


IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

FILED BY  D.C.
TAKE

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SEVEN FLOOR - MIAMI

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
FRANCISCO BALDOR SCHOOL,)
)
Defendant.)
_____)

CIVIL ACTION NO.

98-1405-CIV-UNGARO-BENAGES

CONSENT DECREE

1. This Consent Decree (the "Decree") is made and entered into by and between Plaintiff, the Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC"), Defendant Francisco Baldor School (hereinafter referred to as "Baldor"). The Commission and Baldor are collectively referred to herein as "the Parties."

2. On June 22, 1998, EEOC initiated this action by filing its Complaint against Baldor. EEOC's Complaint alleged that Baldor violated Title VII of the Civil Rights Act of 1964, as amended, including but not limited to, amendments authorized by the Civil Rights Act of 1991, 42 U.S.C. Section 2000e et seq. ("Title VII"). In part, the Commission's Complaint alleged that Mercedes Alvarez was terminated and/or not hired for a teaching position with the Defendant because she was pregnant.

3. In the interests of resolving this matter and as a result of having engaged in comprehensive settlement negotiations, the



Parties have agreed that this action should be finally resolved by the entry of this Decree. This Decree is final and binding upon the Parties, their successors and assigns.

4. The Parties agree that this Decree resolves all claims arising out of EEOC Charge Number 150-96-0354, and the Complaint filed in this action, and constitutes a complete resolution of all claims under Title VII that were made by the Commission in this action. The Parties further agree that this Decree does not resolve any Charges of Discrimination that may be pending with the EEOC other than the Charges referred to in this paragraph.

5. This Decree constitutes the complete agreement between the EEOC and Baldor with respect to the matters referred to herein. No representations or inducements to compromise this action have been made, other than those recited or referenced in this Decree. No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing, approved by all parties to this Decree and approved by the Court or ordered by the Court.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings filed by the parties, it is **ORDERED, ADJUDGED AND DECREED THAT:**

6. This Court has jurisdiction of the subject matter of this action and over the parties for the purposes of entering and enforcing this Decree.

GENERAL INJUNCTIVE PROVISIONS

7. Defendant Baldor, its officers, managers, employees,

agents and partners, are enjoined from engaging in conduct which violates Title VII of the Civil Rights Act of 1964, as amended, by adversely affecting the terms and conditions of any individual's employment or by discharging an employee or failing to hire an applicant for employment because that person may be pregnant.

8. Defendant Baldor, its officers, managers, employees, agents and partners, are enjoined from discriminating against any employee who opposes any of Defendant's practices which the employee believes to be a violation of the Title VII; who files a charge of discrimination with the EEOC alleging violation(s) of such statute; who cooperates with the EEOC in an investigation, proceeding and/or prosecution of any charge of discrimination; or who cooperated in the investigation or prosecution of this case.

9. Defendant Baldor states that it does not currently operate any school facility, but agrees that should it or any of its current officers purchase, lease or operate a school at any time during the life of this Decree, they shall immediately notify in writing Eve G. Lowe, Supervisory Trial Attorney, EEOC Regional Attorney, U.S. Equal Employment Opportunity Commission, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131. At such time, Defendant Baldor and/or its current officers shall provide the name, address and phone number of all school employees and provide the EEOC with copies of their employment policies that relate to employment discrimination.

MONETARY RELIEF

10. Defendant Baldor shall pay Mercedes Alvarez \$3,650.00 in

back pay, less amounts required to be withheld for federal, state and local income taxes. Baldor shall be responsible for the payment of the employer's share of any federal, state or local taxes due without deduction from these stated damages. Defendant Baldor agrees to simultaneously provide the Miami District Office of the EEOC with a copy of the check and W-2. Said copies shall be forwarded to the attention of Eve G. Lowe, Supervisory Trial Attorney, U.S. Equal Employment Opportunity Commission, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131.

11. If the Defendant Baldor fails to tender the above-mentioned payments, it shall pay interest on the defaulted payment at the rate calculated pursuant to 26 U.S.C. Section 6621(b) until the same is paid, and bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

DISPUTE RESOLUTION

12. In the event that any of the Parties to this Decree believes that a party has failed to comply with any provisions(s) of this Decree, the complaining party shall notify the alleged non-complying party in writing of such non-compliance and afford the alleged non-complaining party ten (10) business days to remedy the non-compliance or satisfy the complaining party that it has complied. If the dispute is not resolved within ten (10) business days the complaining party may apply to the Court for appropriate relief.

ENFORCEMENT OF DECREE

13. The Commission and Baldor will make best efforts to effectuate the terms of this Decree.

14. The Commission shall have independent authority to seek the judicial enforcement of any aspect, term or provision of this Decree.

COSTS

15. Each Party shall bear its own costs and attorneys' fees associated with this litigation.

DURATION OF CONSENT DECREE

16. The duration of this Decree shall be three (3) years from the date of entry of the Decree.

17. This case will be dismissed with prejudice. However, the Court will retain jurisdiction to enforce this Consent Decree during the three years that said Decree is in effect.

SO ORDERED, ADJUDGED AND DECREED, this _____ day of _____, 1998.

United States District Judge

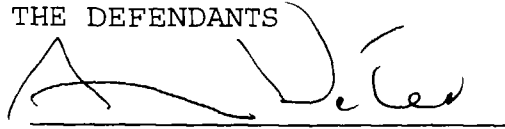
AGREED TO:
FOR THE PLAINTIFF,
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

by: Delner Franklin-Thomas ^{ESL for} Date: 8-25-99
Delner Franklin-Thomas
Regional Attorney

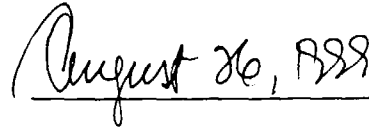
U.S. Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower, Suite 2700
2 South Biscayne Boulevard
Miami, Florida 33131

AGREED TO:
FOR THE DEFENDANTS

by:



Date:



Arnaldo Velez

Law Office of Arnaldo Velez, P.A.

Attorney for Defendant Francisco Baldor School *fine*

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