



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Consent Decrees

Labor and Employment Law Program

4-24-2013

EEOC v. Presrite Corporation

Judge Patricia A. Gaughan

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/condec>

Thank you for downloading this resource, provided by the ILR School's Labor and Employment Law Program. [Please help support our student research fellowship program with a gift to the Legal Repositories!](#)

This Article is brought to you for free and open access by the Labor and Employment Law Program at DigitalCommons@ILR. It has been accepted for inclusion in Consent Decrees by an authorized administrator of DigitalCommons@ILR. For more information, please contact catherwood-dig@cornell.edu.

If you have a disability and are having trouble accessing information on this website or need materials in an alternate format, contact web-accessibility@cornell.edu for assistance.

EEOC v. Presrite Corporation

Keywords

EEOC, Presrite Corporation, 1:11-cv-00260, Consent Decree, Disparate Treatment, Hiring, Sex, Female, Manufacturing, Employment Law, Title VII

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	Case No. 1:11-cv-00260
Plaintiff,)	
)	Judge Patricia A. Gaughan
v.)	
)	
PRESRITE CORPORATION,)	
)	
Defendant.)	
_____)	

CONSENT DECREE

INTRODUCTION AND FINDINGS

On, February 4, 2011 the U.S. Equal Employment Opportunity Commission (“Commission” or “EEOC”) filed this action against Defendant Presrite Corporation alleging that Defendant has engaged in a pattern or practice of gender discrimination against female job applicants in violation of Title VII of the Civil Rights Act of 1964 (“Title VII”). EEOC also alleged that Defendant engaged in a record-keeping violation. Defendant denies any violation of Title VII or any wrong doing.

EEOC and Defendant enter into this Consent Decree to resolve this action and all claims asserted in EEOC’s Complaint and to promote and effectuate the purposes of Title VII.

The Court finds that it has jurisdiction over the subject matter of this action and the parties for purposes of the action, entry of the Consent Decree, and all proceedings related to the Consent Decree.

The Court, having examined the terms and provisions of the Consent Decree, further finds that it is reasonable and just in accordance with the Federal Rules of Civil Procedure and

Title VII.

The Court finds that entry of this Consent Decree will further the objectives of Title VII and will be in the best interests of the parties, those for whom the EEOC seeks relief, and the public.

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

DEFINITIONS

- A. “Defendant” means Presrite Corporation and its predecessors, successors, assigns, agents, and entities in active concert.
- B. “Commission” or “EEOC” is the U.S. Equal Employment Opportunity Commission, an agency of the United States Government.
- C. The term “hire” or “hiring” refers to the filling of a job opening with an individual who is new to the Company or is an employee of the company but new to the job title she or he has sought.
- D. “Eligible Claimants” or “Eligible Claimant” means all persons who: are female; sought employment with Defendant (either directly or through an employment agency) any time from April 18, 2007 through the date of entry of this Decree; and sought employment in any position defined as a Laborer or Operative position, or circumstances demonstrate to EEOC that they were otherwise considered by Defendant as potential candidates for a Laborer or Operative position; were of legal age to work in the position(s) in question; were not selected for those positions by Defendant; and did not reject a bona fide offer of employment with Defendant.
- E. “Hiring authority” or “hiring authorities” refers to personnel of Defendant or any third-party who participate in selection decisions related to screening, interviewing and/or hiring of job applicants, as well as any managerial personnel with a direct or successively higher supervisory

role over such hiring authorities.

F. "Day" or "days" means calendar days.

GENERAL PROVISIONS AND COURT ENFORCEMENT POWERS

1. This Decree constitutes full discharge and satisfaction of all claims which were alleged in the Complaint filed in this Title VII action by the EEOC based on EEOC's Determination regarding the Charge of Discrimination by former EEOC Commissioner Christine Griffin.

2. EEOC and Defendant shall bear their own attorney's fees and costs incurred in connection with this action.

3. This Court shall retain jurisdiction to enforce the terms of this Decree and will have all available powers to enforce this Decree, including but not limited to monetary sanctions and injunctive relief.

GEOGRAPHIC SCOPE AND DURATION OF DECREE

4. This Decree shall apply to Defendant's Jefferson, East 78th Street, and Bessemer facilities.

5. This Decree shall become effective on the date of its entry by the Court and shall remain in effect until its expiration date, which shall be three (3) years after the date of its entry by the Court.

INJUNCTION

6. Defendant, its officers, agents, servants, employees, successors in interest and all persons acting in concert or on their behalf are enjoined and restrained from engaging in any employment practice that discriminates against its job applicants and employees on the basis of gender in violation of Title VII. Such enjoined and restrained practices include, but are not limited to: (a) subjecting female job applicants to discrimination in the recruiting or hiring process because of

their gender; and (b) failing to hire female job applicants, unless such failure to hire is based on a legitimate non-discriminatory reason

7. Defendant, its officers, agents, servants, employees, successors in interest and all persons acting in concert or on their behalf are required to preserve and retain all applications, application materials (e.g., resumes, letters, inquiries), communications between Defendant and any employment agency regarding recruiting or placement or other employment matters, and any other materials which reflect all information provided to Defendant regarding job applicants for the duration of this Decree. All paper application materials described in this paragraph must be retained in their original form.

8. Defendant, its officers, agents, servants, employees, successors in interest and all persons acting in concert or on their behalf are required to create and maintain Job Descriptions for all Laborer and Operative positions at all facilities which accurately describe all job qualifications. As used in this Decree, the phrase "job qualifications" means all qualities that an applicant must have to be hired. The Job Descriptions described in this paragraph shall be maintained and updated, if necessary, for the duration of this Decree and shall be provided to all employment agencies with whom Defendant does business. Defendant will transmit the Job Descriptions described in this paragraph to each such employment agency with a cover letter stating that: (1) the Job Descriptions enclosed were prepared in compliance with this Decree; (2) any Job Descriptions previously provided by Defendant should be disregarded; and (3) Defendant does not require, nor authorize, the administration of any tests to applicants seeking employment with Defendant and specifically advises the employment agencies to conduct no tests on applicants seeking employment with Defendant. Presrite's labor and operative job descriptions have been

provided to EEOC before execution of this Decree.

9. Defendant, its officers, agents, servants, employees, successors in interest and all persons acting in concert or on their behalf are required to create and maintain complete applicant flow logs that include the following information as attached in the Applicant Flow Log, attached at Attachment B, including: date of application; first and last name; address; race; gender; position applied for if applicable; disability or veteran status; source of referral if applicable; status (i.e. whether the applicant was hired, refused the position; not qualified; other candidate selected; etc.). All persons who seek employment and/or inquire about employment with Defendant will be listed on Defendant's applicant flow logs and will include all persons referred, or suggested, for employment by any employment agency. Defendant's applicant flow logs will be prepared and saved electronically in Excel format and will include sortable fields which collect, at a minimum, the information described in this paragraph about each applicant. Defendant will prepare and maintain complete applicant flow logs in electronic form for the duration of this Decree.

10. Defendant, its officers, agents, servants, employees, successors in interest and all persons acting in concert or on their behalf are hereby enjoined and restrained from engaging in any employment practice that discriminates against any of their employees or job applicants who oppose any practice made unlawful by Title VII. Defendant is further enjoined and restrained from engaging in any employment practice that discriminates against any job applicant, employee or other person because he or she made a charge, or participated, testified or assisted the Commission in any manner, or sought or received relief in this action, the administrative proceedings preceding this action, or in any other proceeding under Title VII.

MONETARY RELIEF

11. Within ninety (90) days of entry of this Decree, Defendant shall pay seven hundred thousand US dollars (\$700,000) in monetary relief into a Qualified Settlement Fund account (“QSF”) to be established and administered by a third-party settlement claims administrator (“Administrator”), discussed below. The monetary relief shall be payable to Eligible Claimants who the EEOC has determined were subjected to discrimination because of gender in the form alleged in EEOC’s Complaint at any time during the period from April 18, 2007 until the entry of this Decree. Defendant shall notify EEOC after it has completed payment into the QSF.

12. Distribution of monetary relief to EEOC’s Eligible Claimants shall be made by the Administrator in accordance with a claims process and eligibility criteria to be determined by EEOC in consultation with the Administrator. All distributions of monetary relief to and among Eligible Claimants will be determined by the EEOC. Defendant shall not have any participation or role in determining the identities of Eligible Claimants or amounts payable to such persons.

13. EEOC shall use the following minimum criteria to identify persons to receive monetary awards regarding its hiring discrimination claim: persons who (a) are female; (b) sought employment with Defendant (either directly or through an employment agency) any time from April 18, 2007 through the date of entry of this Decree; (c) sought employment in any position defined as a Laborer or Operative position, or circumstances demonstrate to EEOC that they were otherwise considered by Defendant as potential candidates for a Laborer or Operative position; (d) were of legal age to work in the position(s) in question; (e) were not selected for those positions by Defendant; and (f) did not reject a bona fide offer of employment with Defendant.

14. EEOC shall have two (2) years after entry of this Decree within which payments may be made to Eligible Claimants from the QSF.

CLAIMS ADMINISTRATOR

15. In accordance with 26 C.F.R. §1.468B-1(c)(1), the Court, by this provision and the Decree, approves the establishment of a Claim Fund as a Qualified Settlement Fund (QSF) administered by Settlement Services, Inc. – 2032D Thomasville Road, Tallahassee, Florida 32308, a qualified third-party settlement administrator that was selected by the parties before entry of the Decree. This QSF, in accordance with §1.468B-1(c)(2) is established to help resolve or satisfy one or more contested claims that have resulted or may result from an event or related series of events that have occurred and have given rise to one or more claims by EEOC asserting Defendant's liability arising out of alleged violations of law. Lastly, under §1.468B-1(c)(3), the QSF ordered established by the provision of this Decree, shall be segregated from other assets of the transferor, Defendant Presrite Corporation.

16. The QSF, and payments made from the QSF, shall be administered by the settlement claims administrator ("Administrator"). Upon entry of this Decree, the Administrator shall commence its duties in accordance with this Decree and instructions received from EEOC. If either party determines that the Administrator cannot perform its duties in a proficient manner or at reasonable cost in light of the work required to be performed under this Decree, the rates quoted by the Administrator prior to entry of this Decree, and the availability of other potential Administrators that may be more cost-effective, either party may file a motion with the Court for appointment of a new Administrator. Prior to filing such motion, the parties shall confer in a

good faith effort to identify a new Administrator satisfactory to both parties for presentation to the Court.

17. Payments to Claimants from the QSF shall be for compensatory damages and the QSF shall be responsible for issuing to each Claimant to whom the QSF issues payment an IRS Form 1099-MISC for the year in which payment is made, as required by law, directed to the same address to which payment was sent.

18. The Administrator shall provide the following services pursuant to this Decree:

- (a) using parameters approved by EEOC, assist in identification of Eligible Claimants;
- (b) locating and corresponding with such persons;
- (c) receiving and processing telephone and written inquiries from potential Eligible Claimants;
- (d) tracking data regarding potential Eligible Claimants and payments made from the QSF;
- (e) verification of information received from potential Eligible Claimants and evaluation of documentation received;
- (f) issuing payment to Eligible Claimants from the QSF and tracking and accounting for all undeliverable payments;
- (g) periodic reporting of activities to EEOC;
- (h) conferring with EEOC regarding administration of the QSF; and
- (i) any other duties that EEOC reasonably determines are necessary to administer the QSF.

19. Defendant shall pay all expenses of the Administrator (or any subsequently appointed Administrator) incurred in the course of carrying out its duties under this Decree.

20. Defendant shall provide the Administrator with all information and documents necessary to carry out its functions.

OFFERS OF EMPLOYMENT TO AGGRIEVED PERSONS

21. During the three (3) year duration of this Decree as job vacancies become available at Defendant's facilities, Defendant shall offer employment to not less than forty (40) female job applicants who sought employment with Defendant during the period from April 18, 2007 through the date of entry of this Decree that EEOC identifies as Eligible Claimants who, during the claims process, have expressed an interest in receiving an offer of employment from Defendant. The forty (40) female job offers shall be distributed among Defendant's facilities as Presrite sees fit, as openings occur, and/or as job applications so dictate. Defendant shall make offers to eligible persons for the job titles that they previously sought, if applicable. Such persons shall be given priority consideration and shall be offered employment before any current applicants. EEOC shall provide a listing of Eligible Claimants to Defendant which shall contain their full names, last known addresses, last known telephone numbers, and job titles they sought.

22. Defendant may require the Eligible Claimants on the listing(s) to submit an updated job application or resume and may interview the Eligible Claimants prior to extending offers of employment. Defendant may select among any persons on the listing(s) provided by EEOC.

23. In each of their semi-annual reports to EEOC described below, Defendant shall report the names of all Eligible Claimants on EEOC's listing who, during that reporting period, were offered employment, the job title and location of the positions that they were offered, whether

the offers were accepted or rejected, and, in the event Defendant determines that one or more Eligible Claimants whose names appear on an EEOC listing is not qualified for the job titles sought, Defendant shall notify EEOC of the names of such persons and the reason(s) they were deemed unqualified.

24. Defendant shall make all good faith, reasonably necessary efforts to find female candidates to fill vacancies in Laborer and Operative positions.

25. Reporting to EEOC: For the duration of this Decree, Defendant shall report to EEOC the following information pertaining to the six month period immediately preceding the report on a semi-annual basis beginning June 30, 2013 and shall produce the Applicant Flow Logs maintained pursuant to this Decree: (i) a summary setting forth, separately for job site/location, the total number of applicants for all Laborer positions and, within each job title, the total number of female applicants and the total number of male applicants; (ii) a summary setting forth, separately for job site/location, the total number of applicants for all Operative positions and, within each job title, the total number of female applicants and the total number of male applicants; (iii) a summary setting forth, separately for each location, the total number of new hires for each job title and, within each job title, the total number of female new hires and the total number of male new hires for Labor and Operative positions.

DISCRIMINATION PREVENTION MEASURES:
DECREE COMPLIANCE AND OTHER EEO TRAINING

26. Defendant will provide not less than four (4) hours of training to all human resources personnel and all hiring authorities concerning the content of this Consent Decree. All training described in this paragraph shall be provided by David R. Knowles, Wegman, Hessler & Vanderburg – 6055 Rockside Woods Boulevard, Suite 200, Cleveland, Ohio 44131. Within

ninety (90) days of such training, a list of the names, job titles, and work locations of attendees and all written materials from the training shall be submitted to EEOC counsel of record for review.

RECORD-RETENTION REQUIREMENTS

27. For the duration of this Decree Defendant shall retain the records described in this Decree. Further, Defendant will retain and provide to EEOC as soon as practicable upon demand, any and all documents or data made or kept under the Decree.

28. Defendant shall comply with all applicable record-keeping requirements of Title VII and the Commission's regulations, including but not limited to, 29 C.F.R. Parts 1602 and 1607.

29. On an annual basis throughout the operation of this Decree, Defendant shall conduct reasonable auditing of its record-retention practices to ensure compliance with this Decree. Defendant shall cure any non-compliance found and promptly report such non-compliance to EEOC in writing.

NOTICE TO BE POSTED

30. Within thirty (30) days of entry of this Decree, Defendant shall post copies of the Notice attached as Attachment A in a conspicuous location at the covered facilities at all places where employee notices are posted and applications are collected. The Notice shall be posted for a period of three (3) years.

SUBMISSION OF REPORTS AND NOTICES TO EEOC

31. All notifications and reports required under this Decree shall be made in writing and shall be sufficient if hand-delivered or sent by express or regular mail to Jeffrey A. Stern, Senior Trial Attorney, Equal Employment Opportunity Commission, AJC Federal Building, 1240 East Ninth

St., Ste. 3001, Cleveland, OH 44199. All reports shall be verified by oath or under penalty of perjury.

DISPUTE RESOLUTION AND COMPLIANCE

32. Upon motion of the Commission, this Court may schedule a hearing for the purpose of reviewing compliance with this Consent Decree. Prior to such motion, the Commission shall notify Defendant, in writing, of the alleged non-compliance. Upon receipt of written notice, Defendant shall have fifteen (15) days to either correct the alleged violation, and so inform the Commission, or deny the alleged violation, in writing;

- (a) If the parties remain in dispute they shall attempt in good faith to resolve their dispute;
- (b) If the parties cannot resolve their dispute in good faith, the Commission may file a motion with the Court seeking remedies for the alleged non-compliance and for Defendants to show cause why they should not be found in contempt;
- (c) Each party shall bear its own costs, expenses and attorney's fees incurred in connection with such motion; and
- (d) Jurisdiction to resolve any dispute arising under this Decree resides in the United States District Court for the Northern District of Ohio (Eastern Division).

IT IS AGREED:

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

P. DAVID LOPEZ
General Counsel

JAMES L. LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel


DEBRA M. LAWRENCE
Regional Attorney
EEOC-Philadelphia District Office
City Crescent Building, 3rd Floor
10 S. Howard St.
Baltimore, MD 21201
Tel (410) 209-2734
Fax (410) 962-4270

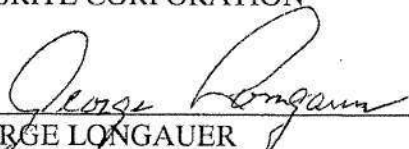

KATE NORTHRUP
Supervisory Trial Attorney
Baltimore Field Office
Tel (410) 209-2722
Fax (410) 962-4270

JEFFREY A. STERN
Senior Trial Attorney
EEOC-Cleveland Field Office

MELANIE PETERSON
KEYANA LAWS
Trial Attorneys
EEOC-Philadelphia District Office

Dated: 4/23/13

PRESRITE CORPORATION


GEORGE LONGAUER
Executive Vice President and
Chief Financial Officer

Dated: 4-22-13


NICHOLAS D. SATULLO
CHRISTINE SANTONI
STEPHANIE S. HATHAWAY
REMINER CO., L.P.A.
101 Prospect Avenue West, Ste. 1400
Cleveland, OH 44115-1093
Tel. (216) 687-1311
Fax (216) 687-1841

Counsel for Presrite Corporation

SO ORDERED:

/s/ Patricia A. Gaughan
HONORABLE PATRICIA A. GAUGHAN
United States District Court Judge

Dated: April 24, 2013

PRESRITE CORPORATION

PRODUCTION PRESS FORGINGS
3665 EAST 78th STREET • CLEVELAND, OHIO 44105
TELEPHONE: 216/441-5990
www.presrite.com • MAIN FAX: 216/441-2644



Notice to Applicants, Employers and Temporary Workers

It is unlawful employment practice for an employer:

To refuse to hire or otherwise discriminate against a person because of his/her race, national origin, sex, color, religion, age (over 40), pregnancy, disability (as defined by the American with Disabilities Act) or retaliate because of his/her protected activities.

Presrite and its employees will not engage in any type of illegal discrimination. **Presrite and its employees will not and do not retaliate** in any manner against any person because of opposition to any practice declared unlawful under the federal anti-discrimination laws. **Presrite** is an Equal Opportunity Employer.

Any applicant, employee, or temporary employee has the right, and is encouraged to exercise the right, to report allegations of employment discrimination in the workplace. Reports of discrimination may be made to Presrite management (216) 206-3420 and/or to the EEOC. EEOC may be reached as (216) 522-2001, (TTY 1-800-669-6820) or 1-800-669-4000 and additional information about EEOC is available at www.eeoc.gov.



George Prucha
Director, Human Resources
Presrite Corporation

3-20-13
Date

