

JSC

Minute Order Form (06/97)

JSC-6

**United States District Court, Northern District of Illinois**

Name of Assigned Judge or Magistrate Judge	Nan R. Nolan	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	01 C 1634	DATE	9/23/2002
CASE TITLE	EEOC, et al. vs. Majesty Maintenance, Inc.		

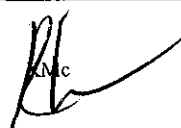
[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

**MOTION:**

**DOCKET ENTRY:**

- (1)  Filed motion of [ use listing in "Motion" box above.]
- (2)  Brief in support of motion due \_\_\_\_\_.
- (3)  Answer brief to motion due \_\_\_\_\_. Reply to answer brief due \_\_\_\_\_.
- (4)  Ruling/Hearing on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (5)  Status hearing[held/continued to] [set for/re-set for] on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (6)  Pretrial conference[held/continued to] [set for/re-set for] on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (7)  Trial[set for/re-set for] on \_\_\_\_\_ at \_\_\_\_\_.
- (8)  [Bench/Jury trial] [Hearing] held/continued to \_\_\_\_\_ at \_\_\_\_\_.
- (9)  This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to]
  - FRCP4(m)  Local Rule 41.1  FRCP41(a)(1)  FRCP41(a)(2).
- (10)  [Other docket entry] Enter Consent Decree: This Decree fully and finally resolves any and all issues and claims arising out of the Complaint filed by the EEOC and the Complaint filed by the Interveners in this action. Status hearing set for September 24, 2002 is stricken.
- (11)  [For further detail see order attached to the original minute order.]

<input type="checkbox"/> No notices required, advised in open court. <input type="checkbox"/> No notices required. <input checked="" type="checkbox"/> Notices mailed by judge's staff. <input type="checkbox"/> Notified counsel by telephone. <input type="checkbox"/> Docketing to mail notices. <input type="checkbox"/> Mail AO 450 form. <input type="checkbox"/> Copy to judge/magistrate judge.	U.S. DISTRICT COURT SEP 24 2002	4 number of notices	Document Number  15
		SEP 25 2002 date docketed	
		KMc docketing deputy initial	
		9/24/2002 date mailed notice	
		KMc mailing deputy initials	
Date/time received in central Clerk's Office			

 courtroom deputy's initials

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )

Plaintiff )

and )

HALINA KATARZYNA, EDYTA KURDZIEL, )  
MARIA NAPIORKOWSKI, AND BARBARA )  
POLTORAK, )

Intervening Plaintiffs )

v. )

MAJESTY MAINTENANCE, INC., )

Defendant. )

**DOCKETED**

**SEP 25 2002**

CIVIL ACTION  
NO. 01 C 1634

Magistrate Judge Nolan

**CONSENT DECREE**

**THE LITIGATION**

1. Plaintiff Equal Employment Opportunity Commission (the "EEOC") filed this action alleging that Defendant, Majesty Maintenance Inc., ("Majesty") violated Section 703(a) of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 2000e-2(a), by fostering or tolerating a working environment that was hostile to female employees. Majesty denies these allegations. The EEOC seeks relief for Halina Katarzyna, Edyta Kurdziel, Maria Napiorkowski, and Barbara Poltorak, all of whom have filed Charges of Discrimination with EEOC against Majesty. They have intervened in this action, filed an intervening complaint and are represented by private counsel. (They are referred to hereafter as "Charging Parties" or "Intervenors.") The EEOC also seeks relief for Edyta Firosz.

2. 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

15

finally resolved by entry of this Consent Decree (hereafter "Decree"). This Decree fully and finally resolves any and all issues and claims arising out of the Complaint filed by the EEOC and the Complaint filed by the Intervenors in this action. Nothing in this Decree should be construed as an admission by any party regarding either liability or non-liability.

FINDINGS

3. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds the following:

a. This Court has jurisdiction of the subject matter of this action and of the parties.

b. The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of EEOC, Majesty, the Intervenors, Edyta Firoz, and the public interest are adequately protected by this Decree.

c. This Decree conforms with the Federal Rules of Civil Procedure and Title VII 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, the claimants, and the public.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

Injunction against Sexual Harassment

4. Majesty and its officers, agents, management (including supervisory employees), successors and assigns, and all those in active concert or participation with them, or any of them, are hereby enjoined from: (i) discriminating against women on the basis of sex; (ii) engaging in or being a party to any action, policy or practice that is intended to or is known to have the effect of harassing or intimidating any female employee on the basis of her gender; and/or (iii) creating, facilitating or permitting the existence of a work environment that is hostile to female employees.

NON-RETALIATION

5. Majesty, its officers, agents, employees, successors, assigns and all persons acting in concert with it shall not engage in any form of retaliation against any person because such person has opposed any practice made unlawful under Title VII, filed a Charge of Discrimination under Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under Title VII, or asserted any rights under this Decree.

MONETARY RELIEF

6) Majesty shall pay a total of \$70,000 in full settlement of this case. Of that amount, \$2,000 shall be paid to Edyta Firoz (upon receipt of the release in the format of Exhibit A.) The balance of \$68,000 will be divided between the four charging parties and their counsel. The four charging parties and their counsel shall agree upon the division and advise the EEOC and Majesty. None of the payments to the five claimants shall be considered compensation for lost wages, so no withholdings shall be made from the payments.

7) (a) Majesty shall issue a separate check representing attorneys' fees to the law firm representing the Intervenors: Katz, Friedman, Eagle, Eisenstein and Johnson, 77 W. Washington Street, 20th Floor, Chicago, Illinois 60602-2801, by September 1, 2002.

(b) Within five (5) business days after receipt by Majesty of a Release Agreement, but in any event no later than September 18, 2002, Majesty or its agent shall issue a check to each claimant in the amount agreed upon. The check to Edyta Firoz will be sent to her home address, which the EEOC has provided to Majesty. The checks to the four Charging Parties, who have intervened as plaintiffs in this case, shall be sent to their counsel, Laurie Burgess at the law firm listed in subparagraph (a). A copy of each check issued to each of the five claimants shall be sent to the EEOC.

POSTING OF NOTICE

8. Within ten (10) business days after entry of this Decree, Majesty shall post copies of the Notice attached as Exhibit B to this Decree on the bulletin boards usually used by Majesty for communicating with employees at its Wood Dale facility. Copies translated into Spanish and Polish shall also be posted. The Notice shall remain posted for three (3)

years from the date of entry of this Decree. Majesty shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Majesty shall certify to the EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted. Majesty shall permit a representative of the EEOC to enter Majesty's premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice.

#### RECORD KEEPING

9. For a period of one year following entry of this Decree, Majesty shall maintain and make available for inspection and copying by the EEOC records of each complaint of sexual harassment. Such records shall indicate the date the complaint was made, who made it, what was alleged, and what actions Majesty took to resolve the matter, and when.

10. Majesty shall make all documents or records referred to in Paragraph 9 above, available for inspection and copying within ten (10) business days after the EEOC so requests. In addition, Majesty shall make available for interview all persons within its employ whom the EEOC reasonably requests for purposes of verifying compliance with this Decree and shall permit a representative of the EEOC to enter Majesty's premises for such purposes on five (5) business days advance notice by the EEOC.

#### REPORTING

11. Majesty shall furnish to the EEOC the following written reports. The first report shall be due six (6) months after entry of the Decree. The final report shall be due eleven (11) months after entry of the Decree. Each such report shall contain:

a. A summary of the information recorded by Majesty within the last 6 months pursuant to Paragraph 9, including the names of each person who complained of sexual harassment, the date of the complaint, and the actions, and dates thereof, taken by Majesty, including any discipline given;

b. A certification by Majesty that the Notice required to be posted in 8, above, remained posted during the entire six (6) month period preceding the report.

ADOPTION AND DISTRIBUTION OF POLICY  
AGAINST SEXUAL HARASSMENT

12. Majesty has agreed to and shall amend its policy against sexual harassment. Majesty represents that its policy currently prohibits sexual harassment by all employees, encourages employees who have complaints of sexual harassment to complain promptly, and provides that employees who violate the policy are subject to discipline up to and including discharge. The amended policy shall:

a) Prohibit sexual harassment by employees, supervisors, officer and owners of Majesty;

b) Prohibit sexual harassment whether it occurs on the premises of Majesty, at a Majesty client site or in travel to or from a work site or the premises of Majesty;

c) Provide that if the alleged harasser is a supervisor, the employee may complain to someone else about the harassment;

d) Provide that if the alleged harasser is an owner or officer of Majesty, complaints can be made to a designated outside representative.

e) Not set mandatory deadlines for complaining about harassment;

f) Provide that supervisors who receive reports of or observe sexual harassment shall notify their supervisor of the observed or reported harassment;

g) Advise employees that they may complain of sexual harassment to the Equal Employment Opportunity Commission at 500 West Madison, Chicago, Illinois.

Within twenty-one (21) days after the entry of this Consent Decree Majesty shall include a copy of its amended Policy in each pay check envelope of each employee of Majesty. Should Majesty know that the primary language of an employee is Polish, it shall also include a Polish translation of the policy in the envelope. Should Majesty know that the primary language of an employee is Spanish, it shall also include a Spanish translation of the policy in the envelope.

13. A copy of the amended Policy shall be given to each new employee on the day the person is hired. Should Majesty know that the primary language of a new employee is

Polish, it shall also give him or her a Polish translation of the policy. Should Majesty know that the primary language of a new employee is Spanish, it shall also give him or her a Spanish translation of the policy.

Copies of the Policy shall also be posted on the bulletin boards customarily used for posting notices from management to employees.

#### TRAINING

14 Within 60 days of the entry of this Decree, Defendant shall retain and pay for a trainer approved by the EEOC, to provide training to all owners, officers and supervisors with respect to sexual harassment and with respect to the Policy implemented pursuant to Paragraph 12 above. A registry of attendance shall be maintained .

15. Majesty shall obtain the EEOC's approval of its proposed trainer prior to the training session. Majesty shall submit the name, address, telephone number and resume of the proposed trainer to the EEOC within 15 days of the entry of this Decree. The EEOC shall have five calendar days from the date of receipt of the information described above to accept or reject the proposed trainer. In the event the EEOC does not approve Majesty's designated trainer, Majesty shall have five calendar days to identify an alternate trainer. The EEOC shall have five calendar days from the date of receipt of the information described above to accept or reject the alternate trainer. In the event the EEOC does not approve Majesty's alternate trainer, the EEOC shall designate the trainer to be retained and paid for by Majesty.

16. Majesty shall certify to the EEOC in writing with five (5) business days after the training has occurred that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the date, location and duration of the training; and (ii) a copy of the registry of attendance, which shall include the name and position of each person in attendance.

#### DISPUTE RESOLUTION

17. In the event that either party to this Decree believes that the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance within ninety (90) days of the alleged



non-compliance and shall afford the alleged non-complying party ten (10) business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within ten (10) business days, the complaining party may apply to the Court for appropriate relief.

DURATION OF THE DECREE AND RETENTION OF JURISDICTION

18. All provisions of this Decree shall be in effect (and the Court will retain jurisdiction of this matter to enforce this Decree) for a period of one year immediately following entry of the Decree, provided, however, that if, at the end of one year, any disputes under Paragraph 17, above, remain unresolved, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Decree) until such time as all such disputes have been resolved.

MISCELLANEOUS PROVISIONS

19. Each party to this Decree shall bear its own expenses and costs. The EEOC and Majesty shall bear their own attorneys' fees.

20. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of Majesty in their capacities as representatives, agents, directors and officers of Majesty, and not in their individual capacities.

21. When this Decree requires the submission by Majesty of reports, certifications, notices, or other materials to the EEOC, they shall be mailed to: Gordon Waldron, Senior Trial Attorney, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois, 60661. When this Decree requires submission by the EEOC of materials to Majesty, they shall be mailed to: Attorney, Stephen Gorman at Davis, Mannix and McGrath, 125 S. Wacker Drive, Suite 1700, Chicago, Illinois 60606-4402.

22. Majesty represents that John Jamrozik no longer has any involvement in personnel decisions in regard to female employees or female applicants. Neither her nor Wojtek Chojinacki shall have any involvement in personnel decisions in regard to female employees or female applicants.



**ENTER**

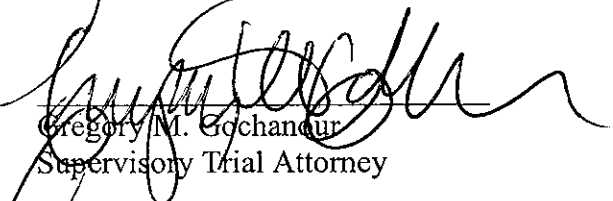
For the Equal Employment  
Opportunity Commission  
1801 L Street, N.W.  
Washington, D.C. 20507

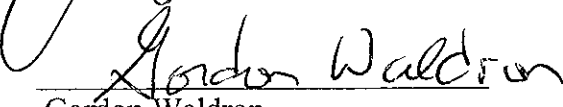
Nicholas M. Inzeo  
Acting General Counsel

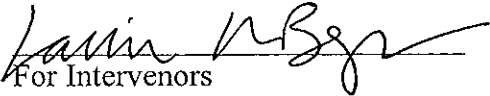
Gwendolyn Young Reams  
Associate General Counsel

Equal Employment Opportunity  
Commission  
500 West Madison Street  
Suite 2800  
Chicago, Illinois 60661  
(312) 353-7568

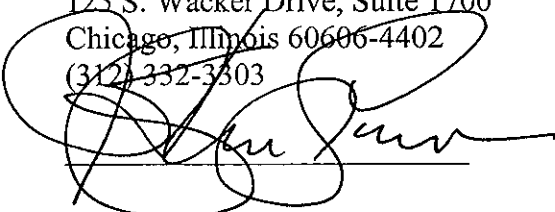
  
John C. Hendrickson  
Regional Attorney

  
Gregory M. Gochandur  
Supervisory Trial Attorney

  
Gordon Waldron  
Senior Trial Attorney

  
For Intervenors  
Laurie Burgess  
Katz, Friedman, Eagle, Eisenstein and  
Johnson  
77 W. Washington Street, 20th Floor  
Chicago, Illinois 60602-2801

For Majesty Maintenance, Inc.  
Stephen Gorman  
Davis, Mannix and McGrath  
125 S. Wacker Drive, Suite 1700  
Chicago, Illinois 60606-4402  
(312) 332-3303

  
Hon R Nolan  
Magistrate Judge Nolan

Date: 9/23/02

**EXHIBIT A**

**RELEASE AGREEMENT**

I, \_\_\_\_\_, for and in consideration of the sum of \$ \_\_\_\_\_ payable to me pursuant to the terms of the Consent Decree entered by the Court in EEOC et al. v. Majesty Maintenance, Inc., No. NO. 01 C 1634 (N.D. Ill.), on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, remise, acquit, and discharge ("Majesty"), and all past and present shareholders, officers, agents, employees, and representatives of Majesty, as well as all successors and assignees of Majesty, from any and all claims and causes of action of any kind which I now have or ever have had under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., as a result of or arising from the subject matter and claims which were or which could have been asserted in EEOC et al. v. Majesty Maintenance, Inc., No. NO. 01 C 1634 (N.D. Ill.)

\_\_\_\_\_  
Date

**EXHIBIT B**  
**NOTICE TO ALL MAJESTY EMPLOYEES**

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC et al. v. Majesty Maintenance, Inc. , No. NO. 01 C 1634 (N.D. Ill.), resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Majesty Maintenance, Inc. ("Majesty").

In its suit, the EEOC alleged that Majesty fostered or tolerated a working environment that was hostile to female employees, in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Majesty denies these allegations.

To resolve the case, Majesty and the EEOC have entered in to a Consent Decree which provided, among other things, that:

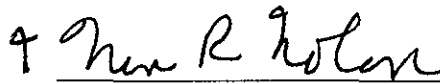
- 1) Majesty will not foster or tolerate sexual harassment;
- 2) Majesty will not retaliate against any person because (s)he opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree;
- 3) Majesty will adopt and distribute to all employees a policy against sexual harassment and will train all its supervisors and officers regarding sexual harassment and its policy.

The EEOC enforces the federal laws against discrimination in employment on the basis of race, color, religion, national origin, sex, age or disability. If you believe you have been discriminated against, you may contact the EEOC at (312) 353-8195. The EEOC charges no fees and has employees who speak languages other than English. If you believe you have been discriminated against you may contact the EEOC.

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

**This Notice must remain posted for one year from the date below and must not be altered, defaced or covered by any other material.**

SEP 23 2002  
Date

  
Magistrate Judge Nolan

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