

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

Case No.: 8:21-cv-2302-CEH-AEP

UNITED STATES EQUAL)
EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
)
vs.)
)
)
TAMPA BAY DELIVERY SERVICE,)
LLC)
)
Defendant.)
)
)
_____)

CONSENT DECREE

This matter comes before the Court upon the parties’ Motion for Approval and Entry of Consent Decree (Doc. 2). Upon consideration, the Court will grant the motion and enter the Consent Decree, as through settlement discussions, the parties have agreed to resolve this action.

The Consent Decree (“Decree”) is made and entered into by and between the United States Equal Employment Opportunity Commission (“Commission” or the “EEOC”), and Tampa Bay Delivery Service, LLC (together referred to as “the Parties”).

INTRODUCTION

1. The EEOC commenced this action on September 29, 2021, under Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-5(f)(1) and (3) (“Title VII”) and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a to correct unlawful employment practices on the basis of religion and to provide appropriate relief to Isavion Howard, a Christian who EEOC alleges was terminated from his employment because of his religion.

2. Tampa Bay Delivery Service denies the allegations in the Complaint and denies that it violated Title VII.

3. In the interest of resolving this matter, to avoid 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 on the Parties, and their respective successors and assigns.

4. No waiver, modification or amendment of any provision of this Decree will be effective unless made in writing and signed by an authorized representative of each of the Parties. By mutual agreement of the Parties, this Decree may be amended or modified in the interests of justice and fairness in order to effectuate the provisions of this Decree.

5. This Decree fully and finally resolves the claims asserted by the Commission in the Complaint filed in this action styled *EEOC v. Tampa Bay*

Delivery Service, LLC, and the underlying EEOC charge of discrimination, Charge No. 511-2019-04362C.

6. This Decree constitutes the complete understanding between the Parties with respect to the matters herein.

7. If one or more provisions of this Decree are rendered unlawful or unenforceable, the Parties shall attempt to agree upon what amendments to this Decree, if any, are appropriate to effectuate the purposes of this Decree. In any event, the unaffected provisions will remain enforceable.

8. This Decree does not resolve any charges of discrimination that may be pending with the Commission against Tampa Bay Delivery Service other than the Charge referred to in paragraph 5. This Decree in no way affects the EEOC's right to bring, process, investigate or litigate other charges that may be in existence or that may later be filed against Tampa Bay Delivery Service in accordance with standard EEOC procedures.

9. Nothing in this Decree shall be construed to limit or reduce Tampa Bay Delivery Service's obligations to comply with the statutes enforced by EEOC: Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e *et seq.*, ("Title VII"), Title I of the Americans with Disabilities Act ("ADA"), 42 U.S.C. §12101, as amended, the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. §§621-633a, as amended, the Equal Pay Act ("EPA"), 29

U.S.C. §206(d), and the Genetic Information Nondiscrimination Act of 2008 (“GINA), 42 U.S.C. § 2000f.

FINDINGS

10. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the Parties, the Court finds the following:

- a. This Court has jurisdiction over the subject matter of this action and the Parties;
- b. The Court will retain jurisdiction for the duration of this Decree;
- c. No party shall contest the jurisdiction of this Court to enforce this Decree and its terms or the right of the Commission to bring an enforcement suit upon alleged breach of any term(s) of this Decree;
- d. The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of Mr. Howard and the public interest are adequately protected by this Decree; and
- e. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, successors, heirs and assigns of Tampa Bay Delivery Service.

**NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED
AS FOLLOWS:**

DURATION OF DECREE

11. This Decree shall be in effect for a period of two and a half (2.5) years from the Effective Date. The Effective Date is defined as the date on which the Court gives final approval to the Decree by entering it on the Court

docket.

12. This Decree will not expire while any enforcement action concerning this Decree is pending. The duration of this Decree shall be extended by any time period required for the resolution of any enforcement action.

MONETARY RELIEF

13. Tampa Bay Delivery Service shall pay Mr. Howard the total sum of \$50,000 in settlement of the claims brought by EEOC and Ms. Claude. The money shall be distributed as follows: \$25,000 in back pay damages for which an IRS Form W-2 will issue and \$25,000 in compensatory damages for which an IRS Form 1099 will issue.

14. Payment shall be made within ten (10) calendar days following the Court's approval of this Decree. All checks will be delivered via hand-delivery or certified mail to 4211 W Lasalle St., Tampa, FL 33607. Copies of the checks shall be contemporaneously sent to the attention of "EEOC Regional Attorney, Robert E. Weisberg, Re: Tampa Bay Delivery Service Consent Decree," at United States Equal Employment Opportunity Commission, Miami Tower, 100 SE 2nd Street, Suite 1500, Miami, Florida 33131, and via e-mail at midoconsentdecreecompliance@eeoc.gov.

15. If Tampa Bay Delivery Service fails to timely send the payments

described in paragraphs 13-14 above, then Tampa Bay Delivery Service shall pay interest on the defaulted payments at a 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, including but not limited to any and all costs arising out of EEOC's efforts to enforce this decree in federal court.

GENERAL INJUNCTIVE PROVISIONS

16. Tampa Bay Delivery Service, and all of its officers, managers, supervisors, employees, agents, partners, successors, and assigns, shall accommodate the religious beliefs or practices of its applicants and employees, including, but not limited to, practices prohibiting working on Sundays, unless providing such accommodation would cause undue hardship

APPOINTMENT OF RELIGIOUS ACCOMMODATIONS DECISIONMAKER

17. Tampa Bay Delivery Service shall designate an individual, a specific position, or an entity mutually agreed upon with the EEOC to serve as the Religious Accommodations Decisionmaker to make decisions on all requests for a religious accommodation.

CREATION OF ANTI-RELIGIOUS DISCRIMINATION POLICY

18. Within sixty (60) days of the Effective Date, Tampa Bay Delivery Service shall adopt policies and practices that explicitly prohibit

discrimination on the basis of religion and outline a process for requesting a religious accommodation. As part of such new policies and practices, Tampa Bay Delivery Service agrees to make decisions on requests for religious accommodations within seven (7) days. Further, to the extent a request for religious accommodation is denied, Tampa Bay Delivery Service shall advise the applicant or employee of the reason for the denial in writing. Tampa Bay Delivery Service shall provide a copy of the revised policy to the EEOC for review within sixty (60) calendar days of the Effective Date of this Agreement. EEOC will review the policy only for compliance with this provision and can provide comment or request revision due to non-compliance.

19. Within twenty (20) calendar days of the policy adoption, Tampa Bay Delivery Service shall distribute copies of the Policy to each of Tampa Bay Delivery Service's employees and to new employees during the duration of this Decree. A copy of the revised policy shall also be included in any relevant policy or employee manuals or handbooks maintained by Tampa Bay Delivery Service. The revised policy must be kept and maintained in an accessible place for all employees.

MANAGEMENT TRAINING

20. Tampa Bay Delivery Service agrees to provide 90 minutes of live, in-person training to all managerial employees and supervisors regarding Title VII, focusing on Title VII's prohibition on religious discrimination, and will do

so within thirty (30) days of the Effective Date, and then annually thereafter during the duration of this agreement. The Training shall be conducted by an independent organization with subject matter expertise in equal employment opportunity laws mutually agreed upon with the EEOC. To the extent necessary due to the on-going coronavirus pandemic, the first training may be delivered via zoom or a similar platform, provided that the trainer and all participants have videos turned on and are all visible throughout the training.

21. The training shall include the following: (1) an explanation of the prohibitions against discrimination on the basis of religion; (2) an explanation of the rights and responsibilities of managers and employees under Tampa Bay Delivery Service's anti-religious discrimination policies and procedures; (3) an explanation of religious stereotyping and unlawful religious-related assumptions about persons that managers should avoid when dealing with applicants and employees; (4) instructions on how to respond to and assess a request for a reasonable accommodation; (5) guidance on how to address a concern about an applicant's or employee's ability to perform the job due to religious practices-related concerns; (6) examples of implicit bias against applicants and employees on the basis of religion; (7) guidelines and procedures for good workplace investigations; and (8) examples and instructions on reasonable accommodations for applicants or employees with religious practices and beliefs.

22. Tampa Bay Delivery Service agrees to provide EEOC with fifteen (15) days' notice of any training session herein. Tampa Bay Delivery Service will provide EEOC, upon request, with any and all copies of pamphlets, brochures, outlines or other written materials provided to the participants of the training sessions. Additionally, Tampa Bay Delivery Service agrees that the EEOC may, at the EEOC's discretion, be in attendance at any training session.

23. Fourteen (14) calendar days after each training, Tampa Bay Delivery Service shall provide the EEOC a list of all attendees, including first and last name, and title.

NOTICE

24. Within ten (10) calendar days from the Court's approval of this Consent Decree, Tampa Bay Delivery Service shall post at all Tampa Bay Delivery Service locations an eleven (11) inches by fourteen (14) inches laminated copy of the Notice attached as Exhibit A to this Decree in a conspicuous location, easily accessible to and commonly frequented by Tampa Bay Delivery Service employees (*i.e.*, employee bulletin board). The Notice shall remain posted for the entire period this Consent Decree is effective. Tampa Bay Delivery Service shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material.

REPORTING

25. Tampa Bay Delivery Service shall furnish to EEOC a written Report every six (6) months for the duration of this Decree. The first report shall be due six (6) months after entry of the Decree, and thereafter by June 30th and December 30th annually. A final Report shall be provided within one week of the Expiration of this Decree. Each such Report shall contain the following:

- a. A certification that Tampa Bay Delivery Service conducted the training required in paragraphs 20-21 above, including the dates of the training, and the start times and end times of each training session;
- b. A certification that Tampa Bay Delivery Service has made and/or maintained the posting and distributions required in paragraph 24 above.
- c. Tampa Bay Delivery Service shall disclose all requests for accommodations on the basis of religion that it has received from applicants or employees. Reports about requests for religious accommodations shall include: (1) employee/applicant's name, address, and phone number; (2) a description of the accommodation requested; (3) whether the accommodation was granted and, if not, the reason for

the denial; (4) the name and title of any person involved in determining whether the accommodation should be granted; (5) any record or documents made or reviewed in the course of determining whether an accommodation would be feasible. In the event there are no requests for an accommodation on the basis of religion, Tampa Bay Delivery Service shall send the EEOC a “negative” report indicating no request for accommodation activity.

COMPLIANCE

26. The EEOC may review compliance with this Decree at any time during its duration.

27. If at any time during the duration of this Decree the EEOC believes that Tampa Bay Delivery Service is in violation of this Decree, the EEOC may conduct appropriate interviews of Tampa Bay Delivery Service employees and request documents from Tampa Bay Delivery Service.

28. Any submissions, reports, certifications, notices, or other materials that are required to be submitted to EEOC shall be emailed to the attention of “EEOC Regional Attorney, Robert E. Weisberg, Re: Tampa Bay Delivery Service Consent Decree,” at mdoconsentdecreecompliance@eoc.gov.

NOTIFICATION OF SUCCESSORS

29. Tampa Bay Delivery Service shall provide prior written notice to any potential purchaser of its business and to any other potential successor of the EEOC's lawsuit, the allegations raised in the EEOC's complaint, and the existence and contents of this Decree.

DISPUTE RESOLUTION

30. In the event EEOC believes that Tampa Bay Delivery Service has failed to comply with any provision(s) of the Decree, EEOC will notify Tampa Bay Delivery Service and Tampa Bay Delivery Service must make a good faith attempt to cure any breach of the Decree within ten (10) calendar days of notification. The Parties may jointly agree to extend the ten (10) day cure period. The ten (10) days to cure provision of this Paragraph shall not apply, however, to the payment required by paragraph 13 above.

31. Following the ten (10) day cure period, EEOC shall have the right to enforce the Decree and/or remedy any breach in this Court.

32. No party shall contest the Court's jurisdiction to hear a dispute arising from the Decree nor challenge EEOC's authority to bring an action to enforce the terms of the Decree in this Court.

NO CONDITIONAL RECEIPT

33. Tampa Bay Delivery Service will not condition the receipt of

individual relief on an individual's agreement to: (a) maintain as confidential the terms of this Consent Decree or the facts of the case; (b) waive his or her statutory right to file a charge with any federal or state anti-discrimination agency; or (c) promise not to reapply for a position, directly or indirectly, with Tampa Bay Delivery Service.

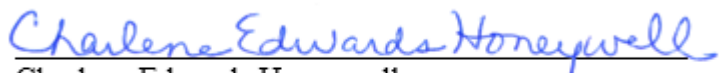
COSTS

34. Each party to this Decree shall bear its own costs associated with this litigation.

35. If the Court finds that Tampa Bay Delivery Service has breached the terms of the Consent Decree, Tampa Bay Delivery Service shall bear all costs incurred by EEOC caused by Tampa Bay Delivery Service's non-compliance with the Consent Decree, including any and all costs arising out of EEOC's efforts to enforce the Consent Decree and/or remedy any breach in Court.

36. The parties' joint Motion for Approval and Entry of Consent Decree (Doc. 2) is **GRANTED**. The Clerk is directed to close this case.

SO ORDERED, ADJUDGED, AND DECREED in Tampa, Florida on
January 27, 2022


Charlene Edwards Honeywell
United States District Judge

Copies to:
Counsel of Record and Unrepresented Parties, if any



EXHIBIT A

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

1. This NOTICE to all employees of TAMPA BAY DELIVERY SERVICE, LLC (“Tampa Bay Delivery Service”) is being posted and provided as part of a mutually agreed upon Consent Decree between Tampa Bay Delivery Service and the UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (“EEOC”), which alleged that Tampa Bay Delivery Service discriminated against an employee on the basis of his religion. While Tampa Bay Delivery Service has denied the allegations, as part of the resolution of this matter, Tampa Bay Delivery Service has agreed to post this Notice to reflect its commitment to equal employment opportunities in the workplace.


2. Tampa Bay Delivery Service’s policy and federal law require that there be no discrimination against any employee or applicant for employment on the basis of religion, or because a person made a complaint of discrimination because of religion with respect to hiring, compensation, promotion, discharge, or other terms, conditions, or privileges of employment.

3. Tampa Bay Delivery Service will comply with such federal law in all aspects, and it will not take any action against employees because they have exercised their rights under the law by filing charges or cooperating with the U.S. Equal Employment Opportunity Commission or by otherwise opposing employment practices made unlawful under federal law.

4. The EEOC is the federal agency responsible for enforcing the federal laws described above and receiving complaints regarding their violation. The EEOC maintains offices throughout the United States and can be contacted at 1-800-669-4000 and www.eeoc.gov.

5. This NOTICE will remain posted for TWO YEARS AND SIX MONTHS FROM DATE OF SIGNATURE. This Notice must not be altered, defaced or covered by any other material. Any questions about this Notice may be directed to: Robert E. Weisberg, Regional Attorney, Re: Tampa Bay Delivery Service Consent Decree at U.S. Equal Employment Opportunity Commission 100 S.E. 2nd Street, Suite 1500, Miami, Florida 33131 and robert.weisberg@eeoc.gov.

SIGNED this 28 day of September, 2021.


Owner of Tampa Bay Delivery Service, LLC

DO NOT REMOVE THIS NOTICE UNTIL 2.5 YEARS FROM DATE OF SIGNATURE