the objection shall be forwarded also to the Defendant. The parties agree that Magistrate Walker may conduct a hearing, if necessary, to determine any unresolved objections. The determination on the settlement amount objection by Magistrate Judge Walker shall be final for purposes of this Consent Decree.

18. Any of the settlement monies that remain unclaimed more than six hundred sixty (660) days after the entry of this Consent Decree ("Residual Funds"), including earned interest, shall be distributed to an organization(s) selected by the EEOC to receive the residual funds. EEOC shall provide Venture,

Inc. with the recipient organization's identity and contact information within six hundred sixty (660) days after the entry of this Consent Decree. Trustee shall issue the Residual Funds, by check made out to the recipient organization(s), within thirty (30) days of the EEOC providing Venture, Inc. the identity of, and contact information for, the recipient organization(s). The organization shall be one or more organizations whose focus includes seeking workplace equality for women. Defendant shall mail a photocopy of the check to the attention of the Regional Attorney, Equal Employment Opportunity Commission, Birmingham District Office, 1130 – 22nd Street South, Suite 2000, Birmingham, Alabama 35205 at the time the check is mailed to the recipient organization. In no event shall there be a reversion of any part of the settlement monies to Venture, Inc.

IV. GENERAL INJUNCTIVE RELIEF

19. Defendant Venture, Inc. shall not engage in any employment practice which constitutes unlawful sexual harassment, sexual discrimination or retaliation under Title VII. Specifically, Defendant Venture, Inc. is enjoined from creating, fostering or tolerating or subjecting any employee to a sexually hostile work environment, or retaliation under Title VII.

20. Defendant Venture, Inc. shall develop effective policies and/or procedures that seek to prevent employees from being subjected to sexual harassment, sexual discrimination and retaliation under Title VII. The prohibited

harassment, discrimination, and retaliation shall include retaliatory and sexually hostile, offensive, and derogatory conduct or communications including, but not limited to, touching, threats, taunts, jokes, comments, statements, demonstrations, images, photographs, cartoons, drawings, and/or graffiti. The referenced policies and/or procedures also shall prohibit sex or retaliation from being an implicit or explicit term of employment.

21. Defendant Venture, Inc. shall develop policies and/or procedures that require that investigations and inquiries into reports of sexual harassment, sexual discrimination, and retaliation be conducted in good faith, and that allow employees to raise concerns or complaints about sexual harassment, sexual discrimination and retaliation without fear of retaliation.

22. Defendant Venture, Inc. shall develop policies and/or procedures that require that all documents related to or generated by allegations of sexual harassment, sexual discrimination, and retaliation by any employee are placed and maintained in a confidential file marked "Sex/Retaliation Allegations." Defendant Venture shall develop policies and/or procedures that require consideration of past allegations and findings of sexual harassment, sexual discrimination, and retaliation against an employee, supervisor or manager in investigating and making determinations related to new allegations of sexual harassment, sexual discrimination, or retaliation against the same employee, supervisor or manager.

23. Defendant Venture, Inc. shall develop policies and/or procedures that provide that employees, supervisors and managers who engage in sexual harassment, sexual discrimination, or retaliation will be subject to discipline, up to and including discharge.

24. Defendant Venture, Inc.'s policies and/or procedures shall ensure that, to the extent that supervisors and managers undergo verbal or written informal or formal performance evaluations, their enforcement of and compliance with Title VII, this Consent Decree, and Defendant Venture, Inc.'s sexual harassment, sexual discrimination, and retaliation policies and procedures shall be discussed and factored into their evaluation and any related rating, or other employment action. To the extent Defendant Venture, Inc. uses written performance evaluations for supervisors and managers, the written evaluations shall identify as a factor in the evaluation the supervisor's or manager's compliance with Title VII, this Consent Decree, and Defendant Venture, Inc.'s sexual harassment, sexual discrimination, and retaliation policies and procedures, and shall describe how the supervisor or manager performed in the area of sexual harassment and retaliation.

25. Defendant Venture, Inc. shall develop policies and/or procedures that provide for the distribution and dissemination of its sexual harassment, sexual discrimination, and retaliation policies and procedures to all its employees, supervisors, and managers. Defendant Venture, Inc. shall develop policies and/or

procedures that educate all employees, supervisors and managers on how to report sexual harassment and that encourages them to do so.

26. Defendant Venture, Inc. shall develop policies and/or procedures for training employees, supervisors and managers in the areas of sexual harassment, sexual discrimination, and retaliation.

27. Defendant Venture, Inc. shall comply fully with all provisions of this Consent Decree and Title VII. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of Defendant Venture, Inc. under Title VII or the EEOC's authority to process or litigate any charge of discrimination which may be filed against Defendant Venture, Inc. in the future.

28. Defendant Venture, Inc. shall remove from the personnel files of the individual Class members any negative information related to the alleged discrimination and/or retaliation the Class Members allege to have experienced at the Mississippi stores.

V. SPECIFIC INJUNCTIVE RELIEF

29. Defendant Venture, Inc. shall require that all allegations of sexual harassment, sexual discrimination, and retaliation that are discovered or observed by, or brought to the attention of, a Defendant Venture, Inc. supervisor or manager is relayed by that supervisor or manager to Dan Myers ("Myers"), or in the event Myers is no longer affiliated with Venture, Inc., the Defendant's Human Resources

Director.

30. Defendant Venture, Inc.'s employees shall report sexual harassment, sexual discrimination, and retaliation to Myers, the Store Manager, or the Defendant's Human Resources Director.

31. On discovery by Myers or the Human Resources Director or on receipt by Myers or the Human Resources Director of an allegation, report or complaint of sexual harassment, sexual discrimination, or retaliation, Myers, the Human Resources Director or his/her/their designee shall initiate an investigation of the alleged misconduct within twenty-four hours of discovery or receipt of the information, or on the first business day after discovery or receipt, whichever is later. The investigation initiated by Myers, the Human Resources Director, or his/her/their designee shall include, but not be limited to, interviewing the alleged victim, alleged harasser and other persons alleged to have knowledge of the relevant events. The investigation shall include, but not be limited to, identifying and interviewing persons with knowledge about prior instances of sexual harassment and retaliation by the alleged harasser, and reviewing documents related to prior instances of sexual harassment, sexual discrimination, and retaliation by the alleged harasser.

32. Defendant Venture, Inc. as part of its investigation of and inquiries into allegations, reports or complaints of sexual harassment, sexual discrimination,

and retaliation, shall memorialize the sexual harassment, sexual discrimination, and retaliation allegations, reports and complaints in writing, obtain written statements, make written findings (including the names and contact information for witnesses) and make written determinations and recommendations. These, and any other documents generated by or related to the investigation or inquiry, shall be placed and retained in the confidential file described above in this Consent Decree (Sex/Retaliation Allegations file), and maintained by the person responsible for the Human Resources function (or his/her designee). In the event Defendant Venture, Inc. shall find or determine an allegation, report or complaint of harassment, discrimination, or retaliation to be substantiated, or if the finding or determination is inconclusive, Defendant Venture shall place and retain in the alleged harasser's official personnel file a notice directing the reader to the Sex/Retaliation Allegations file.

33. Defendant Venture, Inc. shall require that any employee who is determined to have sexually harassed, sexually discriminated, or retaliated against another employee in violation of Title VII and Defendant's policies and procedures shall be notified by Defendant Venture, Inc. in writing and required to attend at least two (2) hours of anti-harassment, anti-sexual discrimination, and anti-retaliation counseling, unless the employee's employment with Venture, Inc. is terminated for such harassment. Willful failure to attend counseling on the

direction of the Defendant Venture, Inc. shall be entered into the employee's official personnel file and the confidential file and shall be grounds for discipline, up to and including termination.

34. Defendant Venture, Inc. shall not retaliate against any person because of that person's allegation, report or complaint of sexual harassment, sexual discrimination, or retaliation, opposition to any practice made unlawful under Title VII, or filing of a charge, giving of testimony or assistance, or participation in any manner in any investigation, hearing or proceeding under Title VII.

35. Named class members shall direct all communication regarding their employment with Venture, Inc. to Dan Myers. In the event Mr. Myers receives an inquiry from any prospective employer concerning the named class member's employment with Venture, Inc. he will limit the information provided to the named class member's title, and dates of employment. Mr. Myers shall not divulge, directly or indirectly, to any employer or potential employer of the named class members any of the facts or circumstances related to the underlying charge of discrimination against Defendant Venture, Inc. or any of the events relating to the named class member's participation in the litigation of this matter.

36. Defendant Venture, Inc. shall, to the degree reasonably possible, seek to ensure that allegations of sexual harassment, sexual discrimination, and retaliation, and the associated investigation and determination, are not made public

and are shared only with potential witnesses when it determines that such disclosure is necessary to conduct a thorough interview and investigation. Witnesses shall be required to maintain the disclosure as confidential.

VI. POSTING OF NOTICE

37. Within sixty (60) business days after entry of the Consent Decree, Defendant Venture, Inc. shall post 8½ inch x 11 inch sized copies of the Notice attached as **Exhibit A** to the Consent Decree on all bulletin boards usually used by Defendant Venture, Inc. for announcements, notices of employment policy or practice changes to employees at all stores in the State of Mississippi, including but not limited to stores located in Jackson, Mississippi, Yazoo City, Mississippi, and Brookhaven, Mississippi.

38. Defendant Venture, Inc. shall provide a copy of the signed Notice, and an indication of the date(s) and location(s) of its posting, to the attention of the Regional Attorney of EEOC's Birmingham District Office, at the address set forth above, within ten (10) days of the posting. Defendant Venture, Inc. shall permit a representative of the EEOC to enter Venture's premises at its Jackson, Mississippi stores at any time during normal business hours for the purpose of verifying compliance with this paragraph.

39. Defendant Venture, Inc. shall take all reasonable steps to ensure that the posting is not altered, defaced, covered by any other material, or removed.

Should the posted copy become altered, defaced, covered or removed, or become otherwise illegible, Defendant Venture, Inc. shall promptly re-post a legible copy in the same manner as heretofore specified. The posted Notice shall be the same type, style and size as the printing on Exhibit A and shall bear the signature of the chief executive officer of Venture, Inc.

VII. TRAINING

40. Defendant Venture, Inc. shall provide training at its Mississippi locations on the requirements of Title VII on the following terms:

- a. Within six (6) months of the effective date of this Consent Decree, Defendant Venture, Inc. shall provide training to all of its Mississippi employees, supervisors and managers on employee and management rights and obligations under Title VII, with a special emphasis on Title VII's prohibitions against sexual harassment, sexual discrimination, and retaliation and on Defendant Venture's policy against sexual harassment, sexual discrimination, and retaliation. The training shall include a description of types of behavior which, alone or combined with other behaviors, could constitute sexual harassment, sexual discrimination, and retaliation. The training also shall explain the steps employees may take to report sexual harassment, sexual retaliation, and retaliation, and contain assurances of non-retaliation

and efforts to keep the matter as confidential as reasonably possible.

The training will be repeated (with modifications to ensure its compliance with the law) once annually during each remaining 12-month period that the Consent Decree is in effect.

- b. Each annual training session shall last one (1) hour, and shall generate a registry containing signatures of all persons in attendance for each training. Each registry shall be retained by Defendant Venture, Inc. for the duration of the Consent Decree.
- c. Each annual training session will be delivered in accord with an outline prepared at least one-week in advance of the training. The outline, all training materials (pamphlets, brochures, agendas, videos), and the registry shall be delivered to the EEOC Birmingham District Office, via first class mail to the attention of the Regional Attorney, within 30 days after each training session. Acceptance or review of these materials by EEOC shall not constitute approval of any of said materials, but will be retained for compliance purposes.

41. Defendant Venture, Inc. shall provide to the EEOC in writing within fifteen (15) business days before the annual training session(s) begin, a listing by payroll number of all current employees at the Mississippi facilities, including managers and supervisors, as of the date of the training. After the training sessions

have occurred, Defendant Venture, Inc. shall certify to the EEOC in writing that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the dates, location and duration of the training sessions; and (ii) a copy of the registry of attendance, which shall include the payroll number and union or management designation of each person in attendance. The payroll listing and the certification shall be delivered to the EEOC, via first-class mail, to the attention of the EEOC Regional Attorney.

VIII. DISPUTE RESOLUTION

42. In the event that any party to the Consent Decree believes that the other party has failed to comply with any provision(s) of the Consent Decree, the complaining party shall notify the other party of the alleged non-compliance within fifteen (15) days of discovery of the alleged non-compliance and shall afford the alleged non-complying party fifteen (15) business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within fifteen (15) business days, the complaining party may apply to the Court for appropriate relief.

IX. EEOC REPORTS

43. Defendant Venture, Inc. shall submit to the attention of the Regional Attorney, Equal Employment Opportunity Commission, Birmingham District Office, 1130-22nd Street South, Suite 2000, Birmingham, Alabama 35205 every 180 days following the effective date of the Consent Decree, a report containing the following: (1) the name(s) of all Mississippi employees who filed complaints of, or reported, alleged sexual harassment, sexual discrimination, or retaliation; (2) the supervisor, manager or HR person to whom the complaint or report of alleged sexual harassment, sexual discrimination, or retaliation was made; (3) the date the sexual harassment complaint or report first was made, and (if not to the department of Human Resources/Personnel) the date the complaint or report was received by the department of Human Resources/Personnel; (4) a brief (3 paragraphs at minimum) description of the alleged conduct underlying the complaint or report of sexual harassment, sexual discrimination, or retaliation including whether the alleged harasser or discriminating or retaliating Venture, Inc. employee, was a supervisor, manager or co-worker; (5) a statement that Defendant Venture, Inc. was/was not aware of prior sexual harassment, sexual discrimination, or retaliation reports or allegations of sexual harassment, sexual discrimination, or retaliation, by the accused harasser, alleged discriminating employee, or alleged retaliatory employee; (6) whether the investigation is still pending, and, if concluded,

Defendant Venture, Inc.'s findings and a description of any personnel (i.e., disciplinary, corrective, performance evaluation) or training action taken in response to the allegation, and/or the findings.

44. Defendant Venture, Inc. should take all reasonable steps to discover information responsive to the preceding six (6) items including, but not limited, surveying supervisors and managers, and reviewing records. If Defendant Venture, Inc. is unaware of any sexual harassment, sexual discrimination, or retaliation, or any reports or allegations of sexual harassment, sexual discrimination, or retaliation, it should so state. The report to the Regional Attorney should be signed and affirmed by the Human Resources Director and/or Chief Executive Officer.

X. COSTS AND ATTORNEY FEES

45. Each party shall bear its own attorney's fees and costs incurred in this action up to the date of the entry of this Decree.

XI. DURATION OF DECREE

46. The duration of the Consent Decree shall be thirty (30) months from its entry. The Court shall retain jurisdiction over this action for the duration of the Consent Decree, during which Defendant Venture, Inc. or the EEOC may petition this Court for compliance with the Consent Decree. Should the Court determine that any party has not complied with this Consent Decree, appropriate relief,

including extension of the Consent Decree for such period as may be necessary to remedy its non-compliance, may be ordered. Absent extension, the Consent Decree shall expire by its own terms at the end of thirty (30) months from the date of entry, without further action by the Parties.

The parties agree to the entry of the Consent Decree subject to final approval by the Court.

IT IS SO ORDERED THIS THE 22nd day of November, 2013.

s/William H. Barbour, Jr.
WILLIAM H. BARBOUR, JR.
SENIOR UNITED STATES DISTRICT JUDGE

ATTORNEYS FOR EQUAL
EMPLOYMENT OPPORTUNITY COMMISSION:

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JAMES L. LEE
DEPUTY GENERAL COUNSEL

GWENDOLYN YOUNG REAMS
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VENTURE, INC.

[Signature]
AUTHORIZED REPRESENTATIVE

ATTORNEYS FOR FRANCESCA
SANDERS