

U.S. Equal Employment Opportunity Commission
Philadelphia District Office
21 South Fifth Street, Suite 400
Philadelphia, PA 19106-2515
(215) 440-2684
ISF-9222
Attorney for Plaintiff

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WILLIAM T. WALSH, CLERK

2004 JUN 23 A 11:31

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

Plaintiff,)

v.)

BURNS INTERNATIONAL SERVICES)
CORPORATION (a Securitas Company),)

Defendant.)

CIVIL ACTION NO. 03-cv-1390

CONSENT DECREE

This Consent Decree is entered into by the Plaintiff, the United States Equal Employment Opportunity Commission (the "EEOC" or the "Commission") and the Defendant, Burns International Services Corporation, its directors, officers, agents, employees, successors, parent, affiliates, subsidiaries, related companies, or assigns.

The EEOC brought this action on March 31, 2003, in the United States District Court for the District of New Jersey to enforce the provisions of Title VII of the Civil Rights Act of 1964, as amended, and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 2000e, et. seq ("Title VII"). In its Complaint, the Commission alleged that Defendant violated Title VII of the 1964 Civil Rights Act when its Shift Supervisor Naeem Sheikh subjected Teresita Rodrigucz to sexual harassment. Moreover, the Commission alleged that Defendant unlawfully removed Ms. Rodriguez from her position as Security Console Operator and demoted her to lower-paying

Security Officer position in retaliation for her complaints against Sheikh about the harassment, in violation of Title VII. Defendant denies these allegations.

The Parties hereby agree that:

1. This Decree is made in compromise of disputed claims and to avoid the expense and inconvenience of litigation and is not to be construed as a finding or admission of wrongdoing or illegal conduct by any party. It is also expressly understood that none of the Parties shall be considered to have been or be the prevailing party or successful party within the meaning of any statute, regulation or otherwise.

2. EEOC is the agency of the United States government authorized by Congress to investigate allegations of unlawful employment discrimination, to bring civil actions based upon these allegations of unlawful practices, and to seek relief for individuals affected by such practices.

3. The parties stipulate that, pursuant to Title VII and 28 USC § 451, 1331, 1337, 1343, and 1345, the United States District for the District of New Jersey has jurisdiction over both the subject matter and the parties in this case. The parties further stipulate that venue is appropriate in the District of New Jersey.

4. The entry of this Decree will further the objectives of Title VII and will be in the best interests of the parties for whom the Commission seeks relief.

NON-DISCRIMINATION

5. Burns International Services Corporation will fully comply with all of the provisions of Title VII.

NON-RETALIATION

6. Burns International Services Corporation will comply with Title VII's prohibition of retaliation because of the filing of a charge, the giving of testimony or assistance, or participation in this matter, or in any investigation, hearing or proceeding under Title VII.

MONETARY COMPENSATION

7. Burns International Services Corporation agrees to pay the sum total of Eight Thousand Five Hundred Dollars (\$8,500.00) to Trecita Rodriguez. In consideration for the monetary relief to be paid, Ms. Rodriguez will negotiate and execute a Release to be presented to her by Defendant. In addition to the monetary relief identified above, Defendant agrees to pay a total of up to Five Hundred dollars (\$500.00) to Ms. Rodriguez for her retention of a private attorney in connection with the review of the Release.

8. Within ten (10) days after Burns International Services Corporation has received the executed Release from Ms. Rodriguez, Defendant will make the monetary payment to her. Burns International Services Corporation will submit proof of payment by mailing a copy of each check issued in this matter to: Iris Santiago-Flores, Senior Trial Attorney, EEOC, 21 S. Fifth Street, Suite 400, Philadelphia, PA 19106.

EQUITABLE RELIEF

9. Burns International Services Corporation agrees to provide a minimum of two mandatory EEO training sessions, concentrating on employment discrimination laws, including sexual harassment discrimination and retaliation, to all staff employees, including its management and human resources personnel. The first training will be provided on or before June 15, 2004. The second training will be provided no later than eighteen months after the first

training is conducted. Upon request, Burns International Services Corporation agrees to notify the Commission as to the date of the training, the names of the attendants at the training, and to provide information regarding the substantive contents presented at the training to the Commission within 30 days after the training is completed.

10. Within ten (10) business days after entry of this Decree, Burns International Services Corporation agrees to post a Notice (**Attachment "A"**) at its North Brunswick, New Jersey facility for a period of two (2) years from the date this Decree is approved by the Court. The Notice shall be easily legible and shall be posted on the bulletin boards at Burns International Services Corporation's North Brunswick, New Jersey office where notices, bulletins or announcements of this nature are usually and customarily posted for the benefit of all employees. Should the posted copy of the Notice become defaced, marred or otherwise made unreadable, Burns International Services Corporation agrees immediately to post a readable copy of the Notice. Burns International Services Corporation shall provide a copy of the Notice, and an indication of the date(s) and locations(s) of its posting to the EEOC, to Iris Santiago-Flores, Senior Trial Attorney, within ten (10) business days of the posting. Burns International Services Corporation shall permit a representative of the EEOC to enter its premises for the purpose of verifying compliance with this paragraph at any time during normal business hours with one day prior notice.

11. Burns International Services Corporation agrees that in the event it receives a request for a job reference for Ms. Rodriguez, it will respond by only providing information on (i) the effective dates of employment, (ii) the job title(s) she held. Ms Rodriguez will direct all prospective employers to contact the Work Number. Defendant will further indicate that its

policy prohibits it from supplying any additional information on its former employees.

MISCELLANEOUS

12. Nothing in this Decree, either by inclusion or exclusion, shall be construed (i) to limit Burns International Services Corporation's obligations under Title VII or the EEOC's authority to process or litigate any charge of discrimination that may be filed against Burns International Services Corporation in the future, or (ii) as granting any individual any rights or remedies other than those provided in Title VII.

13. If any provision of this Decree is found to be unlawful, only the specific provision in question shall be affected and the other provisions will remain in full force and effect.

14. The terms of this Decree are and shall be binding upon the present and future employees, agents, trustees, administrators, successors, representatives, and assigns of the parties.

15. This Decree constitutes the entire agreement and commitments of the parties. Any modifications to this agreement must be mutually agreed upon and memorialized in a writing signed by Burns International Services Corporation and the Commission.

16. The Parties agree to file a Stipulation of Dismissal with Prejudice in the form attached hereto as **Attachment "B"**.

17. Failure by the Commission to seek enforcement of this Decree with regard to one provision shall not be construed as a waiver of its rights to do so with regard to the same or other provisions of this Decree.

18. This Court retains jurisdiction over this case in order to enforce the terms of this Decree.

19. This Consent Decree shall fully and finally resolve all claims which were raised

by the EEOC in its Complaint in Civil Action No. 03-cv-1390.

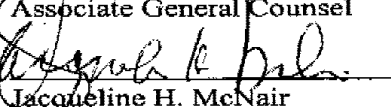
20. Each party shall bear its own costs and attorney fees.

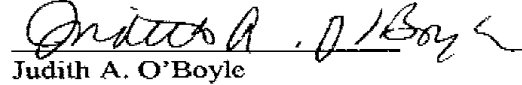
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION:

Eric S. Dreiband
General Counsel

James L. Lee
Deputy General Counsel

Gwendolyn Young Reams
Associate General Counsel


Jacqueline H. McNair
Regional Attorney


Judith A. O'Boyle
Supervisory Trial Attorney


Iris Santiago-Flores
Senior Trial Attorney

U.S. EEOC
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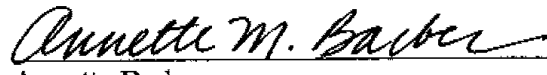
Date:

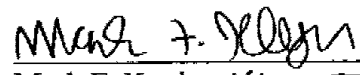
June 23, 2004

APPROVED AND SO ORDERED:


J.

BURNS INTERNATIONAL SERVICES
CORPORATION:


Annette Barber
Corporate Counsel


Mark F. ~~Kugler~~ Kloger
MANDELBAUM, SALSBURG, GOLD,
DISCENZA & STEINBERG, P.C.
115 Prospect Avenue
West Orange, New Jersey 07052

NOTICE

Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et seq.*, as amended, ("Title VII"), prohibits discrimination against employees and applicants for employment based upon race, color, sex, religion, or national origin. Title VII further prohibits retaliation against employees or applicants who avail themselves of the rights under Title VII by engaging in protected activities, such as filing a charge of discrimination and/or testifying or participating in a Commission investigation.

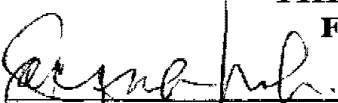
The Equal Employment Opportunity Commission (the "EEOC" or the "Commission") is the federal agency which investigates charges of unlawful employment discrimination. The EEOC has the authority to bring lawsuits in federal court to enforce Title VII.

This notice is being posted as part of the resolution of EEOC v. Burns International Services Corporation, Civil Action No. 03-cv-1390. The EEOC brought this action against Burns International Services Corporation to enforce provisions of Title VII, specifically alleging that Burns International Services Corporation Defendant violated Title VII of the 1964 Civil Rights Act when a female employee alleges sexual harassment and that she was demoted in retaliation for her complaints of harassment. Burns denies these allegations and claims that the employee was not sexually harassed. Burns also alleges that the employee was demoted due to poor performance. A Consent Decree has been entered into in compromise of disputed claims asserted in this civil action. This Decree is not to be construed as a finding or admission of wrongdoing or illegal conduct by Burns or any other party.

Burns International Services Corporation fully supports and will comply with Title VII in all respects. In furtherance of the resolution of this matter, Burns International Services Corporation is committed to the principle of equality of opportunity and will not engage in any employment practice which in any way operates to deny equal employment opportunities in violation of Title VII on the basis of race, color, religion, sex, or national origin. Furthermore, in accordance with Title VII, Burns International Services Corporation will not take any action against any employee, any applicant for employment or any family member of any employee because he or she has exercised any right under Title VII, including the filing of a charge of discrimination with the Equal Employment Opportunity Commission or for testifying or participating in a Commission investigation.

This Notice will remain posted at Burns International Services Corporation's North Brunswick, New Jersey facility for a period of two (2) years, pursuant to provisions of the Consent Decree, and must not be defaced or removed. This Notice will be available for inspection by all employees of Burns International Services Corporation and/or by the EEOC, pursuant to the provisions of the Consent Decree entered by the parties in resolution of the underlying litigation.

**THIS NOTICE MUST NOT BE REMOVED
FOR A PERIOD OF TWO (2) YEARS**



U.S. Equal Employment Opportunity
Commission

Burns International Services Corporation

Attachment "A"