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United States Equal Employment Opportunity Commission, Plaintiff, v. Jetson Midwest Mailers, Inc., Defendant.

Judge John A. Nordberg

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United States Equal Employment Opportunity Commission, Plaintiff, v. Jetson Midwest Mailers, Inc., Defendant.

Keywords

United States Equal Employment Opportunity Commission, Jetson Midwest Mailers Inc., 01 C 2119, Consent decree / Settlement, Disparate Treatment, Constructive Discharge, Disability - Regarded as Having a Disability, Service, Employment Law, ADA

Original

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

UNITED STATES EQUAL EMPLOYMENT)
OPPORTUNITY COMMISSION,)
)
Plaintiff,)
)
v.)
)
JETSON MIDWEST MAILERS, INC.)
)
Defendant,)

Civil Action No. 01 C 2119
Judge John A. Nordberg
Magistrate Judge Nolan

DOCKETED
DEC 19 2001

CONSENT DECREE

THE LITIGATION

1. Plaintiff Equal Employment Opportunity Commission (the "EEOC") filed this action alleging that Defendant, Jetson Midwest Mailers, Inc. ("Defendant" or "Jetson"), violated Title I of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12101 *et seq.* ("ADA"). Specifically, the EEOC alleged that Jetson violated Sections 102(a), (b)(1) and (b)(6) of the ADA by wrongfully terminating Cassandra Brooks, the charging party, because it perceived her to have a disability within the meaning of the ADA.

2. In the interest of resolving this matter, and as a result of having engaged in 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 contained in this Decree shall be construed as an admission with respect to any of the claims of the suit.

FINDINGS

3. Having carefully examined the terms and provisions of this Decree, and based on the

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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. All conditions precedent to the institution of this lawsuit have been fulfilled.

c. The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of the parties, Ms. Brooks, and the public interest are adequately protected by this Decree.

d. 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, Ms. Brooks, and the public.

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

NON-DISCRIMINATION

4. Jetson, its officers, agents (including management personnel), successors, and assigns are permanently enjoined from engaging in any employment practice which discriminates on the basis of disability or perceived disability.

5. Defendant shall implement a written policy regarding employee leaves, including sick leaves and disability leaves, which complies with the ADA.

NON-RETALIATION

6. Jetson, 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 the ADA, filed a Charge of Discrimination under the ADA, testified or participated in any manner in any investigation, proceeding, or hearing under the ADA, or asserted any rights under this Decree

TRAINING

7. During each of the two (2) years covered by this Decree, all Defendant's managers and supervisors shall participate in an annual training session: 1) designed and conducted by an outside consultant/lecturer ("trainer") approved by the EEOC, or 2) designed by such an outside trainer and conducted by Defendant's manager(s) or human resources personnel. The registry of attendance shall be retained by Jetson for the duration of the Consent Decree.

8. Jetson shall use an outside trainer whom it chooses to design, or design and conduct, the training. The trainer must be approved in writing by the EEOC before the training is designed or conducted. Jetson shall submit the name, address, telephone number, resume and training proposal of the proposed trainer, together with the date(s) of the proposed training session to the EEOC at least thirty (30) calendar days prior to the proposed date(s) of training. The EEOC shall have fifteen (15) 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 Jetson's designated trainer, Jetson shall have ten (10) calendar days to identify an alternate trainer. The EEOC shall have ten (10) 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 Jetson's alternate trainer, the EEOC shall designate the trainer to be retained and paid for by Jetson.

9. Upon the EEOC's request, Jetson agrees to provide the EEOC with any and all copies of pamphlets, brochures, outlines or other written material(s) provided to the participants of the training session(s).

10. Jetson shall certify to the EEOC in writing with five (5) business days after the trainings have occurred that the trainings have taken place and that the required personnel attended. Such certification shall include: (i) the date, location and duration of the training; and (ii) the name

and position of each person in attendance. The certification for the training shall also include a listing of all current managers and supervisors as of the date of the training.

MONETARY RELIEF

11. Within five (5) business days after entry of this Decree, the EEOC will mail to Cassandra Brooks a copy of the Release Agreement attached as Exhibit A, and a copy of the letter attached as Exhibit B to this Decree.

12. Within five (5) business days after receipt by the EEOC of the signed Release Agreement, the EEOC shall mail the Release Agreement to Jetson.

13. Within five (5) business days after receipt by Defendant of the signed Release Agreement, Jetson shall issue and mail by certified mail to Ms. Brooks, a check payable to the order of Cassandra Brooks in the amount of *thirty-two thousand and five hundred* dollars (\$32,500.00), in settlement for damages claimed in this case. The EEOC shall provide Defendant with current address for Ms. Brooks.

POSTING OF NOTICE

14. Within five (5) business days after entry of this Decree, Jetson shall post a same-sized copy of the Notice attached as Exhibit C to this Decree at its facility in Bridgeview, Illinois, in a conspicuous location easily accessible to and commonly frequented by employees. The Notice shall remain posted for two (2) years from the date of entry of this Decree. Jetson shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Jetson shall certify to the EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted. Jetson shall permit a representative of the EEOC to enter Jetson's premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice.

RECORD KEEPING

15. For a period of two (2) years following entry of this Decree, Jetson shall maintain and make available for inspection and copying by the EEOC records (including name, social security number, address, telephone number) of each Jetson employee who is terminated, suspended or otherwise disciplined: a) while on leave for illness, disability or perceived disability, b) within thirty (30) days after a request for such leave, (c) within thirty (30) days after an employee returns to work after such leave, or (d) because of a request for such leave. With respect to these employees, Jetson shall maintain and make available for inspection and copying by the EEOC the name of the manager or managers who made the decision to terminate or discipline the employee and the reason(s) for the termination or discipline.

16. Jetson shall make all documents or records referred to in Paragraph 15, above, available for inspection and copying within five (5) business days after the EEOC so requests. In addition, Jetson shall make available 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 Jetson's premises for such purposes on five (5) business days advance notice by the EEOC.

17. Nothing contained in this Decree shall be construed to limit any obligation Jetson may otherwise have to maintain records under the ADA or any other law or regulation.

REPORTING

18. Jetson 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. A summary of the information collected pursuant to Paragraph 15, above, during the preceding six months; and
- b. A certification by Jetson that the Notice required to be posted in Paragraph 14, above, remained posted during the entire six (6) month period preceding the report.

DISPUTE RESOLUTION

19. 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 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

20. 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 disputes under Paragraph 19, 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

21. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of Jetson.
22. When this Decree requires the submission by Jetson of reports, certifications, notices,

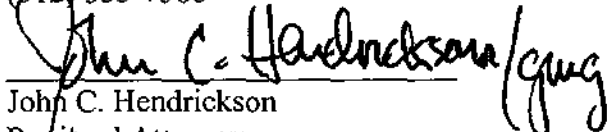
or other materials to the EEOC, they shall be mailed to: Jetson Settlement, c/o John A. Knight, Trial Attorney, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois, 60661. When this Decree requires submission by the EEOC of materials to Jetson, they shall be mailed to: Julie J. Furer, SchiffHardin & Waite, 6600 Sears Tower, Chicago, IL 60606.

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


Nicholas M. Inzeo
Acting Deputy General Counsel

Gwendolyn Young Reams
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EQUAL EMPLOYMENT OPPORTUNITY
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500 West Madison Street
Suite 2800
Chicago, Illinois 60661
(312) 353-7568



John C. Hendrickson
Regional Attorney


Gregory M. Gochandur
Supervisory Trial Attorney


John A. Knight
Trial Attorney

DATE: December 17, 2001

For JETSON MIDWEST MAILERS, INC.:


Julie J. Furer
Schiff, Hardin & Waite
6600 Sears Tower
Chicago, IL 60606

ENTER:



The Honorable John A. Nordberg
United States District Judge

EXHIBIT A

RELEASE AGREEMENT

I, Casandra Brooks, for and in consideration of the sum of \$32,500.00, payable to me pursuant to the terms of the Consent Decree entered by the Court in EEOC v. Jetson Midwest Mailers, Inc., No. 01 C 2119 (N.D. Ill.), on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, remise, acquit, and discharge Jetson Midwest Mailers, Inc. ("Jetson"), and all past and present shareholders, officers, agents, employees, and representatives of Jetson, as well as all successors and assignees of Jetson, from any and all claims and causes of action of any kind which I now have or ever have had under Title I of the Americans with Disabilities Act of 1990, as amended ("ADA"), 42 U.S.C. § 12101 *et seq.* as a result of or arising from the subject matter and claims which were or which could have been asserted in EEOC v. Jetson Midwest Mailers, Inc., No. 01 C 2119.

Date

Cassandra Brooks

EXHIBIT B

_____, 2001

XXXXXXXXXX
XXXX St.
XXXXX, XX XXXXX

Re: EEOC v. Jetson Midwest Mailers, Inc.
No. 01 C 2119 (N.D. Ill.)

Dear Ms. Brooks:

A Consent Decree resolving the above-referenced lawsuit was signed by the parties and entered by the Court on _____, 2001. Pursuant to the terms of the Consent Decree, enclosed you will find a copy of a Release to be signed by you.

In order to obtain any monetary relief under the Consent Decree in this case, you must sign the Release and return it to me. Please mail the signed Release to me as soon as possible at the following address:

John A. Knight
Equal Employment Opportunity Commission
500 West Madison Street
Suite 2800
Chicago, Illinois 60661

I have enclosed a pre-addressed envelope for your convenience. You may, of course, wish to make and keep a copy of the signed Release for your own records.

If you have any questions about the Release or cannot sign and return the enclosed documents within fourteen days, please contact me at (312) 353-7726.

Sincerely,

John A. Knight
Trial Attorney

Encs.

EXHIBIT C

NOTICE TO ALL JETSON EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC v. Jetson Midwest Mailers, Inc., No. 01 C 2119 (N.D. Ill.), settling a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Jetson Midwest Mailers, Inc. ("Jetson").

In its suit, the EEOC alleged that Jetson violated the American with Disabilities Act of 1990 ("ADA").

To resolve the case, Jetson and the EEOC have entered into a Consent Decree which requires, among other things, that:

- 1) Jetson will implement a policy regarding employee leaves, including sick leave and disability leaves, which complies with the ADA.
- 2) Jetson will pay monetary relief representing damages to a former employee;
- 3) Jetson will not discriminate on the basis of disability or perceived disability;
- 4) Jetson will not retaliate against any person because she or he opposed any practice made unlawful by the ADA, filed an ADA charge of discrimination, participated in any ADA proceeding, or asserted any rights under the Consent Decree.

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

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

This Notice must remain posted for two years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to: Jetson Settlement, EEOC, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661.

Date

The Honorable John A. Nordberg
United States District Judge