

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

UNITED STATES DISTRICT COURT  
DISTRICT OF ARIZONA

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	)	Case No. CV05-3033-PHX-DGC
	)	
Plaintiff,	)	<b>CONSENT DECREE</b>
	)	
vs.	)	
	)	
COLLEGEVILLE/IMAGINEERING, a	)	
Delaware Limited Partnership, and	)	
RUBIE'S COSTUME COMPANY, INC.,	)	
a New York corporation,	)	
	)	
Defendants.	)	
	)	

The United States Equal Employment Opportunity Commission (the Commission or EEOC) filed this action against Collegeville/Imagineering Ent. and Rubie's Costume Company, Inc. to enforce Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (Title VII) and the Civil Rights Act of 1991, 42 U.S.C. § 1981a. In its Complaint and subsequent Amended Complaint, the Commission alleged hostile work environment sexual harassment and retaliation by Collegeville's managers against a class of women comprised of former and current employees.

The parties do not object to the jurisdiction of the Court over this action and waive their rights to a hearing and the entry of findings of fact and conclusions of law. The parties agree that this Consent Decree is fair, reasonable, and equitable and does not violate the law or public policy.

1 In the interest of resolving this matter and as a result of having engaged in  
2 comprehensive settlement negotiations, the parties have agreed that this action should be  
3 finally resolved by entry of this Decree. This decree is final and binding on the parties, and  
4 their successors and assigns.

5 It is hereby ORDERED, ADJUDGED, and DECREED:

6 1. This decree resolves all claims of the Commission against Defendants in this  
7 action and the underlying EEOC Charges of Discrimination, Nos. 350A202523, 350A202579  
8 and 350A202578, including but not limited to, back pay, compensatory and punitive  
9 damages, interest, injunctive relief, and attorneys' fees and costs.

10 **NO ADMISSION**

11 2. This Decree, being entered with the consent of the Commission and  
12 Defendants, shall not constitute an adjudication or finding on the merits of the case, and shall  
13 not be construed as an admission of liability by Defendants. Defendants affirmatively deny  
14 the allegations of sexual harassment and retaliation, and enter into this settlement for the  
15 purpose of restoring peace to the workplace and avoiding further litigation.

16 **INJUNCTION**

17 3. Collegeville and its officers, agents, employees, successors, assigns and all  
18 persons in active concert or participation with it, is enjoined for the duration of the Decree  
19 from (a) discriminating against any employee on the basis of sex, including but not limited to  
20 sexually harassing any employee and (b) retaliating against any employee because he or she  
21 (i) opposed discriminatory practices made unlawful by Title VII, (ii) filed a charge or is  
22 assisting or participating in the filing of a charge of sexual harassment, or (iii) assisted or  
23 participated in an investigation or proceeding brought under Title VII.

24 **MONETARY RELIEF**

25 4. Judgment is entered in favor of the Commission and against Collegeville in the  
26 amount of \$299,000.00. Collegeville shall pay the gross sum of \$299,000.00 (subject to  
27 Rubie's guaranty letter, over which the Court shall retain jurisdiction) to be distributed  
28 among the class members identified in Exhibit A. One-half of the total \$299,000.00 is to be

1 paid to the identified claimants on the later of November 1, 2007 or within six business days  
2 after the parties receive notice that this Consent Decree has been entered by the Court. The  
3 remaining one-half of the total of \$299,000.00 is to be paid on June 30, 2008. Collegeville's  
4 obligation to make payments to each claimant is contingent upon each claimant executing a  
5 release, as set forth in Exhibit D, regarding all claims that the claimant may have against  
6 Defendants through the date of the release.

7 5. None of this \$299,000.00 shall revert to Collegeville if the money is not  
8 entirely distributed by payments to claimants. In that event, any remaining money shall be  
9 distributed at the direction of the EEOC.

10 6. Collegeville shall pay the settlement amount separately to each class member,  
11 identified in Exhibit A, by check, cashier's check, or money order, in accordance with  
12 Paragraph Four of this Decree. These payments do not represent wages and represent  
13 settlement of alleged compensatory damages. Collegeville shall make no deductions from  
14 this amount. By January 31, 2008, Collegeville shall issue United States Internal Revenue  
15 Service 1099 forms for all payments made in calendar year 2007, and by January 31, 2009,  
16 Collegeville shall issue United States Internal Revenue Service 1099 forms for all payments  
17 made in calendar year 2008.

18 7. The checks provided for in Paragraph Four of this Decree shall be mailed  
19 directly by Collegeville to each class member, as identified in Exhibit A, at the addresses  
20 supplied by the Commission. Within three business days of issuance of the checks,  
21 Collegeville shall mail a copy of each check and related correspondence to the Regional  
22 Attorney, Equal Employment Opportunity Commission, 3300 N. Central Avenue, Suite 690,  
23 Phoenix, Arizona 85012. Collegeville shall also mail to the Regional Attorney a copy of  
24 each recipient's canceled check promptly upon request.

25 8. Defendants will not condition the receipt of monetary relief on any class  
26 member's agreement to: (a) maintain as confidential the terms of this Decree; (b) waive her  
27 statutory right to file prospectively a charge with any federal or state anti-discrimination  
28

1 agency; (c) refrain from applying for employment at Collegeville's facility; or (d) any  
2 condition not included in this Decree.

### 3 **OTHER RELIEF**

4 9. All references to the filed charges of discrimination or participation in this  
5 action by the class members identified in Exhibit A, derogatory documents which relate to  
6 complaints, or investigation of complaints of sexual harassment shall be expunged from any  
7 personnel file of any class member identified in Exhibit A that is maintained by either  
8 Defendant.

9 10. Collegeville shall provide each class member identified in Exhibit A with a  
10 personalized copy of the written statement attached as Exhibit B, signed and printed on  
11 Collegeville's letterhead upon the entry of this Decree. Collegeville shall provide a copy of  
12 this written statement whenever an employment reference is requested by the prospective  
13 employer of a class member identified in Exhibit A, for the duration of this Decree.

14 11. Defendants allege that prompt, appropriate disciplinary action has been taken  
15 against individuals who have been determined to have engaged in inappropriate conduct in  
16 violation of Title VII, if any. However, Collegeville shall also provide all of its  
17 management, including the Plant Manager, with an additional training session on preventing  
18 sexual harassment in the workplace.

19 12. Collegeville shall review and revise, if necessary, policies and practices that  
20 help assure a work environment free from sexual harassment of their employees and that  
21 allow employees to raise concerns or complaints without retaliation about matters, whether  
22 alleged, perceived, or actual, made unlawful by Title VII. To assist Collegeville in its efforts  
23 to assure a work environment free of sexual harassment and retaliation, Collegeville shall  
24 take the actions provided in Paragraphs Thirteen through Twenty-Five of this Decree.

### 25 **COLLEGEVILLE'S CORRECTIVE POLICIES AND PRACTICES**

26 13. Collegeville shall post for the duration of this Decree, in a prominent place  
27 frequented by its employees at its facilities, the notice attached as Exhibit C in both English  
28 and Spanish. It shall be Collegeville's responsibility to have the notice properly translated.

1 The notice shall be the same type, style, and size as Exhibit C. Collegeville shall also post at  
2 least until the end of 2007, in a prominent place frequented by its employees at its facilities,  
3 a statement from the parent company's CEO or a high-ranking official reiterating the parent  
4 company's policy against sexual harassment. The statement shall be posted at least until the  
5 end of 2007.

6 14. Collegeville shall provide training in both English and Spanish on sexual  
7 harassment and retaliation to (a) its employees and (b) in 2008 only to its parent company's  
8 management employees designated to receive and respond to sexual harassment complaints  
9 from Collegeville employees, according to the following terms:

10 A. Collegeville shall retain and pay for a lecturer who shall provide  
11 training for a period of two (2) years from the date of this Decree. During each of the next  
12 two years, the lecturer shall conduct one live seminar training session each year.  
13 Collegeville shall have an attorney from Winston & Strawn LLP, which individual shall have  
14 knowledge of employment discrimination laws, including Title VII, as its trainer. The  
15 following individuals shall attend the seminar session or the videotaped showing of the live  
16 session in each of the two years: (a) Collegeville's employees not working through a staffing  
17 agency (Collegeville may, at its election, have duplicative videotaped sessions to  
18 accommodate staffing needs. Collegeville shall be responsible for any additional costs to  
19 provide such duplicative sessions.); (b) In 2008 only, the parent company's management  
20 employees designated to receive and respond to sexual harassment complaints from  
21 Collegeville employees shall receive such training.

22 B. During the first year (as to Collegeville) the seminar-training session  
23 shall be conducted within four (4) months of the entry of this Decree. For the second year,  
24 the seminar-training session shall be conducted between ten (10) and twelve (12) months  
25 after the completion of the preceding session. The parent company's training shall be any  
26 time in 2008.

27 C. The seminar-training sessions shall be no less than ninety (90) minutes,  
28 plus fifteen (15) to thirty (30) minutes of questions and answers. All personnel designated in

1 Paragraph Fourteen-A, shall both register and attend the seminar-training session or watch  
2 the video of the seminar-training. The registry of attendance shall be retained by  
3 Collegeville for the duration of the Decree.

4 D. The seminars shall include the subject of what constitutes sexual  
5 harassment and retaliation; that sexual harassment and retaliation in the hiring, firing,  
6 compensation, assignment, or other terms, conditions, or privileges of employment, violates  
7 Title VII; how to prevent sexual harassment and retaliation; how to provide a work  
8 environment free from sexual harassment and retaliation; and to whom and by what means  
9 employees may complain if they feel they have been subjected to sexual harassment or  
10 retaliation in the workplace. The session shall also review and explain Collegeville's policies  
11 set out in Paragraph Sixteen of this Decree.

12 E. During the live training session, the lecturer shall speak to the  
13 employees about the discipline that can be taken against supervisors, managers, and  
14 employees who commit acts of sexual harassment or retaliation or allow sexual harassment  
15 or retaliation to occur in the workplace, the importance of maintaining an environment free  
16 of sexual harassment and retaliation, and Collegeville's policy in regard to sexual harassment  
17 and retaliation referred to in Paragraph Sixteen of this Decree.

18 15. The Commission, at its discretion, may designate Commission representatives  
19 to attend and participate in the seminar-training sessions, and the representative shall have  
20 the right to attend and reasonably participate in the sessions. The EEOC will provide  
21 Collegeville reasonable notice of its intent to attend the training session.

22 16. Collegeville shall review and revise, if necessary, its written policy concerning  
23 sexual harassment and retaliation to conform with the law. The policy shall be written in  
24 both Spanish and English and shall include, at a minimum:

25 A. A strong and clear commitment to a workplace free of sexual harassment and  
26 retaliation;

27 B. Clear and complete definitions of sexual harassment, both quid pro quo and  
28 environmental, and retaliation, with relevant examples;

1 C. A clear and strong encouragement of persons who believe they have been  
2 harassed or retaliated against to come forward;

3 D. A description of the consequences, up to and including termination, that will be  
4 imposed upon violators of the policy;

5 E. A promise of maximum feasible confidentiality for persons who believe that  
6 they have been harassed or retaliated against;

7 F. An assurance of non-retaliation for witnesses of sexual harassment and persons  
8 who in good faith believe they have been sexually harassed;

9 G. That sexual harassment by all persons, including management officials,  
10 supervisors, vendors, suppliers, third parties, and customers is prohibited and will not be  
11 tolerated;

12 H. The identification of specific individuals at each Defendant, with their names  
13 and telephone numbers, to whom employees who claim to have been sexually harassed or  
14 retaliated against can report the sexual harassment, including a written statement that the  
15 employee may report the harassment to designated persons outside their chain of  
16 management. At least one of the designated persons must be Spanish-speaking to facilitate  
17 communication with Spanish-speaking employees, and must be designated as Spanish-  
18 speaking in the materials;

19 I. That employees are not to discuss sexual conduct and/or sexual jokes while at  
20 work;

21 J. That physical contact between employees that may be construed as sexual is  
22 prohibited on the jobsite;

23 K. Assurances that Collegeville, with the knowledge and assistance of Rubie's, as  
24 appropriate and reasonable, will investigate sexual harassment and retaliation allegations  
25 promptly, fairly, reasonably, and effectively by appropriate investigators and that appropriate  
26 corrective action will be taken to eradicate the sexual harassment and retaliation.

27 The current policy has been distributed to each current employee, and any revised  
28 policy, if applicable, shall be re-distributed within sixty (60) days of its adoption. The policy

1 shall be distributed to all new employees when hired and reissued to each employee during  
2 the second year of this Decree. These policies also shall be posted in both English and  
3 Spanish in a prominent place frequented by the Collegeville employees.

4 17. Collegeville shall institute, and Rubie's shall approve and oversee, a procedure  
5 which evaluates Collegeville supervisors, managers, and applicable human resources  
6 personnel on their performance in responding to complaints of sexual harassment and  
7 retaliation. Each of these employees shall be advised that the failure of such an employee to  
8 enforce the sexual harassment and anti-retaliation policy may result in disciplinary action.

9 18. Collegeville, with the knowledge and assistance of Rubie's, as appropriate and  
10 reasonable, shall promptly and appropriately respond to all complaints of sexual harassment  
11 and/or retaliation. The response shall be a reasonable investigation and conclusion, which  
12 must include a finding of whether sexual harassment and/or retaliation occurred, where  
13 reasonably possible; a credibility assessment, if necessary and reasonably possible;  
14 interviews of all potential victims and witnesses identified, where reasonable; and concurrent  
15 notes of the investigation. The response also shall include immediate appropriate corrective  
16 and remedial action.

17 19. Collegeville shall not retain documents related to any such investigation in the  
18 personnel file of any employee who complains of harassment or retaliation. All disciplinary  
19 actions taken against Collegeville employees for violation of its sexual harassment and/or  
20 anti-retaliation policy will be retained in that employee's personnel file where a violation is  
21 found and discipline is imposed.

22 20. Collegeville will forward its sexual harassment and/or anti-retaliation policy to  
23 any agency that is providing temporary employees to its facility, and require that said agency  
24 provide any applicant for a position at its facility with a copy of the policy. Collegeville  
25 shall also add to its contracts with such agencies a provision stating that it will only hire an  
26 applicant after his or her agency affirms that he or she has been provided with Collegeville's  
27 sexual harassment and/or anti-retaliation policy.



**REPORTING BY COLLEGEVILLE AND ACCESS BY EEOC**

21. Collegeville shall report in writing to the Regional Attorney of the Commission's Phoenix District Office at 3300 North Central Avenue, Suite 690, Phoenix, Arizona 85012, beginning six (6) months from the date of the entry of this Decree, and thereafter approximately every six (6) months for the duration of the Decree, the following information:

A. Any changes, modifications, revocations, or revisions to Collegeville's policies and procedures that concern or affect the subject of sexual harassment and/or retaliation;

B. The registry of persons (which the EEOC will keep confidential) attending the seminar required in Paragraph Fourteen of this Decree and a signed, sworn statement by a top management official of Collegeville that persons have attended a seminar as required by Paragraph Fourteen of this Decree;

C. Confirmation that (i) the Notice required in Paragraph Thirteen of this Decree was posted in both English and Spanish and the locations where it was posted, (ii) the policies required in Paragraph Sixteen of this Decree were posted and distributed to each current and new employee in both English and Spanish, and (iii) the expungement from the class members' personnel files required in Paragraph Eight of this Decree took place, the date of the expungement, and the specific documents expunged;

D. A copy of the revised policy required in Paragraph Sixteen of this Decree in both English and Spanish;

E. One copy of each written statement drafted pursuant to Paragraph Ten of this Decree.

22. Defendants, where applicable, shall comply with the reporting requirements of Title VII, including but not limited to the filing of Standard Form 100 in accordance with 29 C.F.R. § 1602.7, commonly known as the "Employer Information Report EEO-1."

23. The Commission, upon reasonable notice, shall have the right to enter and inspect Collegeville's Arizona premises for sole purposes of (a) attending a seminar

1 specified above; and (b) reviewing the specific files or postings as necessary to ensure  
2 compliance with this Decree.

3 **COSTS AND DURATION**

4 24. Each party shall bear its costs and attorneys' fees incurred as a result of this  
5 action through the filing of this Decree.

6 25. The duration of this Decree shall be two (2) years from its entry. This Court  
7 shall retain jurisdiction over this action for the duration of the Decree, during which the  
8 Commission may petition this Court for compliance with this Decree. Should the Court  
9 determine that either Defendant has not complied with its own obligations in this Decree,  
10 appropriate relief may be ordered. This Decree shall expire by its own terms at the end of  
11 twenty-four (24) months from the date of entry, without further action by the parties.

12 26. The parties agree to entry of this Consent Decree and judgment subject to final  
13 approval by the Court and the respective attorneys have full authority to sign this Decree on  
14 behalf of their respective clients.

15 AGREED TO FOR DEFENDANTS:

15 AGREED TO FOR THE EEOC:

16  
17 s/Anna Segobia Masters  
18 Anna Segobia Masters  
19 Julia Lapis Blakeslee  
20 WINSTON & STRAWN LLP  
21 333 South Grand Avenue  
22 Los Angeles, CA 90071-1543  
23 ATTORNEYS FOR DEFENDANTS

s/Mary Jo O'Neill  
Mary Jo O'Neill  
Regional Attorney

s/Sally C. Shanley  
Sally C. Shanley  
Supervisory Trial Attorney

s/ Valerie L. Meyer  
Valerie L. Meyer  
P. David Lopez  
Lucila Rosas  
Trial Attorneys

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
3300 N. Central Ave, Suite 690  
Phoenix, AZ 85012  
ATTORNEYS FOR PLAINTIFF

1 SO ORDERED, ADJUDGED AND DECREED, this 19th day of November 2007.

2  
3  
4 

5 

---

David G. Campbell  
6 United States District Judge  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## EXHIBIT A

1 List of Class Members as Defined by Paragraph Three of the Consent Decree

2 Linda Avalos

Veronica Coronel

3 Lorena Elizabeth Duarte

Linda Honer

4 Nohemi Landin

Rosa Limon

5 Teresa Lopez

Maria Socorro Mata, aka Maria del Carmen Nunez

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## EXHIBIT B

1 [Collegeville Letterhead]

2 To Whom it May Concern:

3 This letter will serve to confirm Ms. [Class Member]'s employment with  
4 Collegeville/Imagineering Enterprises from \_\_\_\_\_ to \_\_\_\_\_. During this time, Ms.  
5 [Class Member] held the position[s] of \_\_\_\_\_. At all times during this period, Ms.  
[Class Member] performed her job duties in a capable and competent manner. In addition,  
Ms. [Class Member] is eligible for rehire at Collegeville/Imagineering Enterprises.

6  
7 Very truly yours,

8  
9 Mark Nitz, Plant Manager  
10 Collegeville/Imagineering Ent.  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## EXHIBIT C



## NOTICE TO ALL EMPLOYEES OF COLLEGEVILLE/IMAGINEERING

This Notice is posted pursuant to a Consent Decree entered into in the case styled as Equal Employment Opportunity Commission (EEOC) v. Collegeville/Imagineering and Rubie's Costume Company, Inc.

It is unlawful under federal law, Title VII of the Civil Rights Act and state law to discriminate against an employee on the basis of sex, including sexual harassment, in the recruitment, hiring, firing, compensation, assignment, or other terms, and conditions or privileges of employment. Sexual harassment includes unwelcome or offensive sexual advances or touching, requests for sexual favors, or other verbal or physical conduct directed at a person because of her/his sex. It is also unlawful to retaliate against any person because the person protested discriminatory practices or contacted the EEOC or the Arizona Civil Rights Division (ACRD).

Collegeville shall not discriminate against any employee on the basis of sex, including sexual harassment, and shall not retaliate against any employee for complaining about sexual harassment.

If you believe you have been discriminated against or sexually harassed, you have the right to seek assistance from:

- (1) **EEOC**, 3300 North Central Avenue, Suite 690, Phoenix, Arizona 85012  
Telephone: (602) 640-5000  
TTY: (602) 640-5072  
Website (national): [www.eeoc.gov](http://www.eeoc.gov); or
- (2) **Arizona Civil Rights Division ("ACRD") of the Attorney General's Office**  
1275 W. Washington, Phoenix, Arizona, 85007  
Telephone: (602) 542-5263  
TDD: (602) 542-5002  
Toll Free: (877) 491-5742  
Toll Free TDD: (877) 624-8090

You have the right to file a charge with the EEOC or ACRD if you believe you are being discriminated against, retaliated against or sexually harassed.

No Retaliation Clause. It is against the law for any action to be taken against you by any supervisory or management official of Collegeville for: (1) opposing sexual harassment or other discriminatory practices made unlawful by federal or state law; (2) filing a charge or assisting or participating in the filing of a charge of discrimination; or (3) assisting or participating in an investigation or proceeding brought under Title VII. Should any such retaliatory actions be taken against you, you should immediately contact the EEOC or the ACRD at the addresses or telephone numbers listed above.

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

## EXHIBIT D

1 In consideration for \$ XXXX paid to me by Collegeville, in connection with the  
2 resolution of the lawsuit styled EEOC v. Collegeville/Imagineering, a Delaware Limited  
3 Partnership, and Rubie's Costume Company, Inc., a New York corporation, Defendants,  
4 Case No. CV05-3033-PHX-DGC (D. AZ), I hereby waive any right I may have to recover  
5 for any claims arising under Title VII, and any state and local anti-discrimination law, that I  
6 had or could have had against Collegeville/ Imagineering Ent. and Rubie's Costume  
7 Company, Inc. prior to the date of this release.

8  
9 Date:

Signature: