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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

_____)
Equal Employment Opportunity)
Commission,)
)
Plaintiff,)
)
vs.)
)
)
Federal Cleaning Contractors, Inc.,)
d/b/a Federal Building Services, Inc.,)
an Illinois corporation,)
)
Defendant.)
_____)

CIV 04-2063 PHX DGC

CONSENT DECREE

This Action was commenced on October 18, 2004, when the Equal Employment Opportunity Commission ("EEOC"), an agency of the United States, filed a Complaint alleging that Federal Cleaning Contractors, Inc. ("Defendant"), had committed violations of Title VII of the Civil Rights Act of 1964 ("Title VII"). The Title VII violations were based upon Defendant's alleged discrimination against Carmen Morales Cruz, Liveth Romero, and a class of females because of their sex by subjecting them to sexual harassment and creating a hostile work environment. In addition, the EEOC alleged that Defendant constructively discharged Carmen Morales Cruz and a class of female employees because of sexual harassment and hostile work environment.

Defendant expressly denies the allegations of discrimination against the named individuals and the other unidentified females. The parties have now conferred and resolved their differences and agree that this case should be

1 disposed of by a Consent Decree. The parties desire to resolve the instant
2 controversy without the burden, expense and delay of further litigation and by
3 separate Motion seek final approval of this Decree by the Court.

4 It is, therefore, the finding of this Court, made on the pleadings and the
5 record as a whole, as follows:

6 Nothing contained in this Consent Decree shall be construed as an
7 admission by Defendant that it has violated Title VII.

8 This Court has jurisdiction over the parties and the subject matter of this
9 action pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.
10 Code § 2000e - et seq.

11 The provisions of Title VII will be carried out by the implementation of the
12 following Decree; and

13 This Decree is intended to and does resolve all matters in controversy
14 between the parties.

15 It is therefore ORDERED, ADJUDGED and DECREED as follows:

16 **MONETARY RELIEF**

17 1. Defendant shall pay \$77,000 in resolution of the claims in this
18 litigation as back pay and compensatory damages.

19 2. The names of the class members and their respective monetary
20 awards are set forth in Attachment A, attached hereto. Within the latter of
21 thirty-five days from the entry of the decree or January 6, 2006, the Company
22 shall pay one-half of the aggregate settlement amount, divided proportionately
23 among the class members as set forth in Attachment A and the Notice of
24 Settlement, by cashier's checks payable to each class member at the
25 addresses provided by the EEOC. The EEOC shall immediately, upon the entry
26 of the Consent Decree, provide the Company with the mailing addresses of the
27 class members in writing. No later than 45 days after the date of mailing the first
28 payments, the Company shall pay the remaining one-half of the aggregate

1 settlement amount, divided proportionately among the class members as set
2 forth in Attachment A and the Notice of Settlement, by cashier's checks payable
3 to each class member at the addresses provided by the EEOC. At the time of
4 mailing, a copy of the checks mailed, reflecting the monetary compensation to
5 the persons named on Exhibit A, shall be mailed to the Regional Attorney,
6 United States Equal Employment Opportunity Commission, 3300 North Central
7 Avenue, Suite 690, Phoenix, Arizona 85012.

8 The class members and the EEOC represent that only Carmen
9 Morales-Cruz now seeks back pay damages and that no other class member
10 seeks or shall seek back pay damages. As such, only the back pay amount
11 identified in Attachment A for Morales-Cruz will be subject to federal, state and
12 local withholding. The Company will issue I.R.S. Form 1099 to each class
13 member for the amounts identified as compensatory damages in Attachment A.

14 3. Defendant will not condition the receipt of individual relief on a
15 charging party or class member's agreement to (a) maintain as confidential the
16 terms of this decree, (b) waive her statutory right to file a charge with any federal
17 or state anti-discrimination agency for any prospective conduct, or (c) waive the
18 right to apply for a position with the Defendant.

19 **NON-MONETARY RELIEF**

20 4. Federal Cleaning Contractors, Inc., its officers, agents, employees,
21 and successors, is enjoined from discriminating against employees working in
22 the State of Arizona because of their sex.

23 5. Federal Cleaning Contractors, its officers, agents, employees, and
24 successors, is enjoined from retaliating against any current or former employees
25 at its facility located at 400 E. Van Buren, Phoenix, Arizona 85004 because
26 such
27 employee has opposed any practice made unlawful by Title VII or has filed a
28 charge or has testified, assisted, or participated in any investigation, proceeding,

1 or hearing relating to such a charge.

2 6. Federal Cleaning Contractors, Inc. shall retain Seyfarth Shaw, LLP
3 or similarly qualified professionals to train its employees located in the State of
4 Arizona concerning sexual harassment and retaliation. The training shall take
5 place within 120 days of the entry of this decree. Within 60 days of the entry of
6 the decree, Defendant shall submit to the Commission for approval the
7 curriculum for this training. The training shall last at least three hours and, if
8 necessary, a Spanish translator shall be available.

9 7. Federal Cleaning Contractors, Inc. shall immediately adopt a policy
10 which expresses its commitment to a work environment free of discrimination,
11 prohibits unlawful harassment, defines harassment and the consequences of
12 such conduct. See Attachment C. The Policy shall be distributed in English
13 and Spanish to Arizona based employees and posted within all Arizona facilities
14 during the term of this Decree in such a place where the Company currently
15 posts employment related notices required by federal, state and local
16 government. Defendant has provided the Commission an example of the policy
17 contemplated. See Attachment C.

18 8. Within the latter of thirty-five days from the entry of this Decree or
19 January 6, 2006, the Company shall expunge from the personnel files of each
20 class member who was mailed a cashier's check, if any, all documents
21 containing: (a) references to charges of discrimination filed against the
22 Company; (b) references to any class member's participation in this action; (c)
23 derogatory remarks relating to complaints or investigation of complaints of
24 sexual harassment; and (d) references to the termination of any class member.

25 9. Federal Cleaning shall post within thirty (30) days of the entry of this
26 Decree, for the duration of this Decree, in such a place where the Company
27 currently posts employment related notices required by federal, state and local
28 government at the facility located at 400 E. Van Buren, Phoenix, AZ 85004, the

1 Notice attached as Attachment B, in both English and Spanish. The Notice
2 shall be the same type, style and size as set forth in Attachment B to this
3 Decree, along with a copy of the Company's Policies and Procedures discussed
4 below. Both shall be posted in English, Spanish, and the first language of any
5 Company employee who is not fluent in English.

6 10. In addition to any other reports required by this Decree, the
7 Defendant shall submit the following in writing and in affidavit form to the
8 Commission's Regional Attorney at the address provided above, beginning six
9 months from the date of this Decree, and thereafter every six months for the
10 duration of the Decree:

11 A. A copy of both the policies and procedures required above, in
12 all required languages (see paragraphs 8 and 9);

13 B. The name, address, position, social security number, and
14 telephone number of every Defendant employee at 400 E. Van Buren, Phoenix,
15 AZ 85004 who complained about sexual harassment or retaliation during the
16 period preceding the report to the EEOC. The first report shall cover the first six
17 months from the date of the Decree. The nature of the complaint, the
18 Defendant's investigatory efforts, and corrective action taken, if any, also shall be
19 specified;

20 C. Confirmation that (i) the Notice required above was posted in
21 all required languages, and the locations where it was posted; (ii) the policies
22 required above were distributed to each current and new Company employee in
23 all required languages, and posted; and (iii) that at the required time, there was
24 expungement from the class members' personnel files as required above,
25 including the date of expungement, and the documents expunged.

26 D. Confirmation that training required by the terms of this Decree
27 has in fact occurred and information as to when and where such training took
28 place and the identity of the attendees and presenters.

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APPROVED AND CONSENTED TO:

/s/William F. Dugan
Sandra P. Zemm
William F. Dugan

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s/ Lucila G. Rosas
Lucila G. Rosas
Trial Attorney

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
Phoenix District Office
3300 N. Central Ave., Suite 690
Phoenix, Arizona 85012

Attorneys for Plaintiff

Dated this 10th day of January, 2006.



David G. Campbell
United States District Judge

ATTACHMENT A

PAYEE NAME	BACKPAY	COMPENSATORY	TOTAL
1. Carmen Morales-Cruz	\$16,000	\$34,000	\$50,000
2. Liveth Romero	\$ 0	\$14,000	\$14,000
3. Elvia Meras Silva, a.k.a Maria E. Pacheco Barragan	\$ 0	\$ 5,000	\$ 5,000
4. Manuela Torres	\$ 0	\$ 4,000	\$ 4,000
5. Carmen Santos Cabrera	\$ 0	\$ 1,000	\$ 1,000
6. Emparatriz Angeles Rojas	\$ 0	\$ 2,000	\$ 2,000
7. Maria Lourdes Chacon	\$ 0	\$ 1,000	\$ 1,000
TOTAL			\$77,000

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ATTACHMENT B

NOTICE TO ALL EMPLOYEES OF FEDERAL CLEANING CONTRACTORS, INC.

This Notice is posted pursuant to a Consent Decree entered into between Federal Cleaning Contractors, Inc. and the Equal Employment Opportunity Commission (EEOC).

It is unlawful under federal law, Title VII of the Civil Rights Act and state law to discriminate against an employee on the basis of sex, including sexual harassment, in the recruitment, hiring, firing, compensation, assignment, or other terms, and conditions or privileges of employment. Sexual harassment includes unwelcome or offensive sexual advances or touching, requests for sexual favors, or other verbal or physical conduct directed at a person because of her/his sex. It is also unlawful to retaliate against any person because the person protested discriminatory practices or contacted the EEOC or the Arizona Civil Rights Division (ACRD).

Federal Cleaning Contractors shall not discriminate against any employee on the basis of sex, including sexual harassment, and shall not retaliate against any employee for complaining about sexual harassment.

If you believe you have been discriminated against or sexually harassed, you have the right to seek assistance from:

- (1) EEOC
3300 North Central Ave., Suite 690
Phoenix, Arizona 85012
Telephone: (602) 640-5000
TTY: (602) 640-5072
Website (national): www.eeoc.gov; or
- (2) Arizona Civil Rights Division (ACRD)
Attorney General's Office
1275 W. Washington
Phoenix, Arizona, 85007
(602) 255-5263.

You have the right to file a charge with the EEOC or ACRD if you believe you are being discriminated against, retaliated against or sexually harassed.

No Retaliation Clause. It is against the law for any action to be taken against you by any supervisory or management official of Federal Cleaning Contractors for: (1) opposing sexual harassment or other discriminatory practices made unlawful by federal or state law; (2) filing a charge or assisting or participating in the filing of a charge of discrimination; or (3) assisting or participating in an investigation or proceeding brought under Title VII. Should any such retaliatory actions be taken against you, you should immediately contact the EEOC or the ACRD at the addresses or telephone numbers listed above.

1 **AVISO A TODOS LOS EMPLEADOS**
2 **DEL FEDERAL CLEANING CONTRACTORS, INC.**

3 Este aviso esta siendo desplegado como resultado de un Decreto entre Federal
4 Cleaning Contractors, Inc., y la Comisión Federal de Igualdad de Oportunidad en
5 el Empleo (EEOC).

6 Está prohibido por el Título VII de la ley de Derechos Civiles y por la ley estatal,
7 el discriminar a empleados basado en el sexo, inclusive acoso sexual.
8 Acoso sexual incluye avances sexuales inoportunos u ofensivos o tocar o
9 invitaciones para favores sexuales u otra conducta verbal o física dirigida a la
10 persona por su sexo. También está prohibido el tomar represalia en contra de
11 empleados por haber protestado prácticas discriminatorias o por haberse
12 comunicado con el EEOC o ACRD.

13 Federal Cleaning no discriminará contra un empleado basado en su sexo, inclusive
14 acoso sexual, y no tomará represalia.

15 Si usted piensa que ha sido discriminado por el Federal Cleaning, Inc., usted tiene
16 el derecho de pedir ayuda o poner una queja con las siguientes agencias
17 gubernamentales:

18 (1) EEOC, 3300 North Central Avenue, Suite 690, Phoenix, Arizona 85012;
19 teléfono (602) 640-5000, TTY (602) 640-5072, Website: www.eeoc.gov; o
20 de

21 (2) ACRD (División de Derechos Civiles del Estado de Arizona), 1275
22 West Washington, Phoenix, Arizona 85007; teléfono (602) 255-5263.

23 Claúsula de no represalia. Ninguna acción puede ser tomada contra usted por
24 cualquier supervisor u oficial del Federal Cleaning Contractors, Inc., por (1) oponer
25 prácticas discriminatorias prohibidas por la ley Federal; (2) poner una queja, asistir
26 o participar en poner una queja; o (3) asistir o participar en una investigación bajo
27 el Título VII. Si este tipo de represalia es tomada contra usted, comuníquese
28 inmediatamente con el EEOC o ACRD a la dirección/teléfono arriba
mencionados.

ESTE AVISO SERA DESPLEGADO HASTA _____

FECHA _____ **Presidente, Federal Cleaning Contractors, Inc.**

ATTACHMENT C

SEXUAL HARASSMENT AND ANTI-HARASSMENT POLICY

FCC is committed to maintaining a work environment that is free of discrimination. In keeping with this commitment, we will not tolerate harassment of FCC employees by anyone, including any supervisor, co-worker, vendor, client, or customer of FCC or any third party.

Harassment consists of unwelcome conduct, whether verbal, physical, or visual, that is based upon a person's protected status, such as sex, color, race, religion, national origin, age, physical or mental disability or other protected group status. FCC will not tolerate harassing conduct that affects tangible job benefits, that interferes unreasonably with an individual's work performance, or that creates an intimidating, hostile, or offensive working environment. Such harassment may include, for example, jokes about another person's protected status, kidding, teasing or practical jokes directed at a person based on his or her protected status.

Sexual harassment deserves special mention. Unwelcome sexual advances, requests for sexual favors, and other physical, verbal, or visual conduct based on sex constitute sexual harassment when (1) submission to the conduct is an explicit or implicit term or condition of employment, (2) submission to or rejection of the conduct is used as the basis for an employment decision, or (3) the conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment. Sexual harassment is conduct based on sex, whether directed towards a person of the opposite or same sex, and may include explicit sexual propositions, sexual innuendo, suggestive comments, sexually oriented "kidding" or "teasing," "practical jokes," jokes about obscene printed or visual material, and physical contact such as patting, pinching, or brushing against another person's body.

All FCC employees are responsible to help assure that we avoid harassment. If you feel that you have experienced or witnessed harassment, you are to notify the Human Resources department at 800-982-9234. FCC forbids retaliation against anyone for reporting harassment, assisting in making a harassment complaint, or cooperating in a harassment investigation. If you feel you have been retaliated against, you are to notify the Human Resources department at 800-982-9234.

FCC' policy is to investigate all such complaints thoroughly and promptly. To the fullest extent practicable, FCC will keep complaints and the terms of their resolution confidential. If an investigation confirms that a violation of the policy has occurred, FCC will take corrective action, including discipline, up to and including immediate termination of employment.