

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
TAMPA DIVISION

UNITED STATES EQUAL EMPLOYMENT)
OPPORTUNITY COMMISSION,)
)
Plaintiff,)
)
v.)
HOSPITAL HOUSEKEEPING SYSTEMS, LTD.)
)
Defendant.)
_____)

CIVIL ACTION NO.:
8:05-CV-1231-T-27-TBM

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"), and Defendant Hospital Housekeeping Systems, Ltd. (hereinafter referred to as the "Company" or "Defendant"). The Commission and Defendant are collectively referred to herein as "the Parties."

2. On June 30, 2005, EEOC initiated this action against Hospital Housekeeping Systems, Ltd. under Title VII of the Civil Rights Act of 1964, and Title I of the Civil Rights Act of 1991, to correct unlawful employment practices on the basis of national origin, and to provide appropriate relief to Gilma Castillo, and other similarly situated individuals who were adversely affected by such practices. EEOC alleges that Defendant violated Title VII by implementing an English proficiency requirement in its workplace and terminating Ms. Castillo and others because of their lack of English proficiency. Defendant denies all allegations of discriminatory practices

raised by EEOC in its Complaint.

3. In the interest of resolving this matter, to avoid the cost of litigation, 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 on the Parties, their successors and assigns.

4. The Parties agree that this Decree resolves all claims alleged against the Defendant in EEOC Charge Number 150-2004-00590 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.

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

JURISDICTION

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.

7. No party shall contest jurisdiction of this federal court to enforce this Decree and its terms or the right of the EEOC to seek enforcement in the event Defendant breaches any of the terms of this Decree.

GENERAL PROVISIONS

8. Defendant, its officers, and employees, are hereby 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 because of their national origin. Defendant agrees not to impose English fluency as a condition of employment unless fluency in English is

required for the effective performance of the position.

9. Defendant, its officers, and employees, are hereby enjoined from discriminating against any employee who opposes any of Defendant's practices which the employee believes to be unlawful employment discrimination, who files a charge of discrimination with the EEOC alleging violation(s) of such statute; who cooperates with the EEOC in the investigation and/or prosecution of any charge of discrimination; or who cooperated in the investigation or prosecution of this case.

DISCRIMINATION POLICY AND TRAINING

10. Defendant has established a written policy against discrimination which is attached as Exhibit A. Defendant agrees that all of its employees and managers will be provided a complete copy of its policy against discrimination in English and Spanish within thirty (30) days of the entry of this Decree. Defendant also agrees that all new employees shall be given a copy of its policy against discrimination within their first week of employment with the Defendant.

11. In order to further ensure the effective implementation of Defendant's anti-discrimination policy, Defendant will conduct a two (2) hour annual training for all of its job site Directors regarding Title VII with specific emphasis on the prohibition of discrimination on the basis of national origin, the potentially discriminatory nature and impact of English fluency requirement policies, and employees' rights to equal employment opportunities under Title VII. Defendant agrees to provide the EEOC, at least two weeks notice before it conducts its training session(s), with the date(s) and location(s) of the training, the identification of the training materials to be used at the training session, and a general description of the category of employees who will be in attendance at the training. The training will be conducted by Jeffrey S. Totten or another designated company representative. Additionally, Defendant agrees that the EEOC shall, at the EEOC's discretion, be

in attendance at each training session(s), with reasonable advance notice to Defendant.

12 Defendant agrees that the training described in paragraph 11 shall take place annually in December of each year. The first training pursuant to this Consent Decree will take place by December 30, 2006. Defendant further agrees that the discrimination policy and training materials utilized for the training described in paragraph 11 shall be presented to and explained to all existing job site Directors and Assistant Directors who did not attend the annual training; and to all new job site Directors and Assistant Directors within thirty (30) days of being placed in that position, for the duration of this Decree.

POSTING

13. Defendant will post a laminated 11 x 14 copy of the Notice, attached as Exhibit B, no later than August 31, 2006. Said notice shall be posted at Defendant's office in Doctors Hospital of Sarasota for the duration of this Decree in a conspicuous location accessible to all employees such as an employee bulletin board and/or break/lunch room.

MONITORING

14. Defendant will retain at its corporate office in Austin, Texas all employment and/or investigative records relating in any way to any complaint or allegation of national origin discrimination at Defendant's Florida locations for the duration of this Decree and as required under federal law.

15. Defendant will certify to the EEOC semi-annually throughout the duration of this Decree that it is in compliance with all aspects of this Decree. The first such certification will be due no later than thirty(30) days from the first training provided pursuant to paragraph 11. With each certification Defendant will further provide the EEOC with the name, address, and phone number

of any person who alleges they have been discriminated against on the basis of their national origin while working for Defendant during the preceding six month period. Defendant will also state the actions taken in response to each such allegation and provide any and all documentation associated with such complaint. The certifications required to be submitted to the EEOC pursuant to this Consent Decree shall be mailed with the notation HOSPITAL HOUSEKEEPING SYSTEMS, LTD. to: United States Equal Employment Opportunity Commission, Attention: Office of the Regional Attorney, 1 Biscayne Tower, Suite 2700, 2 South Biscayne Boulevard, Miami, FL 33131.

MONETARY RELIEF

16. Defendant agrees to pay a total amount of \$10,000.00 (Ten thousand dollars) to resolve this litigation. The payment referenced herein shall issue within fifteen (15) calendar days from the Court's execution of this Decree. The monies shall be distributed as set forth below in Exhibit C attached hereto.

17. If Defendant fails to tender the above-mentioned payment as set forth in paragraph 16 above, then Defendant 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.

ENFORCEMENT OF DECREE

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

COSTS

19. Each Party shall bear its own costs associated with this litigation.

DURATION OF CONSENT DECREE

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

21. The Court will take whatever measures necessary to effectuate the terms of this Decree.

SO ORDERED, ADJUDGED AND DECREED, this 29th day of July, 2006.



JAMES D. WHITTEMORE
UNITED STATES DISTRICT JUDGE

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

By: s/Delner Franklin-Thomas Date: June 26, 2006
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
Telephone: (305) 808-1785
Facsimile: (305) 808-1835

AGREED TO:
FOR THE DEFENDANT,
HOSPITAL HOUSEKEEPING SYSTEMS, LTD.

By: Jeff Totten Date: June 26, 2006
Jeffrey Totten
President, Management, Resource, Development & Loss Control

AGREED TO:
FOR THE DEFENDANT,
HOSPITAL HOUSEKEEPING SYSTEMS, LTD.

By: s/ David Moffet Date: June 26, 2006
David Moffet, Esq.
Rissman, Weisberg, Barrett, Hurt, Donahue & McLain, P.A.
201 E. Pine St., Suite 1500
P.O. Box 4940
Orlando, FL 32802-4940
Telephone: (407) 839-0120
Facsimile: (407) 841-9726

EXHIBIT A

(Hospital Housekeeping's Anti-Discrimination Policy)



Effective Date 3/2002	Subject NON-DISCRIMINATION AND SEXUAL HARASSMENT POLICY	
Revision Date 3/2002	Department LABOR POLICY & PROCEDURES	Policy Number 211 - MANUAL
Authorized Signature		Page 1 of 1

POLICY

It is, and shall continue to be, the policy of HHS that all employees and their work environment should be free from all forms of unlawful harassment and intimidation. HHS **does not and will not** permit employees to engage in unlawful discriminatory practices, sexual harassment, or harassment based on race, color, religion, sex (gender), national origin, age, disability or status as a veteran. Unlawful harassment by any employee or supervisor is strictly prohibited.

Harassment is verbal or physical conduct that denigrates or shows hostility toward an individual because of their race, color, religion, sex (gender), national origin, age, disability or status as a veteran and that creates an intimidating, hostile or offensive working environment. Harassment may include, but is not necessarily limited to, epithets, slurs, jokes, or other verbal or physical conduct relating to an individual's race, color, religion, sex (gender), national origin, age, disability, or status as a veteran.

Sexual harassment consists of unwelcome sexual advances, request for sexual favors and other verbal or physical conduct of a sexual nature that creates an offensive or hostile work atmosphere.

Any employee who believes that they are being sexually harassed, or harassed on the basis of race, color, religion, sex (gender), national origin, age, disability or status as a veteran should immediately report their concerns to the next level of supervision, the Vice President, or to the Human Resources Department of HHS. The complaint will be promptly investigated and if it is determined that harassment has occurred, HHS will take the appropriate disciplinary action, up to and including termination of the offending employee. No employee will be retaliated against for filing a complaint. All complaints will be handled in confidence.

EXHIBIT B

**NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
AND HOSPITAL HOUSEKEEPING SYSTEMS, LTD.**

This Notice is being posted pursuant to a Consent Decree entered by the Court in EEOC v. Hospital Housekeeping Systems, Ltd. Civil Action No. 8:05-CV-01231-JDW-TBM. Hospital Housekeeping Systems, Ltd. has agreed that it will not discriminate against employees on the basis of their national origin in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Title VII protects individuals from employment discrimination because of their race, religion, color, national origin, or sex. Hospital Housekeeping Systems, Ltd. will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws.

Furthermore, Hospital Housekeeping Systems, Ltd. assures its employees that it supports Title VII and will not take any action against an individual because he/she has exercised his/her rights under the law to oppose discriminatory acts or to file charges with the EEOC.

Appropriate corrective action, up to and including termination, shall be taken against any employee (including management personnel) found to violate the policies regarding discrimination, based upon the circumstances involved.

This notice shall remain posted for three (3) years from the date signed. Employees or applicants for employment who have questions about their rights under Title VII or any other federal anti-discrimination law may telephone the Miami District Office of the Equal Employment Opportunity Commission at 1-800-669-4000.

Signed this _____ day of _____, 2006.

Jeffrey S. Totten
Hospital Housekeeping Systems, Inc.

DO NOT REMOVE BEFORE July, 2009.

EXHIBIT C

In order to resolve EEOC v. Hospital Housekeeping Systems, Ltd. Civil Action No. 8:05-CV-01231-JDW-TBM, Hospital Housekeeping Systems, Ltd. shall pay the total amount of \$10,000.00 to be distributed as follows:

1. Defendant will pay Gilma Castillo \$ 10,000.00 which shall be representative of compensatory damages. The Defendant shall issue a form 1099 to Ms. Castillo substantiating same.
2. Defendant shall issue the checks in Ms. Castillo's name and mail to her, certified return receipt requested, to Gilma Castillo, 146 Camelia Street, Nokomis, FL 34275.
3. The payments referenced herein shall issue within fifteen (15) calendar days from the Court's entry of this Decree. Copies of the payment checks shall be forwarded to the attention of Carla J. Von Greiff, Senior Trial Attorney, U.S. Equal Employment Opportunity Commission, 501 East Polk Street, Suite 1000, Tampa, FL 33602.