

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION**

Case No. 2:05-CV-306-FTM-29 DNF

**U. S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,**

Plaintiff,

v.

**STOCK BUILDING SUPPLY f/k/a
CAROLINA HOLDINGS, INC. d/b/a
STUART LUMBER CO.,**

Defendant.

CONSENT DECREE

This Consent Decree (“Decree”) is made and entered into by and between Plaintiff, the Equal Employment Opportunity Commission (hereinafter “EEOC or “the Commission”), and Defendant, Stock Building Supply, Inc. (hereinafter “Stock” or “Defendant”). The Commission and Stock are collectively referred to herein as “the Parties.”

On July 1, 2005, EEOC initiated this action by filing its Complaint against Stock. EEOC’s Complaint alleged that Stock discriminated against Louis Schley (“Schley”) because of his race, African-American, in violation of 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. EEOC’s Complaint alleges that Schley assumed the job duties of the Rebar Production Manager and Stock told him he was promoted to the position, but Stock did not pay Schley for the promotion. Stock has denied all allegations of race discrimination against Schley set forth in the EEOC Complaint and has denied violating Title VII.

The EEOC and Stock desire to resolve this action and all claims raised by the EEOC Complaint without the time and expenditure of contested litigation. The Parties agree that this

Decree shall not constitute an adjudication or finding on the merits of this case. The Parties further agree that this Decree shall not constitute an admission by Stock of liability or wrongdoing. The Parties also desire to express a plan to be embodied in this Decree which will promote and effectuate the purposes of Title VII.

The Parties agree that this Decree resolves any and all claims against Stock alleged in EEOC Charge Number 15L-A3-00047 and the Complaint filed in this action. This Decree is final and binding upon the Parties, their successors and assigns. 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 referred to in this paragraph.

The Court has examined this Decree and finds that it is reasonable and just and in accordance with the Federal Rules of Civil Procedure and Title VII. Therefore, upon due consideration of the record herein and being fully advised of the premises, it is hereby **ORDERED, ADJUDGED, and DECREED:**

JURISDICTION

1. This Court has jurisdiction of the subject matter of this action and over the Parties for the purposes of entering and enforcing this Decree.
2. No party shall contest jurisdiction of this federal court to enforce this Decree, its terms, or the right of the Parties to seek enforcement of the Decree in the event either party breaches any of the terms of this Decree.

DISCHARGE AND SATISFACTION OF CLAIMS

3. This Decree constitutes a full discharge and satisfaction of any and all claims that have been alleged in the Complaint filed by the EEOC in this Title VII action and arising out of the administrative charge filed by Schley (EEOC Charge Number 15L-A3-00047).

GENERAL PROVISIONS PROHIBITING DISCRIMINATION

4. Stock, its officers, agents, successors, assigns, and managers state that they do not and shall not discriminate against employees in their terms and conditions of employment because of their race in violation of Title VII of the Civil Rights Act of 1964, as amended.

5. Stock, its officers, agents, successors, assigns, and managers state that they do not and shall not engage in conduct in violation of Title VII which adversely affects the terms and conditions of any employees' employment because such employee has (i) filed a charge of race discrimination with the EEOC alleging that Stock has violated Title VII, (ii) cooperated with the EEOC in the investigation and/or prosecution of any charge of race discrimination against Stock alleging a violation of Title VII or (iii) has offered testimony or information in the above-styled litigation which resulted in this Decree.

6. Stock has an established written policy of compliance with Title VII. The agreements set forth in paragraphs 4 and 5 are also made pursuant to Stock's written policy. A complete copy of this policy is, and will continue to be, distributed to all current employees within 10 days of employment with Stock.

7. Stock states that it does and shall take prompt and appropriate action in response to any complaint made by an employee who believes, in good faith, that he or she has been subjected to race discrimination in violation of Title VII.

TRAINING

8. Stock agrees that it will provide training to the managers and supervisors at its Fort Myers facility located at 3601 Work Drive, Fort Myers, Florida 33916 (hereinafter the "Fort Myers Facility"), regarding compliance with Title VII of the Civil Rights Act of 1964, as amended, including recognizing racial discrimination and the proper procedure to be followed if they become aware of racial discrimination in the workplace and/or if they receive a complaint of such discrimination. Stock agrees to provide such training within six months of the effective date of this Decree. New management employees shall receive such training within 90 days of hire or promotion, preferably during their initial orientation as new management employees. A registry of attendance identifying the contents, date, location and duration of the training, and the names and job titles of attendees shall be retained by Stock for the duration of the Decree.

9. Stock agrees to provide the EEOC with a summary of the information and materials it will use to conduct the training session, with the name of the person and/or persons who are scheduled to conduct the training, with the date and location of the training, the description of the training materials to be used at the training session, and the names and job titles of the managers or supervisors who are scheduled to be in attendance at the training.

POSTING

10. Stock agrees to post within 10 days from the Court's execution of this Decree a copy of the Notice in the form and size attached hereto as Exhibit A. The notice shall be posted at the Fort Myers Facility for the duration of this Decree in a conspicuous location accessible to all employees (i.e., employee bulletin board or lunch room).

REPORTING

11. Stock agrees to retain any records relating to any complaint and investigation of race discrimination at the Fort Myers Facility for the duration of this Decree and as required by federal law. Stock further agrees to provide to EEOC any documentation associated with any complaint and investigation of race discrimination at the Fort Myers Facility. The documentation shall set forth any allegations of race discrimination made during the previous 6 months and shall include what the allegation was and what action Stock took in response to the complaint.

12. Within 30 days after the entry of this Decree, Stock agrees to submit a report to EEOC confirming the posting of the Notice referenced in paragraph 9. Stock agrees to provide EEOC with a report containing a summary of the information regarding the provisions of paragraphs 8 and 9 within 60 days of any scheduled training. Stock agrees to provide a report including the information described in paragraph 11 on each of the following dates: (a) July 30, 2007; (b) November 30, 2007; and (c) March 30, 2008.

MONETARY RELIEF

13. Within 15 business days of the Court's entry of this Decree, Stock shall issue a check payable to Louis Schley in the amount of \$60,000.

- a. \$53,000 shall be representative of lost wages, less amounts required to be withheld for federal, state, and local income taxes. Stock will also issue an IRS form W-2 to Schley for this amount and shall be responsible for the payment of the employer's share of any federal, state and local income taxes, and social security withholdings.
- b. \$7,000 shall be representative of compensatory damages. Stock will also issue an IRS form 1099 to Schley for this amount.

Within five (5) business days of the Court's entry of this Decree, Schley shall execute a release agreement, attached hereto as Exhibit B. Stock will subsequently issue to Schley the payment set forth in Paragraph 12(a) and 12(b) by Certified Mail at the following address: 2461 Aztec Drive, Fort Myers, Florida 33916. Upon Stock's receipt of the release agreement executed by Schley, Stock shall deliver the payment and IRS forms set forth in Paragraph 12(a) and 12(b) to Schley. Copies of the payments and IRS forms shall be provided to Maria Kate Boehringer, Trial Attorney, U.S. Equal Employment Opportunity Commission, One Biscayne Tower, 2 S. Biscayne Blvd., Ste. 2700, Miami, FL 33131.

SCOPE AND ENFORCEMENT OF DECREE

14. This Decree shall remain in effect until September 30, 2008. This Decree applies only to Stock's facility located at 3601 Work Drive, Fort Myers, Florida 33916.

15. The parties shall execute and file a Joint Stipulation for Entry of the Consent Decree.

MISCELLANEOUS

16. Each Party shall bear its own costs and attorneys' fees incurred in this litigation.

17. Nothing in this Consent Decree shall operate as a waiver of Stock's right to the relief set forth in the Court's Order dated September 12, 2006.

SO ORDERED, ADJUDGED AND DECREED, this 19th day of March 2007.

/s/ Paul A. Magnuson
Paul A. Magnuson
United States District Court Judge

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

By: /s/ Nora E. Curtin
Nora E. Curtin
Regional Attorney

Date: March 18, 2007

Maria Kate Boehringer
Trial Attorney
U.S. Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower, Suite 2700
2 South Biscayne Boulevard
Miami, Florida 33131
Telephone: (305) 808-1789
Facsimile: (305) 808-1835

**AGREED TO:
FOR THE CHARGING PARTY,
LOUIS SCHLEY**

By: /s/ Louis Schley
Louis Schley
2461 Aztec Drive
Fort Myers, Florida 33916

Date: March 18, 2007

**AGREED TO:
FOR THE DEFENDANT,
STOCK BUILDING SUPPLY, INC.**

By: /s/ A. Todd Brown
A. Todd Brown, Esq.
HUNTON & WILLIAMS LLP
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Date: March 18, 2007