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EEOC & Linden Lee, Syed Rizvi, and Brian Wolin v. Renter's Choice, Inc.

Judge Daniel Hurley

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EEOC & Linden Lee, Syed Rizvi, and Brian Wolin v. Renter's Choice, Inc.

Keywords

EEOC, Linden Lee, Syed Rizvi, Brian Wolin, Renter's Choice Inc., 9:00-cv-08888-DTKH, Consent Decree, Disparate Treatment, Retaliation, Constructive Discharge, Promotion, Subjective Decision Making, Race, National Origin, Service, Employment Law, Title VII

~~RECEIVED BY LEGAL~~
~~DATE 5-28-02~~

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

CLOSED CASE

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

Plaintiff,)

LINDEN LEE, SYED RIZVI,)
AND BRIAN WOLIN,)

Interveners,)

CIVIL ACTION NO.
00-8888-CIV-HURLEY
Magistrate Judge Lynch

v.)

RENTER'S CHOICE, INCORPORATED,)

Defendant.)

FILED by *[Signature]* D.C.
JUN 25 2002
CLARENCE MADDOX
CLERK U.S. DIST. CT.
WEST PALM BEACH, FLORIDA - W.P.B.

CONSENT DECREE

The Plaintiff, the Equal Employment Opportunity Commission ("EEOC"), filed this action on September 27, 2000, alleging a violation of Title VII of the Civil Rights Act of 1964 ("Title VII") and Title I of the Civil Rights Act of 1991, to correct unlawful employment practices on the bases of race, national origin and retaliation. Specifically, the EEOC alleged that Defendant, Renter's Choice, Incorporated ("Renter's Choice"), violated Title VII, by harassing, demoting and constructively discharging employees on the bases of race, national origin, and retaliation.

This Consent Decree is designed to resolve the disputes between the parties with regard to this lawsuit. This Consent Decree is being entered by mutual agreement of the parties solely for the purpose of settlement. In the interest of resolving this matter and as a result of having engaged in extensive settlement negotiations, the parties have agreed that this action should be resolved by entry

[Handwritten signature]

of this Consent Decree. This Consent Decree is binding upon the parties

The parties agree that this Decree resolves all of the issues raised by EEOC Charge Numbers 15M 98 0083, 15M 98 0107, and 15M 98 0108, or the EEOC complaint in this case. The parties further agree that this Decree does not resolve any charges of discrimination that may be pending with the EEOC other than the charges referenced in this Consent Decree.

Now, therefore, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings filed by the parties, it is
ORDERED, ADJUDGED, AND DECREED THAT:

I. Jurisdiction

1. This Court has jurisdiction of the subject matter of this action and the parties for the purpose of entering and enforcing this Decree.
2. Venue is proper.
3. No party shall contest the jurisdiction of this Federal Court to enforce this Decree and its terms or the right of the EEOC to seek enforcement upon noncompliance with any of the terms of this Decree.
4. Defendant, its officers, managers, employees, agents and partners, agree that it will not engage in any unlawful employment practices based on race and national origin.
5. Defendant, its officers, managers, employees, agents and partners, agree that it will not discriminate against any individual who opposes any of Defendant's practices which the employee believes to be a violation of Title VII; or who files a charge of discrimination with the EEOC alleging violation(s) of such statute; who cooperates with the EEOC in the investigation and/or prosecution of any charge of discrimination; or who cooperated in the investigation or prosecution of this case.

II. Circulation of Anti-Discrimination Policy

Within 75 days of entry of this Consent Order, Defendant will certify by written declaration by Marty Roustio, Director of Co-Worker Relations, that all personnel in Market 0155 have received and reviewed the most recent EEO policy, attached as Exhibit A, and had an opportunity to ask any questions regarding the policy. The EEO policy will also be displayed on bulletin boards in Renter's Choice locations in Market 0155 where other employee information is commonly posted. At the end of each six-month period until the expiration of this Consent Order, Renter's Choice will certify by written declaration that the policy has remained posted

III. Training on Anti-Discrimination Laws

Defendant agrees to conduct annual training for all of its Market 0155 store managers and the Market Manager for the duration of this Decree. The first annual training shall occur within two months after distribution of the policy, referenced in section II and no later than July 15, 2002. The trainings will focus on the requirements of Title VII as it relates to race, national origin, and religious discrimination. The training will also include the topic of prevention of discrimination based on retaliation. These training sessions will last for 2 hours, one and a half (1 ½) hours which can be by video tape. A trainer from Fisher & Phillips, LLP, will be present for the length of each session in order to answer questions. Defendant also agrees to provide the EEOC with at least two weeks notice before it conducts each training session and to provide copies of the training materials to the EEOC within one week of each training session. Defendant agrees that the EEOC, may be in attendance at training sessions. Defendant agrees that within 30 days after each training session, it will provide the EEOC with a list that sets forth the date of the training, subjects discussed, and the names and job titles of the individuals in attendance at the training session. Defendant will pay for the trainer, his/her preparation time, and all materials incident to the training.

IV. Posting

Defendant agrees to post in all stores in Market 0155 within seven days from the date of execution of this Consent Decree an eight and a half by eleven inch copy of the notice attached hereto as Exhibit B for the duration of the Consent Decree.

V. Monitoring

- A. Renter's Choice agrees to provide the EEOC with certification that it conducted the training referenced in Section III within fourteen (14) days after each individual session occurs and no later than June 30th annually throughout the duration of the Decree.
- B. Renter's Choice agrees to provide the EEOC with its first certification that it posted the notice referenced in Section IV within seven (7) days from the Court's execution of this Decree. At the end of each six (6) month period following the execution date of this Decree, Defendant will certify in writing to Plaintiff that the notice has remained posted for the entire preceding six-month period.
- C. The Defendant shall submit written reports to the Commission every six (6) months and thereafter for the life of this Consent Decree. The first report shall be received no later than December 15, 2002. The final report shall be submitted to the Commission thirty days prior to the expiration of the Consent Decree. Each report shall contain:
 1. The names, addresses, phone numbers and employment status, including job title, of each Market 0155 employee who has reported to any officer, manager, or human resources personnel that s/he has been discriminated against based on race, national origin, or subjected to unlawful retaliation and whose complaint has not been resolved by the second level supervisor and therefore has reached Step #3 of Defendant's EEO Policy, Attachment A..

4. Defendant will also provide information on any investigation of complaints of discrimination based on race, national origin, or complaints of unlawful retaliation that have been initiated by any Market 0155 employee and the results of such investigation, which have not been resolved by the second level supervisor, and therefore have reached Step #3 of Defendant's EEO Policy, Attachment A.

5. Such information shall be reported to the EEOC at the expiration of each six month period, for the three year period following the execution date of this order. All reports will be mailed to the EEOC, 1 Biscayne Tower, Suite 2700, Miami, FL 33131, Att: Rachel Shonfield.

D. Marty Roustio, Director of Co-Worker Relations, shall act as Defendant's representatives for the purpose of coordinating the submission of reports that are required herein. All reports and documents required to be delivered by Renter's Choice to the EEOC shall be mailed to: Rachel H. Shonfield, Trial Attorney, Equal Employment Opportunity Commission, One Biscayne Tower, Suite 2700, Two South Biscayne Blvd., Miami, Florida 33131.

VI. Monetary Relief

A. Defendant will pay a total of \$270,000.00 to be distributed as follows in accordance with the terms of the Settlement Agreement entered into between Interveners, Brian Wolin, Syed Rizvi, Linden Lee, and Rent-A-Center, Inc. f/k/a Renters Choice, Inc.: (1) Payment to WOLIN of \$76,666.66. Of that \$76,666.66, \$25,555.55 shall represent settlement of a disputed claim for back wages and will be subject to applicable withholding; (2) Payment to LEE of \$76,666.66. Of that \$76,666.66, \$25,555.55 shall represent settlement of a disputed claim for back wages and will be subject to applicable withholding; (3) Payment to RIZVI of \$76,666.66. Of that \$76,666.66, \$25,555.55 shall represent settlement of a

disputed claim for back wages and will be subject to applicable withholding: (4) Payment to "Gary E. Lippman, P.A." of \$40,000.00. Defendant shall make all appropriate deductions for federal, state, and local taxes and FICA. Defendant will also issue an I.R.S. form W-2, an IRS form 1099, and shall be responsible for the payment of the employer's share of any federal, state, or local taxes, and social security withholdings for each of the claimants.

- B. Within 30 days after the entry of the Court's Order, Defendant will mail, certified mail return receipt, checks to the claimants for the amounts specified in Section VI.A. A copy of statements showing the withholdings shall accompany the checks. Concurrent with the mailing of the checks, Defendant agrees to copy the EEOC on the withholding statements, and the checks by June 26, 2002, and the certified return receipts. By March 15, 2003, Defendant will provide the claimants W-2's and 1099's and the EEOC with copies of the W-2's and 1099's.
- C. If the Defendant fails to tender the above-mentioned payments, the Defendant shall:
- (1) 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
 - (2) bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.


VII. Enforcement

- A. The Commission shall have independent authority to seek judicial enforcement of each aspect, term or provision of this Decree. The Commission will take whatever measures it deems appropriate to effectuate the enforcement of the terms of this decree.
- B. This Decree shall remain in effect for three years from the date of the Court's execution of this Decree.

VIII. Costs

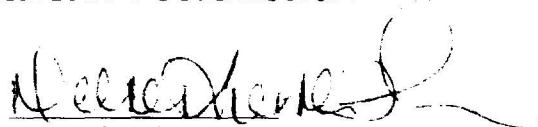
Renter's Choice, the interveners, and the EEOC shall bear their own costs and attorney fees associated with this litigation.

DONE AND ORDERED in Chambers in West Palm Beach, Florida, this ~~25~~²⁶ day of ~~May~~^{JUNE} 2002.



DANIEL HURLEY
United States District Judge

Agreed:

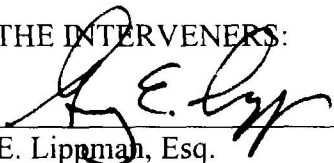
FOR THE PLAINTIFF:
UNITED STATES EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

BY: 
Delner Franklin-Thomas
Regional Attorney
EEOC Miami District Office
1 Biscayne Tower
2 S. Biscayne Blvd.
Miami, Florida 33131

FOR THE DEFENDANT:

BY: 
Steven Siegel, Esq.
Attorney for Defendant
Fisher & Phillips, L.L.P.
450 E. Las Olas Blvd., Ste. 800
Fort Lauderdale, Florida 33301
(954) 525-4800

FOR THE INTERVENERS:

BY: 
Gary E. Lippman, Esq.
Gary E. Lippman, P.A.
Attorney for Interveners
The Barrister Building
1615 Forum Place, Suite 1-B
West Palm Beach, FL 33401-2320

EQUAL EMPLOYMENT OPPORTUNITY

It is the policy of Rent-A-Center, Inc. to provide equal opportunity in all aspects of employer / employee relations without discrimination because of race, color, religious creed, sex, national origin, age, disability, veteran status, or any other status protected by law. (Except where such characteristic is an appropriate bona fide occupational qualification).

Sexual and Racial Harassment: It has been, and will continue to be, the policy of Rent-A-Center, Inc. to maintain a work environment free of sexual or racial harassment. Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when: submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; submission to or rejection of such conduct by the individual, is used as the basis for employment decisions; or such conduct has the effect of unreasonably interfering with an individual's work performance or creating an intimidating or offensive working environment. Racial harassment includes language or conduct intended or reasonably likely to offend, demean, or disparage an individual because of his/her, ethnicity or national origin.

The Door Is Always Open

If you have an unresolved issue related to our Equal Employment Opportunity Policy, you have a responsibility to report the matter as soon as possible, without the fear of retaliation.

Step #1

Bring your concerns to your immediate supervisor and allow time for a reasonable solution. If your issue is not resolved, inform your supervisor that you are taking the issue to the next level. Skip Step #1 if your issue involves your immediate supervisor.

Step #2

Bring your concerns to your 2nd level supervisor and allow time for a reasonable solution. If your issue is not resolved, inform your 2nd level supervisor that you are taking the issue to the next level.

Step #3

Bring your concerns to Coworker Relations at 800-275-2696 ext. 1110. We will partner with you to insure that the best possible solution is reached.

Our Goal... To Say We Care And Show It!

Market Manager

Phone Number

Regional Director

Phone Number

NOTICE POSTING

This notice is being posted as a result of allegations brought by the Equal Employment Opportunity Commission against Renter's Choice Incorporated. Renter's Choice Incorporated has agreed that it will not discriminate against employees in violation of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"). Title VII protects individuals from discrimination based on race, religion, color, national origin, and sex in all aspects of their employment, including hiring, promotions and discharge.

Renter's Choice Incorporated assures its employees that it supports Title VII, and that it 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.

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 or (305)530-6001.

Signed this ____ day of _____, 2002.

President, Renter's Choice, Incorporated

Post Until _____