

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF INDIANA
SOUTH BEND DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.) Case No. 3:22-cv-00831-DRL
)
KEYSTONE RV COMPANY,)
)
Defendant.)

CONSENT DECREE

Plaintiff Equal Employment Opportunity Commission (“EEOC”) filed this action against Defendant Keystone RV Company (“Defendant”) on September 28, 2022, alleging that Defendant violated the Americans with Disabilities Act of 1990 (“ADA”) and Title I of the Civil Rights Act of 1991 when it refused to provide Brandon Meeks, a former employee at Defendant’s Plant 35, a reasonable accommodation of leave for medical treatment for his disability and terminated him. Defendant filed an Answer to the Complaint on October 26, 2022, denying the allegations asserted by the EEOC in its complaint.

The Court has determined liability against Defendant. The Parties have advised the Court that they desire to resolve damages without the burden, expense, and delay of further litigation and agree to the entry of this Consent Decree (“Decree”). This Consent Decree does not constitute an admission by either party as to the claims or defenses of the other.

The EEOC and Defendant (“Parties”) agree that this Court has jurisdiction over the parties and the subject matter of this action.

Based on the record as a whole, this Court finds that:

1. The Court has jurisdiction over the subject matter of this action and over the parties,

venue is proper, and all administrative prerequisites have been met.

2. This Consent Decree may be entered into without findings of fact and conclusions of law having been made and entered by the Court.

3. The Court, having examined the terms of this Consent Decree, finds it is reasonable, just, and in accordance with the ADA.

4. The Court further finds that entry of this Consent Decree will further the objectives of the ADA and will be in the best interest of the parties, those for whom the EEOC seeks relief, and the public.

Accordingly, the Court GRANTS the joint motion to approve the parties' proposed Consent Decree [66], DENIES AS MOOT the pending motions *in limine* [55, 56], and ISSUES a Consent Decree as follows:

TERM, SCOPE, AND ISSUES RESOLVED

1. This Decree will remain in effect for a period of two years from the date of its entry.
2. This Decree, unless otherwise specified, applies to all of Defendant's facilities and all of its managers, supervisors, and human resources personnel.
3. This Decree completely and fully resolves and discharges all claims made by the EEOC in its Complaint filed in this action.
4. Nothing in this Decree shall be construed to limit or to reduce Defendant's obligation to comply fully with the ADA or any other federal employment statute.
5. This Decree in no way affects the EEOC's right to bring, process, investigate or litigate other charges not asserted in this action that may be in existence or that may later arise against Defendant, in accordance with standard EEOC procedures.
6. This Decree is not intended to create an alternate route for the adjudication of

employment discrimination claims made by an applicant, current employee, and/or former employee of Defendant against Defendant. To the extent an applicant, current employee, and/or former employee files a charge of discrimination with the EEOC (or dual-filed with a similar state agency), such charge will be handled through the EEOC's normal administrative process, including its conciliation process if applicable. The filing of a charge of discrimination in and of itself will not trigger an enforcement action under, or otherwise be considered a violation of, this Decree.

INJUNCTIVE RELIEF

7. Throughout the duration of the Decree, Defendant and its successors, assigns, managers, supervisors, and human resources personnel are enjoined from:

- a. Failing to engage in an interactive discussion with an applicant or employee with a disability who requires an accommodation to Defendant's attendance policy;
- b. Denying a qualified individual with a disability a reasonable accommodation to Defendant's attendance policy absent undue hardship; and,
- c. Discharging a qualified individual with a disability based on a violation of Defendant's attendance policy without considering whether the individual could be accommodated under the attendance policy.

MONETARY PAYMENT

8. In settlement of the EEOC's claims in this lawsuit, Defendant shall pay the total amount of \$95,460.00 to Brandon Meeks. Defendant shall make this payment by issuing two separate checks payable to Brandon Meeks as follows: (1) one check constituting back pay in the amount of \$16,460.00, minus standard payroll tax withholdings; and (2) one check constituting compensatory and punitive damages in the amount of \$79,000.00, which shall be reported on an IRS form 1099 Miscellaneous Income Statement. Defendant shall not deduct from the backpay

payment the employer's share of any costs, taxes, or Social Security. Defendant shall not make any deductions from the compensatory and punitive damages payment.

9. Defendant shall make all payments by sending the checks to Brandon Meeks by certified mail within ten (10) business days of the entry of this Decree, to an address provided by the EEOC. The backpay check must be accompanied by a statement detailing all deductions.

10. Within ten (10) business days after payments are mailed to Brandon Meeks, Defendant shall submit a copy of the checks issued to Mr. Meeks and proof of delivery to the EEOC by emailing them to the Regional Attorney, c/o Alysia Robben, Trial Attorney, at alysia.robben@eeoc.gov and to monitoring-eeoc-indo@eeoc.gov.

EQUITABLE RELIEF

A. Policies and Procedures

11. Defendant has represented that it has revised Defendant's Policy No. 710: Attendance and Punctuality to state that Defendant will make exceptions to the policy, and/or excuse an employee's absence, when required by the ADA as a reasonable accommodation for employees with disabilities. Defendant has represented that it further revised this Policy No. 710 to describe, or make reference to, the process by which an employee may request reasonable accommodation to the attendance policy.

12. Defendant has represented that it revised Defendant's Policy No. 140: Disability Accommodation to specify the process by which Defendant will receive and review requests for reasonable accommodation under the ADA. The revised policy includes: (a) the process by which an employee may request an accommodation for a disability, (b) the process by which Defendant's supervisors, plant managers, and human resources staff will receive and review requests for accommodation, (c) a description of the process that Defendant will undertake to consider the

request and the engagement in the interactive process, and (d) the process by which Keystone will inform an employee of whether their request for an accommodation has been granted or denied.

13. Within thirty (30) days of entry of this Decree, Defendant will create a means by which employees may request reconsideration of Defendant's decision regarding their requests for accommodation. The reconsideration process will give the employee the opportunity to present additional information regarding their accommodation request and the Defendant an opportunity both to reconsider its decision and to consider alternate accommodations which may not pose an undue hardship. Defendant will provide a description of the reconsideration process to employees at the time they are notified of the decision regarding their requests for accommodation.

14. Defendant has represented that it has distributed the revised policies, adopted pursuant to Paragraphs 11 and 12 (collectively, "Policies") to all employees. The distribution of the revised Policies was completed by hand delivery to each employee who was employed with Defendant as of October 1, 2023. The revised Policies were distributed at the time of hire to each employee who became employed with Defendant after October 1, 2023. Defendant also posted a notice of Defendant's revised Policies and a copy of the revised Policies in at least one location per facility, in a place where it is visible to all employees. The notice and revised Policies shall remain posted for a minimum of ninety (90) days after entry of this Decree. If the notice and revised Policies become defaced or unreadable, Defendant shall replace them with another copy. The revised Policies shall also be distributed to all new employees, upon hire, for the term of this Decree. The revised Policies shall also be available upon request by the employee for the term of this Decree.

B. Training

15. Defendant has represented that it has provided ADA training for all managers and group leaders in all of Defendant's facilities and for all human resources personnel, as follows.

- a. The training was live and in person.
- b. The training was 60 minutes in length.
- c. The training included a question-and-answer period.
- d. The training covered all areas of prohibited ADA employment discrimination and included special emphasis on reasonable accommodation and the duty to engage in an interactive process. The training included instruction on the meaning of “disability” under the ADA, as amended; the availability of unpaid leave as a reasonable accommodation; and the differences between the requirements of the ADA and the Family and Medical Leave Act (FMLA). The training also specifically reviewed Defendant’s Policies and procedures implemented pursuant to Paragraphs 10 and 11 of this Decree and Defendant’s expectations of compliance therewith.
- e. Defendant has represented that it completed this training at all facilities as of April 30, 2024.

16. Within ten (10) business days of entry of this Decree, Defendant will provide the EEOC with written documentation that the training occurred, including the name and contact information for the trainer/training program, the date(s) the training was completed, an outline of the training contents, a copy of any training materials presented or distributed during the training, and a list identifying the name for all trainees who attended such training by emailing them to Kenneth Bird, Regional Attorney, at kenneth.bird@eeoc.gov and monitoring-eeoc-indo@eeoc.gov.

17. Throughout the term of this Decree, for any manager or group leader hired or promoted into management, and for any human resources representative hired, transferred, or promoted into human resources, Defendant shall provide the same training described in Paragraph 15 within sixty (60) calendar days of the individual’s hire or transfer/promotion, except that this

training may be conducted by viewing a video recording of the training. Defendant shall take attendance at all training sessions required by this Paragraph 17 and shall keep an attendance list identifying the name and title of each participant in the training. Defendant shall maintain these records for the duration of the Decree.

18. Defendant shall repeat the training required in Paragraph 15 for its group leaders, managers, and human resources personnel on an annual basis throughout the term of this Decree, for a total of two trainings. However, the subsequent training after the initial training may be conducted as a “refresher” training. The annual “refresher” trainings must be a minimum of 30 minutes in length; must cover the topics covered by the initial training with special emphasis on reasonable accommodation under the ADA and Defendant’s reasonable accommodation and attendance policies as implemented pursuant to this Decree; and must include the opportunity for questions and answers by participants. Defendant shall maintain a list of all participants at all training sessions required by this Paragraph 18, which identifies the name and title of each attendee, to certify participation in the training. Defendant shall maintain these records for the duration of the Decree.

C. Notice posting

19. Within fifteen (15) days of the entry of this Decree, Defendant will post a full-size copy of the attached Notice (Appendix A), signed and dated by Defendant, in a conspicuous location visible to employees at all of Defendant’s facilities. Defendant will ensure that each such posted copy of the Notice will remain posted in this manner for the term of this Decree. Defendant will ensure that each such copy of the Notice that it posts is not removed, hidden, defaced, altered, or rendered unreadable by weather, sunlight, or any other cause, for the duration of the posting period, and Defendant will promptly replace any copy of the Notice that is removed, defaced,

altered, or rendered unreadable or that has become hidden.

D. Reporting Requirements

20. Within sixty (60) calendar days of entry of this Decree, Defendant shall report to the EEOC on compliance with the requirements of Paragraphs 11, 12, 13, 14, and 19, and include in the report: i.) a copy of all revised Policies; and ii.) the date on which Defendant posted, and the location in which Defendant posted at all of Defendant's facilities, each copy of the Notice posted pursuant to Paragraph 19.

21. As set forth in Paragraph 16, within ten (10) business days of entry of this Decree, Defendant will provide the EEOC with written documentation that the training occurred, including the information specified in Paragraph 16.

22. On an annual basis beginning on the anniversary date of entry of this Decree, for a total of two reports, Defendant shall report to the EEOC with the following information, with the last report due thirty (30) days prior to the expiration of the Decree:

- a. An affirmation that it has provided the trainings required by Paragraphs 17 and 18, including the date(s) of any training(s) and a copy of the attendance sheets for each training that legibly identifies the names and titles of all attendees for each training;
- b. Confirmation of continued Notice posting in compliance with Paragraph 19 of this Decree, to include identification of the location in which the Notice is posted as of the date of the report; and,
- c. Each instance on which Human Resources received a request from an employee at Plant 35 for an accommodation to Defendant's attendance policy. The report shall identify the employee by initials; the date that the request was made or the need for accommodation was identified; a description of the accommodation requested; whether the

accommodation was granted or denied; and, if denied, a detailed description of the reason for the denial. The report shall also include whether a request for reconsideration was made and if so, the outcome. If no such requests were made, the report shall so state. Defendant agrees to additionally report the information set forth in this Paragraph 22(c) for each applicable employee within thirty (30) days of Defendant's decision granting or denying that employee's request for an accommodation to Defendant's attendance policy (or within thirty (30) days of a reconsideration decision to the extent applicable).

23. If the EEOC reasonably determines further inquiry is necessary into compliance with the terms of this Decree as it relates to the information reported pursuant to Paragraph 22(c), Defendant shall produce the full name, mailing address, and telephone number for any employee identified in the report, and all documentation related to the employee's request for an accommodation and Defendant's denial of such request, within fifteen (15) days after a written request by the EEOC directed to Defendant's counsel.

24. All reports sent to the EEOC by Defendant pursuant to this Decree (except as stated in Paragraph 10) shall be sent by electronic mail to Kenneth L. Bird, Regional Attorney, Indianapolis District Office, Equal Employment Opportunity Commission, via kenneth.bird@eoc.gov and monitoring-eeoc-indo@eoc.gov.

E. Neutral Reference

25. On any occasion on which an employer or prospective employer of Brandon Meeks inquires with Defendant regarding Meeks' employment, Defendant will provide a neutral response identifying only the dates of Meeks' employment and the position Meeks held.

ENFORCEMENT

26. The Court retains jurisdiction to hear and resolve any disputes concerning enforcement of the Decree which may be brought to the Court's attention. The Court will have available powers to enforce the Decree, including, but not limited to, monetary sanctions, injunctive relief, and extension of the term of the Decree.

27. The EEOC may investigate compliance with this Decree in the event the EEOC reasonably believes that a violation of this Decree may have occurred. As part of such investigation, the EEOC may, upon reasonable notice to Defendant's General Counsel, David G. Thomas at thomd@keystonerv.com and to Defendant's outside counsel, interview Defendant's employees and examine and copy Defendant's documents that are pertinent to the EEOC's allegations of noncompliance. Defendant may, at its own option, have counsel present during any interview of Defendant's management employees. Defendant must comply with all reasonable requests from the EEOC.

28. In the event the EEOC alleges that a violation of this Decree has occurred, the EEOC will give notice in writing, specifically identifying the alleged violation to Defendant, with a copy to its counsel. Defendant shall respond to the allegation within fourteen (14) days. After Defendant responds, the parties shall have a period of fourteen (14) days, or such additional period as may be agreed to by them, in which to negotiate and confer regarding the EEOC's allegation.

29. If the parties are unable to resolve their dispute, the EEOC may petition the Court to enforce the terms of the Decree. Defendant shall have the opportunity to respond to any such petition.

COSTS AND FEES

28. Each party shall bear its own costs and attorneys' fees incurred in

connection with this action.

29. Defendant shall bear all costs associated with the administration and implementation of its obligations under this Decree.

MISCELLANEOUS PROVISIONS

30. The individual who should receive the copy of the Form 1098-F if the EEOC is required to issue one is:

Name: David G. Thomas, General Counsel

Address: 2642 Hackberry Drive
P.O. Box 2000
Goshen, IN 46527

Email: thomd@keystonerv.com

31. The EEOC has made no representations regarding whether the amount paid pursuant to this settlement qualifies for the deduction under the Internal Revenue Code.

32. The provision of the Form 1098-F by the EEOC does not mean that the requirements to claim a deduction under the Internal Revenue Code have been met.

33. Any decision about a deduction pursuant to the Internal Revenue Code will be made solely by the IRS with no input from the EEOC.

34. The parties are not acting in reliance on any representations made by the EEOC regarding whether the amounts paid pursuant to this Decree qualify for a deduction under the Internal Revenue Code.

35. The terms of this Decree are and shall be binding upon the present and future owners, officers, directors, employees, creditors, agents, trustees, administrators, successors, representatives, and assigns of Defendant.

36. During the term of this Decree, Defendant shall provide a copy of this Decree to any purchaser or transferee, and to any other potential successor, prior to any sale, merger, or transfer of assets.

37. This Decree may only be amended by the Court.

SO ORDERED.

May 24, 2024

s/ Damon R. Leichty

Judge, United States District Court

APPENDIX A



NOTICE TO ALL EMPLOYEES OF KEYSTONE RV COMPANY

This notice is being posted as part of a Consent Decree entered by a federal court resolving a lawsuit between Keystone RV Company and the U.S. Equal Employment Opportunity Commission (EEOC).

It is unlawful for an employer to discriminate against any employee or applicant for employment based on disability. In other words, an employer may not make any decision regarding job application procedures, hiring, promotion, discharge, pay, job training, and other terms, conditions, and privileges of employment based on disability, nor may an employer harass an employee because of disability or tolerate workplace harassment based on disability.

The law requires employers to provide reasonable accommodation to an employee or job applicant with a disability – unless doing so would cause significant difficulty or expense for the employer.

A reasonable accommodation is any change in the work environment, or in the way things are usually done, to help a person with a disability apply for a job, perform the duties of a job, or enjoy the benefits and privileges of employment. Keystone RV Company will comply with its obligation under the ADA to provide reasonable accommodation to its qualified employees with disabilities, including making appropriate adjustments or modifications to policies.

Time off from work for medical treatment or recovery may constitute a reasonable accommodation, regardless of an employee's length of service or eligibility for any other type of workplace benefit. **Keystone RV Company will provide reasonable accommodations related to Policy 710: Attendance and Punctuality for qualified employees with disabilities.**

If you wish to request a reasonable accommodation, you should immediately contact your supervisor or local Human Resources representative.

If you believe you have been discriminated or retaliated against, contact the U.S. Equal Employment Opportunity Commission (EEOC) at (463) 999-1240, toll free: 1-800-669-4000, TTY: (317) 226-5162, or www.eeoc.gov.

Keystone RV Company

Date

This Notice shall remain posted for a period of two years.