

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

**EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,**

**Plaintiff,**

**v.**

**RON'S MOBILE HOMES, INC.,  
RON'S AUTO WORLD INC., and  
RRM MANAGEMENT, INC.  
(individually and as an integrated enterprise),**

**Defendants.**

**CIVIL ACTION NO.  
02-cv-1497 (JJF)**

**CONSENT DECREE**

**Introduction**

A. This action was instituted by the U.S. Equal Employment Opportunity Commission ("EEOC" and/or "the Commission") on September 30, 2002 against Defendants Ron's Mobile Homes, Inc., Ron's Auto World Inc., and RRM Management, Inc. (individually and as an integrated enterprise) (collectively referred to herein as "Ron's Mobile Homes" and/or "Defendants") to enforce provisions of Title VII of the Civil Rights of 1964, as amended, 42 U.S.C. § 2000e et seq. ("Title VII"). In its Complaint, the Commission alleged that, during their employment, Defendants' Owner and President, Ronald R. Messick, subjected a class of female employees identified to sexually explicit, insulting, and derogatory comments and conduct which created a sexually hostile and offensive work environment because of their sex, female. The Commission alleged that Defendants failed to undertake any remedial action to stop the offensive and discriminatory conduct. Defendants Ron's Mobile Homes denied the allegations and has filed an Answer denying all of the claims alleged in this matter.

B. This Consent Decree is entered into by and shall be final and binding between the EEOC and Ron's Mobile Homes, its directors, officers, agents, successors and assigns.

C. The EEOC and Ron's Mobile Homes agree to the entry of this Consent Decree, which shall fully and finally resolve all claims raised in the EEOC's Complaint in Civil Action No. 02-cv-1497 (JJF) (D.Del.).

D. This Consent Decree shall not constitute either an adjudication of or finding on the merits of the Complaint and shall not be construed as an admission by Defendants of any violation of Title VII.

#### **Findings**

E. Having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, record and stipulations of the parties, the Court finds: (1) it has jurisdiction of the parties and subject matter jurisdiction of this action; and (2) the terms of this Decree are fair, reasonable, equitable and just, and adequately protect the rights of the parties, and the public interest.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

#### **Non-Discrimination and Non-Retaliation**

1. This Court has jurisdiction over the parties and subject matter of this action.
2. Defendants will not allow discrimination and/or harassment of any employee on the basis of sex in violation of Title VII.
3. Defendants will not engage in any employment practice which retaliates in any manner against any person because of his/her opposition to any practice made an unlawful employment practice under Title VII or because either person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing under Title VII.

4. Defendants shall only divulge to any identifiable employer or potential employer of the identified classmembers her start date, position title, final salary and end date, and indicate that such limited disclosure is part of its business practice.

5. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of Defendants Ron's Mobile Homes under Title VII or the EEOC's authority to process or litigate any charge of discrimination now pending or filed in the future against Defendants except for facts or claims alleged in the above captioned matter.

#### **Monetary Relief**

6. In full settlement of the claim raised against Defendants in the EEOC's Complaint, Ron's Mobile Homes agrees to pay the sum total of Sixty Thousand dollars (\$60,000.00) to be subdivided to the five female class members at the discretion of Plaintiff EEOC, as designated in Attachment C. Each female class member will be required to promptly execute the attached Release (Attachment B) which will be forwarded to Ron's Mobile Homes in order to receive the monetary payment.

7. Within thirty (30) days after Ron's Mobile Homes has received the executed Release from all five female class members, Defendants will make the monetary payment to the class members, as designated by the Plaintiff EEOC in Attachment C. Ron's Mobile Homes will submit proof of payment by mailing a copy of each check issued in this matter to: Iris Santiago-Flores, Senior Trial Attorney, EEOC, 21 S. Fifth Street, Suite 400, Philadelphia, PA 19106. Late payment of the check will be subject to the accrual of interest on the unpaid amount, calculated pursuant to 28 U.S.C. § 1961.

#### **Posting of Notice**

8. Within twenty (20) business days after entry of this Decree, Defendants Ron's

Mobile Homes shall post at its work site(s) on a bulletin board, used by Defendants for communicating with employees, a same-sized copy of the attached Notice (Attachment A). The Notice shall remain posted for five (5) years from the date of entry of this Decree. Defendants shall forward a certification that the Notice has been posted and dates of posting within 30 days after entry of this Decree to Iris Santiago-Flores, Senior Trial Attorney, EEOC, 21 South Fifth Street Suite 400, Philadelphia, PA 19106-2515. If posted copies become defaced, removed, marred or otherwise illegible, Defendants agree to post a readable copy in the same manner as heretofore specified.

**Non-Discrimination and Anti-Harassment Policies and Complaint Procedures**

9. Defendants agree to draft a policy against discrimination, harassment and retaliation and complaint procedures, which shall be drafted in plain and simple language. Defendants shall ensure that its policy or policies against discrimination, harassment and retaliation and related complaint procedures meet the following minimum criteria:

(a) state that Defendants: (i) prohibit discrimination against employees in violation of Title VII; (ii) prohibit retaliation against employees for opposing employment practices they reasonably believe are discriminatory or for participating in an investigation by the EEOC or a state or local governmental agency of a charge of discrimination under Title VII; (iii) prohibit any act, policy or practice that has the effect of harassing or intimidating any employee on the basis of race and/or sex, in violation of Title VII; and (iv) prohibit any act, policy or practice that has the effect of creating, facilitating or permitting the existence of a work environment that is hostile to employees through acts such as physical/verbal abuse and derogatory comments in violation of Title VII;

(b) include a complaint procedure designed to encourage employees to come

forward with complaints regarding violations of its policy or policies against discrimination, harassment and retaliation, which shall meet the following minimum criteria: (i) provide effective mechanism(s) for reporting incidents of discrimination, harassment and retaliation; (ii) provide that the complaints of discrimination, harassment and/or retaliation can be made either in writing or verbally; (iii) identify an employee or employees at Defendants' worksite(s) to whom an employee can make a complaint; (iv) encourage prompt reporting by employees; and (v) provide assurances that complainants shall not be subjected to retaliation;

(c) provide for prompt investigation of complaints of harassment and/or retaliation;

(d) provide for prompt communication to the complaining party of the results of the investigation and any remedial actions taken or proposed; and

(e) provide for discipline up to and including discharge of an employee or supervisor who violates Defendants' policy or policies against discrimination, harassment and retaliation, and for increasingly severe discipline of repeat offenders.

10. Defendants shall distribute to all of its employees and newly-hired employees its policy or policies against discrimination, harassment and retaliation within 45 days after entry of this Consent Decree.

11. Within sixty (60) days after entry of this Consent Decree, Defendants shall advise Iris Santiago-Flores, Senior Trial Attorney, EEOC's Philadelphia District Office, that its policy or policies against discrimination, harassment and retaliation have been distributed to current employees, including temporary employees, and that new employees, including temporary employees, will receive these policies and an opportunity to acknowledge receipt. Defendants will retain copies of any acknowledgment of receipt form for an employee in the employee's

personnel file.

12. Defendants shall annually, for the duration of the Consent Decree, give a copy of its policy or policies against discrimination, harassment and retaliation to each employee.

#### **Supervisor Accountability**

13. Defendants shall promote supervisor accountability by the following conduct:

(a) providing annual anti-discrimination training to all of its supervisory and managerial personnel as set forth in Paragraphs 14;

(b) disciplining, up to and including discharge, any supervisor or manager who violates Defendants' policy or policies against discrimination, harassment and retaliation;

(c) imposing on all managers and supervisory personnel a duty to administer their work areas to ensure compliance with Defendants' policy against discrimination, harassment and retaliation; and

(d) requiring all managers and supervisors to report any incidents and/or complaints of harassment and/or retaliation of which they become aware to the employee or employees designated to handle complaints of discrimination, harassment and retaliation.

#### **Training**

14. Defendants shall provide training on the requirements of Title VII as follows:

(a) Defendants agree to provide annual training sessions for any employee or employees at its worksites responsible for responding to Title VII complaints using a qualified independent vendor in 2006 and in 2007. The training will cover employee rights and employer obligations under both Title VII and relevant state or local anti-discrimination laws, and will emphasize what constitutes unlawful harassment and discrimination in the workplace, how to keep the company free from such discrimination, what constitutes unlawful retaliation, and will

summarize how to conduct a prompt and effective investigation into allegations, complaints or charges of discrimination;

(b) Defendants shall first provide training in accordance with Paragraph 14(a) by no later than ninety (90) calendar days after entry of this Consent Decree and also shall provide such training in calendar year 2007.

15. Defendants shall obtain the EEOC's approval of its proposed trainer prior to each year's training session.

16. Defendants agree that, at its expense, it will provide the EEOC with copies of all pamphlets, brochures, outlines or other written materials provided to attendees of training sessions.

17. Defendants shall certify to the EEOC in writing within 10 business days after the training sessions required by Paragraph 14 have occurred that the training has taken place and the personnel who attended. Such certification shall include: (i) the dates, location and duration of the training session; (ii) a copy of the registry of attendance, including the name and position of each person in attendance; and (iii) a listing of the employee or employees at Defendants' work site(s) responsible for responding to Title VII complaints made as of the date of the training.

#### **Reporting**

18. Defendants shall furnish to the EEOC the following written reports annually for a period of thirty-six (36) months following entry of this Decree with the first report due twelve (12) months after entry of the Decree and the final report due thirty-six (36) months after entry of the Decree. Each such report shall contain:

(a) a certification by Defendants that the Notice required to be posted by

Paragraph 8 was posted in accordance with this Consent Decree;

(b) a certification by Defendants that it distributed the policy or policies against discrimination, harassment and retaliation annually to employees, and that Defendants have disseminated the policy against discrimination, harassment and retaliation to all new employees, including temporary employees, hired within the past twelve (12) month period preceding the report; and

(c) a certification that Defendants have complied with training requirements of this Consent Decree.

#### **Dispute Resolution**

19. In the event either party to this Decree believes the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance within twenty (20) days of the alleged non-compliance and afford the alleged non-complying party 20 business days to remedy the non-compliance or satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within twenty (20) business days, the complaining party may apply to the Court for appropriate relief.

#### **Miscellaneous Provisions**

20. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.

21. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, successors and assigns of Defendants in their capacities as representatives, agents, directors and officers of Defendants and not in their individual capacities. This paragraph shall not be construed as placing any limit on remedies

available to the Court in the event any individual is found in contempt for a violation of this Decree.

22. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 02-cv-1497 (JJF).

23. This Consent Decree shall be filed in the United States District Court for the District of Delaware and shall continue in effect for five (5) years. During this time, this Court shall retain jurisdiction over this matter and the parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate its purposes. Any application by any party to modify or vacate this Consent Decree during such period shall be made by motion to the Court on no less than thirty (30) days' notice to the other party. Should any material disputes under this Decree remain unresolved after this five-year period, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Consent Decree) until such time as all disputes have been resolved.

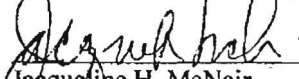
24. The Clerk of the District Court is hereby directed to send a file-stamped copy of this Consent Decree to counsel of record.

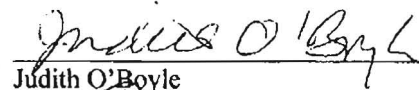
25. Upon the expiration of the five-year time period in this Consent Decree, the above captioned matter will be dismissed with prejudice.

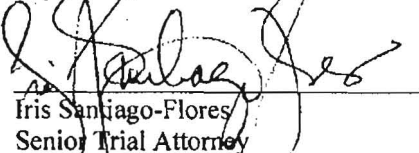
**For Plaintiff EEOC:**

James L. Lee  
Deputy General Counsel

Gwendolyn Young Reams  
Associate General Counsel

  
Jacqueline H. McNair  
Regional Attorney

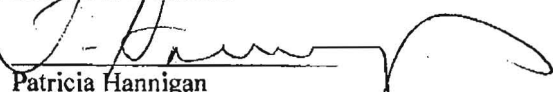
  
Judith O'Boyle  
Supervisory Trial Attorney

  
Iris Santiago-Flores  
Senior Trial Attorney

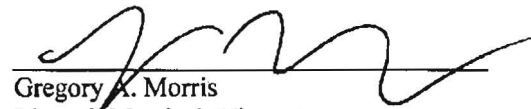
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
Philadelphia District Office  
21 S. 5<sup>th</sup> Street, Suite 400  
Philadelphia, PA 19106  
(215) 440-2828

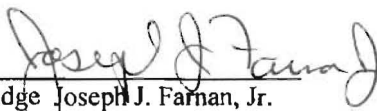
**Local Counsel for Plaintiff:**

Colm F. Connolly  
United States Attorney  
District of Delaware

  
Patricia Hannigan  
Assistant U.S. Attorney, Civil Division  
The Nemours Building  
1007 N. Orange Street, Suite 700  
Wilmington, Delaware 19899  
(302) 573-6277

**For Defendants Ron's Mobile Homes, Inc,  
Ron's Auto World Inc., RRM Management, Inc.:**

  
Gregory A. Morris  
Liguori, Morris & Yiengst  
46 The Green  
Dover, Delaware 19901  
(302) 678-9900

By the Court:  Date: 8/15/06  
Judge Joseph J. Farnan, Jr.  
United States District Judge

## **NOTICE TO ALL EMPLOYEES**

This Notice is posted pursuant to a Consent Decree entered by the federal court for the District of Delaware in the matter of EEOC v. Ron's Mobile Homes, Inc., Ron's Auto World, Inc., and RRM Management, Inc., Civil Action Number 02-cv-1497 (JJF).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended ("Title VII"), prohibits discrimination against employees and applicants for employment based upon national origin, sex, race, color or religion. Title VII further prohibits retaliation against employees or applicants who avail themselves of their rights under Title VII by engaging in protected activities, such as filing a charge of discrimination and/or testifying or participating in a Commission investigation. The EEOC is the federal agency which investigates charges of unlawful employment discrimination. The EEOC has the authority to bring lawsuits in federal court to enforce Title VII.

In its lawsuit, the EEOC alleged that Defendants subjected a class of female employees to sexual harassment in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Defendants Ron's Mobile Homes, Inc., Ron's Auto World, Inc., and RRM Management, Inc. deny all these allegations and/or any liability.

To resolve the case, Defendants and the EEOC have entered into a Consent Decree which provided, among other things, that: (1) it will not discriminate on the basis of sex in the future; (2) it will not retaliate against any person because he or she opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree; and (3) it will train any employee or employees at its work site(s) with responsibility for responding to Title VII complaints made by employees regarding discrimination, harassment and retaliation, and regarding its policy prohibiting discrimination, harassment and retaliation; and (4) it will implement anti-discrimination policies and procedures and provide written notice to its employees.

If you believe you have been discriminated against, you may contact the EEOC at (215) 440-2600. The EEOC charges no fees and has employees who speak languages other than English.

### **THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This Notice must remain posted for five (5) years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to the EEOC, Philadelphia District Office, 21 South 5th Street, Philadelphia, PA 19106.

U.S. Equal Employment Opportunity  
Commission

Defendants Ron's Mobile Homes Inc.,  
Ron's Auto World, Inc., & RRM Management, Inc.

### **Attachment A**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

**EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,**

**Plaintiff,**

**v.**

**RON'S MOBILE HOMES, INC.,  
RON'S AUTO WORLD INC., and  
RRM MANAGEMENT, INC.  
(individually and as an integrated enterprise),**

**Defendants.**

**CIVIL ACTION NO.  
02-cv-1497 (JJF)**

**RELEASE BY CLASS MEMBER**

Pursuant to the terms of the Consent Decree entered into by the Equal Employment Opportunity Commission ("EEOC") and Defendants Ron's Mobile Homes, Inc., in the above-captioned case:

I, (name) , do hereby waive, remit, release and forever discharge Defendants, its parent and subsidiary companies, and affiliates, and any and all of the officers, directors, agents, attorneys, employees, and members of such entities from any and all claims, demands or causes of action under Title VII, including attorneys fees and costs, arising from or relating to any right or entitlement now existing until the date of execution of this Release for claims arising from or allegations made in EEOC v. Ron's Mobile Homes, Inc., et. al, Civil Action No. 02-cv-1497 (JJF), based on claims of sexual harassment occurring prior to this date. This Release is freely executed in return for the good and valuable consideration set forth in the above-referenced Consent Decree.

Date: , 2006

SIGNATURE:

Name:

Sworn to and Subscribed

Before me this day  
of , 2006.

**Attachment B**

**IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE**

**EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,**

**Plaintiff,**

**v.**

**RON'S MOBILE HOMES, INC.,  
RON'S AUTO WORLD INC., and  
RRM MANAGEMENT, INC.  
(individually and as an integrated enterprise),**

**Defendants.**

**CIVIL ACTION NO.  
02-cv-1497 (JJF)**

Distribution of monetary relief to the five claimants will be as follows:

Bonnie McIntire:           \$16,000.00

Devon Robichaud           \$12,000.00

Terri Gillepsie           \$12,000.00

Linda Mendez           \$10,000.00

Kay Eskeridge           \$10,000.00

**Attachment C**