

FILED

UNITED STATES DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

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CLERK, U.S. DISTRICT COURT  
MIDDLE DISTRICT OF FLORIDA  
ORLANDO, FLORIDA

UNITED STATES EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,

Plaintiff,

and

CYNTHIA LANE,

CIVIL ACTION NO.  
6:04-cv-1223-Orl-22KRS

Plaintiff- Intervenor,

v.

EXECUTIVE RECORD SERVICES, INC.,

Defendant.

CONSENT DECREE

1. This Consent Decree is entered into by and between Plaintiff, the United States Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC"), Plaintiff-Intervenor, Cynthia Lane (hereinafter referred to as "Ms. Lane"), and the Defendant, Executive Record Services, Inc., (hereinafter referred to as "Executive Record"). The Commission, Plaintiff-Intervenor, and Defendant are collectively referred to as the "Parties".
2. The Commission filed this action on August 12, 2004 under Title VII of the Civil Rights Act of 1964 ("Title VII") and Title I of the Civil Rights Act of 1991 to correct unlawful employment practices on the basis of sex (female), and retaliation and to provide appropriate relief to Cynthia Lane, who is alleged to have been adversely affected by such practices.

3. The court granted Plaintiff-Intervenor's Motion to Intervene in the above-styled case. Plaintiff-Intervenor's Complaint alleged that Defendant violated Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000(e) et seq. ("Title VII"), and Title I of the Civil Rights Act of 1991.
  4. In the interest of resolving this matter, to avoid the costs of litigation, and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by the entry of this Decree. This Decree is final and binding upon the Parties, their successors and assigns.
  5. The parties agree that this Decree resolves all the claims against Defendant alleged in EEOC Charge Number 150 2003 02201 and civil action number 6:04-cv-1223-Orl-22KRS. The Parties further agree that this Decree does not resolve any Charges of Discrimination that may be pending with the EEOC other than the charges referred to in this paragraph.
- NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings filed by the parties, it is ORDERED, ADJUDGED AND DECREED THAT:

#### **I. JURISDICTION**

6. This court has jurisdiction of the subject matter of this action and over the Parties for the purposes of entering and enforcing this Decree.
7. No party shall contest the jurisdiction of this Federal Court to enforce this Decree and its terms or the right of the EEOC to bring an enforcement suit upon alleged breach of any terms of this Decree.

## **II. GENERAL PROVISIONS AND INJUNCTIVE RELIEF**

8. The Defendant, its officers, managers, employees, agents, partners and assigns, are enjoined from engaging in any conduct which violates Title VII by adversely affecting the terms and conditions of any individual's employment because of their sex.
9. Defendant, its officers, managers, employees, agents, partners and assigns, shall not discriminate against any individual who opposes any of Defendant's practices which the employee believes to be unlawful employment discrimination, who files a charge of discrimination with the EEOC alleging violations of the statutes the Commission enforces; who cooperates with the EEOC in investigation and/or prosecution of any charge of discrimination; or who cooperated in the investigation or who offered testimony or information in the above styled litigation which resulted in this Consent Decree.

## **III. DEVELOPMENT OF POLICES AND TRAINING**

10. Defendant has established a written sexual harassment and retaliation policy which is attached hereto as Exhibit A. A complete copy of this policy will be distributed to all their current employees within thirty (30) days of the entry of this Decree. Defendant further agrees that all new employees will be provided a copy of the policy within one week of employment.
11. In order to further ensure the effective implementation of Defendant's anti-discrimination policies, Defendant will conduct a three (3) hour annual training throughout the duration of this Decree for its officers, managers, supervisory personnel and employees with specific emphasis on recognizing sexual harassment and acts that constitute unlawful retaliation and the proper procedure to be followed if they become aware of sexual harassment or retaliation

in the workplace and/or if they receive a complaint of such harassment or retaliation for complaining about sexual harassment. Defendant agrees to provide the EEOC with at least two (2) weeks notice before conducting its training session(s), with the date(s) and location(s) of the training, the identification of any training materials to be used at the training session, and the name and job title of the employees who will be in attendance at the training. The training will be conducted by Mark L. Van Valkenburgh, Esq., of the law firm Allen Norton & Blue, P.A. Additionally, Defendant agrees that the EEOC may, at the EEOC's discretion, be in attendance at each training session(s).

12. Defendant agrees that the initial training described herein shall be conducted by September 30, 2005, and should thereafter take place annually in the same format for the duration of this Decree. Defendant further agrees that the training described in paragraph 11 shall be given to all new managers and supervisors who did not attend the annual training within thirty (30) days of being placed in a management or supervisory position.

#### **IV. POSTING**

13. Defendant shall post a laminated 11 x 17 size copy of the notice attached hereto as Exhibit B within ten (10) days of the entering of this Decree. Said notice shall be posted in conspicuous locations accessible to all employees (i.e. break room, employee bulletin board, cafeteria, above water fountains, etc.). This notice is to remain posted for the term of this Decree.

#### **V. REPORTING AND MONITORING**

14. Defendant will retain all employment records relating in any way to any complaint made to a supervisor, manager or human resource officer and to any investigation of sexual

harassment or retaliation for complaining of sexual harassment. The records are to be maintained at Defendant's Orlando, Florida facility for the duration of this Decree and as required by federal law.

15. For the duration of this Decree, Defendant will provide the EEOC every six (6) months with the name, last known address and last known phone number of any person employed at Defendant's Orlando, Florida location who has complained to his or her Manager/Supervisor, Human Resources Department, or the President that he or she has been subjected to sexual harassment or retaliation while working at Defendant's Orlando, Florida location during the preceding six (6) months. Defendant will also state its actions taken in response to each such allegation. The first report shall be submitted no later than June 30, 2005. Defendant will provide upon request by the Commission: (a) a copy of the complaint, or if no written complaint was filed, a statement describing the nature of the complaint; (b) a statement describing the actions taken; and (c) outcome regarding such complaint.
16. Defendant will certify to the EEOC every six (6) months throughout the duration of this Decree that it is in compliance with all aspects of this Decree. The first such certification will be due no later than June 30, 2005, and thereafter semi-annually on June 30<sup>th</sup> and December 31st throughout the duration of this Consent Decree.
17. Defendant will appoint one individual who shall be responsible for coordinating its compliance with this Consent Decree and for providing reports to the EEOC. This person shall be appointed and the EEOC notified of his or her identity within ten (10) days of the Court's approval of this Consent Decree. All reports and documents required to be delivered by Defendant Executive Record Services, Inc. to the EEOC pursuant to this Consent Decree

shall be mailed to: United States Equal Employment Opportunity Commission, Attention: Office of the Regional Attorney, 1 Biscayne Tower Building Suite 2700, 2 South Biscayne Boulevard, Miami, FL 33131.

**VI. EXPUNGEMENT OF ENTRIES FROM PERSONNEL RECORDS**

18. Executive Record agrees to remove from Cynthia Lane's personnel files any termination warnings, reports, or disciplinary documents regarding Ms. Lane within ten (10) business days of the entry of this Decree. The Defendant further agrees to give Cynthia Lane a letter of reference, attached as Exhibit C, within ten (10) business days of the entry of this Decree.

**VII. MONETARY RELIEF**

19. Executive Record Services, Inc. shall pay a total sum in the amount of fifty thousand dollars (\$50,000.00) in resolution of this litigation. The monies shall be made payable, in installments, to Jill S. Schwartz & Associates, P.A. and Cynthia Lane c/o Jill S. Schwartz & Associates, P.A., 180 Park Avenue North, Suite 200, Winter Park, FL 32789-7401. Executive Record Services, Inc. agrees to make twenty three (23) equal monthly payments of two thousand and eighty-three dollars and thirty-three cents (\$2,083.33). The first payment was made on or about April 11, 2005. Each payment thereafter will be made on the 10<sup>th</sup> calendar day of each month. If the 10<sup>th</sup> calendar day of the month falls on a weekend or federal holiday, the payment shall be made on the next business day. Executive will make a twenty fourth and final payment in the amount of two thousand and eighty-three dollars and forty-one cents (\$2,083.41) on or before March 12, 2007.
20. If Defendant Executive Record Services, Inc. fails to tender the above-mentioned payments as set forth in paragraph 19 above, then Executive Record Services, Inc. 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 EEOC caused by Defendant's non-compliance.

#### VIII. ENFORCEMENT

21. The Commission shall have independent authority to seek judicial enforcement of each aspect, term, and provision of this Decree.

~~22. The court will take whatever measures necessary to effectuate the terms of this Decree.~~ *PC*

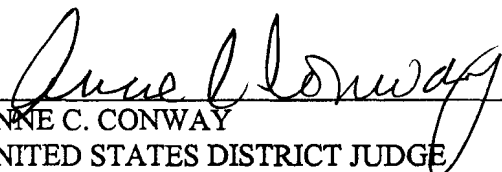
#### IX. COSTS

23. Each party shall bear its own costs and attorneys' fees associated with this litigation from the monetary relief provided in this Decree.

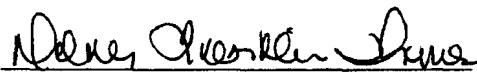
#### X. DURATION OF CONSENT DECREE

24. The duration of this Decree shall be three (3) years from the date of entry of the Decree.

SO ORDERED ADJUDGED AND DECREED, this 19<sup>th</sup> day of April 2005.

  
ANNE C. CONWAY  
UNITED STATES DISTRICT JUDGE


AGREED TO:  
FOR THE PLAINTIFF,  
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

by:   
Delner Franklin-Thomas  
Regional Attorney

Date: 3/29/05


U.S. Equal Employment Opportunity Commission  
Miami District Office  
One Biscayne Tower, Suite 2700  
2 South Biscayne Boulevard  
Miami, Florida 33131

AGREED TO:  
FOR THE PLAINTIFF-INTERVENOR  
CYNTHIA LANE

by:   
Jill S. Schwartz, Esquire  
Jill S. Schwartz and Associates, P.A.  
180 Park Avenue North, Suite 200  
Winter Park, Florida 32789-7401

Date: 3/29/05

AGREED TO:  
FOR THE DEFENDANT  
EXECUTIVE RECORD SERVICES, INC.

by:   
Mark L. Van Valkenburgh, Esquire  
ALLEN, NORTON & BLUE, P.A.  
1477 W. Fairbanks Avenue, Suite 100  
Winter Park, Florida 32789-7113

Date: 3/29/05



## **EXHIBIT A**

### **EXECUTIVE RECORD SERVICES, INC. DISCRIMINATION AND HARASSMENT POLICY**

Discrimination and harassment based on an individual's gender, race, ethnic origin, age, religion or any other characteristic protected by law will not be tolerated. If you believe, at any time, that you are subjected to or a witness to sexually inappropriate behavior or other harassing or discriminatory behavior, you should immediately report such conduct to Lisa Lovelace, President, or to the individual in charge of personnel matters, currently Rhonda Stephens. Executive Record Services will promptly investigate and take appropriate action to all claims. In addition, no employee will be retaliated against for making a good faith complaint. If you have any questions regarding Executive Record Services' policy, please contact Lisa Lovelace, President, or the individual in charge of personnel matters, currently Rhonda Stephens, at (407) 523-6511.

## **EXHIBIT B**

### **NOTICE TO ALL EMPLOYEES POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND EXECUTIVE RECORD SERVICES, INC.**

This notice is being posted pursuant to a Consent Decree entered by the Court in EEOC et al. vs. Executive Record Services, Inc., Civil Action No. 6:04-cv-1223-Orl-22KRS. Executive Record Services, Inc. has adopted a policy that prohibits discrimination against employees based on sex in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Title VII protects individuals from employment discrimination because of their race, religion, color, national origin, or sex. Title VII also protects individuals from retaliation for having complained of an unlawful employment practice. Executive Record Services, Inc. will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws, including, but not limited to, sexual harassment and retaliation.

Executive Record Services, Inc. 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 the 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 Executive Record Services, Inc.'s policy prohibiting discrimination.

This notice shall remain posted for three (3) years from the date the Decree is entered. Employees or applicants for employment who have questions about their rights under Title VII or any other federal anti-discrimination law may telephone Rhonda Stephens at (407) 523-6511 or the Miami District Office of the Equal Employment Opportunity Commission at 1-800-669-4000.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2005.

\_\_\_\_\_  
PRESIDENT/CEO, Executive Record Services, Inc.

DO NOT REMOVE BEFORE \_\_\_\_\_, 2008.

## **EXHIBIT C**

**EXECUTIVE RECORD SERVICES, INC.**  
**600 ½ SILVERTON ST.**  
**ORLANDO, FL 32808**  
**(407) 523-6511**  
**FAX #: (407) 523-6512**

March 16, 2005

To Whom It May Concern:

This will confirm that Cynthia Lane was employed by Executive Record Services, Inc. from February 2002 to August 2002 as an outfield supervisor. Her last rate of pay was \$12.00 per hour.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lisa Lovelace".

Lisa Lovelace, AS, RHIT  
President

**IT IS EXECUTIVE RECORD SERVICES' POLICY NOT TO  
PROVIDE ANY INFORMATION REGARDING ITS EMPLOYEES  
AND FORMER EMPLOYEES EXCEPT THE INFORMATION  
PROVIDED ABOVE.**

**ANY FURTHER INFORMATION REGARDING EMPLOYMENT  
SHOULD BE OBTAINED FROM THE NAMED FORMER EMPLOYEE.**