

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

02 SEP 30 PM 1:08

COURT
OF FLORIDA
TAMPA, FLORIDA

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
and)
)
ANTONIO ANGLIN,)
)
Plaintiff/Intervenor,)
)
vs.)
)
ENTERPRISE LEASING COMPANY)
)
Defendant.)
_____)

CASE NO.8:00-CV-2012-T-24EAJ

CONSENT DECREE

1. This Consent Decree ("Decree") is made and entered into by and between Plaintiff, the Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC"), Plaintiff-Intervenor, Antonio D. Anglin (hereinafter referred to as "Plaintiff-Intervenor" or "Anglin") and Defendant, Enterprise Leasing Co. (hereinafter referred to as "Defendant" or "Enterprise"). The Commission, Anglin and Enterprise are collectively referred to herein as "the Parties."

2. On September 28, 2001, EEOC initiated this action by filing its Complaint against Enterprise. EEOC's Complaint alleged that Enterprise violated 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, by subjecting Anglin to disparate treatment by management officials when Enterprise failed to consistently promote him from his entry-level position of Management Trainee to higher level

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management positions because of his race, Black. Anglin intervened in this action and brought claims of race discrimination and constructive discharge under Title VII, as well as under 42 U.S.C. §1981 and the Florida Civil Rights Act of 1992, Section 760.01 *et. seq.*, Fla. Stat. (1997) (“FCRA”).

3. 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 dismissed by the Court and finally resolved by the entry of this Decree. This Decree is final and binding on the Parties, their successors and assigns.

4. The Parties agree that this Decree resolves all claims against Enterprise alleged in EEOC Charge Number 151 97 0960 and the Complaints 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 referred to in this paragraph.

5. Since the parties have entered into this Decree to avoid the substantial cost, risk and inconvenience of litigation, it is further understood that Enterprise denies that it has acted wrongfully towards Anglin, and execution of this Decree does not constitute an admission by Enterprise that it violated Title VII.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this 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 jurisdiction of this federal court to enforce this Decree and its terms or the right of the EEOC to seek enforcement of the Decree in the event of Defendant's noncompliance with any of the terms of this Decree.

8. For purposes of this Decree, "Enterprise" will be defined as Group 42 of Enterprise Leasing Company (a Florida corporation), and the scope of relief herein will be limited to that entity.

GENERAL INJUNCTIVE PROVISIONS

9. Enterprise, its officers, managers, employees and agents are hereby enjoined from discriminating against employees regarding promotion decisions because of their race in violation of Title VII of the Civil Rights Act of 1964, as amended.

TRAINING

10. Enterprise has established a written policy of compliance with Title VII which is attached hereto as Exhibit A. A complete copy of this policy will be distributed to all of Enterprise's current employees at all of its facilities in Group 42 by September 30, 2002.

11. In order to further ensure the effective implementation of Defendant Enterprise's anti-discrimination policies, Enterprise will conduct annual training throughout the duration of this Decree for all of its managers and supervisory personnel at its facilities in Group 42, with specific emphasis on race-neutral promotion practices. Defendant agrees to provide the EEOC with at least two (2) weeks notice before it conducts its training session(s), with the date(s) and location(s) of the training and the identification of the training materials to be used at the training session. The name

and job title of the employees who attended the training will be provided to the EEOC within thirty (30) days of the training session. Such training will be at least four (4) hours in length, and will be conducted by a person selected by Enterprise who is qualified to undertake the training.

12. Defendant agrees that the training described in paragraph 11 shall be conducted within sixty (60) days of the entry of this Decree, and, should thereafter take place by September 30th annually for the duration of this Decree. Defendant further agrees that the training described in paragraph 11 shall be given to all new managers and supervisors who did not attend the annual training, no later than the next scheduled training program.

POSTING

13. Enterprise will post within seven (7) days from the Court's execution of this Decree a laminated 11" x 14" sized copy of the Notice attached hereto as Exhibit B. Said notice shall be posted at all of Enterprise's facilities within Group 42 for the duration of this Decree in conspicuous locations accessible to all employees (i.e. employee bulletin board or lunch room).

MONITORING

14. Enterprise will retain all employment records relating in any way to any complaint, allegation and investigation of race discrimination at any of Enterprise's facilities in Group 42 for the duration of this Decree and as required by federal law.

15. Enterprise will provide the EEOC with the name, address and phone number of any person who alleges to a Branch Manager, Area Manager, Group Rental Manager, the Group/Region Human Resources Department and/or the Corporate Human Resources Department that he/she has been subjected to racial discrimination with respect to promotions while working at any of Enterprise's facilities in Group 42. Enterprise will also state its actions taken in response to each such allegation. The first report shall be submitted within six (6) months of entry of this Decree.

Thereafter, Enterprise shall produce said reports to the EEOC every six (6) months throughout the duration of this Decree. Enterprise will provide, upon request by the Commission, any and all documentation associated with each such complaint.

16. Enterprise 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 September 30, 2002, and thereafter by September 30th, and March 31st annually.

MONETARY RELIEF

17. Enterprise shall pay a lump sum in the amount of ONE HUNDRED FOUR THOUSAND NINE HUNDRED DOLLARS (\$104,900.00) in resolution of this litigation. The sum of \$99,900.00 shall be representative of compensatory damages, and the sum of \$5,000.00 shall be representative of costs incurred by Anglin in this action. Enterprise will also issue an I.R.S. form 1099 to Anglin substantiating the payment(s) made by Defendant to Plaintiff-Intervenor. All payments shall issue within thirty (30) calendar days from the Court's entry of this Decree, by certified mail, to Antonio Anglin at the following address: 4920 Smith Ryals Road, Plant City, FL 33567. Copies of drafts shall be forwarded to the attention of M. Teresa Rodriguez, Senior Trial Attorney, U.S. Equal Employment Opportunity Commission, One Biscayne Tower, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131.

18. If Enterprise fails to tender the above-mentioned payments as set forth in paragraph 17 above, then Enterprise 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.

19. Attorney's fees shall either be resolved or litigated by counsel for Plaintiff-Intervenor and counsel for Defendant. The parties agree that the Court will retain jurisdiction in order to address the issue of attorney's fees for Anglin's attorney. In this regard, Enterprise agrees that Anglin is a "prevailing party" for purposes of the award of attorney's fees. Should counsel for Defendant and counsel for Anglin be unable to agree upon an appropriate attorney's fee award following good faith negotiations, a petition for award of attorney's fees, with appropriate factual and legal support, including time entries for all time for which recompense is sought, must be filed and served no later than thirty (30) days from the date of entry of this Decree. Enterprise shall then have thirty (30) days within which to file and serve its response to the attorney's fee petition.

ENFORCEMENT OF DECREE

20. The Commission shall have independent authority to seek the judicial enforcement of any aspect, term or provision of this Decree.

21. The Court will take whatever measures necessary to effectuate the terms of this Decree.

COSTS

22. Other than the costs referenced in paragraph 17 above, each Party shall bear its own costs associated with this litigation.

DURATION OF CONSENT DECREE

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

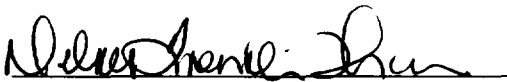
SO ORDERED, ADJUDGED AND DECREED, this 30th day of September, 2002.

Susan C. Bucklew
SUSAN C. BUCKLEW
UNITED STATES DISTRICT JUDGE

02 SEP 30 PM 1:09
U.S. DISTRICT COURT
TALLAHASSEE, FLORIDA

FILED

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
Telephone: (305) 530-6001
Facsimile: (305) 536-4494

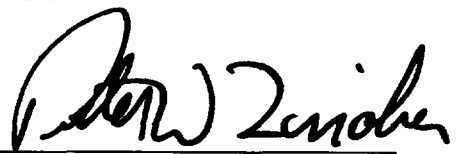
Date: 9/13/02

AGREED TO:
FOR THE PLAINTIFF-INTERVENOR
ANTONIO D. ANGLIN

by: 
Mitchell D. Franks, Esquire
GRAY, HARRIS & ROBINSON, P.A.
One Lake Morton Drive
Lakeland, Florida 33802-0003
Telephone: (863) 284-2200
Facsimile: (863) 688-9771

Date: 16 September 2002

AGREED TO:
FOR THE DEFENDANT
ENTERPRISE

by: 
Peter W. Zinober, Esquire
ZINOBER & MCCREA, P.A.
201 E. Kennedy Boulevard; Suite 800,
Tampa, Florida, 33602
Telephone: (813) 224-9004
Facsimile: (813) 223-4881

Date: Sept. 23, 2002

EXHIBIT A

Enterprise is an equal opportunity employer and does not discriminate on any basis as defined by applicable federal, state and local laws. The company maintains its nondiscriminatory policies in compliance with not only the letter but the spirit of these laws. Upon hire, each employee will sign the acknowledgment page of the Enterprise Personnel Policies and Benefits Summary to acknowledge all such policies including, without limitation, the foregoing policy concerning Equal Opportunity Employer policy.

All employees are expected and required to accomplish their work in a businesslike manner with concern for the well-being of their co-workers. Any harassment of employees and/or retaliation against employees complaining of harassment by fellow employees is prohibited, regardless of working relationship. Similarly, harassment of employees by customers, vendors or referral sources will not be tolerated. Specifically forbidden is harassment of a sexual, racial, ethnic, age, or religious nature or any other factor prohibited by applicable law.

Any employee who feels that he or she is a victim of discrimination or harassment by any manager, management official, employee, customer or client of Enterprise shall bring the matter to the immediate attention of his or her manager. An employee who is uncomfortable for any reason in bringing such a matter to the attention of this individual, or who is not satisfied that doing so will resolve or has resolved the matter, shall report the matter to the next level of management, the Group/Region Human Resources Department, or the Corporate Human Resources by phone or letter. Any questions about this policy or potential discrimination or harassment shall also be brought to the attention of the same persons.

EXHIBIT B

**NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND
ENTERPRISE**

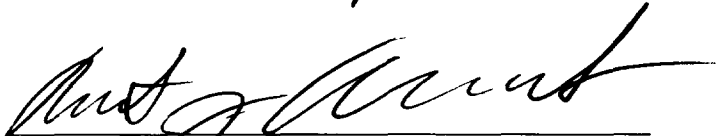
This notice is being posted pursuant to a Consent Decree entered by the Court in EEOC vs. Enterprise Leasing Co., CASE NO.8:00-CV-2012-T-24EAJ. Enterprise Leasing Company of Florida, Group 42, has agreed that it will not discriminate against employees by denying them promotions on the basis of race in 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, or sex. Enterprise will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws.

Furthermore, Enterprise 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 24 day of September, 2002.



ROBERT J. ALBRECHT
VICE PRESIDENT/GENERAL MANAGER
ENTERPRISE LEASING COMPANY


DO NOT REMOVE BEFORE 9-24-2005.

Date Printed: 09/30/2002

Notice sent to:

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

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

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

— Michael J. Farrell, Esq.
Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower
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— C. Gregory Stewart, Esq.
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— Peter W. Zinober, Esq.
Zinober & McCrea, P.A.
201 E. Kennedy Blvd., Suite 800
Tampa, FL 33602

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

— Mitchell Dean Franks, Esq.
Gray, Harris, Robinson, Lane, Trohn
1 Lake Morton Dr.
P.O. Box 3
Lakeland, FL 33802-0003

— Neil A. Roddenbery, Esq.

Gray, Hari, Robinson, Lane, Trohn

1 Lake Morton Dr.

P.O. Box 3

Lakeland, FL 33802-0003