

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION**

EQUAL EMPLOYMENT OPPORTUNITY	)	
COMMISSION	)	
	)	
Plaintiff, and	)	
	)	
TAMMI MASDEN,	)	
	)	Case No 05-0817-CV-W-GAF
Plaintiff-Intervenor,	)	
	)	
v.	)	
	)	
ASSURED QUALITY TITLE COMPANY,	)	
	)	
Defendant.	)	

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**CONSENT DECREE**

**Introduction**

Plaintiff Equal Employment Opportunity Commission (“the EEOC”) has instituted this action alleging that Assured Quality Title Company (“Defendant”) discriminated against Tammi Masden in violation of Title VII of the Civil Rights Act of 1964 (“Title VII”) by terminating her from her job because of her pregnancy. Plaintiff-Intervenor Tammi Masden was permitted by the Court to intervene, through private counsel, in the EEOC’s suit in order to assert claims against Defendant under Title VII and the Missouri Human Rights Act (“MHRA”).

For purposes of settlement and compromise only, the parties have advised the Court that they wish to resolve the instant controversy without the expense, delay, and burden of further litigation;

THEREFORE, it is the finding of this Court, made on the pleadings and on the record as a whole and upon agreement of the parties, that: (i) this Court has jurisdiction

over the parties to and the subject matter of this action, (ii) the requirements of Title VII and the MHRA will be carried out by the implementation of this Decree, (iii) this Decree is intended to and does resolve all matters in controversy in this lawsuit among the parties, and (iv) the terms of this Decree constitute a fair and equitable settlement of all issues in this lawsuit.

IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED as follows:

### **I. General Provisions**

1. This Decree, being entered with the consent of the parties for purposes of settlement and in order to avoid any further litigation costs by Defendant in its defense of this suit, 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, the MHRA, or any executive order, law, rule or regulation dealing with or in connection with sex discrimination, including pregnancy discrimination, in employment or of any wrongful, illegal or discriminatory act in connection with the employment of Tammi Masden. Defendant denies any such violation.

2. Defendant agrees that it shall not discriminate against its employees with respect to hiring, promotion, firing, compensation, scheduling or other terms, conditions or privileges of employment on the basis of sex including pregnancy.

3. Defendant agrees that it shall not discriminate or retaliate against any person because he or she: (a) has opposed any practices alleged in this lawsuit as unlawful under Title VII or the MHRA, (b) has participated in any investigation conducted under Title VII or the MHRA connected with or leading up to this lawsuit, (c) has participated in this lawsuit, or (d) has benefited or will benefit in any way as a result of this Consent Decree.

## **II. Relief for Charging Party**

4. Within thirty (30) days of the entry of this Decree, Defendant shall deliver by certified mail to Kevin Graham, attorney for Tammi Masden:

- a. A check made payable to Tammi Masden for back pay in the amount of \$4,570.00, less any deductions for the employee's portion of FICA and applicable federal and state income tax withholdings, along with a statement itemizing the deductions made from the back pay amount.
- b. A check made payable to Tammi Masden for compensatory damages in the amount of \$19,430.00, along with a form 1099 for such amount.
- c. A check made payable to Kevin Graham for reasonable attorneys' fees and costs in the amount of \$16,000.00, along with a form 1099 for such amount.

5. Defendant shall simultaneously mail copies of the those checks made payable to Tammi Masden and an itemized statement of deductions to the Regional Attorney, Equal Employment Opportunity Commission, 1222 Spruce, Room 8.100, St. Louis, Missouri 63103.

6. Within ten (10) days of the entry of this Decree, Defendant shall deliver by certified mail to Kevin Graham, attorney for Tammi Masden, an official company letter of reference signed by Defendant's president on company letterhead for Tammi Masden containing the language set forth in Exhibit A, attached hereto.

7. Defendant shall simultaneously mail a copy of such reference letter for Tammi Masden to the Regional Attorney, Equal Employment Opportunity Commission, 1222 Spruce, Room 8.100, St. Louis, Missouri 63103.

### **III. Training**

8. Within ninety (90) days of the entry of this Decree, Defendant shall provide mandatory anti-discriminatory training to all of its supervisors and managers, with an emphasis on sex discrimination including pregnancy discrimination, with such training to be provided by an outside vendor approved by the Regional Attorney, Equal Employment Opportunity Commission, St. Louis District Office, no later than sixty (60) days prior to the deadline for providing such training.

9. Within thirty (30) days following the deadline for providing the training required by Paragraph 8, Defendant shall mail a report listing the names and job titles of all managers who completed the training to the Regional Attorney, Equal Employment Opportunity Commission, 1222 Spruce, Room 8.100, St. Louis, Missouri 63103.

### **IV. Posting and Policies**

10. Within thirty (30) days of the entry of this Decree and for the two (2) year duration of this Decree, Defendant shall post and cause to remain posted copies of the Notice attached hereto as Exhibit B at its Kansas City area offices in those locations where Defendant displays the EEO posters, Workers' Compensation posters, and other information relating to employee rights as required by law.

11. Within sixty (60) days of the entry of this Decree, Defendant shall cause the Policy on Pregnancy Discrimination attached hereto as Exhibit C to be made a part at the training required in Paragraph 8 above and part of Defendant's employee handbook.

## **V. Reporting, Record-keeping, and Access**

12. Within seventy-five (75) days of the entry of this Decree, Defendant shall mail to the Regional Attorney, Equal Employment Opportunity Commission, St. Louis District Office, a letter confirming that Exhibit B has been posted as required by Paragraph 10 above and that Exhibit C has been incorporated into Defendant's employee handbook as required by Paragraph 11 above.

13. Within six (6) months of the entry of this Decree, and every 6 months thereafter for the duration of this Decree, Defendant shall mail to the Regional Attorney, Equal Employment Opportunity Commission, St. Louis District Office, a letter listing the name of each female employee who notified Defendant that she was pregnant, the date of such notification, her job title, whether or not she was removed from her job assignment, was terminated or was involuntarily required to take a medical or other leave; reason(s) why she was removed from her job assignment, terminated or required to take medical or other leave, if applicable, and date of such action.

14. For the duration of this Decree, Defendant shall allow representatives of the EEOC to review Defendant's compliance with such Decree by inspecting and photocopying relevant documents and records, interviewing employees and management officials on their premises, and/or inspecting Defendant's premises. Such review of compliance shall be initiated by written notice to the Defendant's attorney of record at least fifteen (15) business days in advance of any EEOC compliance review.

## **VI. Term and Effect of Decree**

15. The duration of this Decree shall be two (2) years.

16. By entering into this Decree, the parties do not intend to resolve any charges of discrimination currently pending before the EEOC other than the charge that created the procedural foundation for the complaint in this case.

17. This Decree shall be binding upon the parties hereto, their successors, and assigns. Defendants shall affirmatively notify any purchasers of the obligations of this Consent Decree prior to any sale which may take place during the two (2) year duration of this Decree.

18. The Court shall retain jurisdiction of this cause for purposes of compliance and enforcement.

Each party shall bear its own costs.

s/ Gary A. Fenner  
United States District Judge

DATED: September 27, 2006

BY CONSENT:

FOR DEFENDANT:

/s/ Kathleen Ryan  
C. BROOKS WOODS #24077  
KATHLEEN RYAN #55041  
Stinson Morrison Hecker  
1201 Walnut, Suite 2900  
Kansas City, MO 64106  
(816) 691-2772  
(816) 691-3495 (Fax)

/s/ Jose Evans  
JOSE EVANS  
President,  
Assured Quality Title Company

FOR PLAINTIFF EEOC:

/s/ Robert Johnson  
ROBERT G. JOHNSON  
Regional Attorney  
EEOC  
1222 Spruce St., Room 8.100  
St. Louis, MO 63103

/s/ Anne Gusewelle  
REBECCA S. STITH #36703  
Senior Trial Attorney  
ANNE E. GUSEWELLE  
Senior Trial Attorney  
EEOC-St. Louis District Office  
1222 Spruce St., Room 8.100  
St. Louis, MO 63103  
(314) 539-7917  
(314) 539-7895 (Fax)

FOR PLAINTIFF-INTERVENOR:

/s/ Kevin Graham  
KEVIN A. GRAHAM #41709  
Flook & Graham  
11 East Kansas St.  
Liberty, MO 64068  
(816) 792-0500  
(816) 781-6843 (Fax)

/s/ Tammi Masden  
TAMMI MASDEN  
Plaintiff-Intervenor

**EXHIBIT A**

(on Defendant letterhead)

\_\_\_\_\_, 2006

To Whom It May Concern:

Tammi Masden was employed by Assured Quality Title Company as a Recording Processor from January 20, 2003, to October 15, 2003. She performed all of her duties satisfactorily.

Sincerely,

\_\_\_\_\_  
Jose Evans, President  
Assured Quality Title Company



## **EXHIBIT B**

(on Defendant letterhead)

### **NOTICE TO EMPLOYEES**

Federal and Missouri anti-discrimination laws prohibit discrimination against any employee or applicant for employment because of pregnancy. Applicants or employees who are pregnant may not be discriminated against with respect to hiring, promotion, firing, compensation, or other terms, conditions or privileges of employment. A pregnant employee will be treated the same as any employee with a temporary illness or disability, and will be permitted to work with a written release from her physician (if necessary), or to use leave or other benefits on the same basis as any other employee with a temporary illness or disability.

Assured Quality Title Company is committed to complying with such laws in all respects and will not discriminate against employees or applicants because they are pregnant. Applicants and employees are encouraged to report possible discrimination, including pregnancy discrimination, to any management or supervisor at any time. Assured Quality Title Company will promptly investigate such report and protect any applicant or employee making such report from retaliation. Employees also may contact Equal Employment Opportunity Commission, St. Louis District Office, 1222 Spruce St., 8th floor, Room 8.100, St. Louis, MO 63103, 314-539-7800, or Kansas City Area Office, Gateway Tower II, 4th & State St., 9th Floor, Kansas City, MO 66101, 913-551-5655.

\_\_\_\_\_, 2006

\_\_\_\_\_  
Jose Evans, President  
Assured Quality Title Company

## **EXHIBIT C**

### **POLICY ON PREGNANCY DISCRIMINATION**

Assured Quality Title Company does not and will not discriminate against applicants or employees who are pregnant with respect to hiring, promotion, firing, compensation, benefits, or other terms, conditions, or privileges of employment. A pregnant employee will be treated the same as any other employee with an illness, medical condition, or disability, and will be permitted to work with a written release from her physician (if necessary), or to use leave or other benefits on the same basis as any other employee with an illness, medical condition, or disability. Any employee who believes that she has been subjected to discrimination on the basis of pregnancy is expected to use the reporting procedure set forth above [in the employee handbook]. Assured Quality will not tolerate retaliation or any adverse action because an employee complains of pregnancy discrimination or because an employee provides information in connection with any such complaint.