

REC-VEL

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

09 AUG 23 PM 4:05
U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
TAMPA, FLORIDA

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
WALPOLE, INC.,)
_____)

CIVIL ACTION NO.
99-999-CIV-T-26E

09 AUG 25 AM 9:40
FILED
[Signature]

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 Walpole, Inc. (hereinafter referred to as "Walpole"). The Commission and Walpole are collectively referred to herein as "the Parties."

2. On April 27, 1999, EEOC initiated this action by filing its Complaint against Walpole. EEOC's Complaint alleged that Walpole 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 U.S.C. Section 2000e et seq. ("Title VII"). The Complaint arose out of the allegations in an EEOC charge filed by Steven Colbourne ("Colbourne") against Walpole.

3. On July 16, 1999, Walpole filed its Answer to EEOC's Complaint, denying its actions were discriminatory in any way.

4. In the interests of resolving this matter, to avoid the costs of litigation, and as a result of having engaged in

SCANNED

14 *

comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by the entry of this 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 Walpole arising out of EEOC Charge Number 151-98-1155, and the Complaint filed in this action, and constitutes a complete resolution of all claims that were made by the Commission against Walpole in this action or that existed against Walpole 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 Walpole 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 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 Walpole, its officers, managers, employees, agents and partners, agree that they will not engage 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 race of that person.

9. Defendant Walpole, its officers, managers, employees, agents and partners, agree that it will not discriminate 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 the investigation and/or prosecution of any charge of discrimination; or who cooperated in the investigation or prosecution of this case.

TRAINING

10. Defendant Walpole has established a written policy of compliance with Title VII. A copy of Defendant Walpole's Title VII compliance policy has been provided to the EEOC and Defendant Walpole certifies that a complete copy of its Title VII policy has been provided to all its employees at its Mango, Florida facility.

11. In order to further insure the effective implementation of Defendant Walpole's anti-discrimination policies, Walpole will conduct training for all of its managers and supervisory personnel at its Mango, Florida facility on all aspects of Title VII. Such

training will be at least two hours in length and be conducted by the law firm of Malfitano Campbell & Dickinson, within six months of the entry of this Decree. Walpole agrees to provide the EEOC with certification that it conducted said training within 14 days after the training session occurs.

POSTING

12. Defendant Walpole will post within six weeks from the date of entry of this Consent [add date once signed] Decree the notice attached hereto as Exhibit A. Said notice shall be posted at Walpole's Mango, Florida facility for one year in a conspicuous location accessible to all employees.

13. Defendant Walpole will retain all employment records, including applications for employment, as required under federal law, or for the duration of this Decree, whichever is longer.

MONETARY RELIEF

14. Defendant Walpole shall pay Steven Colbourne five thousand dollars. Defendant Walpole 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 Jennifer H. Zawid, EEOC Trial Attorney, U.S. Equal Employment Opportunity Commission, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131.

15. If the Defendant Walpole fails to tender the above-mentioned payments as set forth in paragraph 14, then the Defendant 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

16. 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 complying 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

17. The Commission and Walpole will make best efforts to effectuate the terms of this Decree.

18. The Commission shall have independent authority to seek the judicial enforcement of any aspect, term or provision of this Decree.

COSTS

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

DURATION OF CONSENT DECREE

20. The duration of this Decree shall be one (1) year from

the date of entry of the Decree.

21. This case will be dismissed with prejudice. However, the Court will retain jurisdiction to enforce this Consent Decree during the one year period that said Decree is in effect.

SO ORDERED, ADJUDGED AND DECREED, this 25 day of August, 1999.

A handwritten signature in black ink, appearing to read 'R. Lazzara', is written over a horizontal line.

RICHARD A. LAZZARA
United States District Judge

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

by: Delner Franklin Thomas Date: 8-16-99
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 DEFENDANTS

by: John Campbell Date: 8/19/99


EXHIBIT "A" NOTICE
NOTICE TO ALL EMPLOYEES

This notice is being posted pursuant to an agreement reached in case no. 99-999-CIV-T-26E in the Middle District of Florida. Walpole, Inc., 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 their employment, including hiring, because of their race, religion, color, national origin, or sex.

Walpole, Inc., 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 one year 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)530-6005.

Signed this _____ day of _____, 1999.

PRESIDENT, Walpole, Inc.