

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND  
NORTHERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY	)	
COMMISSION	)	
Plaintiff,	)	
	)	
	)	CIVIL ACTION NO. WMN-06-cv-2517
v.	)	
	)	
HOME PARAMOUNT PEST	)	
CONTROL COMPANIES, INC.	)	
	)	
Defendant.	)	
	)	

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**CONSENT DECREE**

This action was instituted by Plaintiff, U. S. Equal Employment Opportunity Commission ("EEOC" or the "Commission"), against Defendant, Home Paramount Pest Control Companies, Inc. (Defendant), on September 26, 2006. The complaint alleges that Defendant subjected Charging Party Jessica Ann Ace to sexual harassment in violation of Sections 703 (a)(1) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e-2(a)(1).

The Commission and Defendant desire to resolve this action without the time and expense of continued litigation, and they desire to formulate a plan to be embodied in a Decree which will promote and effectuate the purposes of Title VII.

For the purposes of resolving this action, Defendant admits that the Court has jurisdiction over this action and that all statutory and jurisdictional prerequisites to suit have been satisfied.

This Decree, being entered with the consent of the Commission and Defendant, shall not constitute adjudication or finding on the merits of this case and shall not be construed as an

admission of liability by Defendant or as a waiver by the Commission of any contentions of discrimination.

The Court has examined this Decree and finds that it is reasonable and just and in accordance with the Federal Rules of Civil Procedure, and Title VII.

Therefore, upon due consideration of the record herein and being fully advised in the premises, it is ORDERED, ADJUDGED AND DECREED:

1. This Decree resolves all issues and claims alleged in the Complaint filed by the Commission in this Title VII which emanated from the Charge of Discrimination No. 531-2006-00468 filed by Jessica Ann Ace.

2. Defendant, its officers, agents, servants, employees and all persons acting or claiming to act in its behalf and interest shall be enjoined and restrained from engaging in any employment practice which discriminates on the basis of sex in violation of Title VII, particularly with regard to harassment.

3. Within five (5) business days of the entry of this Decree, Defendant will pay to Jessica Ann Ace monetary damages in the total amount of Thirty Thousand Dollars and No Cents (\$30,000) consisting of compensatory damages in full settlement of the Commission's case. Defendant shall issue a Form 1099 to Ms. Ace reflecting this payment. Defendant agrees that the check shall be forwarded to Jessica Anne Ace by overnight mail at an address to be supplied by the Commission. Within five (5) days of this payment, Defendant shall send to the Commission's attorney of record a copy of the check along with a copy of the overnight delivery receipt.

4. Within five (5) days of the Court's approval of this Consent Decree, Defendant will post in all places where notices to employees are customarily posted at its Maryland facilities, the Notice attached hereto as Exhibit "A" and made a part hereof. Said Notice attached hereto as Exhibit "A" shall be posted and maintained for a period of at least two (2) years from the date of posting and shall be signed by a responsible official of Defendant with the date of actual posting shown thereon. Should the Notice become defaced, marred, or otherwise made unreadable, Defendant will ensure that new readable copies of the Notice are posted in the same manner as heretofore specified. Within thirty (30) days of such posting, Defendant shall forward to the attorney of record at the Baltimore Office a copy of the signed Notice attached hereto as Exhibit "A" and written certification that the Notice referenced herein has been posted and a statement of the location(s) and date of posting.

5. Defendant agrees that within ninety (90) days of the entry of this Decree, it shall revise its anti-harassment policy and provide mandatory training of no less than (2) hours duration to all its Maryland employees, including managers and supervisors, regarding federal EEO laws prohibiting discrimination in employment enforced by the Commission, particularly those concerning sexual harassment and retaliation. Said training may include video training for its non-supervisory employees. Defendant's revised anti-harassment policy shall be distributed during such training. The trainer's credentials and an outline of program materials shall be forwarded to the EEOC's attorney of record ten (10) days prior to such training being conducted and a representative of the Commission shall be invited to attend such training. Within fifteen (15) days of the completion of this training, Defendant shall forward to the attorney of record at the Baltimore Office written certification that the training has been completed together with a list

of employees and managerial staff who have been trained, and the dates of the training.

Defendant also agrees to provide to each newly-hired employee, an orientation to its equal employment opportunity policies within a reasonable time of hire.

6. Defendant agrees to immediately remove and eliminate from Jessica Ann Ace's personnel and employment records, all documents and entries relating to the facts and circumstances related to the filing of her charge of discrimination with the Commission. Defendant further agrees to prohibit any dissemination, directly or indirectly, to any other employer or potential employer of any facts or circumstances surrounding the charge of discrimination that is fully resolved by this action, or the proceedings ensuing thereafter. Reference requests regarding Jessica Ann Ace shall be answered by Defendant in neutral terms limited to position, rate of pay, and dates of employment.

7. The Commission reserves the right to monitor compliance with the provisions of this Decree. As part of such review, the EEOC, upon notice to Defendant, may require written reports concerning compliance, inspect Defendant's premises, interview witnesses, and examine and copy documents at reasonable times to be mutually agreed to by the parties.

8. If any party to this Decree believes that any other party has breached a material provision of this Decree, it shall so notify the party, in writing, of the alleged breach. Upon receipt of written notice, a party shall have fifteen (15) days to either correct the alleged breach, and so inform the other party, or deny the alleged breach, in writing: a) If the parties remain in dispute they shall attempt in good faith to resolve their dispute; b) If the parties can not in good faith resolve their dispute, the party alleging a breach may file with the Court a motion to correct and remedy the breach; c) Each party shall bear its own costs, expenses and attorney's fees

incurred in connection with such action; and d) Jurisdiction and venue to resolve any dispute arising under this Decree resides in the United States District Court for the District of Maryland.

9. This Decree shall remain in full force and effect for a period of two (2) years from the date of approval and entry of this Decree by the Court.

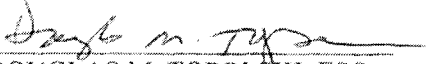
10. The Court shall retain jurisdiction of this action to ensure compliance with this Decree. In all other respects, upon approval and entry by the Court of this Decree, the Commission's action against Defendant is dismissed with prejudice and the Clerk of the Court is directed to remove this action from the Court's calendar.

11. The Commission and Defendant shall bear their own costs, expenses and attorneys' fees incurred in connection with this action.

12. The undersigned counsel of record, on behalf of their respective clients, hereby consent to the entry of the foregoing Consent Decree.

**FOR DEFENDANT:**

**HOME PARAMOUNT PEST CONTROL  
COMPANIES, INC.**

  
DOUGLAS M. TOPOLSKI, ESQ  
McGuire Woods, LLP  
7 St. Paul Street, Suite 1000  
Baltimore, MD 21202  
(410) 659-4409

**FOR PLAINTIFF:**

**EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION**

RONALD S. COOPER  
General Counsel

JAMES LEE  
Deputy General Counsel

GWENDOLYN YOUNG REAMS  
Associate General Counsel

  
JACQUELINE H. MCNAIR  
Regional Attorney

EEOC-Philadelphia District Office  
(Including Baltimore Field Office)



DEBRA M. LAWRENCE  
Supervisory Trial Attorney  
EEOC-Baltimore Field Office



REGINA M. ANDREW  
Trial Attorney  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
EEOC-Baltimore Field Office  
10 S. Howard Street, 3<sup>rd</sup> Fl.  
Baltimore Maryland 21201  
(410) 962-4220

**SO ORDERED.**

Signed and entered this 8<sup>th</sup> day of March 2007



UNITED STATES DISTRICT COURT JUDGE



# EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Exhibit A

## NOTICE TO EMPLOYEES OF HOME PARAMOUNT PEST CONTROL COMPANIES, INC. POSTED PURSUANT TO CONSENT DECREE

This Notice is being posted pursuant to a Consent Decree between Home Paramount Pest Control Companies, Inc. and the U. S. Equal Employment Opportunity Commission (hereinafter EEOC).

Under Section 703(a) of Title VII of the Civil Rights Act of 1964 (Title VII), it is unlawful for any employer to discriminate against any individual with respect to his ...terms, conditions, or privileges of employment because of such individual's sex.

**HARASSMENT:** Unwelcome sexual advances, request for sexual favors, physical conduct of a sexual nature or other verbal conduct of a sexual or discriminatory nature constitutes harassment when such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

Prevention is the best tool for the elimination of sexual harassment. An employer should take all steps necessary to prevent such harassment from occurring, such as affirmatively raising the subject, expressing strong

disapproval, developing appropriate sanctions, informing employees of their right to raise the issue of harassment under Title VII without reprisal, and developing methods to sensitize all concerned.

**RETALIATION:** Under Section 704(a) of Title VII, it shall be an unlawful employment practice for an employer to discriminate against any of his employees because he has opposed any practice made an unlawful employment practice by these sub-chapters, or because he has made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing under these sub-chapters.

**WE WILL NOT** engage in any acts or practices made unlawful by the above statutory sections.

**WE WILL NOT** engage in any harassment of employees based on sex.

**WE WILL NOT** retaliate against employees for complaining about harassment based on sex.

A copy of this Notice will be posted in a conspicuous place where employee notices are ordinarily placed and will be replaced if it becomes defaced, marred or otherwise made unreadable

By: \_\_\_\_\_

(Name and Title)  
**HOME PARAMOUNT PEST CONTROL COMPANIES, INC.**

Dated: \_\_\_\_\_

Date posting expires: \_\_\_\_\_