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**U.S. District Court
DISTRICT OF ARIZONA (Phoenix Division)
CIVIL DOCKET FOR CASE #: 2:03-cv-01850-EHC**

EEOC v. Arizona Paper Box Co
Assigned to: Judge Earl H Carroll
Demand: \$0
Cause: 42:2000e Job Discrimination (Employment)

Date Filed: 09/23/2003
Jury Demand: Plaintiff
Nature of Suit: 442 Civil Rights: Jobs
Jurisdiction: U.S. Government Plaintiff

Plaintiff

**Equal Employment Opportunity
Commission**

represented by **C Emanuel Smith**
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V.

Defendant**Arizona Paper Box Company, Inc.**represented by **Jay A Zweig**

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LEAD ATTORNEY**ATTORNEY TO BE NOTICED**

Date Filed	#	Docket Text
09/23/2003	1	COMPLAINT FILED (LSP) (Entered: 09/24/2003)
10/03/2003	2	RETURN OF SERVICE EXECUTED by serving summons/complaint upon Tony Mora, Clerk (authorized to accept) for dft Arizona Paper Box Co on 9/29/03 (KMG) (Entered: 10/06/2003)
10/07/2003	3	AMENDED COMPLAINT by pla;; jury demand [1-1] ; (DMT) (Entered: 10/08/2003)
10/17/2003	4	ANSWER to First Amended Complaint [3-1] by dft Arizona Paper Box Co (KMG) (Entered: 10/21/2003)
11/10/2003	5	ORDER by Judge Earl H. Carroll ; prel scheduling conf set for 9:00 12/15/03 Counsel are directed to Rule 16 of the Federal Rules of Civil Procedure for the objectives of the conference. Parties are directed to meet at least 14 days before the conference, in accordance with Rule 26 (f), Fed.R.Civ.P. At this meeting parties shall develop a Proposed Discovery Plan. Counsel shall file with the Court, not less than seven days before this scheduling conference, a joint report reflecting the results of their meeting and outlining the discovery plan. (cc: all counsel) (KMG) (Entered: 11/10/2003)
12/08/2003	6	PROPOSED JOINT CASE MGT PLAN (LSP) (Entered: 12/09/2003)
12/10/2003	7	CORPORATE DISCLOSURE STATEMENT by dft Arizona Paper Box Co (KMG) (Entered: 12/12/2003)
12/15/2003	8	MINUTE ENTRY before Judge Earl H. Carroll . Crt Rptr: Candy Potter. APPEARANCES: David Lopez on behalf of plaintiff and Jay Zweig on behalf of defendant. Scheduling conference held. Order to issue setting forth case management deadlines and a trial date. [8-2] (BAH) (Entered: 12/15/2003)
12/17/2003	9	ORDER by Judge Earl H. Carroll Discovery ddl set for 5/14/04; Dispositive motions due 6/4/04; Joint Proposed Pretrial Order ddl set for 8/30/04 ; Pretrial conference set for 8:30 9/7/04; Jury trial set for 9:00

		9/14/04 (cc: all counsel) (KMG) (Entered: 12/17/2003)
12/19/2003	10	NOTICE of compliance of initial disclosure statement pursuant to FRCivP 26(a) by dft Arizona Paper Box Co (KMG) (Entered: 12/29/2003)
12/22/2003	11	NOTICE of compliance of initial disclosure statement pursuant to FRCivP 26(a) by pla EEOC (KMG) (Entered: 12/30/2003)
12/22/2003	12	NOTICE by dft Arizona Paper Box Co of Trial Conflict (KMG) (Entered: 12/30/2003)
03/01/2004	13	NOTICE of service of discovery by pla EEOC . (MAP) (Entered: 03/03/2004)
03/19/2004	14	NOTICE of compliance of first supplemental disclosure statement pursuant to FRCivP 26(a) by pla EEOC (KMG) (Entered: 03/22/2004)
04/16/2004	15	NOTICE of service of discovery by dft Arizona Paper Box Co serving; Objections and Responses to pla's First Request for Admissions. (KMG) (Entered: 04/21/2004)
04/19/2004	16	NOTICE of service of discovery by dft Arizona Paper Box Co .(LSP) Modified on 04/30/2004 (Entered: 04/22/2004)
04/26/2004	17	NOTICE of compliance of second supplemental disclosure statement pursuant to FRCivP 26(a) by pla EEOC (KMG) Modified on 04/30/2004 (Entered: 04/28/2004)
05/03/2004	18	NOTICE by pla EEOC OF TAKING DEPO OF Everardo Rodriguez on the following date(s): 5/06/04 @ 11:00am (FMP) (Entered: 05/07/2004)
05/03/2004	19	NOTICE by pla EEOC OF TAKING DEPO OF Jennifer Eshelman on the following date(s): 05/06/04 @ 9:00am (FMP) (Entered: 05/07/2004)
06/09/2004	20	JOINT MOTION for consent decree judgment by pla EEOC, dft Arizona Paper Box Co [20-1] (LSP) (Entered: 06/10/2004)
06/10/2004	21	CONSENT JUDGMENT by Judge Earl H. Carroll : granting motion for consent decree judgment by pla EEOC, dft Arizona Paper Box Co [20-1]. IT IS HEREBY ORDERED, ADJUDGED AND DECREED: (1) This Decree resolves all claims of the Commission against Dft, including back pay, compensatory and punitive damages, interest, injunctive relief, attorney's fees, and costs arising out of the issues in this lawsuit. INJUNCTION (2) Dft and its officers, agents, employees, successors, assigns, and all persons in active concert or participation with it, both at the time that this Decree becomes effective and for the duration of this Decree, are permanently enjoined from: (a) unlawfully discriminating any employee due to his or her religious beliefs; (b) terminating any employee due to his or her religious beliefs; and (c) retaliating against any employee because he or she: (i) opposes or opposed discriminatory practices made unlawful by Title VII; (ii) files or filed a charge of discrimination or assists, assisted, participates, or participated in the filing of a charge of discrimination; or (iii) assists, assisted, participates

or participated in an investigation or proceeding brought under the Federal or State laws prohibiting discrimination or retaliation.

MONETARY RELIEF (3) Dft agrees to resolve this matter with the Commission for \$48,000, to be distributed in installment payments as set forth by the Commission in Exhibit A. Dft will issue United States Internal Revenue Service Form 1099 to Messrs. Amaya, Covarrubias, and Hernandez, who constitute all of the class members for the compensatory damages for the tax years during which payments are made. (4) Dft shall pay the first installment of settlement amount to Messrs. Amaya, Covarrubias, and Hernandez by company check for which sufficient funds exist, no later than ten business days from the Court's entry of the Consent Decree. Subsequent installments shall be paid on or before the 13th day of each month for 12 months until the settlement amount is paid in full. The checks shall be made payable to Gerardo Amaya, Jose Covarrubias, and Javier Hernandez and mailed to the addresses provided by the Commission, in the amounts set forth in Exhibit A. Within 3 business days of the issuance of each installment check, Dft shall submit a copy of the checks to Mary Jo O'Neill, Regional Attorney, EEOC, 3300 N. Central Ave., Ste. 690, Phoenix, AZ 85012. (5) If dft is more than 10 days late in making any payment, it shall pay a penalty provision of 5.0% accruing monthly on the delinquent amount. This penalty amount shall be equally divided among the class members identified in Exhibit A, and shall be included with the payment of the delinquent principal. (6) If dft is non-compliance with the monetary provisions of this decree, the Commission, upon written notice to Arizona Paper Box and its counsel of a 20 day opportunity to pay any delinquent amounts, may declare all obligations secured hereby immediately due and payable. **OTHER RELIEF** (7) Dft shall expunge from the personnel files of Gerardo Amaya, Jose Covarrubias, and Javier Hernandez: (a) all references to the charges of discrimination filed against Dft that formed the basis of this action; (b) all references to participation by Messrs. Amaya, Covarrubias, and Hernandez in this action; (c) any derogatory document which relates to complaints or investigation of complaints of unlawful harassment and/or unlawful termination based on religion; and (d) any other documents relating to the termination of Messrs. Amaya, Covarrubias, and Hernandez. (8) Dft shall institute and carry out policies and practices that will continue to help assure a work environment free from unlawful religious discrimination and unlawful termination based on religion. To assist Dft in its continuing efforts to assure such a work environment, Dft shall take the action provided in paragraphs nine through fourteen of this Decree. **NOTICE** (9) Dft shall post for the duration of this Decree, in a prominent place frequented by its employees at its facilities, the Notice attached as Exhibit B. The Notice shall be posted in English and in Spanish. The Notice shall be the same type, style, and size as set forth in Exhibit B. **TRAINING** (10) Dft shall provide training on reasonable accommodation based on religion, according to the following terms: (A) Dft shall retain and pay a consultant/lecturer who shall provide training to its supervisory employees for a period of two years from the date of this Decree, on the issues of addressing reasonable accommodation based on religion.

During each of the two years, the consultant/lecturer shall conduct one live training seminar. All of Dft's supervisors, both managerial and non-managerial, shall attend the live seminar or videotaped showing of the live seminar each year. Executives and top management shall attend the live seminar, if possible. New supervisory empolyees shall view a videotape of the seminar or have their own live training within 30 days of commencing employment. Dft may have duplicative videotaped seminars to accommodate staffing needs. Dft shall be responsible for any additional costs to provide such duplicative seminars. The training shall be conducted in English. If necessary, however, Dft shall provide a qualified interpreter for any empolyee who is not fluent in English, to translate the training into the empolyee's first language. (B) Dft shall obtain the EEOC's preapproval of the consultant/lecturer selected by Dft to provide the training described above. At least 60 days prior to each propped training seminar, Dft shall submit the name(s), address(es), telephone number(s) and resume(s) of the propped consultant/lecturer(s), together with the dates of the proposed training seminar and an outline of the contents of the training, to the Regional Attorney of the Phoenix District Office of the EEOC, at the address provided in paragraph four above. The Commission shall have 30 days from the date of receipt of the information described above to accept or reject the proposed consultant/lecturer(s) and/or the contents of the seminar. The Commission shall not unreasonably withhold its approval on these matters. In the event the Commission does not approve the designated consultant/lecturer(s) and/or the contents of the training, the Commission shall provide its recommendations to Dft, which shall have an opportunity to incorporate these suggestions and resubmit its training proposal to the EEOC. If the EEOC still does not approve, then it shall designate the consultant/lecturer at a cost not to exceed \$2,000 per seminar, which shall be paid by Dft. (C) During the first year, 2004, the training seminars shall be conducted within 4 months of the entry of this Decree. During the second year, the training seminars shall be conducted between 11 and 13 months after the completion of the preceding seminar. (D) The training seminars shall be no less than one hour, plus a minimum of 15 to 30 minutes of questions and answers. All of Dft's supervisory employees shall sign in to register when they attend a training seminar. The registry of attendance shall be retained by Dft for the duration of this Decree. (E) The seminars shall include: (1) the subject of what constitutes reasonable accommodation based on religion; (2) that Title VII is violated by the failure to provide reasonable accommodation based on religion; adn (3) to whom and by what means employees may complain if they feel they have not been provided a reasonable accommodaton based on religion. The seminar shall also review and explain Dft's policies set out in paragraph eleven of this Decree. (f) During the live training seminars, Dft's President or Manager shall speak to the supervisory employees about the legal consequences faced by companies that fail to provide reasonable accommodation based on religion; the importance of maintaining an environment free of this unlawful conduct, and Dft's policies prohibiting unlawful conduct, as referred to in paragraph eight of this Decree. The President or Manager

shall explain that managers and supervisors will be evaluated, in part, on their enforcement of policies requiring reasonable accommodation based on religion, and their response to complaints of any alleged failure to follow this policy. (11) The Commission, with reasonable advance notice, may designate Commission representatives to attend and participate in the training seminars, and the representatives shall have the right to attend and fully participate in the seminars.

POLICIES/PROCEDURES (12) Within 60 days of the entry of this Decree, Dft shall develop written policies, or revise existing policies, concerning religious accommodation and discrimination to conform with the law, and shall submit the policy for review to the Regional Attorney of the Phoenix District Office of the EEOC at the address provided in paragraph four above. The written policies must include at a minimum: (a) A strong and clear commitment to prevent and correct religious harassment. (b) A clear and complete definition of harassment based on religion (c) A statement that discrimination based on religion is prohibited and will not be tolerated. (d) A clear and strong encouragement of persons who believe they have requested accommodation and have allegedly been subject to religious discrimination to come forward. (e) The identification of specific individuals, internal to Dft, with their telephone numbers, to whom employees can report the failure to provide a reasonable religious accommodation. At least one individual, should be able to coordinate responses and investigation of claims made by persons whose primary language is not English. (f) An assurance that Dft will investigate allegations of unlawful failure to provide religious accommodation promptly, fairly, reasonably and effectively, using appropriate investigators, and that appropriate corrective action will be taken by Dft to make victims whole and to eradicate the unlawful conduct. (g) A description of the consequences, up to and including termination, that will be imposed upon violators of the policy. (h) A promise of maximum feasible confidentiality for persons who believe that they have been subjected to unlawful harassment and/or unlawful termination based on religion. (i) An assurance of non-retaliation for persons who believe they have been subjected to unlawful harassment and/or unlawful termination based on religion, and for witnesses. This reasonable accommodation policy shall be distributed, in English and Spanish, to all of Dft's employees within 90 days of the entry of this Decree. These policies also shall be posted in English and in Spanish in prominent place at each job site frequented by the employees. **REPORTING BY DEFENDANT AND ACCESS BY EEOC** (13) Dft shall report in writing and in affidavit form to the the Regional Attorney of the Commission's Phoenix District Office, at the address provided in paragraph four above, beginning six months from the date of the entry of this Decree, and thereafter every year for the duration of the Decree, the following information: (a) A copy of the revised policies required in paragraph eleven of the Decree. (b) Any changes, modifications, revocations, or revisions to its policies and procedures which concern or affect the subjects of unlawful harassment and/or unlawful termination based on religion. (c) The name, address, position, social security number, and telephone number of any individual

		<p>who has brought allegations, whether formal or informal, of failure to provide reasonable accommodation based on religion, against Dft's personnel including, but not limited to, management officials and/or non-management employees, during the fist 6 months, and thereafter every year, preceding the report to the EEOC. The nature of the complaint, investigatory efforts made by Dft, and corrective action taken, if any, also shall be specified. (d) The registries of persons attending the training seminars required in paragraph nine of this Decree and a list of current personnel empolyed by Dft on the days of the seminar training sessions. (e) Confirmation that (1) the Notice required in paragraph eight of this Decree was posted in English and Spanish, and the locations where it was posted; (2) the policies required in paragraph eleven were distributed to each current and new employee of Dft, and posted; (3) the expungement from the presonnel files of Messrs, Amaya, Covarrubias, and Hernadez, required in paragraph six of this Decree, took place, the date of the expungement, and the specific documents expunged. (14) The Commission, upon reasonable notice and agreement, shall have the right to enter and inspect Dft's premises and work sites to ensure compliance with this Decree. COSTS AND DURATION (15) Each Party shall bear its costs and attorneys' fees incurred as a result of this action through the filing of this Decree. (16) The duration of this Decree shall be 24 months from its entry. This Court shall retain jurisdiction over this action for the duration of the Decree, during which the Commission may petition this Court for compliance with this Decree. Should the Court determine after notice and an opportunity for Dft to be heard that Dft has not complied with this Decree, the Court may order appropriate relief, including extension of this Decree for such period as may ben necessary to remedy its non-compliance, an award of attorneys' fees and costs, and fines for contempt of court. (17) Absent extension, this Decree shall expire by its own terms at the end of 24 months from the date of entry without further action by the Parties. (18) The Parties agree to entry of this Decree and judgment subject to final approval by the Court. (19) Dft requests that the Court take judicial notice of the fact that Dft is no longer subject to Tile VII jurisdiction because it has less than 15 employees. Dft acknowledges, however, that this fact will not affect its obligations under nor the enforceability of this Consent Decree. terminating case (cc: all counsel) (LSP) Modified on 06/14/2004 (Entered: 06/10/2004)</p>
12/06/2004	22	AFFIDAVIT of Jennifer Eshelman re 12/04 reporting by dft Arizona Paper Box Co (KCS) (Entered: 12/07/2004)

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