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10 ATTORNEYS FOR PLAINTIFF

11 UNITED STATES DISTRICT COURT
12 DISTRICT OF IDAHO

13 EQUAL EMPLOYMENT)
14 OPPORTUNITY COMMISSION,)

15 Plaintiff,)

16 and)

17 SANDRA ROBISON,)

18 Plaintiff Intervenor,)

19 vs.)

20 AMERIPRIDE SERVICES, INC.,)

21 Defendant.)

Case No. CV-03-065-S-BLW

**CONSENT DECREE
AND ORDER DISMISSING ACTION**

22 I. INTRODUCTION

23 1. This action originated when Sandra Robison filed a charge with the Equal Employment
24 Opportunity Commission ("EEOC" or "Commission") on or about May 6, 2002. Robison alleged
25 that AmeriPride Services, Inc., Twin Falls branch ("AmeriPride") discriminated against her based
26 upon her sex in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq.
27 ("Title VII") when she was denied employment as a Customer Service Representative/Route Sales
Driver.

1 IV. SETTLEMENT SCOPE

2 9. This Consent Decree is the final and complete resolution of all allegations of unlawful
3 employment practices contained in Robison’s discrimination charge, in the EEOC’s administrative
4 determinations, and in the complaint filed herein, including all claims by the parties for attorney fees
5 and costs. The scope of this Consent Decree will be limited to AmeriPride’s facilities in Twin Falls,
6 Idaho.

7 V. MONETARY RELIEF

8 10. In settlement of this lawsuit, AmeriPride agrees to pay Sandra Robison
9 \$82,500 and Brenda Foster \$27,500 within fifteen (15) business days of the date this Consent Decree
10 is entered by the Court. Robison’s settlement proceeds will be handled between AmeriPride and
11 Cynthia Wooley, Robison’s legal counsel, whose law offices are located at 180 West First Street,
12 Suite 107, P.O. Box 6999 Ketchum, ID. 83340. AmeriPride shall mail Foster’s settlement check
13 directly to her at an address to be provided by the EEOC. Robison and Foster have executed
14 separate release agreements to which the EEOC is not a party, in return for the payment of settlement
15 funds. The agreements specify that the funds are subject to applicable taxes.

16 VI. AFFIRMATIVE AND OTHER RELIEF

17 A. General Provisions

18 11. AmeriPride, its officers, agents, and employees will refrain from engaging in practices
19 which unlawfully discriminate against applicants and/or employees on the basis of sex. In recognition
20 of its obligations under Title VII, AmeriPride will institute the policies and practices set forth below.

21 B. **Anti-Discrimination Policies and Procedures**

22 12. AmeriPride shall institute and carry out anti-discrimination policies, procedures and
23 training for employees, supervisors and management personnel, to the extent not already established,
24 and will provide equal employment opportunities for all employees. AmeriPride will evaluate and,
25 where appropriate, modify the practices of its managers and supervisors in order to prevent
26 discrimination in employment. AmeriPride will ensure that its managers and supervisors understand
27 its Equal Employment Opportunity (“EEO”) policies and how those policies define and identify what

1 constitutes employment discrimination.

2 13. Within sixty (60) days of the date of the effective date of this Consent Decree,
3 AmeriPride will: (a) review its EEO policy, and revise it as necessary, to ensure that it adequately
4 prohibits discrimination against applicants and/or employees on the basis of sex and addresses
5 AmeriPride's obligation to provide a discrimination-free work environment for its employees; and (b)
6 distribute a written copy of its EEO policy to all present and future employees, both management and
7 non-management. AmeriPride will provide EEOC with a written copy of its EEO policy as part of its
8 first annual report as provided in paragraph 21 below.

9 C. Training

10 14. Within one hundred and twenty (120) days of the execution of this Consent Decree, and
11 annually thereafter, AmeriPride will develop and present to all supervisory employees in its Twin
12 Falls, Idaho facility three (3) hours of training on employment discrimination issues, including
13 discrimination against applicants and/or employees based on sex. The EEOC will have an opportunity
14 to review the training materials prior to the training date.

15 15. AmeriPride will notify the EEOC of the completion of the training and will specify the
16 names and job titles of the employees who participated in and completed the training as part of its
17 annual reporting to the EEOC.

18 D. Expungement of Records

19 16. AmeriPride will not disclose any information or make references to any charge of
20 discrimination or this lawsuit in responding to requests for information about Sandra Robison or
21 Brenda Foster.

22 17. AmeriPride will expunge from the files of Robison and Foster, and from any other
23 records where the company keeps such information, with the exception of the legal files maintained
24 by General Counsel and outside counsel, any references to a charge of discrimination against
25 AmeriPride and this lawsuit. If Robison or Foster wishes to do so, AmeriPride will permit them to
26 review any personnel file pertaining to them within thirty (30) days after the entry of this Consent
27 Decree to ensure that all such references have been expunged. AmeriPride will not add any

1 information or references to the personnel files of Robison or Foster or records regarding the charge
2 of discrimination and this lawsuit after such references have been expunged.

3 E. Policies Designed to Promote Supervisor Accountability

4 18. AmeriPride agrees that it shall impose substantial discipline -- up to and including
5 termination, suspension without pay or demotion -- upon any supervisor or manager who
6 discriminates against any applicant and/or employee on the basis of sex. AmeriPride shall
7 communicate this policy to all of its supervisors and managers.

8 19. AmeriPride agrees that it will revise its staff level management appraisal process to
9 include performance evaluations for the handling of EEO issues as an element in staff level
10 management appraisals, and to link such evaluations directly to staff level management salary/bonus
11 structure.

12 20. AmeriPride agrees that it shall include "commitment to equal employment opportunity"
13 as a criterion for qualification for supervisory positions.

14 G. Reporting

15 21. AmeriPride shall report in writing and in affidavit form to the EEOC on an annual basis
16 the following information:

- 17 a. Certification of the completion of three (3) hours of training and list of attendees;
- 18 b. Certification that its EEO policy has been distributed to all current and newly hired
19 employees;
- 20 c. A list of any changes, modifications, revocations or revisions to its EEO policies and
21 procedures which concern or affect the subject of discrimination or retaliation.
- 22 d. A summary of discrimination complaints, if any, filed by employees working at
AmeriPride which are reported to management and the resolution of each complaint;
- 23 e. A statement listing the other provisions of this Decree that defendant is required to
24 perform and certifying that AmeriPride has complied with the terms of the Decree. If
25 AmeriPride has not complied with any term of the Decree, the statement will specify
the areas of noncompliance, the reason for the noncompliance, and the steps taken to
bring the defendants into compliance.

26 H. Posting

27 22. AmeriPride will post a Notice, attached as Exhibit 1 to this Consent Decree. The Notice

1 shall be posted on a centrally located bulletin boards at its Twin Falls facilities for the duration of the
2 Consent Decree.

3 VII. ENFORCEMENT

4 23. If the EEOC determines that AmeriPride has not complied with the terms of this Decree,
5 the EEOC will provide written notification of the alleged breach to AmeriPride. The EEOC will not
6 petition the court for enforcement of the decree for at least thirty (30) days after providing written
7 notification of the alleged breach. The 30-day period following the written notice shall be used by the
8 parties for good faith efforts to resolve the dispute.

9 VIII. RETENTION OF JURISDICTION

10 24. The United States District Court for the District of Idaho shall retain jurisdiction over
11 this matter for the duration of the decree.

12 IX. DURATION AND TERMINATION

13 25. This Decree shall be in effect for three (3) years beginning the date this Court enters the
14 Consent Decree. If the EEOC petitions the Court for breach of the Decree, and the Court finds
15 AmeriPride to be in violation of the terms of the Decree, the Court may extend the duration of the
16 Decree.

17 X. CONCLUSION

18 26. The parties are not bound by any provision of this decree until it is signed by authorized
19 representatives of each party and entered by the Court.

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1 Dated this 21st day of June, 2005.

2 A. LUIS LUCERO, JR.
3 Regional Attorney
4 JOHN F. STANLEY
5 Acting Supervisory Trial Attorney

6 LISA COX
7 Trial Attorney

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14 BY: /s/ A. Luis Lucero, Jr.

15 Attorneys for Plaintiff

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22 BY: /s/ Patricia M. Olsson

23 Attorneys for Defendant

24 //
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ORDER APPROVING CONSENT DECREE

The Court, having considered the foregoing stipulated agreement of the parties, HEREBY ORDERS THAT the foregoing Consent Decree be, and the same hereby is, approved as the final decree of this Court in full settlement of this action. This lawsuit is hereby dismissed with prejudice and without costs or attorneys' fees to any party. The Court retains jurisdiction of this matter for purposes of enforcing the Consent Decree approved herein.



DATED: **June 27, 2005**

B. Lynn Winmill
B. LYNN WINMILL

Chief Judge
United States District Court

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NOTICE TO ALL EMPLOYEES

This notice is being posted pursuant to an agreement between AmeriPride Services, Inc. (“AmeriPride”) and the U.S. Equal Employment Opportunity Commission, entered as the result of a resolution of a lawsuit in federal district court. There was no finding on the merits of the lawsuit and this notice should not be considered an admission by AmeriPride of a violation of any law.

Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, and the Americans with Disabilities Act of 1990 are enforced by the EEOC and require the following:

That there be no discrimination against any employee or applicant for employment because of the employee's race, sex, color, religion, national origin, age (over age 40), or disability with respect to hiring, firing, compensation, or other terms, conditions or privileges of employment.

It is an unlawful employment practice for an employer to retaliate against any employees or applicants for employment because they have opposed a practice or because they have made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under these statutes.

AmeriPride has instituted a training program to train its supervisory employees regarding the requirements of the above statutes.

AmeriPride has posted this notice because the company supports and will comply with these federal laws in all respects.

DATED _____

Exhibit A