

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CIVIL ACTION NO. 01-7089-CIV-LENARD/MCALLEY

BETH FORRY,

Plaintiff,

v.

FEDERATED FINANCIAL SERVICES, INC.,

Defendant.

UNITED STATES EQUAL
EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

and

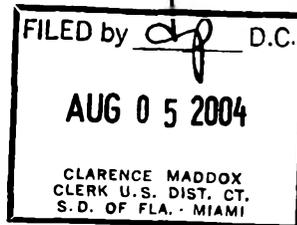
SARAH HOFFMAN, TAREN BUSICK,
LYNDA FLEEK and BRANDY WILCOX,

Plaintiff-Intervenors,

v.

FEDERATED FINANCIAL SERVICES, INC.,

Defendant.



CONSENT DECREE

1. This Consent Decree is entered into by and between Plaintiff, the United States Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC"), Plaintiff-Intervenors, Sarah Hoffman, Taren Busick, Lynda Fleek, and Brandy Wilcox (hereinafter referred to collectively as "Plaintiff-Intervenors") and the Defendant,

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RA

Federated Financial Services, Inc. (hereinafter referred to as “Federated Financial”). The Commission, Plaintiff-Intervenors, and Defendant are collectively referred to as the “Parties”.

2. The Commission filed this action on September 28, 2001 under Title VII of the Civil Rights Act of 1964 (“Title VII”) and Title I of the Civil Rights Act of 1991 to correct alleged unlawful employment practices on the basis of sex (female), and to provide appropriate relief to Sarah Hoffman, Taren Busick, Lynda Fleek, Brandy Wilcox, and any other similarly situated individuals who were adversely affected by such practices. EEOC’s Complaint also alleged that Federated Financial retaliated against Lynda Fleek for complaining of the unlawful sexual harassment by terminating her employment.
3. The Court granted Plaintiff-Intervenors’ Motion to Intervene in the above-styled case. Plaintiff-Intervenors’ Complaint alleged that Federated Financial violated Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000(e) et seq. (“Title VII”), Title I of the Civil Rights Act of 1991, and the Florida Civil Rights Act of 1992 (FCRA), Fla. Stat. §760.
4. Federated Financial filed Answers and Affirmative Defenses to the Complaints filed by EEOC and the Plaintiff-Intervenors wherein Federated Financial denied having engaged in the discriminatory practices alleged and asserted several affirmative defenses to the claims alleged by Plaintiffs.
5. The Parties acknowledge that execution of this Consent Decree does not constitute an admission of any liability or of any discriminatory or unlawful action on the part of Federated Financial, but that this Consent Decree has been entered into for the purpose of avoiding the costs, inconvenience, and uncertainty of further litigation.

6. In the interest of resolving this matter, to avoid the costs of litigation, and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that the action brought by EEOC and Plaintiff-Intervenors should be finally resolved by the entry of this Decree. This Decree is final and binding upon the Parties, their successors and assigns.
7. The parties agree that this Decree resolves all the claims against Federated Financial alleged in EEOC charge numbers 150 A0 2862, 150 A0 2863, 150 A0 2864, 150 A0 2865, and civil action number 01-7089-CIV-LENARD. 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. This Decree constitutes a complete resolution of all claims that were made by the Commission and Plaintiff-Intervenors in this action.
8. 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:

I. JURISDICTION

9. This court has jurisdiction of the subject matter of this action and over the Parties for the purposes of entering and enforcing this Decree.
10. No party shall contest the jurisdiction of this Federal Court to enforce this Decree and its terms or the right of the EEOC to bring an enforcement suit upon breach of any terms of this Decree.

II. GENERAL PROVISIONS AND INJUNCTIVE RELIEF

11. Federated Financial is enjoined from engaging in any conduct which violates Title VII by adversely affecting the terms and conditions of any individual's employment because of their sex.
12. Federated Financial agrees not to engage in conduct which violates Title VII by adversely affecting the terms and conditions of any individual's employment because of the individual's complaints of what he/she reasonably and in good faith believes to be unlawful conduct under Title VII.
13. Federated Financial shall not discriminate against any individual 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 violations of the statutes the Commission enforces; who cooperates with the EEOC in investigation and /or prosecution of any charge of discrimination; or who cooperated in the investigation or who offered testimony or information in the above styled litigation which resulted in this Consent Decree.

III. DEVELOPMENT OF POLICES AND TRAINING

14. Prior to execution of this Consent Decree Federated Financial established a written policy against sexual harassment and retaliation which is attached hereto as Exhibit A. A complete copy of this policy has been distributed to all individuals employed by Federated Financial as of the execution of this Consent Decree. Federated Financial agrees that all new employees will be provided a copy of the policy against sexual harassment and retaliation within one week of employment.

15. In order to further ensure the effective implementation of Federated Financial's anti-discrimination policies, Federated Financial will conduct a three (3) hour annual training session throughout the duration of this Decree. The training will include specific emphasis on recognizing sexual harassment, on acts that could constitute retaliation, on the proper procedure to be followed if they become aware of sexual harassment or retaliation in the workplace and/or if they receive a complaint of such harassment or retaliation, and on the proper retention of documents related to discrimination complaints. Every employee at Defendant's Deerfield Beach, Florida facility shall attend such sessions. The first training session will be conducted by August 31, 2004, and annually thereafter for the duration of this Decree. The training will be conducted by Federated Financial's Human Resources Director. Federated Financial agrees to provide the EEOC with at least two (2) weeks notice before they conduct their 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 the name and job title of the employees who will be in attendance at the training. Federated Financial further agrees that the sexual harassment policy, retaliation policy and training materials utilized for the training described herein shall be presented to and explained to all new managers and supervisors who did not attend the annual training within thirty (30) days of being placed in a management or supervisory position.

IV. REFERENCES

16. Federated Financial agrees to provide each Plaintiff-Intervenor with a letter stating the position and dates of employment for each. Copies of the letters are attached as Exhibit B.

V. POSTING

17. Defendant Federated Financial shall post a laminated 8.5 x 11 size copy of the notice attached hereto as Exhibit C within seven (7) days of the entering of this Decree. Said notice shall be posted in conspicuous locations accessible to all employees (i.e. break room, employee bulletin board, cafeteria, above water fountains, etc.). This notice is to remain posted for the term of this Decree.

VI. REPORTING AND MONITORING

18. Federated Financial will retain all employment records relating in any way to any complaint of sex discrimination or retaliation made to a supervisor, manager or human resource officer and to any investigation of sex discrimination or retaliation at Defendant's Deerfield Beach, Florida facility for the duration of this Decree and as required by federal law.
19. For the duration of this Decree, Federated Financial will provide the EEOC annually with the name, last known address and last known phone number of any person employed at Federated Financial Services Inc.'s Deerfield Beach location who has complained to his or her Manager/Supervisor, Human Resources Department, or the President that he or she has been subjected to sexual harassment or retaliation while working at Defendant's Deerfield Beach location during the preceding year. Federated Financial Services, Inc. will also state its actions taken in response to each such allegation. The first report shall be submitted no later than July 31, 2005, and then annually thereafter for the duration of the Decree. Federated Financial will provide upon request by the Commission (a) a copy of the complaint, or if no written complaint was filed, a statement describing the nature of the complaint; (b) a statement describing the

actions taken; and (c) outcome regarding such complaint.

20. Federated Financial will certify to the EEOC 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 July 31, 2005, and thereafter annually throughout the duration of this Decree.

21. Federated Financial will appoint one individual who shall be responsible for coordinating its compliance with this Consent Decree and for providing reports to the EEOC. This person shall be appointed and the EEOC notified of his or her identity within ten (10) days of the Court's approval of this Consent Decree. All documents required to be delivered by Federated Financial Services to the EEOC pursuant to this Consent Decree shall be mailed to: United States Equal Employment Opportunity Commission, Attention : Office of the Regional Attorney, 1 Biscayne Tower Building Suite 2700, 2 South Biscayne Blvd, Miami, FL 33131.

VII. MONETARY RELIEF

22. Federated Financial shall pay a lump sum in the amount of two hundred and forty thousand dollars (\$240,000.00) in monetary relief to the Plaintiff-Intervenors. The monies shall be paid in installments. Federated Financial agrees to make an initial payment of sixty-two thousand five-hundred dollars (\$62,500.00) on or before August 31, 2004. Thereafter, Federated agrees to make five monthly payments of thirty-one thousand two-hundred and fifty dollars (\$31,250.00) with the first such payment to be made on or before September 20, 2004 and then monthly thereafter. Federated will make a final monthly payment in the amount of twenty-one thousand two-hundred and fifty (\$21,250.00) on or before February 21, 2005.
23. The payments specified in Paragraph 22 shall be made by certified check payable to "Henschel

& Henschel, P.A. Trust Account” and sent via certified mail, return receipt requested, to “Andrew S. Henschel, Esq., The Law Offices of Henschel & Henschel, 801 N.E. 167th Street, 2nd Floor, North Miami Beach, Florida 33162.”

24. Federated Financial also agrees to pay a lump sum in the amount of ten thousand dollars (\$10,000.00) in monetary relief to any other similarly situated aggrieved individuals identified by the EEOC. Within ten (10) business days of the Court’s execution of this Decree, Federated Financial agrees to provide the EEOC with the names and last known addresses and phone numbers of all females employed at its Deerfield Beach facility from June 2000 through September 30, 2003. EEOC will utilize such information to confirm the accuracy of its efforts to identify similarly situated individuals. On or before January 20, 2005, EEOC will notify Federated Financial of the name(s) of any similarly situated individual(s) entitled to recover, as well as the individual’s mailing addresses and the amount of monetary relief to which EEOC has determined the individual(s) shall receive. On or before February 21, 2005, Defendant will send certified checks payable to each such individual, in the amount specified, via certified mail return receipt requested, directly to the mailing addresses provided for each.
25. If EEOC determines that there are no similarly situated individuals entitled to any amount of the monies specified in Paragraph 24, EEOC will notify Federated Financial of same on or before January 20, 2005. In that event, those monies will be forwarded to the Plaintiff-Intervenors by the same method as that specified in Paragraph 23 above and divided equally among the Plaintiff-Intervenors.
26. If Federated Financial Services, Inc. fails to tender the above-mentioned payments as set forth above, Federated Financial 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 Defendant's non-compliance.

VIII. ENFORCEMENT

27. The Commission shall have independent authority to seek judicial enforcement of each aspect, term, provision and attachment of this Decree.
28. The court will take whatever measures necessary to effectuate the terms of this Decree.

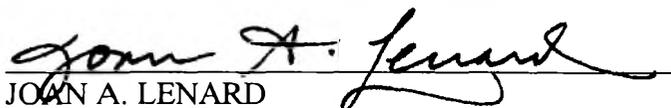
IX. COSTS

29. Each party shall bear her or its own costs and fees associated with this litigation.

X. DURATION OF CONSENT DECREE

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

SO ORDERED ADJUDGED AND DECREED, this 5 day of August 2004. *in*
Miami, Florida.


JOAN A. LENARD
UNITED STATES DISTRICT JUDGE

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

by: 
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

Date: 8/2/04

AGREED TO:
FOR THE PLAINTIFF-INTERVENORS
SARAH HOFFMAN, TAREN BUSICK,
LYNDA FLEEK, and BRANDY WILCOX

by: _____
Andrew S. Henschel, Esquire
Law Offices of Henschel & Henschel
801 NE 167 Street, 2nd Floor
North Miami Beach, Florida 33162

Date: _____

AGREED TO:
FOR THE DEFENDANT
FEDERATED FINANCIAL SERVICES, INC.

by: _____
Charles T. Whitelock, Esquire
Whitelock & Associates, P.A.
300 SE 13th Street
Fort Lauderdale, Florida 33316

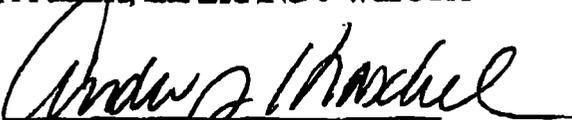
Date: _____

AGREED TO:
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UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

by: _____
Delner Franklin-Thomas
Regional Attorney
U.S. Equal Employment Opportunity Commission
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Date: 8/2/04

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FEDERATED FINANCIAL SERVICES, INC.

by: _____
Charles T. Whitelock, Esquire
Whitelock & Associates, P.A.
300 SE 13th Street
Fort Lauderdale, Florida 33316

Date: _____

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

by: _____ Date: _____
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 PLAINTIFF-INTERVENORS
SARAH HOFFMAN, TAREN BUSICK,
LYNDA FLEEK, and BRANDY WILCOX

by: _____ Date: _____
Andrew S. Henschel, Esquire
Law Offices of Henschel & Henschel
801 NE 167 Street, 2nd Floor
North Miami Beach, Florida 33162

AGREED TO:
FOR THE DEFENDANT
FEDERATED FINANCIAL SERVICES, INC.

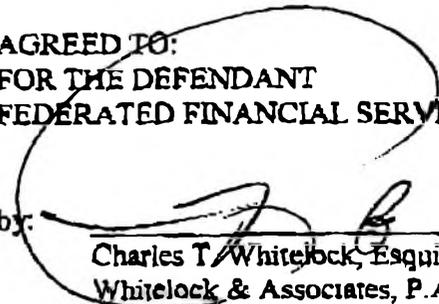
by:  _____ Date: 8-2-04
Charles T. Whitelock, Esquire
Whitelock & Associates, P.A.
300 SE 13th Street
Fort Lauderdale, Florida 33316

EXHIBIT A

ANTI-DISCRIMINATION/HARASSMENT POLICY

Our organization shares a common belief that each of us should be able to work in an environment free of discrimination and any form of harassment, including that which is based on sex, including same-sex harassment, pregnancy, race, color, religion, age, national origin, disability, veteran status, marital status or other protected status.

Prohibited Conduct

To help ensure that none of us ever feel we are being subjected to harassment, and in order to create a comfortable work environment, the Company prohibits any offensive physical, written or spoken conduct regarding any of these items, including conduct of a sexual nature. This includes:

1. Unwelcome or unwanted advances, including sexual advances. This means unwelcome patting, pinching, brushing up against, hugging, kissing, fondling, or any other similar physical contact.
2. Unwelcome requests or demands for favors, including sexual favors. This includes subtle or blatant expectations, pressures or requests for any type of favor, including a sexual favor (this includes unwelcome requests for dates) whether or not it is accompanied by an implied or stated promise of preferential treatment or negative consequence concerning employment status.
3. Verbal abuse or kidding that is oriented toward a prohibited form of harassment, including that which is sex-oriented and considered unwelcome. This includes comments about a person's national origin, gender, race, color, religion, age, body, including pregnancy, disability, appearance, or marital or veteran status, where such comments go beyond mere courtesy; telling "dirty jokes" that are unwanted and considered offensive; or any tasteless, sexually oriented comments, innuendoes, epithets, slurs, negative stereotyping or other actions that are offensive.
4. Any type of sexually oriented conduct or other prohibited form of harassment that would unreasonably interfere with our work performance. This includes extending unwanted sexual attentions to someone whether or not it reduces either person's productivity or time available to work at assigned tasks.
5. Creating a work environment that is intimidating, hostile, abusive or offensive because of unwelcome or unwanted conversations, suggestions, requests, demands, physical contacts or attentions,

whether sexually oriented or otherwise related to a prohibited form of harassment.

6. The distribution, including email distribution, display or discussion of any written or graphic material, including calendars, posters, cartoons, or names, that denigrates or shows hostility or aversion toward an individual or a group because of race, color, religion, age, sex, pregnancy, national origin, disability, marital, veteran, or other protected status.

Normal, courteous, mutually respectful, pleasant, non-coercive and non-offensive interactions between employees, including men and women, that are acceptable to and welcomed by both parties are not considered to be harassment.

Reporting Harassment

If any of us believe that we are being subjected to any of these forms of harassment, or believes we are being discriminated against because other employees are receiving favored treatment in exchange, for example, for sexual favors, we must bring this to the attention of appropriate persons in management. The very nature of harassment makes it difficult to detect unless the person being harassed registers his or her discontent with the appropriate person. Consequently, the Company encourages any individual who believes s/he may have been harassed to report such offensive conduct or situations to their immediate supervisor, Steve Miller, Margaret Eisenberg, Anthony Coleman, or any other person in management.

Prompt Remedial Action

It must be understood that any person electing to utilize this complaint resolution procedure will be treated courteously, the problem handled swiftly and as confidentially as feasible in light of the need to take appropriate corrective action, and the registering of a complaint will in no way be used against the employee, nor will it have an adverse impact on the individual's employment status.

If it is determined, after the investigation, that harassment has, in fact, taken place, appropriate disciplinary action, up to and including termination, will be taken against the individual(s) committing the offense. It is the responsibility of every employee to insure that complaints of harassment are brought immediately to the attention of company management.

EXHIBIT B

August 2, 2004

To Whom It May Concern:

Employee Fleek's work records indicate employment dates from August 1998 to March 2000.

A handwritten signature in black ink, appearing to be 'Prakash Sharma', written over a horizontal line.

Prakash Sharma

August 2, 2004

To Whom It May Concern:

Employee Wilcox's work records indicate employment dates from June 1998 to June 2000.

A handwritten signature in black ink, appearing to be 'PS' followed by a long horizontal stroke.

Prakash Sharma

August 2, 2004

To Whom It May Concern:

Employee Busick's work records indicate employment dates from January 1998 to May 2000.

A handwritten signature in black ink, appearing to be 'P. Sharma', written over a horizontal line.

Prakash Sharma

August 2, 2004

To Whom It May Concern:

Employee Hoffman's work records indicate employment dates from August 1999 to May 2000.


Prakash Sharma

EXHIBIT C

NOTICE TO ALL EMPLOYEES

This notice is being posted pursuant to a Consent Decree entered by the Court in EEOC et al. vs. Federated Financial Services, Inc. Federated Financial Services, Inc. has adopted a policy that prohibits discrimination against employees based on sex 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. Title VII also protects individuals from retaliation for having complained of an unlawful employment practice. Federated Financial Services, Inc. will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws, including, but not limited to, sexual harassment and retaliation.

Federated Financial Services, Inc. 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, based upon the circumstances involved, shall be taken against any employee (including management personnel) found to have violated Federated Financial Services, Inc.'s policy prohibiting discrimination.

This notice shall remain posted for three (3) years from the date the Decree is entered. Employees or applicants for employment who have questions about their rights under Title VII or any other federal anti-discrimination law may telephone Federated Financial Services, Inc.'s Human Resources Director at (954) _____ or the Miami District Office of the Equal Employment Opportunity Commission at 1-800-669-4000.

Signed this ____ day of _____, 2004.

PRESIDENT/CEO, Federated Financial Services, Inc.

DO NOT REMOVE BEFORE _____, 2007.