

**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF FLORIDA  
PENSACOLA DIVISION**

UNITED STATES EQUAL EMPLOYMENT	)	
OPPORTUNITY COMMISSION,	)	
	)	
Plaintiff,	)	<b>CASE NO. 3:02cv403/LAC/MD</b>
vs.	)	
	)	
CENTENNIAL IMPORTS, INC.,	)	
	)	
Defendant.	)	
<hr/>		

**CONSENT DECREE**

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

2. On September 27, 2002, Plaintiff initiated this action by filing its Complaint against Defendant. Plaintiff's Complaint alleged that Defendant violated Title VII of the Civil Rights Act of 1964, as amended, including but not limited to, amendments authorized by the Civil Rights Act of 1991, 42 U.S.C. §§ 1981a, 2000e *et seq.* ("Title VII"), by subjecting Frederick Cannon, Alton Lee, Oscar McAroy III, Stanley Olds, and Willie D. Thomas (hereinafter collectively referred to as "the Claimants") to a racially hostile environment.

3. On or about October 8, 2002, Defendant filed its answer to Plaintiff's Complaint denying that its actions were discriminatory or unlawful in any way. Specifically,

FILED  
U.S. DISTRICT CT.  
NORTHERN DIST. FLA.  
PENSACOLA, FLA.

04 NOV 18 PM 1:57

FILED

Defendant disputes and denies any and all of the claims alleged against its past and present officers, managers, employees and agents, in that certain civil action styled *United States Equal Employment Opportunity Commission v. Centennial Imports, Inc.*, Case No. 3:02cv403/LC/MD, in the United States District Court for the Northern District of Florida, Pensacola Division.

4. Discovery in this case has revealed a distinct divergence in the Parties' respective views and versions of the events, circumstances, claims, and defenses involved in this case, including differences in the testimony by the Plaintiff's witnesses, the Claimants, and the Defendant's witnesses of what transpired in the work place during the Claimants' employment with the Defendant. The Parties recognize these complexities, difficulties, and uncertainties of litigation along with its associated expense of time and costs. Accordingly, in the interests of resolving this matter, to avoid the costs of further litigation, and as a result of having engaged in comprehensive negotiations, the Parties have agreed that this action should be finally resolved by the entry of this Decree. Defendant's agreement to resolve this action will not be interpreted as any admission by Defendant of any liability or wrongdoing or of any violation of any law, rule, regulation, or order of any kind. This Decree is final and binding upon the Parties, their successors and assigns.

5. The Parties hereby agree to the terms and conditions of this Decree as set forth below by the Court and to the entry of this Decree by the Court. The Parties agree that this Decree resolves all claims against Defendant alleged in the Complaint filed in this action and in the administrative proceedings, EEOC Charge Numbers 151 A0 2178, 151 A0 2179, 151 A0 2180, 151 A0 2181, and 151 A0 2182 (hereinafter collectively referred to as "the Administrative Proceedings"). This Decree constitutes the complete agreement between Plaintiff and Defendant pertaining to the matters expressly identified and addressed herein.

No waiver, modification, or amendment of any provision of this Decree shall be effective unless made in writing, approved by all parties to this Decree, and approved or ordered by the Court.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, the Parties' agreement thereto, and being otherwise advised in the premises, it is hereby 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.

#### **GENERAL INJUNCTIVE PROVISION**

7. Defendant (and its officers, managers, agents and partners) is an employer as defined by Title VII and therefore is to comply with Title VII of the Civil Rights Act of 1964, as amended, by not adversely affecting the terms and conditions of any individual's employment by subjecting any employee to a racially hostile work environment.

8. As an employer under Title VII, Defendant (and its officers, managers, agents and partners, as applicable) is given the responsibility to prevent any conduct by employees that might be deemed reprisal for an employee's engaging in any activity protected by Title VII. Accordingly, in implementing and enforcing its existing policies and procedures, and in conducting its business operations, Defendant shall prohibit, prevent, and curtail any conduct that may discriminate or retaliate against any employee who opposes any of Defendant's practices that the employee believes in good faith to be a violation of Title VII; who files a charge of discrimination with the EEOC alleging violation(s) of Title VII; who cooperates with the EEOC in the investigation and/or prosecution of any charge of

discrimination under Title VII; or who has cooperated in the investigation or prosecution of this case.

9. Defendant has established a written policy of compliance with Title VII (hereinafter referred to as "EEO Policy"). A copy of Defendant's EEO Policy has been provided to the EEOC during the course of this litigation, and Defendant certifies that a complete copy of its EEO Policy will be provided to its current employees at its facility on or before December 31, 2004. Defendant will provide all newly hired employees with a copy of the EEO policy as part of the newly hired employee orientation process within (1) one week of the new employee's association with Defendant.

10. To further ensure the effective implementation of Defendant's EEO and anti-discrimination policies, Defendant will include in its EEO training program, additional training for all of its managers and supervisory personnel on management legal duties, responsibilities and procedures required under Title VII. Such training will be conducted by AmStaff Human Resources, Inc. II of Pensacola, Florida ("AmStaff"), or if AmStaff is not used by Defendant, any other firm or organization specializing in the area of employment discrimination law training mutually acceptable to and approved by Plaintiff and Defendant, with the total length of such training being at least (8) eight hours annually throughout the duration of this Consent Decree. The first such training session shall be conducted on or before December 31, 2004, and thereafter on a yearly basis throughout the duration of this decree. Defendant will provide Plaintiff with at least a two-week notice before Defendant conducts its training session(s), including in the notice the date(s) of the training, copies of all training material to be used at the training session, and a list of the names and titles or job positions of each employee who will be in attendance at the training. Additionally, a

representative of the EEOC shall be permitted to attend each training session at EEOC's discretion.

### **POSTING**

11. Defendant will post, within (7) seven days from the Court's execution of this Decree, a laminated 11" x 17" size copy of the notice attached hereto as Exhibit A. This notice shall be posted at Defendant's facility located at 3050 Navy Boulevard, Pensacola, Florida, for the duration of this Decree in a conspicuous location accessible to all employees.

### **REPORTING AND MONITORING**

12. Defendant will retain all employment records relating in any way to any complaint, allegation, and/or investigation of racial harassment at its 3050 Navy Boulevard facility for the duration of this Decree and as required by law.

13. Defendant will certify to EEOC every (6) six months throughout the duration of this Decree that Defendant is in compliance with all aspects of this Decree. The first such certification will be due no later than June 30, 2005, and thereafter annually on December 30<sup>th</sup> and June 30<sup>th</sup> throughout the duration of this Decree. With each such certification, Defendant will provide EEOC with the name, address, and phone number of any persons who allege they have been subjected to racial harassment while working at Defendant's facility during the preceding (6) six months. Defendant will also state actions taken by it in response to each such allegation. Defendant will provide upon request by EEOC (a) a copy of the complaint, or if no written complaint was filed, a statement describing the nature of the complaint; (b) a statement describing the actions taken by Defendant; and (c) the outcome regarding such complaint.

### **MONETARY RELIEF**

14. Defendant shall pay a lump sum of \$110,000 in resolution of this litigation, which represents compensatory and punitive damages. The monies shall issue to Claimants Frederick Cannon, Alton Lee, Oscar McAroy III, Stanley Olds, and Willie D. Thomas pursuant to the provisions of the distribution schedule in Exhibit B. Defendant will also issue an I.R.S. Form 1099 to the Claimants substantiating same. All payments shall issue by certified mail to the Claimants within (10) business days from the date of the Clerk's electronic notice to the parties of the entry of this Decree. Copies of the payments and the IRS forms shall be forwarded to the attention of the Regional Attorney of the Miami District Office, U.S. Equal Employment Opportunity Commission, One Biscayne Tower, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131.

15. If Defendant fails to tender the above-mentioned payments as set forth in paragraph 14 above, then Defendant shall pay interest on the defaulted payment at the rate calculated pursuant to 26 U.S.C. § 6621(b) until the same is paid, and bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

### **ENFORCEMENT OF THE DECREE**

16. Plaintiff and Defendant will make best efforts to effectuate the terms of this Decree.

17. The Parties shall be allowed to seek the judicial enforcement by this Court of any aspect, term, or provision of this Decree.

### **COSTS**

18. Each Party shall bear its own costs and attorneys' fees associated with this litigation.

**DURATION OF THE CONSENT DECREE**


19. The duration of this Decree shall be (4) four years from the date of the Court's execution of this Decree.

20. This action is hereby DISMISSED WITH PREJUDICE; however, the Court will retain jurisdiction to enforce this Consent Decree during the four-year period that this Decree is in effect.

**SO ORDERED, ADJUDGED AND DECREED** this 17<sup>th</sup> day of November, 2004, in Chambers at Pensacola, Escambia County, Florida.

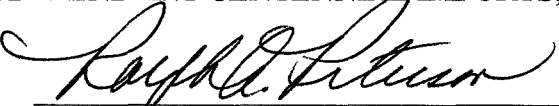
  
LACEY A. COLLIER  
United States Senior District Judge

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

By:   
DELNER FRANKLIN-THOMAS  
Regional Attorney  
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Miami District Office  
One Biscayne Tower, Suite 2700  
2 South Biscayne Boulevard  
Miami, Florida 33131  
Telephone: (305) 530-6006  
Telefacsimile: (305) 536-4494

Date: 11/5/04

CONSENTED AND AGREED TO  
FOR DEFENDANT CENTENNIAL IMPORTS, INC.

By:   
RALPH A. PETERSON  
BEGGS & LANE LLP  
501 Commendencia Street (32502-5915)

Date: 11/15/04

P.O. Box 12950  
Pensacola, Florida 32591-2950  
Telephone: (850) 432-2451  
Telefacsimile: (850) 469-3331



**NOTICE TO ALL EMPLOYEES  
POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE  
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
AND CENTENNIAL IMPORTS, INC.**

This notice is being posted pursuant to a Consent Decree entered by the court in *Equal Employment Opportunity Commission v. Centennial Imports, Inc.*, Civil Action No. 3:02cv403/LAC/MD. Centennial Imports, Inc. has agreed that it will not discriminate against employees in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Title VII protects individuals from discrimination because of the race, religion, color, sex (including sexual harassment and pregnancy), and/or national origin. Title VII also protects individuals from retaliation for having complained of unlawful employment discrimination. Centennial Imports, Inc. does not condone and will not condone discrimination of any kind as set forth in federal laws, including, but not limited to racial harassment.

Furthermore, Centennial Imports, Inc., assures its employees that it supports Title VII and will not take any action against an individual because he/she has exercised his/her rights under the law to oppose discriminatory acts or to file charges with the EEOC. Appropriate corrective action, up to and including discharge, shall be taken against any employee (including management personnel) found to violate the policies regarding discrimination.

This notice shall remain posted for (4) four years from the date signed. Employees or applicants for employment who have questions about their rights under Title VII or any other federal anti-discrimination law may telephone the Miami District Office of the Equal Employment Opportunity Commission at 1-800-669-4000.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2004.

---

John W. Mobley, IV  
President, Centennial Imports, Inc.

**EXHIBIT A**

## PAYMENT DISTRIBUTION SCHEDULE

Defendant shall issue a check to Frederick Cannon in the amount of \$13,200.00 in resolution of all claims advanced in Mr. Cannon's charge of discrimination (Charge No: 151 A0 2178) and the complaint in this action. Defendant will also issue an IRS form 1099 to Mr. Cannon substantiating same. The payment and IRS Form 1099 shall issue to [REDACTED]  
[REDACTED]

Defendant shall issue a check to Alton Lee in the amount of \$12,200.00 in resolution of all claims advanced in Mr. Lee's charge of discrimination (Charge No: 151 A0 2179) and the complaint in this action. Defendant will also issue an IRS form 1099 to Mr. Lee substantiating same. The payment and IRS form 1099 shall issue to M [REDACTED]  
[REDACTED]

Defendant shall issue a check to Oscar McAroy III in the amount of \$38,700.00 in resolution of all claims advanced in Mr. McAroy's charge of discrimination (Charge No: 151 A0 2181) and the complaint in this action. Defendant will also issue an IRS form 1099 to Mr. McAroy substantiating same. The payment and IRS form 1099 shall issue to Mr. McAroy at [REDACTED]  
[REDACTED].

Defendant shall issue a check to Stanley Olds in the amount of \$12,200.00 in resolution of all claims advanced in Mr. Olds' charge of discrimination (Charge No: 151 A0 2182) and the complaint in this action. Defendant will also issue an IRS form 1099 to Mr. Olds substantiating same. The payment and IRS form 1099 shall issue to Mr. Olds at: [REDACTED]  
[REDACTED]

Defendant shall issue a check to Willie Thomas in the amount of \$33,700.00 in resolution of all claims advanced in Mr. Thomas' charge of discrimination (Charge No: 151 A0 2180) and the complaint in this action. Defendant will also issue an IRS form 1099 to Mr. Thomas substantiating same. The payment and IRS form 1099 shall issue to Mr. Thomas at: [REDACTED]  
[REDACTED].

## EXHIBIT B