

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

U.S. EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION NO.
)	8:05-cv-1814-T-24EAJ
CNC DEVELOPMENTS, INC., D/B/A)	
CNC INVESTMENTS, LTD.)	
)	
Defendant.)	
)	

CONSENT DECREE

1. This Consent Decree is entered into by and between Plaintiff, the Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC"), and Defendants, CNC Development, Inc. and CNC Investments, Inc. (hereinafter referred to as "Defendants" or "CNC Investments"). The Commission, CNC Development, Inc. and CNC Investments, Inc. are collectively referred to as the "Parties".

2. The Commission filed this action on September 29, 2005, under Title VII of the Civil Rights Act of 1964 ("Title VII") and Title I of the Civil Rights Act of 1991 to correct alleged unlawful employment practices on the basis of race, and to provide appropriate relief to Michelle Calos, who EEOC alleges was adversely affected by such practices. More specifically, in its Complaint, the Commission alleged that Defendants terminated Michelle Calos, White, because she had an intimate relationship with a Black male.

3. Defendants deny all the allegations set forth in Pinellas county charge number 0510-0065, EEOC charge number 15H-A5-00006 and civil action number 8:05-cv-1814-T-24EAJ.

4. In the interest of resolving this matter, to avoid the costs 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 upon the Parties, their successors and assigns.

5. The parties agree that this Decree resolves all the claims against Defendant alleged in Pinellas county charge number 0510-0065, EEOC charge number 15H-A5-00006 and civil action number 8:05-cv-1814-T-24EAJ. The Parties further agree that this Decree does not resolve any future or pending charges of discrimination with the EEOC other than the charges 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:

JURISDICTION

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.

7. No party shall contest the jurisdiction of this federal Court to enforce this Decree and its terms or the right of the EEOC to bring an enforcement suit upon breach of any terms of this Decree.

GENERAL PROVISIONS AND INJUNCTIVE RELIEF

8. Defendants, their officers, managers, employees, agents, partners and assigns, are enjoined from engaging in any conduct which violates Title VII by adversely affecting the terms and conditions of any individual's employment because of their race.

9. Defendants, their officers, managers, employees, agents, partners and assigns, shall not discriminate against any individual who opposes any of Defendants' practices which the employee in good faith believes to be unlawful employment discrimination, who files a charge of discrimination with the EEOC alleging violations of the statutes the Commission enforces; who cooperates with the EEOC in investigation and /or prosecution of any charge of discrimination; or who cooperated in the investigation or who offered testimony or information in the above styled litigation which resulted in this Consent Decree.

DEVELOPMENT OF POLICIES AND TRAINING

10. Defendants have established a written policy against race discrimination and harassment. A complete copy of Defendants' policy will be distributed to all its current employees by April 30, 2007. Defendants further agree that all new employees will be provided a copy of the policy within one week of employment.

11. In order to further ensure the effective implementation of Defendants' anti-discrimination policies, Defendants will conduct an at least two (2) hour annual training throughout the duration of this Decree for all of its employees, managers and supervisory personnel at certain locations¹ with specific emphasis on recognizing race discrimination and acts that constitute unlawful harassment and discrimination because of race and the proper procedure to be followed if they become aware of race discrimination in the workplace and/or if they receive a complaint of such discrimination. The training will be conducted by Nancy Lee, Resources Director or the Director or Manager of Human Resources.

¹ Chaparral, The Falls, Regency Apartments, Rivergarden Apartments, Waldenlakewood Apartments.

12. Defendants agree that the training described in paragraph 11 shall be conducted by May 30, 2007, and should thereafter take place by December 30th annually for the duration of this Decree. Defendants further agree that the training described in paragraph 11 shall be given to all new managers and supervisors who did not attend the annual training within sixty (60) days of being placed in a management or supervisory position.

POSTING

13. Defendants shall post a laminated 11X17 size copy of the notice attached hereto as Exhibit A within 15 days of the entry of this Decree at The Falls and Chaparral Apartments. Said notice shall be posted in a conspicuous location accessible to all employees. (i.e. break room, employee bulletin board, cafeteria, above water fountains, etc). This notice is to remain posted for the duration of this Decree.

REPORTING AND MONITORING

14. Defendants will retain all employment records relating in any way to any complaint of race discrimination received with respect to Defendants' facilities in Florida for the duration of this Decree and as required by federal law.

15. For the duration of this Decree, Defendants will provide the EEOC with the name, last known address and last known phone number of any person employed at The Falls or Chaparral Apartments who complains that he or she has been subjected to race discrimination during the preceding six (6) months. Defendants will also state their actions taken in response to each such allegation. The first report shall be submitted no later than July 30, 2007, and each report thereafter shall be produced by December 25, and July 30 throughout the duration of this Decree.

16. Defendants will certify to the EEOC every six (6) months throughout the duration of

this Decree that they are in compliance with all aspects of this Decree. In each certification, the Defendants will provide the EEOC with the date(s) and location(s), the identification of the training materials used, and the name and job title of the employees who attended the training(s) conducted pursuant to paragraph 11 above. The first such certification will be due no later than July 30, 2007, and thereafter by December 25th and July 30th throughout the duration of this Decree. All reports and documents required to be delivered by Defendants to the EEOC pursuant to this Decree shall be mailed with the notation: CNC INVESTMENTS, INC. MONITORING to: United States Equal Employment Opportunity Commission, Attention: Office of the Regional Attorney, 1 Biscayne Tower Building Suite 2700, 2 South Biscayne Blvd, Miami, FL 33131

MONETARY RELIEF

17. Defendants shall pay a lump sum in the amount of \$27,500.00 dollars (twenty-seven thousand five-hundred) in resolution of this litigation within twenty (20) calendar days from the Court's execution of this Decree. The monies shall be distributed as set forth in Exhibit B. All payments referenced in Exhibit B shall issue within twenty (20) calendar days from the Court's execution of this Decree.

18. If Defendants fail to tender the above-mentioned payments, the Defendants shall pay interest on the defaulted payment at the rate calculated pursuant to 26 U.S.C. § 6621(b) until the same is paid; and bear any additional costs incurred by EEOC caused by non-compliance or delay of the Defendants.

ENFORCEMENT

19. The Commission shall have independent authority to seek judicial enforcement of each aspect, term, provision and attachment of this Decree. The Commission will take whatever

measures it deems appropriate to effectuate the enforcement of the terms of this Decree.

COSTS

20. Each party shall bear its own costs and attorneys' fees associated with this litigation.

DURATION OF CONSENT DECREE

21. The duration of this Decree shall be two (2) years from the date of entry of the Decree.

SO ORDERED ADJUDGED AND DECREED, this 30^R day of March 2007.


SUSAM BUCKLEW
UNITED STATES DISTRICT JUDGE


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

by: s/ Nora E. Curtin Date: March 29, 2007
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) 530-6001
Facsimile: (305) 536-4494
Email: nora.curtin@eeoc.gov

AGREED TO:
FOR THE DEFENDANTS
CNC DEVELOPMENT, INC.; CNC INVESTMENTS, INC.

by: s/ Liquita Lewis Thompson Date: March 29, 2007
Baker & McKenzie, LLP

Pennzoil Place, South Tower
711 Louisiana, Suite 3400
Houston, TX 77002-2746
Telephone: (813) 427-5000
Facsimile: (813) 427-5099
Email: liquita.l.thompson@bakernet.com



Cynthia Brooks-Cappi
Regional Vice President
CNC Investments Inc.

Date: 3-29-07

EXHIBIT A

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

This notice is being posted pursuant to a Consent Decree entered by the Court in EEOC v. CNC Developments, Inc. d/b/a CNC Investments, Inc. Civil Action No. 8:05-cv-1814-T-24EAJ. Title VII protects individuals from employment discrimination because of their race religion, color, national origin, or sex. Title VII also protects individuals from retaliation for having complained of an unlawful employment practice. CNC Investments, Inc. will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws, including, but not limited to, race discrimination.

Furthermore, CNC Investments, Inc. supports Title VII and will not take any retaliatory 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, based upon the circumstances involved, shall be taken against any employee (including management personnel) found to have violated CNC Investments, Inc.'s policies prohibiting discrimination.

This notice shall remain posted for two (2) years. 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 29 day of March, 2007.



Regional Vice-President
CNC Investments, Inc.

DO NOT REMOVE BEFORE March 29, 2009.

EXHIBIT B

1. Defendants shall pay a lump sum in the amount of \$27,500.00. dollars in resolution of this litigation which shall be representative of lost wages for Ms. Michelle Calos, less amounts required to be withheld for federal, state, and local income taxes. Defendants shall be responsible for the payment of the employer's share of any federal, state and local income taxes, and social security withholdings. Defendants shall issue an IRS form W-2 itemizing same.
2. The payment to Michelle Calos referenced above shall be made by check in her individual name and forwarded to her by certified mail with a return receipt requested to an address to be provided by EEOC. A copy of the check mailed to Ms. Calos shall be forwarded to the attention of Carla Von Greiff, Senior Trial Attorney, U.S. Equal Employment Opportunity Commission, 501 East Polk Street, Suite 1000, Tampa, Florida 33611.