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U.S. Equal Employment Opportunity Commission v. Lakeside Imports, Inc. dba Lakeside Toyota

Judge Mary Ann Vial Lemmon

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U.S. Equal Employment Opportunity Commission v. Lakeside Imports, Inc. dba Lakeside Toyota

Keywords

EEOC, Lakeside Imports Inc. dba Lakeside Toyota, Damian Duplessis et al., Lakeside Imports Inc. et al, 99-2284 cw 99-3733, Consent Decree, disparate treatment, retaliation, race, automotive, Employment Law, Title VII

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FILED
U.S. DISTRICT COURT
EASTERN DISTRICT OF LA
2000 AUG 16 AM 9:25
UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF LOUISIANA

U. S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff

v.

LAKESIDE IMPORTS, INC.
DBA LAKESIDE TOYOTA,

Defendant

CONSOLIDATED WITH

DAMIAN DUPLESSIS, ET AL.
versus
LAKESIDE IMPORTS, INC., ET AL.

CIVIL ACTION ORDER G. WIYTE
99-2884 c/w 99-3733 CLERK

DIVISION "S"
JUDGE LEMMON
[referred case]
MAG. NO. 1
MAG. SHUSHAN

REF: ALL CASES

CONSENT DECREE

WHEREAS, the United States Equal Employment Opportunity Commission ("the Commission" or "EEOC") has instituted the captioned civil action in this the United States District Court for the Eastern District of Louisiana, charging Lakeside Imports, Inc. d/b/a Lakeside Toyota ("Lakeside" or "Defendant"), with violations of Title VII of the Civil Rights Act of 1964, as amended ("Title VII" or the "statute"), and alleging that the Defendant discriminated against a group of identified and unidentified aggrieved individuals on the basis of race and in retaliation for engaging in activity protected by the statute;

WHEREAS, 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; and

DATE OF ENTRY
AUG 16 2000

Fee _____
Process _____
X Dktd 16
CtRmDep 74
Doc. No. _____

WHEREAS, this Court has jurisdiction over the subject matter of this action and over the parties to this action; and

WHEREAS, Defendant and the Commission have agreed to settle this matter for the relief specified in this Consent Decree (sometimes referred to hereinafter as “this Decree”);

WHEREAS, Defendant and the individual Intervenors in this case have arrived at a separate compromise of this matter with respect to their individual claims, the terms of which are unknown to the EEOC by virtue of a confidentiality agreement between Defendant and the aforementioned Intervenors; and

WHEREAS, Defendant and the EEOC now wish to resolve all claims and controversies encompassed by this lawsuit without the burden, expense or delay of further litigation;

Therefore, it is **ORDERED, ADJUDGED, AND DECREED** that:

1. The negotiation, execution and entry of this Consent Decree will fully and finally resolve any and all claims of the Title VII violations brought by the Commission against Defendant alleged in the instant civil action.
2. The purposes of Title VII will be furthered by the entry of this Decree, the terms of which constitute a fair and equitable settlement.
3. 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.
4. This Consent Decree relates only to the violations alleged in the instant civil action

relative to the named Intervenors who were parties to this lawsuit. EEOC reserves all rights to proceed with respect to matters like and related to these matters but not covered in this Consent Decree and to secure relief on behalf of aggrieved persons not covered by the terms of this Consent Decree.

5. Simultaneously with Defendant's execution of this Decree, Defendant will have its General Manager (Keith Hanks) sign and deliver to the EEOC, Eddie Boyd, Darren Morris, Marcus Morris, Jonathan Jones, Damian Duplessis, and Denoid Moran, a letter, the terms of which the EEOC and Lakeside have approved. The contents of the letter are confidential and are not to be disclosed by the individual claimants in this matter, by Lakeside, or by the EEOC.

6. a. Defendant, its directors, officers, agents, employees, successors, and assigns, shall comply with Title VII in its employment practices.

b. Defendant, its directors, officers, agents, employees, successors, and assigns, shall not to discriminate against any employee or applicant for employment on the basis of race. Defendant, its successors and assigns, shall keep all records of applications for employment during the three year effective period of this Decree.

c. Defendant, its directors, officers, agents, employees, successors, and assigns, shall not retaliate against any person for having participated in any way in the Commission's investigation of this matter or for complaining of or opposing race discrimination.

d. Defendant, its successors and assigns, shall disburse \$200,000.00 total to local charitable organizations for a four year period that begins on the date on which this Decree becomes effective. There will be a minimum expenditure of \$40,000.00 each year. The charitable organizations will be selected by Defendant and approved by the Court. The parties agree that the

\$200,000.00 contribution may be disbursed prior to the end of the four year period. Further, Defendant, its successors and assigns, shall advise the Commission annually during the four year period (or such shorter period that may be applicable) concerning the amount paid to each charitable organization and the name of the organization.

7. a. Defendant, its successors and assigns, shall provide the Commission with six written reports, at six month intervals beginning six months after the execution of this Decree and continuing until three years after said execution, describing its compliance with the terms of this Decree during said six month period, and setting forth all instances in which any employee or applicant complains of racial discrimination or retaliation. This report shall provide an explanation concerning the facts surrounding the complaint, Defendant's investigation of the complaint, and action taken, if appropriate. In the event any complaints are reported, the EEOC may request, upon 30 days' notice, any relevant documents in the control or possession of Defendant, its directors, officers, agents, employees, successors, or assigns, relating to the complaint in question to determine whether a violation of this Consent Decree has occurred. Any disputes regarding the EEOC's request will be decided by the Court.

b. Defendant, its successors and assigns, shall train all of its managerial employees on equal employment opportunity practices twice a year during the effective period of this Decree, and train all non-managerial employees on equal opportunity practices once per year during the effective period of this Decree. Written evidence of the completed training described in this sub-paragraph shall be submitted to the EEOC in each of Defendant's six semi-annual reports, identified in subparagraph 7(a) above, over the three year effective period of this Decree.

c. Lakeside shall implement and distribute to all employees, within 10 days of

the execution of this Decree, and thereafter enforce, an effective policy and procedure for preventing and investigating complaints (be they written or oral) of harassment in the workplace. At the time Lakeside disseminates this policy and procedure to its employees, it shall provide a copy thereof to the EEOC.

8. In the event that Defendant, its successors and assigns, fail to perform their obligations herein, Plaintiff EEOC is empowered to enforce this Consent Decree through the applicable judicial enforcement procedures and to seek sanctions which may be due as a result of the need to enforce this Decree.

9. Should any provision of this Decree be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Decree.

10. This Decree sets forth the entire agreement between the Commission and Defendant as to the captioned lawsuit, and fully supersedes any and all prior agreements or understandings between the Commission and Defendant pertaining to the subject matter herein.

11. The EEOC and Defendant will bear their own attorney's fees and costs incurred in connection with the litigation of this case.

12. This Decree shall remain in effect for a period of three years from the date of its execution (except with respect to contributions required under paragraph 6(d)), provided, however, that the EEOC shall have 90 days from the date of its receipt of the 6th and final report due under this Decree to institute formal action with the Court to enforce the terms of the Decree, as appropriate.

13. The Court shall retain jurisdiction of this action for purposes of enforcing this Decree,

as appropriate.

14. Prior to the execution of this Decree and the issuance of a press release concerning this matter, the Commission will provide Defendant with a copy of the press release for its review and comment.

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

IT IS SO ORDERED.

THUS DONE AND SIGNED, New Orleans, Louisiana, this 15 day
of August, 2000.



UNITED STATES MAGISTRATE JUDGE

APPROVED AS TO FORM AND CONTENT:
FOR THE PLAINTIFF:

8/14/00
Date

C. GREGORY STEWART

General Counsel

No Bar Roll Number Assigned

Keith T. Hill

KEITH HILL

Regional Attorney

Bar Roll No. 15200000

8/14/00
Date

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JEFFREY T. AGULAR

Supervisory Trial Attorney

Bar Roll No. 2355

8-14-00
Date

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8/14/00
Date

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Senior Trial Attorney

La. Bar Roll No. 23608

**U.S. EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION**

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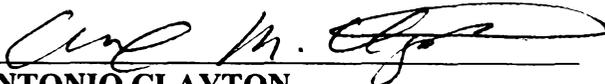
New Orleans, Louisiana 70113

Telephone: (504) 589-2663 (Juge)

COUNSEL FOR PLAINTIFF EEOC

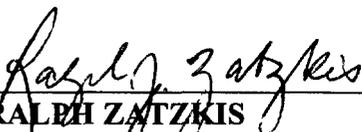
FOR THE DEFENDANT:

August 10, 2006
Date



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August 19, 2006
Date



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COUNSEL FOR DEFENDANT, LAKESIDE
IMPORTS, INC.

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing motion to dismiss and consent decree have been served on counsel of record for all parties via facsimile transmission on this 14th day of August 2000.


GREGORY T. JUGE