

**IN THE UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

EQUAL EMPLOYMENT	)	
OPPORTUNITY COMMISSION,	)	
	)	
Plaintiff,	)	Case No. 05 C 6910
	)	
and	)	
	)	
HALIT MACIT	)	
	)	
Intervener	)	
v.	)	
	)	
AUTONATION CORPORATE	)	Judge Mark Filip
MANAGEMENT, LLC AND	)	
ELMHURST AUTO MALL, INC. d/b/a	)	Magistrate Judge Jeffrey Cole
ELMHURST KIA,	)	
	)	
<u>Defendants.</u>	)	

**CONSENT DECREE**

**THE LITIGATION**

1. Plaintiff Equal Employment Opportunity Commission (“EEOC”) filed this action alleging that Defendants AutoNation Corporate Management, LLC (“AutoNation”) and Elmhurst Auto Mall, Inc., d/b/a Elmhurst Kia (“Elmhurst Kia”) (collectively “Defendants”), violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (“Title VII”), and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a, by subjecting Charging Party Halit Macit to harassment because of his national origin, Turkey, and religion, Muslim.

2. Defendants filed an answer in which they denied the allegations in the Complaint.

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 entry of this Consent Decree (hereafter “Decree”). This Decree fully and finally resolves any and all issues and claims arising out of the Complaint filed by EEOC and the

underlying EEOC charge filed by Macit. Nothing in this Decree shall be deemed to constitute an admission by any party with respect to the claims or defenses of the other.

**FINDINGS**

4. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds the following:

a. This Court has jurisdiction over the subject matter of this action and over the parties.

b. The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of EEOC, Defendants, the Plaintiff-Intervener and the public interest are adequately protected by this Decree.

c. This Decree conforms with the Federal Rules of Civil Procedure, Title VII, and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and will be in the best interests of the parties and the public.

**NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:**

**INJUNCTIVE RELIEF**

5. Defendants, their officers, agents, employees, successors, assigns and all persons acting in concert with them shall not: (a) engage in any employment practice that discriminates on the basis of national origin; (b) engage in any employment practice that discriminates on the basis of religion; (c) engage in or be a party to any action, policy or practice that is intended to or is known to them to have the effect of harassing employees on the basis of national origin or religion; and/or (d) create, facilitate or tolerate the existence of a work environment that is hostile to employees based upon national origin or religion.

6. Defendants, their officers, agents, employees, successors, assigns and all persons acting in concert with them shall not engage in any form of retaliation against any person because such person has opposed any practice made unlawful under Title VII, filed a Charge of Discrimination under Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under Title VII, or asserted any rights under this Decree.

**MONETARY RELIEF**

7. Defendants shall pay monetary damages totaling \$53,750.00 to Halit Macit.

8. Payment to Macit shall be in a manner and on terms separately agreed to by Defendants, Macit and his counsel, Chris Langone and Mark Lavery. EEOC has had no role in negotiating, is not a party to, and has not approved the terms of the agreement entered into by Macit, who has been counseled by Langone and Lavery with respect thereto.

**POSTING OF NOTICE**

9. Within ten (10) business days following entry of this Decree, AutoNation shall post copies of the Notice (attached hereto as Exhibit A) to this Decree at AutoNation's Chicago Market Office. AutoNation shall post this Notice on the bulletin boards usually used by AutoNation for communicating with its human resources personnel. The Notice shall remain posted for two years from the date of entry of this Decree. AutoNation shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. AutoNation shall certify to EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted. AutoNation shall permit a representative of EEOC to enter AutoNation's premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice.

**TRAINING**

10. During each year covered by this Decree, all employees at AutoNation's Chicago Market Office shall participate in a training session conducted by a trainer paid for by AutoNation and provided by Franczek Sullivan P.C. regarding national origin and religious harassment, retaliation, and AutoNation's policies regarding the proper method to handle such complaints of discrimination. The first training shall take place within ninety (90) days of entry of this Decree.

11. AutoNation shall submit all proposed training materials to EEOC at least fifteen (15) business days prior to the proposed date(s) of the training. EEOC shall have five (5) business days from the date of receipt of the information described above to accept or reject the proposed training session. In the event EEOC does not approve AutoNation's designated materials, AutoNation shall have five (5) business days to propose modifications or amendments to the training materials. EEOC shall have five (5) business days from the date of receipt of the information described above to accept or reject the materials. If the parties cannot through this process agree on the training, then they may seek the Court's assistance under ¶ 15.

12. AutoNation shall certify to EEOC in writing within five (5) business days after the training has occurred that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the date, location and duration of the training; and (ii) a copy of the registry of attendance, which shall include the name and position of each person in attendance.

13. AutoNation shall also provide EEOC with any and all copies of pamphlets, brochures, outlines or other written material(s) provided to the participants of the training session(s).

14. Prior to the trainings, the trainer shall be allowed to familiarize himself/herself with the allegations of this case by means of communicating with counsel for either party or reviewing documents provided by counsel of either party.

#### **DISPUTE RESOLUTION**

15. In the event that either party to this Decree believes that the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance and shall afford the alleged non-complying party ten (10) business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within ten (10) business days, the complaining party may apply to the Court for appropriate relief.

#### **DURATION OF THE DECREE AND RETENTION OF JURISDICTION**

16. All provisions of this Decree shall be in effect in AutoNation's Chicago Market (and the Court will retain jurisdiction of this matter to enforce this Decree) for a period of two years from the date of entry of this Decree provided, however, that if at the end of that period any disputes under ¶ 15 above remain unresolved, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Decree) until such time as all such disputes have been resolved.

#### **MISCELLANEOUS PROVISIONS**

17. Each party to this Decree shall bear its own expenses, attorney's fees and costs.

18. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns and successors of AutoNation.

19. If any provision(s) of the Decree are found to be unlawful, only such provision(s) shall be severed, and the remainder of the Decree shall remain in full force and effect.

20. When this Decree requires a certification by AutoNation of any fact(s), such certification shall be made under oath or penalty of perjury by an officer or management employee of AutoNation.

21. The terms of this Decree shall be binding upon the present and future directors, officers, managers, agents, successors and assigns of AutoNation. AutoNation, and any successor(s) of AutoNation, shall provide a copy of this Decree to any organization or person who proposes to acquire or merge with AutoNation, or any successor of AutoNation, prior to the effectiveness of any such acquisition or merger. This paragraph shall not be deemed to limit any remedies available in the event of any finding by the Court regarding a violation of this Decree.

22. When this Decree requires the submission by AutoNation of reports, certifications, notices, or other materials to EEOC, they shall be mailed to: AutoNation Title VII Settlement, c/o Aaron DeCamp, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois, 60661. When this Decree requires submission by EEOC of materials to AutoNation, they shall be mailed to Michael A. Warner, Jr., Franczek Sullivan P.C., 300 South Wacker Drive, Chicago, Illinois 60606.

For the EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
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For AutoNation Corporate Management, LLC

[Signature]

ENTER:

Mark Filip  
The Honorable Judge Mark Filip 6/18/07  
United States District Judge

The Honorable Judge Jeffery Cole  
United States Magistrate Judge

EXHIBIT A

**NOTICE TO AUTONATION HUMAN RESOURCES EMPLOYEES**

This Notice is being posted pursuant to a Consent Decree entered by the federal court in *EEOC v. AutoNation Corporate Management, LLC and Elmhurst Auto Mall (d/b/a Elmhurst Kia)*, No. 05 C 6910, resolving a lawsuit filed by the Equal Employment Opportunity Commission (“EEOC”) against AutoNation Corporate Management, LLC (“AutoNation”) and Elmhurst Kia.

In its suit, EEOC alleged that a Turkish and Muslim employee of Elmhurst Kia, a dealership formerly owned by AutoNation until the dealership was sold in 2003, was subjected to a hostile work environment based upon his national origin and religion. AutoNation and Elmhurst Kia filed an Answer in which they denied the allegations.

To resolve the case, AutoNation, Elmhurst Kia and EEOC have entered into a Consent Decree which provides, among other things, that:

- 1) AutoNation will pay monetary relief totaling \$53,750.00 to the former Elmhurst Kia employee;
- 2) AutoNation shall not discriminate against employees on the basis of national origin or religion or subject employees to harassment based on national origin or religion;
- 3) AutoNation shall not retaliate against any person because (s)he opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree; and
- 4) AutoNation will provide mandatory training to the employees of AutoNation Corporate Management, LLC in its Chicago Market Office regarding national origin and religious harassment, retaliation, and AutoNation’s policies regarding such discrimination.

EEOC enforces the federal laws against discrimination in employment on the basis of race, color, religion, national origin, sex, age of disability. If you believe you have been discriminated against or if AutoNation is not complying with this Decree, you may contact EEOC at (312) 353-2713. EEOC charges no fees and has a TTD number.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

**This Notice must remain posted for two years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to: AutoNation Title VII Settlement, c/o Aaron DeCamp, EEOC, 500 W. Madison Street, Suite 2800, Chicago, IL 60661.**

June 14, 2007  
Date

Mark Filip  
Judge Mark Filip