

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

KANON SERVICE CORPORATION,

Defendant.

Case No. 98-1166-CIV-ORL-22B

99 DEC 17 10:00
CLERK
MIDDLE DISTRICT
ORLANDO
FLORIDA

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, Kanon Service Corporation (hereinafter referred to as ("Kanon"). The Commission and Kanon are collectively referred to as "the Parties".

2. On June 22, 1998, the Commission initiated this action by filing a Complaint which alleged that Kanon violated Title VII of the Civil Rights Act of 1964, and Title I of the Civil Rights Act of 1991, 42 U.S.C. Section 2000e et. seq. ("Title VII"). In part, the Commission's Complaint alleged that Kanon violated Title VII, when it discharged Michael A. Blacksher from his position as Supervisor of Cabin Services because of his religion, Seventh Day Adventist, which prohibited him from working on Saturdays. Kanon denies these allegations and does not admit liability for a violation of Title VII.

3. In the interest 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

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entry of this Decree. This Decree is final and binding upon the Parties, their successors and assigns.

4. The Parties agree that this Decree resolves all claims arising out of EEOC Charge Number 150-95-0632, and the Complaint filed in this action, and constitutes a complete resolution of all claims under Title VII made by the Commission 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.

5. This Decree constitutes the complete agreement between the EEOC and Kanon with respect to the matters referred to herein. No representations or inducements to compromise this action have been made, other than those recited or referred to in the 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.

NOW THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, and based upon the pleadings filed by the Parties, it is **ORDERED AND DECREED THAT**:

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

GENERAL INJUNCTIVE PROVISIONS

6. Defendant, Kanon, its officers, managers, employees, partners, and agents are enjoined from engaging in any employment activities which discriminate against individuals on the basis of their religion in violation of Title VII of the Civil Rights Act of 1964, as amended, and Title I of the Civil Rights Act of 1991. Specifically, the Defendant shall not use religion as a basis for hiring or firing any employee or potential employee.

7. Defendant Kanon, its officers, managers, employees, partners, and agents are enjoined

from discriminating against any individual who opposes any of Defendant's practices which the employee believes to be in 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, proceeding and/or prosecution of any charge of discrimination; or who cooperated in the investigation or prosecution of this case.

TRAINING

9. Defendant Kanon has established a written policy of compliance with Title VII. Defendant Kanon's Title VII compliance policy is attached hereto as Exhibit A. Kanon agrees to provide a complete copy of its Title VII policy to all of its employees by January 15, 2000.

10. In order to further insure the effective implementation of Defendant Kanon's anti-discrimination policy, Kanon will conduct training for all of its managers and supervisory personnel on all aspects of Title VII on an annual basis. Such training will be at least two hours in length and the annual sessions will be conducted, respectively, by March 1, 2000; March 1, 2001; and March 1, 2002, throughout the duration of this Decree. Kanon agrees to provide the EEOC, at least two weeks written notice before it conducts its training session(s), with the date and location of the training, copies of all training materials to be used at the training session, the name of the individual(s) who will be providing the training and a list of the names and titles of each employee who will be in attendance at the training. Additionally, Kanon agrees that the EEOC may, at the EEOC's discretion, attend any of the training session(s).

POSTING

11. Defendant Kanon will post by January 15, 2000, the General Notice of Rights against

Employment Discrimination, attached hereto as Exhibit B and the Specific Notice against Employment Discrimination, attached hereto as Exhibit C. Said notices shall both be posted in a conspicuous location at Kanon facilities until December 31, 2002.

MONITORING

12. Defendant Kanon shall by January 15, 2000, sign five original employment reference letters, attached hereto as Exhibit D, on behalf of Michael A. Blacksher, and at the same time provide all original signed letters to Michael A. Blacksher and a signed copy to the EEOC.

13. Defendant Kanon will retain all employment records, including but not limited to, all documents regarding termination of employees, as required under federal law.

14. Defendant Kanon will provide a copy of this Decree to any employee who requests it.

15. Defendant Kanon will certify to the EEOC by November 1st of each year throughout the duration of this Decree that it is in compliance with all aspects of this Consent Decree.

MONETARY RELIEF

16. Defendant Kanon shall pay Michael A. Blacksher \$15,282.00 in back pay, less amounts required to be withheld for federal, state and local taxes and withholdings. Kanon shall be responsible for the payment of the employer's share of any federal, state or local taxes due without deduction from these stated damages. Defendant Kanon agrees to pay the aforesaid amount to Michael A. Blacksher in full by way of three scheduled payments in order to fulfill the terms of this Decree. Each payment is to be sent by certified mail with a return receipt requested. Defendant Kanon agrees to simultaneously provide the Miami District Office of the EEOC with a copy of each payment or checks as well as a copy of the certified mail notice. Said copies shall be forwarded to the attention of Pamela Pride-Chavies, EEOC Senior Trial Attorney, U.S. Equal Employment Opportunity Commission, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131. The first

payment to Michael A. Blacksher shall be made in the amount of eight thousand five hundred dollars, (\$8,500.00), will be made before December 24, 1999. The second and third payments in equal amounts of three thousand three hundred and ninety-one dollars (\$3391.00) shall be paid to Michael A. Blacksher by January 24, 2000, and by February 24, 2000, by certified mail with a return receipt requested.

17. If Defendant Kanon fails to tender the abovementioned payments to Michael A. Blacksher at the designated times stated herein, 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 noncompliance 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 noncomplying 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 shall have independent authority to seek the judicial enforcement of any aspect, term or provision of this Decree.

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

COSTS

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

DURATION OF CONSENT DECREE

22. The duration of this Decree shall be three (3) years, until December 31, 2002. During that time, this Court shall retain jurisdiction over this matter and the Parties for purposes of enforcing compliance of the Decree, including any such orders as may be required to effectuate its purposes.

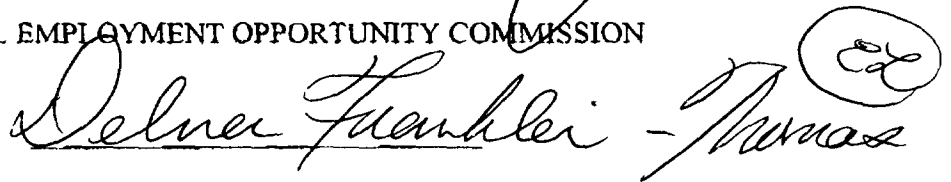
The foregoing is therefore, **ORDERED, ADJUDGED AND DECREED**, this 17th day of December, 1999.

United States District Judge


ANNE C. CONWAY

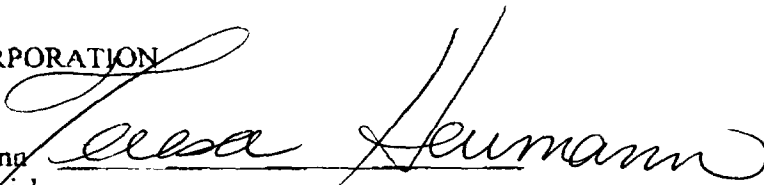
Agree To:
For The Plaintiff,
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Date: December 16, 1999
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

Agree To:
For The Defendant
KANON SERVICE CORPORATION

Date: December __, 1999
Teresa Adamson Herrmann
c/o Muller, Mintz, Kornreich
Caldwell, Casey, Crosland &
Brannick P.A.
Citrus Center, Suite 1525
255 South Orange Avenue



Orlando, Florida 32801
Attorney for Defendant Kanon Service Corporation

Kanon Consent Decree

EQUAL EMPLOYMENT OPPORTUNITY

Kanon Service Corporation provides equal employment opportunities to all employees and applicants for employment without regard to race, color, religion, sex, national origin, age, disability, or status as a Vietnam-era or special disabled veteran in accordance with applicable federal laws. In addition, Kanon Service Corporation complies with applicable state and local laws governing nondiscrimination in employment in every location in which Kanon Service Corporation operates or has facilities. This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.



Equal Employment Opportunity is THE LAW

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH HANDICAPS

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of handicap and requires affirmative action to employ and advance in employment qualified individuals with handicaps who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA AND SPECIAL DISABLED VETERANS

38 U.S.C. 4212 of the Vietnam Era Veterans Readjustment Assistance Act of 1974 prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans and qualified special disabled veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 523-9368, or an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you immediately should contact:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 800-3302.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

INDIVIDUALS WITH HANDICAPS

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of handicap in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against handicapped persons who, with reasonable accommodation, can perform the essential functions of a job.

If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

POSTED PURSUANT TO A CONSENT DECREE
APPROVED BY THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA, ORLANDO DIVISION

Pursuant to Title VII of the Civil Rights Act of 1964, as amended, discharging an individual because of his/her religious beliefs can constitute discrimination violation of Title VII. Kanon will not discriminate against its employees in violation of Title VII. Specifically, Kanon assures its employees that it will not tolerate religious discrimination in the workplace. This Notice is posted as a result of Equal Employment Opportunity Commission v. Kanon Service Corporation, Civil Action Number 98-1166-CIV-ORL-22B.

Title VII also protects individuals from discrimination in employment because of race, color, sex or national origin. This includes protection against discrimination in firing, discipline, hiring, fringe benefits, pay and other terms and conditions of employment.

It is also unlawful for an employer to retaliate in any manner against any person because of their opposition to any practice declared unlawful under Title VII.

Kanon Service Corporation assures its employees and applicants that it will comply with Title VII and will not take any action against individuals because they have exercised their rights under this law. Employees and applicants for employment with Kanon Service Corporation, who have questions about their rights under Title VII may telephone the EEOC's toll free Hot Line at 1-800-USA-EEOC (~~Check number~~) or (305)536-4491.

This notice shall remain posted for three (3) years from the date signed. Signed this ____ day of _____, 1999.

Y.C. Lee
Vice President, Kanon Service Enterprises Corporation



[Defendant's Letterhead Inserted Here]

EXHIBIT D

To Whom It May Concern:

This letter is to recommend Michael A. Blacksher for a position of employment. Mr. Blacksher previously worked at the Kanon Service Enterprises Corporation as both a Cabin Service Supervisor and as an Inventory Specialist. During the time he was employed with us he performed his job proficiently, professionally and as expected in his supervisory capacity.

Mr. Blacksher is the type of individual who your company should find a pleasure to employ.

Sincerely yours,

Y.C. Lee

Vice President, Kanon Service Enterprises Corporation

