

COPY FOR JUDGE

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

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EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

Plaintiff,)

v.)

MEARS TRANSPORTATION GROUP, INC.)

and)

A-1 LIQUIDATING CORPORATION,)
f/k/a A-1 BUS LINES,)

Defendants.)

CIVIL ACTION NO.
97-4375-CIV-MOORE

MAGISTRATE JUDGE
JOHN O'SULLIVAN

**CLOSED
CIVIL
CASE**

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 Mears Transportation Group, Inc. (hereinafter referred to as "Mears"). The Commission and Mears are collectively referred to herein as "the Parties."

2. On December 23, 1997, EEOC initiated this action by filing its Complaint against Mears and A-1 Liquidating Corporation ("A-1"). EEOC's Complaint alleged that Mears and A-1 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 Complaint arose out of EEOC charges filed by Harriet Quarles

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("Quarles") against Mears.

3. On June 4, 1998, Mears filed its Answer to EEOC's Complaint, denying its actions were discriminatory in any way. The settlement of this matter does not constitute an admission of liability or wrongdoing by Mears regarding Quarles's employment with A-1 or Mears or at any other time. Mears expressly denies that it discriminated against Quarles and it does not acquiesce to nor agree with any of the allegations in the Complaint.

4. In the interests 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 claims against Mears arising out of EEOC Charge Numbers 150-93-5284 and 150-94-2044, and the Complaint filed in this action, and constitutes a complete resolution of all claims that were made by the Commission against Mears in this action or that existed against Mears 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 Charges referred to in this paragraph.

6. This Decree constitutes the complete agreement between the EEOC and Mears with respect to the matters referred to herein. No representations or inducements to compromise this action have been made, other than those recited or referenced in this Decree.

No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing, approved by all parties to this Decree and approved by the Court or ordered by the Court.

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:**

7. 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

8. Defendant Mears, its officers, managers, employees, agents and partners, are enjoined from engaging in 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 or by discharging an employee or failing to hire an applicant for employment because of the gender of that person.

9. Defendant Mears, its officers, managers, employees, agents and partners, are enjoined from discriminating against any employee or applicant for employment who opposes any of Defendant's practices which the employee believes to be a violation of the 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.

TRAINING

10. Defendant Mears has established a written policy of compliance with Title VII. A copy of Defendant Mears' Title VII compliance policy has been provided to the EEOC and Defendant Mears certifies that a complete copy of its Title VII policy has been provided to all its employees at its Miami facility.

11. In order to further insure the effective implementation of Defendant Mears's anti-discrimination policies, Mears will conduct training for all of its managers and supervisory personnel at its Miami facility on all aspects of Title VII. Such training will be at least two hours in length and be conducted by the law firm of Akerman, Senterfitt & Eidson, P.A., within six months of the entry of this Decree. Mears agrees to provide the EEOC, at least two weeks notice before it conducts its training session(s), with the date and location of the training, copies of all training materials to be used at the training session, the name of the individual(s) who will be providing the training and a list of the names and titles of each employee who will be in attendance at the training. Additionally, Mears agrees that the EEOC shall, at the EEOC's discretion, have the option to be in attendance at the training session.

POSTING

12. Defendant Mears will post within seven days from the date of entry of this Consent Decree the notice attached hereto as Exhibit A. Said notice shall be posted at Mears' Miami facility for one year in a conspicuous location accessible to all employees.

13. Defendant Mears will retain all employment records, including applications for employment, as required under federal law, for the duration of this Decree.

14. Defendant Mears will certify to the EEOC by December 24th of each year throughout the duration of this Decree, in a letter to the Miami District Office of the EEOC sent to the attention of EEOC Attorney Kelly Henderson, that it is in compliance with all aspects of this Consent Decree.

MONETARY RELIEF

15. Defendant Mears shall pay Harriet Quarles \$5,000.00 in back pay, less amounts required to be withheld for federal, state and local income taxes. Mears shall be responsible for the payment of the employer's share of any federal, state, local or social security withholding. Defendant Mears agrees to pay Harriet Quarles \$5,000.00 in compensatory damages. Mears will issue IRS forms W-2 and 1099 to Harriet Quarles as required by law. Both payments to Harriet Quarles will be made within ten business days of the Court's execution of this Decree by certified mail with a return receipt requested. Defendant Mears agrees to simultaneously provide the Miami District Office of the EEOC with a copy of these payments or checks. Said copies shall be forwarded to the attention of Kelly Henderson, EEOC Trial Attorney, U.S. Equal Employment Opportunity Commission, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131.

16. If the Defendant Mears fails to tender the above-mentioned payments as set forth in paragraph 15, then the 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.

DISPUTE RESOLUTION

18. In the event that any of the Parties to this Decree believes that a party has failed to comply with any provisions(s) of this Decree, the complaining party shall notify the alleged non-complying party in writing of such non-compliance and afford the alleged non-complaining party ten (10) business days to remedy the non-compliance or satisfy the complaining party that it has complied. If the dispute is not resolved within ten (10) business days the complaining party may apply to the Court for appropriate relief.

ENFORCEMENT OF DECREE

19. The Commission and Mears will make best efforts to effectuate the terms of this 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 it deems appropriate to effectuate the enforcement of the terms of this Decree.

COSTS


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

DURATION OF CONSENT DECREE

23. The duration of this Decree shall be one (1) year from the date of entry of the Decree. During that time, this Court shall retain jurisdiction over this matter and the Parties for purposes of enforcing compliance with the Decree, including such orders as may be required to effectuate its purposes.

24. This case is CLOSED. All motions not otherwise ruled upon are DENIED as moot.

SO ORDERED, ADJUDGED AND DECREED, this 14th day of July, 1999.


United States District Judge
K. MICHAEL MOORE

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

by: Delner Franklin Thomas Date: July 7, 1999
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

AGREED TO:
FOR THE DEFENDANTS

by: Joyce Ackerman Cox Date: July 2, 1999
KEVIN SHAUGHNESSY, ESQ.
JOYCE ACKERBAUM COX, ESQ.
Akerman, Senterfitt & Edison, P.A.
Attorneys for Defendant Mears Transportation Group, Inc.
255 South Orange Ave.
P. O. Box 231
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407-843-7860
407-843-6610 FAX

EXHIBIT "A" NOTICE
NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO AN ORDER OF THE
UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA

Mears Transportation Group, Inc., 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 in all aspects of their employment, including hiring, because of their race, religion, color, national origin, or sex.

Mears Transportation Group, 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 for one year 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, (305) 530-6001 or (305) 530-6006.

Signed this _____ day of _____, 1998.

PRESIDENT, MEARS TRANSPORTATION GROUP, INC.