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MAR 17 2003

U. S. DISTRICT COURT IN THE UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MO. FOR THE EASTERN DISTRICT OF MISSOURI
ST. LOUIS EASTERN DIVISION

FILED

MAR 20 2003

U. S. DISTRICT COURT
EASTERN DISTRICT OF MO

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

Plaintiff,)

v.)

Q STOP, L.L.C.,)
and QUICK STOP, L.L.C.)

Defendants.)

CIVIL ACTION NO.
4:02CV01039 RWS

So Arduous

Elizabeth S. ...
3/21/03

CONSENT DECREE

Plaintiff, Equal Employment Opportunity Commission (hereinafter the "Commission"), has instituted this action alleging that Defendant Q Stop, L.L.C. discriminated against Diane Harmon because of her alleged disability, a paralyzed leg resulting from childhood polio, by terminating her in violation of the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. § 12101, et seq. The EEOC has alleged that, had Defendants not unlawfully terminated Harmon, she would have continued her employment as cashier/clerk at their convenience store from the date she was dismissed, on or about January 26, 2000.

The EEOC has indicated its belief that the operations of Defendants, Q STOP, L.L.C. and QUICK STOP, L.L.C. are so intertwined that the separate entities should be treated as an integrated enterprise for purposes of coverage and liability. Defendants deny that they are such an integrated enterprise.

For purposes of settlement and compromise only, the parties have advised the Court that they wish to resolve the instant controversy without the expense, delay, and burden of further litigation in accordance with the terms of this consent decree:

THEREFORE, it is the finding of this Court, made on the pleadings and on the record as a whole and upon agreement of the parties, that: (i) this Court has jurisdiction over the parties to and the subject matter of this action for the purposes of entering and enforcing this consent judgment, (ii) the requirements of the ADA will be carried out by the implementation of this Decree, (iii) this Decree is intended to and does resolve all matters in controversy in this lawsuit among the parties, and (iv) in light of the costs and inconveniences of litigation the terms of this Decree constitute a fair and equitable settlement of all issues in this lawsuit.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

I. General Provisions

1. This Decree, being entered with the consent of the parties for purposes of settlement, shall not constitute an adjudication on the merits of this lawsuit and shall not be construed as an admission by Defendants of any violation of the ADA or any executive order, law, rule or regulation dealing with or in connection with disability discrimination in employment.

2. Defendants shall not discriminate or retaliate against any person because he has opposed any practices alleged in this action as unlawful under the ADA, has participated in an investigation conducted under the ADA with respect to this complaint, or because he has participated in this lawsuit or has benefitted in any way as a result of this Consent Decree.

II. Relief for Charging Party

1. On March 17, 2003, Q-Stop shall forward to Robert G. Johnson, Regional Attorney, Equal Employment Opportunity Commission, 1222 Spruce St., Room 8.100, St. Louis, MO 63103:

- a. a check made payable to Diane Harmon in the gross backpay amount of \$5,000, less only any applicable deductions for the employee's portion of FICA and applicable federal and state income tax withholdings to settle any and all claims for back pay;
- b. a statement itemizing the deductions from the check issued pursuant to subsection a above; and
- c. a check made payable to Diane Harmon in the gross amount of \$15,000, less only any applicable deductions for the payee's portion of applicable federal and state income tax withholdings which

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would be due if the same were a payment for damages for emotional distress, to partially settle any and all claims for emotional distress.

2. On January 12, 2004, Q-Stop shall forward to Robert G. Johnson, Regional Attorney, Equal Employment Opportunity Commission, 1222 Spruce St., Room 8.100, St. Louis, MO 63103:

a. a check made payable to Diane Harmon in the gross amount of \$15,000, less only any applicable deductions for the payee's portion of applicable federal and state income tax withholdings which would be due if the same were a payment for damages for emotional distress, to complete the settlement of, and to fully and completely settle any and all claims for, emotional distress.

III. Posting and Policies

1. Defendants shall post and cause to remain posted copies of the notice attached hereto as Exhibit A in locations publicly visible to all employees in all facilities owned and operated by Defendants, within Missouri for a period of three (3) years starting from the date of entry of this Decree.

2. Within thirty (30) days of the entry of this Decree, Defendants shall cause the policy attached hereto as Exhibit B to be signed by its owner and distributed to each and

every management level employee at all facilities owned and operated by Defendants in Missouri. Defendants shall also cause all of the aforementioned employees to sign the statement attached hereto as Exhibit C to indicate that they have received and read the policy.

IV. Reporting, Record-keeping, and Access

1. Within forty-five (45) days of the entry of this Decree, Defendants shall prepare and submit to the EEOC's Regional Attorney in its St. Louis District Office a letter indicating as follows:

- a. that the notice has been posted as required by section III, paragraph 1, above, and
- b. that the Equal Employment Opportunity policy has been distributed as required by section III, paragraph 2, above.

The signed copies of Exhibit C shall be enclosed with the letter.

2. During the term of this Decree Defendants shall allow representatives of the Commission to review Defendants' compliance with this Decree by inspecting and photocopying relevant documents and records, interviewing employees and management officials on their premises, and inspecting their premises. Such review of compliance shall be initiated by written notice to the Defendant's attorney of record

at least five business days in advance of any inspection of a Defendant's documents or premises. In reviewing the compliance, reasonable care will be taken to prevent disruption of Defendant's business or damage to Defendant's reputation.

V. Term and Effect of Decree

1. To the knowledge of the parties and the Court, there are no other charges of discrimination against either Defendant pending before Plaintiff. However, in the event there are any such charges pending, by entering into this Decree the parties do not intend to resolve any charges of discrimination currently pending before the Plaintiff other than the charge that created the procedural foundation for the complaint in this case.

2. This Decree shall be binding upon the parties hereto, their successors and assigns. Defendants shall affirmatively notify any purchasers of the obligations of this Consent Decree prior to any sale which may take place.

3. This Decree shall be for a period of three years and can only be extended for good cause shown. During the Decree's term the Court shall retain jurisdiction of this cause for purposes of compliance.

4. Each party shall bear that party's own costs.

DATE:

U.S. DISTRICT JUDGE

BY CONSENT:

FOR DEFENDANTS:

Rachelle Auld
CHARLES S. KRAMER
RACHELLE AULD
7700 Bonhomme, 7th Floor
St. Louis, Missouri 63105
(314) 727-0101

FOR PLAINTIFF:

NICHOLAS M. INZEO
Acting Deputy General
Counsel

Robert G. Johnson
ROBERT G. JOHNSON
Regional Attorney

Barbara Seely gx
BARBARA A. SEELY
Supervisory Trial
Attorney

Jan Shelly
JAN SHELLY
Senior Trial Attorney

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
St. Louis District Office
1222 Spruce, Room 8.100
St. Louis, MO 63103
(314) 539-7918

EXHIBIT A.1
(Q Stop, L.L.C. letterhead)

NOTICE TO EMPLOYEES

Federal law prohibits discrimination against any employee or applicant for employment because of the individual's disability or perceived disability with respect to hiring, promotion, firing, compensation, or other terms, conditions or privileges of employment. It also prohibits retaliation against employees because they have opposed practices they believe discriminate on the basis of a disability or perceived disability or because they have filed a charge with the EEOC or participated in or cooperated with an EEOC investigation. In particular, Federal law prohibits differential treatment of employees on the basis of their disability or perceived disability. In addition, Federal law imposes a duty on employers to provide reasonable accommodations that allow disabled employees to perform the essential functions of their job. Q Stop, L.L.C. supports and will comply with such Federal law in all respects and will not take any action against employees because they have exercised their rights under the law. Q Stop, L.L.C. will not tolerate discrimination against employees or applicants for employment based upon a disability or perceived disability. Employees should feel free to report instances of discrimination to any management official at any time. Employees are also free to make complaints about employment discrimination to the United States Equal Employment Opportunity Commission, at 1222 Spruce Street, Rm. 8.100, St. Louis, Missouri 63103 (Attn: Robert G. Johnson, Regional Attorney).

Q Stop, LLC

By _____
Authorized Member

EXHIBIT A.2
(Quick Stop, L.L.C. letterhead)

NOTICE TO EMPLOYEES

Federal law prohibits discrimination against any employee or applicant for employment because of the individual's disability or perceived disability with respect to hiring, promotion, firing, compensation, or other terms, conditions or privileges of employment. It also prohibits retaliation against employees because they have opposed practices they believe discriminate on the basis of a disability or perceived disability or because they have filed a charge with the EEOC or participated in or cooperated with an EEOC investigation. In particular, Federal law prohibits differential treatment of employees on the basis of their disability or perceived disability. In addition, Federal law imposes a duty on employers to provide reasonable accommodations that allow disabled employees to perform the essential functions of their job. Quick Stop, L.L.C. supports and will comply with such Federal law in all respects and will not take any action against employees because they have exercised their rights under the law. Quick Stop, L.L.C. will not tolerate discrimination against employees or applicants for employment based upon a disability or perceived disability. Employees should feel free to report instances of discrimination to any management official at any time. Employees are also free to make complaints about employment discrimination to the United States Equal Employment Opportunity Commission, at 1222 Spruce Street, Rm. 8.100, St. Louis, Missouri 63103 (Attn: Robert G. Johnson, Regional Attorney).

Quick Stop, LLC

By _____
Authorized Member

EXHIBIT B.1

(Q Stop LLC Letterhead)

POLICY ON DISABILITY DISCRIMINATION

It is the policy of Q Stop, LLC to prohibit discrimination based on disability with respect to hiring, promotion, termination, compensation, or other terms, conditions or privileges of employment. Any company employee or manager found to have treated any employee or applicant for employment differently because of his or her disability or perceived disability shall be subject to discipline which could include discharge. It is also the policy of Q Stop, LLC to attempt to accommodate any disabilities of their applicants and employees.

Q Stop, LLC

By _____
Authorized Member

Date _____

EXHIBIT C

(Q Stop, LLC)

The undersigned managers employed by Q Stop, Inc. certify that they have received a copy of their employer's policies relating to discrimination based on disability and that they have read this policy by the date indicated.

NAME and TITLE

DATE

EXHIBIT B.2

(Quick Stop, LLC)

POLICY ON DISABILITY DISCRIMINATION

It is the policy of Quick Stop, LLC to prohibit discrimination based on disability with respect to hiring, promotion, termination, compensation, or other terms, conditions or privileges of employment. Any company employee or manager found to have treated any employee or applicant for employment differently because of his or her disability or perceived disability shall be subject to discipline which could include discharge. It is also the policy of Quick Stop, LLC to attempt to accommodate any disabilities of their applicants and employees.

Quick Stop, LLC

By _____
Authorized Member

Date _____

EXHIBIT C

(Company letterhead)

The undersigned managers employed by Quick Stop, LLC certify that they have received a copy of their employer's policies relating to discrimination based on disability and that they have read this policy by the date indicated.

NAME and TITLE

DATE

AN ORDER, JUDGMENT OR ENDORSEMENT WAS SCANNED, FAXED AND/OR MAILED TO THE
FOLLOWING INDIVIDUALS ON 03/21/03 by kspurgeo
4:02cv1039 EEOC vs Q Stop, L.L.C.

42:12101 Americans with Disabilities Act

Michael Ellenhorn - 77345	Fax: 314-727-6458
Robert Johnson - 10511	Fax: 314-539-7895
Charles Kramer - 3605	Fax: 314-727-6458
Barbara Seely - 10607	Fax: 314-539-7895
Jan Shelly -	Fax: 314-539-7895

SCANNED x 10/1/03

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