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Equal Employment Opportunity Commission v. Porpiglia Farms, Inc.

Judge Gary L. Sharpe

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Equal Employment Opportunity Commission v. Porpiglia Farms, Inc.

Keywords

EEOC, Porpiglia Farms Inc., 06-CV-1124 (GLS/DRH), Consent Decree, Disparate Treatment, Race, Black, National Origin, Agriculture, Employment Law, Title VII

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF NEW YORK

-----X
EQUAL EMPLOYMENT OPPORTUNITY :
COMMISSION, :
 :
Plaintiff, : 06-cv-1124 (GLS/DRH)
 :
v. :
 :
PORPIGLIA FARMS, INC., :
 :
Defendant. :
-----X

CONSENT DECREE

This cause of action was initiated on September 20, 2006, by the Equal Employment Opportunity Commission (hereinafter "EEOC"), an agency of the United States Government, alleging that Defendant, Porpiglia Farms, Inc., (hereinafter "PORPIGLIA FARMS") violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 by discriminating against Rowan Morgan, Mitchell Murray, Evron Clarke and other similarly situated workers because of their race, black, and/or their national origin, Jamaican.

The parties agree that it is in their mutual interest to fully resolve the matter without further litigation.

EEOC and PORPIGLIA FARMS do hereby stipulate and consent to the entry of this Decree as final and binding between the parties signatory hereto and their successors or assigns.

This Decree resolves all matters raised in the Complaint filed herein. The parties have

agreed that this Decree may be entered without Findings of Fact and Conclusions of Law having been made and entered by the Court.

In consideration of the mutual promises of each party to this Decree, the sufficiency of which is hereby acknowledged, it is agreed and IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

This Decree resolves all of the issues raised by EEOC Charge Numbers 160-2004-02649; 160-2004-02867; 160-2004-02870 and the EEOC Complaint in this case. This Decree in no way affects the EEOC's right to process any pending or future charges that may be filed against PORPIGLIA FARMS in accordance with standard EEOC procedures, and to commence civil actions on any such charges.

1. The parties agree that this Court has jurisdiction of the subject matter of this action and of the parties, that venue is proper, and that all administrative prerequisites have been met.

2. No party shall contest the jurisdiction of the federal court to enforce this Decree and its terms or the right of any party to bring an enforcement suit upon breach of any of the terms of this Decree by any other party. Breach of any term of this Decree should be deemed to be a substantive breach of this Decree. Nothing in this Decree shall be construed to preclude EEOC from bringing proceedings to enforce this Decree in the event that PORPIGLIA FARMS fails to perform any of the promises and representations contained herein.

3. PORPIGLIA FARMS will provide a four (4) hour legal compliance training on laws regarding equal employment opportunity, for all supervisory employees, to be conducted by McGuiness Norris and Williams. A summary of topics encompassed by the training is attached as Exhibit A hereto. PORPIGLIA FARMS will complete this training within two (2) months of the date of entry of this Decree, and will forward to EEOC a detailed agenda of the material presented and a copy of the attendance sheet(s) within ten (10) business days of the completion of the training program.

4. Within ten (10) business days of the entry of this Decree, PORPIGLIA FARMS will post the Notice of non-discrimination where employee notices are posted, attached as Exhibit B. This notice shall remain posted for the duration of this Decree.

5. PORPIGLIA FARMS will adopt and maintain the non-discrimination policy attached as Exhibit C.

6. PORPIGLIA FARMS agrees to pay \$100,000 in compensatory damages to the individuals listed below according to the following schedule:

Shane Irving	\$12,500.00	30 Days after Decree is entered
Mitchell Murray	\$12,500.00	30 Days after Decree is entered
Rowan Morgan	\$12,500.00	30 Days after Decree is entered
Evron Clarke	\$12,500.00	30 Days after Decree is entered
Courtney Henry	\$11,207.00	February 28, 2007

Anthony Bradford	\$ 862.00	February 28, 2007
Jervis Ramsey	\$11,207.00	February 28, 2007
Kevin Lee	\$ 5,603.00	February 28, 2007
Clavell Cowie	\$11,207.00	February 28, 2007
Albert Bailey	\$ 9,914.00	February 28, 2007

The payments are to be made by check to the employee by mail to address provided by EEOC. PORPIGLIA FARMS will forward EEOC a copy of the check at the same time the checks are sent.

7. PORPIGLIA FARMS and its officers, managers, successors, assigns or agents are enjoined from discriminating against employees on the basis of National Origin or race, black, and from retaliating against any individual who has participated or assisted in any way in the investigation or litigation of this matter, or for asserting his or her rights under Title VII.

8. Each party shall bear its own attorney fees and costs incurred in this action.


9. The Decree, being entered with the consent of the EEOC and PORPIGLIA FARMS, shall not constitute an adjudication or finding on the merits of the case and shall not be construed as an admission of liability by PORPIGLIA FARMS.

10. The parties agree to permit the Workers' Rights Law Center of New York, Inc. to intervene in this action on behalf of Rowan Morgan, Mitchell Murry, Evron Clarke, and Shane St. Earle Irving for the limited purpose of being parties to this Consent Decree.

11. This Decree constitutes the complete understanding among the parties. No other promises or agreements shall be binding unless agreed to in writing and signed by these parties.

12. This Decree will remain in effect for four (4) years from the date of entry.

Dated: 12/14/06
New York, NY


Elizabeth Grossman
Regional Attorney
FOR PLAINTIFF EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
New York District Office
33 Whitehall Street, 5th Floor
New York, New York 10004
212-336-3696

Dated: 12-7-06


FOR FORPIGLIA FARMS

Dated: 12-12-2006


FOR INTERVENORS

Dated: Albany, NY
December 20, 2006

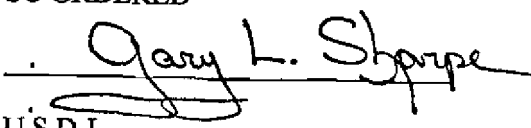
SO ORDERED

U.S.D.J.

EXHIBIT A

Topics for Porpiglia Farms' Legal Compliance Training

1. Explanation of prohibited discrimination under Title VII of the Civil Rights Act of 1964, as amended, including race, national origin, color, sex and religion (60 minutes);
2. Explanation of disparate treatment and adverse impact discrimination related to hiring, compensation, promotion, discharge or other terms, conditions or privileges of employment (60 minutes);
3. Explanation of the concepts of harassment and retaliation, as prohibited under Title VII (60 minutes);
4. Explanation of legitimate nondiscriminatory business practices (35 minutes);
and
5. Explanation of employer record-keeping requirements (25 minutes).

EXHIBIT B

NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO A CONSENT DECREE

This NOTICE is being posted pursuant to a Consent Decree between Porpiglia Farms, Inc., and the Equal Employment Opportunity Commission (hereinafter the "EEOC" or "Commission") in the case Equal Employment Opportunity Commission v. Porpiglia Farms, Inc 06-cv-1124 (GLS/DRH)

1. Federal law, Title VII of the Civil Rights Act of 1964, as amended, requires that there be no discrimination against any employee because of that person's sex, race, color, religion or national origin with respect to hiring, compensation, promotion, discharge or other terms, conditions or privileges of employment.
2. Porpiglia agrees that all its employment practices and all terms, conditions or privileges of employment shall be maintained and conducted in a manner which does not discriminate on the basis of race or national origin in violation of Title VII.
3. Porpiglia agrees that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice declared unlawful under Title VII, as amended, or because of the filing of a charge; giving of testimony or assistance or participating in any manner in an investigation, proceeding or hearing under Title VII.
4. Employees also have a right to report violation to:

U.S. E.E.O.C.
33 Whitehall St
New York, New York 10004
800-669-4000

5. This notice shall remain posted for the duration of the Consent Decree for four years, until . . . , and shall not be altered or removed until that time.

SIGNED this 17 Day of 12, 2006

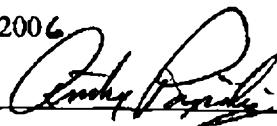


EXHIBIT C

EQUAL EMPLOYMENT OPPORTUNITY POLICY

Porpiglia Farms is firmly committed to a continuing effort to provide equal opportunity to all individuals in our work force. It is our policy to comply with both the letter and spirit of all applicable laws and regulations and to ensure our policies and practices are free of unlawful discriminatory effect. Management, supervisory personnel and all employees at all levels will be held fully accountable for adherence to this policy.

This policy encompasses recruiting, training, compensation, fringe benefits, promotions, transfers, layoffs, recalls and all on-the-job treatment of employees, discipline and social, educational and recreational programs sponsored by Porpiglia Farms. It requires the full and effective utilization of all qualified persons and prohibits discrimination on the basis of race, color, religion, sexual orientation, national origin, sex, age, disability, veteran status, citizenship, impending citizenship and other legally protected classifications.

Employees are encouraged to resolve any problems through discussions with management. Management will ensure objective and impartial resolution of problems within regular procedural and contractual parameters.

Porpiglia Farms adheres to a policy of equal opportunity in all employment actions and in every phase of business activity. In order to ensure that this policy is fully adhered to, equal opportunity is afforded to all employees and applicants, regardless of race, color, religion, sexual orientation, national origin, sex, age, physical or mental disability, or Vietnam era veteran or special disabled veteran status or other legally protected classifications.

It is the policy of Porpiglia Farms to maintain a working environment free from unlawful discriminatory insult, intimidation or harassment due to race, color, sexual orientation, religion, sex, national origin, age, disability or veteran status or other legally protected classifications. Any incident of discriminatory insult, intimidation or harassment in any form must be promptly reported to the immediate supervisor or any manager for investigation and corrective action as appropriate.

Porpiglia Farms will not retaliate or discriminate against any employee or applicant because he or she has opposed an employment practice or filed, in good faith, an investigative proceeding or hearing related to personnel practices.