

CT

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

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
P.J.R. ENTERPRISES, INC. d/b/a)
JIFFY LUBE,)
)
Defendant.)
)

**CIVIL ACTION NO.
1:04-CV-07736**

Conlon

CONSENT DECREE

The United States Equal Employment Opportunity Commission (“the Commission”) commenced this action against P.J.R. Enterprises, Inc. d/b/a/ Jiffy Lube (“PJR”) pursuant to Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 (“Title VII”) to address allegations that PJR subjected Virginia C. Petrov (“Petrov”) and a class of similarly situated female employees to sexual harassment.

The Commission and PJR stipulate to the Court’s jurisdiction over the parties. Further, the Commission and PJR desire to resolve Civil Action No. 1:04-CV-07736 without the burden and expense of further litigation, and without any admission of guilt, fault or liability by PJR. As a result, and based on the pleadings and the record as a whole, the Court finds that: (i) the Court has jurisdiction over the parties and the subject matter of this action; (ii) the purpose and provisions of Title VII will be promoted and effectuated by the entry of this Decree; and (iii) this Decree resolves all the matters in controversy between the parties as provided in paragraphs 1 through 13 below.

IT IS THEREFORE ADJUDGED, ORDERED AND DECREED as follows:

1. In all matters arising from or relating to employment at its facilities, PJR and its officers, agents, employees, successors, and assigns, and all of those in active concert or participation with them, or any of them, shall not engage in any employment practice which unlawfully discriminates on the basis of sex against an employee or applicant under Title VII. Prohibited discrimination includes, but is not limited to, subjecting an employee to sexual harassment.

2. **ANTI-RETALIATION:** PJR and its officers, agents, employees, successors, assigns, and all those in active concert or participation with them, or any of them, shall not engage in reprisal or retaliation of any kind against any person because such person: [i] opposed any practice made unlawful under Title VII; [ii] filed a charge of discrimination with the Commission or a state agency or testified or participated in any manner in any investigation, proceeding, or hearing under Title VII; [iii] requested or received relief in accordance with this Decree; [iii] participated in any manner in this action or in the investigation giving rise to this action; or [iv] asserted any rights under this Decree.

3. **NOTICE POSTING:** PJR agrees to post the Employee Notice (attached to this Decree as Appendix A) in conspicuous locations visible to applicants and employees at its facilities. Said Notice shall remain posted throughout the term of this Decree. During the term of this Decree, PJR shall monitor all posted Notices for wear and damage. PJR shall replace any damaged or worn Notice with one that is identical to that found in Appendix A.

4. **MONETARY SETTLEMENT:** In settlement of the Commission's lawsuit, PJR

agrees to pay to Petrov, or to her heirs and assigns in the event of Petrov's death, the cumulative sum of \$6,000.00. PJR shall issue Petrov's check by certified mail to the payee's address within ten (10) business days of the receipt of an executed release. PJR shall mail a copy of any settlement check and proof of its delivery (a signed certified mail receipt) to the Commission within thirty (30) days of mailing. The Commission shall notify PJR of any change of address received from a payee so that its payment records may be adjusted accordingly. In the event that any check is returned to PJR as undeliverable, PJR will notify the Commission in writing within seven (7) days of receipt of the returned check. The Commission will then attempt to locate the person.

No payroll withholding shall be deducted from any amount payable to Petrov pursuant to this Decree. PJR shall issue IRS Form 1099 to Petrov to reflect payment for income tax purposes. Petrov shall be responsible for paying her own tax, if any is due. Upon entry of this Decree, the Commission will forward a Release (Appendix B) to Petrov for execution. The Commission will notify counsel for PJR when it has received a copy of the executed Release and will forward the same to counsel for PJR. Then, within ten business days of receipt of the executed Release, PJR shall mail to Petrov a check as referenced above by certified mail at Petrov's address.

5. **COMPLIANCE COORDINATOR:** Within fourteen (14) days of the entry of this Decree, PJR agrees to designate an employee who has expertise in Title VII compliance and personnel matters as a Compliance Coordinator to oversee its compliance with the implementation of this Decree. The Compliance Coordinator will be responsible for: [i] coordinating PJR's compliance with Title VII; [ii] ensuring PJR's compliance with this Decree;

[iii] maintaining records of all written complaints of sexual harassment made by any PJR employee to a management official, including complaints relating to alleged improper conduct of vendors, customers, service providers/suppliers or other business-related contacts by PJR's employees; [iv] assisting in developing, implementing, and enhancing PJR's policies and training programs related to Title VII compliance and maintaining records of employee completion of training programs which include components related to Title VII compliance; and [v] following up on all complaints of sexual harassment made by PJR employees.

The Compliance Coordinator will report to the Commission on an annual basis in accordance with the requirements found in paragraph 10, *infra*.

6. **POLICIES AND PROCEDURES:** PJR shall create and enforce employment policies that prohibit sexual harassment and discrimination in all its facilities. In this regard, PJR shall devise a policy which provides all employees with a toll-free telephone number that may be used by employees to report sexual harassment. PJR agrees train and designate individuals in management who will promptly respond to and investigate complaints of sexual harassment. PJR's President or Chief Executive Officer agrees to periodically issue a letter or other communication to all employees that reaffirms PJR's commitment to providing its employees with a workplace that is free of discrimination and harassment. PJR shall insure that all investigations relating to complaints of sexual harassment will include: (a) interviews of the complainant and witnesses identified; (b) concurrent notes of the investigation; and (c) the issuance of corrective action, if appropriate. PJR agrees not to retain documents related to an investigation in any of the complainants' personnel files. Further, PJR agrees that all disciplinary actions taken against employees for violations of PJR's sexual harassment policy will be retained

in the violator's personnel file. PJR agrees to disseminate its anti-discrimination and anti-sexual harassment policies by: [a] posting the policies in a conspicuous place at each worksite where other EEO and labor notices are posted; [b] effectively notifying all current employees of the policies and procedures, in part by including such policies in applicable employee handbooks or manuals; and [c] making a copy of the policies available on any intranet site designed for employee/corporate communications.

7. **STAFF TRAINING AND DEVELOPMENT:** PJR agrees that it will, during the term of this Consent Decree, provide Title VII training for both its management and non-management employees. PJR agrees that it will ensure that managers have training sessions available on a semi-annual basis and that non-managers have training sessions available at least annually. PJR further agrees that it will include the following in any Title VII training provided to employees: [i] an overview of Title VII, PJR's obligations under Title VII, and applicant and employee rights under Title VII; [ii] non-discrimination in hiring and employment; [iii] forms of harassment and discrimination prohibited by Title VII; [iv] methods of reporting harassment and discrimination; [v] PJR's procedure for investigating complaints of harassment and discrimination; and [vi] PJR's commitment to meeting the requirements of Title VII, including the non-retaliation provisions of the statute.

8. **RECORD KEEPING:** PJR shall retain all personnel records in accordance with 29 C.F.R. § 1602.14.

9. **MANAGER DISCIPLINE:** PJR agrees that the failure of any manager at any of its facilities to comply with federal law or PJR's policies regarding Title VII compliance will result in appropriate disciplinary action against the employee. In any circumstance, a manager

found to have violated federal law or PJR policies regarding Title VII compliance shall have such violation noted permanently in his or her personnel record.

10. **ANNUAL REPORT:** PJR agrees to provide annual compliance reports within thirty (30) days of the first anniversary of the entry date of this Decree and annually thereafter to the Commission, by sending the same to Laurie A. Young, Regional Attorney, Equal Employment Opportunity Commission, Indianapolis District Office, 101 West Ohio Street, Suite 1900, Indianapolis, Indiana 46204. PJR's annual compliance report shall include: [i] a report of the activities of the Compliance Coordinator, including a summary of complaints and investigations concerning any alleged sexual harassment at any of PJR's facilities – such summary will include the date of the complaint, an identifier for the complainant, and a brief summary of the substance of the complaint, the investigation, and the resolution or other action taken in response to the complaint; [ii] descriptions of any Title VII training provided to any employee; and [iii] confirmation that: (a) the Notice required in paragraph 3 of this Decree was posted and the locations where it was posted and (b) the policy referenced in paragraph 6 was made available to each current and new employee and posted.

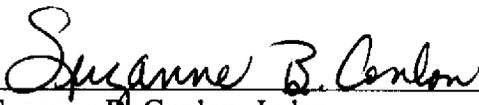
11. **NON-COMPLIANCE:** In the event that the Commission believes that PJR has failed to comply with any provision(s) of this Decree, it shall: [i] notify PJR in writing of the alleged non-compliance and shall send such notice to both the Compliance Coordinator and PJR's counsel and [ii] afford PJR forty-five (45) business days after service of such notice to remedy the non-compliance. If PJR has not remedied the alleged non-compliance within forty-five (45) business days, the Commission may petition the Court to enforce the terms of this Decree at any time during which this Court maintains jurisdiction over this action. In the event

the Court finds that PJR has violated this Decree, the Court may order appropriate relief to remedy the non-compliance, including attorneys' fees, daily fines, and appropriate injunctive relief.

12. **COSTS AND FEES:** The parties shall bear their respective attorneys' fees and costs incurred in this action up to the date of entry of this Decree.

13. **DURATION OF CONSENT DECREE:** This Court shall retain jurisdiction of this action for a period of three (3) years after entry of this Decree. This Decree shall expire by its own terms at the end of three (3) years without further action by the parties.

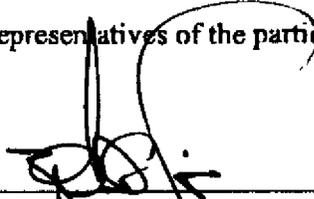
IT IS SO ORDERED. THIS CONSENT DECREE IS HEREBY ENTERED ON
THIS 12th DAY OF April, 2005.



Suzanne B. Conlon, Judge
United States District Court
Northern District of Illinois

This Consent Decree is approved and consented to by the following authorized

representatives of the parties:



Bobby C. Simpson
Senior Trial Attorney
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Louisville Area Office
600 Martin Luther King, Jr. Place, Suite 268
Louisville, KY 40202-2285
(502) 582-6308 (Direct Dial)

Mar. 31, 2005
Date

Michael Risossa
Signature of Authorized Officer for
PJR Enterprises, Inc. d/b/a Jiffy Lube.

3/22/05
Date

MICHAEL RISOSSA
Printed Name of Authorized Officer for
PJR Enterprises, Inc. d/b/a Jiffy Lube

EMPLOYEE NOTICE

Federal law prohibits discrimination against any employee, former employee, or job applicant because of the individual's sex, race, color, religion, national origin, disability, or age (over 40).

Federal law also prohibits retaliation of any kind against any person who has opposed any practice made unlawful under federal law or because an individual has filed a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing.

PJR Enterprises, Inc. supports and will comply with federal law in all respects and will not take any actions against employees and applicants for employment because they have exercised their rights under the law. PJR Enterprises, Inc. has a policy of non-discrimination in employment, conducts training programs on federal anti-discrimination laws, and will not retaliate against an individual who files a charge of discrimination.

If you have any complaints of discrimination, you may contact the EEOC at the address or telephone number given below. An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination in the workplace. An employee may contact the U.S. Equal Employment Opportunity Commission for the purpose of filing a charge of employment discrimination.

Equal Employment Opportunity Commission
500 West Madison Street
Suite 2800
Chicago, Illinois 60661
PH: 312.353.2713
TTY: 312.353.2421
Toll Free 1.800.669.4000

This notice is being posted until at least _____, 2008, by agreement between PJR Enterprises, Inc. and the EEOC.

APPENDIX A

RELEASE

In consideration of the payment to me by PJR Enterprises, Inc., of \$6,000, and in consideration of the Consent Decree agreed to by the Equal Employment Opportunity Commission and PJR Enterprises, Inc. in Civil Action No.1:04-CV-07736, entered by the Court on _____ 2005, of which this Release is a part, I, Virginia Petrov, hereby fully and forever release and discharge PJR Enterprises, Inc. and its successors and assigns, including its present and former directors, officers, and agents, from any claim or obligation based on alleged discrimination arising under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-5(f)(1) and (3) and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a., that was or could have been raised in Civil Action No.1:04-CV-07736.

I have read this Release and I execute it voluntarily, without coercion or threat of reprisal.

IN WITNESS WHEREOF, this Release is signed and executed by me on this 1st day of

April, 2005.

Virginia Petrov
Virginia Petrov 4/01/05

Subscribed and sworn to before me the undersigned, a Notary Public for COOK

County, State of IL, this 2 day of 4/01/April, 2005.

T. Kebich
Signature of Notary Public

T. Kebich
Printed name of Notary Public

County of Residence: COOK

My Commission Expires: 2/11/09

