

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND FILED _____ ENTERED _____
SOUTHERN DIVISION _____ LODGED _____ RECEIVED _____

APR - 1 2008

AT GREENBELT
CLERK U.S. DISTRICT COURT
DISTRICT OF MARYLAND DEPUTY

BY

Civil Action No. 8:05-cv-02697-RWT

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
RRR BOWIE, LLC)
d/b/a TOYOTA OF BOWIE,)
)
Defendant.)
)
)
)
)
)
)
)

CONSENT DECREE

This action was instituted by Plaintiff, Equal Employment Opportunity Commission (the "EEOC" or the "Commission"), against Defendant, RRR Bowie, LLC (hereinafter "Defendant"). The Complaint alleges that Defendant violated Section 703(a) of Title VII of the Civil Rights Act of 1964, as amended, ("Title VII") 42 U.S.C. Section 2000e-2(a) by refusing to hire Charles Dyer for the positions of sales manager or finance manager and for terminating Phillip Kennedy from his position of finance manager, because of their race, black. Defendant filed an Answer denying all allegations in the Complaint.

Both the Commission and Defendant have entered into this Decree to resolve this disputed claim and to avoid the time and expense of continued litigation, and they desire to formulate a plan to be embodied in a Decree which will promote and effectuate the purposes of Title VII.

This Decree, being entered with the consent of the Commission and Defendant, is for settlement purposes only and shall not constitute an adjudication or finding on the merits of the case and shall not be construed as an admission by Defendant of any discriminatory practice or

as a waiver by the Commission of any contentions of discrimination. The Court has examined this Decree and finds that it is reasonable and just and in accordance with the purposes of Title VII. Therefore, upon due consideration of the record herein and being fully advised in the premises, it is ORDERED, ADJUDGED AND DECREED:

1. This Decree resolves all issues and claims alleged in the Complaint filed by the Commission in this Title VII action which emanated from charges of discrimination, filed by Charles Dyer and Phillip Kennedy.

2. This Decree shall be in effect for a period of three [3] years from the date it is entered by the Court. During that time, this Court shall retain jurisdiction over this matter and the parties for purposes of enforcing compliance with the Decree. In all other respects, upon approval and entry by the Court of this Decree, the Commission's action against Defendant is dismissed with prejudice and the Clerk of the Court is directed to remove this action from the Court's calendar.

3. Defendant, its officers, agents, servants, employees and all persons acting or claiming to act in its behalf and interest shall be enjoined and restrained from engaging in any employment practice during the Term of this Decree which discriminates against its applicants and employees based on race, in violation of Title VII, particularly the following provision:

It shall be an unlawful employment practice for an employer (1) to fail or refuse to hire or to discharge any individual ... because of such individual's race

4. In furtherance of paragraph 3, above, within three months following the entry of this Decree, Defendant will provide a minimum of four hours equal employment opportunity ("EEO") training, through a qualified law firm or consultant with expertise in EEO matters, to its Vice President and General Manager and to all other employees responsible for the hiring and firing of sales managers and finance managers, and/or making recommendations therefor,

specifically with regard to making employment decisions in accordance with Defendant's obligations under Title VII. Upon the completion of such training, Defendant will provide certification to Commission counsel that such training has been provided including the identity of the provider, the dates and location of the training, the names of the attendees, and the number of hours of training.

5. Within ten days after entry of this Consent Decree, Defendant will pay to Phillip Kennedy the amount of \$100,000.00 in compensatory damages, plus \$1,000.00 in attorney's fees and to Charles Dyer the amount of \$100,000.00 in compensatory damages, plus \$1,000.00 in attorney's fees, making the sum total \$202,000.00. Defendant will take no withholdings from the foregoing amounts and a Form 1099 will be issued to Phillip Kennedy and Charles Dyer reflecting the foregoing payments.

6. Upon approval of this Decree, Defendant will post immediately in all places where notices to employees customarily are posted, the Notice attached hereto as Exhibit "A" and made a part hereof. Said Notice attached hereto as Exhibit "A" shall be posted and maintained for a period of at least three years from the date of posting and shall be signed by a responsible official of Defendant with the date of actual posting shown thereon. Should the Notice become defaced, marred, or otherwise made unreadable, Defendant will ensure that new readable copies of the Notice are posted in the same manner as heretofore specified. Within thirty (30) days of approval of this Decree, Defendant shall forward to the attorney of record at the Baltimore Field Office a copy of the signed Notice attached hereto as Exhibit "A" and written certification that the Notice referenced herein has been posted and a statement of the location(s) and date of posting.

7. If the Commission believes that Defendant has breached a material provision of

this Decree, it shall so notify Defendant's current President or Vice-President, in writing, of the alleged breach. The parties shall attempt in good faith to resolve their dispute. If the parties cannot in good faith resolve their dispute, the Commission may file with the Court a motion alleging Defendant's violation of the terms of this Decree seeking appropriate relief. Jurisdiction and venue to resolve any dispute arising under this Decree resides in the United States District Court for the District of Maryland.

8. The Commission and Defendant shall bear their own costs and attorneys' fees.

9. The undersigned counsel of record in the above-captioned action hereby consent, on behalf of their respective clients, to the entry of the foregoing Consent Decree.

For Defendant:

For Plaintiff:

/s/
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*(Signed by Maria Salacuse with permission
of Allan A. Noble)*
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/s/
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/s/
MARIA SALACUSE
Senior Trial Attorney

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
10 S. Howard Street, 3rd Floor
Baltimore, Maryland 21201
(410) 209-2733

SO ORDERED.

Signed and entered this 1st day of April, 2008.



Roger W. Titus, United States District Court Judge