

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

v.

BLEDSON DODGE, LLC.,

Defendant.

CIVIL ACTION NO.

3:02-CV-1373-G

CONSENT DECREE

THIS CONSENT DECREE is made and entered into by and between the Plaintiff, Equal Employment Opportunity Commission ("EEOC"), and the Defendant, Bledsoe Dodge, LLC, in the United States District Court for the Northern District of Texas, Dallas Division, with regard to the EEOC's Complaint, filed on June 28, 2002 ("the Complaint"), in Civil Action No. 3:02-CV-1373-G. This Complaint was based upon Charges of Discrimination filed by the Charging Parties Anthony Barnett and Barron Jackson against Defendant employer.

The above-referenced Complaint alleges that the Defendant Bledsoe Dodge, LLC, violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991, when it subjected Mr. Barnett and Mr. Jackson to a hostile work environment, failed to promote Mr. Barnett and Mr. Jackson because of their race, African-American.

The Complaint also alleges that Defendant further violated Title VII by unlawfully

terminating the employment of Mr. Barnett and Mr. Jackson because of their race, African-American, and by retaliating against Mr. Barnett and Mr. Jackson because of their opposition to employment practices believed to be unlawful and participation in proceedings under Title VII.

The EEOC and the Defendant agree to compromise and settle the differences embodied in the Complaint, and intend that the terms and conditions of the compromise and settlement be set forth in this Consent Decree ("Consent Decree"). It is understood and agreed that this Consent Decree is in compromise of disputed claims, and that this Consent Decree shall not in any way be construed as an admission by Bledsoe Dodge, LLC, Bankston Dodge of Grand Prairie or Bankston Dodge of Dallas of a violation of any federal, state, or local statute, law or regulation, or a violation of any right of the aggrieved individuals or any other person.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Consent Decree resolves all issues raised in EEOC Charge Nos. 310-99-1989, 310-99-1999, 310-2003-06404 and 310-2003-06405. This Decree further resolves all issues in the Complaint filed by the EEOC in this civil action. The EEOC waives further claims and/or litigation on all issues raised in the above-referenced Charges and Complaint. The EEOC does not waive processing or litigating charges other than the above-referenced Charges.

2. Defendant Bledsoe Dodge, LLC agrees that it shall conduct all employment practices in a manner which does not subject any employee to race discrimination, including racial harassment, disparate terms and conditions of employment and/or retaliation under Title VII of the Civil Rights Act and Title I of the Civil Rights Act of 1991.

3. Defendant Bledsoe Dodge, LLC and its officers, agents, management (including supervisory employees), successors and assigns, and all those in active concert or participation with them, or any of them, agrees to refrain from: (i) discriminating against employees on the basis of race; (ii) engaging in or being a party to any action, policy or practice that is intended to or is known to them to have the effect of harassing or intimidating any employee on the basis of his/her race; and/or (iii) creating, facilitating or permitting the existence of a work environment that is racially hostile to its employees.

4. Defendant Bledsoe Dodge, LLC agrees that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice declared unlawful under Title VII or because of the filing of a charge; giving testimony or assistance or participating in any manner in any investigation, proceeding or hearing under Title VII.

5. Defendant Bledsoe Dodge, LLC and its officers, agents, management (including supervisory employees), successors and assigns, and all those in active concert or participation with them, or any of them, agrees to refrain from engaging in, implementing or permitting any action, policy or practice with the purpose of retaliating against any current or former employee because he or she opposed any practice of race discrimination, racial harassment or racially hostile work environment, made unlawful under Title VII; filed a Charge of Discrimination alleging any such practice; testified or participated in any manner in any investigation, proceeding, or hearing in connection with this case and/or relating to any claim of race discrimination, racial harassment or racially hostile work environment, was identified as a possible witness in this action; asserted any rights under this Consent Decree; or sought and/or received any monetary and/or non-monetary relief in accordance with this Consent Decree.

6. Defendant Bledsoe Dodge, L.L.C. agrees that the Notice appended hereto as "Attachment A" is currently posted on the employee bulletin board(s) in a prominent and conspicuous location at both the Bankston Dodge of Grand Prairie and the Bankston Dodge Dallas dealerships. The Notice will remain posted in prominent and conspicuous locations in these facilities during the two-year pendency of this Consent Decree.

7. The ACT-Alertline Notice is also currently posted in a prominent, conspicuous location at both the Bankston Dodge of Grand Prairie and the Bankston Dodge Dallas dealerships. This Notice informs employees of various contacts to whom violations of Defendant's non-discrimination policies may be reported, including a twenty-four hour confidential hotline. The Notice will remain posted in a prominent and conspicuous location in these facilities during the two-year pendency of this Consent Decree. A copy of this Notice will be supplied to the EEOC within fourteen (14) days after the entry of this Consent Decree.

8. Defendant Bledsoe Dodge, L.L.C. agrees to conduct training annually for all of its employees, owners and managers at the Bankston Dodge of Grand Prairie and the Bankston Dodge Dallas dealerships, advising them of the requirements and prohibitions of Title VII of the Civil Rights Act of 1964. The training will inform the employees of the complaint procedure for individuals who believe they have experienced discrimination. The training will also advise the employees of the consequences of violating Title VII. The training shall be at least one hour in duration. Defendant agrees to give written notice to the EEOC within fourteen (14) days after each training session, providing the following information: (a) the date and location of the training; (b) the list of employees attending; (c) the name of the person providing the training; and (d) the substance of the training. New managers' orientation also includes education regarding equal

employment and non-discrimination policies and managers' duties with respect to enforcing such policies in the workplace. In addition, new hires are given a new hire orientation which is approximately 3½ hours long and includes a discussion on non-discrimination policies and is accompanied by a video which gives examples of inappropriate discriminatory behavior and promotes respect for cultural diversity.

9. Defendant Bledsoe Dodge, LLC agrees that it shall impose substantial discipline--up to and including termination, suspension without pay or demotion--upon any supervisor or manager who engages in racial discrimination or race-based harassment or permits any such conduct to occur in his or her work area or among employees under his or her supervision, or who retaliates against any person who complains or participates in any investigation or proceeding concerning any such conduct. Defendant shall communicate this policy to all of its supervisors and managers.

10. Defendant Bledsoe Dodge, LLC agrees that it shall continue to advise all managers and supervisors of their duty to actively monitor their work areas to ensure employees' compliance with the company's policy against racial harassment, and to report any incidents and/or complaints of racial discrimination, race-based harassment and/or retaliation of which they become aware to the persons charged with handling such complaints.

11. Defendant Bledsoe Dodge, L.L.C. agrees that it will provide a memo to all managers in the Bankston Dodge of Grand Prairie and the Bankston Dodge Dallas dealerships to reiterate their duty to monitor their employees to insure compliance with anti-discrimination policies. A copy of this memo will be distributed to management and provided to the EEOC within fourteen (14) days after entry of this Consent Decree.

12. Defendant Bledsoe Dodge, LLC agrees that it shall include "commitment to equal

employment opportunity” as a criterion for qualification for supervisory positions.

13. Within fourteen (14) days after entry of this Consent Decree, Defendant Bledsoe Dodge, LLC agrees to remove from the Charging Parties’ personnel files all documents, entries and references relating to the following: the facts and circumstances which led to the filing of their charges of discrimination; the charges themselves; and the complaint filed by the EEOC in federal court based upon their Charges of Discrimination. Defendant shall send a report to the EEOC within fourteen (14) days after expungement, describing the specific items expunged from the Charging Parties’ personnel file.

14. Defendant Bledsoe Dodge, LLC agrees to pay the gross sum of \$ 40,000.00 to resolve all claims for all damages. From this gross payment, Anthony Barnett will receive \$20,000.00 and Barron Jackson will receive \$20,000.00. Within twenty-one (21) days of the entry of this Consent Decree, Defendant will issue a check, made payable to each aggrieved individual, in the above-referenced amounts. Anthony Barnett and Barron Jackson agree to pay all taxes, if any, which are required by law to be paid with respect to any amounts received by them under this Consent Decree. In connection with the payment of these amounts, Defendant Bledsoe Dodge, L.L.C. will issue a Form 1099. Anthony Barnett and Barron Jackson further agree not to make any claim against Bledsoe Dodge, L.L.C. in connection with any tax obligation which may be owed as a result of this payment. Anthony Barnett and Barron Jackson also agree to indemnify, defend, and hold harmless Bledsoe Dodge, L.L.C. from any claims, demands, deficiencies, levies, assessments, executions, judgments or recoveries by any governmental entity against Bledsoe Dodge, L.L.C. for any unpaid taxes or withholding, and any costs, expenses or damages sustained by Bledsoe Dodge, L.L.C. by reason of any such claims, including attorneys’ fees.

15. The payments, referenced in Paragraph 14 above, shall be made by two checks payable to Barron Jackson and Anthony Barnett, which checks shall be delivered to EEOC attorney Ronetta J. Francis, 207 S. Houston Street, Third Floor, Dallas, Texas 75202 in accordance with the timeframes referenced in Paragraph 14 above.

16. Bledsoe Dodge, L.L.C. will provide a neutral employment reference letter for Barron Jackson and one for Anthony Barnett, providing in each letter the dates of employment, the last position held and the last salary earned. These letters shall be provided to the EEOC within fourteen (14) days after the entry of this Consent Decree.

17. All reports to the EEOC required by this Decree shall be sent to Ronetta J. Francis, Senior Trial Attorney, EEOC, 207 S. Houston, Third Floor, Dallas, Texas 75202.

18. If Defendant Bledsoe Dodge, LLC fails to tender payment or otherwise fails to timely comply with the terms of paragraphs 14-15, above, Defendant shall:

- a. Pay interest at the rate calculated pursuant to 26 U.S.C. Section 6621(b) on any untimely or unpaid amounts from date of non-compliance; and
- b. Bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

19. Neither the EEOC, nor the Defendant shall contest the validity of this Consent Decree nor the jurisdiction of the federal district court to enforce this Consent Decree and its terms or the right of either party to the Consent Decree to bring an enforcement action upon breach of any term of this Consent Decree by either such party. Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in the event that Defendant Bledsoe Dodge, LLC fails to perform the promises and representations contained herein. The EEOC shall determine whether Defendant has complied with the terms of this Consent Decree and shall be authorized to seek

compliance with the Consent Decree through civil action in the United States District Court.

20. The term of this Decree shall be for two (2) years.

21. The parties to this Consent Decree agree to bear their own attorney's fees associated with the above-referenced Complaint.

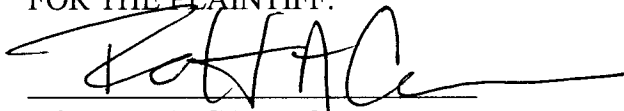
SO ORDERED, ADJUDGED AND DECREED this 1 day of April, 2004.

A. Jose Fish
U.S. DISTRICT COURT JUDGE

AGREED AS TO FORM AND SUBSTANCE:

Signed this 29th day of March, 2004.

FOR THE PLAINTIFF:



ROBERT A. CANINO

Regional Attorney

Oklahoma State Bar No. 011782

SUZANNE M. ANDERSON

Supervisory Trial Attorney

Texas Bar No. 14009470



RONETTA J. FRANCIS

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EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Dallas District Office

207 South Houston Street Third Floor

Dallas, Texas 75202

Tel No. (214) 253-2746; Fax No. (214) 253-2749

CONSENT DECREE

FOR THE DEFENDANTS:

A handwritten signature in black ink, appearing to read "Ruth Ann Daniels", is written over a horizontal line.

RUTH ANN DANIELS

Texas Bar No. 15109200

Connie K. Wilhite

Texas Bar No. 00792916

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