

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF MARYLAND

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Plaintiff,

v.

HOME QUALITY MANAGEMENT, INC.

Defendant.

Civil Action No. RDB-03cv2793

RDB - 03-2793

CONSENT DECREE

This action was instituted on September 30, 2003, by the Equal Employment Opportunity Commission (the "Commission" or "EEOC"), against Home Quality Management, Inc., pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e et seq., ("Title VII") to correct unlawful employment practices. EEOC's Complaint alleged that Defendant Home Quality Management, Inc ("Defendant"), discriminated against Sara Pierce by subjecting her to a sexually hostile work environment and retaliation resulting in her constructive discharge.

The Commission and the Defendant desire to resolve this action and all issues raised by the Complaint without the time and expense of further contested litigation. The parties also desire to formulate a plan to be embodied in a Decree that will promote and effectuate the purposes of Title VII.

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

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 of the premises, it is ORDERED, ADJUDGED AND DECREED:

1. This Decree constitutes full discharge and satisfaction of any and all claims which have been alleged in the Complaint filed in this Title VII action by the EEOC based on the charge of discrimination filed by Sara Pierce, Charge No. 120-2002-10015, against Defendant and the Commission's Determination on this charge.

INDIVIDUAL RELIEF

2. Defendant will pay damages to Sara Pierce in the total amount of thirty thousand dollars (\$30,000) in full settlement of this case in accordance with the provisions set forth below:

A. Within ten (10) days of the execution of this Decree Defendant will pay to Sara Pierce compensatory damages in the amount of five thousand dollars (\$5,000). Thereafter, for the subsequent five (5) consecutive months, Defendant will pay to Sara Pierce compensatory damages in incremental amounts of five thousand dollars (\$5,000) due on the first day of each subsequent consecutive month. Defendant will issue a Form 1099 to Sara Pierce reflecting these payments totaling thirty thousand dollars (\$30,000).

B. Defendant agrees that these amounts shall be paid by check to the order of Sara Pierce and shall be forwarded to Sara Pierce at her address, to be supplied by the Commission, by overnight mail with signatory receipt required.

C. Within five (5) days of each 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.

D. Failure to make any payment on the dates set for payment in subparagraph 2A above,

shall constitute a material breach of the parties' agreement and noncompliance with this Decree for which Defendant shall pay liquidated damages and sanctions to Sara Pierce in the amount of two hundred dollars (\$200) per day for each day Defendant is late in making payments as set forth in subparagraph 2A.

3. Defendant shall remove any records and documents from the personnel files of Sara Pierce, wherever maintained, relating to the filing of a charge of discrimination with the Commission or the Commission's lawsuit against Defendant.

EQUITABLE RELIEF

4. Defendant, their agents, officers, successors or assigns shall be, and hereby are, enjoined and restrained from engaging in any employment practice that discriminates against any person because of sex, including maintaining a sexually hostile work environment.

5. Defendant, their agents, officers, successors or assigns shall be, and hereby are, enjoined and restrained from engaging in any employment practice that discriminates against any employee because of opposition to any action declared unlawful under Title VII or because of filing a charge, giving testimony or assistance or participating in any investigation or proceeding under Title VII.

POSTING OF NOTICES

6. a. Upon entry of this Decree, Defendant will promptly post in all places where notices to employees are customarily posted, at its headquarters and all its Maryland facilities, the EEOC poster, "Equal Employment Opportunity Is The Law" (Form EEOC-P/E-1), and the Notice attached hereto as Exhibit "A" and made a part hereof, which shall be signed by a responsible official of Defendant with the date of actual posting shown thereon. Should the Notice or Poster become defaced, marred or otherwise unreadable, Defendant will ensure that new readable copies are posted

in the same manner heretofore specified.

b. The Notice and Poster shall be posted and maintained throughout the period of this Decree. Within thirty (30) days of approval of this Decree, Defendant shall forward to the Commission's attorney of record, at the EEOC's Baltimore District Office, a copy of the signed Notice attached hereto as Exhibit "A", written certification that the Poster and Notice referenced herein have been posted and a statement of the location and date(s) of posting.

TRAINING

7. Within seventy-five (75) days of the entry of this Decree, Defendant will present training to its employees at its Maryland facilities, including all managerial employees, concerning the laws enforced by the Commission. The training shall specifically include an explanation of Title VII and its prohibitions against sexual harassment, the responsibilities of human resources and managerial personnel who are informed or otherwise know of incidents of sexual harassment, recognition of sexual harassment, and the prohibition against retaliating against employees who allege an incident of discrimination, sex harassment or intimidation. The training shall also address the methods for reporting an incident of sexual harassment. A copy of Defendant's sexual harassment policy shall be distributed to all persons attending the training. A representative of the EEOC will be invited to attend this training. A record shall be kept identifying all those attending the training. Within ten (10) days of completion of such training, Defendant shall forward to the Commission's attorney of record at the Baltimore District Office a list of all employees who have attended and completed this training.

SCOPE AND DURATION OF DECREE

8. This Decree shall remain in effect for a period of two years (2) years from the date of entry

of the Decree by the Court.

9. The Court shall retain jurisdiction of this action to ensure compliance with this Decree. In all other respects, this action is dismissed with prejudice and the Clerk of the Court is directed to remove this action from the Court's calendar.

10. Upon motion of the Commission, this Court may schedule a hearing for the purpose of reviewing compliance with this Consent Decree. Prior to such motion, the Commission shall notify the Defendant, in writing, of the alleged non-compliance. Upon receipt of written notice, Defendant shall have fifteen (15) days to either correct the alleged violation, and so inform the other party, or deny the alleged violation, 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 Commission 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 to resolve any dispute arising under this Decree resides in the United States District Court for the District of Maryland.

MISCELLANEOUS

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

BY CONSENT:

FOR DEFENDANT:

HOME QUALITY MANAGEMENT,
INC.

I HEREBY CERTIFY THAT I AM
AUTHORIZED TO BIND THE ABOVE
ENTITY TO THE TERMS OF THIS
CONSENT DECREE BY MY SIGNATURE
AND BY MY SIGNATURE DO SO.



Paul Waleczak
Chief Executive Officer
c/o Julie S. Holmes, Esq.
2401 PGA Blvd. Suite 155
Palm Beach Gardens, FL 33418
(561) 627-0664

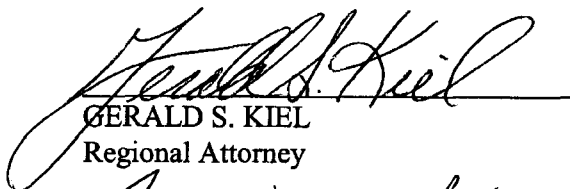
FOR PLAINTIFF:

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

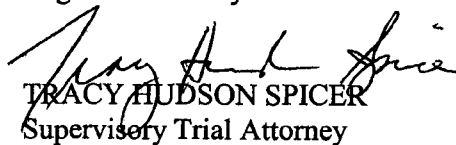
ERIC S. DREIBAND
General Counsel

JAMES L. LEE
Deputy General Counsel

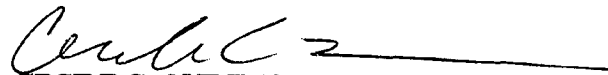
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GERALD S. KIEL
Regional Attorney



TRACY HUDSON SPICER
Supervisory Trial Attorney



CECILE C. QUINLAN
Senior Trial Attorney
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
10 South Howard Street, 3rd Floor
Baltimore, MD 21201

Approved this 12th day of March, 2004.



UNITED STATES DISTRICT COURT JUDGE

EXHIBIT "A"

NOTICE TO EMPLOYEES
POSTED PURSUANT TO A CONSENT DECREE BETWEEN
THE EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, AN AGENCY OF THE
UNITED STATES GOVERNMENT AND HOME QUALITY
MANAGEMENT, INC.

Under Section 703 of Title VII of the Civil Rights Act of 1964, as amended:

It shall be an unlawful employment practice for an employer:

- (1) to fail or refuse to hire or to discharge any individual, or otherwise to discriminate against any individual with respect to his/her compensation, terms, conditions or privileges of employment, because of such individual's race, color, religion, sex, or national origin . . .

Sexual harassment constitutes a type of sex discrimination under Section 703 of Title VII of the Civil Rights Act of 1964, as amended. The Equal Employment Opportunity Commission Guidelines provide in part the following:

Harassment on the basis of sex is a violation of Title VII. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- (1) submission to such conduct is made either explicitly or implicitly a condition of an individual's employment,
- (2) submission or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual, or
- (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

29 C.F.R. Section 1604.11(a) (1985).

Under Section 704 of Title VII of the Civil Rights Act of 1964, as amended it is an unlawful employment practice for an employer to discriminate or retaliate in any manner against any person because of opposition to any practice declared unlawful under Title VII or because of the filing of a charge, the giving of testimony or assistance, or the participation in any investigation, proceeding, or hearing under Title VII.

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

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

WE WILL NOT discriminate or retaliate in any manner against any person because of opposition to any practice declared unlawful under Title VII or because of the filing of a charge, the giving of testimony or assistance, or the participation in any investigation, proceeding, or hearing under Title VII.

(Representative) (Title)

HOME QUALITY MANAGEMENT, INC.

Dated: _____ By: _____

Date posting expires: _____