

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA**

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

v.

**SAW CREEK ESTATES COMMUNITY
ASSOCIATION, INC.,**

Defendant.

FILED
SCRANTON

MAR - 6 2006

PER 
DEPUTY CLERK

**CIVIL ACTION NO.
05-cv-1847**

CONSENT DECREE

Introduction

A. This action was instituted by the U.S. Equal Employment Opportunity Commission ("EEOC" and/or "the Commission") on September 13, 2005 against Defendant Saw Creek Estates Community Association, Inc. ("SCECA" and/or "Defendant") to enforce provisions of Title VII of the Civil Rights of 1964, as amended, 42 U.S.C. § 2000e *et seq.* ("Title VII"). In its Complaint, EEOC alleges that Defendant SCECA discriminated against Charging Party Brenda Godfrey based on her race (black) and sex (female) in violation of Title VII. EEOC alleged that SCECA failed to take appropriate remedial action to eliminate race-based animosity and degradation from white association members/customers against Ms. Godfrey. Further, EEOC alleged that a Defendant Board member subjected Ms. Godfrey to a sexually hostile work environment. As a result of the discriminatory atmosphere, EEOC alleged that Ms. Godfrey suffered emotional harm and other damages. SCECA denies all the allegations in the

Complaint and/or any liability

B. This Consent Decree is entered into by and shall be final and binding between the EEOC and SCECA, its directors, officers, agents, successors and assigns.

C. The EEOC and SCECA agree to the entry of this Consent Decree, which shall fully and finally resolve all claims raised in the EEOC's Complaint in Civil Action No. 05-cv-1847 (M.D.Pa).

D. This Consent Decree shall not constitute either an adjudication of or finding on the merits of the Complaint and shall not be construed as an admission by SCECA of any violation of Title VII.

Findings

E. Having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, record and stipulations of the parties, the Court finds: (1) it has jurisdiction of the parties and subject matter jurisdiction of this action; and (2) the terms of this Decree are fair, reasonable, equitable and just, and adequately protect the rights of the parties, and the public interest.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

Non-Discrimination and Non-Retaliation

1. This Court has jurisdiction over the parties and subject matter of this action.
2. Defendant will not allow discrimination and/or harassment of any employee on the basis of sex or race in violation of Title VII.
3. Defendant will not engage in any employment practice which retaliates in any manner against any person because of his/her opposition to any practice made an unlawful

employment practice under Title VII or because either person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding or hearing under Title VII.

4. Defendant shall only divulge to any identifiable employer or potential employer of Brenda Godfrey's start date, position title, final salary and end date, and indicate that such limited disclosure is part of its business practice except the employer will provide a letter to Ms. Godfrey as set forth in the release.

5. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of Defendant SCECA under Title VII or the EEOC's authority to process or litigate any charge of discrimination now pending or filed in the future against Defendant except for facts or claims alleged in the above captioned matter.

Monetary Relief

6. In full settlement of the claim raised against Defendant in the EEOC's Complaint, SCECA agrees to pay the sum total of thirty thousand dollars (\$30,000.00) to Ms. Brenda Godfrey. In order to receive this monetary relief, Ms. Godfrey must execute a release as negotiated separately.

7. Within fourteen (14) days after SCECA has received the executed release, Defendant will issue the monetary payment to Brenda Godfrey. SCECA will submit proof of payment by mailing a copy of the check issued in this matter to: Iris Santiago-Flores, Senior Trial Attorney, EEOC, 21 S. Fifth Street, Suite 400, Philadelphia, PA 19106. Late payment of the check will be subject to the accrual of interest on the unpaid amount, calculated pursuant to 28 U.S.C. § 1961.

Posting of Notice

8. Within twenty (20) business days after entry of this Decree, Defendant SCECA shall post at its work site(s) on a bulletin board, used by Defendant for communicating with employees, a same-sized copy of the Notice attached as Exhibit A to this Decree. The Notice shall remain posted for two (2) years from the date of entry of this Decree. Defendant shall forward a certification that the Notice has been posted and dates of posting within 30 days after entry of this Decree to Iris Santiago-Flores, Senior Trial Attorney, EEOC, 21 South Fifth Street Suite 400, Philadelphia, PA 19106-2515. If posted copies become defaced, removed, marred or otherwise illegible, Defendant agrees to post a readable copy in the same manner as heretofore specified.

Non-Discrimination and Anti-Harassment Policies and Complaint Procedures

9. Defendant agrees to draft a policy against discrimination, harassment and retaliation and complaint procedures, which shall be drafted in plain and simple language. Defendant shall ensure that its policy or policies against discrimination, harassment and retaliation and related complaint procedures meet the following minimum criteria:

(a) state that Defendant: (i) prohibits discrimination against employees in violation of Title VII; (ii) prohibits retaliation against employees for opposing employment practices they reasonably believe are discriminatory or for participating in an investigation by the EEOC or a state or local governmental agency of a charge of discrimination under Title VII; (iii) prohibits any act, policy or practice that has the effect of harassing or intimidating any employee on the basis of race and/or sex, in violation of Title VII; and (iv) prohibits any act, policy or practice that has the effect of creating, facilitating or permitting the existence of a work environment that is hostile to employees through acts such as physical/verbal abuse and derogatory comments in

violation of Title VII;

(b) include a complaint procedure designed to encourage employees to come forward with complaints regarding violations of its policy or policies against discrimination, harassment and retaliation, which shall meet the following minimum criteria: (i) provide effective mechanism(s) for reporting incidents of discrimination, harassment and retaliation; (ii) provide that the complaints of discrimination, harassment and/or retaliation can be made either in writing or verbally; (iii) identify an employee or employees at Defendant's worksite(s) to whom an employee can make a complaint; (iv) encourage prompt reporting by employees; and (v) provide assurances that complainants shall not be subjected to retaliation;

(c) provide for prompt investigation of complaints of harassment and/or retaliation;

(d) provide for prompt communication to the complaining party of the results of the investigation and any remedial actions taken or proposed; and

(e) provide for discipline up to and including discharge of an employee or supervisor who violates Defendant's policy or policies against discrimination, harassment and retaliation, and for increasingly severe discipline of repeat offenders.

10. Defendant shall distribute to all of its employees and newly-hired employees its policy or policies against discrimination, harassment and retaliation within 45 days after entry of this Consent Decree.

11. Within sixty (60) days after entry of this Consent Decree, Defendant shall advise Iris Santiago-Flores, Senior Trial Attorney, EEOC's Philadelphia District Office, that its policy or policies against discrimination, harassment and retaliation have been distributed to current employees, including temporary employees, and that new employees, including temporary

employees, will receive these policies and an opportunity to acknowledge receipt. Defendant will retain copies of any acknowledgment of receipt form for an employee in the employee's personnel file.

12. Defendant shall annually, for the duration of the Consent Decree, give a copy of its policy or policies against discrimination, harassment and retaliation to each employee.

Supervisor Accountability

13. Defendant shall promote supervisor accountability by the following conduct:

(a) providing annual anti-discrimination training to all of its supervisory and managerial personnel as set forth in Paragraphs 13;

(b) disciplining, up to and including discharge, any supervisor or manager who violates Defendant's policy or policies against discrimination, harassment and retaliation;

(c) imposing on all managers and supervisory personnel a duty to administer their work areas to ensure compliance with Defendant's policy against discrimination, harassment and retaliation; and

(d) requiring all managers and supervisors to report any incidents and/or complaints of harassment and/or retaliation of which they become aware to the employee or employees designated to handle complaints of discrimination, harassment and retaliation.

Training

14. Defendant shall provide training on the requirements of Title VII as follows:

(a) Defendant agrees to provide annual training sessions for any employee or employees at its SCECA work site responsible for responding to Title VII complaints made at SCECA by a qualified independent vendor in 2006 and in 2007. The training will cover

employee rights and employer obligations under both Title VII and relevant state or local anti-discrimination laws, and will emphasize what constitutes unlawful harassment and discrimination in the workplace, how to keep the company free from such discrimination, what constitutes unlawful retaliation, and will summarize how to conduct a prompt and effective investigation into allegations, complaints or charges of discrimination;

(b) Defendant shall first provide training in accordance with Paragraph 13(a) by no later than ninety (90) calendar days after entry of this Consent Decree and also shall provide such training in calendar year 2007.

15. Defendant shall obtain the EEOC's approval of its proposed trainer prior to each year's training sessions.

16. Defendant agrees that, at its expense, it will provide the EEOC with copies of all pamphlets, brochures, outlines or other written materials provided to attendees of training sessions.

17. Defendant shall certify to the EEOC in writing within 10 business days after the training sessions required by Paragraph 13 have occurred that the training has taken place and the personnel who attended. Such certification shall include: (i) the dates, location and duration of the training session; (ii) a copy of the registry of attendance, including the name and position of each person in attendance; and (iii) a listing of the employee or employees at SCECA's work site(s) responsible for responding to Title VII complaints made at SCECA as of the date of the training.

Reporting

18. Defendant shall furnish to the EEOC the following written reports annually for a

period of thirty-six (36) months following entry of this Decree with the first report due twelve (12) months after entry of the Decree and the final report due thirty-six (36) months after entry of the Decree. Each such report shall contain:

(a) a certification by Defendant that the Notice required to be posted by Paragraph 8 was posted in accordance with this Consent Decree;

(b) a certification by Defendant that it distributed the policy or policies against discrimination, harassment and retaliation annually to employees, and that Defendant has disseminated the policy against discrimination, harassment and retaliation to all new employees, including temporary employees, hired within the past twelve (12) month period preceding the report; and

(c) a certification that Defendant has complied with training requirements of this Consent Decree.

Dispute Resolution

19. In the event either party to this Decree believes the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance within twenty (20) days of the alleged non-compliance and afford the alleged non-complying party 20 business days to remedy the non-compliance or satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within twenty (20) business days, the complaining party may apply to the Court for appropriate relief.

Miscellaneous Provisions

20. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.

21. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, successors and assigns of Defendant in their capacities as representatives, agents, directors and officers of Defendant and not in their individual capacities. This paragraph shall not be construed as placing any limit on remedies available to the Court in the event any individual is found in contempt for a violation of this Decree.

22. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 05-cv-1847.

23. This Consent Decree shall be filed in the United States District Court for Middle District of Pennsylvania and shall continue in effect for three (3) years. During this time, this Court shall retain jurisdiction over this matter and the parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate its purposes. Any application by any party to modify or vacate this Consent Decree during such period shall be made by motion to the Court on no less than thirty (30) days' notice to the other party. Should any material disputes under this Decree remain unresolved after this three-year period, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Consent Decree) until such time as all disputes have been resolved.

24. The Clerk of the District Court is hereby directed to send a file-stamped copy of this Consent Decree to counsel of record.

25. Upon the expiration of the three-year time period in this Consent Decree, the

above captioned matter will be dismissed with prejudice.

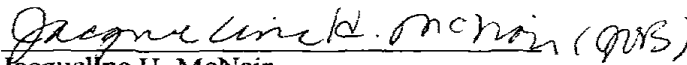
For Plaintiff EEOC:

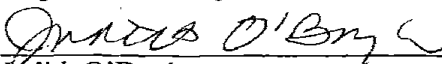
For Defendant SCECA Inc.:


James L. Lee
Deputy General Counsel

Gwendolyn Young Reams
Associate General Counsel
Wash., D.C.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION



Jacqueline H. McNair
Regional Attorney


Judith O'Boyle
Supervisory Trial Attorney



Iris Santiago-Flores
Senior Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Philadelphia District Office
21 S. 5th Street, Suite 400
Philadelphia, PA 19106
(215) 440-2828


John A. Adams
Susanin, Widman & Brennan, P.C.
455 S. Gulph Road
King of Prussia, PA 19406
(610) 337-4510

By the Court:


Judge William J. Nealon
UNITED STATES DISTRICT JUDGE

Date: _____

EXHIBIT A

NOTICE TO ALL SCECA INC EMPLOYEES

This Notice is posted pursuant to a Consent Decree entered by the federal court for the Middle District of Pennsylvania in *EEOC v. Saw Creek Estates Community Assoc., Inc.*, Civil Action Number 05-1847, resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Saw Creek Estates Community Association, Inc. ("SCECA").

Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., as amended ("Title VII"), prohibits discrimination against employees and applicants for employment based upon national origin, sex, race, color or religion. Title VII further prohibits retaliation against employees or applicants who avail themselves of their 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 EEOC 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.

In its lawsuit, the EEOC alleged that SCECA subjected a female employee to harassment based on race and sex, in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). SCECA denies all these allegations and/or any liability.

To resolve the case, SCECA and the EEOC have entered into a Consent Decree which provided, among other things, that: (1) SCECA agrees that it will not discriminate on the basis of race and sex in the future; (2) SCECA will not retaliate against any person because he or she opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree; and (3) SCECA will train any employee or employees at SCECA work site(s) with responsibility for responding to Title VII complaints made by SCECA employees regarding discrimination, harassment and retaliation, and regarding its policy prohibiting discrimination, harassment and retaliation.

If you believe you have been discriminated against, you may contact the EEOC at (215) 440-2600. The EEOC charges no fees and has employees who speak languages other than English.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for two (2) years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to the EEOC, Philadelphia District Office, 21 South 5th Street, Philadelphia, PA 19106.

U.S. Equal Employment Opportunity
Commission

SCECA Inc.