

FILED

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

2002 MAR 14 PM 2:05

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

VICTORIA BRIGGS and RESA GASTON

Intevenors,

CIVIL ACTION NO. 2:00-CV-409-~~9~~DM-29DNF

FILED
2002 MAR 14 PM 3:31
CLEMSON DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FT MYERS DIVISION

v.

KRONBERG BAGEL COMPANY d/b/a
BAKIN' BAGELS

Defendant.

CONSENT DECREE

1. This Consent Decree (the "Decree") is made and entered into by and between the United States Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC"), and Plaintiff-Intervenors, Victoria Briggs and Resa Gaston (hereinafter referred to as "Intervenors" and Defendant, Kronberg Bagel Company d/b/a Bakin' Bagels, (hereinafter referred to as "Bakin' Bagels"). The Commission, Intervenors and Bakin' Bagels are collectively referred to herein as "the Parties."

2. On September 28, 2000, EEOC filed this action against Bakin' Bagels and alleged that Bakin' Bagels 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"). The EEOC's complaint alleged that Bakin' Bagels subjected three female individuals, Victoria Briggs, Resa Gaston and Jackie Speaker, and other similarly situated females to sexual

SCANNED

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harassment in violation of Title VII.

3. In November, 2000, Intervenors filed a complaint under Title VII , and the Florida Civil Rights Act (hereinafter referred to as“ FCRA”) and subsequently filed an Amended Complaint in April 2001, which asserted that they had been sexually harassed in violation of these statutes.

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 dismissed by the Court and 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 and releases all claims against Bakin’ Bagels alleged in EEOC Charge Numbers 15L AO 0010, 15L AO 0011 and 15L AO 0017 and the Complaints filed in this action by the EEOC and Intervenors. The Parties further agree that this Decree does not resolve any Charges of Discrimination that may be pending 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 jurisdiction of this federal court to enforce this Decree and its terms or the right of the EEOC to seek the Court’s enforcement of this Decree in the event of Defendant’s noncompliance with any of the terms of this Decree.

GENERAL INJUNCTIVE PROVISIONS

8. Bakin' Bagels represents that although it was operating as a Florida corporation engaged in an industry affecting commerce within the meaning of Sections 701(b), (g) and (h) of Title VII, 42 U.S.C. §§ 2000e(b), (g) and (h), doing business in the State of Florida, in the City of Cape Coral, and maintaining at least 15 employees at all relevant times, it ceased its business operations on November 18, 2001.

9. Bakin' Bagels agrees that it will advise the EEOC if it again commences any business operation at its Cape Coral, Florida, address or at any other location throughout the duration of this Decree. Such notification will be given within one month of the reopening of business operations.

10. Bakin' Bagels its officers, managers, and agents, agree that they 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 because of that individual's sex.

TRAINING ON ANTI-DISCRIMINATION LAWS

11. If and when Bakin' Bagels reopens, it agrees to conduct annual training for all of its officers, managers, and human resource personnel for the duration of this Decree. The first annual training shall occur within two months after the commencement of business operations. These training sessions will focus on the requirements of Title VII as they relate to sexual harassment. These training sessions shall last for at least three hours in length. The Defendant also agrees to provide the EEOC at least two weeks notice before it conducts each training session and provide the EEOC with copies of all training materials. The Defendant agrees that the EEOC may attend the training sessions. The Defendant agrees that within 30 days after each training session, it will provide the EEOC with a list that sets forth the date of the training, subjects discussed and the names and job titles of the individuals who attended the training.

POSTING

12. If and when Bakin' Bagels reopens it will post simultaneous with its reopening an 11" x 17" size copy of the Notice attached hereto as Exhibit A. Said notice shall be posted at all Bakin' Bagels facilities for the duration of this Decree in conspicuous locations accessible to all employees.

MONETARY RELIEF

13. Bakin' Bagels hereby agrees to pay a total of forty-five thousand dollars, (\$45,000.00) to resolve this litigation. The \$45,000.00 will be disbursed as set forth in Exhibit B.

14. The monies paid to Victoria Briggs, Resa Gaston and Jackie Speaker represent loss wages and compensatory damages. The Defendant shall issue forms 1099 and W-2 itemizing same, and shall be responsible for the payment of the employer's share of social security withholdings for each Claimant.

15. Within ten (10) working days after the entry of the Court's Order the Defendant will mail Victoria Briggs' and Resa Gaston's, checks and relevant tax forms, via certified mail return receipt, to The Law Office of Kendra Presswood, 1806 Manatee Avenue West, Bradenton, Florida., 34205. Concurrent with the mailing of the checks and tax forms, the Defendant agrees to provide the EEOC with a copy of same.

16. Within ten (10) working days after the entry of the Court's Order the Defendant will mail Jackie Speaker's check and relevant tax forms, via certified mail return receipt, to Jackie Speaker, 7400 Constitution Circle, Unit #108, Ft. Myers, Florida, 33912. Concurrent with the mailing of the check and tax form, the Defendant agrees to provide the EEOC with a copy of same.

17. Within ten (10) working days after the entry of the Court's Order the Defendant will mail a check for attorney's fees, via certified mail return receipt, to Kendra Presswood, at 1806 Manatee Avenue West, Bradenton, Florida., 34205. Concurrent with the mailing of the check, the

Defendant agrees to provide the EEOC with a copy of same.

18. If Bakin' Bagels fails to tender the above-mentioned payments, the Defendant shall:(1) 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.

ENFORCEMENT OF DECREE


19. The Commission shall have independent authority to seek judicial enforcement of each aspect, term or provision of this Decree.

20. This Decree shall remain in effect for four (4) years from the date of the Court's execution of the Decree. Upon expiration of this period, the Decree will expire.

COSTS

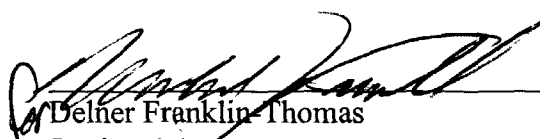
21. Each Party shall bear its own costs associated with this litigation.

DONE AND ORDERED, in Chambers this 14TH day of March, 2002.



KEVIN THOMAS DUFFEL
UNITED STATES DISTRICT JUDGE

**AGREED
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

Date: 3/12/02

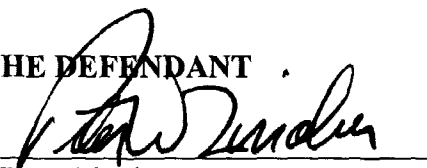
2 South Biscayne Boulevard
Miami, Florida 33131

FOR INTERVENORS

by: 
Kendra D. Presswood, Esq.
1806 Manatee Avenue West
Bradenton, Florida. 34205

Date: 3/12/02

FOR THE DEFENDANT

by: 
Peter Zinober, Esq
c/o Zinober & McCrea, P.A.
201 E. Kennedy Blvd., Suite 800
Tampa, Florida 33602

Date: 3/11/2002

EXHIBIT A

NOTICE

**POSTED PURSUANT TO A DECREE OF
THE UNITED STATES DISTRICT COURT FOR THE
MIDDLE DISTRICT OF FLORIDA, FT. MYERS DIVISION
In the Action of**

**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND VICTORIA BRIGGS
AND RESA GASTON v. KRONBERG BAGEL COMPANY d/b/a BAKIN' BAGELS**

This notice is being posted pursuant to a Consent Decree entered by the Court in EEOC and Victoria Briggs and Resa Gaston v. Kronberg Bagel Company d/b/a Bakin' Bagels, Civil Action No 2:00-CV-409-FtM-29D. Bakin' Bagels 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 in all aspects of their employment, because of their race, religion, color, national origin, or sex.

Bakin' Bagels, Inc. 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.

This notice shall remain posted until May 1, 2006. 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, (305) 530-6001.

Signed this ____ day of _____, 2002.

PRESIDENT/CEO, Kronberg Bagel Company

EXHIBIT B

CLAIMANT DISBURSEMENT

**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND VICTORIA BRIGGS
AND RESA GASTON v. KRONBERG BAGEL COMPANY d/b/a BAKIN' BAGELS**

1. Victoria Briggs shall be paid the sum of \$1,000.00, for back wages.
Victoria Briggs shall be paid the sum of \$10,667.54, for compensatory damages.
2. Resa Gaston shall be paid the sum of \$1,000.00, for back wages.
Resa Gaston shall be paid the sum of \$7,983.10, for compensatory damages.
3. Jackie Speaker shall be paid the sum of \$1,000.00, for back wages.
Jackie Speaker shall be paid the sum of \$6,500.00, for compensatory damages.

ATTORNEY FEE DISBURSEMENT

**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND VICTORIA BRIGGS
AND RESA GASTON v. KRONBERG BAGEL COMPANY d/b/a BAKIN' BAGELS**

1. Kendra Presswood Esq. shall be paid the total gross sum of 16,849.36, of which \$9,582.46, are paid for services to Victoria Briggs and \$7,266.90, for services to Resa Gaston.

Date Printed: 03/15/2002

Notice sent to:

- Peter W. Zinober, Esq.
Zinober & McCrea, P.A.
201 E. Kennedy Blvd., Suite 800
Tampa, FL 33602
- Michael S. Moyles, Esq.
Zinober & McCrea, P.A.
201 E. Kennedy Blvd., Suite 800
Tampa, FL 33602
- C. Gregory Stewart, 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
2 S. Biscayne Blvd., Suite 2700
Miami, FL 33131
- Delner Franklin-Thomas, Esq.
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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
- Pamela Pride-Chavies, Esq.
Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower
2 S. Biscayne Blvd., Suite 2700
Miami, FL 33131
- Kendra D. Presswood, Esq.
Law Office of Kendra D. Presswood
1806 Manatee Ave. W.
Bradenton, FL 34205