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## Equal Employment Opportunity Commission v. Safeguard Maintenance Corp.

Judge Richard D. Bennett

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## Equal Employment Opportunity Commission v. Safeguard Maintenance Corp.

### Keywords

EEOC, Safeguard Maintenance Corp., 06-cv-2264 RDB, Consent Decree, Sexual Harassment, Hostile Work Environment, Retaliation, Constructive Discharge, Sex, Female, Service, Employment Law, Title VII

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION et al. )  
Plaintiffs, )  
)  
) CIVIL ACTION NO. 06-cv-2264 RDB  
v. )  
)  
SAFEGUARD MAINTENANCE CORP )  
Defendant. )  
\_\_\_\_\_ )

**CONSENT DECREE**

This action was instituted by Plaintiff, Equal Employment Opportunity Commission ("EEOC" or the "Commission"), against Defendant, Safeguard Maintenance Corp. ("Defendant"), on August 29, 2006. The Commission filed an Amended Complaint on October 4, 2006. The Commission's amended complaint alleges that Defendant subjected Charging Parties Algering Jennings and Jaculyn Ruffin to sexual harassment, demoted, transferred and unlawfully discharged Ms Jennings, reduced Ms. Ruffins' work hours, and subjected Ms Ruffin to a hostile work environment resulting in her constructive discharge, on the basis of sex, female, and retaliation, in violation of Sections 703 (a)(1) and 704(a) of Title VII, 42 U.S.C. §§ 2000e-2(a)(1) and 2000e-3(a). The Commission further alleges that Defendant engaged in unlawful employment practices in violation of Section 102(d)(2) of the ADA, 42 U.S.C. §§ 12112(d)(2) by making pre-employment disability related inquiries as contained in Defendant's application for employment.

Thereafter on October 23, 2006 and October 24, 2006, respectively, Charging Party Algering Jennings ("Jennings" or "Plaintiff Intervenor Jennings") and Charging Party Jaculyn Ruffin ("Ruffin" or "Plaintiff Intervenor Ruffin"), (jointly "Plaintiff Intervenors"), filed Motions

to Intervene in this action. Plaintiff Intervenors similarly allege in their complaints that Defendant violated Sections 703 (a)(1) and 704(a) of Title VII, 42 U.S.C. §§ 2000e-2(a)(1) and 2000e-3(a) as set forth in. Plaintiff Intervenors also allege that Defendant failed to pay wages owed Plaintiff Intervenors in violation of the FLSA and Md Code Ann., [Labor & Empl.] §3-505. On December 13, 2006, Plaintiff Intervenors' Motions to Intervene were granted.

The Commission, Intervenor Plaintiffs and Defendant desire to resolve this action without the time and expense of continued litigation, and they desire to formulate a plan to be embodied in a Decree which will promote and effectuate the purposes of Title VII and the ADA.

For the purposes of resolving this action, Defendant admits that the Court has jurisdiction over this action and that all statutory and jurisdictional prerequisites to suit have been satisfied.

This Decree, being entered with the consent of the Commission, Plaintiff Intervenors and Defendant, shall not constitute an adjudication or finding on the merits of this case and shall not be construed as an admission of liability by Defendant or as a waiver by the Commission or Plaintiff Intervenors of any contentions of discrimination.

The Court has examined this Decree and finds that it is reasonable and just and in accordance with the Federal Rules of Civil Procedure, Title VII and the ADA.

Therefore, upon due consideration of the record herein and being fully advised in the premises, it is ORDERED, ADJUDGED AND DECREED:

1. This Decree resolves all issues and claims alleged in the Complaint filed by the Commission in this Title VII and ADA action and Plaintiff Intervenors' Complaints which emanated from the Charges of Discrimination Nos. 120-2005-05481 and 120-2005-05391 filed by Algering Jennings and Jaculyn Ruffin.

2. Defendant, its officers, agents, servants, employees and all persons acting or claiming to act in its behalf and interest shall be enjoined and restrained from engaging in any employment practice which discriminates on the basis of sex and retaliation in violation of Title VII, particularly with regard to sexual harassment, terms and conditions and discharge.

3. Defendant, its officers, agents, servants, employees and all persons acting or claiming to act in its behalf and interest shall be enjoined and restrained from engaging in any employment practice which discriminates on the basis of disability in violation of the ADA, particularly with regard to making any pre-employment disability related inquiries, including any inquiries set forth in its application for employment.

4. Within five (5) business days of the entry of this Decree, Defendant will pay monetary damages in the total amount of sixty thousand dollars (\$60,000) in full settlement of the Commission's and Plaintiffs Intervenors' case in accordance with the following provisions:

a) Defendant will pay to Jaculyn Ruffin monetary compensatory damages in the total amount of forty five thousand dollars (\$45,000). Defendant shall take no withholding from the compensatory monetary amount listed above and will issue a Form 1099 to Jaculyn Ruffin reflecting this payment.

b) Defendant agrees that the check(s) shall be forwarded to Jaculyn Ruffin by overnight mail at an address to be supplied by the Commission. Within five (5) days of this payment, Defendant shall send to the Commission's attorney of record a copy of the check(s) along with a copy of the overnight delivery receipt.

c) Defendant will pay to Algering Jennings monetary compensatory damages in the total amount of fifteen thousand dollars (\$15,000). Defendant shall take no withholding from the

compensatory monetary amount listed above and will issue a Form 1099 to Algering Jennings reflecting this payment.

d) Defendant agrees that the check shall be forwarded to Algering Jennings by overnight mail at an address to be supplied by the Commission. Within five (5) days of this payment, Defendant shall send to the Commission's attorney of record a copy of the check along with a copy of the overnight delivery receipt.

5. Within five (5) days of the Court's approval of this Consent Decree, Defendant s will post in all places where notices to employees are customarily posted at its facilities, the Notice attached hereto as Exhibit "A" and made a part hereof. Said Notice attached hereto as Exhibit "A" shall be posted and maintained for a period of at least three (3) years from the date of posting and shall be signed by a responsible official of Defendant with the date of actual posting shown thereon. Should the Notice become defaced, marred, or otherwise made unreadable, Defendant will ensure that new readable copies of the Notice are posted in the same manner as heretofore specified. Within thirty (30) days of such posting, Defendant shall forward to the attorney of record at the Baltimore Office a copy of the signed Notice attached hereto as Exhibit "A" and written certification that the Notice referenced herein has been posted and a statement of the location(s) and date of posting.

6. Defendant agrees that within fourteen (14) days of the entry of this Decree, it shall revise its sexual harassment policy. The revised policy shall include at a minimum, a clear explanation of prohibited conduct, designation of a contact person to whom the prohibited conduct should be reported, with an effective method of contact, a complaint procedure that provides accessible avenues of complaint, assurance that the employer will take all reasonable

measures to protect confidentiality, conduct an impartial investigation, refrain from retaliating against any person who participates in such investigation, and take prompt and appropriate corrective action. Defendant will post the revised sexual harassment in all places where notices to employees are customarily posted at its facilities. The revised sexual harassment policy shall be posted and maintained for a period of at least three (3) years from the date of posting and shall be signed by a responsible official of Defendant with the date of actual posting shown thereon. Within thirty (30) days of the posting of the policy, Defendant shall forward to the attorney of record at the Baltimore Office a written certification that the policy referenced herein has been posted and a statement of the location(s) and date of posting.

7. Defendant agrees that within ninety days (90) days of the entry of this Decree it will provide mandatory training of no less than two (2) hours duration to all its managerial and supervisory employees regarding federal EEO laws prohibiting discrimination in employment enforced by the Commission, particularly those concerning sex discrimination and retaliation under Title VII and pre-employment disability related inquiries under the ADA. The trainer's credentials and an outline of program materials shall be forwarded to the EEOC's attorney of record ten (10) days prior to such training being conducted and a representative of the Commission shall be invited to attend such training. Defendant shall distribute at this training its revised sexual harassment policy referenced in paragraph 6 above to all attendees. Within fifteen (15) days of the completion of this training, Defendant shall forward to the attorney of record at the Baltimore Office written certification that the training has been completed together with a list of managerial and supervisory employees who have been trained, and the dates of the training.

Defendant also agrees to provide to each newly-hired managerial or supervisory employee, an orientation to its equal employment opportunity policies within a reasonable time of hire.

8. The Commission reserves the right to monitor compliance with the provisions of this Decree. As part of such review, the EEOC, upon notice to Defendant, may require written reports concerning compliance, inspect Defendants' premises, interview witnesses, and examine and copy documents at reasonable times to be mutually agreed to by the parties

9. If any party to this Decree believes that any other party has breached a material provision of this Decree, it shall so notify the party (s), in writing, of the alleged breach. Upon receipt of written notice, a party(s) shall have fifteen (15) days to either correct the alleged breach, and so inform the other party(s), or deny the alleged breach, in writing: a) If the parties remain in dispute they shall attempt in good faith to resolve their dispute; b) If the parties can not in good faith resolve their dispute, the party alleging a breach may file with the Court a motion to correct and remedy the breach; c) Each party shall bear its own costs, expenses and attorney's fees incurred in connection with such action; and d) Jurisdiction and venue to resolve any dispute arising under this Decree resides in the United States District Court for the District of Maryland.

10. This Decree shall remain in full force and effect for a period of three (3) years from the date of approval and entry of this Decree by the Court.

11. The Court shall retain jurisdiction of this action to ensure compliance with this Decree. In all other respects, upon approval and entry by the Court of this Decree, the Commission's action against Defendant is dismissed with prejudice and the Clerk of the Court is directed to remove this action from the Court's calendar.

12. The Commission, Plaintiff Intervenors and Defendant shall bear their own costs, expenses and attorneys' fees incurred in connection with this action.

13. The undersigned counsel of record, on behalf of their respective clients, hereby consent to the entry of the foregoing Consent Decree.

**AGREED:**

**FOR DEFENDANT:**

**SAFEGUARD MAINTENANCE CORP.**

\_\_\_\_\_/s/\_\_\_\_\_  
DONALD J. WALSH, ESQ  
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8 Park Center Court  
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**FOR PLAINTIFF INTERVENOR  
JACULYN RUFFIN**

\_\_\_\_\_/s/\_\_\_\_\_  
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**FOR PLAINTIFF:**

**EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION**

RONALD S. COOPER  
General Counsel

JAMES LEE  
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GWENDOLYN YOUNG REAMS  
Associate General Counsel

\_\_\_\_\_/s/\_\_\_\_\_  
JACQUELINE H. MCNAIR  
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