

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

~~United States Courts
Southern District of Texas
FILED
JUL 15 2002
C.H.
Michael N. Milby, Clerk~~

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

McCALL-TL, Ltd., d/b/a
STERLING McCALL LEXUS

Defendant.

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CIVIL ACTION NO. H-01-2401

JURY TRIAL

United States Courts
Southern District of Texas
ENTERED

JUL 18 2002

Michael N. Milby, Clerk of Court

CONSENT DECREE

The Equal Employment Opportunity Commission ("Commission" or "EEOC") has alleged that Defendant McCall-TL, Ltd., d/b/a Sterling McCall Lexus, is liable for race discrimination, in violation of Title VII of the Civil Rights Act of 1964, and Title I of the Civil Rights Act of 1991. The EEOC's lawsuit alleges that Defendant violated these federal statutes by failing to promote Roger Tyrone Brown, an African-American, to the position of Used Car Department Sales Manager at Sterling McCall Lexus. The lawsuit alleges that Mr. Brown, because of his race, was passed over in favor of a less qualified non-African-American who was Mr. Brown's subordinate. Defendant has not admitted and does not admit that it has engaged in any unlawful employment practices and no court finding of any unlawful employment practice has been made.

The parties stipulate to the jurisdiction of the Court and waive a hearing and the entry of findings of fact and conclusions of law.

It is therefore ORDERED that:

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1. This Consent Decree is entered in full and complete settlement of any and all claims arising out of or contained in this lawsuit, Civil Action No. H-01-2401, and in EEOC Charge No. 330-A0-2034.

2. Neither the negotiation, nor the execution, nor the entry of this Consent Decree shall constitute an acknowledgment or admission of any kind by Defendant that its officers, agents or employees have violated, or have not been in compliance with, Title VII or any other applicable law, regulation or order. The parties agree that this Consent Decree is not evidence of any alleged violation of, or non-compliance with, Title VII.

3. McCall-TL, Ltd., d/b/a Sterling McCall Lexus ("McCall"), agrees that it will not engage in any employment practices which violate Title VII by unlawfully discriminating against any individual because of such individual's race.

4. McCall agrees that it will not retaliate against any individual who opposes any practice made an unlawful employment practice by Title VII, or against any individual who has provided testimony or evidence related to this lawsuit or to the investigation of EEOC Charge No. 330-A0-2034.

5. While this Consent Decree is in effect, all Defendant's managers in the greater Houston area will receive annual training on federal anti-discrimination laws, including Title VII. The training shall include specific instruction on avoiding unlawful discrimination based on race. Prior to such training session, the Houston District Office of the EEOC shall receive a copy of the training presentation outline. Within ten (10) days after the completion of the training, the EEOC shall be provided with a statement listing the date on which the training was completed; the names of all attendees, their job titles, and the dealerships at which they work; and all topics in the training

presentation outline that were covered.

6. Defendant agrees to pay Roger Tyrone Brown SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00). Within ten (10) calendar days from the date of entry of this Decree, Defendant shall send a check in the amount of \$70,000.00 to Roger Tyrone Brown. The check shall be mailed via certified mail, return receipt requested, to Roger Brown at his home address, which will be supplied to Defendant by Plaintiff. A copy of the check shall be sent concurrently to the Commission at the following address: Equal Employment Opportunity Commission, attn: Timothy M. Bowne, 1919 Smith Street, 7th Floor, Houston, Texas 77002.

7. The parties agree that Twenty Three Thousand Two Hundred and No/100 Dollars (\$23,200.00) of the settlement amount constitutes back wages to be paid to Roger Tyrone Brown and is subject to legal deductions. The parties agree that the remainder of the settlement amount is a payment for compensatory damages, including emotional distress. Roger Tyrone Brown agrees that except for the amount allocated to back pay, he will be liable for federal, state and local income taxes if any are determined to be applicable to the settlement amount. Roger Tyrone Brown further agrees to indemnify and hold Defendant harmless from tax liability that he may incur as a result of the payments made to him pursuant to this Agreement except the amount allocated to back pay.

8. Defendant agrees to segregate in a separate, confidential folder all documents related to Mr. Brown's charge of discrimination and the Commission's lawsuit. These documents shall not be part of Mr. Brown's personnel file. Further, Defendant agrees not to reference any of the following to any potential employer of Mr. Brown: Mr. Brown's charge of discrimination, the Commission's lawsuit, or this Consent Decree entered in the Commission's lawsuit.

9. Defendant agrees to provide prospective employers of Roger Tyrone Brown his

name, dates of employment with Defendant and last position held, and will state that the fact that no further information is provided does not reflect negatively on Roger Tyrone Brown, but is consistent with Defendant's policy concerning job references.

10. Every six (6) months from the date of entry of this Decree through the date the Decree ceases to be in effect, Defendant shall provide to the Houston District Office of the EEOC a report on its efforts to comply with the terms of the Decree.

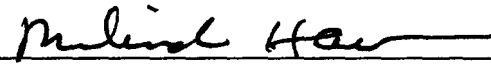
11. If the Commission decides to issue a press release regarding this Consent Decree, the press release agreed to by the parties prior to the execution of this Decree will be issued.

12. This Decree shall remain in effect for two (2) years from the date of signing. During such time, the Court shall retain jurisdiction to assure compliance with this Decree and to permit entry of such further orders or modifications as may be necessary or appropriate.

13. The parties agree that this civil action will be dismissed, with prejudice, subject to the Consent Decree.

14. The parties shall bear their own costs and attorney's fees.

Signed on this 17th day of July, 2002.



MELINDA HARMON
UNITED STATES DISTRICT JUDGE