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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Equal Employment Opportunity
Commission,

 Plaintiff,

v.

Connecticut General Life Insurance
Company,

 Defendant.

Case No. CV 04-0627 PHX-JAT

**JUDGMENT AND CONSENT
DECREE**

The United States Equal Employment Opportunity Commission (“EEOC” or “Commission”) filed this action against Defendant, Connecticut General Life Insurance Company (“CGLIC”), to enforce Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000 *et seq.* (“Title VII”) and the Civil Rights Act of 1991, 42 U.S.C. § 1981a, and alleging pregnancy discrimination. The Commission’s Complaint alleges that Defendants discriminated against Carmen Santa Cruz because of her sex when they withdrew their job offer to Ms. Santa Cruz upon learning she was pregnant. In response to the Complaint filed by the EEOC, CGLIC filed an Answer to the Complaint, in which it denied liability.

As a result of settlement negotiations, the Commission and CGLIC agree that this action should be finally resolved by entry of this Consent Decree. The Commission and

1 CGLIC entered into this Consent Decree as a way of resolving all outstanding differences
2 that may have existed in this case. This Consent Decree fully and finally resolves any and
3 all claims arising out of the Complaint filed by the Commission. This Decree and
4 compliance with this Decree shall not be construed as an admission by CGLIC of any
5 liability whatsoever, or as an admission by CGLIC of any violation of rights of Santa Cruz
6 or of any other person in violation of any order and/or law regarding Santa Cruz or any
7 person, or violation of any order, law, statute, or breach of any contract or any
8 discrimination whatsoever against Santa Cruz or any other person. The parties waive their
9 right to a jury trial and the entry of Findings of Fact and Conclusions of Law.
10
11

12 It is **ORDERED, ADJUDGED, AND DECREED:**

- 13 1. The Court has jurisdiction over the subject matter of this action and of the parties
14 hereto.
- 15 2. This Consent Decree resolves all claims asserted by the Commission on behalf of
16 Carmen Santa Cruz against CGLIC in this lawsuit, including without limitation
17 back pay, compensatory and punitive damages, injunctive relief, costs, and
18 attorneys' fees.
- 19 3. This Consent Decree conforms with the Federal Rules of Civil Procedure and Title
20 VII and is not in derogation of the rights and privileges of any person. The entry of
21 this Consent Decree will further the objectives of Title VII and will be in the best
22 interests of the Commission, CGLIC, and the public.
- 23 4. This Consent Decree, and any provision herein regarding CGLIC, applies to
24 CGLIC and to its officers, agents, employees, successors, and assigns.
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1 **INJUNCTIVE RELIEF**

- 2 5. CGLIC is enjoined for the duration of this Consent Decree from discriminating
3 against an applicant or employee based on sex, including pregnancy.
4
5 6. CGLIC is enjoined for the duration of this Consent Decree from retaliating against
6 any employee because he or she (i) opposed discriminatory practices made
7 unlawful by Title VII; (ii) filed a charge of discrimination, or assisted or
8 participated in filing a charge; or (iii) testified, assisted, or participated in an
9 investigation, proceeding, or hearing brought under Title VII.
10

11 **MONETARY RELIEF**

- 12 7. Without admitting liability, CGLIC shall pay the gross amount of \$50,000.00 to
13 Carmen Santa Cruz in compensatory damages. CGLIC will provide Internal
14 Revenue Form 1099 to Ms. Santa Cruz on or before January 31, 2007, for this
15 payment.
16
17 8. CGLIC shall pay the settlement amount to Ms. Santa Cruz by check, cashier's
18 check, or money order no later than fifteen (15) days from entry of this Consent
19 Decree. CGLIC shall mail a copy of the check to:
20

21 Mary Jo O'Neill
22 Regional Attorney
23 Equal Employment Opportunity Commission
24 Phoenix District Office
25 3300 North Central Avenue, Suite 690
26 Phoenix, Arizona 85012

- 27 9. CGLIC shall not condition the receipt of this individual relief on Ms. Santa Cruz's
28 agreement to (a) waive her statutory right to file a charge with any federal or state
anti-discrimination agency, or (b) waive her right to apply for a position with

1 CGLIC or any other CIGNA entity.

2 **LETTER OF REGRET**

- 3
4 10. Within fourteen (14) days of the entry of the Consent Decree, CGLIC's highest
5 official at the Phoenix Service Center shall prepare a letter of regret to Ms. Santa
6 Cruz, as attached as Exhibit A.

7 **NOTICE**

- 8
9 11. CGLIC will post, for the duration of this Consent Decree, in a prominent place
10 frequented by its employees at the Phoenix Service Center, the notice attached as
11 Exhibit B in the same type, style, and size as Attachment B.

12 **CORRECTIVE POLICIES AND PRACTICES**

- 13
14 12. Within thirty (30) days of the entry of this Consent Decree, CGLIC will review
15 and, if necessary, revise its written policies and procedures concerning sex
16 discrimination and retaliation to conform with the law, and shall submit any
17 changes to said policies and procedures for review to the Regional Attorney of the
18 EEOC's Phoenix District Office, at the address set forth above.

- 19
20 13. The written policies and procedures must include at a minimum:

- 21 a. A strong and clear commitment to a workplace free of sex discrimination,
22 including pregnancy;
23
24 b. A clear and strong encouragement of persons who believe they have been
25 discriminated against to come forward;
26
27 c. A description of the consequences, up to and including termination, that will
28 be imposed upon violators of the policy;

- 1 d. A promise of maximum feasible confidentiality for persons who believe that
2 they have been discriminated against in violation of the policy;
3
4 e. An assurance of non-retaliation for persons who believe they have been
5 discriminated against and for witnesses; and
6
7 f. An explanation that sex discrimination, including pregnancy discrimination
8 by all persons, including managers, supervisors, and third party contractors,
9 is prohibited and will not be tolerated.

10 TRAINING

- 11 14. Within six (6) months of the entry of this Consent Decree, and on an annual basis
12 for the duration of the Decree, CGLIC shall provide live, in person training on Title
13 VII for all employees, managerial and non-managerial, at the Phoenix Service
14 Center, and all other individuals involved in the recruitment and hiring of
15 individuals to work at the Phoenix Service Center. Each annual training shall take
16 place between ten (10) and fourteen (14) months after the completion of the prior
17 year's training.
18
19 15. The annual training shall be two (2) hours in length. The training shall include the
20 following topics:
21
22 a. An overview of Title VII generally and of CGLIC's obligations under Title
23 VII with respect to both sex discrimination generally and pregnancy;
24
25 b. An overview of CGLIC's obligations under Title VII with respect to
26 retaliation; and
27
28 c. CGLIC's policies and procedures regarding sex discrimination, including

1 pregnancy and retaliation.

2 16. CGLIC shall provide a trainer(s) who is knowledgeable about all of the
3 subjects of the training, to conduct the training. CGLIC shall submit the
4 names(s), address(es), telephone number(s), and resume(s) of the trainer(s),
5 together with training dates and a copy of the training materials, to the
6 Regional Attorney of the EEOC's Phoenix District Office at the address
7 above, within ninety (90) days of the entry of this Consent Decree. The
8 training shall include some interactive component.

9
10
11 17. In order to give all specified employees the opportunity to take the training, training
12 may be held on multiple dates. A signed registry of attendance shall be kept and
13 retained by CGLIC for the duration of this Consent Decree.

14
15 **RECORD KEEPING AND REPORTING**

16 18. CGLIC shall maintain all records concerning its implementation of this Consent
17 Decree for the entire term of the Consent Decree.

18 19. CGLIC shall report to the Commission in writing, within six months from the entry
19 of this Consent Decree and annually thereafter, regarding its compliance with the
20 specific terms of the Consent Decree, by sending the report to the Regional
21 Attorney of the EEOC's Phoenix District Office at the address above. In addition
22 to the reporting requirements set forth above, the report shall include the following
23 information:
24

- 25 a. Copies of any revisions to CGLIC's policies and procedures regarding sex
26 discrimination and retaliation;
27
28

- 1 b. Copies of signed registries that employees at the Phoenix Service Center
2 have completed training; and
3
4 c. Confirmation that (1) the Notice was posted, with a description of the
5 location where it was posted; and (2) the training was held.
- 6 20. CGLIC shall bear its own costs in conjunction with the maintenance of records and
7 preparation of reports required by this Consent Decree.

8 **PROCEDURES AND REMEDIES FOR NON-COMPLIANCE**

- 9
- 10 21. The Court shall retain jurisdiction over this action for the duration of the Consent
11 Decree. During this time, the Commission may petition this Court to order CGLIC
12 to comply with the Consent Decree.
- 13
- 14 22. In the event that the Commission believes that CGLIC has failed to comply with
15 any provision(s) of this Consent Decree, it shall:
- 16 a. Notify CGLIC in writing of the non-compliance by fax and by United States
17 Mail to Mark Ogden, Littler Mendelson, 2425 East Camelback Road, Suite
18 900, Phoenix, Arizona 85016 and the corporate officer who signs this
19 Consent Decree on CGLIC's behalf, or to his successor, and
20
- 21 b. Afford CGLIC ten (10) days after service of the notice to remedy the non-
22 compliance.
- 23
- 24 23. If CGLIC has not remedied the alleged non-compliance in ten (10) days after
25 service of notice, a penalty shall accrue at the amount of \$100.00 per day until
26 CGLIC is in compliance with the Consent Decree again, if this Court finds that
27 CGLIC was not in compliance with the Consent Decree and that CGLIC failed to
28

1 remedy the alleged non-compliance within ten (10) days of receiving notice of the
2 alleged non-compliance.

3
4 24. In the event the Court finds that CGLIC has violated this Consent Decree, the Court
5 may order reasonable relief to remedy the non-compliance, including attorney's
6 fees, daily penalties, appropriate injunctive relief, and extension of this Consent
7 Decree for such period as may be necessary to remedy its non-compliance.

8
9 **FORCE AND EFFECT**

10 25. The parties agree to the entry of this Consent Decree subject to final approval by the
11 Court.

12 26. If any provision(s) of this Consent Decree are found to be unlawful, only the
13 specific provision(s) in question shall be affected and the other provisions shall
14 remain in full force and effect.

15
16 27. This Court shall retain jurisdiction of this action for a period of two (2) years after
17 entry of the Consent Decree. Absent further extension by the Court, the Consent
18 Decree shall expire at the end of two (2) years without further action by the parties.

19
20 28. The Joint Motion for Entry of Consent Decree (Doc. # 141) is granted.

21 Dated this 27th day of October, 2006.

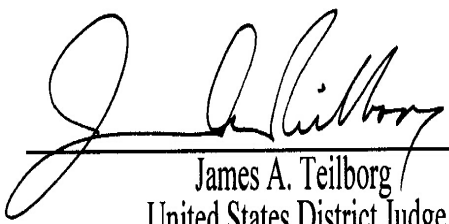
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25 _____
26 James A. Teilborg
27 United States District Judge
28

Exhibit A

[CIGNA Letterhead]

[Date]

Carmen Santa Cruz
[Address]

Dear Ms. Santa Cruz:

As you are aware, the Equal Employment Opportunity Commission (EEOC) filed a lawsuit against Connecticut General Life Insurance Company, alleging that the Company discriminated against you based on your gender, by withdrawing a job offer upon learning of your pregnancy. Following discovery and before a trial, the parties successfully negotiated a settlement.

We regret that you perceive the events to be the result of discrimination because of your gender and your pregnancy. Please accept my commitment that the CGLIC Phoenix Service Center will take the necessary steps to ensure that applicants and employees will continue to work in an atmosphere free of discrimination.

Sincerely,

[Name]
[Title]

Exhibit B

NOTICE TO ALL EMPLOYEES AT THE CIGNA PHOENIX SERVICE CENTER

This Notice is posted pursuant to a Consent Decree entered into between Connecticut General Life Insurance Company and the Equal Employment Opportunity Commission (EEOC).

It is unlawful under federal law, Title VII of the Civil Rights Act of 1964, and state law to discriminate against an employee on the basis of sex, including on the basis of pregnancy, in the recruitment, hiring, promotion, firing, compensation, assignment, or other terms, and conditions or privileges of employment.

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).

Connecticut General Life Insurance Company shall not discriminate against any employee on the basis of sex, including pregnancy, and shall not retaliate against any employee for complaining about sex discrimination.

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

- | | | |
|--|----|---------------------------|
| (1) EEOC | or | (2) ACRD |
| 3300 N. Central Ave., Suite 690 | | Attorney General's Office |
| Phoenix, Arizona 85012 | | 1275 W. Washington |
| Telephone: (602) 640-5000 | | Phoenix, Arizona, 85007 |
| TTY: (602) 640-5072 | | (602) 255-5263. |
| Website (national): www.eeoc.gov | | |

You also have the right to file a charge with the EEOC or ACRD if you believe you have been discriminated against, or retaliated against.