

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF IOWA
EASTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
Plaintiff,)	
)	Civil Action No. CV06-2049-LRR
v.)	
)	
CITY & NATIONAL EMPLOYMENT)	
)	
Defendant.)	
)	
)	

CONSENT DECREE AND ORDER

1. This Consent Decree (the "Decree") is made and entered into by and between Plaintiff, United States Equal Employment Opportunity Commission (hereinafter "EEOC") and Defendant, City & National Employment ("City")(EEOC and City are collectively referred to herein as "the Parties").

2. In June, 2006, EEOC initiated this action by filing its Complaint against City alleging City violated Title VII of the Civil Rights Act of 1964, as amended, ("Title VII"), when it allegedly discriminated against Lauren Steffen because of her sex.

3. Neither party admits or denies the claims or defenses of the other, and City waives filing an Answer.

4. In the interest 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 entry of this Decree. This Decree shall not constitute an adjudication and/or

finding on the merits of the case.

5. This Decree constitutes the complete agreement between EEOC and City with respect to the matters referred to herein. 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, record and stipulations of the Parties, it is **ORDERED, ADJUDGED, AND DECREED THAT:**

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

7. The terms of this Decree are adequate, fair, reasonable, equitable and just.

8. This Decree conforms with the Federal Rules of Civil Procedure and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII, and will be in the best interests of the Parties, those for whom EEOC seeks relief, and the public.

9. This Decree resolves all claims arising out of the Charge of Discrimination filed by Lauren Steffen against City, Charge No. 260-2005-04955, and constitutes a complete resolution of all claims under Title VII that EEOC made or could have made in this action.

SCOPE OF CONSENT DECREE

10. The duration of this Decree shall be two (2) years from the date of entry of the Decree. During that time, this Court shall retain jurisdiction over this matter and the Parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be

required to effectuate its purposes.

GENERAL INJUNCTIVE PROVISION

11. **Sex discrimination:** City and its officers, agents, management (including supervisory employees), successors and assigns are hereby enjoined from: (i) discriminating against employees or applicants, whether working in or applying for any temporary or permanent position¹, on the basis of their sex; and/or (ii) engaging in or being a party to any action, policy or practice that is intended to or is known to them to have the effect of discriminating against an employee or applicant, whether working in or applying for any temporary or permanent position, based on sex. In the event one of City's clients requests sex specific criteria for placement of a worker (such as referring only male workers for the available position), City shall not honor such a request and will advise the client of City's policy against sex discrimination, and shall provide the client with City's written sex discrimination policy developed pursuant to paragraph twelve (12) herein, and a copy of Exhibit A attached hereto.

TRAINING & POLICIES

12. Within ninety (90) days of entry of this Decree, City shall develop and implement internal written policies and procedures that, at a minimum: (i) provide a definition of sex discrimination, including examples to supplement the definition; (ii) discusses City's prohibition against sex discrimination in hiring and placement criteria, including the duty not to set or agree to discriminatory hiring criteria when placing temporary employees with clients, and the process an employee should follow if he or she suspects a client is requesting that City engage in

As used throughout this Decree, the term "temporary employee" means an individual City hires to place with clients, and the term "permanent employee" means a member of the staff City employs to run its day-to-day operations.

discriminatory hiring or placement criteria; (iii) provide that complaints of sex discrimination will be accepted by City in writing and orally, including the name and contact person to whom such complaints should be made; and (iv) provide for discipline if the employee engages in sex discrimination. The inclusion of paragraph twelve (12) in the Decree does not mean that EEOC or the Court approves of the policy against sex discrimination that City will develop and implement.

13. City agrees that it shall provide mandatory annual training regarding sex discrimination to all of the permanent employees on its staff once per calendar year until the expiration of this Decree. City, with the approval of EEOC's Milwaukee Area Office, will choose one or more outside trainers to complete the training. The annual training shall include training in regard to: Title VII, including, but not limited to, sex discrimination; complaint procedures for reporting sex discrimination; techniques for investigating and stopping sex discrimination; City's duty not to discriminate based on sex, including the duty not to set or agree to discriminatory hiring criteria when placing temporary employees with clients; and City's sex discrimination policy as referenced in paragraph twelve (12) above. City must, within 60 days of completion of the annual training, provide EEOC's Milwaukee Area Office with a list of those trained and the date and description of the training provided. The training for 2006 was partially completed on May 24, 2006, and the remainder of the 2006 training, which must include training regarding internal complaint procedures for reporting sex discrimination, techniques for investigating sex discrimination and City's sex discrimination policy as referenced in paragraph twelve (12) above, shall be completed within ninety (90) days of entry of this Decree.

DISSEMINATION OF POLICY STATEMENT

14. Within 30 days of execution of this Consent Decree, City agrees to adopt and disseminate a Policy to all its temporary and permanent employees affirming its obligation to comply with Title VII, and affirming that it is the responsibility of these employees to comply with Title VII. The Policy shall specifically include information concerning the duty of City not to discriminate based on sex in the hiring process and the placement process, and the complaint procedure an employee may follow if he or she has a complaint about sex discrimination, including the name, work location and telephone number of at least one permanent employee charged with investigating such issues. Attached to the Policy should be a copy of City's internal policies and procedures regarding sex discrimination as referenced in paragraph twelve (12) above. Once each year for the duration of this Decree, City shall re-issue the Policy to all of its existing temporary and permanent employees. All new temporary and permanent employees shall receive a copy of the Policy and City's internal written policies and procedures regarding sex discrimination during employee orientation.

Furthermore, within ten (10) business days of distributing the Policy, City shall forward a copy of the Policy to EEOC and shall certify in writing that it distributed the Policy to all of its temporary and permanent employees. The inclusion of paragraph fourteen (14) in the Decree does not mean that EEOC or the Court approved of City's policy against sex discrimination.

POSTING.

15. City shall place a public notice, in a conspicuous place, for a period of two (2) years from the date of entry of this Consent Decree and Order. The notice shall be in the form attached hereto as Exhibit A and captioned "Official Notice To All Employees of City &

National Employment”

RIGHT OF ENTRY FOR INSPECTION

16. EEOC shall have the right to enter upon City’s premises and inspect any relevant documents or records for the purpose of determining City’s compliance with this Consent Decree and Order.

MONETARY RELIEF

17. City agrees, within fifteen (15) days of signature of this Consent Decree and Order by the Court, to pay Lauren A. Steffen a total of \$8,500.00, of which \$2,013.20 represents backpay, and \$6,486.80 represents compensatory damages under the Civil Rights Act of 1991, 42 U.S.C. § 1981a. City shall mail Ms. Steffen’s payment to the address provided to City by EEOC, simultaneously mailing a copy of the check to counsel for EEOC.

COSTS AND NOTICES

18. City agrees to pay all costs associated with the administration of this Decree, except as is specifically provided otherwise in this Decree.

19. Each Party shall bear its own litigation costs and attorneys’ fees associated with this litigation, except as otherwise provided for in this Decree, and neither Party shall seek reimbursement for any outstanding litigation costs.

20. Except as is otherwise provided for in this Decree, all notifications, reports and communications to the Parties required under this Decree shall be made in writing and shall be sufficient as hand-delivered or sent by first class mail to the following persons:

For EEOC:

Deborah J. Powers, Esq.

For City:

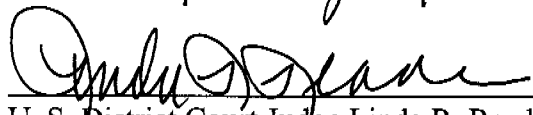
Beth E. Hansen, Esq.

EEOC
310 West Wisconsin Avenue, Suite 800
Milwaukee, Wisconsin 53203
Facsimile: (414) 297-3146
E-Mail: deborah.powers@eoc.gov

Swisher & Cohert, P.L.C.
528 West Fourth Street
P.O. Box 1200
Waterloo, IA 50704
Facsimile: (319) 232-4835
E-Mail: hansen@s-c-law.com

Any party may change such addresses by written notice to the other parties, setting forth a new address for this purpose. Notwithstanding the provisions for notification contained in this paragraph, the Parties may send each other such notifications, reports and communications by facsimile transmission or e-mail.

SO ORDERED, ADJUDGED AND DECREED this 24 day of July, 2006.



U. S. District Court Judge Linda R. Reade
Northern District of Iowa, Eastern Division

Agreed to in form and content:

FOR THE PLAINTIFF,
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Milwaukee Area Office
310 W. Wisconsin Ave., Suite 800
Milwaukee, WI 53203-2292
Phone: (414) 297-3983
Fax: (414) 297-3146

/s/ John Hendrickson
John Hendrickson
Regional Attorney

Date: July 17, 2006

/s/ Rosemary J. Fox
Rosemary J. Fox

Date: July 17, 2006

Supervisory Trial Attorney

/s/ Deborah J. Powers
Deborah J. Powers
Senior Trial Attorney
deborah.powers@eeoc.gov

Date: July 17, 2006

Agreed to in form and content:

FOR THE DEFENDANT
CITY & NATIONAL EMPLOYMENT
Beth E. Hansen
Swisher & Cohert, P.L.C.
528 West Fourth Street
P.O. Box 1200
Waterloo, IA 50704
Phone: (319) 232-6555
Fax: (319) 232-4835
e-mail: hansen@s-c-law.com

/s/ Beth E. Hansen
Beth E. Hansen, Esq.

Date: July 14, 2006

EXHIBIT A

OFFICIAL NOTICE TO ALL EMPLOYEES OF
CITY & NATIONAL EMPLOYMENT

This notice is posted pursuant to a Consent Decree entered in a lawsuit brought by the Equal Employment Opportunity Commission ("EEOC"), entitled *EEOC v. City & National Employment*, Case Number CV06-2049-LRR, filed in the United States District Court for the Northern District of Iowa, Eastern Division.

A copy of the Consent Decree is available by contacting City & National Employment's Human Resources Department at [phone number].

In the lawsuit, EEOC alleges that City & National Employment ("City"), violated Title VII when it allegedly discriminated against a female employee because of her sex. City denies all allegations that it violated Title VII.

By agreement of the parties and without making any determination about the merits of the case, United States District Court Judge Linda R. Reade has entered a consent decree, which provides that:

- City will pay damages to the aggrieved individual;
- City shall develop and implement policies regarding the prohibition of sex discrimination in the workplace and in the hiring and placement process. This will include the development of a document to be given to all new hires stating their rights to be free from sex discrimination, and will also include a description of the complaint procedure process the employee can follow in the event of a discriminatory act;
- City is enjoined from discriminating against any applicant or employee because of their sex; and
- City will develop and implement an annual training program to train all existing permanent employees regarding its policies against sex discrimination.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted until [insert date Decree expires], and must not be altered, defaced or covered by any other material. Any questions about this Notice or Consent Decree may be directed to Equal Employment Opportunity Commission, 310 West Wisconsin Avenue, Suite 800, Milwaukee, Wisconsin, 53203, 1-800-669-4000.

Dated: _____

Signature of executive represents City