

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
ORLANDO DIVISION

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )  
 )  
 )  
 ) Plaintiff, )  
 )  
HECTOR HOCSMAN )  
 )  
 )  
 ) Intervener-Plaintiff )  
 )  
 ) v. )  
 )  
 )  
FUGLEBERG KOCH ARCHITECTS, INC. )  
 )  
 )  
 )  
 ) Defendant. )  
\_\_\_\_\_ )

CIVIL ACTION NO.  
6:01-CV-179-ORL-31-JGG

CONSENT DECREE

The Plaintiff, the Equal Employment Opportunity Commission ("EEOC"), filed this action on February 12, 2001, alleging a violation of 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 bases of religion and retaliation. Specifically, the EEOC alleged that Defendant, Fugleberg Koch Architects ("FKA"), violated Title VII, by subjecting Hector Hocsman to a hostile environment based on his religion, Jewish, and terminating him in retaliation for complaining about harassment.

This Consent Decree is designed to resolve the disputes between the parties with regard to this lawsuit. This Consent Decree is being entered by mutual agreement of the parties solely for the purpose of settlement of disputed claims, and that it shall not constitute an adjudication on the merits of this lawsuit and shall not be construed as an admission by Defendant of any violation of Title VII or any executive order, law, rule or regulation dealing with or in connection with discrimination

*4-15-02*

based on religion or retaliation or of any other liability. In the interest of resolving this matter and as a result of having engaged in extensive settlement negotiations, the parties have agreed that this action should be resolved by entry of this Consent Decree. This Consent Decree is binding upon the parties.

The parties agree that this Decree resolves all of the issues raised by EEOC Charge Number 150 A0 0698, the EEOC complaint in this case and/or the Intervener-Plaintiff's complaint. 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 referenced in this Consent Decree.

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**

1. This Court has jurisdiction of the subject matter of this action and the parties for the purpose of entering and enforcing this Decree.
2. Venue is proper.
3. No party shall contest the jurisdiction of this Federal Court to enforce this Decree and its terms or the right of the EEOC to seek the Court's enforcement of the Decree upon Defendant's noncompliance with any of the terms of this Decree.
4. Defendant, its officers, managers, and employees are permanently enjoined from engaging in any unlawful employment practices based on religion.
5. Defendant, its officers, managers, and employees are permanently enjoined from discriminating against any individual who opposes any of Defendant's practices which the employee believes to be a violation of Title VII; or who files a charge of discrimination with the EEOC

alleging violation(s) of such statute; who cooperates with the EEOC in the investigation and/or prosecution of any charge of discrimination; or who cooperated in the investigation or prosecution of this case.

## **II. Circulation of Anti-Discrimination Policy**

Within 45 days of entry of this Consent Order, but no later than June 30, 2002, Defendant will certify by written declaration by FKA's Chairman of the Board, Lyle Fugleberg, that all personnel have received and reviewed the most recent EEO policy, attached as Exhibit A, and had an opportunity to ask any questions regarding the policy. The EEO policy will also be displayed on bulletin boards in FKA where other employee information is commonly posted. At the end of each six-month period, but no later than June 30<sup>th</sup> and December 30<sup>th</sup> annually, until the expiration of this Consent Order, FKA will certify by written declaration that the policy has remained posted

## **III. Training on Anti-Discrimination Laws**

Defendant agrees to conduct annual training for all of its officers, managers and human resources personnel for the duration of this Decree. The first annual training shall occur within one month after distribution of the policy, referenced in section II, and no later than June 30, 2002. The trainings will focus on the requirements of Title VII as it relates to religious discrimination. The training will also include the topic of prevention of discrimination based on retaliation. These training sessions will last for at least four (4) hours in length and will be conducted by Allen, Norton, & Blue, P.A. Defendant also agrees to provide the EEOC with at least two weeks notice before it conducts each training session and to provide copies of the training materials to the EEOC. Defendant agrees that the EEOC, may be in attendance at training sessions. Defendant agrees that within 30 days after each training session, it will provide the EEOC with a list that sets forth the date of the training, subjects discussed, and the names and job titles of the individuals in attendance at

the training session. Defendant will pay for the trainer, his/her preparation time, and all materials incident to the training.

**IV. Posting**

Defendant agrees to post within seven days from the date of execution of this Consent Decree an eleven by fourteen inch copy of the notice attached hereto as Exhibit B for the duration of the Consent Decree.

**V. Monitoring**

- A. FKA agrees to provide the EEOC with certification that it conducted the training referenced in Section III within fourteen (14) days after each individual session occurs and no later than June 30<sup>th</sup> annually throughout the duration of the Decree.
- B. FKA agrees to provide the EEOC with its first certification that it posted the notice referenced in Section IV within seven (7) days from the Court's execution of this Decree. At the end of each six (6) month period, but no later than June 30<sup>th</sup> and December 30<sup>th</sup> annually, following the execution date of this Decree, Defendant will certify in writing to Plaintiff that the notice has remained posted for the entire preceding six-month period.
- C. The Defendant shall submit written reports to the Commission every six (6) months and thereafter for the life of this Consent Decree. The first report shall be received no later than June 30, 2002. The final report shall be submitted to the Commission thirty days prior to the expiration of the Consent Decree. Each report shall contain:
  - 1. The names, addresses, phone numbers and employment status, including job title, of each individual who has reported to any officer, manager, or human resources personnel that s/he has been discriminated against based on religion or subjected to unlawful retaliation.

2. Defendant will also provide information on any investigation of complaints of discrimination based on religion, or complaints of unlawful retaliation that have been initiated and the results of such investigation.
  3. Such information shall be reported to the EEOC at the expiration of each six month period, but no later than June 30<sup>th</sup> and December 30<sup>th</sup> annually, for the three year period following the execution date of this order.
- D. The EEOC shall have the opportunity to interview employees, identified through submission of reports made pursuant to Section V.C, to monitor compliance with this Decree. Interviews may be conducted at Defendant's facilities during normal business hours to the extent such interviews do not interfere with Defendant's normal business operations.
- E. FKA's Human Resources Director shall act as Defendant's representative for the purpose of coordinating the submission of reports that are required herein. All reports and documents required to be delivered by FKA to the EEOC shall be mailed to: Rachel H. Shonfield, Senior Trial Attorney, Equal Employment Opportunity Commission, One Biscayne Tower, Suite 2700, Two South Biscayne Blvd., Miami, Florida 33131.

#### **VI. Monetary Relief**

- A. Defendant hereby agrees to pay a total of \$100,000 to resolve this litigation. FKA will pay to Hector Hocsman \$55,728, representing compensatory damages and shall issue a form 1099 itemizing same. FKA will also pay \$44,272 to Jill S. Schwartz & Associates, P.A., representing attorney's fees and costs, and shall issue a form 1099 itemizing same.
- B. Within 14 days after the entry of the Court's Order, Defendant will mail, certified mail return receipt, checks to Jill S. Schwartz & Associates, P.A., for the amounts specified in Section VI.A. Concurrent with the mailing of the checks, Defendant agrees to copy the EEOC on

the checks and the 1099 forms, and the certified return receipts.

- C. If the Defendant fails to tender the above-mentioned payments, the Defendant shall:
- (1) 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
  - (2) bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

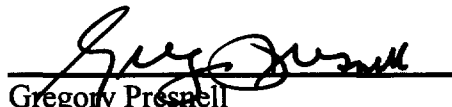
**VII. Enforcement**

- A. The Commission shall have independent authority to seek judicial enforcement of each aspect, term or provision of this Decree. The Commission will take whatever measures it deems appropriate to effectuate the enforcement of the terms of this decree.
- B. This Decree shall remain in effect for three years from the date of the Court's execution of this Decree.

**VIII. Costs**


FKA, Hector Hocsmán, and the EEOC shall bear their own costs and attorney fees associated with this litigation.

DONE AND ORDERED in Chambers in Orlando, Florida, this 12 day of <sup>April</sup>~~March~~, 2002.

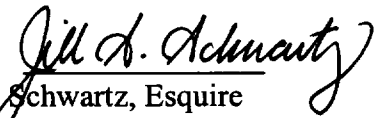
  
\_\_\_\_\_  
Gregory Pressnell  
United States District Judge

Agreed:

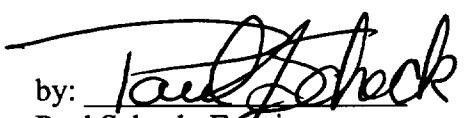
FOR THE PLAINTIFF:  
UNITED STATES EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

by:   
Delner Franklin-Thomas  
Regional Attorney  
EEOC Miami District Office  
1 Biscayne Tower  
2 S. Biscayne Blvd.  
Miami, Florida 33131

FOR THE INTERVENER:

by:   
Jill S. Schwartz, Esquire  
Jill S. Schwartz & Associates, P.A.  
180 Park Avenue North, Suite 200  
Winter Park, FL 32789

FOR THE DEFENDANT:

by:   
Paul Scheck, Esquire  
Allen, Norton & Blue, P.A.  
201 South Orange Avenue  
Orlando, FL 32801

## **101 Nature of Employment**

Employment with FKA is voluntarily entered into, and the employee is free to resign at-will at any time, with or without cause. Similarly, FKA may terminate the employment relationship at-will at any time, with or without notice or cause, so long as there is no violation of applicable federal or state law.

Policies set forth in this handbook are not intended to create a contract, nor are they to be construed to constitute contractual obligations of any kind or a contract of employment between FKA and any of its employees. The provisions of the handbook have been developed at the discretion of management and, except for its policy of employment-at-will, may be amended or cancelled at any time, at FKA's sole discretion.

These provisions supersede all existing policies and practices and may not be amended or added to without the express written approval of the Board of Directors of FKA.

## **102 Employee Relations**

FKA believes that the work conditions, wages, and benefits it offers to its employees are competitive with those offered by other employers in this area and in this industry. If employees have concerns about work conditions or compensation, they are strongly encouraged to voice these concerns openly and directly to their supervisors or the Human Resources Director.

Our experience has shown that when employees deal openly and directly with supervisors, the work environment can be excellent, communications can be clear, and attitudes can be positive. We believe that FKA amply demonstrates its commitment to employees by responding effectively to employee concerns.

In an effort to protect and maintain direct employer/employee communications, we will resist organization, within applicable legal limits, and protect the right of employees to speak for themselves.

If and when employees examine the option of representation by individuals outside FKA, however, we strongly encourage careful consideration of such related issues as regular deductions from paychecks for representation fees, the potential for outside interference with supervisory relationships, and the commitment to comply with directions from third parties.

## **103 Equal Employment Opportunity**

In order to provide equal employment and advancement opportunities to all individuals, employment decisions at FKA will be based on merit, qualifications, and abilities. FKA does not discriminate in employment opportunities or practices on the basis of race, color, religion, sex, sexual orientation, marital status, national origin, age, disability, or any other characteristic protected by law.

### *103 Equal Employment Opportunity Continued*

FKA will make reasonable accommodations for qualified individuals with known disabilities unless doing so would result in an undue hardship. This policy governs all aspects of employment, including selection, job assignment, compensation, discipline, termination, and access to benefits and training.

Any employees with questions or concerns about any type of discrimination in the workplace are encouraged to bring these issues to the attention of their immediate supervisor or the Human Resources Director. Employees can raise concerns and make reports without fear of reprisal. Anyone found to be engaging in any type of unlawful discrimination will be subject to disciplinary action, up to and including termination of employment.

## **104 Business Ethics and Conduct**

The successful business operation and reputation of FKA is built upon the principles of fair dealing and ethical conduct of our employees. Our reputation for integrity and excellence requires careful observance of the spirit and letter of all applicable laws and regulations, as well as a scrupulous regard for the highest standards of conduct and personal integrity.

The continued success of FKA is dependent upon our clients' trust and we are dedicated to preserving that trust. Employees owe a duty to FKA, its clients, and its shareholders to act in a way that will merit the continued trust and confidence of the public.

FKA will comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

In general, the use of good judgment, based on high ethical principles, will guide you with respect to lines of acceptable conduct. If a situation arises where it is difficult to determine the proper course of action, the matter should be discussed openly with your immediate supervisor and, if necessary, with the CEO, COO or other Executive Committee member for advice and consultation.

Compliance with this policy of business ethics and conduct is the responsibility of every FKA employee. Disregarding or failing to comply with this standard of business ethics and conduct could lead to disciplinary action, up to and including possible termination of employment.

## **105 Hiring of Relatives**

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

NOTICE

POSTED PURSUANT TO A DECREE OF THE  
UNITED STATES DISTRICT COURT FOR THE  
MIDDLE DISTRICT OF FLORIDA, ORLANDO DIVISION  
In the Action of  
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND HECTOR HOCSMAN v.  
FUGLEBERG KOCH ARCHITECTS INCORPORATED

This notice is being posted pursuant to a Consent Decree in EEOC and Hector Hocsmán v. Fugleberg Koch Architects Incorporated, Case No.: 6:01-CV-179-ORL-31-JGG in the Middle District of Florida. Fugleberg Koch Architects Incorporated has agreed that it will not discriminate against employees in violation of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"). Title VII protects individuals from discrimination based on race, religion, color, national origin, and sex in all aspects of their employment, including hiring, promotions and discharge.

Fugleberg Koch Architects Incorporated assures its employees that it supports Title VII, and that it 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.

This notice shall remain posted for three (3) years from the date signed. Employees or applicants for employment who have questions about their rights under title VII, or any other federal anti-discrimination law, may telephone the Miami District Office of the Equal Employment Opportunity Commission at 1-800-669-4000 or (305)530-6001.

Signed this 20 day of March, 2002.

  
\_\_\_\_\_  
Chairman of the Board, Fugleberg Koch Architects, Inc.

Post Until \_\_\_\_\_

Date Printed: 04/15/2002

Notice sent to:

— Rachel H. Shonfield, Esq.  
Equal Employment Opportunity Commission  
Miami District Office  
One Biscayne Tower  
2 S. Biscayne Blvd., Suite 2700  
Miami, FL 33131

— Paul J. Scheck, Esq.  
Allen, Norton & Blue, P.A.  
Signature Plaza, Suite 900  
201 South Orange Ave.  
Orlando, FL 32801

— Wayne L. Helsby, Esq.  
Allen, Norton & Blue, P.A.  
Signature Plaza, Suite 900  
201 South Orange Ave.  
Orlando, FL 32801

— Andrew G. Wedmore, Esq.  
Jill S. Schwartz & Assoc., P.A.  
180 Park Ave. N., Suite 200  
Winter Park, FL 32789