

*JEB*

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

Name of Assigned Judge or Magistrate Judge	Elaine E. Bucklo	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	03 C 5822	DATE	9/16/2003
CASE TITLE	EEOC vs. Sanchez & Daniels		

[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] Parties' agreed motion for entry of consent decree is granted. Accordingly, enter Consent Decree and the case is terminated. Any pending motion in this case is terminated as moot.
- (11)  [For further detail see order attached to the original minute order.]

<input type="checkbox"/>	No notices required, advised in open court.	U.S. DISTRICT COURT CLERK 03 SEP 16 PM 4:41 FILED FOR DOCKETING	number of notices	Document Number:  5
<input type="checkbox"/>	No notices required.		SEP 17 2003 date docketed	
<input type="checkbox"/>	Notices mailed by judge's staff.		<i>ah</i> docketing deputy initials	
<input type="checkbox"/>	Notified counsel by telephone.		date mailed notice	
<input checked="" type="checkbox"/>	Docketing to mail notices.		mailing deputy initials	
<input type="checkbox"/>	Mail AO 450 form.			
<input type="checkbox"/>	Copy to judge/magistrate judge.			
MPJ	courtroom deputy's initials			

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

**EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,** )  
)  
) **Plaintiff,** )  
)  
) **v.** )  
)  
) **SANCHEZ & DANIELS** )  
)  
) **Defendant.** )

---

CIVIL ACTION NO. 03 C 5892

**CONSENT DECREE**

0044770

SEP 17 2003

**THE LITIGATION**

1. Plaintiff Equal Employment Opportunity Commission (the "EEOC") filed this action alleging that since at least December 20, 1999, Defendant, Sanchez & Daniels ("Defendant"), 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 discriminating against a female employee ("Charging Party") on the basis of sex. Specifically, the EEOC alleged that Defendant violated Title VII by fostering or tolerating a working environment that was hostile to Charging Party. Defendant denies these allegations.

2. In the interest of expeditiously resolving all disputed issues and avoiding further legal costs and litigation, 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 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 in this action. Nothing in this Decree should be construed as an admission by any party regarding the claims or defenses of the other.

## 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 the parties 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, Charging Party, and the public.

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

### NON-DISCRIMINATION

4. Defendant, its officers, agents (including management personnel), successors, and assigns are enjoined from discriminating against its employees on the basis of sex with respect to working conditions, promotion opportunities, or pregnancy.

### NON-RETALIATION

5. Defendant, 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 who is currently or has previously been employed by it 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. Nothing in this paragraph shall be construed as limiting any obligations regarding retaliation generally imposed upon Defendant by Title VII.

#### MONETARY RELIEF

6. Defendant's insurance company shall pay the gross sum of forty-two thousand, five hundred dollars (\$42,500.00), inclusive of attorneys' fees and costs, to Charging Party, represented by the law firm of O'Malley & Madden. This amount shall be apportioned and distributed as follows: 1) \$28,333.34 made payable to Charging Party; and 2) \$14,166.66 made payable to O'Malley & Madden, P.C. in full and final release of attorney fees for which O'Malley & Madden, P.C. will be issued a form 1099.

#### NOTICE

7. Within ten (10) business days after entry of this Decree, Defendant shall read a copy of the Notice attached as Exhibit A to this Decree to all employees of Defendant. After the Notice is read, each employee who was present and attended the reading shall sign the Notice on the attached page. Defendant shall certify to the EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly read, and shall attach a copy of the notice with signatures.

#### RECORD KEEPING

8. For a period of two (2) years following entry of this Decree, Defendant shall maintain and make available for inspection and copying by the EEOC records of each complaint by one of its employees of sexual harassment. Such report shall indicate the date the complaint was made, who made it, what was alleged, and what actions the Defendant took to resolve the matter.

9. Defendant shall make all documents or records referred to in Paragraph 8, above,

available for inspection and copying within ten (10) business days after the EEOC so requests. In addition, Defendant 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 Defendant's premises for such purposes on five (5) business days advance notice by the EEOC.

10. Nothing contained in this Decree shall be construed to limit any obligation Defendant may otherwise have to maintain records under Title VII or any other law or regulation.

#### TRAINING

11. Defendant shall provide company-wide sexual harassment training to all employees by an outside provider chosen by Defendant in consultation with EEOC. The training will be given in two sessions: one session given to partners and one session given to associates and staff. This training shall be completed within six months of entry of this Decree, unless the parties agree to a reasonable extension. Thereafter, Defendant may utilize in-house personnel to update this training on a regular basis. This training shall encompass the requirements of Title VII, including 1) sexual harassment; 2) pregnancy discrimination; 3) glass ceiling issues; 4) systems or techniques that may be useful in dealing with complaints of 1-3; and 4) and proper record keeping under Title VII and its related regulations.

#### REPORTING

12. Defendant shall furnish to the EEOC the following written reports semi-annually for a period of two (2) years following entry of this Decree. The first report shall be due six (6) months after entry of the Decree. The final report shall be due twenty-four (24) months after entry of the Decree. Each such report shall contain a summary of the information recorded by Defendant

pursuant to Paragraph 8, including the name of the complainant, the allegation of the complaint and the action taken by Defendant in response.

#### DISPUTE RESOLUTION

13. 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 twenty (20) business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied or that no non-compliance has occurred. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within twenty (20) business days, the complaining party may apply to the Court for appropriate relief. The party alleging non-compliance must act in good faith in both its allegation of non-compliance and the absence of appropriate remedial measures.

#### DURATION OF THE DECREE AND RETENTION OF JURISDICTION

14. 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 two (2) years immediately following entry of the Decree, provided, however, that if, at the end of the two (2) years period, any dispute(s) under Paragraph 13, above, remain unresolved, the term of the Decree shall be automatically extended (solely regarding such unresolved dispute(s) and the Court will retain jurisdiction of this matter to enforce the Decree) until such time as any such dispute(s) has been resolved.

#### MISCELLANEOUS PROVISIONS

15. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.

16. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of Defendant in their capacities as representatives, agents, directors and officers of Defendant, and not in their individual capacities, and Plaintiff. This paragraph shall not be construed as placing any limit on remedies available to the Court in the event that any individual is found to be in contempt for a violation of this Decree.

17. When this Decree requires the submission by Defendant of reports, certifications, notices, or other materials to the EEOC, they shall be mailed to: Sanchez & Daniels Settlement, c/o Jeanne Szromba, Trial Attorney, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois, 60661.

For the EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
1801 L Street, N.W.  
Washington, D.C. 20507

Eric S. Dreiband  
General Counsel

James Lee  
Deputy General Counsel

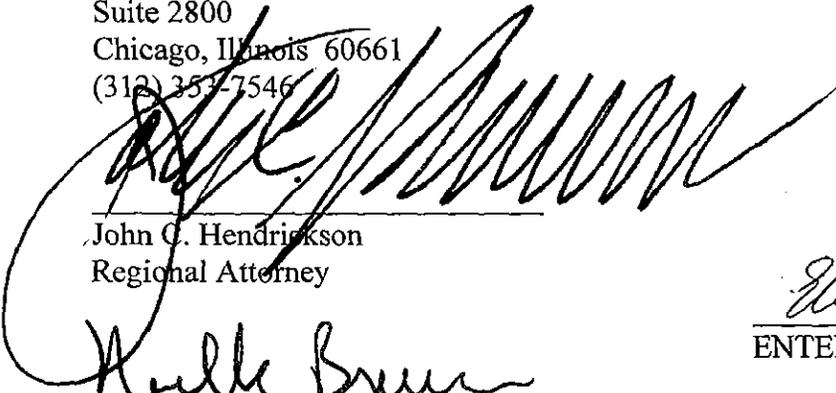
Gwendolyn Young Reams  
Associate General Counsel

For Sanchez & Daniels:

  
\_\_\_\_\_  
Fay Clayton  
Robinson Curley & Clayton, P.C.  
300 South Wacker Drive  
Suite 1700  
Chicago, IL 60606

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

500 West Madison Street  
Suite 2800  
Chicago, Illinois 60661  
(312) 353-7546

  
\_\_\_\_\_  
John C. Hendrickson  
Regional Attorney

  
\_\_\_\_\_  
Noelle Brennan  
Supervisory Trial Attorney

  
\_\_\_\_\_  
Jeanne B. Szromba  
Trial Attorney

  
\_\_\_\_\_  
ENTER:

United States District Judge

DATE: 9-16-03

**EXHIBIT A**

**NOTICE TO ALL SANCHEZ & DANIELS EMPLOYEES**

This Notice is being read pursuant to a Consent Decree entered by the federal court in EEOC v. Sanchez & Daniels, No. \_\_\_\_\_ (N.D. Ill.), resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Sanchez & Daniels ("Defendant").

In its suit, the EEOC alleged that Defendant fostered or tolerated a working environment that was hostile to its female employees, in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Nothing in this Decree is an admission by either party regarding the claims or defenses of the other.

To resolve the disputed issues expeditiously and to avoid the costs of further litigation, Defendant and the EEOC have entered into a Consent Decree which provided, among other things, that:

- 1) Defendant's insurance company pay monetary relief to a certain former employee;
- 2) Defendant will not discriminate on the basis of sex in the future;
- 3) Defendant will not retaliate against any person because she 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; and
- 4) Defendant will train all of its management and non-management employees with respect to pregnancy discrimination, discrimination in partnership decisions, and sexual harassment.

The EEOC enforces the federal laws against discrimination in employment on the basis of sex, race, color, religion, national origin, 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.