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## EEOC v. Ikon Office Solutions, Inc.

Judge Henry H. Kennedy

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## EEOC v. Ikon Office Solutions, Inc.

### Keywords

EEOC, Ikon Office Solutions Inc., 1:02CV00372, Consent Decree, disparate treatment, compensation, race, black, manufacturing, Employment Law, Title VII

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF COLUMBIA

EQUAL EMPLOYMENT OPPORTUNITY	)	
COMMISSION,	)	
	)	
Plaintiff,	)	
	)	CIVIL ACTION NO. 1:02CV00372
v.	)	
	)	
IKON OFFICE SOLUTIONS, INC.,	)	<u>CONSENT DECREE</u>
	)	
Defendant.	)	
	)	
	)	
	)	

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THE LITIGATION

1. Plaintiff, Equal Employment Opportunity Commission (the "EEOC"), filed this action alleging that Defendant, IKON Office Solutions, Inc. ("Defendant"), violated Section 703(a) of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 2000e-2(a), by discriminating against Kevin Hayes, the Charging Party in the underlying Charge of Discrimination, and Philip Norman ("Norman") on the basis of race. Specifically, the EEOC alleged that Defendant paid Black employees less than White coworkers due to their race. Defendant denies this allegation.
2. In the interest of resolving this matter, and as a result of having engaged in comprehensive 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 Title VII issues and claims arising out of the Complaint filed by the EEOC in this action.

## FINDINGS

3. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds the following:
  - (a) This Court has jurisdiction over the subject matter of this action and of the parties.
  - (b) The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of the parties and the public interest are adequately protected by this Decree.
  - (c) 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 and the public.

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

### NON-DISCRIMINATION

4. Defendant, its officers, agents (including management personnel), successors, and assigns will not discriminate on the basis of race and will comply with all federal anti-discrimination laws.
5. Within six (6) months from the entry of this Decree, all management personnel in Defendant's Washington, D.C. operations will undergo formal training in equal employment opportunity laws and practices. Defendant may choose the training, but the content and the identity of the trainers must be approved by the EEOC. Defendant will provide the EEOC with the content of the training at least ten (10) days prior to the training session. The training must include material on non-discriminatory pay practices.

#### NON-RETALIATION

6. Defendant, 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.

#### MONETARY RELIEF

7. Defendant has tendered to Philip Norman two checks made payable to the order of PHILIP NORMAN: one in the amount of \$650.00, less taxes and applicable withholdings, constituting back wages; and another, in the amount of \$2,350.00, constituting compensation for prejudgment interest and compensatory damages. Defendant will forward copies of the checks to the EEOC.

#### POSTING OF NOTICE

8. Within ten (10) business days after entry of this Decree, Defendant shall post a same-sized copy of the Notice attached as Exhibit A to this Decree at its facilities at 1200 New Hampshire Avenue, N.W., Washington, D.C., 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. Defendant shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Defendant shall certify to the EEOC in writing within fifteen (15) business days after entry of the Decree that the Notice has been properly posted. Defendant shall permit a representative of the EEOC to

enter Defendant's premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice.

#### RECORD KEEPING

9. For a period of three (3) years following entry of this Decree, Defendant shall maintain and make available for inspection and copying by the EEOC, upon reasonable notice, records (including name, race, age, social security number, address, telephone number) of each person who applies for, or is recruited for, the position of customer service representative, along with the disposition of the application or recruitment effort.
10. Defendant shall make all documents or records referred to in Paragraph 9, above, available for inspection and copying within ten (10) business days after the EEOC so requests. In addition, Defendant shall make available all persons within its employ who are responsible for ensuring or verifying compliance with this Decree and shall permit a representative of the EEOC to enter Defendant's premises for such purposes on ten (10) business days advance notice by the EEOC.
11. Nothing contained in this Decree shall be construed to limit any obligation Defendant may otherwise have to maintain records under Title VII or any other law or regulation.

#### REPORTING

12. Defendant shall furnish to the EEOC the following written reports annually for a period of three (3) 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 thirty-six (36) months after entry of the Decree. Each such report shall contain:

(a) A summary of the information collected pursuant to Paragraph 9 above, during the preceding twelve (12) months; and

(b) A certification by Defendant that the Notice required to be posted in Paragraph 8, above, remained posted during the entire twelve (12) month period preceding the report.

#### DISPUTE RESOLUTION

13. 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

14. 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 three (3) years immediately following entry of the Decree, provided, however, that if, at the end of the three (3) years period, any disputes under Paragraph 13, 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

15. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of Defendant.

16. When this Decree requires the submission by Defendant of reports, certifications, notices, or other materials to the EEOC, they shall be mailed to: IKON Office Solutions Settlement, c/o Robert F. Goldman, Trial Attorney, Equal Employment Opportunity Commission, 1400 L Street, N.W., Suite 200, Washington, D.C. 20005.

ON BEHALF OF THE U.S. EQUAL  
EMPLOYMENT OPPORTUNITY  
COMMISSION

ON BEHALF OF DEFENDANT,  
IKON OFFICE SOLUTIONS, INC.

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Barbara Dougherty  
EEOC  
1800 L Street, NW, 7<sup>th</sup> Floor  
Washington, D.C. 20507

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Lynn A. Collins, Esq.  
IKON Office Solutions, Inc.  
P.O. Box 834  
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Robert F. Goldman, Esq.  
EEOC  
1400 L Street, N.W.  
Suite 200  
Washington, D.C. 20005

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Date

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UNITED STATES DISTRICT JUDGE

Washington, D.C.

EXHIBIT A

[NOTICE TO EMPLOYEES)

Copies to:

Robert F. Goldman, Esq.  
EEOC  
1400 L Street, N.W.  
Suite 200  
Washington, D.C. 20005  
  
Counsel for Plaintiff

Lynn Collins, Esq.  
IKON Office Solutions  
P.O. Box 834  
Valley Forge, PA 19482-0834  
  
Counsel for Defendant





## NOTICE TO EMPLOYEES

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### IKON Office Solutions

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC v. IKON Office Solutions, Inc. (D.D.C.), settling a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Defendant IKON Office Solutions ("Defendant").

In its suit, the EEOC alleged that Defendant discriminated against Black customer service representatives by paying them less than similarly-situated White coworkers, in violation of Title VII of the Civil Rights Act of 1964. The Defendant denies this allegation.

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

- (1) Defendant will pay monetary damages (including back pay in the amount of \$650) to one former employee;
- (2) Defendant will not discriminate on the basis of race in the future; and
- (3) Defendant will not retaliate against any person because he or she 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, sex, color, religion, national origin, disability, and age. If you believe you have been discriminated against, you may contact the EEOC at (202) 275-7377 or view its web page at [www.eeoc.gov](http://www.eeoc.gov). 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**

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Date

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Latonya Randolph  
Human Resources Manager