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EEOC v. Charapp Ford South, Inc.

Judge Arthur J. Schwab

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EEOC v. Charapp Ford South, Inc.

Keywords

EEOC, Charapp Ford South Inc., 03-90 (AJS), 03-0171, Consent Decree, Disparate Treatment, Race, Black, Automotive, Employment Law, Title VII

CASE CLOSED

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AB

*IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA*

*EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION*

Plaintiff,

vs.

CHARAPP FORD SOUTH, INC.

Defendant.

*Civil Action No. 03-90 (AJS)
(Case filed at C.A. No. 03-0171)*

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CONSENT DECREE

This Consent Decree (the "Decree") is made and entered into between Plaintiff United States Equal Employment Opportunity Commission (the "Commission" or "EEOC") and Defendant, Charapp Ford South, Inc., its directors, officers, agents, employees, parent, or subsidiaries (hereinafter collectively referred to as "Charapp Ford South"). On February 6, 2003 the Commission brought this action, in the United States District Court, Western District of Pennsylvania to enforce provisions of Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991. The Commission alleged that Charapp Ford South violated Title VII by discriminating against Louis Greggs, Troy Miles, Curtis Jones, and Mike Mitchell based on their race, African American. The Defendant denies all allegations.

As a result of settlement discussions, and in an attempt to avoid further litigation costs, the parties in this action do hereby agree to entry of this Consent Decree which shall resolve fully and finally all claims that were raised by the Commission on behalf of Mssrs. Greggs, Jones, Miles and

Mitchell. It is the intent of the parties that this Decree shall be a final and binding settlement between the parties signatory hereto, their successors and assigns.

The Parties hereby agree:

This Decree is entered into in compromise of the claims asserted in this civil action. Charapp Ford South denies any wrongdoing, and this Decree shall, under no circumstances, be construed or deemed to be evidence of any wrongdoing, fault, or liability.

1. The Commission is the agency of the United States government authorized by Congress to investigate allegations of unlawful employment discrimination, to bring civil actions based upon these allegations of unlawful practices, and to seek relief for individuals affected by such practices.

2. The parties stipulate that, pursuant to Title VII and Title I, the United States District Court for the Western District of Pennsylvania has jurisdiction over both the subject matter and the parties in this case. The parties further stipulate that venue is appropriate in the Western District of Pennsylvania.

3. The entry of this Decree will further the objectives of Title VII and Title I and will be in the best interests of the parties.

NON-DISCRIMINATION AND NON RETALIATION

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

5. Defendant, Charapp Ford South, Inc., agrees that it is enjoined from engaging in any employment practice which constitutes unlawful discrimination under Title VII.

6. Defendant, Charapp Ford South, Inc., is enjoined from engaging in any employment practices, including but not limited to references for former employees on behalf of Charapp Ford

South, Inc., which retaliate in any manner against any person, because of that person's opposition to any practice alleged or believed to be unlawful under Title VII, or because of the filing of a charge, the giving of testimony or assistance, or the participation in any manner in any investigation, hearing or proceeding under Title VII.

7. Defendant, Charapp Ford South, Inc., shall comply fully with all provisions of Title VII. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of Defendant, Charapp Ford South, Inc., under Title VII or the EEOC's authority to process or litigate any charge of discrimination which may be filed against Defendant, Charapp Ford South, Inc., in the future.

NON-ADMISSION

8. This Decree, being entered with the consent of the Commission and Charapp Ford South, shall not constitute an adjudication or finding on the merits of the case and shall not be construed as an admission of liability by Charapp Ford South.

MONETARY SETTLEMENT

9. Defendant Charapp Ford South, Inc. agrees to pay Louis Greggs the amount of Thirty Thousand Dollars and No Cents (\$ 30,000.00) in full settlement of the claims against Defendant which were raised in the EEOC's Complaint. Charapp Ford South, Inc., will mail a photocopy of that check to the EEOC, to the attention of M. Jean Clickner, Trial Attorney, EEOC, Liberty Center, Suite 300, 1001 Liberty Avenue, Pittsburgh, Pennsylvania 15222, within five days of the date of mailing of the checks to Louis Greggs. This amount is the total amount to resolve allegations of discrimination by Louis Greggs.

10. Defendant Charapp Ford South, Inc. agrees to pay Michael Mitchell the amount of Forty Thousand Dollars and No Cents (\$ 40,000.00) in full settlement of the claims against Defendant which were raised in the EEOC's Complaint. Charapp Ford South, Inc., will mail a photocopy of that check to the EEOC, to the attention of M. Jean Clickner, Trial Attorney, EEOC, Liberty Center, Suite 300, 1001 Liberty Avenue, Pittsburgh, Pennsylvania 15222, within five days of the date of mailing of the checks to Michael Mitchell. This amount is the total amount to resolve allegations of discrimination by Michael Mitchell.

11. Defendant Charapp Ford South, Inc. agrees to pay Troy Miles the amount of Forty Thousand Dollars and No Cents (\$ 40,000.00) in full settlement of the claims against Defendant which were raised in the EEOC's Complaint. Charapp Ford South, Inc., will mail a photocopy of that check to the EEOC, to the attention of M. Jean Clickner, Trial Attorney, EEOC, Liberty Center, Suite 300, 1001 Liberty Avenue, Pittsburgh, Pennsylvania 15222, within five days of the date of mailing of the checks to Troy Miles. This amount is the total amount to resolve allegations of discrimination by Troy Miles.

12. Defendant Charapp Ford South, Inc. agrees to pay Curtis Jones the amount of Twenty-five Thousand Dollars and No Cents (\$ 25,000.00) in full settlement of the claims against Defendant which were raised in the EEOC's Complaint. Charapp Ford South, Inc., will mail a photocopy of that check to the EEOC, to the attention of M. Jean Clickner, Trial Attorney, EEOC, Liberty Center, Suite 300, 1001 Liberty Avenue, Pittsburgh, Pennsylvania 15222, within five days of the date of mailing of the checks to Curtis Jones. This amount is the total amount to resolve allegations of discrimination by Curtis Jones.

13. *The Commission shall have the right to monitor compliance with this section through inspection and receipt of all documents relating to said disbursements, including but not limited to, a copy of the checks, check stubs, return receipts, letters, and any other documents evidencing payment thereunder.*

NON-MONETARY TERMS OF SETTLEMENT

14. *Charapp Ford South agrees to the following to perform the following as part of the settlement of the above matter:*

A. Posting of Notice

Within ten (10) business days after entry of this Decree, Charapp Ford South, Inc. shall post same-sized copies of the Notice attached as Exhibit 1 to this Decree on all bulletin boards usually used by Charapp Ford South, Inc. for communicating with employees. The Notice shall remain posted for eighteen months (18) months from the date of entry of this Decree. Counsel for Charapp Ford South, Inc. shall provide a copy of the Notice, and an indication of the date and location of its posting, to the EEOC's Pittsburgh Area Office, attention, M. Jean Clickner, Trial Attorney, within ten (10) days of the posting. Charapp Ford South, Inc. shall permit a representative of the EEOC to enter Charapp Ford South, Inc.'s premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice. Charapp Ford South, Inc. shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by

any other material. Should the posted copies become defaced, removed, marred, or otherwise illegible, Defendant agrees to immediately post a readable copy in the same manner as heretofore specified.

B. Training

(a) Defendant shall provide training on the requirements of Title VII on the following terms:

(1) Defendant agrees to provide annual training sessions to all of its employees (including all of its managers and supervisors). This training will emphasize what constitutes unlawful harassment in the workplace, how to keep the company free of any such form of discrimination, and what constitutes unlawful retaliation.

(2) The training will be provided to all Charapp Ford South, Inc. employees, including temporary employees employed at the time of the training. In the event an employee is hired after the date of the required training session to be held in 2003 and 2004, Charapp Ford South, Inc. agrees to show a videotape providing training on Title VII as part of the new employee orientation. Records of the new employee orientation will be maintained and will be made available to EEOC for inspection and copying at the EEOC's request. A registry of attendance shall be retained by Charapp Ford South, Inc. for the duration of the Consent Decree.

(3) Charapp Ford South, Inc. shall first provide training in accordance with (1) by no later than One hundred twenty (120) calendar days of the entry of this

Consent Decree. Charapp Ford South, Inc. shall then also provide such training on at least one occasion in calendar year 2004.

(b) In addition to the training described in Paragraph (a), within One Hundred Twenty (120) calendar days of the entry of the Consent Decree, Defendant shall provide training to all Managers and Supervisors regarding conducting a prompt and effective investigation into allegations, complaints, or charges of employment discrimination.

(c). Charapp Ford South, Inc. shall obtain the EEOC's approval of its proposed trainer prior to each year's training sessions. Charapp Ford South, Inc. shall submit the name, address, telephone number and resume of the proposed trainer, together with the date(s) of the proposed training sessions to the EEOC within thirty (30) calendar days prior to the first day of the proposed date(s) of training. The EEOC shall have ten (10) calendar days from the date of receipt of the information described above to accept or reject the proposed trainer(s) and approval of the proposed trainer will not be unreasonably denied. In the event, however, that the EEOC does not approve Charapp Ford South, Inc.'s designated trainer(s), Charapp Ford South, Inc. shall have ten (10) calendar days to identify an alternate trainer. The EEOC shall have ten (10) calendar days from the date of receipt of the information described above to accept or reject the alternate trainer. In the event the EEOC does not approve Charapp Ford South, Inc.'s alternate trainer, the EEOC shall designate the trainer to be retained and paid for by Charapp Ford South, Inc.

(d). Charapp Ford South, Inc. agrees to provide the EEOC with any and all copies of pamphlets, brochures, outlines or other written materials provided to the participants of the training sessions. Even though the EEOC has approved of or designated

a trainer to provide training for one year, it is not required to approve of or designate the same trainer for future training sessions.

(e). Charapp Ford South, Inc. shall certify to the EEOC in writing with five (5) business days after the training sessions required by Paragraphs (a) and (b) above have occurred that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the dates, location and duration of the training session; (ii) a copy of the registry of attendance, which shall include the name and position of each person in attendance; and (iii) a listing of all current employees, including temporary employees, as of the date of the training.

DISPUTE RESOLUTION AND COMPLIANCE

15. The Court 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 with 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. The party seeking Court intervention shall be required to give notice to the opposing party ten (10) days before moving for such review. Both parties may conduct expedited discovery under the Federal Rules of Civil Procedure for purposes of determining compliance with this Decree or defending against a claim of non-compliance, and must provide ten (10) business days' notice for depositions, entry to premises and access to documents and for responses to written discovery.

MISCELLANEOUS PROVISIONS

16. Each party shall bear its own court costs and attorneys fees.

17. *If any provision(s) of the Consent Decree is found to be unlawful, only the specific provision(s) in question shall be affected and the other provisions will remain in full force and effect.*

18. *The terms of the Decree are and shall be binding upon Charapp Ford South and its present and future employees, agents, trustees, administrators, and representatives.*

19. *The Decree constitutes the entire agreement and commitments of the parties. Any modifications to this Decree must be mutually agreed upon and memorialized in a writing signed by Charapp Ford South and the Commission.*

20. *Failure by the Commission to seek enforcement of this Decree with regard to one provision shall not be construed as a waiver of its rights to do so with regard to the same or other provisions of this Agreement.*

21. *The Decree shall take effect upon the Court's execution and shall remain in effect for eighteen (18) months from the date of entry.*

22. *The Decree in no way affects Commission's right to process any pending or future charges against Charapp Ford South in accordance with Commission procedure and to commence civil actions under Title VII or any other statute enforced by the Commission.*

Dated: Nov. 5, 2003

Dated: _____, 2003

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**

CHARAPP FORD SOUTH

By:

Jacqueline H. McNair (2003)
Jacqueline H. McNair
Regional Attorney

Ron Charapp
Ron Charapp
President

Judith A. O'Boyle
Judith A. O'Boyle
Supervisory Trial Attorney

M. Jean Clickner
M. Jean Clickner
Senior Trial Attorney

SO ORDERED.

Date: 12th November, 2003

Arthur J. Schwab
Honorable Judge Arthur J. Schwab

NOTICE TO ALL CHARAPP FORD SOUTH EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC v. Charapp Ford South. Civil Action No. No. 03-0171, resolving a lawsuit filed by the Equal Employment Opportunity Commission ("Commission") against Charapp Ford South.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-2(a)(1), ("Title VII") prohibits discrimination against employees and applicants for employment based upon race. Title VII further prohibits retaliation against employees or applicants who avail themselves of the rights under Title VII by engaging in protected activities, such as filing a charge of discrimination, opposing unlawful practices and/or testifying or participating in a Commission investigation. The Commission is the federal agency which investigates charges of unlawful employment discrimination. The Commission has the authority to bring lawsuits in federal court to enforce Title VII.

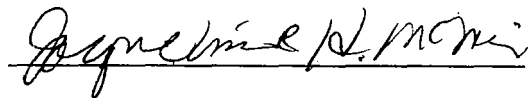
In its lawsuit, the EEOC alleged that Charapp Ford South discriminated against certain employees due to their race. Charapp Ford South denies these allegations.

To resolve the case, Charapp Ford South and the EEOC have entered into a Consent Decree which provided, among other things, that: (1) Charapp Ford South pay a monetary amount in settlement of the claims; (2) Charapp Ford South agrees that it will not discriminate on the basis of race in the future; and (3) Charapp Ford South will train all supervisors and managers about race discrimination.

If you believe you have been discriminated against, you may contact the EEOC at (412) 644-3444. The EEOC charges no fees and has employees who speak languages other than English.

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

This Notice will remain posted for one (1) year from the date below and must not be altered, defaced or covered by any other material. Any question about this Notice or compliance with its terms may be directed to the: Regional Attorney, EEOC Philadelphia District Office, 21 South 5th Street, Philadelphia, PA 19106.



**U.S. Equal Employment Opportunity
Commission**



Charapp Ford South

DATED: _____

DATED: _____