

IN THE UNITED STATES DISTRICT COURT
 FOR THE MIDDLE DISTRICT OF FLORIDA
 TAMPA DIVISION

UNITED STATES EQUAL EMPLOYMENT)	
OPPORTUNITY COMMISSION,)	
)	CIVIL ACTION NO.
Plaintiff,)	8:06-CV-1792-t-30MAP
and)	
BROOKES A. STANLEY)	
)	
Intervenor Plaintiff)	
v.)	
)	
TACO BELL OF AMERICA, INC.)	
f/k/a TACO BELL CORPORATION)	
d/b/a TACO BELL)	
)	
Defendant.)	
_____)	

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 "Commission" or "EEOC"), Plaintiff Intervenor Brookes Stanley (hereinafter "Brookes Stanley" or "Plaintiff Intervenor"), and Defendant, Taco Bell of America, Inc. (hereinafter referred to as the "Company" or "Defendant"). The Commission, Plaintiff Intervenor, and Defendant are collectively referred to herein as the "Parties."

2. On September 29, 2006, EEOC initiated this action by filing its Complaint in the United States District Court for the Middle District of Florida, Tampa Division, Civil Action No. 8:06-CV-1792-t-30MAP based upon a charge filed by Brookes Stanley (EEOC Charge No. 151-2005-01026). EEOC's Complaint, and its subsequent Amended Complaint, alleges that Defendant

violated Title VII of the Civil Rights Act of 1964, including but not limited to, amendments authorized by the Civil Rights Act of 1991, 42 U.S.C. Section 2000e *et seq.* ("Title VII") by subjecting Brookes Stanley to sexual harassment by his supervisor which was sufficiently severe and pervasive to constitute a hostile, intimidating work environment. Additionally, EEOC's Complaint alleges that as a result of the sexual harassment Brookes Stanley was constructively discharged by the Defendant.

3. On December 15, 2006, Defendant filed its Answer and Affirmative Defenses to EEOC's Complaint denying that its actions were discriminatory in any way.

4. Subsequently, Mr. Stanley filed a motion to intervene in this action, which was eventually granted by the Court. Mr. Stanley's Intervenor Complaint and Amended Complaint alleges the same Title VII violations as Plaintiff EEOC's Complaint.

5. In the interest of resolving this matter, without admitting fault, to avoid the costs of litigation, and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by entry of this Decree. This Decree is final and binding upon the Parties, their successors and assigns.

6. The Parties agree that this Decree resolves all claims alleged against the Defendant in EEOC Charge Number No. 151-2005-01026, and the Complaints filed in this action, and constitutes a complete resolution of all claims under Title VII that were made by the Commission and Plaintiff Intervenor in this action. The Parties further agree that this Decree does not resolve any future or pending EEOC charges of discrimination other than the charges referred to in this paragraph.

7. NOW, THEREFORE, the Court having carefully examined the terms and provisions

of this Decree, and based on the pleadings filed by the parties, it is ORDERED, ADJUDGED AND DECREED THAT:

JURISDICTION

8. This Court has jurisdiction of the subject matter of this action and over the Parties for the purposes of entering and enforcing this Decree.

9. No party shall contest jurisdiction of this federal court to enforce this Decree and its terms or the right of the EEOC to seek enforcement in the event Defendant breaches any of the terms of this Decree.

DISCRIMINATION POLICY AND TRAINING

10. Defendant has established a written policy against sexual harassment. Defendant agrees that all of its employees and managers in Lakeland Area 10026¹ will be provided a complete copy of its policy against sexual harassment within thirty (30) days of the entry of this Decree. Defendant also agrees that all new employees shall be given a copy of its policy against sexual harassment within their first week of employment with the Defendant.

11. In order to further ensure the effective implementation of Defendant's anti-discrimination policy, Defendant will conduct an annual training by video for all of its employees, managers and supervisory personnel in Lakeland Area 10026 with specific emphasis on recognizing harassment, on acts that could constitute retaliation, and on the proper procedure to be followed if they become aware of harassment in the workplace or if they receive complaints of discrimination. Defendant agrees to provide at least thirty minutes of a question and answer session after its video training is presented to the employees pursuant to this paragraph. Defendant agrees to provide the

¹ Units # 261, 2139, 2889, 19977, 21506, 22026.

EEOC, at least two weeks notice before it conducts its training session(s), with the date(s) and location(s) of the training, the identification of the training materials to be used at the training session, and a general description of the category of employees who will be in attendance at the training. The training will be conducted by the Employee Relations Coordinator. Additionally, Defendant agrees that the EEOC shall, at the EEOC's discretion, be in attendance at each training session(s).

12 Defendant agrees that the training described in paragraph 11 shall be conducted within ninety (90) days of the entry of this Decree, and should take place annually in the same format by the 31st of August each year thereafter, for the duration of this Decree. Defendant further agrees that the discrimination policy and training materials utilized for the training described in paragraph 11 shall be presented to and explained to all new managers and supervisors, who did not attend the annual training, within thirty (30) days of being placed in a management or supervisory position.

DISCIPLINE TO OFFENDING EMPLOYEE

13. Defendant agrees that within fifteen (15) calendar days of the entry of this Decree it will discipline the charged supervisor for failing to follow the Company's reporting procedures under the harassment policy. Such discipline will be placed in the employee's personnel file. Defendant further agrees that it will provide the EEOC with a copy of the written warning once it has been issued to the offending employee.

POSTING

14. Defendant will post a laminated 11 x 14 copy of the Notice, attached as Exhibit A, within fifteen (15) calendar days of the entry of this Decree. Said notice shall be posted at the

restaurants in Lakeland Area 10026 for the duration of this Decree in a conspicuous location accessible to all employees such as an employee bulletin board and/or break/lunch room.

MONITORING

15. Defendant will retain all employment and/or investigative records relating in any way to any complaint or allegation of harassment for the duration of this Decree relating to the restaurants in Lakeland Area 10026 and as required under federal law.

16. Defendant will certify to the EEOC every 180 days throughout the duration of this Decree that it is in compliance with all aspects of this Decree. The first such certification will be due no later than thirty(30) days from the first training provided pursuant to paragraph 11. With each certification Defendant will further provide the EEOC with the name, address, and phone number of any person who alleges they have been harassed while working for Defendant at the restaurants in Lakeland Area 10026 during the preceding six month period. Defendant will also state the actions taken in response to each such allegation and provide any and all documentation associated with such complaint. The certifications required to be submitted to the EEOC pursuant to this Consent Decree shall be mailed with the notation TACO BELL MONITORING to: United States Equal Employment Opportunity Commission, Attention: Office of the Regional Attorney, 1 Biscayne Tower, Suite 2700, 2 South Biscayne Boulevard, Miami, Fl 33131.

MONETARY RELIEF

17. Defendant agrees to pay a total amount of \$76,050.00 (Seventy- six thousand and fifty dollars) to resolve this litigation. The payments referenced herein shall issue within fifteen (15) calendar days from the Court's execution of this Decree. The monies shall be distributed as set forth below in Exhibit B attached hereto.

18. If Defendant fails to tender the above-mentioned payments as set forth in paragraph 17 above and attached Exhibit B, then Defendant shall pay interest on the defaulted payment at the rate calculated pursuant to 26 U.S.C. Section 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 DECREE

19. The Commission shall have independent authority to seek the judicial enforcement of any aspect, term or provision of this Decree.

COSTS

20. Each Party shall bear its own costs associated with this litigation.

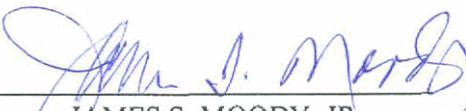
DURATION OF CONSENT DECREE

21. The duration of this Decree shall be three (3) years from the date of entry of the Decree.

22. ~~This case will be dismissed with prejudice. However, the Court will take whatever measures necessary to effectuate the terms of this Decree.~~

23. The Clerk is directed to CLOSE THIS FILE.

SO ORDERED, ADJUDGED AND DECREED, this 9 day of August, 2007.



JAMES S. MOODY, JR.
UNITED STATES DISTRICT JUDGE

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

by: s/ Nora E. Curtin Date: June 13, 2007
Nora E. Curtin
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) 530-6001
Facsimile: (305) 536-4494
nora.curtin@eeoc.gov

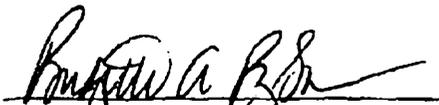
AGREED TO:
FOR THE PLAINTIFF-INTERVENOR

by: s/Randall V. Shanafelt Date: June 13, 2007
Randall V. Shanafelt
Shanafelt Law Firm, P.A.
803 Turner Street
Clearwater, FL 33756
Telephone: (727) 441-8533
Facsimile: (727) 441-8541
rvs@shanafeltlaw.com

AGREED TO:
FOR THE DEFENDANT:
TACO BELL OF AMERICA, INC.

by: s/ Robert Radel, II Date: June 13, 2007
F. Robert Radel, II
Butler, Pappas, Wehrmuller, Katz, Craig LLP
One Harbour Place
777 South Harbour Island Boulevard
Suite 500
Tampa, Florida 33602
fradel@butlerpappas.com

AGREED TO:
FOR THE DEFENDANT:
TACO BELL OF AMERICA, INC.

by: 
Bridgette Berry-Smith, Esq.
Division Counsel / *Assistant Secretary*
TACO BELL OF AMERICA, INC.

BRIDGETTE BERRY-SMITH
ASSISTANT SECRETARY

EXHIBIT A

**NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND
TACO BELL OF AMERICA, INC.**

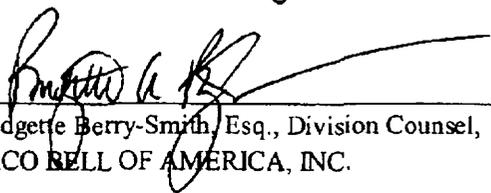
This notice is being posted pursuant to a Consent Decree entered by the Court in U.S. EEOC v. Taco Bell of America, Inc., Civil Action No. 8:06-CV-1792-t-30MAP. Taco Bell has agreed that it will not discriminate against employees on the basis of gender in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Title VII protects individuals from employment discrimination because of their race, religion, color, national origin, or sex. Taco Bell will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws.

Furthermore, Taco Bell, 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 termination, shall be taken against any employee (including management personnel) found to violate the policies regarding discrimination, based upon the circumstances involved.

This notice shall remain posted for three (3) 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 22nd day of June, 2007.



Bridgette Berry-Smith, Esq., Division Counsel,
TACO BELL OF AMERICA, INC.

DO NOT REMOVE BEFORE July 2010.

EXHIBIT B

In order to resolve U.S. EEOC v. Taco Bell of America, Inc., Civil Action No. 8:06-CV-1792-t-30MAP., Taco Bell of America, Inc. shall pay the total amount of \$76,050.00 (Seventy- six thousand and fifty dollars) to be distributed as follows:

- a. Defendant will pay \$76,050.00 (Seventy- six thousand and fifty dollars) to Brookes Stanley which shall representative of compensatory, punitive damages and attorney fees. Defendant shall issue the check in the amount of \$76,050.00 to Brookes Stanley and the Shanafelt Law Firm, P.A. The Defendant will issue a form 1099 to the Shanafelt Law Firm for this amount.
- b. The checks referenced above shall be mailed, certified return receipt requested, to the Shanafelt Law Firm at 803 Turner Street, Clearwater, FL 33756.
- c. The payments referenced herein shall issue within fifteen (15) calendar days from the Court's execution of this Decree. Copies of the payment checks shall be forwarded to the attention of Carla J. Von Greiff, Senior Trial Attorney, U.S. Equal Employment Opportunity Commission, 501 East Polk Street, Suite 1000, Tampa, FL, 33602.