

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF LOUISIANA
SHREVEPORT DIVISION

U.S. EQUAL EMPLOYMENT COMMISSION,
PLAINTIFF

VS.

AMERICAN SCREENING, LLC,
DEFENDANT

CIVIL ACTION NO
5:22-CV-01673

DISTRICT JUDGE
ELIZABETH ERNY FOOTE

MAGISTRATE JUDGE
MARK L. HORNSBY

CONSENT DECREE

Introduction

The Plaintiff, U.S. Equal Employment Opportunity Commission (“EEOC”), brought this action against the Defendant, American Screening, LLC (“American Screening”) under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 to correct unlawful employment practices on the basis of race and to provide appropriate relief to Imani Stewart. Defendant answered denying the allegations and raised affirmative defenses to the EEOC’s complaint. The EEOC’s complaint alleged that American Screening discriminated against Ms. Stewart because of race. The EEOC’s complaint arose from Ms. Stewart’s charge of discrimination (“charge”), alleging the same. Prior to filing its complaint, the EEOC issued a letter of determination (“determination”), stating that there was reasonable cause to believe that American Screening violated Title VII. The EEOC issued a notice of conciliation failure after it was unable to secure a resolution acceptable to it.

Jurisdiction & Venue

In the interest of avoiding the costs, uncertainties, and burdens of further litigation and in consideration of Defendant’s filing for bankruptcy protection under Chapter 11 of the

United States Bankruptcy Code, and having engaged in negotiation, the parties hereby agree that this action should be resolved through the entry of this Consent Decree.

This Court has subject matter jurisdiction over this action pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343, and 1345. This action was authorized and instituted pursuant to Title VII of the Civil Rights Act of 1964 (“Title VII”), 42 U.S.C. § 2000e-5(f)(1) and (3), and the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

Venue lies in this Court pursuant to 42 U.S.C. § 2000e-5(f)(3) because the alleged unlawful employment practices occurred in the Western District.

The parties agree that this Court has personal jurisdiction over them. American Screening agrees that all conditions precedent under the law have been met.

The parties waive a hearing and the entry of findings of fact and conclusions of law. The parties have agreed to this Decree, which, upon filing, will have been proposed to the Court for entry by joint motion to memorialize the parties’ agreement to resolve this matter through settlement. The parties’ settlement agreement memorialized by this Decree is binding upon the parties, subject to the conditions set forth herein below, pertaining to approval by the Bankruptcy Court referred to in paragraphs 55-58, and pertaining to this Court’s approval and entry of this Decree.

Having examined the terms and conditions of this Consent Decree, the Court determines that it is reasonable, just, and in accordance with the law, including the Federal Rules of Civil Procedure.

Now, therefore, it is **ORDERED, ADJUDGED, AND DECREED:**

General

1. This Decree resolves all claims and issues raised in Ms. Stewart’s charge, the EEOC’s determination regarding that charge, and the EEOC’s complaint in this action.

2. This Decree in no way prevents or limits the EEOC from processing, investigating, or litigating any claim and/or issue arising from any other charge of discrimination against American Screening.

3. The parties will each bear any costs and attorneys' fees they incurred in connection with this action, except that American Screening may be required to bear any costs and attorneys' fees the EEOC incurs in enforcing this Decree. American Screening will bear all costs and attorneys' fees necessary for them to comply with this Decree.

4. This Decree constitutes a judgment against American Screening.

5. This Court retains jurisdiction to enforce the terms and conditions of, or resolve any disputes arising under, this Decree. Further, this action will not be dismissed during the duration of this Decree.

6. This Decree represents the complete understanding among the parties regarding the matters discussed herein.

7. If one or more provisions of this Decree are deemed or rendered unlawful or unenforceable, the parties must attempt to meet and confer in good faith to decide if and how such a provision must be amended to effectuate its purposes. In any event, the unaffected provisions of the Decree will remain enforceable.

8. The parties agree to take all steps necessary to effectuate the terms and conditions of this Decree. A party seeking to amend or enforce the Decree must attempt to meet and confer with the others in good faith before making a request that the Court amend or enforce the Decree.

Definitions

9. The following definitions apply herein:

- A. "American Screening." means and refers to the Defendant, American Screening, LLC, and its predecessors, successors, and assigns.

- B. “EEOC” means the Plaintiff, the U.S. Equal Employment Opportunity Commission, an agency of the United States.
- C. “Parties” mean the EEOC and American Screening.
- D. “Charge” or “charge of discrimination” means Ms. Stewart’s charge of discrimination and amended charge of discrimination, No. 461-2019-00119C.
- E. “Ms. Stewart” means Imani Stewart, the Charging Party who filed the charge of discrimination using her maiden name, Imani Jackson.
- F. “Days” means calendar—not business—days unless otherwise specified herein.
- G. “Effective date” or “date of entry” means the date the Court enters this Decree.
- H. “Court” refers to the United States District Court for the Western District of Louisiana.
- I. “Consent Decree” and “Decree” mean this Order.
- J. “Liaison” means the representative appointed by American Screening to ensure its compliance with the terms and conditions of this Decree and to act on its behalf and with its authority with respect to any and all of the terms and conditions of the Decree.

Duration

- 10. This Consent Decree will remain in effect for a period of three (3) years from the date of its entry.

Scope

- 11. This Decree applies to all businesses and locations operated by American Screening.

Payments

12. American Screening, on its own or through its designee, must pay monetary relief totaling \$50,000 in compensatory damages (“settlement amount”) to settle the claims asserted by EEOC in its Complaint. Such payments, as detailed below, must be made to Imani Stewart.

13. American Screening must pay Ms. Stewart the settlement amount by wire transfer.

14. Within the later to occur of twenty-one (21) days after entry of the Decree or within seven (7) days of receiving from the EEOC (a) the details of Ms. Stewart’s bank account to which the wire transfer will be made, and (b) a Release executed by Ms. Stewart, American Screening must pay Ms. Stewart the settlement amount.

15. American Screening on its own or through its designee, must timely send an IRS form 1099 to Ms. Stewart via regular U.S. mail at the address on the Release.

16. Reporting: Within one (1) business day of initiating the wire transfer to Ms. Stewart, American Screening must notify the EEOC, in writing in the manner specified for notice under this Decree, that the wire transfer has been initiated. Within one (1) business day of the EEOC’s receiving notice of Ms. Stewart’s receipt of the wire transfer, the EEOC must send written notice confirming receipt to counsel for Defendant by email.

EEOC’s Reporting Requirements under Internal Revenue Code Sections 162(f) and 6050X

17. The EEOC has made no representations whether the amount paid pursuant to this settlement qualifies for the deduction under the Internal Revenue Code.

18. The provision of the Form 1098-F by the EEOC does not mean that the requirements to claim a deduction under the Internal Revenue Code have been met.

19. Any decision about a deduction pursuant to the Internal Revenue Code will be made solely by the IRS with no input from the EEOC.

20. The parties are not acting in reliance on any representations made by the EEOC regarding whether the amounts paid pursuant to this agreement qualify for a deduction under the Internal Revenue Code.

21. So that the EEOC can comply with its reporting requirements to the IRS, within ten (10) days of the entry of the Decree, Defendant shall provide the EEOC with (a) Defendant's EIN, and (b) the full name of the individual and the physical address to whom the EEOC should mail a copy of the form 1098-F, if the EEOC is required to issue one. The identified individual must be an employee of Defendant American Screening.

Prohibition on Nondiscriminatory Practices

22. American Screening must take all affirmative steps to ensure that it does not discriminate based on race in hiring, firing, or in the terms and conditions of employment.

23. American Screening is hereby enjoined from engaging in, encouraging or permitting conduct that discriminates against employees on the basis of race, including but not limited to discriminatory hiring, firing, or discriminating in the terms and conditions of employment.

24. American Screening is hereby enjoined from retaliating against any employee or applicant who (1) has filed any charge of discrimination with the EEOC, (2) has participated or participates in this or any other investigation or litigation by the EEOC, (3) has assisted or assists with this or any other investigation or litigation by the EEOC, or (4) has engaged in protected activity under Title VII.

Liaison

25. Within thirty (30) days of the entry of this Decree, American Screening must designate a liaison, and within thirty (30) days of the removal, resignation, or incapacitation

of that or a subsequent liaison, American Screening must designate another liaison. The liaison must be a senior manager or officer at American Screening who possesses the knowledge, capability, and resources to ensure that American Screening complies with Title VII of the Civil Rights Act of 1964 and the terms and conditions of this Decree.

26. American Screening must designate the liaison by providing the EEOC with a declaration from American Screening's chief officer and/or president that states the liaison's name, job title, mailing address, email address, and telephone number and which states that (a) American Screening has assigned the liaison responsibility for ensuring that American Screening complies with Title VII of the Civil Rights Act of 1964 and the terms of this Decree, (b) that the liaison has authority to act on American Screening's behalf with regard to the Decree, (c) that any act or failure to act by the liaison will be attributable to American Screening, LLC, and (d) that the liaison directly reports to and is supervised by American's chief executive officer and/or president.

27. Within forty-five (45) days of designating a liaison, American Screening must provide the liaison with a two-hour, in-person, training session on Title VII of the Civil Rights Act of 1964 and the terms and conditions of the Decree, to be conducted by an attorney with at least five years' experience in employment discrimination practice.

28. Reporting: Within fifteen (15) days of the training session, American Screening must provide the EEOC with a declaration by the liaison affirming that the liaison attended the training session and is familiar with the terms and conditions of the Consent Decree.

Reports

29. Within forty-five (45) days after the first anniversary of the entry of the Decree and at least thirty (30) days before each subsequent anniversary of the entry of the Decree, American Screening must, through the liaison, provide the EEOC with a report containing, but not limited to, the following:

30. A declaration by the liaison affirming that American Screening has complied with all terms and conditions of the Decree or, if it has not, explaining why it has not and how it will remedy their failure to comply. The declaration must itemize all steps taken under this Decree since the entry of the Decree or the submission of the prior report, whichever is later.

31. All anti-discrimination and anti-retaliation policies enacted, modified, or revoked since the last report.

32. A declaration by the liaison affirming that that all employees have received the policies required under this decree.

33. A list of all employees who received training required under this Decree containing the employees' names, job titles, facility, and the date, time, and location that they received the training.

34. A list of all employees who did not receive training required under this Decree containing the employees' names, job titles, and facility.

35. All materials related to any report or complaint — whether formal or informal, written or oral — regarding discrimination based on race at American Screening.

References

36. If asked for a job reference regarding Ms. Stewart, American Screening (a) must not discuss, mention, or allude to in any way—directly or indirectly—this litigation or the circumstances underlying this litigation and (b) must provide a response which is at least as favorable as that which it gives to any former employee whose employment concluded voluntarily and on favorable terms.

Personnel Files

37. American Screening must exclude from Ms. Stewart's personnel file, segregate, and keep confidential, anything related to this litigation or the circumstances underlying this litigation.

Training

38. Within 120 days of the entry of the Decree and at least 60 days before each anniversary of the entry of the Decree, American Screening must provide each of its employees with a two-hour training advising them of the requirements and prohibitions of the various anti-discrimination laws and regulations enforced by the EEOC, with emphasis on the Title VII, specifically to include the following:

- A. Summary of the EEOC's Complaint and this Consent Decree.
- B. The purpose and fundamentals of Title VII.
- C. Employees' and applicants' rights under Title VII.
- D. American Screening's responsibilities under Title VII, including an explanation of the prohibition on discrimination against persons because of immutable characteristics associated with their race, including but not limited to hair texture.
- E. The policies described in paragraph 42 of this Decree.
- F. Procedure for reporting discrimination and retaliation to American Screening.
- G. Procedure for reporting discrimination and retaliation to the EEOC.

39. The training sessions must be in person or via live videoconference in which all participants are able to simultaneously hear and see the presenter (and any slides) and the presenter is able to simultaneously hear and see all participants and in which participants are able to ask questions and the trainer is able to provide contemporaneous answers.

40. At least 60 days before each training session, American Screening must provide the EEOC with the name and resume of the trainer, the outline for the training, and the materials for the training. The trainer must be either counsel of record herein for Defendant or an attorney with at least five years' experience in employment discrimination practice. The EEOC may reject the trainer, the outline, or the materials within 14 days. If the EEOC does so, American Screening must provide the EEOC with the name and resume of a new trainer, a new outline, and/or new materials, as necessary, within 7 days. The EEOC then may have another 7 days from the date of the receipt of the information to accept or reject the alternative trainer, curriculum, or materials.

41. Reporting: Within 15 days after each training session, American Screening must provide the EEOC with a sign-in registry for the training session and a declaration by the liaison affirming that all employees attended the training session.

Policies

42. Beginning within 90 days from the entry of this Decree, American Screening must reduce to writing and maintain a policy or policies that, at a minimum, meets the following criteria:

- A. Must prohibit discrimination and retaliation against any employee and/or applicant in violation of the Title VII.
- B. Must prohibit any act, policy, or practice that has the effect of discriminating or retaliating against any employee and/or applicant in violation of the Title VII. The policy must explain that Title VII prohibits discrimination on the basis of any immutable characteristic of a person which tends to be associated with race, including but not limited to hair texture. The policy must also explain that Defendant will not discriminate against an employee of any race because they choose to wear and display the natural texture of their hair or

manage and style their hair in a manner that is protective of the natural hair or scalp. The policy must also explain that Defendant will apply all grooming requirements equally and without regard to race, including but not limited to ensuring that persons of one race will not be barred from wearing a hairstyle at work that persons of other races are permitted to wear.

- C. Must provide a process for employees and applicants to report or complain about discrimination and retaliation prohibited by Title VII and provide a process by which American Screening will investigate and resolve all such reports and complaints.
- D. Must provide that a senior manager will oversee an investigation into and resolution of all reports and/or complaints about discrimination and retaliation prohibited by Title VII.
- E. Must provide that anyone who engages in discrimination or retaliation prohibited by Title VII will be disciplined, up to and including discharge.

43. American Screening must distribute copies of the policy or policies to all employees within 90 days from the entry of this Decree. A copy of the policy or policies must be included in any relevant company or employee manual or handbook, and must be provided and explained during any new employee onboarding process. The policy or policies must be kept and maintained in a conspicuous and accessible place for all employees.

44. Reporting: Within 15 days of implementing, modifying, or revoking any such policy, American Screening must provide the EEOC with the policy.

Records

45. American Screening must preserve and maintain all materials, electronic or otherwise, that are relevant to this action, regardless of whether they are discoverable or admissible in this action.

46. American Screening must preserve and maintain all materials, electronic or otherwise, relevant to this Decree, including any reports made pursuant to the Decree, regardless of whether they are discoverable or admissible in this action.

47. American Screening must comply with the recordkeeping and reporting requirements under federal law, including those contained in the statutes and regulations enforced by the EEOC. The express recordkeeping and reporting obligations imposed by this Decree do not constitute any waiver or obviation of the recordkeeping and reporting requirements imposed by law.

Monitoring

48. American Screening, for the duration of this Decree, will make all employees available for interviews, upon request by the EEOC on reasonable notice, for purposes of determining and/or monitoring American Screening's compliance with this Decree.

49. American Screening must comply with all reasonable requests by the EEOC for materials which are related to its monitoring of compliance with this Decree.

Communication

50. American Screening will send all communications (including, but not limited to, all notices, reports, information, declarations, etc.) related to or required by this Decree to the EEOC through the Liaison or American Screening's attorneys of record via email to **all** of the following addresses:

peter.theis@eoc.gov
andrew.kingsley@eoc.gov
elizabeth.owen@eoc.gov
gregory.juge@eoc.gov
johnny.lundie@eoc.gov
alberto.carrion@eoc.gov

(The EEOC may, from time to time, unilaterally add or remove addresses from this list or alter the method by which it seeks to receive such communications.) Only an

acknowledgment from the EEOC via email (or regular United States mail) constitutes proof of receipt of such communications.

Postings

51. Within ten (10) days of the entry of this Decree, American Screening must post a Notice to Employees, attached hereto as Exhibit B, enlarged to at least 11 by 17 inches, in all locations in the place where other notices to employees and/or applicants are customarily posted. It must remain there for the duration of this Decree.

Successors

52. American Screening must provide notice to the EEOC within thirty (30) days after any acquisition or merger or change in ownership or membership of Defendant, and must provide a copy of this Decree to any natural or juridical person acquiring, merging with, or becoming an owner, member, or manager of American Screening prior to the effective date of such acquisition, merger, ownership, management, or membership.

Enforcement

53. The EEOC may seek immediate relief at any time from the Court if American Screening fails to comply with any term or condition of the Decree. If the EEOC requests such relief and the Court determines that American Screening failed to comply with any such a term or condition, the Court may (1) fine it, (2) hold it, as well as its owners, managers, and agents, in contempt, (3) set aside this Decree, reinstate this action, and set this action for trial, (4) provide any other relief available under the Decree or the law; and (5) take any other action the Court deems necessary and appropriate, including an award of costs and attorneys' fees.

54. The parties and the Court agree that if the Court finds American Screening to have willfully violated the Decree, the Court is empowered to impose fines which the Court

deems consistent with the purposes of Title VII and within the powers of the Court to enforce its orders.

Effect of Bankruptcy

55. American Screening has filed a petition for Chapter 11 bankruptcy protection in the Western District of Louisiana, Bankruptcy Petition No. 23-10350. As a condition of this settlement, the parties have agreed that, upon the filing of this Decree with the Court for entry, American Screening will have received approval from the Bankruptcy Court (“Bankruptcy Court approval”) to pay the full settlement amount to Imani Stewart from available funds to avoid payment of immediately foreseeable litigation costs, thereby preserving estate assets. As further condition of this settlement, the parties have agreed that the Bankruptcy Court approval which American Screen will have received will specify that the settlement amount under this Decree is not subject to reduction under the Chapter 11 reorganization plan.

56. As a condition of this settlement, American Screening has deposited the full settlement amount into the IOLTA account of Defendant’s counsel, Hilburn & Hilburn – APLC, solely for the purpose of paying Imani Jackson in accordance with the parties’ settlement agreement, as reflected in this Decree. As a condition of this settlement, American Screening, through its counsel, has provided written confirmation of the deposit to the EEOC. As further condition of this settlement, American Screening has also, on the same date as of the aforementioned IOLTA account information, provided to the EEOC a sworn declaration from American Screening’s Chief Executive Officer that the funds were deposited into the IOLTA account for the purpose of paying the settlement amount in this Decree, contingent on this Court’s approval of the Decree, and shall be used for no other purpose.

57. As a condition of this settlement, the Parties have agreed that within the later of fourteen (14) days of the entry of the Bankruptcy Court approval of the settlement amount

set forth in this Decree or (3) business days of the deposit of the settlement funds into the IOLTA account of Defendant's counsel, Hilburn & Hilburn – APLC , the parties will jointly move for entry of this Decree. In the event of the parties' filing this Decree with the Court for approval, American Screening represents that the settlement funds have been deposited.

58. In the event that American Screening fails to deposit the full settlement amount into the IOLTA account of Defendant's counsel, Hilburn & Hilburn – APLC, or pay Imani Stewart the full settlement amount less applicable withholdings, this agreement is null and void.

Enforcement

59. As a condition of this settlement, the District Court will retain jurisdiction to enforce the terms of this Consent Decree.

SO ORDERED:

In Shreveport, Louisiana, this 3rd day of Apri, ~~2022~~ 2024.



United States District Judge

Exhibit A

Release

In consideration for Fifty Thousand and No/100 Dollars (\$50,000) paid to me by American Screening, LLC, in connection with the resolution of *U.S. Equal Employment Opportunity v. American Screening, LLC*, No. 5:22-cv-01673 (W.D. La.), I, Imani Stewart, waive my right to recover for any claims arising under Title VII that I had against American Screening prior to the date of this release and that were included in the claims alleged in U.S. Equal Employment Opportunity Commission's complaint in the above-referenced action.

This _____ day of _____, _____;
DAY MONTH YEAR

SIGNATURE: _____

ADDRESS: _____

CITY STATE ZIP CODE



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
New Orleans Field Office**

500 Poydras St., Room 809
New Orleans, LA 70130
Intake Information Group: (800) 669-4000
Intake Information Group TTY: (800) 669-6820
New Orleans Direct Dial: (504) 635-2531
FAX (504) 595-2884
Website: www.eeoc.gov

Exhibit B

Notice to Employees

This Notice is being posted pursuant to a Consent Decree entered by the U.S. District Court in *E.E.O.C. v. American Screening LLC*, No. 5:22-cv-01673 (W.D. Louisiana) based on a negotiated resolution between the parties. American Screening has not admitted and does not admit that it engaged in any unlawful practices.

Title VII of the Civil Rights Act of 1964 ("Title VII") protects individuals from employment discrimination because of race. American Screening will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws. It is the policy of American Screening, to treat employees equally, regardless of sex, race, color, religion, national origin, age, disability, or pregnancy status. American Screening adheres to its policy of prohibiting discrimination in violation of the provisions of Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act ("ADEA"), the Genetic Information Non-Discrimination Act ("GINA"), the Equal Pay Act ("EPA") of 1963, and/or the Americans with Disabilities Act ("ADA").

American Screening, LLC, also assures its employees that its commitment to following these federal laws includes not taking any action against an individual because he/she has exercised his/her rights under the law to oppose discriminatory acts or to file charges with EEOC. American Screening, LLC will take appropriate corrective action against any employee (including management personnel) or independent contractor found to have violated its policy prohibiting discrimination and retaliation in any form.

If you believe you or another applicant or employee have been discriminated or retaliated against, please contact the EEOC:

Address: Attn: Legal Unit
U.S. Equal Employment Opportunity Commission
500 Poydras Street, Suite 809
New Orleans, LA 70130
Telephone: 504-635-2533
E-mail: elizabeth.owen@eeoc.gov, peter.theis@eeoc.gov,
andrew.kingsley@eeoc.gov, or gregory.juge@eeoc.gov
Website: www.eeoc.gov

This Notice to Employees must remain posted continuously by American Screening, LLC for three years from the date stamped in the header above. This Notice to Employees must not be altered, defaced, removed, or covered.