

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

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
SATURN OF ST. PETERSBURG, INC. and)
LOKEY AUTOMOTIVE GROUP, INC.)
)
Defendants.)
)
)
_____)

CIVIL ACTION NO.
8:07-cv-00546-SDM-MSS

CONSENT DECREE

1. This Consent Decree (“Decree”) is made and entered into by and between Plaintiff, the Equal Employment Opportunity Commission (hereinafter “Commission” or “EEOC”), and Defendants Saturn of St. Petersburg, Inc. and Lokey Automotive Group, Inc. (“Defendants”). The Commission and Defendants are collectively referred to herein as “the Parties.”

2. On March 30, 2007, EEOC initiated this action by filing its Complaint based upon charges filed by Lafayette McClendon (EEOC Charge: 151-2005-03442); Damon J. Pitts (EEOC Charge: 151-2005-00897); and Nakita J. Knight (EEOC Charge: 151-2005-00893). EEOC’s Complaint alleges that Defendants violated Title VII of the Civil Rights Act of 1964, as amended, when they retaliated against Mr. McClendon, Mr. Pitts and Mr. Knight for filing charges of race discrimination against them by directing their current employer to fire them for having filed those charges. Specifically, EEOC alleges that Defendants’ General Manager, upon learning that EEOC charges had been filed against the Defendants, instructed one of the owners

of D&D Detail to get those three employees off his property immediately because they are “suing” the company.

3. 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 entry of this Decree. This Decree is final and binding upon the Parties, their successors and assigns.

4. Neither this Consent Decree nor anything contained herein shall constitute or is to be construed as an admission by the Defendants as evidence of any liability, wrongdoing, or unlawful conduct.

5. The Parties agree that this Decree resolves all claims alleged against the Defendants in EEOC Charge Numbers 151-2005-03442, 151-2005-00897, 151-2005-00893 and the Complaint filed in this action, and constitutes a complete resolution of all claims under Title VII that were made by the Commission in this action. This Decree has no effect on any other pending or future charges against Defendants.

6. 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

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.

8. 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 in the event Defendants breach any of the

terms of this Decree.

DISCRIMINATION POLICY AND TRAINING

9. Defendants will establish a written policy prohibiting unlawful retaliation in the workplace. Defendants agree that all of their employees and managers will be provided a complete copy of their policy prohibiting retaliation within thirty (30) days of the entry of this Decree. Defendants also agree that all new employees shall be given a copy of the policy against retaliation within their first week of employment with the Defendants.

10. In order to further ensure the effective implementation of Defendants' anti-retaliation policy, in addition to the anti-discrimination training already conducted, Defendants will conduct six (6) hours of training annually for all of their managers with specific emphasis on the prohibition of retaliation for engaging in protected activity under Title VII. Defendants agree to provide the EEOC, at least two weeks notice before they conduct their training session(s), with the date(s) and location(s) of the training, the identification of the training materials to be used at the training session, and a general description of the category of employees who will be in attendance at the training. The training will be conducted quarterly in one and one half hour increments by Chuck Sullivan, Esquire, and/or the law firm of McFarland, Gould, Lyons, Sullivan & Hogan, P.A., and/or the law firm of Fisher Phillips, LLP, and/or a law firm of Defendants' choice that is acceptable to EEOC. Additionally, Defendants agree that the EEOC, at the EEOC's discretion, may be in attendance at each training session(s).

11. Defendants agree that the training described in paragraph 10 shall be commenced within thirty (30) days of the entry of this Decree. And, shall take place quarterly thereafter in the same format, for the duration of this Decree. Defendants further agree that the policy and

training materials utilized for the training described in paragraph 10 shall be presented to and explained to all new managers and supervisors who did not attend the quarterly training, within thirty (30) days of being placed in a management or supervisory position.

DISCIPLINE TO OFFENDING EMPLOYEE

12. Defendants agree to issue a written warning to the General Manager of the Dealership for a violation of the Company's no retaliation policy that within fifteen (15) calendar days of the entry of this Decree. The written warning will be placed in the employee's personnel file. Defendants further agree that they will provide the EEOC with a copy of the written warning once it has been issued to the offending employee.

POSTING

13. Defendants will post a laminated 11 x 14 copy of the Notice, attached as Exhibit A, no later than April 15, 2008. The notice shall be posted at Defendants' Saturn of St. Petersburg location for the duration of this Decree in a conspicuous location accessible to all employees such as an employee bulletin board and/or break/lunch room.

MONITORING

14. Defendants will retain all employment and/or investigative records relating in any way to any complaint or allegation of retaliation for the duration of this Decree and as required under federal law.

15. Defendants will certify to the EEOC every 180 days throughout the duration of this Decree that they are in compliance with all aspects of this Decree. The first such certification will be due no later than 180 days from the date of execution of the Decree. With each certification Defendants will further provide the EEOC with the name, address, and phone

number of any person who alleges they have been retaliated against while working for Defendants during the preceding six month period. Defendants will also state the actions taken in response to each such allegation and provide any and all documentation associated with such complaint. The certifications required to be submitted to the EEOC pursuant to this Consent Decree shall be mailed with the notation SATURN OF ST. PETERSBURG to: United States Equal Employment Opportunity Commission, Attention: Office of the Regional Attorney, One Biscayne Tower, Suite 2700, 2 South Biscayne Boulevard, Miami, FL 33131.

MONETARY RELIEF

16. Defendants agree to pay a total amount of \$75,000.00 (Seventy five thousand dollars) to resolve this litigation. The payments referenced herein shall issue within fifteen (15) calendar days of the Court's execution of the Decree and be distributed as set forth in Exhibit B attached hereto.

17. If Defendants fail to tender the above-mentioned payment as set forth in paragraph 16 and Exhibit B, Defendants 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 Defendants.

ENFORCEMENT OF DECREE

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

COSTS AND FEES

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

DURATION OF CONSENT DECREE

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

SO ORDERED, ADJUDGED AND DECREED, this ____ day of March, 2008.

STEVEN D. MERRYDAY
UNITED STATES DISTRICT JUDGE

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

by: s/ Nora E. Curtin Date: March 11, 2008
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@eoc.gov

AGREED TO:
FOR THE DEFENDANTS,
SATURN OF ST. PETERSBURG, INC. and
LOKEY AUTOMOTIVE GROUP, INC.

by: s/ Barbra A. Stern Date: March 11, 2008
Barbra A. Stern
Florida Bar No. 526576
Law Offices of Bohdan Neswiacheny
540 N.E. 4th St.
Ft. Lauderdale, FL 33301
Phone: (954) 522-5400
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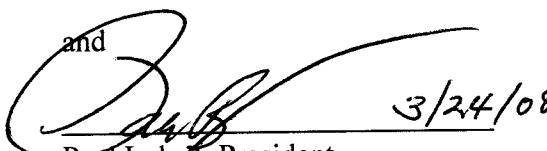
and

Paul Lokey, President
Lokey Automotive Group/Saturn of St. Petersburg

EXHIBIT A
NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND
SATURN OF ST. PETERSBURG, INC. AND LOKEY AUTOMOTIVE GROUP, INC.

This notice is being posted pursuant to a Consent Decree entered by the Court in U.S. EEOC v. Saturn of St. Petersburg, Inc. and Lokey Automotive Group, Inc., Civil Action 8:07-cv-00546-SDM-MSS. In that lawsuit, EEOC alleged that Defendants, upon learning that EEOC charges had been filed against the Defendants, instructed the employer of the persons who filed the charges, to get those three employees off his property immediately causing their discharge. Saturn of St. Petersburg, Inc. and Lokey Automotive Group, Inc. have agreed that they will not discriminate against employees on the basis of race or retaliate against employees who make good faith complaints of discrimination 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. Saturn of St. Petersburg, Inc. and Lokey Automotive Group, Inc. will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws.

Furthermore, Saturn of St. Petersburg, Inc. and Lokey Automotive Group, Inc. assure their employees that they support 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 MARCH, 2008.



SATURN OF ST. PETERSBURG, INC.

DO NOT REMOVE BEFORE 3/24 2011.

EXHIBIT B

MONETARY DISTRIBUTION

The \$75,000.00 monetary relief paid to resolve EEOC v. v. Saturn of St. Petersburg, Inc. and Lokey Automotive Group, Inc., Civil Action 8:07-cv-00546-SDM-MSS shall be distributed as follows:

(A) Defendants will pay Lafayette McClendon \$25,000.00, which shall be representative of compensatory damages and punitive damages and will issue an I.R.S. form 1099 itemizing same.

(B) Defendants will pay Damon Pitts \$25,000.00 which shall be representative of compensatory damages and punitive damages and will issue an I.R.S. form 1099 itemizing same.

(C) Defendants will pay Nakita Knight \$25,000.00 which shall be representative of compensatory damages and punitive damages and will issue an I.R.S. form 1099 itemizing same.

The payments to Mr. McClendon, Mr. Pitts, and Mr. Knight shall be made by check in their individual name and forwarded by certified mail with a return receipt requested to an address to be provided by the EEOC. A copy of the check(s) 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.