

JUN 07 2007

JAMES N. MATTEN, Clerk  
By *[Signature]* Deputy Clerk

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF GEORGIA  
ATLANTA DIVISION**

**EQUAL EMPLOYMENT** )  
**OPPORTUNITY COMMISSION,** )  
 )  
**Plaintiff,** )  
 )  
**v.** )  
 )  
**AAA PARKING,** )  
 )  
**Defendant.** )  
\_\_\_\_\_ )

**CIVIL ACTION NO.  
1:06-CV-2278-JTC-ECS**

**CONSENT DECREE**

This action was instituted on September 21, 2006 by the Equal Employment Opportunity Commission ("EEOC" or the "Commission") against the Defendant AAA Parking, Inc (hereinafter, the "Defendant") pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (hereinafter "Title VII"), and the Civil Rights Act of 1991, 42 U.S.C. § 1981(a), to remedy the alleged wrongful practices identified in the Complaint filed in this action.

In its Complaint, the Commission alleged that Anissa Moussa ("Moussa") requested a reasonable accommodation from the Defendant in order to comply with her sincerely held religious beliefs as a Muslim. The Commission further alleged that the Defendant refused to provide Ms. Moussa with a reasonable accommodation, and

instead, terminated her from her position as cashier at its Atlanta, Georgia facility in violation of Title VII. In its Complaint the Commission also sought make whole relief including, but not limited to, back pay with interest, compensatory and punitive damages, and injunctive and other affirmative relief. The Defendant filed its Answer to the Complaint on December 13, 2006. In its Answer, the Defendant denied that it had violated Title VII as alleged in the Complaint, and requested that the Court deny any relief to the Commission based on the Complaint.

The parties to this action desire to avoid the additional expense, delay, and uncertainty which would result from the continuance of this litigation, and desire to formulate a plan to be embodied in this Consent Decree which will promote and effectuate the purposes of Title VII. The parties want to conclude fully and finally all claims arising out of the Commission's Complaint and the charges of discrimination filed with the Commission by Ms. Moussa. They enter into this Consent Decree to further the objectives of Title VII and equal employment opportunity. This Consent Decree is not to be deemed or construed to be an admission of liability or wrongdoing by Defendant but constitutes the good faith settlement of a disputed claim.

This Court has jurisdiction over the subject matter of this action and over the

parties to this action, as the employment practices alleged to be unlawful in the Complaint filed herein occurred within the jurisdiction of the Northern District of Georgia, Atlanta Division.

This Court has reviewed the terms of the proposed Consent Decree in light of the pleadings and the applicable law and regulations, and has approved this Consent Decree as one which will promote and effectuate the purposes of Title VII.

Now, therefore, this Court being fully advised in the premises, it is hereby ORDERED, ADJUDGED, AND DECREED:

**I. JURISDICTION AND VENUE**

Jurisdiction of this Court is pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343, and 1345. This action is authorized pursuant to Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-5(f)(1) and (3), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981(a).

**II. DISCLAIMER OF VIOLATION**

It is understood and agreed that the negotiation, execution, and entry of this Consent Decree by the parties shall not constitute an adjudication or finding on the merits of this case, and shall not be construed as an admission by either party with respect to the claims or defenses asserted in this case. Nothing in this Consent Decree

shall be admissible in any other judicial or administrative proceeding for any purpose except to enforce the terms of this Consent Decree.

### **III. NON-RETALIATION PROVISION**

Defendant agrees that it, including its officers, agents, managers, supervisors, successors or assigns, and all those in active concert or participation with it, will not retaliate against any person because that person is a beneficiary of this Consent Decree, or has provided information or assistance, or has participated in any other manner, in any investigation or proceeding relating to this Consent Decree. Defendant agrees that it will not discriminate against any employee for engaging in protected activity under Title VII. Defendant acknowledges its obligation not to retaliate or take any adverse action against any employee or applicant in the future because any such individual has filed a charge or opposed a practice believed to be in violation of Title VII.

### **IV. INSTRUCTION TO MANAGEMENT**

Within thirty (30) days from the entry of this Decree, Defendant shall certify, in writing, to the EEOC that all management and supervisory personnel who are currently employed at its Atlanta, Georgia facilities have been instructed as to the terms of this Consent Decree (other than the monetary amount of the settlement), and

the full meaning of the provisions of the Notice to be posted, and that Defendant has reaffirmed with these employees that employment decisions are not to be made on any basis that is prohibited by Title VII. All written certification required by this Section shall be addressed to Robert K. Dawkins, Regional Attorney, EEOC Atlanta District Office, 100 Alabama Street SW, Suite 4R30, Atlanta, Georgia 30303.

**V. TRAINING**

During the term of this Consent Decree, the Defendant shall hold at least one training session, the cost of which is to be borne by Defendant, to be attended by every employee (non-supervisory and supervisory employees) assigned to its Atlanta, Georgia facilities on their rights and obligations arising under Title VII, including, but not limited to, the Defendant's obligations under Title VII when making employment decisions regarding religious accommodation. The above referenced training shall be completed within one hundred and twenty (120) days of the entry of this Consent Decree.

The Defendant shall provide written certification to the Commission of training completed pursuant to this Section within fifteen (15) days following completion of training. The certification shall include the name(s) and qualifications of the person(s) providing instruction, names and job titles of attendees, length of training,

training topics, and any other pertinent information about the training. If written materials are utilized, the Commission shall be supplied with a copy prior to the training.

All written notice and certification required by this Section of the Consent Decree shall be addressed and forwarded to Robert K. Dawkins, Regional Attorney, EEOC Atlanta District Office, 100 Alabama Street SW, Suite 4R30, Atlanta, Georgia 30303.

**VI. REPORTING REQUIREMENT**

Every six (6) months for the duration of this Consent Decree, Defendant shall certify in writing to the Regional Attorney whether any person employed at any of Defendant's Atlanta, Georgia facilities has requested a religious accommodation from management, whether orally or in writing. For each person who has made such a request, the summary report shall state in writing, the following information:

- (a) The date of the request(s);
- (b) The specific accommodation that was requested;
- (c) The name and title of the Defendant official(s) who received the request;
- (d) Whether the person's initial accommodation was granted and, if not, the reason(s) why the Defendant failed to grant his/her initial request;

- (e) What accommodation, if any, was granted by the Defendant in response to the request; and
- (f) If the Defendant failed to grant any type of accommodation, the reason(s) why the Defendant failed to grant an accommodation.

The required report shall be addressed and forwarded to Robert K. Dawkins, Regional Attorney, EEOC Atlanta District Office, 100 Alabama Street SW, Suite 4R30, Atlanta, Georgia 30303.

**VII. REASONABLE ACCOMMODATION POLICY AND PROCEDURES**

The Defendant agrees to implement and maintain a written policy and related procedures for reasonably accommodating the sincerely held religious beliefs of its employees that are consistent with Title VII and the relevant caselaw. The written policy and procedures shall cover employees at all of the Defendant's Atlanta, Georgia facilities. The Defendant is to implement the written policy and procedures within thirty (30) days after the entry of this Consent Decree. The Defendant shall provide a copy of its written religious accommodation policy and procedures to the Regional Attorney at the above-referenced address within forty-five (45) days of the entry of this Consent Decree.

**VIII. NOTICES TO BE POSTED**

Defendant shall post at each of its Atlanta, Georgia facilities the Notice attached hereto as Exhibit A for thirty-six (36) calendar months immediately following the Court's entry of this Consent Decree. The posting required by this Section shall be conspicuously made in the employee work area(s) so that each employee at the Defendant's Atlanta, Georgia facilities will observe at least one such posting when at the facility. The Defendant shall certify the completion of the posting to the Commission within thirty (30) days from the entry of this Consent Decree. All written certification required by this Section shall be addressed to Robert K. Dawkins, Regional Attorney, EEOC Atlanta District Office, 100 Alabama Street SW, Suite 4R30, Atlanta, Georgia 30303.

The Commission shall be allowed to enter upon Defendant's Atlanta, Georgia facilities to confirm the Defendant's compliance with this Section of the Consent Decree. The Commission shall provide the Defendant with ten (10) calendar days notice prior to its entry upon any such facility. Should the Notice become defaced, marred, or otherwise unreadable, Defendant shall ensure that a new, readable copy of the Notice is posted in the same manner as heretofore specified within five (5) business days after learning of the defacement, etc.



**IX. CHARGING PARTY'S INDIVIDUAL RELIEF**

The Defendant, in settlement of all claims alleged by the Commission in its Complaint, shall pay Ms. Moussa within ten (10) days of the entry of this Consent Decree the gross amount of \$29,500, by two separate checks made payable to her, as follows: one check in the amount of \$5,000, minus statutorily required deductions, and one check in the amount of \$24,500 for non-wage compensatory damages. The checks will be forwarded to Ms. Moussa at 2300 East Franklin, Apt. 313, Minneapolis, Minnesota 55406. Ms. Moussa will be responsible for paying income taxes, if any. Within five (5) working days of issuing the checks to Ms. Moussa, the Defendant will mail a copy of the checks to Robert K. Dawkins, Regional Attorney, EEOC Atlanta District Office, 100 Alabama Street SW, Suite 4R30, Atlanta, Georgia 30303.

**X. TERM OF DECREE AND PERIOD OF JURISDICTION**

This Consent Decree shall continue to be effective and binding upon the parties to this action for a period of thirty-six (36) calendar months immediately following the entry of the Decree, provided that all remedial benefits required hereby have been received or offered prior to its expiration and provided further, that all required reports and certifications are submitted at least thirty (30) days before the expiration

date of the Consent Decree. If required reports are not submitted within thirty (30) days of the expiration date or if the remedial benefits are not received or offered, the Consent Decree will be automatically extended until these provisions are completed.

Upon the Court's execution and entry of this Consent Decree, this case shall be dismissed with prejudice. However, this Court shall retain jurisdiction over this action for the purposes of clarifying and enforcing this Consent Decree and for any other appropriate or equitable purposes for thirty-six (36) calendar months from the date of entry of this Consent Decree, unless the Court acts or the Commission has, prior to the expiration of said thirty-six (36) calendar month period, moved to enforce compliance with the Consent Decree. If the Court acts or the Commission has moved to enforce compliance with this Consent Decree within this period, this Court shall retain jurisdiction of this action until all issues relating to all such motions which are made during the thirty-six (36) month period have been resolved. At the expiration of the thirty-six (36) month period of jurisdiction, if all obligations have been performed by the parties under this Consent Decree, and no disputes regarding compliance remain unresolved, then the Decree shall operate as an automatic dismissal with prejudice.

## **XI. COMPLIANCE OFFICIAL**

The Defendant has designated its Director of Human Resources to be the Defendant's Compliance Official who shall be responsible for the Defendant's compliance with this Consent Decree. The Compliance Official is to be responsible for coordinating and overseeing Defendant's compliance with the specific terms of this Consent Decree.

## **XII. PROCEDURE FOR ENFORCING COMPLIANCE**

The Commission will attempt to resolve any dispute regarding the enforcement of this Consent Decree by informal mediation and consultation before seeking enforcement through the judicial process. The Commission will notify, in writing by first class mail and facsimile, the Defendant's Compliance Official if it has any reason to believe that any act or omission by Defendant is in violation of the Consent Decree. Defendant shall have thirty (30) days after the receipt of such notification to cure any such alleged deficiency, and to notify the Commission, by written report addressed to the Regional Attorney at the EEOC's Atlanta District Office, of the measures taken to cure the alleged deficiencies.

If upon receipt of Defendant's report, the Commission concludes that the deficiency has not been satisfactorily cured by the Defendant, the Commission shall

seek to resolve the alleged deficiency through good faith conciliation or mediation. If the alleged deficiency is not resolved within thirty (30) days after the initiation of such good faith conciliation or mediation process, then the Commission may seek enforcement of this Consent Decree through the judicial process.

Nothing in this agreement shall be deemed to prohibit any matter which occurred during the term of this Consent Decree, and which constitutes a dispute as contemplated by this Section, from being fully and completely resolved in the manner described in this Section, even if the term of the Consent Decree expires prior to thirty (30) days after the initiation of good faith conciliation or mediation as set forth in this Section.

### **XIII. OTHER ACTIONS**

The Commission shall not commence or prosecute Defendant for any action or other proceeding based upon any claims, demands, causes of action, obligations, damages or liabilities which arose out of Ms. Moussa's claims that she was denied a reasonable religious accommodation and discharged by the Defendant in violation of Title VII, as embodied in EEOC Charge Number 110-2006-00132, which was filed with, and investigated by, the EEOC's Atlanta District Office. This Consent Decree in no way affects the Commission's right to process any pending or future charges

that may be filed against Defendant in accordance with standard Commission procedures, and to commence and prosecute civil actions pursuant to Section 706(f) of Title VII (or any other statutes enforced by the Commission) on any such charges. Nothing in this Consent Decree shall be construed to limit or reduce Defendant's obligation to fully comply with Title VII of the Civil Rights Act of 1964, as amended; the Equal Pay Act of 1963, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Americans with Disabilities Act of 1990; or the regulations promulgated pursuant thereto. Nothing herein shall preclude the Commission from bringing an action to enforce the provisions of this Consent Decree.

**XII. COSTS AND ATTORNEYS FEES**

The EEOC and Defendant shall each bear their own respective costs and attorney's fees for this action.

The parties hereto and undersigned attorneys of record for the parties in the above-styled action hereby consent to the entry of the foregoing Consent Decree.

**BY CONSENT:**

Counsel for Plaintiff:

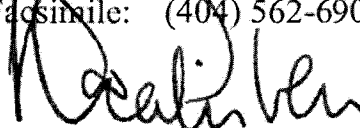


ROBERT K. DAWKINS

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EQUAL EMPLOYMENT OPPORTUNITY  
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Bo W. Laterveer, Vice President


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*by sub  
w/ express  
permission*

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Facsimile: (404) 815-6555

APPROVED, DONE, and SIGNED this 5 day of June, 2007.

  
District Judge

U.S. District Court of Georgia

Northern District of Georgia, Atlanta Division