

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
)	Civil Action No. 03 C 6194
v.)	
)	Judge St. Eve
Von Maur Inc.,)	
)	
Defendant.)	
_____)	

CONSENT DECREE

In this suit, the EEOC alleged that Defendant discriminated against certain female employees in regard to the provision of a discount on tailored items in the Mens Clothing Departments in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"), and the Equal Pay Act ("EPA"). Defendant has denied the allegations. In the interest of resolving this matter, the parties have agreed that this action should be finally resolved by entry of this Consent Decree (hereafter "Decree"). This Decree fully and finally resolves any and all issues and claims arising out of the Complaint filed by the EEOC.

FINDINGS

Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds the following:

- A. This Court has jurisdiction of the subject matter of this action and of the parties.
- B. The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of EEOC, Defendants, the claimants and the public interest are adequately protected by this Decree.

C. This Decree conforms with the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of the Equal Pay Act and Title VII and will be in the best interests of the parties, the claimants, and the public.

D. This Consent Decree shall not be construed as an admission by either party of the claims or defenses of the other party.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

INJUNCTION AGAINST DISCRIMINATION

1. Defendant and its officers, agents, management (including supervisory employees), successors and assigns, and all those in active concert or participation with them, are hereby enjoined from sex discrimination in regard to employee compensation.

NON-RETALIATION

2. Defendant and its officers, agents, employees, successors, assigns and all persons acting in concert with them shall not engage in any form of retaliation against any person because such person has opposed any practice made unlawful under the Equal Pay Act or Title VII, filed a Charge of Discrimination under the Equal Pay Act or Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under the Equal Pay Act or Title VII, or asserted any rights under this Decree.

MONETARY RELIEF

3. Defendant agrees to pay a total of \$18,000. (The “aggregate settlement amount.”) That amount shall be allocated to women eligible for relief. “Women eligible for relief” is defined as female Von Maur Inc. employees who worked as Sales Associates in Men’s Clothing Departments, Managers of Mens’ Clothing Department Managers and/or Sales Managers over Men’s Clothing Departments during a period when

the 50% discount on men's tailored clothing was made available to male employees in about September 2001, March, 2002, October, 2002.

4. The aggregate settlement amount will be allocated into three funds as follows:

a) \$6,840 for female Von Maur Inc. employees who worked as Sales Associates in Men's Clothing Departments, Managers of Mens' Clothing Department Managers and/or Sales Managers over Men's Clothing Departments during the period when the 50% discount on men's tailored clothing was made available to male employees in about September 2001.

b) \$7,020 for female Von Maur Inc. employees who worked in any of the above positions during the period when the 50% discount on men's tailored clothing was made available to male employees in about March 2002.

c) \$4,140 for female Von Maur Inc. employees who worked in any of the above positions during the period when the 50% discount on men's tailored clothing was made available to male employees in about October 2002.

5. Von Maur Inc. has identified from its records the women listed on Exhibit C as employees who worked in each of the above periods. It represents that such list is complete and accurate. It states that the number of women eligible for relief who worked during the following discount periods is as follows:

Discount Period	Number of Eligible Women
September 2001	25
March 2002	21
October 2002	21

6. The amounts listed in subparagraphs a), b) and c) of paragraph 4 above shall be divided equally between the eligible women working during each period. As a result, the women who worked during the following periods shall receive the following amounts:

Discount Period	Amount Per Eligible Women
September 2001	\$273.60
March 2002	\$334.29
October 2002	\$197.14

7. Some eligible women worked during more than one discount period. Their settlement checks shall be the sum of the amounts for each period they worked. The amount of the check to be sent to each eligible woman is specified on Exhibit D.

8. If during the process for verifying the current addresses of eligible women, other eligible women are identified, Von Maur shall pay to each such additional eligible woman the same amount it has agreed to pay each eligible woman who worked in the same discount periods.

PROCEDURE FOR IDENTIFYING AND LOCATING ELIGIBLE WOMEN

9. Von Maur shall bear the responsibility and expense of identifying, locating and sending letters and checks to women eligible for relief. Within 10 business days of the entry of the Decree Von Maur shall send a preliminary letter to women eligible for relief to confirm their current addresses. However, if Von Maur chooses to combine this preliminary letter with its settlement check letter, it shall have 20 days after the entry of the Decree to mail the combined letter. If a letter is returned to Von Maur, it shall bear the expense of locating the woman.

10. The EEOC may also issue a press release after entry of this decree seeking to identify and locate women who worked in the above positions during the each discount period.

11. One month after its mailing of the preliminary letter, Von Maur shall advise the EEOC of the names, social security numbers and last known address of women whose preliminary letter has been returned undelivered and shall advise the EEOC how it plans to locate such women. Von Maur shall thereafter attempt to locate such women at its own expense. The EEOC may assist that process and shall advise Von Maur of the current

address of women eligible for relief whom it has located.

PROCEDURE FOR DISTRIBUTING SETTLEMENT CHECKS

12. Within one month after mailing the preliminary letter, Von Maur Inc. shall mail by to each eligible woman a check in the specified amount, together with a cover letter and release in the form attached as Exhibit A hereto. The release shall specify the settlement amount as calculated above, and listed in Exhibit D. Within 5 business days thereafter, Von Maur Inc. shall send to the EEOC a copy of the cover letter, release and check it has sent to each eligible woman. At its option Von Maur may combine the mailing of the preliminary letter and the settlement check letter.

UNCASHED CHECKS

13. If a settlement check is returned undelivered, or is not cashed within two months of the mailing the letter enclosing the check, Von Maur shall advise the EEOC of the names of those women and the total dollar amount of the checks uncashed. If the uncashed checks are less than \$2000, the amount shall be distributed to Women Employed Institute. If the uncashed checks amount to \$2,000 or more, that amount shall be distributed to class members in proportion to each eligible woman's share of aggregate settlement amount.

POSTING OF NOTICE

14. Within ten (10) business days after entry of this Decree, Defendant shall post copies of the Notice attached as Exhibit B, on the bulletin boards usually used for communicating with employees at each of its stores. Defendant shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Defendant shall certify to the EEOC in writing within ten (10) business days after entry of the Decree that the Notices have been properly posted. Defendant shall permit a representative of the EEOC to enter its premises to verify compliance with this Paragraph at any time during normal business hours without prior notice.

RECORD KEEPING

15. For the duration of this Decree, Defendant shall maintain and make available for inspection and copying by the EEOC records (including names, social security numbers, addresses, telephone numbers, and sex) of each employee who complains of sex discrimination in regard to employee discounts. Such reports shall indicate the date the complaint was made, who made it, what was alleged, and what actions Defendant took to resolve the matter.

16. Defendant shall make all documents or records referred to in Paragraph 16 above, available for inspection and copying within ten (10) business days after the EEOC so requests. In addition, Defendant shall make available on ten (10) business day notice its supervisory personnel whom the EEOC requests to interview for purposes of verifying compliance with this Paragraph.

REPORTING

17. Defendant shall furnish to the EEOC the following written reports every six months for the term of this Decree. The first report shall be due six (6) months after entry of the Decree. Each such report shall contain the name and address of each employee (including temporary employees) who complained of sex discrimination in regard to employee discounts. If no employee made such a complaint an officer of Defendant shall submit a signed statement so stating. Each report shall also contain a statement signed by an officer of Defendant that the Notices required to be posted in Paragraph 15 above, remained posted during the entire six (6) month period preceding the report.

DISPUTE RESOLUTION

18. If any party to this Decree believes that another party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance and shall afford the alleged non-complying party ten (10) 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 ten (10) business days, the complaining party may apply to the Court for

appropriate relief.

DURATION OF THE DECREE AND RETENTION OF JURISDICTION

19. All provisions of this Decree shall be in effect (and the Court will retain jurisdiction to enforce this Decree) for a period of 18 months immediately following entry of the Decree, provided, however, that if, at the end of that period, any disputes under Paragraph 18, above, remain unresolved, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Decree) until all such disputes have been resolved. At the end of 18 months this Decree shall terminate provided there are no unresolved disputes at that time.

MISCELLANEOUS PROVISIONS

20. Each party to this Decree and each individual claimant for whom the EEOC seeks relief shall bear its (her) own expenses, costs, and attorneys' fees.

21. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of Defendant in their capacities as representatives, agents, directors and officers of Defendant,

22. When this Decree requires the submission by Defendant of reports, certifications, notices, or other materials to the EEOC, they shall be mailed to Gordon Waldron, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois, 60661. When this Decree requires submission by the EEOC of materials to Defendant, they shall be mailed to Richard Davidson, Lane and Waterman 220 N Main Street, Suite 600, Davenport, Iowa 52801-1987

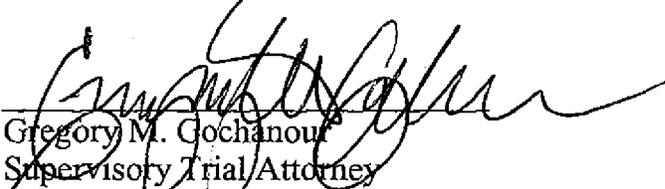
ENTER

Eric S. Dreiband, General Counsel
James L. Lee, Deputy General Counsel
Gwendolyn Young Reams
Associate General Counsel

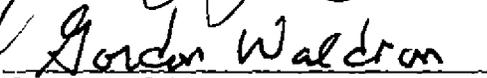
Equal Employment
Opportunity Commission
1801 L Street, N.W.
Washington, D.C. 20507



John C. Hendrickson
Regional Attorney

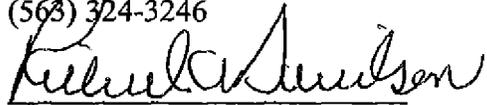


Gregory M. Gochanour
Supervisory Trial Attorney



Gordon Waldron
Senior Trial Attorney
Equal Employment Opportunity
Commission
500 West Madison Street
Suite 2800
Chicago, Illinois 60661
(312) 353-7525

Richard Davidson
Lane and Waterman
220 N Main Street, Suite 600
Davenport, Iowa 52801-1987
(563) 324-3246



For Von Maur, Inc.



Judge Amy J. St. Eve

Date: 5-3-04

EXHIBIT A

RELEASE AGREEMENT

I, _____, for and in consideration of the sum of \$ _____ payable to me pursuant to the terms of the Consent Decree entered by the Court in EEOC et al. v. Von Maur Inc., No. 03 C 6194 (N.D. Ill.), on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, remise, acquit, and discharge Von Maur Inc. and all of its past and present shareholders, officers, agents, employees, and representatives, as well as all successors and assignees, from any and all claims and causes of action of any kind which I now have or ever have had under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., or the Equal Pay Act as a result of or arising from the subject matter and claims which were or which could have been asserted in EEOC et al. v. Von Maur Inc., No. 03 C 6194 (N.D. Ill.).

Date

EXHIBIT B

NOTICE TO ALL VON MAUR INC. EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal court resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Von Maur Inc., ("Defendant").

In its suit, the EEOC alleged that Defendant discriminated against certain female employees in regard to the provision of a discount on tailored items in the Mens Clothing Departments in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"), and the Equal Pay Act ("EPA").

To resolve the case, Defendant and the EEOC have entered into a Consent Decree (without any admission of liability by Defendant, and without any waiver of claims by the EEOC) which provides for monetary relief and also provides that:

- 1) Defendant will not discriminate on the basis of sex in providing employee discounts;
- 2) Defendant will not retaliate against any person because (s)he opposed any practice made unlawful by Title VII or EPA, filed a Title VII or EPA charge of discrimination, participated in any Title VII or EPA proceeding, or asserted any rights under the Consent Decree;

The EEOC enforces the federal laws against discrimination in employment on the basis of race, color, religion, national origin, sex, age or disability.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for 18 months from the date below and must not be altered, defaced or covered by any other material.

5-3-04
Date

Amy J. St. E
Judge St. E

EXHIBIT C

Women who worked in Mens' Clothing Departments (including managers) in The Discount Periods Listed Below

The discount periods are given the following numbers:

Discount Period	Number
September, 2001	1
March, 2002	2
October, 2002	3

	Discount Period(s)	Store #	First Name	Last Name
1	1	11	Lori	Barber
2	2	6	Karissa	Boehm
3	1	21	Sheree	Boyd
4	1, 2, 3	21	Karen	Brooks
5	3	20	Terrie	Broom
6	1	20	Kim	Caprioni
7	1	12	Janet	Carew
8	2, 3	18	Brenda	Clements
9	1, 2, 3	6	Mary	Debok
10	3	21	Lubna	Ejaz
11	3	3	Sommer	Elefsrud
12	2	4	Brooke	Evans
13	1	3	Rebecca	Frazier
14	3	22	Shirley	Friend
15	1	19	Susanne	Globke
16	2, 3	4	Patsy	Harding
17	3	12	Lynn	Hayward
18	1	21	Danielle	Hazelett

19	2, 3	11	Nancy	Hoke
20	2	11	Beckie	Hudson
21	3	21	Patricia	Insco
22	1, 2	20	Gale	Jupiter
23	1	6	Beverly	Khodai
24	1, 2, 3	2	Wendy	Ladgenski
25	1	20	Natalie	Lederle
26	2, 3	20	Kristen	Medler
27	1, 2	20	Phyllis	Morimanno
28	3	21	Margaret	Mutter
29	1, 2	8	Janice	Pohl
30	1	8	Patricia	Powell
31	1	6	Veronica	Rhiner
32	1, 2, 3	2	Jodi	Ritter
33	1, 2, 3	12	Bobbie	Rose
34	1	3	Anne	Sampson
35	3	9	Sandra	Scheil
36	1, 2	10	Suzanne	Sorensen
37	1, 2	11	Lisa	Soukup
38	1, 2, 3	12	Macey	Soupene
39	1, 2	8	Deborah	Stiner
40	1, 2, 3	15	Vibeke	Trusty
41	2,3	2	Megan	Ward
42	3	11	Tonya	Yarwood

EXHIBIT D
Settlement Amounts for Women who worked in Mens' Clothing Departments (including managers)
in The Discount Periods Listed Below

The discount periods are given the following numbers:

Discount Period	Number
September, 2001	1
March, 2002	2
October, 2002	3

	Discount Period(s)	\$	First Name	Last Name
1	1	273.60	Lori	Barber
2	2	334.29	Karissa	Boehm
3	1	273.60	Sheree	Boyd
4	1, 2, 3	805.03	Karen	Brooks
5	3	197.14	Terrie	Broom
6	1	273.60	Kim	Caprioni
7	1	273.60	Janet	Carew
8	2, 3	531.43	Brenda	Clements
9	1, 2, 3	805.03	Mary	Debok
10	3	197.14	Lubna	Ejaz
11	3	197.14	Sommer	Elefsrud
12	2	334.29	Brooke	Evans
13	1	273.60	Rebecca	Frazier
14	3	197.14	Shirley	Friend
15	1	273.60	Susanne	Globke
16	2, 3	531.43	Patsy	Harding
17	3	197.14	Lynn	Hayward
18	1	273.60	Danielle	Hazelett
19	2, 3	531.43	Nancy	Hoke

20	2	334.29	Beckie	Hudson
21	3	197.14	Patricia	Insco
22	1, 2	607.89	Gale	Jupiter
23	1	273.60	Beverly	Khodai
24	1, 2, 3	805.03	Wendy	Ladgenski
25	1	273.60	Natalie	Lederle
26	2, 3	531.43	Kristen	Medler
27	1, 2	607.89	Phyllis	Morimanno
28	3	197.14	Margaret	Mutter
29	1, 2	607.89	Janice	Pohl
30	1	273.60	Patricia	Powell
31	1	273.60	Veronica	Rhiner
32	1, 2, 3	805.03	Jodi	Ritter
33	1, 2, 3	805.03	Bobbie	Rose
34	1	273.60	Anne	Sampson
35	3	197.14	Sandra	Scheil
36	1, 2	607.89	Suzanne	Sorensen
37	1, 2	607.89	Lisa	Soukup
38	1, 2, 3	805.03	Macey	Soupene
39	1, 2	607.89	Deborah	Stiner
40	1, 2, 3	805.03	Vibeke	Trusty
41	2,3	531.43	Megan	Ward
42	3	197.14	Tonya	Yarwood
	Total	18000.03		

D:\MYFILES\Folders\VonMaur\Settle\CD4-23.wpd