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## EEOC v. Walsh Construction Company of Illinois

Judge Arlander Keys

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## EEOC v. Walsh Construction Company of Illinois

### Keywords

EEOC, Janice Lenoir, Walsh Construction Company of Illinois, 03 C 3601, Consent Decree, Sexual Harassment, Sex, Female, Construction, Employment Law, Title VII

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

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION, )

Plaintiff, )

and )

JANICE LENOIR, )

Plaintiff-Intervenor, )

vs. )

WALSH CONSTRUCTION COMPANY )  
OF ILLINOIS, and WALSH/II IN ONE )  
JOINT VENTURE, )

Defendants. )

Case No: 03 C 3601

Magistrate Judge Keys

**CONSENT DECREE**

The Equal Employment Opportunity Commission (hereafter the "Commission" or the "EEOC"), filed this action against Walsh Construction Company of Illinois, and Walsh/II in One Joint Venture, under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq. ("Title VII"). Janice Lenoir later intervened as a party Plaintiff. Plaintiffs have alleged that Defendants failed to take prompt and effective action in regard to harassment of Janice Lenoir based on her sex.

The parties have determined to finally resolve this action through the entry of this Consent Decree.

Findings

Having carefully examined the terms and provisions of this Consent Decree, the Court finds the following:

1. This Court has jurisdiction of this case pursuant to 28 U.S.C. §§451, 1331, 1337, 1343, and 1345. This action is authorized and instituted pursuant to Sections 706(f)(1) and (3) of Title VII, 42 U.S.C. § 2000e-5(f)(1) and (3).

2. This Court has jurisdiction over the parties.

3. The terms and provisions of this Consent Decree are adequate, fair, reasonable, equitable and just. This Consent Decree resolves all claims alleged by the EEOC in its Complaint and by Janice Lenoir in her Intervening Complaint. The rights of the parties and the interests of the public are adequately protected by this Consent Decree.

4. This Consent Decree conforms with the Federal Rules of Civil Procedure and Title VII, and is not in derogation of the rights and privileges of any person. The entry of this Consent Decree will further the objectives of Title VII.

WHEREFORE, upon the consent of the parties, IT IS ORDERED, ADJUDGED AND DECREED:

5. This Consent Decree shall apply to the job sites and facilities in Chicago, Illinois of Walsh Construction Company of Illinois (hereafter referred to as "Defendant."). The Court and the parties have been advised that Walsh/II in One Joint Venture has gone out of business.

**Injunction Against Harassment**

6. Defendant and its managers, supervisors, officers, directors and agents, are enjoined from engaging in sexual harassment or harassment based on sex and from failing to

take prompt and effective action in response to complaints of sexual harassment or harassment based on sex.

**Distribution of Policy Against Harassment**

7. Within 5 days after entry of this Consent Decree and continuously for the duration of this Decree, Defendant shall post a copy of its policy against sexual harassment at each Chicago work site at the location where is posts OSHA notices, and in its Human Resources Offices on a bulletin board used for notices to employees. During the term of this Decree, Defendant shall provide to each new employee on the date of hire a copy of that policy.

**Non-Retaliation**

8. Defendant and 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 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.

**Posted Notice**

9. Within 10 days after this Consent Decree is entered, and continuously for the duration of this Consent Decree, Defendant shall conspicuously post the Notice attached as Exhibit A at each Chicago work site at the location where is posts OSHA notices, and in its Human Resources Offices on all bulletin boards commonly used for announcements from Defendant to its employees. Within 20 calendar days after entry of this Consent Decree, Defendant shall certify to the EEOC in writing that the notice has been posted. Eleven months later it shall certify to the EEOC in writing that the Notice remains posted.

**Monetary Relief**

10. Within 10 days after submission by Janice Lenoir of a release of claims that has been negotiated by her counsel and counsel for Defendant, Defendant shall pay \$130,000 to Janice Lenoir and her attorneys, Daley, DeBofsky & Bryant. Contemporaneously, Defendant shall furnish to EEOC a copy of the check(s) provided to her and her attorney. EEOC had no role in the negotiation of and has not approved said release of claims.

11. Except as otherwise provided in paragraph 10 above, all parties shall bear their own costs and attorneys' fees.

**Training**

12. a) Within 30 days of the start of a new project all supervisors assigned to that project shall receive training by a trainer paid for by Defendant regarding sexual harassment, Defendant's policy against sexual harassment, and their duties under that policy.

b) Within 6 months of the entry of this Decree all other supervisors assigned to a project shall receive such training.

c) Within 30 days of the entry of this Decree all members of Defendant's Human Resources Department (personnel) shall receive such training and in addition, such training shall be provided promptly to each person who in the future becomes a member of the Human Resources Department.

13. Defendant shall obtain the EEOC's approval of the proposed trainer prior to the training session. Defendant shall submit the name, address, telephone number, resume and training proposal of the proposed trainer to the EEOC at least fifteen days prior to the proposed date of the training. The EEOC shall have five calendar days from the date of receipt of the

information described above to accept or reject the proposed trainer. If the parties cannot through this process agree on a trainer, then they may seek the Court's assistance under Paragraph 20.

14. Defendant shall certify to the EEOC in writing within five business days after the training has occurred that the training has taken place and that the required personnel have 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.

#### **Record Keeping**

15. For the duration of this Decree,

a) With respect to each complaint or incident of sexual harassment reported to or discovered by Defendant's Human Resources Department, Defendant shall maintain, and make available for inspection and copying by the EEOC records, including the name, social security number, address, and telephone number, of each employee who complains of sexual harassment, and of the information learned during and as a result of any investigation of such complaints.

b) Defendant shall use its best efforts to learn of all complaints and incidents of sexual harassment.

c) Defendant shall maintain a system enabling it to easily and readily retrieve all complaints of sexual harassment filed against the same person.

16 Defendant shall make all documents or records referred to in Paragraph 15 above, available for inspection and copying within ten (10) business days after the EEOC so requests. In addition, Defendant shall make available on ten (10) business day notice its supervisory personnel whom the EEOC requests to interview for purposes of verifying compliance with this

Paragraph.

### **Reporting**

17. Defendant shall furnish to the EEOC a written report six, twelve and 17 months after the entry of this Decree in regard to the complaints of sexual harassment referred to in Paragraph 15. Each such report shall contain the name and address of each employee who, in the last six months (or five months for the last report), complained of sexual harassment, the nature of the complaint and who is alleged to have engaged in sexual harassment. Such reports shall state what actions Defendant has taken to resolve each complaint. If no employee made such a complaint an officer of Defendant shall submit a signed statement so stating. Each report shall also contain a statement signed by an officer of Defendant that the Notice required to be posted in 9, above, remained posted during the entire six month (or five month) period preceding the report.

### **Enforcement**

18. This Consent Decree shall be in effect for the period of 18 months, during which time the Court shall retain jurisdiction of the parties and of this action for the purpose of enforcing the provisions of this Consent Decree.

19. If any provision of this Consent Decree is found to be unlawful, only the specific provision in question shall be affected and all other provisions will remain in full force and effect.

### **Dispute Resolution**

20. If the EEOC has reason to believe that Defendant is not complying with this Consent Decree, the EEOC shall so notify Defendant in writing. Defendant will then have ten



business days in which to achieve compliance or to satisfy the EEOC that there has been no non-compliance; if Defendant does neither, the EEOC shall have the right to apply to the Court for appropriate relief.

#### **Miscellaneous Provisions**

21. The terms of this Consent Decree shall be binding upon the present and future directors, officers, managers, agents, successors and assigns of Defendant. Defendant, and any successor(s) of Defendant, shall provide a copy of this Decree to any organization or person who proposes to acquire or merge with Defendant, or any successor of Defendant, prior to the effectiveness of any such acquisition or merger. This paragraph shall not be deemed to limit any remedies available in the event of any finding by the Court regarding a violation of this Decree.

22. When this Decree requires the submission by Defendant of reports, certifications, notices, or other materials to the EEOC, they shall be mailed to Gordon Waldron, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois, 60661. When this Decree requires submission by the EEOC of materials to Defendant, they shall be mailed to Peter Glimco, General Counsel, Walsh Group Ltd., 929 W. Adams St. Chicago, Illinois 60607.

23. Defendant may direct employees at job sites to make complaints of sexual harassment to a designated person in the Human Resources Department. Such person shall make periodic visits to job sites and be identified in notices posted at job sites. Defendant's anti-harassment policy shall require all supervisors and managers to report complaints and incidents of sexual harassment to the Human Resources Department.

Approved for Plaintiff EEOC

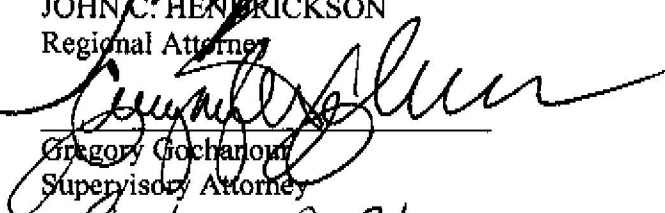
RONALD S. COOPER  
General Counsel

JAMES LEE  
Deputy General Counsel

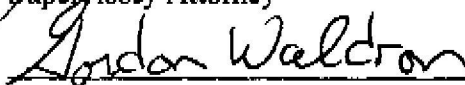
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Approved for Plaintiff Intervenor



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(312) 704-3000  
Attorney for Defendant

ENTERED AND ORDERED THIS 19<sup>th</sup> DAY OF November, 2007


  
Magistrate Judge Keys


Approved for Plaintiff Intervenor

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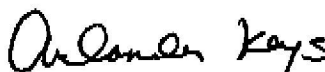
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\_\_\_\_\_  
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(312) 704-3000  
Attorney for Defendant

ENTERED AND ORDERED THIS 19<sup>th</sup> DAY OF November, 2007

  
\_\_\_\_\_  
Magistrate Judge Keys

**EXHIBIT A**

**NOTICE TO ALL EMPLOYEES OF WALSH CONSTRUCTION COMPANY OF ILLINOIS**

This Notice is being posted pursuant to a Consent Decree entered by the federal court resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Walsh Construction Company of Illinois ("Defendant") (# 03C 3601, N.D. IL.)

In its suit, the EEOC alleged that Defendant failed to use reasonable care to prevent and correct promptly acts of sexual harassment.

To resolve the case, Defendant and the EEOC have entered into a Consent Decree (without any admission of liability by Defendant, and without any waiver of claims by the EEOC) which provides for monetary relief and also provides that:

- 1) Defendant will not create, facilitate or permit the existence of a work environment that is hostile to employees on the basis of their sex.
- 2) Defendant will not retaliate against any person because (s)he 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;

The EEOC enforces the federal laws against discrimination in employment on the basis of race, color, religion, national origin, sex, age or disability. If you believe you have been discriminated against, you may follow the complaint procedure in Defendant' non-discrimination and anti-harassment policy and you may contact the EEOC at (312) 353-2713. 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: Walsh Construction Company Settlement, EEOC, 500 West Madison Street, Suite 2800, Chicago, IL 60661.**

11/15/07

Date



John Rowe Director, Chicago District Office  
Equal Employment Opportunity Commission