

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

- against -

SUFFOLK LAUNDRY SERVICES, INC.,

Defendant.

Docket No. 12 Civ. 409 (MKB) (ARL)

MARLYN GONZALEZ, ROSA GUEVARA-
MARTINEZ, MARINA VILORIO, XIOMARA
VELIZ-AMAYA, MIRIAN VELASQUEZ,
AZUCENA CASTILLO AND MARIA DEL
CARMEN AMAYA,

Intervenor-Plaintiffs,

- against -

SUFFOLK LAUNDRY SERVICES, INC.,
WALTER SULLIVAN II, and CATHY
SULLIVAN,

Defendants.

CONSENT DECREE

This action was filed on January 30, 2012 by Plaintiff United States Equal Employment Opportunity Commission (“EEOC”), an agency of the United States Government, alleging that Defendant Suffolk Laundry Services, Inc. (“Defendant” or “Suffolk Laundry”) violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 (“Title VII”), when it discriminated against a class of female employees consisting of Marlyn Gonzalez, Rosa Guevara-Martinez, Marina Vilorio, Xiomara Veliz-Amaya, Mirian Velasquez, Azucena Castillo, Maria del Carmen Amaya, and Edith Cruz (collectively “Claimants”), on the basis of their sex,

female.¹ Specifically, EEOC alleged that Defendant created and maintained a sexually hostile work environment by allowing a manager to physically and verbally sexually harass female laundry workers. The manager touched the employees on their hands, faces, hips, waists, shoulders, and/or backs, made comments about their appearance and body parts, conditioned requests for time off or for machine repairs with demands that the women kiss him or sit on his lap, and forcibly kissed one of the Claimants and touched her buttocks and other private areas. EEOC also alleged that Defendants retaliated against the Claimants after they objected to the harassment, filed EEOC charges, or participated in the EEOC investigation, by unlawfully terminating them, reducing their work hours, and/or altering their work assignments and other terms, conditions, and privileges of their employment

On March 12, 2013, Gonzalez, Guevara-Martinez, Vilorio, Veliz-Amaya, Velasquez, Castillo, and Amaya (collectively “Intervenor Plaintiffs”) filed a Complaint in Intervention in this action. In addition to the Title VII claims, Intervenor Plaintiffs alleged that Defendant Suffolk Laundry intentionally discriminated against them in the terms and conditions of their employment on the basis of their sex, and retaliated against them, in violation of the New York State Human Rights Law, N.Y. Exec. Law §296 (“NYSHRL”). Intervenor Plaintiffs also named Walter Sullivan II and Cathy Sullivan as Defendants. Defendants have denied the EEOC and Intervenor Plaintiffs’ claims.

EEOC, Intervenor Plaintiffs and Defendants (hereinafter “the parties”) desire to resolve this matter without further litigation and adjudication. The parties therefore do hereby stipulate and consent to the entry of this Consent Decree (“Decree”) as final and binding between EEOC, Intervenor Plaintiffs, Defendants, and Suffolk Laundry’s successors, assigns, subsidiaries,

¹ The Claimants include seven Intervenor Plaintiffs and one additional Claimant, Edith Cruz, who was identified by EEOC.

affiliates and any other corporation or entity into which Suffolk Laundry may merge or with which it may consolidate. No waiver, modification or amendment of any provision of this Decree will be effective unless made in writing, approved by all parties to this Decree and approved or ordered by the Court.

In consideration of the mutual promises and agreements contained in this Decree, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and it is therefore ORDERED, ADJUDGED AND DECREED that:

A. GENERAL PROVISIONS

1. This Decree is final and binding between the parties and resolves all claims in EEOC's and Intervenor Plaintiffs' Complaints in this case and the underlying EEOC Charges, namely EEOC Charge Nos. 520-2011-01130, 520-2011-01131, 520-2011-01132, 520-2011-01133, 520-2011-01134, 520-2011-01135, 520-2011-01136, including any amended charges filed by the Intervenor Plaintiffs. This Decree does not resolve any charge of discrimination currently pending before EEOC, or any charge that may be filed in the future, other than the charges listed above. EEOC reserves all rights to proceed regarding matters not covered in this Decree.

2. Defendants deny that they engaged in any wrongdoing of any kind with respect to Claimants and Intervenor Plaintiffs.

3. The parties agree and the Court finds that this Court has jurisdiction of the subject matter of this action and of the parties, that venue is proper, and that all administrative prerequisites have been met.

4. The Court will retain jurisdiction to enforce this Decree and its terms for all purposes including, but not limited to, the entering of all orders, judgments and decrees as

necessary to implement the relief provided herein for the duration of this Decree. A breach of any term of this Decree by Defendants will be deemed a substantive breach of this Decree for which EEOC and/or Intervenor Plaintiffs may bring an enforcement action. No party will contest the validity of this Decree, or the jurisdiction of the Federal District Court to enforce this Decree and its terms.

5. Before any transfer of ownership, Defendants will provide written notice of this lawsuit and a copy of the Complaints and this Decree to any potential purchaser of Defendants' business, or a purchaser of all or a portion of Defendants' assets, and to any potential successors, assigns, subsidiaries, and affiliates, or any other corporation, including any entity with which Defendant Suffolk Laundry may merge or consolidate. Defendant Suffolk Laundry will provide written notice to EEOC 28 days before any assignment, succession, acquisition, merger or consolidation affecting Defendant Suffolk Laundry.

6. Defendants will send any documents, reports, forms, or other information required to be forwarded to EEOC, by electronic mail to "Consent Decree Monitor" at decreemonitor.nydo@eoc.gov, or by regular mail to the attention of Consent Decree Monitor at Equal Employment Opportunity Commission, 33 Whitehall Street, 5th Floor, New York, New York, 10004, and to adela.santos@eoc.gov.

B. INJUNCTIVE RELIEF

7. Defendants Walter Sullivan II and Cathy Sullivan are enjoined from creating or maintaining a sexually hostile work environment on the basis of sex.

8. Defendants Walter Sullivan II and Cathy Sullivan are enjoined from retaliating against any individual for asserting his or her rights under Title VII and the NYSHRL § 296 or otherwise engaging in protected activity, such as by complaining of discrimination, opposing

discrimination, filing a charge, or giving testimony or assistance with an investigation or litigation.

9. Defendant Suffolk Laundry and its' managers, officers, agents, successors, assigns, subsidiaries, and affiliates and any other corporation, entity, or division with which Suffolk Laundry may merge or consolidate, are enjoined from creating or maintaining a sexually hostile work environment on the basis of sex.

10. Defendant Suffolk Laundry and its' managers, officers, agents, successors, assigns, subsidiaries, and affiliates and any other corporation, entity, or division with which Suffolk Laundry may merge or consolidate, are enjoined from retaliating against any individual for asserting his or her rights under Title VII and NYSHRL § 296 or otherwise engaging in protected activity, such as by complaining of discrimination, opposing discrimination, filing a charge, or giving testimony or assistance with an investigation or litigation.

C. POLICIES & PROCEDURES

11. Within seven (7) days of the entry of this Decree, Defendants will distribute to all employees of Suffolk Laundry an anti-discrimination policy which includes a prohibition on sex discrimination, outlines a procedure for filing complaints, and identifies the individuals with whom complaints should be filed (the "Policy"). A copy of the Policy is attached as Exhibit A. The attachment of Defendants' Policy to this Decree is not a representation by EEOC that Defendants have been or are compliant with federal anti-discrimination laws. The Policy will be provided in English and Spanish.

12. Within seven (7) days of the entry of this Decree, Defendants will post the Policy at Defendant Suffolk Laundry's facilities in a location that is visually accessible to and commonly frequented by its employees.

13. Defendants will provide a copy of the Policy to all employees hired at Suffolk Laundry after the entry of this Decree within seven (7) days of the employee's start date.

14. Within fourteen (14) days of the entry of this Decree, Defendants will send EEOC written verification that Defendants distributed and posted the Policy in the manner outlined in paragraphs 11 and 12 of this Decree, as well as a list of employees who received a copy of the Policy and the date(s) on which they received the Policy pursuant to paragraph 11. On the first anniversary date of the entry of this Decree, Defendants will send EEOC written verification that the Policy has been made available to all new employees and distributed in the manner outlined in paragraph 13 of this Decree.

15. Within seven (7) days of the entry of this Decree, Defendants will conspicuously display and maintain EEO posters in English and Spanish at Defendant Suffolk Laundry's facilities in locations visually accessible to and commonly frequented by its employees.

16. Within seven (7) days of the entry of this Decree, Defendant will post the "Notice of Lawsuit and Settlement," attached as Exhibit B, at Defendant Suffolk Laundry's facilities in locations visually accessible to and commonly frequented by its employees.

17. Within fourteen (14) days of the entry of this Decree, Defendants will send EEOC written verification of when and where the postings required by paragraphs 15 and 16 of this Decree have been displayed. On the first anniversary date of the entry of this Decree, Defendants will send EEOC written verification that the postings required by paragraphs 12, 15, and 16, are still displayed as required by this Decree.

D. TRAINING

18. Within twenty-one (21) days of the entry of this Decree, and annually thereafter, Defendants will provide all Suffolk Laundry employees, including supervisory and management

employees, non-supervisory employees, and administrative staff with no fewer than one (1) hour of training on federal and New York state laws prohibiting discrimination in employment, with a special emphasis on laws prohibiting discrimination on the basis of sex and training on Defendant's Policy. All future employees hired during the period of this Decree will be given the training within a year of being hired.

19. Within twenty-one (21) days of the entry of this Decree, and annually thereafter, Suffolk Laundry's owners, managers, and supervisors will receive, in addition to the training identified in paragraph 18, one (1) more hour of management training focusing on identifying and preventing sexual harassment and retaliation, and receiving and investigating complaints of sexual harassment and retaliation.

20. All of the training described in this Section will be provided in English and Spanish and must meet the following criteria:

- a. The training will be conducted by Glenn Franklin, Esq., of Franklin Gringer & Cohen, P.C. (with a Spanish interpreter where necessary).
- b. The content of the training is set forth in Exhibit C.
- c. Defendants will maintain attendance records identifying in legible form the name and job title of the attendees at each session and also containing the signature of each attendee, as well as copies of all training materials presented. Annually, on the anniversary date of this Decree, Defendant will provide these records to EEOC.

E. DISCIPLINARY WARNING

21. Within seven (7) days of the entry of this Decree, Defendants will issue a disciplinary warning to Rajindra Singh documenting that complaints of sexual harassment involving inappropriate comments and touching were made against him. The warning will also

state that Defendants will terminate Singh's employment if any future substantiated complaints of sexual harassment are made against Singh by any employee. A copy of the warning issued to Singh will be provided to EEOC.

F. MONETARY RELIEF

22. Defendants will pay the total sum of \$582,000.00 in compensatory damages to the Claimants and Intervenor Plaintiffs as set forth in Exhibit D, which is filed under seal. This includes attorneys' fees and costs for the Intervenor Plaintiffs. The monies will be paid as follows: a) Defendants will pay \$300,000.00 within 30 days of the Court's execution of the Decree; and b) Defendants will pay the balance of \$282,000.00 within six months of the Court's execution of the Decree.

23. In consideration of EEOC's and Intervenor Plaintiffs' agreement to accept payments over time as stated herein, Walter Sullivan hereby grants to EEOC and Intervenor Plaintiffs his personal guaranty of the foregoing payments, to be paid by him from his personal assets in the event any of the foregoing payments is not made timely by Suffolk Laundry. Walter Sullivan hereby consents to the jurisdiction of this court for the purpose of enforcing this guaranty and any disputes thereunder and acknowledges that it is enforceable fully as to all outstanding payments, without further notice or action of any kind, in the event any of the foregoing payments is not made timely by Suffolk Laundry.

24. Should Plaintiff EEOC and/or the Intervenor Plaintiffs be required to bring a legal proceeding because of Suffolk Laundry's or Walter Sullivan's failure to make any of the payments, the prevailing party shall be entitled to attorneys' fees and costs.

25. Defendants will make all payments to Intervenor Plaintiffs by certified bank check payable to LatinoJustice PRLDEF who will be responsible for distributing funds to the Intervenor Plaintiffs. Defendants will also issue an IRS 1099 form to LatinoJustice PRLDEF who will in turn issue each of the Intervenor Plaintiffs corresponding 1099 forms. The checks and IRS forms for Intervenor Plaintiffs will be hand-delivered or sent by express overnight mail to Rosanna Rosado, Chief Financial Officer at LatinoJustice PRLDEF at 99 Hudson Street, 14th Floor, New York, NY 10013-2815. Intervenor Plaintiffs will be responsible for the payment of any taxes owed by them, respectively, on any payments received pursuant to this Decree.

26. Defendants will make all payments to Edith Cruz by certified bank check payable directly to Cruz. Defendants will also issue an IRS 1099 to Edith Cruz. The checks and IRS forms issued to Cruz will be mailed to her address as shown in Exhibit D by express overnight mail. Cruz will be responsible for the payment of any taxes owed by her on any payments received pursuant to this Decree.

27. Defendants will simultaneously forward a copy of the checks and IRS forms by e-mail to “Consent Decree Monitor” at decreemonitor.nydo@eoc.gov, or by mail to the attention of Consent Decree Monitor at Equal Employment Opportunity Commission, 33 Whitehall Street, 5th Floor, New York, New York, 10004, and to adela.santos@eoc.gov.

G. MONITORING

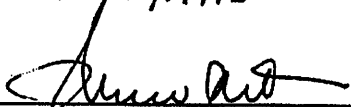
28. Every six (6) months, beginning six (6) months from the entry of this Decree, Defendants will forward to EEOC any complaints or reports of sex harassment they receive, either formal or informal, including the identity of the parties involved, a summary of the steps

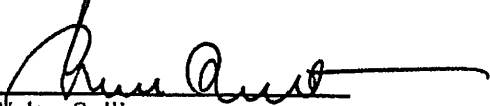
taken to investigate, the results of the investigation, and any action taken as a result of the complaint.

29. EEOC may monitor compliance with this Decree by inspection of Defendant Suffolk Laundry's premises and records, through interviews with employees and managers, and through attendance at any of the training sessions described in paragraphs 18 and 19 above.

H. DURATION OF CONSENT DECREE AND RETENTION OF JURISDICTION

30. This Decree will remain in effect for three (3) years from the date of entry. This case may be administratively closed but will not be dismissed. The Court retains jurisdiction to enforce the Decree. The Decree will expire by its own terms at the end of the three-year period, without further action required by the parties or the Court, unless the duration of this Decree has been extended or an enforcement action is pending.

Dated: 11/17/15

Walter Sullivan
As Owner and President of Suffolk Laundry Services, Inc.

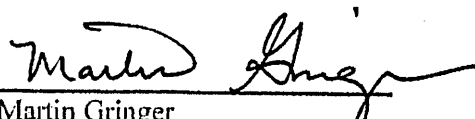

Walter Sullivan
As Guarantor in His Individual Capacity

Sworn before me this 17th day of November, 2015


NOTARY PUBLIC

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NOTARY PUBLIC, State of New York
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Commission Expires Jan. 13, 2016

Dated: 11/18/15
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Counsel for Defendants

Dated: 11/25/2015

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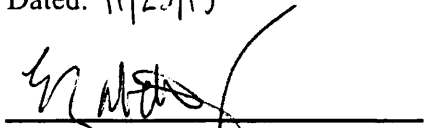
Dated: 11/24/2015



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Dated: 11/23/15


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Counsel for Intervenor-Plaintiffs

SO ORDERED:

Hon. Margo K. Brodie, U.S.D.J.

Date: