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U.S. DISTRICT COURT  
DISTRICT OF MARYLAND

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF MARYLAND

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

Plaintiff,

and

SCOTT JACOBSON,

and

JOSEPH ANDREW JACOBSON,

Intervening Plaintiffs,

v.

ADMINISTAFF, INC.,

and

CONN-X, LLC,

Defendants.

CIVIL ACTION NO. L09-cv-2881

**CONSENT DECREE**

This action was instituted by Plaintiff, Equal Employment Opportunity Commission ("EEOC" or the "Commission"), against Defendant, Administaff, Inc. ("Defendant"),<sup>1</sup> on October 27, 2009. Plaintiffs Scott Jacobson and Joseph Andrew Jacobson ("Intervening Plaintiffs") moved to intervene in the EEOC's action on November 9, 2009. The Complaint and Complaint

Upon Intervention allege that Defendant subjected the Intervening Plaintiffs to religion-based harassment and unlawful discharge on the basis of religion, and retaliation in violation of Sections 703 (a) (1) and 704(a) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e-2(a) (1) and 2000e-3(a) and Sections 4(a) (1).

The Commission, Intervening Plaintiffs, and Administaff 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.

For the purposes of resolving this action, Administaff 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 parties, shall not constitute adjudication or finding on the merits of this case and shall not be construed as a waiver by the Commission of any contentions of discrimination. Administaff affirmatively denies all liability in this matter and denies that it violated Title VII. Administaff asserts that the underlying charge of discrimination was filed with the Commission after Administaff's business relationship with Defendant CONN-X, LLC had terminated.

The Court has examined this Decree and finds that it is reasonable and just and will promote and effectuate the purposes of Title VII.

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

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<sup>1</sup> The parties agree that Administaff Companies II, L.P. was the Intervening Plaintiffs' co-employer, not Administaff, Inc. For purposes of this decree, Administaff, Inc. and Administaff Companies II, L.P. collectively are

1. This Decree resolves all issues and claims against Administaff alleged in the Complaint filed by the Commission in this Title VII action which emanated from the Charge of Discrimination No. 531-2009-00912 filed by Scott Jacobson on September 6, 2008, and all issues and claims against Administaff alleged in the Complaint Upon Intervention filed by the Intervening Plaintiffs.

2. The employees of Administaff's EEO Compliance Group and their supervisors who provide human resources services to client companies and worksite employees in the State of Maryland are enjoined from condoning or engaging in any employment practice that discriminates on the basis of religion in violation of Title VII or retaliating because of opposition to religious discrimination.

3. In settlement of the Commission and Intervening Plaintiffs' claims for damages in this action, Administaff shall within fourteen (14) days of the approval and entry of this Decree pay Intervening Plaintiffs monetary damages in the total amount of ONE HUNDRED AND FIFTEEN THOUSAND DOLLARS (\$ 115,000.00) to be paid by delivery of one check made payable to the Trust Account of Snider & Associates, LLC.

4. Within fourteen (14) days of the Court's approval of this Consent Decree, Administaff shall post in all places where notices to employees in its EEO Compliance Group are customarily posted at its headquarters facility, 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 two (2) years from the date of posting and shall be signed by a responsible official of Administaff with the date of actual posting shown thereon. Should the Notice become

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referred to as "Administaff."

defaced, marred, or otherwise made unreadable, Administaff 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, Administaff shall forward to the Commission attorney of record at the Baltimore Field 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 and date of posting.

5. Administaff agrees that within sixty (60) days of the entry of this Decree, it will revise its complaint procedure for worksite employees who are co-employed with its client companies who have contracted for Administaff's human resources services. Administaff agrees to provide mandatory training of no less than (2) hours duration to the employees and supervisors of its EEO Compliance Group between February 15, 2010 and March 31, 2010. The training shall cover federal EEO laws prohibiting discrimination in employment enforced by the Commission, particularly those concerning religion-based harassment, and retaliation. Administaff's revised complaint procedure and policy shall be distributed during such training. The trainer's credentials and an outline of program materials were forwarded to the Commission's attorney of record prior to such training being conducted, and a representative of the Commission was invited to attend such training. Within fifteen (15) days of the completion of this training, Administaff shall forward to the attorney of record at the Baltimore Field Office written certification that the training has been completed together with a list of employees and managerial staff who have been trained, and the dates of the training. Administaff also agrees to provide said training to each newly-hired EEO Compliance Group employee within a reasonable time of hire.



6. As part of the revised complaint procedures referenced in paragraph 5 above, worksite employees who are co-employed with Administaff's client companies will be able to report incidents of discrimination, harassment or retaliation to any Administaff's Human Resources Specialist or EEO Compliance Specialist, or to Administaff's toll-free telephone number for reporting incidents of discrimination, harassment or retaliation. All calls to this number will be answered by a recorded message containing the text attached as Exhibit B. Calls to this number will be returned generally within one business day by live persons who are trained to investigate claims of discrimination, harassment and retaliation. In addition, Administaff agrees to inform callers to the toll free number that they can discuss questions or concerns about harassment on an anonymous basis.

7. The Commission reserves the right to monitor compliance with the provisions of this Decree. As part of such review, the EEOC, upon thirty (30) days notice to Administaff, may require written reports concerning compliance.

8. 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 cannot 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.

9. This Decree shall remain in full force and effect for a period of two (2) years from the date of approval and entry of this Decree by the Court.

10. 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 Administaff and the Intervening Plaintiffs' actions against Administaff are dismissed with prejudice.

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

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

**FOR DEFENDANT:  
ADMINISTAFF, INC.,  
AND FOR  
ADMINISTAFF COMPANIES II, L.P.**

**FOR PLAINTIFF:  
EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION**

\*/s/

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/s/

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FOR PLAINTIFF INTERVENORS

\*/s/

ALLAN FELDMAN, ESQ.  
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\*Signed by Regina M. Andrew with the permission of Michael Mazurczak and Allan Feldman.

**SO ORDERED.**

Signed and entered this 12<sup>th</sup> day of March, 2010.

  
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JUDGE BENSON E. LEGG  
UNITED STATES DISTRICT JUDGE