

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)  
COMMISSION, )

Plaintiff, )

And )

CHRISTINE PICKELL, )

Plaintiff Intervenor, )

v. )

CONAM MANAGEMENT CORP. d/b/a )  
CONAM PROPERTY SERVICES, LTD. )

Defendant. )

CIVIL ACTION NO.:  
3:03cv837-J-16-HTS

CONSENT DECREE

1. This Consent Decree is entered into by and between Plaintiff, the Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC"), Plaintiff Intervenor, Christine Pickell (hereinafter referred to as "Plaintiff," "Intervenor" or "Pickell") and the Defendant, ConAm Management Corporation (hereinafter referred to as "Defendant" or "ConAm"). The Commission, the Intervenor, and ConAm are collectively referred to as the "Parties."
2. The Commission filed this action on September 30, 2003 under Title VII of the Civil Rights Act of 1964 ("Title VII") and Title I of the Civil Rights act of 1991 ("Title I") alleging unlawful employment practices on the basis of sex (female), and retaliation and to provide appropriate relief to Christine Pickell, who was allegedly adversely affected by such

practices.

3. The court granted Plaintiff-Intervenor's Motion to Intervene in the above-styled case. Plaintiff-Intervenor's Complaint alleged that ConAm violated Title VII and Title I, and the Florida Civil Rights Act ("FCRA").
4. ConAm denies that it has ever done business as ConAm Property Services, Ltd., and that it has subjected Plaintiff-Intervenor Pickell to unlawful sexual harassment and/or retaliation in violation of Title VII, Title I or the FCRA.
5. In the interest of resolving this matter, to avoid the costs of litigation, 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 Decree. This Decree is final and binding upon the Parties, their successors and assigns.<sup>1</sup>
6. The parties agree that this Decree resolves all claims against ConAm (including its officers, directors, shareholders, employees, agents, insurers and assigns) alleged in EEOC charge number 150 A3 01166 and civil action number 3:03cv837-J-16HTS, as well as any and all claims the EEOC may have against ConAm arising out of Pickell's employment. The Parties further agree that this Decree does not resolve other charges of unlawful employment practices, if any, filed by or on behalf of individuals other than Plaintiff-Intervenor Pickell against ConAm that may be pending with the EEOC. This Decree does not purport to resolve any claims arising from allegations of retaliatory conduct by ConAm occurring after the entry of this Consent Decree.
7. No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing and approved by all parties to this Decree.
8. ConAm acknowledges that gender discrimination and sexual harassment in employment are

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<sup>1</sup> The geographic scope of this Consent Decree is Duval County, Florida and St. Johns County, Florida.

unlawful practices prohibited by Title VII and the FCRA.

9. ConAm acknowledges that it is unlawful under both Title VII and the FCRA for an employer to retaliate against an employee for opposing a practice made unlawful by Title VII or the FCRA, or for participating in the filing of a Charge of Discrimination, for cooperating with an investigation conducted by the EEOC, or for offering testimony or information to the EEOC in the above styled litigation.

10. By entering into this Decree, the parties acknowledge that ConAm denies that it has discriminated or retaliated against Plaintiff-Intervenor Pickell in any way.

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:

#### **1. JURISDICTION**

11. This court has jurisdiction of the subject matter of this action and over the Parties for the purpose of entering and enforcing this Decree.
12. No party shall contest the jurisdiction of this Federal Court to enforce this Decree and its terms or the right of the parties to bring an enforcement suit upon breach of any terms of this Decree.

#### **II GENERAL PROVISIONS AND INJUNCTIVE RELIEF**

13. ConAm agrees to conduct its employment practices at the properties it manages in compliance with Title VII's prohibition regarding conduct which adversely affects the terms and conditions of any individual's employment because of their sex.
14. ConAm agrees to conduct its employment practices at the properties it manages in compliance with Title VII's prohibition regarding discrimination against any individual who opposes any of Defendant's practices which the employee believes in good faith to be



unlawful employment discrimination, who files a charge of discrimination with the EEOC alleging violations of the Statutes the Commission enforces; who cooperates with the EEOC in investigation and/or prosecution of any charge of discrimination; or who cooperated in the investigation or who offered testimony or information in the above styled litigation which resulted in this Consent Decree.

### **III. DEVELOPMENT OF POLICES AND TRAINING**

15. ConAm has established a written sexual harassment and retaliation policy which was in effect prior to the alleged wrongful acts alleged by Plaintiff-Intervenor Pickell and such policy is attached hereto as "Exhibit A." As of January 30, 2005, a complete copy of this policy will be distributed again to all its current employees at all Duval and St. Johns County, Florida properties that are managed by ConAm as of December 30, 2004. Defendant further agrees that all new employees will be provided a copy of the policy within one week of employment.
16. ConAm will conduct a four (4) hour annual training throughout the duration of this Decree for all of its Regional Portfolio Managers and Community Directors in the Duval and St. Johns County, Florida properties managed by ConAm, with specific emphasis on recognizing sexual harassment and acts that constitute unlawful retaliation and the proper procedure to be followed if they become aware of sexual harassment or retaliation for complaining about sexual harassment. ConAm agrees to provide the EEOC with at least two (2) weeks notice before it conducts its training session(s), with the date(s) and location(s) of the training, the identification of the training materials to be used at the training session, and the name and job title of the employees who it anticipates will be in attendance at the training. The training will be conducted by outside counsel or outside human resource consultants who specialize in employment matters.

17. Defendant agrees that the training described in paragraph 16 shall be conducted by June 20, 2005, and should thereafter take place by July 30<sup>th</sup> annually for the duration of this Decree. Defendant further agrees that the training described in paragraph 16 shall be given to all new Regional Portfolio Managers and Community Directors who did not attend the annual training within ninety (90) days of being placed in the position.

#### **IV. POSTING**

18. At each of the properties managed by ConAm within the Duval and St. Johns County, Florida area, ConAm shall post a 11x17 size copy of the Notice attached hereto as Exhibit "B" within thirty (30) days of the entering of this Decree. Said notice shall be posted in conspicuous locations accessible to all employees. (i.e. break room, employee bulletin board, cafeteria, above water fountain; etc). This Notice is to remain posted for the duration of this Decree.

#### **V. REPORTING AND MONITORING**

19. For all properties managed by ConAm within Duval and St. Johns County, Florida, ConAm will retain all employment records relating to: (1) complaints made to one of its supervisors, managers, or human resource staff members about alleged sexual harassment or retaliation for complaining of sexual harassment; and (2) any investigation of alleged sexual harassment or retaliation for complaining of sexual harassment, as required by federal law.
20. For the duration of this Decree, ConAm will provide the EEOC with information regarding each instance in which any person employed at Defendant's Duval and/or St. Johns County locations has complained to his or her Manager, Regional Portfolio Manager, Human Resources Department, or the President that he or she has been subjected to sexual harassment or retaliation while working at Defendant's Duval and/or St. Johns County locations during the preceding year. The information provided will include a description of

the allegations made by the complaining party, Defendant's actions in response to the complaint, and the outcome regarding such complaint. The first report shall be submitted no later than July 30, 2005, and each report thereafter shall be produced annually on July 30 throughout the duration of this decree. ConAm will provide upon request by the Commission (a) a copy of the complaint, if a written complaint was filed.

21. ConAm will certify to the EEOC annually throughout the duration of this Decree that it is in compliance with Paragraphs 15 through 22 of this Decree. The first such certification will be due no later than July 30, 2005, and thereafter annually on July 30<sup>th</sup> throughout the duration of this Decree.
22. ConAm will appoint one individual who shall be responsible for coordinating Defendant's compliance with this Consent Decree and for providing reports to the EEOC. This person shall be appointed and the EEOC notified of his or her identity within 15 days of the Court's approval of this Consent Decree. All reports and documents required to be delivered by Defendant to the EEOC pursuant to this Consent Decree shall be mailed with the notation: CONAM MONITORING to: United States Equal Employment Opportunity Commission, Attention: Office of the Regional Attorney, 1 Biscayne Tower Building Suite 2700, 2 South Biscayne Blvd. Miami, FL 33131

#### **VI. MONETARY RELIEF**

23. ConAm shall pay Pickell a lump sum in the amount of Eighty Six Thousand dollars (\$86,000.00), less any applicable withholding taxes, in resolution of all of Pickell and EEOC's claims for lost wages and compensatory damages in this litigation within fifteen (15) calendar days from entry of the Decree by the Court. The payment shall be by certified mail in the name of: "Christine Pickell and Archibald J. Thomas, III PA, her attorney." A copy of the check(s) shall be forwarded to the attention of Jennifer Brown, Trial Attorney, U.S. Equal



Employment Opportunity Commission, One Biscayne Tower, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131.

24. If Defendant fails to tender the above-mentioned payments, the Defendant shall:
- a. pay interest on the defaulted payment at the rate calculated pursuant to 26 U.S.C. § 6621(b) until the same is paid; and
  - b. bear any additional costs incurred by EEOC caused by non-compliance or delay of the Defendant.

#### **VII. ENFORCEMENT**

25. The Parties shall have independent authority to seek judicial enforcement of each aspect, term, provision and attachment of this Decree. However, the EEOC shall not seek such judicial enforcement unless it has first: (1) given Defendant a written notice of its intention to seek judicial enforcement, which notice shall specify the alleged breach for which judicial enforcement shall be sought; and (2) provided Defendant at least 30 days to cure any alleged breach of any terms, except the provisions set forth in Section VI, Paragraph 23 entitled monetary relief, for which court enforcement may be sought immediately. The Commission will take whatever measures it deems appropriate to effectuate the enforcement of the terms of this decree.

#### **VIII. COSTS**

26. Each party shall bear its own costs and attorney's fees associated with the above-referenced litigation.

#### **IX. DURATION OF CONSENT DECREE**

27. The duration of this Decree shall be three (3) years from the date of entry of the Decree.

SO ORDERED ADJUDGED AND DECREED, this \_\_\_\_ day of December 2004.

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UNITED STATES DISTRICT JUDGE

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

by: *Delner Franklin Thomas*  
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

Date: 12/23/04

AGREED TO:  
FOR THE PLAINTIFF-INTERVENORS  
CHRISTINE PICKELL

by: *Dan Williams*  
P. Daniel Williams  
The Law Offices of Archibald J. Thomas, III, P.A.  
Suite 1640 Riverplace Tower  
1301 Riverplace Blvd  
Jacksonville, FL 32207  
Attorney's for the Intervenor

Date: 12/17/04



AGREED TO:

FOR THE DEFENDANT

CONAM MANAGEMENT CORPORATION

d/b/a CONAM PROPERTY SERVICE, LTD.

by:

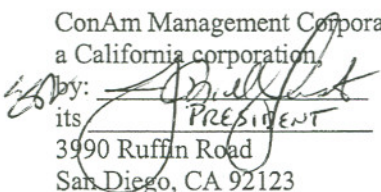
  
F. Damon Kitchen  
Constangy, Brooks & Smith, LLC  
200 West Forsyth Street, Suite 1610  
P.O. Box 41099 (32203-1099)  
Jacksonville, FL 32202  
(904) 356-8900

Date: 12/21/04

ConAm Management Corporation,  
a California corporation,

by:

its

  
PRESIDENT  
3990 Ruffin Road  
San Diego, CA 92123

Date: Dec. 15, 2004