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IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION
03 OCT 21 AM 9: 54
2003 OCT 16 AM 10: 35

U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA, FLORIDA
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

PIZZA OF FLORIDA, INC., D/B/A
ABC PIZZA, a Florida Corporation

Defendants.

CLERK U.S. DISTRICT COURT
TAMPA, FLORIDA

CIVIL ACTION NO.
8:03cv567-T17MSS

CONSENT DECREE

1. This Consent Decree (the "Decree") is made and entered into by and between Plaintiff, the Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC") and Defendant, Pizza of Florida, Inc. d/b/a ABC Pizza (hereinafter referred to as "Defendant"). The Commission, and Defendant are collectively referred to herein as "the Parties."

2. On March 27, 2003, EEOC initiated this action by filing its Complaint against Defendant. EEOC's Complaint alleged that Defendant violated Title VII of the Civil Rights Act of 1964, as amended, including but not limited to, amendments authorized by the Civil Rights Act of 1991, 42 U.S.C. Section 2000e *et seq.* ("Title VII"), by subjecting Alexis Abrams, Sabrina L. Almendariz, and other similarly situated individuals to a sexually hostile environment.

3. On or about April 24, 2003, Defendant filed its answer to Plaintiff EEOC's Complaint denying that its actions were discriminatory in any way.

4. In the interests of resolving this matter, without admitting fault, to avoid the costs of

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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 upon the Parties, their successors and assigns.

5. The Parties agree that this Decree resolves all claims against Pizza of Florida alleged in EEOC Charge Numbers 151A200808, 151A200721, and the EEOC's complaint filed in this action. The parties further agree that this Decree does not resolve any Charges of Discrimination that may be pending with the EEOC other than the Charge Numbers referred to in this paragraph.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings filed by the parties, it is **ORDERED, ADJUDGED AND DECREED THAT:**

6. This Court has jurisdiction of the subject matter of this action and over the parties for the purposes of entering and enforcing this Decree.

GENERAL INJUNCTIVE PROVISIONS

7. Defendant, its officers, managers, agents and partners, are enjoined from discriminating against any employee who opposes any of Defendant's practices which the employee believes in good faith to be a violation of Title VII; who files a charge of discrimination with the EEOC alleging violation(s) of such statute; who cooperates with the EEOC in the investigation and/or prosecution of any charge of discrimination; or who cooperated in the investigation or prosecution of this case.

8. Defendant, its officers, managers, agents and partners, agree that it will not engage in any conduct which violates Title VII of the Civil Rights Act of 1964, as amended, by adversely affecting the terms and conditions of any individual's employment by subjecting the employee to a hostile work environment.

DEVELOPMENT OF HARASSMENT POLICY AND TRAINING

9. Defendant will established a written policy of compliance with Title VII. A copy of Defendant's Title VII compliance policy will be provided to the EEOC and Defendant will certify that a complete copy of its Title VII policy will be provided to all its current employees at all of Pizza of Florida facilities on or before October 31, 2003. Defendant further agrees that all new employees will be provided a copy of the policy as part of the new employee orientation process within one (1) week of association with Defendant.

10. In order to further ensure the effective implementation of Defendant's anti-discrimination policies, Defendant will conduct training for all of its managers and supervisory personnel on all aspects of Title VII. Such training will be conducted by any law firm or organization specializing in the area of employment discrimination, and shall last at least four (4) hours. The Defendant shall notify the EEOC of the law firm or organization specializing in the area of employment discrimination, and EEOC shall have ten (10) days to object after receiving notification of the selection. The first training shall be conducted on or before November 29, 2003 and thereafter on a yearly basis throughout the duration of this decree. At least two (2) weeks before it conducts its training session(s), Defendant agrees to provide EEOC with (1) date(s) of the training; (2) copies of all training material to be used at the training session; and (3) a list of the names and titles of each employee who will be in attendance at the training. Additionally, Defendant agrees that the EEOC shall, at its discretion, be in attendance at the training session(s), and the EEOC shall notify Defendant, one week in advance, that a representative will be in attendance.

POSTING

11. Defendant will post within seven (7) days from the Court's execution of this Decree a laminated 11" x 17" size copy of the Notice attached hereto as Exhibit A. Said notice shall be posted at all of Pizza of Florida facilities for the duration of this Decree in conspicuous locations accessible to all employees.

MONITORING

12. Defendant will retain all employment records relating in any way to any complaint made to a supervisor, manager or human resource officer and to any investigation of sexual harassment at any of Defendant's facilities for the duration of this Decree and/or as required by law.

13. Defendant will certify to the EEOC every six (6) months throughout the duration of this Decree that it is in compliance with all aspects of this Decree. The first such certification will be due no later than April 30, 2004. With each such certification, Defendant will provide the EEOC with the name, address and phone number of any person who alleges they have been subjected to sexual harassment while working at any of Pizza of Florida's facilities during the preceding six (6) months. Defendant will also state its actions taken in response to each such allegation. Defendant will provide upon request by the Commission (a) a copy of the complaint, or if no written complaint was filed, a statement describing the nature of the complaint; (b) a statement describing the actions taken; and (c) the outcome regarding such complaint.

MONETARY RELIEF

14. Defendant shall pay a lump sum of \$325,000 in resolution of this litigation. Two hundred and twenty-five thousand (\$225,000) represents compensation for the state court claims, and compensatory and punitive damages for identified aggrieved individuals. The remaining one hundred thousand (\$100,000) also represents compensatory and punitive damages and shall be

distributed as determined by the EEOC to aggrieved identified claimants who worked for Defendant at any time between April 1, 2001 to December 31, 2002. Defendant shall issue an I.R.S. Form 1099 to the law firm of Morgan, Padgett & Associates, P.A. With respect to any monies distributed to identified claimants, Alexis Abrams and Sabrina L. Almendariz, the law firm of Morgan, Padgett & Associates, P.A. shall issue an I.R.S. Form 1099 in accordance with state and federal law; and with respect to unidentified claimants, the EEOC will instruct the law firm of Morgan, Padgett & Associates, P.A. to issue an I.R.S. Form 1099, if appropriate. No portion of the three hundred and twenty five (\$325,000) shall remit to Defendant.

15. Within ten (10) days of the Court's execution of this Decree, Defendant will cause to be issued a check in the amount of three hundred and twenty five thousand (\$325,000) payable to Morgan, Padgett & Associates, P.A. for deposit in its client trust account. Such payment shall be forwarded by certified mail with a return receipt requested to: Morgan, Padgett & Associates, P.A., 501 East Kennedy Blvd., Suite 1207, Tampa, Florida 33602. A copy of the check shall be forwarded to the attention of Kenneth L. Gillespie, EEOC Trial Attorney, U.S. Equal Employment Opportunity Commission, One Biscayne Tower, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131.

16. If Defendant fails to tender the above-mentioned payments as set forth in paragraph 17, 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 caused by the non-compliance or delay of the Defendant.

NOTICE TO POTENTIAL AGGRIEVED INDIVIDUALS

17. The Parties agree that potential claimants shall be current or former female

employees who work/worked for Pizza of Florida d/b/a ABC Pizza at any time between April 1, 2001 to December 31, 2002, and who submit credible evidence of being subjected to a sexually hostile environment.

18. Defendant shall provide to the EEOC information in its possession necessary for contacting potential claimants on or before November 24, 2003. This information shall be utilized for the purposes of identifying female aggrieved individuals who were subjected to a sexually hostile environment during the period state in Paragraph # 17.

19. The EEOC shall provide notice to all eligible claimants as described in Paragraph 18, via certified mail, that a settlement has been reached among all the Parties to this action on or before December 22, 2003. A copy of such "Notice" is attached as Exhibit B. The "Notice" shall provide that Defendant shall take no adverse action against any individual for filing such an application. Potential claimants shall be further advised that, if they wish to make application for an award from the Claimant Fund, they must do so by filling out a "Claim Form" and mailing it to the EEOC's Miami District Office post marked on or before January 19, 2004. The notice shall provide that Defendant shall take no adverse action against any individual for filing such an application. A copy of such notice is attached as Exhibit C.

20. The EEOC shall notify all potential claimants as to whether their applications to share in the Claimant Fund have been granted and the amount to be received by each on or before February 23, 2004. A copy of such notice is attached as Exhibit D.

21. Potential claimants shall submit letters to the court by March 19, 2004, indicating any disagreement they may have with their claimant status/proposed award and the reasons therefore. This procedure will be the sole means by which claimants may challenge their claimant status or the

handling of their proposed monetary award. Additionally, potential claimants must also send a copy to Kenneth L. Gillespie, Trial Attorney, One Biscayne Tower, 2 South Biscayne Boulevard, Suite 2700, Miami, FL 33131. Potential claimants shall make reference on the outside of the envelope to U.S.E.E.O.C. v. Pizza of Florida.

22. Within ten (10) days of the court's approval of the potential claimant distribution, the EEOC shall direct Morgan, Padgett & Associates, P.A. to mail settlement checks drawn on the trust account of Morgan, Padgett & Associates, P.A. Included with the settlement check will be an "Acknowledgment and Release" to be filled out by the potential claimants and returned to Morgan, Padgett & Associates, P.A. A copy of the "Acknowledgment and Release" is attached as Exhibit E. Within three (3) days after all such payments have been made, a copy of the checks shall be forwarded to the attention of Kenneth L. Gillespie, EEOC Trial Attorney, U.S. Equal Employment Opportunity Commission, One Biscayne Tower, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131. Morgan, Padgett & Associates, P.A. shall also provide Mr. Kenneth L. Gillespie with copies of all executed "Acknowledgment and Releases" upon receipt of same.

23. The remedies provided under this Consent Decree shall be the exclusive remedies available under Title VII for claims of sexual harassment occurring between April 1, 2001 and December 31, 2002 to any current or former employee of Defendant who has not filed a charge of discrimination with the EEOC.

ENFORCEMENT OF DECREE

24. The Commission and Defendant will make best efforts to effectuate the terms of this Decree.

25. The Commission shall have independent authority to seek the judicial enforcement

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of any aspect, term or provision of this Decree.

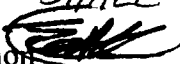
COSTS

26. Each Party shall bear its own costs and attorneys' fees associated with this litigation.

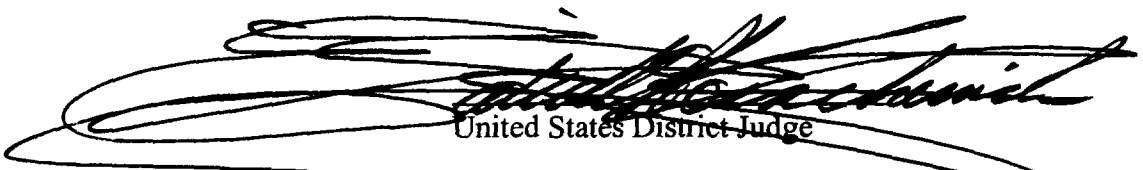
DURATION OF CONSENT DECREE

27. The duration of this Decree shall be three (3) years from the date of entry of the Decree.

28. This case will be dismissed with prejudice. However, the Court will retain jurisdiction to enforce the monetary and injunctive provisions of this Consent Decree during the three year period that said Decree is in effect.

*AND THE CLERK OF COURT SHALL
CLOSE THIS CASE* 

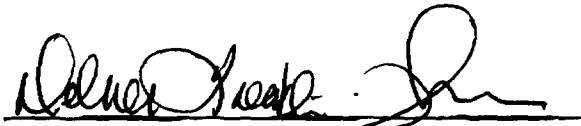
SO ORDERED, ADJUDGED AND DECREED, this 21st ^{October} ~~September~~ day of 2003.



United States District Judge


**ELIZABETH A. KOVACHEVICH
UNITED STATES DISTRICT JUDGE**

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

by: 
DELNER FRANKLIN-THOMAS
Regional Attorney
U.S. Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower, Suite 2700
2 South Biscayne Boulevard
Miami, Florida 33131

Date: 10/15/03

AGREED TO:
FOR DEFENDANT

by: 
WILLIAM FOTOPOULOS
OWNER, PIZZA OF FLORIDA D/B/A ABC PIZZA

Date: 10/15/03

EXHIBIT "A"

**NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND
PIZZA OF FLORIDA, INC., D/B/A ABC PIZZA,**

This notice is being posted pursuant to a Consent Decree entered by the Court in Equal Employment Opportunity Commission v. Pizza of Florida d/b/a ABC Pizza, Civil Action No. 8:03cv567-T17MSS. Pizza of Florida d/b/a ABC Pizza has agreed that it will not discriminate against employees in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Title VII protects individuals from discrimination because of the race, religion, color, sex (including sexual harassment and pregnancy) and/or national origin. Title VII also protects individuals from retaliation for having complained of an unlawful employment practice. Pizza of Florida d/b/a ABC Pizza will not condone discrimination of any kind as set forth in federal laws, including, but not limited to, racial, religious or national origin harassment.

Furthermore, Pizza of Florida d/b/a ABC Pizza assures its employees that it supports Title VII and will not take 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 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.

This notice shall remain posted for three (3) years from the date signed. Employees or applicants for employment who have questions about their rights under Title VII or any other federal anti-discrimination law may telephone the Miami District Office of the Equal Employment Opportunity Commission at 1-800-669-4000.

Signed this 10 day of 11, 2003

OWNER, PIZZA OF FLORIDA
d/b/a ABC Pizza

EXHIBIT "B"

U.S.E.E.O.C. VS. PIZZA OF FLORIDA, INC., D/B/A ABC PIZZA

NOTICE

**ATTENTION ALL CURRENT AND FORMER FEMALE EMPLOYEES
WHO WORK/WORKED AT PIZZA OF FLORIDA, INC., D/B/A
ABC PIZZA, BETWEEN APRIL 1, 2001, AND DECEMBER 31, 2002**

Pizza of Florida d/b/a ABC Pizza, has entered into a consent decree with the United States Equal Employment Opportunity Commission ("EEOC"), an agency of the United States Government to resolve a lawsuit filed by the EEOC against Pizza of Florida d/b/a ABC Pizza pursuant to Title VII of the Civil Rights Act of 1964, as amended, ("Title VII"). If you were subjected to a sexually hostile environment between April 1, 2001, and December 31, 2002, you may be qualified to participate in the settlement of this lawsuit. You must act immediately to preserve your rights by completing the enclosed claims form.

The claims form must be returned to EEOC, One Biscayne Tower, 2 South Biscayne Boulevard, Suite 2700, Miami, FL 33131. All claims will be thoroughly reviewed by the EEOC to determine eligibility for participation in the settlement.

Pizza of Florida d/b/a ABC Pizza, agrees that it will take no adverse action against any current or former employee for filing the claim form and/or participating in the process distribution.

EXHIBIT "C"

**U.S.E.E.O.C. VS. PIZZA OF FLORIDA, INC., D/B/A ABC PIZZA,
CLAIM FORM**

- 1. Name: _____
- 2. Date of Birth: _____
- 3. Mailing Address: _____
- 4. Daytime phone or contact: _____
(Failure to provide a daytime phone or the number of a person who can take a message for you during the day will result in our inability to process your claim).
- 5. Dates of Employment: _____
- 6. If former employee, reason(s) for separation with Pizza of Florida d/b/a ABC Pizza:

- 7. Job Title: _____
- 8. Do you believe that you were subjected to a sexually hostile environment at Pizza of Florida d/b/a ABC Pizza because of your sex? Yes _____ No _____
- 9. If you answered yes to the question above, please provide a statement as to why including: (1) the name of person(s) who harassed you; (2) a list of the sexually offensive comments that you were subjected to; and (3) the names of witnesses who may support your belief that you were subjected to a sexually hostile environment. _____

_____.

The enclosed claim form must be completed and returned on or before January 19, 2004.

EXHIBIT "D"

**U.S.E.E.O.C. VS. PIZZA OF FLORIDA, INC., D/B/A ABC PIZZA
Notification of Claimant Status**

We are in receipt of, and have carefully reviewed your claim form, documentation and interview notes, if applicable, for the above matter. The following constitutes the EEOC's determination;

1. claimant status

A. Meets all criteria for claimants: Yes _____ No _____

Comment _____

B. Eligible for monetary awards: No _____ Yes _____ Amount _____

Comments _____

If you disagree with the EEOC's determination; you have until March 19, 2004 to submit a letter to the court indicating any disagreement you may have with your claimant status/proposed monetary award, and the reasons therefore. **If you have no disagreement, please do not send a letter to the court.** Letters should be addressed as follows and both on the outside of the envelope and in the text of the letter make reference to U.S.E.E.O.C. v. Pizza of Florida d/b/a ABC Pizza.

You must also send a copy to Kenneth L. Gillespie, Trial Attorney, One Biscayne Tower, 2 South Biscayne Boulevard, Suite 2700, Miami, FL 33131. Please make reference on the outside of the envelope to U.S.E.E.O.C. v. Pizza of Florida.

EXHIBIT "E"

U.S. E.E.O.C. VS. PIZZA OF FLORIDA, INC., D/B/A ABC PIZZA

Acknowledgment and Release

I, _____, acknowledge receipt of a settlement check in the amount of \$_____ from the trust account of Morgan, Padgett & Associates, P.A. as a result of my having filed a claim with the EEOC in connection with my belief that I was subjected to a sexually hostile work environment during the course of my employment at Pizza of Florida d/b/a ABC Pizza.

I understand and agree that this settlement check is in full and final settlement of all claims I may have against Pizza of Florida, Inc. d/b/a ABC Pizza under Title VII and all other federal laws administered by the EEOC, based on conduct occurring between April 1, 2001 and December 31, 2002.

Print Name

Date

Signature

F I L E C O P Y

Date Printed: 10/21/2003

Notice sent to:

— Nicholas M. Inzeo, Esq.
Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower
2 S. Biscayne Blvd., Suite 2700
Miami, FL 33131

8:03-cv-00567 jlh

— Delner Franklin-Thomas, Esq.
Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower
2 S. Biscayne Blvd., Suite 2700
Miami, FL 33131

8:03-cv-00567 jlh

— Michael J. Farrell, Esq.
Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower
2 S. Biscayne Blvd., Suite 2700
Miami, FL 33131

8:03-cv-00567 jlh

— Kenneth Lawrence Gillespie, Esq.
Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower
2 S. Biscayne Blvd., Suite 2700
Miami, FL 33131

8:03-cv-00567 jlh

— Gwendolyn Y. Reams, Esq.
Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower
2 S. Biscayne Blvd., Suite 2700
Miami, FL 33131

8:03-cv-00567 jlh

— Peter W. Zinober, Esq.
Zinober & McCrea, P.A.
201 E. Kennedy Blvd., Suite 800
Tampa, FL 33602

8:03-cv-00567 jlh

— Shane T. Munoz, Esq.
Zinober & McCrea, P.A.
201 E. Kennedy Blvd., Suite 800
Tampa, FL 33602

8:03-cv-00567 jlh

— Luisette Gierbolini, Esq.
Zinober & McCrea, P.A.
201 E. Kennedy Blvd., Suite 800
Tampa, FL 33602

8:03-cv-00567 jlh

— F. Robert Radel II, Esq.
Butler Pappas Weihmuller Katz Craig LLP
Bayport Plaza, Suite 1100
6200 Courtney Campbell Causeway
Tampa, FL 33607-5946

8:03-cv-00567 jlh