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## EEOC v. The Work Connection

Judge Jeanne J. Graham

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## EEOC v. The Work Connection

### **Keywords**

EEOC, The Work Connection, 08-5137 (DSD/JJG), Consent Decree, Failure to Accommodate, Assignment, Hiring, Terms and Conditions, Religion, Other, Employment Law, Title VII

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

EQUAL EMPLOYMENT OPPORTUNITY	)	
COMMISSION,	)	
	)	
Plaintiff,	)	CIVIL NO. 08-5137 (DSD/JJG)
v.	)	
	)	<b>CONSENT DECREE</b>
THE WORK CONNECTION,	)	
	)	
Defendant.	)	
_____	)	

**INTRODUCTION**

Plaintiff Equal Employment Opportunity Commission (hereinafter the “Commission” or “EEOC”) has filed a Complaint captioned *EEOC v. The Work Connection*, alleging that Defendant The Work Connection (“The Work Connection”), a temporary employment agency, discriminated against the Charging Parties because of their religion, Islam, in violation of Title VII of the Civil Rights Act of 1964. It also alleges that The Work Connection discriminated against a class of Muslim applicants to The Work Connection’s operations in Cold Spring, Minnesota and Arcadia, Wisconsin by failing to provide reasonable accommodation for their sincerely held religious beliefs in assignment of these individuals to its client, Gold’n Plump Poultry, Inc., adopting and/or subscribing to placement criteria that barred persons from obtaining reasonable accommodations from its client, Gold’n Plump, and refusing to place employees at Gold’n Plump unless the employee agreed to sign a form acknowledging that he or she agreed to handle pork pursuant to Gold’n Plump’s direction that all persons placed by The Work Connection at its facilities must be able to handle products containing pork.

Charging Parties, some of whom were separately represented by counsel in independently filed litigation, *Aware Daud, et al. v. Gold’n Plump, Inc. and The Work Connection, Inc.*, Court

File No. 06-5013 (DSD/JJG), (the Plaintiff's litigation) have negotiated terms of a separate Consent Decree, which is being submitted for Court approval concurrently with this settlement agreement.

In reaching this Consent Decree, the EEOC and The Work Connection, acting by and through their counsel, engaged in a significant exchange of information, both during the investigation of the charges by the EEOC and during the process of negotiating this resolution. The parties have obtained sufficient information to assess reliably the relative merits of the claims and defenses.

All parties have participated in the drafting of this Consent Decree. The EEOC and The Work Connection were represented by counsel knowledgeable in this area of the law.

The EEOC and The Work Connection mutually agreed to submit to mediation in an effort to resolve this matter. Under the supervision of the Mediator, the negotiations were conducted at arms' length and without collusion. All parties were represented by counsel during these proceedings. The mediation discussions culminated in this Decree.

THEREFORE, upon the consent of the parties, and upon review by the Court of these terms, it is

ORDERED, ADJUDGED, and DECREED that the following terms are given approval, subject to a notice to the claimants and a hearing upon the fairness of this proposed Consent Decree as set forth herein:

**I. JURISDICTION, FINDINGS, AND DEFINITIONS**

**A. Jurisdiction**

This Court has jurisdiction over the parties and the subject matter of this action.

**B. Findings**

1. The purposes of Title VII will be furthered by the entry of this Decree.
2. The terms of this Decree constitute a fair and equitable settlement of this action.
3. This Consent Decree does not constitute an admission by The Work Connection that it violated any law, ordinance, or regulation or engaged in any improper or unlawful conduct. Neither does it constitute a concession by the EEOC and the Charging Parties on the merits of their claims. The terms of this Consent Decree were reached by a process of negotiation and compromise.

**C. Definitions**

1. “The Work Connection” means The Work Connection’s offices or personnel involved in the consideration and placement of applicants and employees at Gold’n Plump Poultry, Inc.’s operations at its Cold Spring, Minnesota and Arcadia, Wisconsin facilities.
2. “Charging Parties” are:  
  
Abdiaziz Ali Abdi – Charge No. 444-2007-00108;  
Kadija Jama – Charge No. 444-2007-00106;  
Jama Hoosh – MDHR Charge No. 49726
3. “Preliminary Approval Date” means the date the Court grants preliminary approval of the terms of the *Aware Daud, et al.* settlement agreement.
4. For purposes of the monetary relief provided in this Decree, eligible claimants consist of all current and former Muslim employees of The Work Connection, who on or after September 1, 2005 through the Preliminary Approval Date of this Consent Decree, were assigned to work at Gold’n Plump’s Cold Spring, Minnesota or Arcadia, Wisconsin facilities and all Muslim applicants to The Work Connection who applied to work at Gold’n Plump’s Cold

Spring, Minnesota or Arcadia, Wisconsin facilities at any time on or after September 1, 2005 through the Preliminary Approval Date of this Consent Decree.

**II. SCOPE OF RESOLUTION AND RELEASE OF CLAIMS**

**A. Scope Of The Resolution Of The EEOC's Claims**

This Decree constitutes the full, final and complete resolution and release of the EEOC's claims in its Complaint that The Work Connection violated Title VII by discriminating against the Charging Parties and similarly situated employees and applicants placed at or seeking employment at Gold'n Plump's Cold Spring, Minnesota or Arcadia, Wisconsin facilities because of religion during the period of September 1, 2005 through the Preliminary Approval Date of this Consent Decree.

**B. Release Of Claims By The Charging Parties And Eligible Claimants**

Persons who recover under this Decree shall be required to sign the Release and Waiver attached as **Exhibit A** hereto before they can obtain any monetary relief under this decree. In addition, persons identified as Charging Parties in this Consent Decree will be required to sign a separate release negotiated by their counsel and TWC as a condition to receiving monetary relief under this decree.

**III. TERM**

**A.** The Term of this Decree will be two (2) years from the Effective Date hereof. The Effective Date hereof will be the date upon which the District Court enters a final order approving this Consent Decree.

**B.** If this Consent Decree is not approved by the Court or the settlement set forth in this Consent Decree is terminated or fails to become effective in accordance with its terms (or, if following approval by this Court, such approval is reversed or modified), the parties shall be

restored to their respective positions in this action as of the date hereof, the terms and provisions of this Consent Decree shall have no further force and effect with respect to the parties and shall not be used in this action or in any proceeding for any purpose, and any Judgment entered by the Court in accordance with the terms of this Consent Decree shall be treated as vacated.

**IV. ADHERENCE TO TITLE VII**

The Work Connection will not discriminate on the basis of religion in violation of Title VII in hiring, assignment, promotion, testing, discipline, discharge or termination, and will not retaliate against persons who oppose matters made unlawful under Title VII or who participate in proceedings under that Act. The Work Connection shall provide reasonable accommodation for its employees' and applicants' religious beliefs to the extent required by Title VII.

**V. INJUNCTION AGAINST BARS OR RESTRICTIONS ON THE PROVISION OF REASONABLE ACCOMMODATION**

The Work Connection will not adopt or enforce a policy adopted by a client employer by which applicants or employees must declare, in advance, that they do not have a right to reasonable accommodation. It will not adopt or enforce a policy adopted by a client employer that contains any of the following:

**A.** Any prohibition against persons who have received discipline from being permitted to obtain a reasonable accommodation pursuant to Title VII;

**B.** Any requirement that persons who are on probationary status are not eligible for reasonable accommodation under Title VII.

**VI. OFFER TO PLACE CLASS MEMBERS FOR EMPLOYMENT**

The Work Connection will give each of the Charging Parties and individuals identified on **Exhibits B** and **C** one good-faith attempt to offer to place them at Gold'n Plump Poultry's Cold Spring, Minnesota or Arcadia, Wisconsin facilities as positions become available.

**VII. TRAINING**

The Work Connection will retain an outside trainer to conduct a three-hour diversity training program for managers, which will include instruction regarding the laws against religious discrimination and on the obligation of employment agencies to provide reasonable accommodation for the sincerely held religious beliefs of their employees and applicants for placement. The training will be on a semi-annual basis during the term of this Decree.

Training will be provided by Meagher & Geer, PLLP, and at least one month before the training, The Work Connection will provide an agenda for the training to the EEOC. EEOC counsel may object to the agenda within two weeks of receiving the agenda. The Work Connection will promptly respond to the EEOC's objections. The Work Connection agrees to consider and address suggestions offered by the EEOC regarding the subject matter of training to be provided pursuant to the terms of this decree.

**VIII. POSTING AND POLICIES**

The Work Connection will continue to post and cause to remain posted the posters required to be displayed in the workplace by EEOC regulation 29 C.F.R. §1601.30.

**IX. STATEMENT TO EMPLOYEES**

The Work Connection will publish a statement to The Work Connection's employees and applicants for placement affirming The Work Connection's commitment to treating all employees with respect and dignity, regardless of religion.

**X. REPORTING TO THE EEOC**

A. Semi-annually during the term of this Decree, The Work Connection will report to the EEOC the identity of all The Work Connection applicants to Gold'n Plump Poultry, Inc.

who have requested a reasonable accommodation on the basis of religion from The Work Connection. The Work Connection will identify, by name, the employee or applicant that made the request, the date of the request, the accommodation requested, whether the request was granted or denied, and the reason for denying the request, if any.

**B.** Semi-annually during the term of this Decree, The Work Connection will notify the EEOC of any complaints of religious discrimination or retaliation at Gold'n Plump Poultry, Inc. received by TWC, and the name and address of the person making the complaint, and the disposition of the complaint. The Work Connection will submit to the EEOC any non-privileged documents that the EEOC requests relating to the complaint.

**C.** The Work Connection will report to the EEOC on the status of its offers to place the Charging Parties and individuals identified on **Exhibits B and C** of this Decree at Gold'n Plumps facilities. Such report will be made to the EEOC within one year of the Effective Date of this Decree, or within sixty days of the date that the last Charging Party or individual identified on **Exhibits B and C** has received one good-faith offer of placement at Gold'n Plump. The report shall include the name of each individual, the date of the offer of placement, whether the individual was placed at Gold'n Plump, and the reason, if any, why an offer of placement is not made.

## **XI. MONETARY REMEDY**

**A.** The Work Connection agrees to pay a total of \$150,000 in resolution of this matter. The EEOC will allocate monies received from The Work Connection to the following categories of employees or applicants of The Work Connection:

**1.** Charging Parties Abdelaziz Ali Abdi, Khadija Jama, and Jama Hoosh will receive \$5,802 each.

2. Any person identified as having been requested to sign the “Pork Form,” but who was not placed at Gold’n Plump because of his/her refusal to sign the form. Attached as **Exhibit B** is a list, which The Work Connection represents is reasonably complete and accurate, of such persons.

3. Any person identified as having been requested to sign who signed the “Pork Form,” but who was terminated from Gold’n Plump by The Work Connection for repudiating the “Pork Form.” Attached as **Exhibit C** is a list, which The Work Connection represents is reasonably complete and accurate, of such persons.

**B.** Payments made pursuant to this Section are cumulative. Class members can receive distributions related to as many categories as they are determined eligible.

## **XII. HEARING ON CONSENT DECREE**

**A.** The Court will conduct a hearing on the fairness of this Decree concurrently with the Fairness hearing in the *Daud* litigation and the EEOC’s litigation against Gold’n Plump.

**B.** Within thirty (30) calendar days after the Preliminary Approval Date, The Work Connection will provide the EEOC with the social security number, last known address and telephone number of the Charging Parties and the individuals identified on **Exhibits B & C**.

**C.** The information provided by the EEOC to the Charging Parties and the individuals identified on **Exhibits B & C** (“the Settlement Packet”) shall include a notice of the proposed distribution to them, a copy of the proposed Release identified as **Exhibit A** of this Consent Decree, and an explanation of the offer described in § VI, *supra*.

**D.** Within thirty five (35) calendar days after the Preliminary Approval Date, the EEOC will provide all Charging Parties and individuals identified on **Exhibits B & C** with a copy of the Settlement Packet. For all returned mail, the EEOC will conduct a good-faith search

for the most recent address, and attempt to reach the individual. The EEOC will not be required to continue to mail the Settlement Packet after 15 calendar days past the postmarked date of the original mailing.

**E.** No later than thirty (30) calendar days before the hearing, the EEOC will provide the Court a list of the proposed monetary distribution for its review and approval as part of the hearing on the fairness of this Decree.

**F.** If any person wishes to object to the entry of this Decree, the objector must file with the Court a detailed written statement of the objection. The objections may be in Somali or in English. The objector must file the original objection with the Court and send copies to each of the representatives of the parties listed below, postmarked by February 6, 2009:

John J. McDonald  
Attorney for The Work Connection  
33 South Sixth Street  
Suite 4400  
Minneapolis, MN 55402

Nicholas J. Pladson  
Equal Employment Opportunity Commission  
330 Second Avenue South, Suite 720  
Minneapolis, MN 55401

**G.** The undersigned parties will have the right to respond to any objections. The parties' responses may be filed with the Court no later than seven (7) days before the hearing. The parties can also submit supplemental information to the Court at that time to respond to any concerns or issues raised during the claims process.

**H.** If the Court disapproves, or modifies without consent of the parties hereto, any provision of this Decree, or the amount of the distributions to the claimants, this Consent Decree shall become null and void and the parties will not be bound by it in any way and will be free to

litigate the issues raised in the Commission's Complaint or to renegotiate any other settlement agreement.

**I.** If the Court approves this Decree, the EEOC will mail a Release to the Claimants in the form provided for in **Exhibit A** within seven (7) business days. The Claimants will have thirty (30) calendar days to review, execute the Release, and mail it back to the EEOC. If any Claimant fails to sign the Release, he or she will not be entitled to recover an award pursuant to Section XI.

**J.** The Work Connection will, within twenty-one (21) calendar days after receipt of the final list from the EEOC, mail the checks for each identified claimant in the amount designated by the EEOC to each Settlement Class Member with copies to the EEOC. Concurrently with the payment, The Work Connection will provide each identified claimant with a 1099 form and an explanation that the claimant bears the tax liability of this payment.

### **XIII. MONITORING OF COMPLIANCE**

The Work Connection will submit to the EEOC on a semi-annual basis a certification of compliance with this Decree. The EEOC may review compliance of the Decree during the term of this Decree upon written notice to The Work Connection's attorney of record at least ten (10) business days in advance of any inspection of The Work Connection's documents or premises. Upon such notice, The Work Connection will allow representatives of the Commission to review The Work Connection's compliance with this Decree by inspecting and photocopying relevant documents and records, interviewing employees and management officials on their premises, and inspecting their premises.

DATE: December 1, 2008

s/ Jeanne J. Graham  
Jeanne J. Graham  
United States Magistrate Judge

BY CONSENT:

FOR THE WORK CONNECTION, INC:

DATE: November 17, 2008

s/John J. McDonald, Jr.  
John J. McDonald, Jr. #135815  
Bradley J. Lindeman #0298116  
Meagher & Geer, PLLP  
33 South Sixth Street, Suite 4400  
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*Attorneys for The Work Connection, Inc.*

FOR PLAINTIFF EEOC:

Ronald S. Cooper  
General Counsel

James L. Lee  
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Equal Employment Opportunity Commission  
1801 L Street N.W.  
Washington, D.C. 20507  
(202) 663-4702

DATE: November 17, 2008

s/John C. Hendrickson  
John C. Hendrickson  
Regional Attorney

DATE: November 17, 2008

s/Jean P. Kamp  
Jean P. Kamp  
Associate Regional Attorney

Equal Employment Opportunity Commission

Chicago District Office  
500 West Madison Street, Suite 2000  
Chicago, IL 60661  
(312) 353-8550

DATE: November 17, 2008

s/Nicholas J. Pladson  
Nicholas J. Pladson  
Bar Number 0388148  
Attorney for Plaintiff  
Equal Employment Opportunity Commission  
330 Second Avenue South, Suite 720  
Minneapolis, MN 55401  
Telephone: (612) 335-4047  
Fax: (612) 335-4044

**EXHIBIT A**

**DRAFT**

**RELEASE AND WAIVER**

In consideration for \$ \_\_\_\_\_ paid to me by The Work Connection, in connection with the resolution of EEOC v. The Work Connection, Case No. 0:08-CV-05137 (DSD/JJG) (D. Minn.), I waive my right to recover for any claims arising under Title VII of the Civil Rights Act of 1964 that I had against The Work Connection prior to the date of this Release and Waiver that were included in the claims alleged in EEOC's complaint in EEOC v. The Work Connection, Case No. 0:08-CV-05137 (DSD/JJG) (D. Minn.).

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

***NOTE: This is a draft of the Release and Waiver form. You do not need to sign this now. Once the EEOC has determined the amount of your potential payment in this case, you will be sent a final Release and Waiver form that you will be required to sign in order to receive payment.***

**EXHIBIT B**

The EEOC has identified the following individuals as qualifying for inclusion in § XI.

(A)(2) of this Decree. Also included is an estimated monetary award for each individual.

<u>Name</u>	<u>Monetary Award</u>
Abdelaziz Abdi	\$4,878
Osman Abdille	\$4,878
Hawo Abshir	\$4,878
Abdislan Amina	\$4,878
Nusradin Ahmed	\$4,878
Osman Ahmed	\$4,878
Nadia Al-Nathalani	\$4,878
Mano Dhulul	\$4,878
Ubah Hussein	\$4,878
Anab Ibrahim	\$4,878
Mohomed Ibrahim	\$4,878
Sainab Ibrahim	\$4,878
Safia Ismail	\$4,878
Samira Ismail	\$4,878
Abdirizak Mire	\$4,878
Fadumo Mohamed	\$4,878
Nurto Mohamed	\$4,878
Mohamed Nur	\$4,878
Nadifo Omar	\$4,878
Abdi Osman	\$4,878
Rakia Rage	\$4,878
Fartun Samatar	\$4,878
Ali Shurki	\$4,878
<hr/>	<hr/>
<b>Total:</b>	<b>\$112,194</b>

**EXHIBIT C**

The following individuals have been identified by the EEOC as qualifying for a monetary award based on their inclusion in § XI. (A)(3) of this Decree.

<u>Name</u>	<u>Monetary Award</u>
Abdi Farah	\$5,100
Mohamed Igal	\$5,100
Abdulkadir Hussein	\$5,100
Jama Hoosh	\$5,100
_____	_____
<b>Total:</b>	<b>\$20,400</b>