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UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

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**EQUAL EMPLOYMENT OPPORTUNITY** :  
**COMMISSION,** : **12-CIV-0741 (KPF) (GWG)**  
: :  
**Plaintiff,** :  
: :  
**- against -** :  
: :  
**MAVIS DISCOUNT TIRE, INC.,** :  
**MAVIS TIRE SUPPLY CORP.,** :  
**MAVIS TIRE NY, INC., AND** :  
**COLE MUFFLER, INC.,** :  
: :  
**Defendants.** :  
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**HATTIE HAYNES, NICOLE HAYWOOD** :  
**AND MAY MENAWI,** : **12-CIV-0741 (KPF) (GWG)**  
: :  
**Plaintiff-Intervenors ,** :  
: :  
**- against -** :  
: :  
**MAVIS DISCOUNT TIRE, INC.,** :  
**MAVIS TIRE SUPPLY CORP.,** :  
**MAVIS TIRE NY, INC., AND** :  
**COLE MUFFLER, INC.,** :  
: :  
**Defendants.** :  
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**CONSENT DECREE**

Plaintiff U.S. Equal Employment Opportunity Commission (“EEOC”) brought this action against Mavis Discount Tire, Inc., Mavis Tire Supply Corp., Mavis Tire NY, Inc., and Cole Muffler, Inc. (collectively, “Defendants” or “Mavis”) under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 (“Title VII”) to correct alleged unlawful employment practices in hiring in its field positions of Manager, Assistant Manager, Mechanic,

Tire Installer and Alignment Technician on the basis of sex and to provide appropriate relief to Nicole Haywood (“Haywood” or “Plaintiff-Intervenor”) and a class of female applicants whom EEOC alleges were adversely affected by such practices.. EEOC also alleges that Mavis also failed to make, keep, and preserve employment records as required under Title VII. Defendants have denied the allegations made by the EEOC and Plaintiff-Intervenor in this action.

In consideration of the mutual promises of each party to this Decree, the sufficiency of which is hereby acknowledged, it is agreed and IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

**I. GENERAL PROVISIONS**

**A. Purpose of this Decree**

1. EEOC and Defendants (the “parties”) desire to settle this action, and therefore do hereby stipulate and consent to the entry of this Decree as final and binding between EEOC and Defendants and Defendants’ successors, assigns, subsidiaries, affiliates, and any other corporation or entity into which Defendants may merge or with which Defendants may consolidate.

2. The Decree resolves the allegations in EEOC Charge of Discrimination number 520-2009-00752 and the Complaints filed by EEOC and Plaintiff-Intervenor in this action. The Decree does not resolve any other charges of discrimination currently pending before EEOC (and EEOC is unaware of any other pending EEOC charges against Defendants related to hiring), or any charge that may be filed in the future against Defendants.

3. The parties agree that this Court has jurisdiction over the subject matter of this litigation and the parties, that venue is proper, and that all administrative prerequisites have been

met. No party will contest the validity of this Decree or the jurisdiction of the federal district court to enforce this Decree and its terms.

4. The terms of the Decree represent the full and complete agreement of the parties. The parties agree that the Decree may be entered into without Findings of Fact and Conclusions of Law being made and entered by the Court.

**B. Definitions**

5. “Defendants” or “Mavis” means Mavis Discount Tire, Inc., Mavis Tire Supply Corp., Mavis Tire NY, Inc., and Cole Muffler, Inc., and their predecessors, successors, assigns, agents, and entities in active concert.

6. “The Commission” or “EEOC” is the U.S. Equal Employment Opportunity Commission, an agency of the United States Government.

7. The term “hire” or “hiring” refers to the filling of a job opening with an individual who is new to Mavis or is a former employee of Mavis.

8. The term “field location” refers to any of Mavis’s service centers where it conducts business in the United States, whether as “Mavis,” “Mavis/Cole Muffler,” or “Cole Muffler.”

9. The term “field employee” refers to any type of the following positions at Mavis’s field locations: Manager, Assistant Manager, Mechanic, Tire Technician, Alignment Technician, or similar or related positions.

10. “Claimant” or “Claimants” refers to Plaintiff-Intervenor and the 13 women who have been identified by the EEOC in this lawsuit and who applied to Defendants from January 1, 2008 through August 31, 2012.

11. “Recently Identified Claimant” or “Recently Identified Claimants” refers to the women who applied for field positions with Mavis whom EEOC alleges were qualified for the field position for which they applied, and who were denied one or more field employee positions with Mavis for the period September 1, 2012 to the Effective Date of this Decree.

12. “Hiring authority” or “hiring authorities” refers to managerial or any other personnel of Mavis who participate in selection decisions related to screening, interviewing, and/or hiring of job applicants for field employee positions.

13. “Day” or “days” means calendar days and includes weekends and holidays.

14. “Effective Date” means the date it is docketed by the Clerk of Court after it is signed by and/or receives approval from the Court.

15. “Expiration Date” means the date three and one-half years from the Effective Date of this Decree.

**C. Applicability of Decree to Successors and Assigns or Upon Purchase, Merger, or Consolidation**

16. Before Mavis engages in any transfer of its business or its assets, it will provide written notice of this lawsuit and a copy of the Complaint and this Decree to any potential purchaser of its business or assets, and to any potential successors, assigns, subsidiaries, or affiliates. Mavis will provide written notice to EEOC twenty-one (21) days before any such purchase.

**D. Amendments to this Decree**

17. By mutual consent of the parties, this Decree may be amended in the interests of justice and fairness and to facilitate execution of this Decree's provisions. No waiver, modification, or amendment of any provision of this Decree will be effective unless made in writing, approved by all parties to this Decree, and approved or ordered by the Court.

**E. Severability**

18. If one or more provisions of this Decree are rendered unlawful or unenforceable as a result of a legislative act or a decision by a court of competent jurisdiction, the following will apply to insure that this Decree continues to effectuate the intent of the parties. The provisions of this Decree which are not rendered unlawful, unenforceable, or incapable of performance as a result of such legislative act or court decision will remain in full force and effect and the parties' responsibilities will not abate as to any and all provisions that have not been rendered unlawful or unenforceable, except to the extent that the intent of this Decree would be undermined.

**F. Breach of Decree**

19. Nothing in this Decree will be construed to preclude EEOC from bringing proceedings to enforce this Decree if Mavis fails to perform any of the terms contained herein. This Decree will be construed by this Court under federal law. A breach of any term of this Decree by Mavis will be deemed a material and substantive breach of this Decree. This provision does not serve to modify paragraph 45 of the Decree.

**G. Notices**

20. Except as otherwise provided for in this Decree, all notifications, reports, and communications to the parties required under this Decree will be made in writing and will be

sufficient as emailed, hand-delivered, faxed, or sent by certified, registered, or overnight mail to the following persons (or their designated successors):

For EEOC: Jadhira Rivera  
Senior Trial Attorney  
Two Gateway Ctr, Ste 1703  
283-299 Market Street  
Newark, N.J. 07102  
jadhira.rivera@eeoc.gov

and

decreemonitor.nydo@eeoc.gov

For Mavis: Greg Riolo  
Jackson Lewis P.C.  
44 South Broadway, 14<sup>th</sup> Floor  
White Plains, New York 10601  
(914) 872-8060

And

Jennifer Papas  
Mavis Tire Inc.  
358 Saw Mill River Road  
Millwood, New York 10546  
(914) 984-2500

Any party may change such addresses by written notice to the other parties setting forth a new address for this purpose.

**H. Geographic Scope of Decree**

21. This Decree will apply to all of Mavis's field locations and all business operations related to such field locations.

## II. INJUNCTIVE RELIEF

### A. Injunctions

22. Mavis, its managers, Officers, agents, and any other person or entity acting on its behalf, are hereby enjoined from failing or refusing to hire female job applicants based on their sex.

23. Mavis, its managers, Officers, agents, and any other person or entity acting on its behalf, are hereby enjoined from failing to make, keep, preserve, and retain all applications, application materials (*e.g.*, resumes, letters, inquiries, e-mails), communications between Mavis and any third party (*e.g.*, job-posting website, newspaper) regarding recruitment efforts or advertisements for employment, and any other materials which reflect information provided to Mavis regarding job applicants, as required by Title VII and its implementing regulations.

24. Mavis, its managers, Officers, agents and any other person or entity acting on its behalf, are hereby enjoined from retaliating against any employee or job applicant who opposes any practice made unlawful by Title VII. Mavis is further enjoined from engaging in any employment practice that discriminates against any job applicant, employee, or any other person because he or she made a charge, or participated, testified, or assisted EEOC in any manner, or sought or received relief in this action, the administrative proceedings in this action, or in any other proceeding under Title VII.

### B. Equal Employment Opportunity Monitor

25. Mavis will designate Jim Booth as the Equal Employment Opportunity Coordinator (“EEO Coordinator”), who will be a management level official of Mavis reporting to the CEO and who possesses the knowledge, capability, organizational authority, and resources to oversee Mavis’s implementation of the terms of this Consent Decree and all other

functions related to equal employment opportunity. The EEO Coordinator also must have a reasonable base of knowledge and experience regarding equal employment opportunity law. Mavis will assign to the EEO Coordinator the responsibility of monitoring Mavis's compliance with this Decree, investigating all complaints of discrimination (or designating someone from outside the Company), and otherwise assuring equal employment opportunity for applicants and employees.

26. If Mavis becomes aware that the EEO Coordinator is unable or unwilling to perform proficiently the functions described in this Decree, or if the EEO Coordinator is no longer employed by Mavis, Mavis will notify EEOC immediately and will propose a new EEO Coordinator to EEOC in writing as soon as practicable for EEOC's review, comment, and approval. If the position remains or is expected to remain vacant for sixty (60) days, Mavis will appoint an interim EEO Coordinator who will be charged with temporarily performing the duties of the position.

27. Prior to appointing an individual to serve as the EEO Coordinator (or an interim or successor EEO Coordinator), Mavis will provide EEOC with a resume of the individual whom it intends to appoint. If EEOC has an objection to the individual Mavis intends to appoint as the EEO Coordinator, it will notify Mavis of its objections, and Mavis will not hire or appoint the individual unless and until the objections are resolved.

**C. Employment Practices Expert**

28. Mavis has retained the services of Jennifer Papas as Senior Counsel and Vice President of Human Resources as an Employment Practices Expert (the "EP Expert") to assist Mavis in its recruitment and hiring efforts in its field locations. The EP Expert will review all Mavis current policies and practices regarding field employee recruitment and hiring. As part of



her assessment of Mavis's current policies and practices, the EP Expert will conduct a survey of current managers, assistant managers, and employees in other field positions, including female employees to solicit employee views about and suggestions for improving gender diversity among field employees at Mavis, the efficacy of Mavis's current anti-discrimination policies and practices, and any other topic the EP Expert believes would be useful in advancing the goals of this Decree. The survey will be conducted at least annually as part of this Decree while it is in effect, to assist the EP Expert in her assessment of the recruitment and hiring initiatives of Mavis.

29. EEOC may confer with the EP Expert retained by Mavis about any matter within the scope of her duties under this Decree.

30. Within ninety (90) days after the effective date of the Consent Decree, the EP Expert will identify and Mavis will adopt interim outreach and recruitment strategies, pending adoption of the comprehensive Recruitment and Hiring Protocol described in paragraph 33, designed to increase the number of female applicants for field employee positions. A report detailing the interim strategies will be provided contemporaneously to EEOC.

31. Within one hundred eighty (180) days after the Consent Decree is entered, and thereafter repeated annually while this Decree is in effect, the EP Expert will prepare a written report summarizing the evaluations, determinations, recommendations, and surveys that she has made or conducted pursuant to this Decree, and the efforts and results of Mavis regarding its recruitment and hiring of women.

32. Within one hundred eighty (180) days after the effective date of the Consent Decree, he/she will develop in consultation with Mavis and EEOC any additional metrics that she deems necessary for assessing Mavis's compliance with the Hiring Goals described in

paragraphs 40-43, including modification or supplementation of any interim and final hiring benchmarks, timelines for achievement of each, and recordkeeping requirements concerning compliance efforts. These metrics will be shared with the EEOC for its review and comment.

33. Within one hundred eighty (180) days after the effective date of the Consent Decree, she will develop in consultation with Mavis and EEOC a Recruitment and Hiring Protocol (the "Protocol") to ensure non-discrimination in hiring, including but not limited to the following elements:

- (a) Job descriptions for each field employee position;
- (b) Minimum qualifications for each field employee position, accurately reflecting the knowledge, skills, and abilities needed for each based on his/her interviews of the managers within the Company;
- (c) Strategies for recruiting female applicants, including identification of organizations that promote women's employment in the automotive field with which Mavis can reach out to for recruitment and form collaborative partnerships;
- (d) A recruitment brochure that features photographs of and testimonials from employees, including women field employees;
- (e) Policies and procedures for advertising vacancies;
- (f) Policies and procedures for evaluating and selecting applicants, including valid selection criteria and guidelines and instruction for conducting applicant interviews;
- (g) Policies and procedures for maintaining applications and applicant flow data.

34. Mavis will provide the draft Protocol to the EEOC prior to implementation for review and comment. Within thirty (30) days of the Protocol's issuance, or within thirty (30) days of the resolution of any objection(s) by the EEOC, Mavis will implement the Protocol. Prior to such implementation, the EP Expert will provide a minimum two (2) hours of training on the Protocol to the Co-Owners and all Vice Presidents, Regional Directors, Regional Training Managers, Store Managers, and any other hiring authority in the Company, including Human

Resources staff. The training will include discussions of conscious and unconscious bias; gender stereotyping; adherence to job-related hiring criteria; and principles for unbiased interviewing, including “behavioral interviewing.” The training also will cover the Hiring Goals; attendees’ obligation to achieve those Goals; and the potential consequences of failure to achieve the Goals. The EP Expert will provide the EEOC with the agenda and content of the training at least seven (7) days in advance of the training session(s) for review and comment.

35. Any new employee who is a hiring authority will receive training in the Protocol by the EP Expert within forty-five (45) days of his or her first day of work.

36. Whenever the EP Expert provides a written evaluation, recommendation, report, or survey results in accordance with this Decree to Mavis, Mavis will ensure that a copy thereof is provided to EEOC contemporaneously.

37. If Mavis becomes aware that the EP Expert is unable or unwilling to perform proficiently the functions described in this Decree, Mavis will notify EEOC immediately and will propose a new EP Expert to EEOC in writing within thirty (30) days for EEOC approval.

**D. Recruitment Commitments**

38. In an effort to increase the female applicant pool, Mavis will contact four local automotive training schools in different regions where the Company operates in an effort to expand the gender diversity of the candidates. To that end, Mavis agrees to post positions for mechanics and/or tire installers with the automotive training schools for vacant positions at stores within a reasonable commuting distance from the school, and contact the appropriate school administrator asking to refer qualified female graduates for positions with Mavis.

39. In furtherance of its commitment to increase female enrollment in automotive training schools, and ultimately qualified females in the automotive field, Mavis agrees to set up

an annual scholarship at four automotive training schools in different regions where Mavis operates for female attendees in the amount of \$2,500.00, with an annual commitment of at least \$10,000.00 for the duration of the Decree. Women who are awarded the scholarships and who successfully complete the automotive training will be offered available field positions in any of Mavis's stores before other equally qualified similarly situated applicants for any available positions, unless good cause exists not to hire a woman who successfully completed such training, in which case Mavis shall provide EEOC with a written explanation as to why such good cause exists within thirty (30) days of each such denial of employment.

**E. Hiring Goals**

40. Defendants will work in good faith to ensure that the percentage of women who are hired in each calendar year on a company-wide basis during this Decree to fill vacant field employee positions conform to the following Hiring Goals and in conjunction with Paragraphs 41-43:

- (a) Managers, Assistant Managers and Trainees: 11.7% of new hires;
- (b) Mechanics: 2.1% of new hires;
- (c) Tire/Alignment Technicians: 2.1% of new hires or the female applicant flow rate, whichever is greater.

41. At the conclusion of one (1) year after the implementation of the Protocol, Mavis will make all good faith efforts to achieve 50% or more of the percentage Hiring Goal on a company-wide basis, *i.e.*, a hiring rate for women of 5.85% or more for Managers, Assistant Managers and Trainees; 1.05% or more for Mechanics; and 1.05% or more or the female applicant flow rate, whichever is greater for Tire/Alignment Technicians .

42. At the conclusion of the second year after the implementation of the Protocol, Mavis will make all good faith efforts to achieve the mean average of the following on a company-wide basis, (i) applicant flow rate for that year and (ii) 75% or more of the Hiring Goal *i.e.*, an applicant and hiring rate for women of 8.77% or more for Managers, Assistant Managers and Trainees; 1.575% or more for Mechanics; and 1.575% or more or the female applicant flow rate, whichever is greater, for Tire/Alignment Technicians.

43. At the conclusion of the third year after implementation of the Protocol, Mavis will make all good faith efforts to achieve, whichever is greater, (i) the female applicant flow rate or (ii) a Hiring Goal of 100% or more of the Hiring Goal for women in each position.

44. Upon achievement of the goals identified in paragraph 40 for each position, Mavis will make all good faith efforts to maintain such representation of female hires for the following two years.

45. Mavis's failure to achieve a hiring goal in one or more of the above field positions for a particular period will not, absent other discriminatory evidence, be considered a violation of this Decree. If EEOC seeks to challenge Mavis's failure to meet a hiring goal before the Court, Mavis shall have the burden of proving by a preponderance of the evidence that it used good faith efforts to achieve the goal.

46. Beginning one year from implementation of the Protocol, and every year thereafter until the Expiration Date, Mavis, with the EP Expert's oversight, will review whether Mavis met the Hiring Goals established in this Decree. At a minimum, this review will be based on an analysis of data gathered pursuant to the Decree, any feedback regarding the numerical Hiring Goals from Mavis's personnel, as well as any complaints, reports, or allegations of sex discrimination or non-compliance with the Decree and investigations thereof. The review will

include at least the following information: (i) Mavis's progress in achieving and maintaining the Hiring Goals for women set forth in this Decree; (ii) assessment of any reasons for any failure to achieve or maintain the Hiring Goal; (iii) determination of what steps have or will be implemented to remedy any failure to achieve or maintain the Hiring Goal and if any district falls below the Company-wide Hiring Goals, any steps to be taken by Mavis to increase the female hiring in that district; and (iv) general review of recruiting and hiring practices, including steps taken to implement the outreach and recruitment practices under the Protocol, to determine if there are any deficiencies in either that require correction or any potential modifications that may further the attainment or maintenance of the numerical Hiring Goal and the purposes of the Decree.

47. Mavis will prepare an Annual Report summarizing the results of these annual reviews and provide the reports to EEOC. The first of these Annual Review Reports will be due no later than ninety (90) days from the first anniversary of the Effective Date of the Hiring Protocol. Every year thereafter, Mavis will submit to EEOC, under the oversight of the EP Expert, an Annual Review Report no later than ninety (90) days after each subsequent anniversary of the Effective Date of the Hiring Protocol. Mavis will create and maintain all data files necessary to facilitate such review.

48. If the Company has failed to attain one or more interim or final Hiring Goals for females as set forth in the Decree, within 4 months of such failure, Mavis, under the oversight of the EP Expert, will conduct and complete a review of the districts that are failing to determine the reasons for non-achievement or non-maintenance of the goals at the direction of the EP Expert which may include: (i) comparison of available applicant flow data to hiring data to assess why an under-representation of women exists by that measure; (ii) a review of records to

assess whether any allegations of possible sex discrimination have been made regarding the regions or hiring authorities as well as the results of any investigations of possible sex discrimination have; (iii) interviews of the region's hiring authorities in question, as well as applicants and employees as reasonably warranted; (iv) a review of recruiting techniques and procedures (including but not limited to advertising) that were used to solicit applicants for that region; and (v) evaluating an appropriate sample of hiring decisions made in the preceding year that resulted in the rejecting a female applicant for employment, comparison with male selectees.

49. Mavis will take into account whether the Company has attained the Hiring Goals herein for any given year in any bonus compensation for Steven Andre as Vice President of Operations, anyone who succeeds Mr. Andre as Vice President of Operations, or any other person who possesses ultimate hiring authority, and failure to achieve the goals herein in any given year will be taken into account for any such discretionary bonus for Mr. Andre (or any individual assuming Mr. Andre's role). In the event that such achievements are not met, Mr. Andre (or any individual assuming Mr. Andre's role) will not be eligible for 10% of the maximum discretionary bonus.

50. For reporting purposes, Mavis will provide a breakdown of the hiring percentages by districts within the Company, but good faith efforts to achieve the Hiring Goals herein will be considered on a Company-wide basis. Annually, in conjunction with its reporting on the Hiring Goals, Mavis will also provide EEOC information showing the rates at which women move from the Trainee position to a Manager or Assistant Manager position.

**F. Non-Discrimination Policy**

51. Mavis has adopted an Equal Employment Philosophy, Harassment Policies, and a Problem Solving Procedure which sets forth and will continue to set forth Mavis's commitment

to equal employment opportunity and to comply with federal laws concerning employment discrimination, including but not limited to the prohibition against sex discrimination, and establish a mechanism for resolving work-related concerns, including discrimination complaints. Such policies have been placed in the Employee Handbook, and will be distributed as part of any training on Company policies pertaining to EEO or anti-harassment. Such policy will also be provided to any new employee upon hire. Such policy may be updated from time to time, with any update made during the pendency of this Decree being provided to EEOC no less than twenty-one (21) days prior to its dissemination.

**G. Anti-Discrimination Training**

52. Within 90 days of the Effective Date of this Decree and for each calendar year during the pendency of this Decree, Mavis will provide sufficient training from any necessary source to enable the EEO Coordinator to proficiently perform his duties under this Decree. This will include no fewer than four (4) hours of initial training for the EEO Coordinator, or whatever additional amount of time the EP Expert deems appropriate, concerning the following: all contents of this Decree that are to be completed; Mavis's Recruitment Goals and Hiring Goals; Mavis's obligation to achieve those Goals; potential consequences of failure to achieve the Goals; the EEO Performance Objectives and their relationship to hiring authority compensation; the respective roles of Mavis, the EEO Coordinator, the EP Expert, EEOC, and the Court in monitoring Decree compliance; the requirements of Title VII, including but not limited to non-discrimination in hiring, work assignments, and advertising; equal employment opportunity-related analysis of personnel selection procedures and criteria; implicit bias; and EEO complaint investigations. Within 180 days of the Effective Date of this Decree and for each calendar year



during the pendency of this Decree, the EP Expert will also select a one-half day seminar on lawful employment practices for the EEO Coordinator to attend.

53. At least annually after the first anniversary of the Effective Date of this Decree while it is in effect, Mavis will provide no fewer than two (2) hours of training to Mavis's Co-Owners and all Vice Presidents, Regional Directors, Regional Training Managers, Human Resources staff involved in hiring, and Store Managers concerning: the requirements of Title VII; the Company's EEO policies and the Recruitment and Hiring Goals of this Decree.

54. Mavis will provide such training to all additional Vice Presidents, Regional Directors, Regional Training Managers, Human Resources staff involved in recruitment and/or hiring, Store Managers, and any other hiring authority hired or promoted during the term of the Decree within forty-five (45) days of the start of their employment.

55. Within one hundred twenty (120) days of the entry of the Decree, Defendants will provide training to all non-supervisory field employees. In the event some employees have not attended the training within the 120 day period, the Company will complete the training as soon as feasible. This training will be conducted either in-person, in writing through or pamphlet, quiz, guidebook or other written distribution form, or via webinars, video or other electronic means. The training will address Defendants' Policies including methods for reporting incidents of suspected discrimination, harassment and retaliation. The training will also address how Defendants will investigate reports of suspected discrimination, harassment and retaliation, and Defendants' procedures for resolving such complaints, including Defendants' disciplinary procedures. The training will also advise employees how to report suspected incidents of discrimination, harassment or retaliation. The training program will be agreed upon with the EEOC.

56. Mavis will provide such training to all new non-supervisory employees in its field locations within 60 days of the start of their employment.

57. All training described in this section will be provided by a trainer or vendor identified by Mavis and approved by EEOC. Thirty (30) days prior to commencing all training described in this section, Mavis will give EEOC the training outline and materials for review and approval. Mavis will implement any recommendations made by EEOC regarding the training. Reference to the training in this Decree is not a representation by EEOC that Mavis has been or currently is in compliance with federal anti-discrimination laws.

58. Within thirty (30) days of all training required by this section, Mavis will provide an electronic list of the names, job titles, dates of hire, and work locations of all Vice Presidents, Regional Directors, Regional Training Managers, Human Resources staff, Store Managers, supervisory employees and non-supervisory employees in its field locations that attended the training, including the date and location of attendance, to EEOC.

#### **H. Statement of Equal Opportunity**

59. Within thirty (30) days of the Effective Date, Mavis's CEO will issue a statement to all Mavis employees stating the company's commitment to "zero tolerance" regarding discrimination on the basis of sex in both hiring and post-hiring employment. An EEO statement also will be prominently displayed on the "Careers" section of the company's website, and in all job application forms, employment brochures, and employment advertisements, job fair materials, and Mavis field locations. Mavis will provide the Statement to EEOC for review, comment, and approval.

**I. Toll Free Number and Dedicated E-Mail Address**

60. Within thirty (30) days of the Effective Date, Mavis will establish a toll free number (the “toll free number”) and secure e-mail address where any Mavis job applicant, employee, or other individual may report complaints of perceived discrimination in violation of Title VII. All complaints received through the toll free number or the e-mail address will be recorded and investigated by the Company, EEO Coordinator or an outside consultant pursuant to the procedures outlined in the Anti-Discrimination Policy. The toll free number and the e-mail address will be issued to all Mavis employees at the time that the CEO issues the statement of equal opportunity as described in paragraph 59, and will be prominently displayed on the “Careers” section of the company’s website, in all Mavis job application forms, and in Mavis field locations in the area where other employee notices are posted.

**J. Posting and Distribution of Notice**

61. Within thirty (30) days of the Effective Date, Mavis will conspicuously post and maintain a “Notice of Lawsuit and Resolution” (the “Notice,” attached as Exhibit A), typed in 14-point font, in all field locations in places where employee notices are posted.

**III. MONITORING AND REPORTING**

62. EEOC may monitor Mavis’s compliance with this Decree through the inspection of Mavis’s premises and records, and interviews with Mavis’s officers, agents, employees, and contractors at reasonable times. Mavis will make available for inspection and copying any records related to this Decree upon request by EEOC.

63. Within fourteen (14) days of the Effective Date and throughout the Decree’s duration, Mavis will retain the following documents in their original, native format, as well as in any other format that Mavis creates or maintains:

- (a) Any and all applications, resumes, cover letters, interview notes, ratings, and any and all other documents related to recruitment, pre-screening and/or the hiring process that were otherwise received or generated by Mavis and were related to field employee positions;
- (b) Job descriptions for all field employee positions;
- (c) Any and all personnel and payroll data related to field employee positions;
- (d) Any and all data, reports or documents to be created or compiled in accordance with this Decree;
- (e) Any and all personnel files related to field employee positions;
- (f) Any and all non-privileged documents created or compiled related to work performed by the EEO Coordinator, or any persons assisting the EEO Coordinator in performing his/her duties;
- (g) Any and all non-privileged documents created or compiled related to work performed by the EP Expert, or any persons assisting the EP Expert in performing his/her duties;
- (h) Copies of all newspaper, internet or other advertisements for employment relating to field employee positions;
- (i) All complaints or reports, formal or informal, in whatever form, of alleged sex discrimination against job applicants for field employee positions or employees in field employee positions and any related documentation;
- (j) All training materials and listings of attendees required by this Decree; and
- (k) Any other non-privileged document or record referenced in or created pursuant to this Decree.

64. On an annual basis, the EEO Coordinator, under the oversight of the EP Expert, will audit Mavis's record retention practices to ensure compliance with their record retention obligations under this Decree, which will be included in the Annual Report to the EEOC, including the steps taken to cure any non-compliance found.

65. Mavis's Annual Report to the EEOC, will include the following: all written, oral, or electronic complaints, formal or informal, of sex discrimination against women seeking field

employee positions or working in Mavis's field locations made to any person with managerial and/or supervisory authority, or to the EEO Coordinator, whether sufficient to state an actionable claim under Title VII or not, and any action taken by Mavis in response to the complaints.

66. The following information will be included about any such complaints:
- (a) the full name, job title, work address, last known home address, last known home telephone number of the complainant;
  - (b) the date(s) the complaint was made or reported;
  - (c) the full name, job title, and work address of any persons who received the complaint;
  - (d) the allegations of sex discrimination and the facts known and/or alleged that are relevant to the complaint; and
  - (e) a summary of Mavis's investigation and action taken in response to the complaint.

67. Within thirty (30) days of completing the Decree provision, Mavis will send EEOC written certification that it has complied with the following provisions:

- (a) Issued and disseminated the statement of equal opportunity as required in paragraph 59;
- (b) Established and disseminated the toll free number and dedicated email address as required in paragraph 60; and
- (c) Posted the Notice as required by paragraph 61.

68. Upon request of the EEOC, Mavis will provide non-privileged documents relating to their investigations of alleged sex discrimination and responses thereto, including, but not limited to, any investigatory reports, memoranda, notes, witness statements, affidavits or other investigation-related materials, to the extent not already provided in any other report to the EEOC

#### IV. RELIEF TO CLAIMANTS

69. Mavis will pay a total of \$2,100,000.00 dollars in monetary relief to the Claimants, Recently Identified Claimants and to the Plaintiff-Intervenor (inclusive of her counsel). The monetary relief will be payable to the Claimants, Recently Identified Claimants, and Plaintiff-Intervenor (inclusive of her counsel), whose names, addresses and payout amounts are set forth in Exhibit B, which is filed under seal. In order to receive such payment, each Claimant and Recently Identified Claimant must execute a release, in the form attached as Exhibit C, an IRS Form W-9, where applicable, and an IRS Form W-4, originals of which will be provided to Mavis prior to any payment being due and owing to the Claimant or Recently Identified Claimant. Within forty-five (45) days of receiving executed releases and W-9 and W-4 forms from an individual Claimant and/or Recently Identified Claimant, Mavis will remit and send to each Claimant and/or Recently Identified Claimant their portion, as identified by EEOC, of the monetary relief.

70. Upon making payments directly to Claimants and Recently Identified Claimants, Mavis will provide 1099 Forms for the compensatory portion of the settlement to each Claimant and Recently Identified Claimant. Each Claimant and Recently Identified Claimant understands that she is responsible for any federal, state or local taxes that may be due on such payments from the 1099 Forms. Mavis will also provide W-2 Forms to Claimants and Recently Identified Claimants, and Mavis will make all the appropriate withholdings for any applicable federal, state, or local taxes and for employee Social Security taxes pursuant to the Federal Insurance Contribution Act (FICA).

71. If Mavis is unable to effectuate any of the payments set forth in Exhibit B to a Claimant or to a Recently Identified Claimant due to faulty contact information or any other

reason, these monies will not revert to Mavis. Instead, Mavis will contact EEOC within 30 days once it learns of such an uneffectuated payment due to faulty contact information or any other reason. EEOC will then inform Mavis within 30 days of such notice by Mavis about either (1) updated contact information for the listed Claimant, or (2) how Mavis is to redistribute those monies among the other Claimants.

## **V. SIGNATURES**

72. Each signatory to this Decree represents that s/he is fully authorized to execute this Decree and to bind the parties on whose behalf s/he signs.

73. Signatures transmitted by facsimile shall be deemed to be originals for all purposes.

## **VI. DURATION OF DECREE**

74. This Decree will remain in effect for three and one-half years from the Effective Date. The Decree will not expire against any signatory while any enforcement action is pending against that signatory.

75. If EEOC believes that Mavis is not in compliance with any sections of this Decree, the EEOC may seek the appropriate relief from the Court, including an extension of Mavis's obligations under this Decree. The Court will retain jurisdiction over this Consent Decree in the event of any such application by a Party.

76. The Court will retain jurisdiction over this action for all purposes including, but not limited to, the entering of all orders, judgments, and decrees as necessary to implement the relief provided herein. Upon signature and approval by the Court, the matter may be administratively closed but will not be dismissed.

APPROVED IN FORM AND CONTENT:

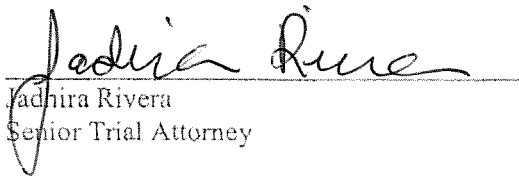
For Plaintiff EEOC:



Raechel Adams  
Acting Regional Attorney  
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
New York District Office  
33 Whitehall Street, 5th Floor  
New York, NY 10004

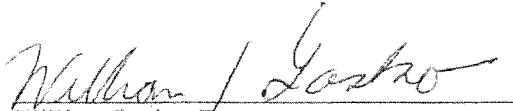


Jeffrey Burstein  
Supervisory Trial Attorney



Jadhira Rivera  
Senior Trial Attorney

For Plaintiff-Intervenor:



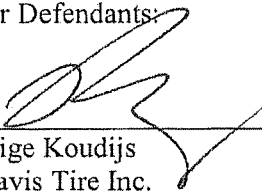
William Lasko, Esq.  
40 Four Brooks Road  
Stamford, CT 06903



Patrick Boyd, Esq.  
The Boyd Law Group, PLLC  
370 Lexington Avenue, Ste 1012  
New York, New York 10017



For Defendants:



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Paige Koudijs  
Mavis Tire Inc.  
358 Saw Mill River Road  
Millwood, New York 10546  
(914) 984-2500

SO ORDERED this 24<sup>th</sup> day of March, 2016



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The Honorable Katherine Polk Failla



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**  
**Newark Area Office**

Two Gateway Center, Suite 1703

283-299 Market Street

Newark, NJ 07102

Intake Information Group: (800) 669-4000

Intake Information Group TTY: (800) 669-6820

Newark Status Line: (866) 408-8075

Newark Direct Dial: (973) 645-4684

TTY (973) 645-3004

FAX (973) 645-4524

Website: [www.eeoc.gov](http://www.eeoc.gov)

**EXHIBIT A**

**NOTICE OF LAWSUIT AND RESOLUTION**

This Notice has been posted pursuant to a Consent Decree entered into between U.S. Equal Employment Opportunity Commission (“EEOC”) and Mavis Discount Tire, Inc., Mavis Tire Supply Corp., Mavis Tire NY, Inc., and Cole Muffler, Inc. (collectively “Mavis”) in settlement of a lawsuit filed by EEOC in the United States District Court for the Southern District of New York.

Federal law prohibits discrimination and/or harassment based on an employee’s sex, race, color, national origin, religion, age, disability status or genetic information. This includes prohibiting hiring discrimination on the basis of sex. Federal law also prohibits retaliation against any employee who files a charge of discrimination, who opposes unlawful activity, or who cooperates in the investigation of a charge or otherwise exercises her or his rights under the law.

Pursuant to the terms of the Consent Decree Mavis:

1. Will not discriminate against any applicant because of her sex and will not retaliate against any person who exercises his or her rights under federal anti-discrimination laws;
2. Has appointed Jim Booth as Equal Employment Opportunity Coordinator (“EEO Coordinator”) to ensure Mavis’s compliance with the Consent Decree, to investigate and resolve all reports of discrimination, and to ensure equal opportunity for all applicants and employees;
3. Has appointed Jennifer Papas as Employment Practices Expert Consultant (“EP Consultant”) to assist Mavis in its recruitment and hiring efforts in its field locations, including the developing and monitoring of a Recruitment and Hiring Protocol to ensure non-discrimination in hiring;

4. Will commit to increase the female applicant pool by contacting four automotive training schools in different regions where Mavis operates in an effort to expand gender diversity of its candidates; Among other relief, Mavis also agreed to set up an annual scholarship at four automotive training schools with an annual commitment of \$10,000 for the duration of the Consent Decree;
5. Will work in good faith to ensure that the percentage of female hires who are hired each calendar year on a company-wide basis during the duration of the Consent Decree conform to outlined Hiring Goals;
6. Has adopted a non-discrimination policy and distribute the policy to all employees, including managers;
7. Has provided and will continue to provide training on federal laws prohibiting employment discrimination to all current and future managers, supervisors and employees;
8. Will issue a Statement of Equal Opportunity by Mavis's CEO to all Mavis employees;
9. Will establish a toll free number and a secure e-mail address where any Mavis applicant or employee may report complaints of discrimination;

EEOC may monitor compliance with the Consent Decree.

Should you have a complaint of discrimination, follow the Company's policy for reporting such complaints, or contact the EEO Coordinator, Jim Booth, or you may contact:

U.S. Equal Employment Opportunity Commission  
New York District Office  
33 Whitehall Street  
New York, New York 10004  
Phone: 800.699.4000  
TTY (for hearing impaired): 800.699.6820  
email: [info@ask.eeoc.gov](mailto:info@ask.eeoc.gov)  
Website: <http://www.eeoc.gov>

Dated: \_\_\_\_\_

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE ALTERED OR  
DEFACED BY ANYONE OR COVERED BY ANY OTHER MATERIAL**

This Notice must remain posted for 3 ½ years from the date shown above and must not be altered, defaced, or covered by any other material. Any questions concerning this Notice or compliance with its provisions may be directed to the U.S. Equal Employment Opportunity Commission at the numbers listed above.

# EXHIBIT B FILED UNDER SEAL