# United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge		David	H. Coar	Sitting Judge if Other than Assigned Judge				
CASE NUMBER 00 C		5714	DATE	12/19	/2000			
CASE TITLE			EEOC, et al vs. Burns International Security					
[In the following box (a nature of the motion be			i) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the ing presented.]					
DOCKET ENTRY:								
(1)	□ File	Filed motion of [ use listing in "Motion" box above.]						
(2)	□ Brie	Brief in support of motion due						
(3)	□ Ans	Answer brief to motion due Reply to answer brief due						
(4)	□ Rul	Ruling/Hearing on set for at						
(5)	□ Stat	Status hearing[held/continued to] [set for/re-set for] on set for at						
(6)	□ Pre	Pretrial conference[held/continued to] [set for/re-set for] on set for at						
(7)	□ Tria	Trial[set for/re-set for] on at						
(8)	□ [Be	[Bench/Jury trial] [Hearing] held/continued to at						
(9)		This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to]  ☐ FRCP4(m) ☐ General Rule 21 ☐ FRCP41(a)(1) ☐ FRCP41(a)(2).						
[Other docket entry] This action is resolved by this consent decree. Defendants are permanently enjoined from discriminating on the basis of religious beliefs by failing to accommodate those beliefs Burns will modify its uniform policy to accommodate religious beliefs, provided that such accommodation does not impose an undue hardship on the company. Burns will pay attorneys fees and damages in the amount of \$50,00.00 to Martin and her attorney. The consent decree is in effect for one year and the Court retains jurisdiction solely for the purpose of enforcing this Consent Decree. ENTER								
(11) For further detail see order attached to the original minute order.]								
	No notices required, advised in open court.				2	Document Number		
V	No notices required.			<u>.</u>	number of notices			
	Notices mailed by judge's staff.  Notified counsel by telephone.			•	DEC 28 2000°			
	Docketing to mail notices.				date docketed	1/1		
Mail AO 450 form.			9	·	docketing deputy initials			
Copy to judge/magistrate judge.		1	EMITTING.	12-27-00				
PAMF		courtroom deputy's initials	<u></u>	20 27 PN 2: 57	date mailed notice			
			1	received in lerk's Office	mailing deputy initials			

## IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	) )
Plaintiff,	Civil Action No. 00 C 5714
and	Judge Coar
MARQUESHA MARTIN,	) )
Plaintiff-Intervener,	
<b>v.</b>	
BURNS INTERNATIONAL SECURITY SERVICE D/B/A KANE SECURITY,	To Topic Top
Defendant.	

## **CONSENT DECREE**

## Introduction

- 1. Plaintiff, Equal Employment Opportunity Commission, ("EEOC") commenced this action alleging that Defendant Burns International Security Service d/b/a Kane Security ("Burns International") discriminated against Marquesha Martin ("Martin") in violation of Title VII of the Civil Rights Act of 1964, as amended 42 U.S.C. Section 2000e et seq. ("Title VII"). Martin subsequently intervened in the lawsuit. Specifically, EEOC alleged that Burns International refused to allow Martin to wear her hijab (religious head scarf) pursuant to her religious beliefs, and terminated her. Burns International denies the allegations.
- 2. As a result of their having engaged in comprehensive settlement discussions, EEOC, Martin, and Burns International have agreed that this action should be finally resolved by this Consent Decree. This Consent Decree is intended to and does fully and finally resolve any and all

issues and any and all claims arising out of the Complaint filed by EEOC in this action. Nothing contained in this Consent Decree shall be construed as an admission with respect to any of the claims of the suit.

#### **Findings**

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

- 3. This Court has jurisdiction over the subject matter in this action and of the parties.
- 4. The terms and provisions of this Consent Decree are fair, reasonable, equitable and just. The rights of the parties and the public interest are protected adequately by this Consent Decree.
- 5. The Consent Decree conforms with the Federal Rules of Civil Procedure and Title VII, and is not in derogation of the rights and privileges of any person. The entry of this Consent Decree will further the objectives of Title VII and will be in the best interest of the parties and the public.

## NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

## **Non-Discrimination**

- 6. Burns International, its officers, agents, successors, and assigns are permanently enjoined from discriminating on the basis of religious beliefs by failing to accommodate those beliefs.
- 7. Burns International will modify its uniform policy to reasonably accommodate the sincerely held religious beliefs of its employees, providing that such accommodation does not impose an undue hardship on the company.

#### Non-Retaliation

8. Burns International, its officers, agents, employees, successors, and assigns shall not engage in reprisal or retaliation of any kind against any person because of such person's opposition to any practice made unlawful under Title VII; or because of filing a charge, testifying or participating in any manner in any investigation, proceeding or hearing under Title VII; or because an individual was identified as a possible witness for EEOC; or because of any assertion of rights under this Consent Decree.

## **Monetary Relief**

9. Burns International will pay attorneys fees and damages in the amount of \$50,000.00 to Martin and her attorney as follows: Within five (5) calendar days of Burns International's receipt of a release executed by Martin after consultation with her attorney, Burns International will send (1) a certified check for damages in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00) made out to Marquesha Martin to 1411 Division Street, Apt. 407, Baltimore, MD 21217; and (2) a certified check for attorneys fees in the amount of TWENTY THOUSAND DOLLARS (\$20,000.00) made out to Kamran Memon to 200 South Michigan Avenue, Suite 1240, Chicago, IL 60604. On April 3, Burns International will send a final certified check to Martin at her address in the amount of FIFTEEN THOUSAND DOLLARS (\$15,000.00). Within five (5) calendar days of the mailing of each check, Burns International shall certify to EEOC that the check was mailed and the date on which it was mailed.

## **Posting of Notice**

10. Within ten (10) calendar days of entry of this Consent Decree, Burns International shall conspicuously post the Notice of Non-Discrimination attached hereto as Exhibit 1 at both of Kane Security's facilities in Illinois, in a location or locations readily accessible to and commonly

frequented by Kane Security employees. The Notice shall remain posted during the term of this Consent Decree. Burns International shall certify to EEOC within ten (10) calendar days of the entry of this Consent Decree that the Notice has been properly posted.

#### **Training**

11. Burns International shall provide training concerning the prohibitions against religious discrimination to all current Kane Security personnel who are involved in employee assignments for Kane Security's facilities in Illinois. Burns International shall provide the training within ninety (90) calendar days of the entry of the Consent Decree. Within ten (10) calendar days of the completion of the training, Burns International shall notify the Commission of the dates the training was conducted, the name and job title of the person(s) who conducted the training, and the name and job title of each person who received the training. Burns International shall have the option either to utilize its own employees to conduct this training or to utilize outside consultants.

## **Record Keeping**

- 12. Burns International shall maintain and keep available for inspection and copying by the Commission for the duration of this Consent Decree the following records for Kane Security's facilities in Illinois:
  - A. Documents relating to all persons employed by Kane Security who sought an accommodation from Kane Security or from Burns International because they could not comply for religious reasons with Burns International's dress/uniform code or the dress/uniform code of a customer of Burns International, including but not limited to records identifying the employee's name, social security number, home address and telephone number, the accommodation sought, the accommodation provided, if any, or the reason no accommodation was provided;

- B. Documents relating to all persons who were involuntarily removed from their positions (i.e., demoted, transferred, or terminated) by Burns International because they could not comply for religious reasons with Burns International's dress/uniform code or the dress/uniform code of a customer of Burns International, including but not limited to records identifying the employee's name, social security number, home address and telephone number, date of removal from position, name of position from which he/she was removed, and facility at which he/she was employed.
- C. All non-privileged documents created, maintained, or utilized by Burns International in performing or administering the terms of this Consent Decree.
- 13. For the duration of this Consent Decree, Burns International shall make all records referred to in Paragraph 12 available for inspection and copying by EEOC within a reasonable period of time after EEOC so requests. For purposes of allowing EEOC to verify Burns International's compliance with this Consent Decree, Burns International shall make available any agents and/or employees whom the Commission reasonably asks to interview, accompanied by counsel where appropriate.

#### Reporting

- 14. Every six (6) months for the duration of this Consent Decree, Burns International shall provide EEOC with a written report containing:
- A. A summary of the information collected pursuant to Paragraph 12, above, during the preceding six months; and
- B. A certification by Burns International that the Notice required to be posted in Paragraph 10, above, remained posted during the entire six month period preceding the report.

## **Dispute Resolution**

of the terms of this Consent Decree, the EEOC shall notify Burns International in writing and Burns International will then have ten (10) business days in which to satisfy the EEOC that there has not been a violation or that the violation has been corrected. If at the expiration of such time period, the dispute has not been resolved to the mutual satisfaction of the EEOC and Burns International, then either party may immediately resort to the Court for a determination regarding whether or not any further action or relief is required under the Consent Decree, and if so, to seek any appropriate relief.

## **Duration of Consent Decree and Retention of Jurisdiction**

16. The Consent Decree shall be in effect for a period of one (1) year commencing on the date of entry of this Consent Decree, during which the Court will retain jurisdiction of this matter solely for the purpose of enforcing this Consent Decree.

## **Miscellaneous Provisions**

- 17. The terms of the Consent Decree shall be binding and enforceable upon EEOC, Martin, and Burns International and all present and future successors, representatives and assigns of each of them.
- 18. Burns International shall provide any successor with a copy of this Consent Decree within a reasonable time prior to the conclusion of negotiations for acquisition or assumption of control of Burns International and shall inform the EEOC of its compliance with this section in writing within five (5) days of such compliance.
- 19. When this Consent Decree requires submission by Burns International of reports, certifications, notices, or other materials to the EEOC, they shall be mailed to: Burns International Settlement, c/o Jeanne B. Szromba, Trial Attorney, Equal Employment Opportunity Commission,

500 West Madison Street, Suite 2800, Chicago, Illinois, 60661. When this Consent Decree requires submission by the EEOC of materials to Burns International, they shall be mailed to John M. Stephen, PORTER, WRIGHT, MORRIS & ARTHUR, 41 South High Street, Columbus, Ohio 43215.

For the Equal Employment Opportunity Commission:

C. Gregory Stewart General Counsel

Gwendolyn Young Reams Associate General Counsel

**Equal Employment Opportunity** Commission Washington, D.C. 20507

For Burns International:

Roger Guerin

Counsel for Defendant

**ROTHSCHILD BARRY & MYERS** 

55 West Monroe **Suite 3900** Chicago, IL 60603 (312) 372-2345

For Marquesha Martin

John Cl Hendrickson Regional Attorney

Supervisory Trial Attorney

Jeanne B. Szromba Trial Attorney

**Equal Employment Opportunity** Commission 500 West Madison Street

Suite 2800 Chicago, IL 60661

(312)353-7456

Date

DEC 192000

Counsel for Plaintiff-Intervener

200 South Michigan Avenue

**Suite 1240** 

Chicago, IL 60604

(312) 786-0200

SO ORDERED

Hon. David H. Coar

United States District Judge

## IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	)					
Plaintiff,	Civil Action No. 00 C 5714					
and	) Judge Coar					
MARQUESHA MARTIN,  Plaintiff-Intervener, v.  BURNS INTERNATIONAL SECURITY	) ) ) )					
SERVICE D/B/A KANE SECURITY,  Defendant.	) ) ) _)					
NOTICE TO ALL KANE SECURITY EMPLOYEES						
This Notice is posted pursuant to a Consent Decree jointly agreed upon between the U.S. Equal Employment Opportunity Commission and Burns International Security Service resolving a lawsuit in U.S. District Court, No. 00 C 5714.  The lawsuit alleged that Burns International Security Service d/b/a Kane Security ("Kane") had						
violated Title VII of the Civil Rights Act of 1964, as amended, by failing to accommodate the religious practices of one of its employees and then terminating her. Kane denies the allegations. Kane and the EEOC entered into the Consent Decree as an amicable way of providing monetary relief to the former employee who filed the charge upon which the lawsuit was based, and resolving all outstanding differences that may have existed in this case.						
The Consent Decree provides that Kane will app to reasonably accommodate the religious beliefs of its en laws against discrimination, and pay monetary damages						
Title VII prohibits employers from discriminating origin, and from retaliating against employees who opp Equal Employment Opportunity Commission is the ager any complaints of discrimination or questions concerning EEOC at the address and phone number given below.	ncy responsible for enforcing Title VII. If you have					
Equal Employment Opportunity Commission	Burns International Security Service d/b/a Kane Security					
Dated:						

## THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED OR REMOVED

This Notice must remain posted for one (1) year from the date shown above. Any complaints of discrimination or questions concerning this Notice or compliance with its provisions may be directed to the Equal Employment Opportunity Commission, Chicago District Office. Telephone: (312) 353-7546.