

UNITED STATES DISTRICT COURT FOR THE
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

FILED

SEP 28 2004
CLERK OF COURT
U. S. DISTRICT COURT
EASTERN MICHIGAN

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

Case No. 04-70420
Hon. Judge Avern Cohn

v.

MEADE LEXUS GROUP, INC.,

Defendants.



ADELE RAPPORT (P44833)
ROBERT K. DAWKINS (P38289)
TAMMY C. KLEIN (P60256)
Equal Employment Opportunity Commission
477 Michigan Avenue, Room 865
Detroit, Michigan 48226
(313) 226-5673

Joseph P. Shelton (GA Bar# 640630)
Fisher & Phillips, LLP
1500 Resurgens Plaza
945 East Paces Ferry Road
Atlanta, GA 30326
(404) 231-1400

CONSENT DECREE

On February 5, 2004, this matter was commenced by the United States Equal Employment Opportunity Commission (the "Commission") against Meade Lexus ("Defendant" or "Meade Lexus") on behalf of the Charging Parties, Melissa Angotti ("Charging Party" or "Angotti"), Isabella Ziemer ("Charging Party" or "Ziemer"), Katie Olsen ("Charging Party" or "Olsen"), Lauren Rosinski ("Charging Party" or "Rosinski"), Lana Jaddou-Mio ("Charging Party" or "Jaddou-Mio"). The settlement is also on behalf of Charging Parties, Pamela Glaspie ("Charging Party" or "Glaspie"), and Ruwida Rizka ("Charging Party" or "Rizka"). The Commission's

Complaint alleged that the Charging Parties were sexually harassed and subjected to a hostile work environment.

FINAL DISPOSITION

1. Through this Consent Decree, ("Decree") the Commission, on behalf of Melissa Angotti, Isabella Zierner, Katie Olson, Lauren Rosinski, Lana Jaddou-Mio, Pamela Glaspie, Ruwida Rizka and Meade Lexus, desire to forever resolve all issues raised, presented or joined in Civil Action Number 04-70420, without the burden, expense and potential delay of further litigation of all issues set forth in this lawsuit, and intend to be bound by the promises made herein.

STIPULATED FACTS

2. The Parties stipulate and agree that the EEOC is the agency of the United States government authorized to investigate allegations of unlawful employment discrimination, to bring civil actions to prohibit unlawful employment practices and to seek relief for individuals affected by the practices complained of in this lawsuit.

3. Meade Lexus is an employer engaged in an industry affecting commerce within the meaning of Section 701(g) and (h) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e(g) and (h). Meade Lexus had at least fifteen (15) employees for twenty (20) or more calendar weeks during the relevant time period.

4. Pursuant to Title VII, the Parties acknowledge the jurisdiction of the United States District Court for the Eastern District of Michigan over the subject matter and Parties to this case for this purpose of entering this Decree, and, if necessary, enforcing the provisions of this Decree.

5. Venue is appropriate in the Eastern District of Michigan, Southern

Division. For purposes of this Decree and proceedings related to this Decree only, Meade Lexus agrees that all statutory conditions precedent to the institution of this lawsuit have been fulfilled.

MONETARY SETTLEMENT

6. Meade Lexus agrees to pay monetary relief in the amount of \$85,000, within thirty (30) days of the acceptance and signing of this Decree. The Commission will determine the allocation of the damages between the Charging Parties and will advise Defendant of the amounts to be paid to each individual. Payment of all applicable federal, state and local taxes including, but not limited to any FICA and/or Social Security taxes on the monetary amount set forth above shall be the sole responsibility of Angotti, Ziemer, Olsen, Rosinski, Jaddou-Mio, Glaspie and Rizka. Meade Lexus will issue a Form 1099 to them as required by the IRS. The funds are to be paid directly to Angotti, Ziemer, Olsen, Rosinski, Jaddou-Mio, Glaspie and Rizka, via Certified Mail, to the Charging Parties with a copy of the check sent to Adele Rapport, Regional Attorney, United States Equal Employment Opportunity Commission, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226, within fifteen (15) days of the issuance of payment.

NON-DISCRIMINATION

7. Meade Lexus, its officers, agents, employees, successors, assigns and all persons in active concert of participation with it, shall comply with the provisions of Title VII of the Civil Rights Act of 1964, as amended, and agree that it will not discriminate against any and all individuals who work for Meade Lexus.

NON-RETALIATION

8. Meade Lexus, through its directors, officers, agents, successors, assigns and employees, will not retaliate against any person known to it who participated or cooperated in the investigation and civil action by the EEOC of Charge of Discrimination No: 230-A3-00585; 230-A3-00586; 230-2004-00561; 230-A3-02083; 230-2003-02090; 230-2003-02236; and 230-2004-00943, filed under Title VII of the Civil Rights Act of 1964, as amended.

DISPUTE RESOLUTION AND COMPLIANCE

9. The Parties agree that this Court shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce this Decree. Upon motion of either Party, the Court may schedule a hearing for the purpose of reviewing compliance of this Decree. The Parties shall engage in a good faith effort to resolve any dispute as to compliance prior to seeking review by the Court, and shall be required to give notice to each other ten (10) days before moving for such review. If such review is deemed necessary by either Party, discovery will be conducted in an expedited fashion. More specifically, documents and other discovery materials shall be exchanged amongst the Parties within five (5) days of Notice.

POSTING OF NOTICE

10. Meade Lexus shall post a mutually agreeable Notice, attached as Attachment A, in at least one (1) conspicuous located at its Southfield, Michigan facility for a period of eighteen (18) months. In addition, Meade Lexus will continue to post all employment discrimination Notices as required by applicable law at all times in one (1) conspicuous place at its Southfield, Michigan location.

NON-ADMISSION OF LIABILITY

11. Meade Lexus has denied all allegations set forth in Civil Action Number 04-7420, along with any and all inferences of wrongdoing, and neither its consent to the entry of this Decree, nor any of the terms or conditions set forth herein, including, but not limited to paragraphs 7 and 8 above, shall constitute an adjudication or finding on the merits of the case or be construed as an admission of liability, wrongdoing, guilt, and/or violation of federal law, which Meade Lexus expressly denies.

ALLOCATION OF COST

12. The Parties agree to pay their respective costs and attorney fees associated with the drafting and enforcement of this Decree.

SEVERABILITY CLAUSE

13. If any provision of this Decree is found to be unenforceable by a Court, only the specific provision in question shall be affected and the other enforceable provisions shall remain in full force.

TRAINING

14. Meade Lexus agrees to provide training to its managers, employees, supervisors and human resources personnel. The training will emphasize Title VII and its prohibitions against sexual harassment in the workplace, including an employer's obligation to take prompt, effective, remedial action, to stop existing harassment and prevent future harassment, once it has notice that a problem exists. The training will also focus on Title VII's prohibitions against retaliation. The training program should be completed within one (1) year of the signing and entry of this Decree. A list of attendees shall be provided to Adele Rapport, Regional Attorney, United States Equal Employment

Opportunity Commission, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226, within thirty (30) days of the completion of such training.

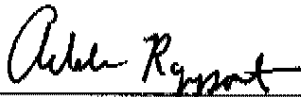
ENTIRE AGREEMENT

15. This Decree constitutes the entire agreement and commitments of the Parties. Any modifications to this agreement must be mutually agreed upon in writing and signed by the Parties hereto.

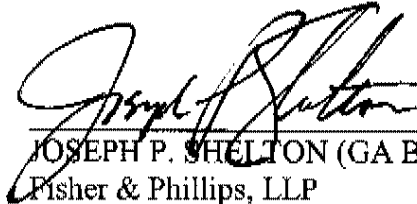
DURATION

16. The Parties agree that the duration of this Decree shall be for a period of three (3) years.

Respectfully submitted,

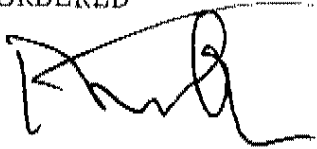


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SO ORDERED



AVERN COHN
United States District Judge

Dated: September 28, 2004

EXHIBIT A

NOTICE TO ALL EMPLOYEES

This Notice is being posted as a result of a Consent Decree entered between the United States Equal Employment Opportunity Commission and Meade Lexus, in EEOC v. Meade Lexus, Civil Case No. 04-7420, to inform you of your rights guaranteed by federal law under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 (e). The Title VII prohibits harassment and discrimination against any employee on the basis of sex with regard to any term or condition of employment including hiring, layoff, recall, promotion, discharge, pay and fringe benefits or in retaliation for the opposition to unlawful employment practices. This Notice is posted as part of a resolution to a lawsuit filed by the U.S. Equal Employment Opportunity Commission. Meade Lexus denies that it engaged in unlawful activity, and guarantees that it will not discriminate against its employees.

The United States Equal Employment Opportunity Commission is the federal agency which investigates charges of unlawful employment discrimination and, if necessary, files lawsuits in federal court to enforce the anti-discrimination provisions of the Title VII. Any employee who believes that he/she is the victim of discrimination or retaliation has the legal right to file a charge of discrimination with the U.S. Equal Employment Opportunity Commission.

Meade Lexus supports and will comply with this federal law in all respects. Meade Lexus will not take any action against any employees because they have exercised their rights under the Title VII.