

**UNITED STATES DISTRICT COURT FOR THE
SOUTHERN DISTRICT OF FLORIDA
Fort Pierce Division**

Case No. 06-14176-CIV-MARTINEZ-LYNCH

**UNITED STATES EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,**

Plaintiff,

vs.

AWARENESS TECHNOLOGY, INC.,

Defendant.

CONSENT DECREE

I. THE LITIGATION

1. This Consent Decree ("Decree") is made and entered into by and between Plaintiff, the Equal Employment Opportunity Commission ("Commission" or "EEOC") and Awareness Technology, Inc. ("Awareness" or "Defendant"). The Commission and Defendant are collectively referred to as the "Parties" throughout this Decree.

2. Plaintiff EEOC filed this action alleging Awareness violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et. seq., ("Title VII") and the Pregnancy Discrimination Act ("PDA") when it discriminated against Charging Party Suzanne Roberts because she was pregnant and when it retaliated against Suzanne Roberts after she complained about discrimination. Specifically, EEOC alleged that Awareness violated Title VII when it harassed Suzanne Roberts because she was pregnant and then demoted her to a lesser position because of her pregnancy. After Suzanne Roberts complained to her direct supervisor, Peggy Peaslee, and to higher management about the discrimination and harassment, Awareness fired

Suzanne Roberts without conducting an investigation of her discrimination complaints. Defendant denies and continues to deny that it engaged in any form of discrimination or retaliation but is resolving this matter to avoid the time and expense of continued litigation. There has been no finding of fact by the Court as to whether discrimination or retaliation occurred.

3. In the interest of resolving this matter and as a result of having engaged in comprehensive settlement negotiations, the parties have agreed that this action should be finally resolved by entry of this Consent Decree ("Decree"). This Decree fully and finally resolves any and all issues and claims arising out of the Complaints filed by EEOC in this action arising from the Charge of Discrimination filed by Suzanne Roberts against Awareness Technology, Inc. The Parties further agree that this Decree does not resolve any future or pending Charges of Discrimination other than the Charge referred to in this paragraph.

II. FINDINGS

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

- a. This Court has jurisdiction of the subject matter of this action and of the parties.
- b. No party shall contest the jurisdiction of this Federal Court to enforce this Decree and its terms or the right of EEOC to bring an enforcement suit upon alleged breach of any term(s) of this Decree.
- c. The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of the Charging Party and the public interest are adequately protected by this Decree.

d. This Decree conforms with the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and will be in the best interests of Charging Party, EEOC, the public, and Defendant. The Court determines that this Agreement is in the best interests of the parties.

e. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, and officers of Awareness.

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

III. GENERAL INJUNCTIVE PROVISIONS

5. Defendant, its officers, managers, employees, agents, partners, successors, and assigns are enjoined from engaging in conduct that discriminates on the basis of pregnancy or in conduct that constitutes retaliation in violation of Title VII of the Civil Rights Act of 1964, as amended, and the Pregnancy Discrimination Act.

6. Defendant, its officers, agents, employees and all persons acting in concert with it are enjoined from engaging in any form of retaliation against any person because such person has opposed any practice made unlawful under Title VII, filed a Charge of Discrimination under Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under Title VII, or asserted any rights under this Decree.

IV. ADOPTION AND DISTRIBUTION OF POLICY AGAINST PREGNANCY DISCRIMINATION AND RETALIATION

7. Awareness shall revise its anti-discrimination policy ("Policy") to be distributed to all current and future employees within thirty (30) calendar days after the entry of this Consent Decree. After review by EEOC pursuant to paragraph 8, Awareness shall distribute its anti-discrimination policy pursuant to paragraph 9. The Policy shall clearly define prohibited conduct

and specifically prohibit harassing, demoting, firing, or taking any adverse action against an employee because that employee is pregnant or because of condition related to pregnancy, such as pregnancy related health care, medical appointments, and/or pregnancy related absences. The Policy shall also prohibit discrimination and harassment against employees who seek information about whether certain job duties should be performed during pregnancy. The Policy shall provide that complaints of discrimination, inquiries about making such complaints, or inquiries about Defendant's Policy, may be made to any supervisory person in the chain of command or directly to human resources personnel. The Policy shall provide that employees may complain about discrimination or seek information about making such a complaint during working hours without making an appointment for such purpose. The Policy shall state that no employee will be penalized in any manner for making such complaint, seeking information about making such a complaint, seeking information about the Awareness Policy, and/or participating in any investigation or follow-up contact concerning such a complaint, even if the employee must leave his or her workstation to do so, provided that the employee shall notify his or her supervisor that the employee is leaving the workstation to go Human Resources. The Policy shall state that if an employee requests permission to leave his or her workstation for the purpose of seeking guidance or assistance from human resources personnel or to review information about Defendant's policies, including its discrimination Policy, Awareness must grant the employee permission to leave his or her workstation and Awareness will not penalize or criticize any employee who makes such a request or leaves the workstation for such purpose. The Policy shall state that employees who make discrimination complaints, seek information about making such a complaint, or provide information related to such complaints will be protected against retaliation; employees will not be required to complain of discrimination to a person against

whom they allege; the employer will protect the confidentiality such complaints to the extent possible; the employer will take immediate and appropriate corrective action if and when it determines that discrimination has occurred; and employees who violate the policy are subject to discipline up to and including discharge. The Policy shall also specify that prohibited behavior will not be tolerated from its employees, customers, clients and any other persons present at any of its facilities.

8. A copy of the Policy referenced in paragraph 7 shall be forwarded to EEOC within **thirty (30)** calendar days of entry of this Consent Decree. This and any other submissions, reports, certifications, notices, or other materials that are required to be submitted to EEOC shall be mailed to: Awareness Settlement, c/o Trial Attorney Maria Kate Boehringer, United States Equal Employment Opportunity Commission, One Biscayne Tower, 2 S. Biscayne Blvd., Suite 2700, Miami, Florida 33131.

9. The Policy referenced in paragraph 7 shall be distributed to all of Defendant's employees and management staff within **sixty (60)** calendar days of entry of this Consent Decree and shall be included in any relevant policy or employee manuals kept by Defendant's business. The Policy referenced in paragraph 7 shall also be kept and maintained in a conspicuous and accessible place for all employees at all of Defendant's facilities and printed in a font that is easily legible (at least 11 point font). The Policy shall be kept and maintained in an area that is accessible to all assembly workers and shall not be maintained in the office of any particular supervisor, team leader, or manager.

10. A copy of the Policy referenced in paragraph 7 shall be distributed to each new regular full-time, part-time, or temporary employee on the day the employee is hired. If an employee requests another copy of the Policy, Awareness shall provide a duplicate copy of the

Policy to the employee. The manager responsible for distributing the Policy to each new employee shall review the Policy in depth with the employee. Defendant shall maintain records demonstrating that each new employee discussed the Policy with the responsible manager and illustrating the length of time spent discussing the Policy. If the new employee does not communicate in English, Defendant shall use an interpreter to ensure that the new employee receives and understands the Policy in his or her native language.

V. TRAINING

11. During each of the **three (3)** years covered by this Decree, Defendant shall provide specific training to all Awareness employees, including all management personnel, on all equal employment opportunity laws (including pregnancy discrimination and retaliation) and the Policy referenced in paragraph 7. This training shall be conducted separately from other job-related training and/or business-wide meetings and the training session/s shall be dedicated solely to all equal employment opportunity laws and Defendant's Policy referenced in paragraph 7. Defendant shall provide specific training to all employees, supervisors, team leaders, and managers concerning the strict prohibition against penalizing any employee in any manner whatsoever for making a complaint of discrimination, for making inquiries about making such a complaint, and/or for participating in any investigation of such a complaint. The training shall be conducted by Indian River Community College by a trainer agreed upon by EEOC. Defendant shall, within thirty (30) calendar days from the entry of this Consent Decree, provide to EEOC the resume of the person whom it suggests to conduct the training. The first training shall take place within **sixty (60)** calendar days of entry of this Decree. The remainder of the training sessions shall take place annually and no later than August 1st of each year throughout

the duration of the Decree. Defendant shall use interpreters at all trainings to ensure that non-English speaking employees understand the information discussed.

12. Within ten **(10) business** days of the completion of training, Defendant shall notify EEOC of the dates the training was conducted, the name and job title of the person(s) who conducted the training, the name and job title of the interpreter(s) used for the training and languages spoken at the training, and the name and job title of each person who received the training.

13. Defendant will provide to EEOC any and all copies of pamphlets, brochures, outlines or other written materials provided to the participants of the training sessions before any materials are used during the training.

VI. POSTING OF NOTICE

14. Within **ten (10)** business days after entry of this Decree, Defendant shall post eleven (11) inches by fourteen (14) inches laminated copies of the Notice attached as Exhibit A to this Decree at all of its facilities in a conspicuous location easily accessible to and commonly frequented by employees of Defendant. The Notices shall be posted in English and Spanish. The Notices shall remain posted for three (3) years from the date of entry of this Decree. Defendant shall take all reasonable steps to ensure that the postings are not altered, defaced or covered by any other material. Defendant shall certify to EEOC in writing within **fifteen (15)** business days after entry of the Decree that the Notices have been properly posted.

VII. RECORD KEEPING AND REPORTING

15. Defendant shall furnish to EEOC the following written reports twice annually for a period of **three (3)** years following entry of this Decree. The first report shall be due six (6) months after entry of the Decree. Each such report shall contain:

a. A description of each complaint of discrimination, including the names of the complaining parties and witnesses and the resolution of such complaint (including the name, gender, social security number, address, telephone number) of each person complaining about discrimination.

b. A description of any and all action Defendant took in response to each complaint, conclusions reached, and actions taken as a result of each complaint.

c. A certification by Defendant that the Notice required to be posted remained posted during the entire six (6) month period preceding the report.

16. Defendant shall provide EEOC with copies of all documents or records referred to in Paragraph 15. In addition, Defendant shall provide the last known home address, home telephone number, and mobile telephone number for all persons within its employ during the term of the Decree whom EEOC requests and identifies for purposes of verifying compliance with this Decree within **ten (10)** business days of EEOC's request. Defendant shall permit employees whom EEOC requests to interview for the purposes of verifying compliance with this Decree to speak confidentially with EEOC. In the event that EEOC is unable to contact an employee for purposes of verifying compliance with this Decree, it shall notify Defendant and Defendant shall, within **ten (10)** business days, provide EEOC with the employee's scheduled hours of work over the next fourteen (14) day period so that EEOC can conduct these interviews at these employees' breaks, at the end of the day, or at some other time convenient to the employee and EEOC. Defendant agrees that it will not discourage employees from participating in these interviews.

17. Nothing contained in this Decree shall be construed to limit any obligation Defendant may otherwise have to maintain records under Title VII or any other law or regulation.

VIII. MONETARY RELIEF FOR CHARGING PARTY

18. Defendant shall pay an aggregate of \$ 60,000.00 to resolve this litigation to be paid solely to Suzanne Roberts within ten (10) calendar days after entry of the Consent Decree and to be distributed to Suzanne Roberts as follows:

- a. \$15,000.00 shall be representative of lost wages, less amounts required to be withheld for federal, state, and local income taxes. Defendant will issue an IRS Form W-2 to Suzanne Roberts for such amount, and Defendant shall be responsible for paying the employer's share of any federal, state and local, income taxes, and social security withholdings.
- b. \$45,000.00 shall be representative of compensatory damages. Defendant shall issue an I.R.S. Form 1099 to Suzanne Roberts for this amount.

19. Defendant shall mail all payments described in paragraph 18 directly to Suzanne Roberts, by Certified Mail (Return-Receipt) at the following address: 3494 Southeast Jake Court, Apt. #79, Stuart, Florida 34994. Copies of all payments and I.R.S. Forms shall be forwarded to the attention of Maria Kate Boehringer, Trial Attorney, U.S. Equal Employment Opportunity Commission, One Biscayne Tower, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131 within five (5) calendar days of issuance.

20. If Defendant fails to tender the payments described in paragraph 18, above, then Defendants shall pay interest on the defaulted payment at the rate calculated pursuant to 26

U.S.C. Section 6621(b) until the same is paid, and bear any additional costs incurred by the caused by the non-compliance or delay of the Defendant.

IX. DISPUTE RESOLUTION

21. In the event that EEOC believes that Defendant has failed to comply with any provision(s) of the Decree, EEOC shall have the right to seek Court intervention. Additionally, no party shall contest the Court's jurisdiction to hear a dispute arising from the Decree nor challenge EEOC's ability to bring an action to enforce the terms of the Decree in this Court.

X. DURATION OF THE DECREE AND RETENTION OF JURISDICTION

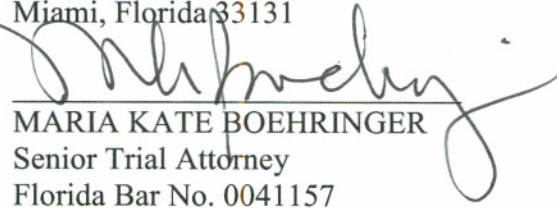
22. All provisions of this Decree shall be in effect for a period of **three (3)** years immediately following entry of the Decree.

23. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.

For U.S. Equal Employment Opportunity
Commission:


NORA E. CURTIN

Regional Attorney
United States Equal Employment
Opportunity Commission
One Biscayne Tower
2 S. Biscayne Blvd., Suite 2700
Miami, Florida 33131


MARIA KATE BOEHRINGER
Senior Trial Attorney
Florida Bar No. 0041157

For Defendant:


MARY FREEMAN, President
Awareness Technology, Inc.

DATED: June 13, 2007

ENTERED:

THE HONORABLE JOSE E. MARTINEZ
UNITED STATES DISTRICT COURT JUDGE

EXHIBIT A

NOTICE TO ALL AWARENESS TECHNOLOGY, INC. EMPLOYEES
POSTED PURSUANT TO CONSENT DECREE

This Notice is being posted pursuant to a Consent Decree entered by the United States District Court in EEOC v. Awareness Technology, Inc., Civil Action No. 06-14176-CIV-MARTINEZ. In the lawsuit, EEOC alleged that Awareness Technology, Inc. ("Awareness") discriminated against Suzanne Roberts because she was pregnant and retaliated against her after she complained about discrimination in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Awareness has not admitted to EEOC's allegations of discrimination or retaliation. Under the terms of the Consent Decree Awareness made a monetary payment to Suzanne Roberts. Awareness has adopted a policy that prohibits discrimination and retaliation against employees. Title VII protects individuals from employment discrimination because of their race, religion, color, national origin, and/or sex, including pregnancy. Title VII also protects individuals from retaliation for having complained of an unlawful employment practice. Awareness does not condone employment discrimination of any kind as set forth in federal anti-discrimination laws, including, but not limited to, pregnancy discrimination and retaliation.

Awareness assures its employees that it supports Title VII and will not take any action against an individual because he/she has exercised his/her rights under the law to oppose discriminatory acts or to file charges with EEOC. Appropriate corrective action, up to and including termination, based upon the circumstances involved, shall be taken against any employee (including management personnel) found to have violated the Awareness policy prohibiting discrimination.

EEOC enforces the federal laws against discrimination in employment on the basis of disability, race, color, religion, national origin, sex, and age. If you believe you have been discriminated against, you may contact EEOC at (305) 808-1740. EEOC charges no fees and has employees who speak languages other than English.

This Notice must remain posted for **three (3)** years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to: Awareness Settlement, c/o Senior Trial Attorney Maria Kate Boehringer, EEOC, One Biscayne Tower, 2 S. Biscayne Blvd., Suite 2700, Miami, Florida 33131.

Dated:

Mary Freeman
President/Owner
Awareness Technology, Inc.