

FILED

2008 DEC 24 PM 10:14

**UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION**

**UNITED STATES EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,**

Plaintiff,

and

EVA CRAWFORD,

Plaintiff-Intervenor,

v.

Case No. 3:06-cv-862-TJC-32MCR

AUTOZONE, INC.,

Defendant.

CONSENT DECREE

1. This Consent Decree ("Decree") is made and entered into by and between Plaintiff, the United States Equal Employment Opportunity Commission (the "Commission" or "EEOC"), Eva Crawford ("Plaintiff-Intervenor" or "Crawford") and Defendant, AutoZone, Inc. ("Defendant" or "AutoZone"). The Commission, Eva Crawford, and Defendant are collectively referred to as the "Parties" throughout this Decree.

2. The Commission filed this action on September 29, 2006 under Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e *et seq.* ("Title VII") and Title I of the Civil Rights Act of 1991 to correct alleged unlawful employment practices on the basis of sex, female, and retaliation and to provide appropriate relief to Eva Crawford and other similarly situated individuals who were

adversely affected by such practices. During the litigation, EEOC named Regina Carter as a similarly situated individual ("Carter").

3. The Court granted Ms. Crawford's Motion to Intervene in this action. Like the EEOC, the Plaintiff-Intervenor alleged that Defendant violated Title VII and Title I. Ms. Crawford's Complaint also alleged that Defendant violated the Florida Civil Rights Act of 1992, Fla. Stat. §§760, et seq.

4. In the interest of resolving this matter, to avoid the cost of litigation, and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by the entry of this Decree. This Decree is final and binding on the Parties, their successors and assigns.

5. Defendant states that the settlement and this Consent Decree are in no way an admission of any fault or liability on the part of Defendant.

6. The Parties agree that this Decree resolves all claims against Defendant alleged in EEOC Charge Number 510-2006-00651C and the EEOC Complaint filed in this action. The Parties further agree that this Decree does not resolve any other Charges of Discrimination or any other claims that may be pending with the EEOC other than the Charge referred to in this paragraph.

I. FINDINGS

7. 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. No party shall contest the jurisdiction of this Federal Court to enforce this Decree and its terms or the right of EEOC to bring an enforcement suit upon alleged breach of any term(s) of this Decree.

c. The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of the Claimants and the public interest are adequately protected by this Decree.

d. 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 Title VII and will be in the best interests of Eva Crawford, Regina Carter, AutoZone, EEOC and the public.

e. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, and officers of AutoZone.

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

II. GENERAL INJUNCTIVE PROVISIONS

8. Defendant, its officers, managers, employees, agents and partners, successors and assigns, are enjoined from engaging in conduct that discriminates on the basis of sex in violation of Title VII of the Civil Rights Act of 1964, as amended.

9. Defendant, its officers, managers, agents and partners, successors and assigns, and all persons acting in concert with it agree that they will not discriminate nor retaliate against any employee in violation of Title VII.

III. ADOPTION AND DISTRIBUTION OF ANTI-DISCRIMINATION POLICY

10. Defendant has in place a written policy prohibiting sexual harassment and retaliation. The policy is and shall continue to be distributed to all of Defendant's employees and management staff and is and shall continue to be included in relevant policy manuals and the Employee Handbook used by Defendant. The policy is and shall continue to be kept and maintained in a conspicuous and accessible place for all employees and printed in a font that is easily legible. Defendant maintains and shall continue to maintain records demonstrating that the policy has been acknowledged and reviewed by each employee. Defendant provides and shall continue to provide on-line and other training to employees related to its anti-sexual harassment and retaliation policy.

IV. TRAINING

11. In order to further ensure the effective implementation of Defendant's anti-discrimination policies, Defendant will conduct annual training throughout the duration of this Decree in Store Nos. 271, 272, 281 (Jacksonville), 298 (Palatka), 408 (Neptune Beach), 1052 (Middleburg), 2459 (Starke), and 3178 (St. Marys, GA) for its employees, including its managers and supervisory personnel in those stores, with specific emphasis on recognizing sexual harassment and acts that constitute unlawful retaliation and the proper procedure to be followed if they become aware of sexual harassment or retaliation in the workplace and/or if they receive a complaint of such harassment or retaliation for complaining about sexual harassment. Defendant will provide to EEOC, within at least two (2) weeks before conducting the first training in each year throughout the Decree, any training materials to be used at the training session. The training will be conducted by Nancy Stephens, National Director of Field Human Resources. The first training shall take place within sixty (60) calendar days of entry of this Decree. The remainder of the training sessions shall

take place within six calendar months of entry of this Decree and annually thereafter throughout the duration of this Decree. Defendant agrees to certify in writing to the EEOC annually, on the anniversary date of the Decree throughout the duration of the Decree, the dates, locations, and the name and job title of employees who attended such training.

12. Defendant agrees that the training described in paragraph 11 shall be given to all new managers and supervisors in Store Nos. 271, 272, 281 (Jacksonville), 298 (Palatka), 408 (Neptune Beach), 1052 (Middleburg), 2459 (Starke), and 3178 (St. Marys, GA), who did not attend the annual training, within thirty (30) calendar days of being placed in a management or supervisory position in such stores.

V. POSTING

13. Within five (5) business days after entry of this Decree, AutoZone shall post an eight and a half (8 ½) inches by eleven (11) inches laminated copy of the Notice attached as Exhibit A to this Decree. The Notice shall be posted at Defendant's Store No. 2459 (Starke) for the duration of this Decree in a conspicuous location accessible to all employees (i.e. employee bulletin board). The Notice shall remain posted throughout the duration of this Decree. Defendant shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material, AutoZone shall certify to EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted.

VI. RECORD KEEPING

14. For the duration of this Decree, AutoZone shall maintain and make available for inspection and copying by EEOC upon reasonable notice records (including name, last known home address and telephone number, complaint and resolution of the complaint) of each person

complaining about harassment on the basis of sex and/or retaliation for complaining about harassment on the basis of sex at Defendant's Store Nos. 271, 272, 281 (Jacksonville), 298 (Palatka), 408 (Neptune Beach), 1052 (Middleburg), 2459 (Starke), and 3178 (St. Marys, GA).

15. AutoZone shall provide the last known home address and telephone number for all persons in Store Nos. 271, 272, 281 (Jacksonville), 298 (Palatka), 408 (Neptune Beach), 1052 (Middleburg), 2459 (Starke), and 3178 (St. Marys, GA) within its employ during the term of the Decree whom EEOC requests and identifies for purposes of verifying compliance with this Decree, within ten (10) business days of EEOC's request. In the event that EEOC is unable to contact an employee for purposes of verifying compliance with this Decree, it shall notify AutoZone and AutoZone shall, within ten (10) business days, provide EEOC with the employee's scheduled hours of work over the next seven (7) day period.

16. Nothing contained in this Decree shall be construed to limit any obligation AutoZone may otherwise have to maintain records under Title VII or any other law or regulation.

VII. REPORTING

17. Throughout the duration of this Decree AutoZone shall furnish to EEOC the following written reports annually on the anniversary date of this Decree. Each report shall contain:

a. A description of each complaint of harassment on the basis of sex and/or retaliation for complaining about harassment on the basis of sex at Defendant's Store Nos. 271, 272, 281 (Jacksonville), 298 (Palatka), 408 (Neptune Beach), 1052 (Middleburg), 2459 (Starke), and 3178 (St. Mary's, GA) including the names, last known home address and phone number of the complaining parties, names of witnesses, and the resolution of such complaint, occurring within the twelve (12) month period preceding the report. Information identifying AutoZone employees

produced pursuant to this Decree will only be used to verify and facilitate compliance with this Decree.

b. A certification by AutoZons that the Notice required to be posted in Paragraph 13, above, remained posted during the entire twelve (12) month period preceding the report.

VIII. EXPUNGEMENT OF ENTRIES FROM PERSONNEL RECORDS

18. Defendant agrees to remove from Eva Crawford's personnel file any corrective action related to her termination, within ten (10) business days of the entry of this Decree. Defendant further agrees to provide positive letters of reference to Eva Crawford and Regina Carter, dated the date of entry of this Decree.

IX. MONETARY RELIEF

19. Defendant shall pay a lump sum in the amount of \$150,000.00 to resolve this litigation as described in attached Exhibit B. All payments and 1099s shall issue within fifteen (15) business days from the Court's execution of this Decree, by certified mail to Eva Crawford c/o Philip Daniel Williams, Esq., Magid & Williams, P.A., 3100 University Boulevard South, Suite 115, Jacksonville, FL 32216; and to Regina Carter, 1530 West Madison Street, Apartment C-6, Starke, FL 32091. A copy of the payments and 1099s shall be forwarded to the attention of Carla Von Greiff, Trial Attorney, U.S. Equal Employment Opportunity Commission, 501 East Polk Street, 10th Floor, Tampa, Florida, 33602.

20. If Defendant fails to tender the payment described in paragraph 19 above and Exhibit B, in violation of this Decree, then Defendant shall pay interest on the defaulted payment at the rate calculated pursuant to 26 U.S.C. Section 6621(b) until the same is paid, and bear any additional

costs incurred by the EEOC or Crawford, including attorney's fees, caused by the non-compliance or delay of the Defendant.

X. DISPUTE RESOLUTION

21. In the event that EEOC believes that Defendant has failed to comply with any provision(s) of the Decree, EEOC shall have the right to seek Court intervention. Additionally, no party shall contest the Court's jurisdiction to hear a dispute arising from the Decree nor challenge EEOC's ability to bring an action to enforce the terms of the Decree in this Court.

XI. COSTS

22. Each Party shall bear its own costs associated with this litigation, including attorneys' fees, except as noted in Exhibit B.


XII. DURATION OF CONSENT DECREE

23. All provisions of this Decree shall be in effect for a period of two (2) years immediately following entry of the Decree.


SO ORDERED, ADJUDGED AND DECREED, this 24th day of December, 2008.


TIMOTHY J. CORRIGAN
UNITED STATES DISTRICT JUDGE


**AGREED TO:
FOR THE PLAINTIFF,
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

by:  Date: 19 December 2008
Nora E. Curtin
Regional Attorney
U.S. Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower, Suite 2700
2 South Biscayne Boulevard
Miami, Florida 33131
Telephone: (305) 808-1853
Facsimile: (305) 808-1835

**AGREED TO:
FOR THE PLAINTIFF-INTERVENOR
EVA CRAWFORD**

by:  Date: Dec. 1, 2008
Philip Daniel Williams, Esquire
Magid & Williams, P.A.
3100 University Boulevard South, Suite 115
Jacksonville, FL 32216
Telephone: (904) 725-6161
Facsimile: (904) 725-3410

**AGREED TO:
FOR THE DEFENDANT
AUTOZONE**

by:  Date: 26 Nov. 2008
F. Daniel Wood, Jr., *pro hac vice*
THE KULLMAN FIRM
A Professional Law Corporation
600 University Park Place, Suite 340
Birmingham, AL 35209
Telephone: (205) 871-5858
Facsimile: (205) 871-5874


APPROVED AS TO LEGAL FORM
L. McMillan-Rose 

EXHIBIT A
NOTICE TO EMPLOYEES POSTED PURSUANT TO A CONSENT DECREE
BETWEEN THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION AND AUTOZONE, INC.

This notice is being posted pursuant to a Consent Decree entered by the Court in EEOC v. AutoZone, Inc., Case No. 3:06-cv-862-J-32MCR. The United States Equal Employment Opportunity Commission ("EEOC") filed this suit alleging that Defendant discriminated against an employee and other similarly situated individuals because of her sex, female. EEOC alleged that Eva Crawford, a former Commercial Specialist and other similarly situated individuals at Defendant's Starke, Florida store, were subjected to sexual harassment by Defendant's Parts Sales Manager in the form of repeated sexually offensive comments. EEOC also asserted that Defendant fired Ms. Crawford in retaliation for complaining about the sexual harassment. AutoZone denies these allegations. A settlement was reached which resolved the case and requires posting this notice.

AutoZone policy prohibits discrimination against employees based sex in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Title VII protects individuals from employment discrimination because of their race, religion, color, national origin, and/or sex. Title VII also protects individuals from retaliation for having complained of an unlawful employment practice. AutoZone does not condone employment discrimination of any kind as set forth in federal anti-discrimination laws, including, but not limited to, sexual harassment and retaliation.

Furthermore, AutoZone assures its employees that it supports Title VII and will not take any action against an individual because he/she has exercised his/her right under the law to oppose discriminatory acts or to file charges with the EEOC. Appropriate corrective action, up to and including termination, shall be taken against any employee (including management personnel) found to violate the policies regarding discrimination, based upon the circumstances involved.

EEOC enforces the federal laws against discrimination in employment on the basis of disability, race, color, religion, national origin, sex, and age. If you believe you have been discriminated against, you may telephone the Miami District Office of the Equal Employment Opportunity Commission at (305) 808-1740, EEOC charges no fees and has employees who speak languages other than English.

This Notice must remain posted for two (2) years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice of compliance with its terms may be directed to: AutoZone Settlement, c/o EEOC, 1 Biscayne Tower, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131.

Signed this _____ day of _____, 2008.

PRESIDENT/CEO, AUTOZONE, INC.

DO NOT REMOVE BEFORE _____, 20__.

**EXHIBIT B
ALLOCATION OF MONETARY-RELIEF**

AutoZone agrees to pay a total gross amount of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) to resolve all claims as to all parties in this litigation, which will be payable as follows:

1. A check made payable to Eva Crawford in the amount of Four Hundred Dollars and No Cents (\$400.00), less all applicable payroll and other taxes, withholdings and other deductions required by law paid in settlement of claims for lost wages. AutoZone shall issue Ms. Crawford a W-2 for this amount;

2. A check made payable to Magid & Williams, P.A. in the amount of Forty-Eight Thousand Six Hundred Fifty-Six Dollars and Forty-Four Cents (\$48,656.44), for attorneys' fees and costs. AutoZone shall issue Magid & Williams, P.A. a 1099 for this amount;

3. A check made payable to Eva Crawford in the amount of Seventy Thousand Nine Hundred Forty-Three Dollars and Fifty-Six Cents (\$70,943.56), with no deductions or withholdings, in settlement of claims for punitive and compensatory damages that are not wages. AutoZone shall issue Ms. Crawford a 1099 for this amount; and

4. A check made payable to Regina Carter in the amount of Thirty Thousand Dollars (\$30,000.00), with no deductions or withholdings, in settlement of claims for punitive and compensatory damages that are not wages. AutoZone shall issue Ms. Carter a 1099 for this amount.