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

2003 AUG 27 AM 11:21

CLERK, U.S. DISTRICT COURT
OCALA, FLORIDA

UNITED STATES EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

CIVIL ACTION NO.:
5:02-CV-169-OC-10GRJ

v.

MORGAN TIRE & AUTO, INC. d/b/a
OLSON TIRE COMPANY,

Defendant.

_____ /

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"), and Defendant, Morgan Tire & Auto, Inc., d/b/a/ Olson Tire Company (hereinafter referred to as "Defendant" or "Morgan Tire"). The Commission and Morgan Tire are collectively referred to herein as "the Parties."

2. On June 14, 2002, the EEOC initiated this action against Morgan Tire in the United States District Court for the Middle District of Florida, Ocala Division. EEOC's Complaint alleged that Morgan Tire 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 John Floridaia and other similarly situated male employees to sexual harassment in the

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form of a hostile work environment and constructive discharge. Defendant denies the allegations.

During the discovery phase of this case, the EEOC identified John Rogers as a “similarly situated individual” whom it alleges was subjected to sexual harassment in the form of a hostile work environment and constructively discharged.

3. In the interest of resolving this matter 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 on the Parties, their successors and assigns.

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

4. This Court has jurisdiction of the subject matter of this action and over the Parties for the purposes of entering and enforcing this Decree.¹

¹ The terms, conditions and obligations of this Decree are limited to the Defendant’s retail automotive facilities and its affected employees at the following locations: Eustis (Store #5031), Inverness (Store #5040), St. Petersburg (Store #5055), Ocala-West (Store #5065), Gainesville-North (Store #5067), Gainesville-South (Store #5068), Tallahassee North Monroe (Store #5070), Tallahassee West Tennessee (Store #5071), Tallahassee Capital Circle (Store #5072), Tallahassee Apalachee (Store #5073), Leesburg (Store #5082), Gainesville Main Street (Store #6051), Gainesville 13th Street (Store #6052), Gainesville University (Store #6053), Ocala-Central (Store #6054), Pensacola-Fairfield (Store #7001), Pensacola-Ensley (Store #7002), Pensacola-Davis Highway (Store #7003), Gulf Breeze (Store #7004) and Ft. Walton Beach (Store #7005).

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GENERAL INJUNCTIVE PROVISIONS

5. Defendant will not engage in conduct which violates Title VII by adversely subjecting employees to a hostile working environment because of their being of the same sex.

6. Defendant will not discriminate or retaliate against any person because of that person's giving of testimony or assistance, or participation in any investigation, proceeding or hearing in connection with this action.

TRAINING

7. Defendant has established a written sexual harassment policy which is attached hereto as Exhibit A. A complete copy of this policy shall be distributed to all its current employees within sixty (60) days from the entry date of this Decree. Defendant further agrees that all new employees will be provided a copy of the policy within one week of employment.

8. In order to further ensure the effective implementation of Defendant's anti-discrimination policies, Defendant will conduct a two (2) hour annual training session throughout the duration of this Decree for all of its store managers and its District Manager, with specific emphasis on recognizing sexual harassment and the proper procedure to be followed if they become aware of sexual harassment in the workplace and/or if they receive a complaint of such harassment. 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, the identification of the trainer and of the training materials to be used at the training session, and the name and job title of the employees scheduled to be in attendance at the training. Additionally, Defendant agrees that the EEOC may, at the EEOC's discretion, be in attendance

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at each training session(s).

9. Defendant agrees that the initial annual training described in paragraph 8 shall be conducted within sixty (60) days from the entry date of this Decree, and should thereafter take place annually in the same format for the duration of this Decree. Defendant further agrees that the training described in paragraph 8 shall be given to all new store managers and District Managers, who have not attended a prior annual training, within thirty (30) days of being hired in such position.

POSTING

10. Defendant will post, within fourteen (14) days from the Court's execution of this Decree, a laminated 8½ x 11" sized copy of the Notice attached hereto as Exhibit B at all of Defendant's facilities for the duration of this Decree in conspicuous locations accessible to all employees (i.e. employee bulletin board or lunch room).

MONITORING

11. Defendant will retain all employment records relating in any way to any complaint made to a store manager, district manager or human resource officer of sexual harassment at any of Defendant's facilities for the duration of this Decree and as required by federal law.

12. For the duration of this Decree, Morgan Tire will provide the EEOC every six (6) months from the entry date of this Decree with the name, last known address and last known phone number of any employee who has complained to his or her store manager, district manager or the Human Resources Department, that he or she has been subjected to sexual harassment while working for the Defendant during the preceding six (6) months. Morgan Tire will also

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state its actions taken in response to each such allegation. The first report shall be submitted no later than seven (7) months from the entry date of this Decree. Morgan Tire will provide upon request by the Commission (a) a copy of the complaint, or if no written complaint was filed, a statement describing the nature of the complaint; (b) a statement describing the actions taken; and (c) outcome regarding such complaint.

MONETARY RELIEF

13. Defendant shall pay a lump sum in the amount of \$7,500.00 in resolution of Mr. John Rogers's claims in this litigation. The monies shall be distributed as set forth below:

- a. \$ 1,000.00 shall be representative of lost wages for Mr. Rogers, less amounts required to be withheld for federal, state, and local income taxes. Defendant will also issue an IRS W-2, 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. \$6,500.00 shall be representative of compensatory and punitive damages for Mr. Rogers. Defendant will also issue an I.R.S. form 1099 to Mr. Rogers substantiating same.
- c. All payments referenced in paragraph 13a-b shall be made within fifteen (15) calender days from the Court's execution of this Decree, by certified mail to: Mr. John Rogers, 468 S.E. 170th Avenue, Silver Springs, Florida 34488 and Morgan shall provide the EEOC with verification of the same.

ENFORCEMENT OF DECREE

14. If Defendant fails to tender the above-mentioned payments as set forth in paragraph 13 above, then 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 of the Defendant.

15. The parties shall have independent authority to seek the judicial enforcement of any aspect, term or provision of this Decree. However, neither party shall seek such judicial enforcement unless it has first (i) given the other party a written notice of its intention to seek judicial enforcement, which notice shall specify the alleged breach for which judicial enforcement shall be sought and (ii) provided the other party at least fifteen (15) days to cure any alleged breach of any term of this Decree.

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

COSTS

17. Each Party shall bear its own costs and expenses, including attorneys' and experts' fees, associated with this litigation.

DURATION OF CONSENT DECREE

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

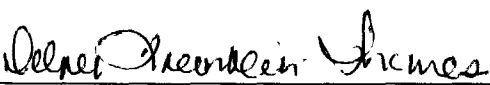
SO ORDERED, ADJUDGED AND DECREED, this 21st day of August, 2003.



WM. TERRELL HODGES
UNITED STATES DISTRICT JUDGE

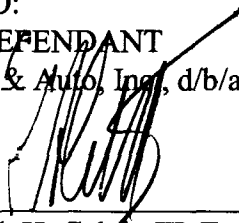
AGREED TO:

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: 8/12/03

AGREED TO:
FOR THE DEFENDANT
Morgan Tire & Auto, Inc., d/b/a Olson Tire Company

by: 
Joseph H. Calvin III, Esquire
Counsel for Defendant
GORDON, SILBERMAN, WIGGINS
& CHILDS, P.C.
1400 SouthTrust Tower
Birmingham, Alabama 35203-3204
Tel.: (205) 328-0640
Fax: (205) 254-1500

Date: 8/7/08

➤ **Harassment, Including Sexual Harassment**

We expect every person at Tires Plus to be treated with fairness, respect and dignity. Accordingly, any form of harassment related to an individual's race, color, sex, religion, marital status, national origin, citizenship status, age, or disability is a violation of this policy and will be treated as a disciplinary matter, up to and including dismissal.

For these purposes, the term harassment includes slurs, offensive remarks, jokes, graphic material, or any other offensive verbal, written or physical conduct.

Unwelcome sexual advances, requests for sexual favors and any other unwelcome and unbecoming verbal or physical conduct will not be tolerated and submission to such behavior is not a condition of employment for any Tires Plus business partner.

Sexual harassment occurs when a managerial or supervisory business partner threatens or insinuates that a business partner's refusal to submit to sexual advances will affect the business partner's employment, evaluation, pay, advancement, job responsibilities, shifts, or any other condition of employment or career development.

Sexual harassment also includes unwelcome or offensive sexual flirtation, advance, proposition, staring or touching; verbal abuse of a sexual nature; graphic verbal commentary about an individual's body; sexually degrading words used to describe someone of a particular sex; and display in the work place of sexually-suggestive objects, pictures, or documents containing sexually offensive language.

This conduct is unacceptable whether between employees or other persons with whom there is on-the-job contact, such as vendors and customers.

There are steps you can take if there is a problem concerning sexual harassment. Business partners who believe they have been subjected to sexual harassment or who believe that such behavior has occurred should inform the perpetrator (preferably at the time of the unwelcome advance) of the specific behavior that is unwelcome, and request the perpetrator to stop. If you are not comfortable with this approach, or if the problem continues, contact that person's immediate Supervisor for assistance. If the problem is caused by a person with supervisory authority, or if previous attempts have not solved the problem, you may go directly to a Divisional President or the Chief Executive Officer at any time regarding matters of sexual harassment or questions about this policy.

The company will investigate all complaints and will endeavor to handle these matters expeditiously, confidentially, and in a professional manner so as to protect the offended individual and other individuals providing relevant information. When the situation is fully understood by management, prompt and appropriate action will be taken. There will be no discrimination against anyone for stepping forward with a concern regarding any type of harassment.

If you believe you have been the victim of harassment, report it immediately to your Supervisor, Department Head, District Manager, Regional Vice President, or to the Human Resources hotline at 1-888-882-3497.

EXHIBIT B

NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND
MORGAN TIRE COMPANY d/b/a OLSON TIRE COMPANY

This notice is being posted pursuant to a Consent Decree entered by the Court in EEOC vs. Morgan Tire & Auto, Inc., d/b/a/ Olson Tire Company, Civil Action No. 5:02-CV-169-OC-10GRJ. Morgan Tire will not tolerate discrimination against employees 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, and sex. Title VII also protects individuals from retaliation for having complained of an unlawful employment practice. Morgan Tire will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws, including, but not limited to, sexual harassment.

Furthermore, Morgan Tire 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.

Employees should report instances of possible sexual harassment internally to members of Morgan Tire management or other individuals authorized to receive such complaints by Morgan Tire's anti-discrimination and anti-harassment policies. Morgan Tire has established policies and procedures to investigate promptly any such reports and to protect the employee making such report from retaliation. Employees may also file complaints alleging sexual harassment with the nearest EEOC office. More information about the EEOC is available at www.eeoc.gov or 1-800-669-4000.

Signed this ____ day of _____, 2003.

PRESIDENT, MORGAN TIRE & AUTO, INC.

DO NOT REMOVE BEFORE _____ 2006.

F I L E C O P Y

Date Printed: 08/28/2003

Notice sent to:



Gedety N. Serralta, Esq.
Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower
2 S. Biscayne Blvd., Suite 2700
Miami, FL 33131

5:02-cv-00169 lmf

— John C. Weaver, Esq.
Equal Employment Opportunity Commission
One Biscayne Tower
2 South Biscayne Blvd, Suite 2700
Miami, FL 33131

5:02-cv-00169 lmf

— Thomas H. Loffredo, Esq.
Holland & Knight
One E. Broward Blvd., Suite 1300
P.O. Box 14070
Ft. Lauderdale, FL 33302-4070

5:02-cv-00169 lmf

— Erika R. Royal, Esq.
Holland & Knight LLP
701 Brickell Ave., Suite 3000
P.O. Box 015441
Miami, FL 33131-5441

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— Joseph H. Calvin III, Esq.
Gordon, Silberman, Wiggins & Childs, P.C.
1400 Southtrust Tower
Birmingham, AL 35203

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— Pamela Bounds Olsen, Esq.
Bogin, Munns & Munns
2215 S.E. Ft. King St., Suite A
Ocala, FL 34471

5:02-cv-00169 lmf