

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

UNITED STATES EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

CIVIL ACTION NO.
8:03-CIV-568-T-24MAP

v.

CHECKERS DRIVE-IN
RESTAURANTS, INC.,

Defendant.

_____ /

CONSENT DECREE

1. This Consent Decree ("Decree") is made and entered into by and between Plaintiff, the Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC"), and Checkers Drive-In Restaurants, Inc., (hereinafter referred to as "Defendant," or "Checkers"). The Commission and Checkers are collectively referred to herein as "the Parties."

2. On March 27, 2003, EEOC initiated this action against Checkers under Title VII of the Civil Rights Act of 1964, and Title I of the Civil Rights Act of 1991, to correct alleged unlawful employment practices on the basis of sex, and to provide appropriate relief to Stephanie C. Credit. EEOC alleges that Ms. Credit was subjected to sexual harassment by Andrew Depsota, a management official of Checkers. The Commission alleges that the conduct was sufficiently severe and pervasive to constitute an intimidating, hostile and offensive work environment, and that as a result of the hostile work environment, the conditions of Ms. Credit's employment were so intolerable that she was forced to resign her position. On May 9, 2003, Ms. Credit intervened in this action and brought claims of discrimination based on her sex and constructive discharge under Title VII, as well as under 42 U.S.C. §1981 and the Florida Civil Rights Act of 1992.

3. Defendant denies the allegations brought by the EEOC, Plaintiff-Intervenor and the allegations in the Complaint filed in this civil action and makes no admission of liability by entering into this Consent Decree.

4. In the interest of resolving this matter to avoid the cost 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 on the Parties, their successors and assigns.

5. The Parties agree that this Decree resolves all claims against Checkers alleged in EEOC Charge Number 151 A2 00861 and the Complaints filed 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.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Decree, and based on the pleadings filed by the Parties, it is hereupon:

ORDERED, ADJUDGED AND DECREED THAT:

JURISDICTION

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

7. No party shall contest the jurisdiction of this federal court to enforce this Decree and its terms or the right of the EEOC to seek enforcement of the Decree in the event Defendant breaches any of the terms of this Decree.

GENERAL INJUNCTIVE PROVISIONS

8. Checkers, its officers, managers, employees, agents and partners, are hereby 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 by subjecting the employee to a hostile work environment on the basis sex.

9. Checkers, its officers, managers, agents and partners, agree that it will not discriminate against any employee in this matter who opposed any of Defendant's practices which the employee believed to be a violation of Title VII; who filed a charge of discrimination with the EEOC alleging violation(s) of such statute; or who cooperated with the EEOC in the investigation or prosecution of this case.

TRAINING

10. Checkers has established a written policy of compliance with Title VII which is attached hereto as Exhibit A. A complete copy of this policy will be distributed to all its current employees who are employed at its facilities in Hillsborough County, Pinellas County and Pasco County, Florida on or before March 31, 2005. Checkers further agrees that all new employees employed at its facilities in Hillsborough County, Pinellas County and Pasco County, Florida will be provided a copy of the policy within one week of employment.

11. In order to further ensure the effective implementation of Defendant's anti-discrimination policies, Checkers will conduct a one (1) day annual training throughout the duration of this Decree for all of its managers and supervisory personnel employed at its facilities in Hillsborough County, Pinellas County and Pasco County, with specific emphasis on recognizing sexual harassment and the proper procedure to be followed if they become aware of sexual harassment in the workplace and/or if they receive a complaint of such discrimination. Defendant 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 will be in attendance at the training. The training will be conducted by the Dugan Fry of Checkers Training Department in conjunction with representatives of Macfarlane Ferguson & McMullen, P.A. EEOC may, at its discretion, be in attendance at the training.

12. Defendant agrees that the training described in paragraph 11 shall be conducted within five months of the entry of this Decree, and, should thereafter take place by June 30th annually for the duration of this Decree. Defendant further agrees that the training described in paragraph 11 shall be given to all new managers and supervisors employed at its facilities in Hillsborough County, Pinellas County and Pasco County, who did not attend the annual training, within thirty (30) days of being placed in a management or supervisory position.

POSTING

13. The Defendant will post within seven (7) days from the Court's execution of this Decree, a laminated 11" x 14" sized copy of the Notice attached hereto as Exhibit B. Said poster shall be posted at the restaurants located in Hillsborough County, Pinellas County and Pasco County for the duration of this Decree in conspicuous locations accessible to all employees (i.e. employee bulletin board or lunch room).

MONITORING

14. The Defendant will retain all employment records relating in any way to any complaint made to a supervisor, manager or human resource officer and to any investigation of sexual harassment at any of Defendant's facilities in Hillsborough County, Pinellas County and Pasco County, Florida for the duration of this Consent Decree and as required by federal law.

15. The Defendant will provide the EEOC every six (6) months with the name, last known address and last known phone number of any person employed at its facilities in Hillsborough County,

Pinellas County and Pasco County, who has complained to his or her Manager/Supervisor, Human Resources Department, or the President that he or she has been subjected to sexual harassment while working at any of the restaurants in Hillsborough County, Pinellas County and Pasco County during the preceding six (6) months. Checkers will also state its actions taken in response to each such allegation. The first report shall be submitted no later than June 30, 2005, and thereafter by June 30th and December 31st annually, throughout the duration of this Decree. The Defendant will provide upon request by the Commission any and all documentation associated with each such complaint.

16. Defendant will certify to the EEOC every six (6) months throughout the duration of this Decree that it is in compliance with all aspects of this Decree. The first such certification will be due no later than June 30, 2005, and thereafter by June 30th, and December 31st annually, throughout the duration of this Decree.

MONETARY RELIEF

17. Checkers has paid monetary relief in order to resolve this case in an amount acceptable to Plaintiff Intervenor, EEOC and Defendant. The EEOC may disclose the monetary amount paid to resolve this case as it deems appropriate.

ENFORCEMENT OF 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 associated with this litigation.


DURATION OF CONSENT DECREE

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

SO ORDERED, ADJUDGED AND DECREED, this ____ day of March, 2005.


SUSAN C. BUCKLEW
UNITED STATES DISTRICT JUDGE

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

by: 
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Date: 3/9/05

AGREED TO:
FOR THE DEFENDANT
CHECKERS DRIVE-IN RESTAURANTS, INC.

by: 
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Date: 3/3/2005