IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
SOUTHERN DIVISION
CIVIL ACTION NO.: 7:25-cv-01267-BO-KS

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	)	
Plaintiff,	)	**CONSENT DECREE**
v.	)	
GATOR STRONG, LLC AND GATOR STRONG NC, LLC,	)	
Defendants.	)	

This Consent Decree embodies the final terms of resolution for the above-styled civil action, as agreed to by the Equal Employment Opportunity Commission (the "Commission"), Plaintiff-Intervenor Carrie Schaefer, Gator Strong, LLC and Gator Strong NC, LLC (Gator Strong LLC and Gator Strong NC, LLC collectively referred to herein as "Defendants") and as entered by this Court.

I. BACKGROUND

1. The Commission instituted this action pursuant to Sections 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 Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981, to correct unlawful employment practices and to secure appropriate relief for Carrie M. Schaefer ("Ms. Schaefer").

2. The Complaint alleges that Defendant Gator Strong, LLC subjected Carrie M. Schaefer to a sexually hostile work environment and terminated her employment in violation of Title VII, and further alleges that Defendant Gator Strong NC, LLC is a successor in liability to Gator Strong, LLC, as Gator Strong, LLC is dissolved and no longer conducting business.

Thereafter, Ms. Schaefer intervened, through counsel, also alleging violations of Title VII.

3. The Commission, Plaintiff-Intervenor, and Defendants (the "Parties") have engaged in settlement negotiations and wish to resolve the allegations contained in the lawsuit without the burden, expense, or delay of further litigation.

4. The Parties have agreed that this action should be finally resolved by this Consent Decree ("Decree") and that this Decree is final and binding on the Parties, their successors, and assigns.

II. FINDINGS

5. 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. The Parties have agreed that this Court has jurisdiction over the Parties and the subject matter of this action and has the authority to enter a decree enforceable against Defendants;

b. The terms of this Decree are adequate, reasonable, equitable, and just;

c. The rights of the Parties and the public interest are adequately protected by this Decree;

d. The purpose and provisions of Title VII will be promoted and effectuated by the entry of this Decree; and

e. This Decree, by the terms contained herein, constitutes a fair and equitable settlement between the Parties and fully and effectively resolves all matters in controversy relating to the above-styled civil action and the underlying administrative charge.

III. TERMS

WHEREFORE, it is ORDERED, ADJUDGED and DECREED as follows:

6. This Decree shall remain in full force and effect for a period of two (2) years from the date of entry by this Court.

7. This Court shall retain jurisdiction of this Decree until the expiration of the two (2) year term. If any disputes raised during the two (2) year term remain unresolved at the time the Decree expires, the duration of this Decree shall be automatically extended, and the Court will retain jurisdiction to enforce this Decree until all such disputes have been resolved.

8. No party shall contest the jurisdiction of this Court to enforce this Decree and the terms hereunder, nor shall any party contest the right of the Commission to bring an enforcement action seeking compliance upon an alleged breach of any term of this Decree by Defendants.

9. This Decree fully and finally resolves the claims asserted by the Commission and Plaintiff-Intervenor in this civil action, styled above as *Equal Employment Opportunity Commission v. Defendants Gator Strong, LLC and Gator Strong NC, LLC*, Civil Action No. 7:25-cv-01267-BO-KS, and the claims asserted by Ms. Schaefer in the underlying administrative charge, EEOC Charge No. 433-2023-03660.

10. This Decree does not resolve any other charge of discrimination filed with the Commission, whether previously filed, currently pending, or which may be filed with the Commission in the future. The Commission reserves all rights to proceed with the investigation and/or litigation of any other charges or claims, including, but not limited to, the investigation and litigation of any pending or future charges or claims against Defendants and all affiliated entities.

11. The terms of this Decree are and shall be binding upon the Parties and upon the present and future representatives, agents, directors, officers, successors, and assigns of Defendants.

12. If any provision of this Decree shall be deemed unenforceable, the remaining provisions shall survive and remain in full force and effect.

13. Where the term "Defendant" or "Defendants" is used in this Decree, or when a Defendant is specifically referenced, it encompasses Defendants, its officers, agents, servants, employees, successors, and assigns, and all those in active concert or participation with any of them.

IV. INJUNCTIVE RELIEF

14. Defendants are enjoined from subjecting any employee to harassment because of sex in violation of Title VII of the Civil Rights Act of 1964, including by creating, permitting or maintaining a sexually hostile work environment or failing to correct sexually harassing behavior in the workplace.

15. Defendants are enjoined from discriminating or discharging any employee because of sex in violation of Title VII of the Civil Rights Act of 1964.

V. MONETARY RELIEF

16. Defendants shall pay to Ms. Schaefer the total sum of twenty-five thousand dollars ($25,000.00) in full and final settlement of this action, *Equal Employment Opportunity Commission v. Defendants Gator Strong, LLC and Gator Strong NC, LLC, Civil Action No. 7:25-cv-01267-BO-KS*, and the claims asserted by Ms. Schaefer in the underlying administrative charge, *EEOC Charge No. 433-2023-03660.* Defendants shall make payments as described in paragraphs a. and b. below:

a. Within ten days of the entry of this degree, Defendants shall make two payments as follow: The first check for $5,000 will be made payable to "Carrie M. Schaefer" less all-applicable tax withholdings, for claims related to lost wages. This payment will be sent to Carrie M. Schaefer at an address provided by counsel for Plaintiff-Intervenor. An associated W-2 form will be sent to Carrie M. Schaefer by tracked delivery

at an address provided to Defendants by counsel for Plaintiff-Intervenor. The second check for $5,000 will be made payable jointly to "Carrie M. Shaefer and the "The trust account for Ennis, Baynard, Morton, Medlin & Brown, PLLC" and shall be sent to Carrie M. Schaefer at an address provided by counsel for Plaintiff-Intervenor. An associated 1099 form will be sent to Carrie M. Schaefer by tracked delivery to an address provided to Defendants by counsel for Plaintiff-Intervenor.

b. Three additional payments of $5,000 each shall be made at three-month intervals following the entry of this Decree. The first shall be made payable three months following the entry of this Decree, a second shall be made payable six months after the entry of this Decree, and a third shall be made payable nine months after the entry of this Decree. Each $5,000 payment will be made payable jointly to "Carrie M. Shaefer and the "The trust account for Ennis, Baynard, Morton, Medlin & Brown, PLLC" and shall be sent to Carrie M. Schaefer at an address provided by counsel for Plaintiff-Intervenor. An associated 1099 form will be sent to Carrie M. Schaefer by tracked delivery to an address provided to Defendants by counsel for Plaintiff-Intervenor.

c. Defendants shall concurrently submit copies of the checks or records of electronic transfer of payments to the Commission by electronic mail to EEOC-CTDO-decree-monitoring@eeoc.gov.

17. Neither the Commission nor Defendants makes any representation, or assumes responsibility for any tax liability, assessments, interest, penalties, and/or costs that Plaintiff-Intervenor may or may not incur on such payments under local, state, and/or federal law.

18. If the Commission is required to issue a Form 1098-F in connection with payments made under this Decree, the EIN and the name and address of Defendants' representative to whom

the copy of the Form 1098-F should be directed are as follows:

Defendants' EIN: 99-3151296

Name of Individual: Danny Vulin

Physical Address: 6960 Carolina Beach Rd., Wilmington, NC 28412

19. The Commission has made no representations regarding whether the amount paid pursuant to this Decree qualifies for the deduction under the Internal Revenue Code. The provision of the Form 1098-F by the Commission does not mean that the requirements to claim a deduction under the Internal Revenue Code have been met. Any decision about a deduction pursuant to the Internal Revenue Code will be made solely by the IRS with no input from the Commission. The Parties are not acting in reliance on any representations made by the Commission regarding whether the amounts paid pursuant to this agreement qualify for a deduction under the Internal Revenue Code.

VI. POLICY REVISIONS

20. Within thirty (30) days of the entry of this Consent Decree, Defendant Gator Strong NC, LLC shall revise and distribute its Non-discrimination/Equal Opportunity Employment Policy to each of its employees. At a minimum, Defendant's revised Non-discrimination/Equal Opportunity Employment Policy, shall contain the following:

a. an explanation of the requirements of Title VII and its prohibition against sex discrimination and sexual harassment;

b. a requirement that supervisor, manager, or HR department employees shall promptly document all verbal or written complaints or other information regarding a report of possible discrimination or harassment;

c. a requirement that any supervisor, manager, or HR department employee who sees, hears or is otherwise notified of discrimination or harassment of any employee must send, within 48 hours, a written notice of the incident to Defendants' owners.;

d. a statement that Gator Strong NC, LLC will thoroughly investigate all complaints of discrimination or harassment, including sexual harassment;

e. a procedure for the prompt commencement of an internal investigation after a complaint is made or received and for immediate and appropriate remedial action to be taken upon conclusion of an investigation, including disciplinary action up to and including termination of employment;

f. a statement that any supervisor or manager who permits discrimination or harassment to occur, fails to report discrimination or harassment, or fails to implement measures outlined in the anti-discrimination policy to remedy discrimination or harassment be appropriately disciplined, up to and including termination of employment;

g. a statement that Gator Strong NC, LLC will follow up with the individual(s) reporting the discrimination or harassment at the conclusion of the investigation, to notify those individuals that Defendants have taken corrective action, as appropriate, to address the alleged discrimination or harassment; and

h. a statement that all information (correspondence, witness statements, notes etc.) related to a discrimination or harassment investigation will be confidential and retained in a designated confidential file.

Within forty-five (45) days of the entry of this decree, Defendant Gator Strong NC, LLC will notify the Commission that it has complied with the requirements of this section.

21. During the term of this Consent Decree, Defendant Gator Strong NC, LLC shall distribute its revised Non-discrimination/Equal Opportunity Employment Policy to all new employees and instruct them to review it at the time of hire.

22. During the term of this Consent Decree, Defendant Gator Strong NC, LLC shall post a copy of its revised Non-discrimination/Equal Opportunity Employment Policy in all of its facilities, in a place where it is visible to all employees. If the posting becomes defaced or unreadable, Defendant Gator Strong NC, LLC shall replace it by posting another copy promptly. Within fifteen (15) days of distributing copies of its revised Non-discrimination/Equal Opportunity Employment Policy, Defendant Gator Strong NC, LLC will post the policy and notify the EEOC that it has been posted.

23. Within forty-five (45) days of the entry of this Consent Decree, Defendant Gator Strong NC, LLC's Chief Executive Officer and/or Chief Operating Officer(s) shall prepare, sign, and distribute to employees a letter addressed to all employees containing the following: (a) a statement that Title VII of the Civil Rights Act of 1964 prohibits discrimination and/or harassment based on sex; (b) a statement that Defendants are distributing the letter and have revised its Non-discrimination/Equal Opportunity Employment Policy; (c) a statement that any employee, including any Executive, Manager or Supervisor, who is found to have engaged in sexual harassment shall be subject to discipline, up to termination; (d) a statement that any Executive, Manager or Supervisor, who fails to take appropriate action in accordance with Defendants' revised Non-discrimination/Equal Opportunity Employment Policy in response to an employee's complaint of harassment and/or discrimination shall be subject to discipline up to and including termination; and (e) a statement that no employee will be subjected to retaliation for making complaints of discrimination and/or harassment or cooperating in an investigation. Defendant Gator Strong NC,

LLC shall attach the revised Non-discrimination/Equal Opportunity Employment Policy to the above-described letter. Within ten (10) days of dissemination of this letter to their employees, Defendant Gator Strong NC, LLC shall report compliance with this paragraph to the EEOC.

VII. ANTI-HARASSMENT TRAINING

24. Defendant Gator Strong NC, LLC shall provide an initial training program to all Executives, Managers, Supervisors, and employees within 90 (ninety) days of the entry of this Consent Decree. Thereafter, Defendant Gator Strong NC, LLC shall provide a training program to all Executives, Managers, Supervisors, and employees approximately twelve (12) month intervals throughout the duration of this Decree. The initial training and each subsequent training shall be at least one hour in length and include an explanation of:

a. an explanation of the requirements of Title VII, and its prohibition against sexual harassment in the workplace;

b. Title VII's prohibition against harassment and discrimination based on sex;

c. Title VII's prohibition on retaliation;

d. a statement that Title VII prohibits employees as well as managers from using discriminatory or harassing comments and/or engaging in discriminatory or harassing conduct in the workplace based on sex;

e. an explanation of Gator Strong NC, LLC's Discrimination and Harassment Policy;

f. an explanation of the rights of employees and the responsibilities of Reporting Officials under the Non-discrimination/Equal Opportunity Employment Policy, including to whom and how to report discrimination and/or harassment;

g. an explanation of the types of conduct that may constitute sexual harassment, sex discrimination, and retaliation; and

h. the penalties for engaging in discriminatory or harassing behavior.

25. The initial training and every subsequent training shall be in-person or virtual, and Defendant Gator Strong NC. LLC shall notify the Commission at least fourteen (14) days in advance so that so that one or more representative(s) from the Commission can attend the training programs required at the sole discretion of the Commission.

26. Defendant Gator Strong NC, LLC shall require every employee and manager to participate in the training. Any new employee hired during the term of the Consent Decree shall be provided with the training at their initial orientation.

27. At least fourteen (14) days prior to the commencement of each training program, Defendant Gator Strong NC, LLC shall submit to the EEOC an agenda for the training program by electronic mail sent to EEOC-CTDO-decree-monitoring@eeoc.gov.

28. Within ten (10) days of completing each training program during the term of the Decree, Defendant Gator Strong NC, LLC shall certify to the EEOC the specific training which was undertaken and shall provide the EEOC with the date and time the training took place; the identity of the trainer; the duration of the training; a statement confirming that all agenda items and material previously provided the EEOC for approval were presented to the attendees at the training; and a roster of all employees in attendance.

29. Defendant Gator Strong NC, LLC shall be responsible for all costs associated with developing, providing, and monitoring the training required under this section.

VIII. POSTING OF NOTICE TO EMPLOYEES

30. Withing thirty (30) days of the entry of this Decree, and continuing throughout the term of this Decree, Defendant Gator Strong NC, LLC shall conspicuously post the attached Employee Notice, marked Exhibit A, hereby made a part of this Decree, in a place where it is visible to employees at each of its facilities. The posted Notice shall be on paper that is no smaller than 8.5 x 11 inches. If the Notice becomes defaced or unreadable, Defendants shall replace it by promptly posting another copy of the Notice. Within forty-five (45) days of the entry of this Decree, Defendant Gator Strong NC, LLC shall notify the EEOC that the Notice has been posted pursuant to this provision.

IX. REPORTING REQUIRMENTS

31. During the term of this Decree, Defendant Gator Strong NC, LLC shall provide the Commission with semi-annual reports. The first of these reports will be due one hundred twenty (120) days after the entry of this Decree. Each subsequent report will be due six (6) months after the previous report, except that the final report is due one hundred and twenty (120) days before the conclusion of the term of this Decree. The reports will include the following information:

a. the identities of all individuals, if any, who have complained either verbally or in writing of unwelcome conduct based on sex, including conduct the individual believed to be sexual harassment, or believed to be a violation of Gator Strong NC, LLC's' Discrimination and Harassment Policy. For each individual, provide the following:

i. the individual's name, telephone number, address, and job title;

ii. a detailed description of the complaint if the complaint was made verbally, or a copy of the written complaint if the complaint was made in writing;

iii. a detailed summary of the action taken in response to the complaint; and

iv. an explanation of whether the individual's employment status has changed in any respect (for example, including but not limited to, termination of employment, demotion, promotion, or reduced to part-time from full-time) since Gator Strong NC, LLC was notified of his or her complaint and the reasons why the individual's employment status changed.

b. copies of all written complaints from employees or statements from Executives, Supervisors or Managers that were forwarded to any Reporting Official pursuant to Gator Strong NC, LLC's Discrimination and Harassment Policy. For each complaint or statement provide the following information:

i. the full name, last-known address, and last-known phone number of each individual identified in the complaint(s) and/or statement(s); and

ii. the identity of each person involved in investigating the complaint(s); and

iii. identity of each person taking action on the complaint(s).

c. In the event there is no activity to report, Defendant Gator Strong NC, LLC shall send the Commission a report stating that there has been no activity.

d. In each report made pursuant to this paragraph, Defendant Gator Strong NC, LLC shall include a certification that the Notice identified as Exhibit A to this Decree remains posted as required.

32. The EEOC may review compliance with this Decree. As part of such review, the Commission may inspect any of Defendant Gator Strong NC, LLC's facilities after providing five (5) business days' notice..

X. REMEDIES

33. All amounts payable under this Decree are debts owed to the United States of

America and the United States is entitled to collect such debt if payment is not made in accordance with this Decree.

34. Should Defendants fail to pay any amount due under this Decree within the time frame established by this Decree, Defendants will be liable for interest on any unpaid amount, accruing from the first date of default.

XI. MISCELLANEOUS PROVISIONS

35. All notices to Defendants by the Commission pursuant to this Decree shall be sent by electronic mail to danny@gatorstrongservices.com and jim@leonecs.com and btoups@cshlaw.com. All reports or other documents sent to the Commission by Defendants pursuant to this Decree shall be sent by electronic mail to: EEOC-CTDO-decree-monitoring@eeoc.gov.

36. In the event that Defendant Gator Strong, LLC revives its corporate status during the term of this Decree, all provisions contained in Sections V through VIII hereinabove that name Defendant Gator Strong NC, LLC, shall also apply to Defendant Gator Strong, LLC.

37. This Decree shall be binding on Defendants and all of Defendants' successors-in-interest. Defendants shall notify all such successors-in-interest of the existence and terms of this Decree until it has expired.

38. Each party shall bear its own costs and attorney's fees incurred in connection with this action.

10-2-26
Date

Terrence Boyle
TERRENCE W. BOYLE
United States District Judge

The parties jointly request that the Court approve and enter this Consent Decree:

Considered and agreed to by:

Melinda C. Dugas, Regional Attorney
EEOC Charlotte District

James Leone for Gator Strong, LLC

Jointly submitted by:

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,
Plaintiff

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COUNSEL FOR PLAINTIFF-INTERVENOR

The parties jointly request that the Court approve and enter this Consent Decree:

Considered and agreed to by:

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EEOC Charlotte District

James Leone for Gator Strong, LLC

Daniel F. Vulin for Gator Strong NC, LLC

Jointly submitted by:

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Plaintiff

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14 (second page 14 w/ Daniel F. Vulin signature)

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EXHIBIT A

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF NORTH CAROLINA
CASE NO. 7:25-CV-1267-BO-KS

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	)
Plaintiff,	)
and	)
GATOR STRONG LLC, AND GATOR STRONG NC, LLC,	)
Defendants.	)

EMPLOYEE NOTICE

1. The EEOC alleged that Gator Strong, LLC discriminated against Carrie M. Schaefer by subjecting her to a sexually hostile work environment and discharging her in violation of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"). The EEOC also alleged that Gator Strong NC, LLC (this company) was a successor in interest to Gator Strong, LLC. This Notice is posted as part of the settlement reached between the EEOC and Defendants resolving the case.

2. Federal law requires that employers not discriminate against any employee or applicant for employment because of the individual's sex. This also prohibits harassment or maintenance of a hostile work environment based on sex. Federal law also prohibits retaliation against employees because they have opposed unlawful employment discrimination or because they gave testimony or assistance in or participated in an employment discrimination investigation, proceedings or hearing, or otherwise asserted the rights under the laws enforced by the EEOC.

3. Defendants will comply with such federal law in all respects. Furthermore, Defendants will not take any actions against employees because they have exercised their rights, reported an alleged violation under the law or provided testimony, assistance or participation in any investigation, proceeding or hearing conducted by the U.S Equal Employment Opportunity Commission.

Employees have the right to report allegations of employment discrimination in the workplace. An employee may contact their local U.S Equal Employment Opportunity Commission field office for the purpose of filing a charge of employment discrimination. To locate the nearest field office, contact:

U.S. Equal Employment Opportunity Commission
131 M. Street, N.E.
Washington, DC 20507
TEL: 1-800-669-4000
TTY: 1-800-669-6820
www.eeoc.gov

This Notice will remain posted for at least two (2) years by agreement with the EEOC.
DO NOT REMOVE THIS NOTICE UNTIL: _____