

FILED
U.S. DISTRICT COURT
DISTRICT OF MARYLAND

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

2006 JUN 27 A 11:05

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION)

Plaintiff,)

v.)

BOB WARD NEW HOMES AT)
HARFORD COUNTY LLC)

Defendant.)

CLERK'S OFFICE
AT BALTIMORE
BY _____ DEPUTY

Civil Action No. JFM-05CV2728

CONSENT DECREE

This action was instituted by Plaintiff, Equal Employment Opportunity Commission ("EEOC" or the "Commission"), against Defendant, Bob Ward New Homes at Harford County LLC. ("Defendant"), on September 30, 2005. The complaint alleges that Defendant violated Section 703(a) of Title VII of the Civil Rights Act of 1964, as amended, ("Title VII") 42 U.S.C. Section 2000e-2(a) by disciplining and discharging Warren Threweatt on the basis of his race, Black.

Both the Commission and Defendant desire to resolve the Commission's action without the time and expense of continued litigation, and they desire to formulate a plan to be embodied in a Decree which will promote and effectuate the purposes of Title VII.

For the purposes of resolving this action, Defendant admits that the Court has jurisdiction over this action, and that all statutory and jurisdictional prerequisites to suit have been satisfied.

The Court has examined this Decree and finds that it is reasonable and just and in accordance with the Federal Rules of Civil Procedure and Title VII. Therefore, upon due

consideration of the record herein and being fully advised in the premises, it is ORDERED, ADJUDGED AND DECREED:

1. This Decree resolves all issues and claims alleged in the Complaint filed by the Commission in this Title VII action which emanated from the Charge of Discrimination No. 120-2004-05264 filed by Warren Threweatt.

2. Defendant, its owners, officers, agents, employees, successors, assigns, and all persons in active concert or participation with it shall comply with all provisions of Title VII and is enjoined from any present or future violations of Title VII. Prohibited discrimination includes, but is not limited to, any disparate treatment, harassing conduct or other discrimination because of race, and/or conduct protected under Section 704(a) of Title VII.

3. Defendant, its owners, officers, agents, employees, successors, assigns, and all persons in active concert or participation with it shall not engage in reprisal or retaliation of any kind against any person because such person, either in the past or in the future: (a) opposed any practice made unlawful or reasonably believed to be unlawful under Title VII; (b) filed a charge of discrimination with the Commission or any fair employment practices agency; (c) was identified as a potential witness for the EEOC in an action; (d) requested and/or received relief in accordance with this Decree; (d) participated in any manner in an action under Title VII or in any investigation giving rise to such action; or (e) asserted any rights under this Decree.

4. Defendant will pay compensatory damages in the total amount of forty six thousand dollars (\$.46,000.00) to Warren Threweatt, less withholding under applicable federal law, in full settlement of this case. Defendant will issue an IRS Form 1099-Misc to Mr. Threweatt reflecting this payment. Defendant agrees to make this payment within ten (10) business days of the entry

of this Decree. Defendant agrees that a check for the final amount, as stated above, shall be forwarded to the above-named individual by overnight mail at an address to be supplied by the Commission. Within five (5) days of this payment Defendant shall send to the Commission's attorney of record for the Baltimore Field Office a copy of the check along with a copy of the overnight delivery receipt.

5. Within ten (10) days of the Court's approval of this Consent Decree, Defendant will post in a in all places where notices to employees are customarily posted at its facilities, the Notice attached hereto as Exhibit "A" and made a part hereof. Said Notice attached hereto as Exhibit "A" shall be posted and maintained for a period of at least two (2) years from the date of posting and shall be signed by a responsible official of Defendant with the date of actual posting shown thereon. Should the Notice become defaced, marred, or otherwise made unreadable, Defendant will ensure that new readable copies of the Notice are posted in the same manner as heretofore specified. Within thirty (30) days of such posting, Defendant shall forward to the attorney of record at the Baltimore Field Office a copy of the signed Notice attached hereto as Exhibit "A" and written certification that the Notice referenced herein has been posted and a statement of the location(s) and date of posting.

6. Defendant agrees that within sixty days (60) of the entry of this Decree, Defendant shall provide mandatory training of no less than two (2) hours duration to all its employees and managerial staff regarding federal EEO laws prohibiting discrimination in employment enforced by the Commission, particularly concentrating on issues concerning race discrimination in discipline and discharge. A representative of the Commission shall be invited to attend such training. Within fifteen (15) days of the completion of this training, Defendant shall forward to

the attorney of record at the Baltimore Field Office written certification that the training has been completed together with a list of employees and managerial staff who have been trained, and the dates of the training. Defendant also agrees to provide to each newly-hired employee, including any managerial employee, an orientation to its equal employment opportunity policies within 10 days of hire.

7. Defendant agrees to immediately remove and eliminate from Warren Threweatt's records all documents and entries relating to the facts and circumstances related to the filing of his charge of discrimination with the Commission. Defendant further agrees to prohibit any dissemination, directly or indirectly, to any other employer or potential employer of any facts or circumstances surrounding the charge of discrimination that are fully resolved by this action, or the proceedings ensuing thereafter. Reference requests regarding Mr. Threweatt shall be answered by Defendant in neutral terms limited to position, rate of pay, and dates of employment.

8. This Decree, being entered with the consent of the EEOC and Defendant, shall not constitute an adjudication or finding on the merits of this case and shall not be construed as an admission of liability by Defendant nor as a disavowal by the EEOC of the allegations in the Complaint.

9. If any party to this Decree believes that any other party has breached a material provision of this Decree, it shall so notify the party (s), in writing, of the alleged breach. Upon receipt of written notice, a party(s) shall have fifteen (15) days to either correct the alleged breach, and so inform the other party(s), or deny the alleged breach, in writing;

a. If the parties remain in dispute they shall attempt in good faith to resolve their dispute;

b. If the parties can not in good faith resolve their dispute, the party alleging a breach may file with the Court a motion to correct and remedy the breach;

c. Each party shall bear its own costs, expenses and attorney's fees incurred in connection with such action; and

d. Jurisdiction and venue to resolve any dispute arising under this Decree resides in the United States District Court for the District of Maryland.

10. This Decree shall remain in full force and effect for a period of two (2) years from the date of approval and entry of this Decree by the Court.

11. The Court shall retain jurisdiction of this action to ensure compliance with this Decree. In all other respects, upon approval and entry by the Court of this Decree, this action is dismissed with prejudice and the Clerk of the Court is directed to remove this action from the Court's calendar.

12. The Commission reserves the right to monitor compliance with the provisions of this Decree. As part of such review, the EEOC, upon notice to Defendant, may require written reports concerning compliance, inspect Defendants' premises, interview witnesses, and examine and copy documents at reasonable times to be mutually agreed to by the parties.

13. Nothing in this Decree shall be construed to preclude the EEOC from investigating or instituting future legal action on the basis of any like or related claims not raised in the subject Complaint or from filing EEOC charges against the Defendant in the future on claims not related to the subject Complaint.

14. The Commission and Defendant shall bear their own costs, expenses and attorneys' fees incurred in connection with this action.

The undersigned counsel of record, on behalf of their respective clients, hereby consent to the entry of the foregoing Consent Decree.

FOR DEFENDANT:
BOB WARD NEW HOMES

AT HARFORD COUNTY, LLC

FOR PLAINTIFF:
EQUAL EMPLOYMENT
OPPORTUNITY
COMMISSION

JAMES LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel

/s/
SUZZANE W. DECKER
Federal Bar Bo. 24007
KATHRYN M. WIDMAYER
Federal Bar No. 27333
Miles & Stockbridge, P.C.
10 Light Street
Baltimore, MD 21202
(410) 727-6464

/s/
JACQUELINE H. MCNAIR
Regional Attorney
EEOC-Philadelphia District Office
(including Baltimore Field Office)

/s/
TRACY HUDSON SPICER
Supervisory Trial Attorney
EEOC-Baltimore Field Office

(signed copy of document bearing the original signature of KATHRYN M. WIDMAYER is being maintained by EEOC at the Baltimore Field Office and is available for review by Parties)

/s/
CECILE C. QUINLAN
Senior Trial Attorney
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
EEOC-Baltimore Field Office
10 S. Howard Street, 3rd Fl.
Baltimore Maryland 21201
(410) 962-4239

SO ORDERED.
Signed and entered this 27th day of June, 2006.



UNITED STATES DISTRICT COURT JUDGE



EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

EXHIBIT A POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE EEOC AND BOB WARD NEW HOMES AT HARFORD COUNTY, LLC

This Notice is being posted pursuant to a consent decree between the Equal Employment Opportunity Commission (EEOC) and Bob Ward New Homes at Harford County, LLC

The purpose of this notice is to inform you of your rights guaranteed by Federal Law under

(1) to fail or refuse to promote, demote, transfer, hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his/her compensation, terms, conditions, or privileges of employment,

WE WILL NOT engage in any of the above acts or practices.

WE WILL not discriminate or retaliate in any manner against any person because of opposition to any practice declared unlawful under Title VII or because of the filing of a charge, the giving of testimony or assistance, or the participation in any investigation, proceeding, or hearing under Title VII.

Persons who believe that they are being discriminated against should report it to any supervisor, any management official, any corporate officer, or to [Defendant shall insert here name, title and telephone number of person designated to

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*, ("Title VII") which prohibits discrimination against any employee on the basis of race, with regard to any term or condition of employment including workplace harassment, hiring, layoff, recall, promotion, discharge, pay and fringe benefits or in retaliation for the

receive and take action regarding reports] In addition, you have a right under the law to report discrimination to the U.S. Equal Employment Opportunity Commission ("EEOC"), which is a U.S. Government agency that enforces the federal laws that prohibit harassment and discrimination. Bob Ward respects your right to contact the EEOC and will not take any action against you because you have contacted the EEOC or have filed a written complaint (called a "Charge of Discrimination") with the EEOC. The EEOC can be reached at (410) 962-3932, or toll free at 1-800-669-4000. For the hearing impaired, TTY numbers are (410) 962-6065 and 1-800-669-6820.

If you have questions about this policy, you may contact [Defendant shall insert here name of person designated to receive and take action regarding reports].

opposition to unlawful employment practices.

Under Section 703 of Title VII of the Civil Rights Act of 1964, as amended: It shall be an unlawful employment practice for an employer:

A copy of this Notice will be posted in a conspicuous place where employee notices are ordinarily placed and will be replaced if it becomes defaced, marred or otherwise made unreadable

Date Posted:

Date Expires:

By:

(Name and Title)

**Bob Ward New Homes At
Harford County, LLC**