

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

CURT FOR JUDGE

NIGHT BOX
FILED

MAR 10 1999

CARLOS JUENKE
CLERK, USDC / SDFL / MIA

EQUAL EMPLOYMENT OPPORTUNITY)
 COMMISSION,)
)
 Plaintiff,)
)
 v.)
)
 MEARS TRANSPORTATION GROUP, INC.)
)
 and)
)
 A-1 LIQUIDATING CORPORATION,)
 f/k/a A-1 BUS LINES,)
)
 Defendants.)

CIVIL ACTION NO.
97-4375-CIV-MOORE

MAGISTRATE JUDGE BROWN



CONSENT DECREE

1. This Consent Decree (the "Decree") is made and entered into by and between Plaintiff, the Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC"), and Defendant A-1 Liquidating Corporation, f/k/a, A-1 Bus Lines (hereinafter referred to as "A-1"). The Commission and A-1 are collectively referred to herein as "the Parties."

2. On December 23, 1997, EEOC initiated this action by filing a Complaint against A-1 and Mears Transportation Group, Inc. EEOC's Complaint alleged, in part, that A-1 violated Title VII of the Civil Rights Act of 1964, as amended, including but not limited to, amendments authorized by the Civil Rights Act of 1991, 42

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U.S.C. Section 2000e *et seq.* ("Title VII"). In part, the Commission's Complaint alleged that the terms and conditions of Harriet Quarles' employment with A-1 was adversely affected because of her sex, female, and that she was later denied employment by A-1 in retaliation for her having filed a charge of discrimination with the Commission.

3. On June 30, 1998, A-1 filed its Answer to EEOC's Complaint, denying allegations contained in the EEOC's Complaint that its actions were discriminatory.

4. In the interests of resolving this matter and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by the entry of this Consent Decree (hereinafter referred to as "Decree"). This Decree is final and binding upon the Parties, their successors and assigns.

5. The Parties agree that this Decree resolves all claims against A-1 arising out of EEOC Charge Numbers 150-93-5284 and 150-94-2044, and the Complaint filed in this action, and constitutes a complete resolution of all claims under Title VII that were made or could have been made by the Commission against A-1 in this action. 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 referred to in this paragraph.

6. This Decree constitutes the complete agreement between the EEOC and A-1 with respect to the matters referred to herein. No representations or inducements to compromise this action have been made, other than those recited or referenced in this Decree. No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing, approved by all parties to this Decree and approved by the Court or ordered by the Court.

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:**

7. This Court has jurisdiction of the subject matter of this action and over the parties for the purposes of entering and enforcing this Decree.

GENERAL INJUNCTIVE PROVISIONS

8. Defendant A-1, its officers, managers and employees, are enjoined from engaging in conduct which violates Title VII of the Civil Rights Act of 1964, as amended, by adversely affecting the terms and conditions of any individual's employment or by discharging an employee or failing to hire an applicant for employment because of the gender of that person.

9. Defendant A-1, its officers, managers and employees, are enjoined from discriminating against any employee or applicant for employment who opposes any of Defendant's practices which the employee believes to be a violation of Title VII; who files a charge of discrimination with the EEOC alleging violation(s) of such statute; who cooperates with the EEOC in an investigation, proceeding and/or prosecution of any charge of discrimination; or who cooperated in the investigation or prosecution of this case.

TRAINING

10. Defendant A-1 has established a written policy of compliance with Title VII. A copy of Defendant A-1's Title VII compliance policy is attached hereto as Exhibit A. Defendant A-1 agrees to provide a complete copy of its Title VII policy to all its employees within 30 days of the entry of this Decree.

11. In order to further insure the effective implementation of Defendant A-1's anti-discrimination policies, Hank Bearsley, the President of A-1, at his own expense, will attend an EEOC sponsored Technical Assistance Program in Orlando, Florida, to be held July 27, 1999, at the Clarion Plaza Hotel.

POSTING

12. Defendant A-1 will post within seven days from the date of entry of this Decree the notice attached hereto as Exhibit B.

Said notice shall be posted at all A-1 facilities for 30 months on the front door of the office suite occupied by A-1 Liquidating Corporation at 4315 SW 34th Street, Orlando, Florida 32811.

MONITORING

13. Defendant A-1 will retain all employment records, including applications for employment, as required under federal law, for the duration of this Decree.

14. Defendant A-1 will provide a copy of this Decree to any employee who requests same.

15. Defendant A-1 will certify to the EEOC by December 24th of each year throughout the duration of this Decree, in a letter to the Miami District Office of the EEOC sent to the attention of Kelly Henderson, EEOC Trial Attorney, U.S. Equal Employment Opportunity Commission, at 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131, that it is in compliance with all aspects of this Decree.

MONETARY RELIEF

16. Defendant A-1 shall pay Harriet Quarles \$10,000.00. Payment to Harriet Quarles will be made within ten business days of the Court's execution of this Decree by certified mail with a return receipt requested. Defendant A-1 agrees to simultaneously provide the Miami District Office of the EEOC with a copy of these

payments or checks. Said copies shall be forwarded to the attention of Kelly Henderson at the address set forth in paragraph 15 of this Decree.

17. If the Defendant A-1 fails to tender the above-mentioned payment, it shall 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 bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

DISPUTE RESOLUTION

18. In the event that any of the Parties to this Decree believes that a party has failed to comply with any provisions(s) of this Decree, the complaining party shall notify the alleged non-complying party in writing of such non-compliance and afford the alleged non-complaining party ten (10) business days to remedy the non-compliance or satisfy the complaining party that it has complied. If the dispute is not resolved within ten (10) business days the complaining party may apply to the Court for appropriate relief.

ENFORCEMENT OF DECREE

19. The Commission and A-1 will make best efforts to effectuate the terms of this Decree.

20. The Commission and A-1 shall each have independent

authority to seek the judicial enforcement of any aspect, term or provision of this Decree.

21. The Court will take whatever measures it deems appropriate to effectuate the enforcement of the terms of this Decree.


COSTS

22. Each Party shall bear its own costs and attorneys' fees associated with this litigation.

DURATION OF CONSENT DECREE

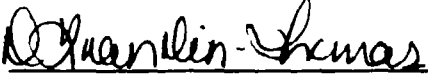
23. The duration of this Decree shall be 30 months from the date of entry of the Decree. During that time, this Court shall retain jurisdiction over this matter and the Parties for purposes of enforcing compliance with the Decree, including such orders as may be required to effectuate its purposes.

SO ORDERED, ADJUDGED AND DECREED, this 11th day of March, 1999.



United States District Judge

AGREED TO:
FOR THE PLAINTIFF,
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

by:  Date: 3/9/99
Delner Franklin-Thomas
Regional Attorney
U.S. Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower, Suite 2700
2 South Biscayne Boulevard
Miami, Florida 33131

AGREED TO:
FOR THE DEFENDANT


by:  Date: 3/2/99
RAMON de la CABADA, ESQ.
Law Office of Ramon de la Cabada
300 Sevilla Avenue, Suite 206
Miami, Florida 33134
305-443-7100
305-443-1775 FAX

EXHIBIT "A"

Subject: EMPLOYMENT

Equal Employment Opportunity

A-1 LIQUIDATING CORPORATION SUBSCRIBES TO A POLICY OF EQUAL EMPLOYMENT OPPORTUNITY, MAKING EMPLOYMENT AVAILABLE WITHOUT REGARD TO RACE, RELIGION, NATIONAL ORIGIN, CITIZENSHIP STATUS ACCORDING TO THE IMMIGRATION REFORM AND CONTROL ACT OF 1986, SEX, SEXUAL ORIENTATION, AGE, OR DISABILITY.

A-1 LIQUIDATING CORPORATION BELIEVES THAT EMPLOYEES HAVE A RIGHT TO WORK IN AN ENVIRONMENT FREE OF VERBAL OR PHYSICAL HARASSMENT ON ACCOUNT OF RACE, RELIGION, NATIONAL ORIGIN, SEX, SEXUAL ORIENTATION, AGE, DISABILITY, OR ANY PERSONAL CHARACTERISTIC. SUCH HARASSMENT ON THE PART OF SUPERVISORS OR EMPLOYEES WILL NOT BE TOLERATED.

The Civil Rights Act of 1964, as amended, makes it an unlawful employment practice:

To fail or refuse to hire or to discharge, or otherwise discriminate with respect to compensation, terms, conditions or privileges of employment because of race, color, religion, sex, or national origin.

To segregate, limit or classify employees in any way which deprives, or tends to deprive, any individual of employment opportunities or status because of race, color, religion, sex, or national origin.

The Federal Age Discrimination in Employment Act, applicable to individuals 40 years of age and older, makes it an unlawful practice:

To fail or refuse to hire or to discharge any individual or to otherwise discriminate against any individual with respect to compensation, terms, conditions, or privileges of employment because of such individual's age within the specified range of 40 and above.

To use age, 40 years and over, as a basis for limiting, segregating, or classifying employees in any way which deprives, or tends to deprive, any individual of employment opportunities or to otherwise adversely affect the employment status.

To reduce the wage rates of any employee in order to comply with the Act.

The Americans With Disabilities Act applies to qualified individuals with disabilities. Qualified individuals are persons who satisfy the skills, experience, educational, and other job-related requirements of the position who can perform the essential functions of the job with or without reasonable accommodation.

It is an unlawful employment practice:

To fail or refuse to hire or to discharge, or otherwise discriminate against qualified individuals' with disabilities with respect to compensation, terms, conditions, or privileges of employment because of the disability; or,

To segregate, limit, or classify employees in any way which deprives, or tends to deprive, any qualified individual with disabilities of employment opportunities or status because of the disability.

Bans on discriminatory treatment cover applicants for employment as well as employees.

Differential treatment is prohibited in all aspects of the employment relationship, including:

Hiring	Transfer
Discipline	Job Assignment
Promotion	Termination
Training	Rate of Pay

EXHIBIT "B" NOTICE

**NOTICE TO ALL EMPLOYEES AND APPLICANTS FOR EMPLOYMENT
POSTED PURSUANT TO AN ORDER OF THE
UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA**

This notice is being posted as part of a Consent Decree entered by the Court in EEOC v. Mears Transportation Group, Inc., and A-1 Liquidating Corporation, f/k/a A-1 Bus Lines, Civil Action No. 97-4375-CIV-MOORE. As part of the Consent Decree, A-1 Liquidating Corporation, has agreed that it will not discriminate against employees in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Title VII, protects individuals from discrimination in all aspects of employment, including hiring, because of their race, religion, color, national origin, or sex.

Furthermore, A-1 Liquidating Corporation assures its employees that it supports Title VII and 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 thirty months 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, (305) 530-6001 or (305)530-6006.

Signed this _____ day of _____, 1998.

PRESIDENT, A-1 LIQUIDATING CORPORATION