

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

Equal Employment Opportunity	)	Case No. 2:07-CV-01656-PHX-ECV
Commission,	)	
	)	
Plaintiff,	)	<b>CONSENT DECREE</b>
	)	
vs.	)	
	)	
Southwest Technical Solutions, Inc. and	)	
BAE Systems Simula, Inc.,	)	
	)	
Defendants.	)	

The United States Equal Employment Opportunity Commission (the “Commission” or “EEOC”) filed this action against BAE Systems Simula, Inc. (“Defendant”) to enforce Title VII of the Civil Rights Act of 1964 (“Title VII”), Title I of the Civil Rights Act of 1991, the Equal Pay Act (“EPA”), and the Age Discrimination in Employment Act (“ADEA”). On April 2, 2008, Laura Box successfully intervened in this lawsuit. The Commission alleges that Defendant discriminated against Margaret Chavez, Laura Box and Christine Hanson in violation of Title VII, 42 U.S.C. § 2000e-2(a), and the EPA, 29 U.S.C. §§ 206(d)(1) and 215(a)(2), because of their sex, female, by paying them a wage rate less than the rates paid to its male employees performing similar work, failing to convert them to permanent status and failing to promote them. The Commission further alleges, that Defendant discriminated against Ms. Chavez in violation of the ADEA, 29 U.S.C. § 623(a)(1), by paying her less than similarly situated employees and failing to convert her to permanent status because of her age. Finally, the

1 Commission alleges that Defendant retaliated against Ms. Box in violation of Title VII,  
2 42 U.S.C. § 2000e-3(a), for complaining of sexual harassment and for filing a charge.

3 Defendant categorically denies each and every assertion made by the Commission  
4 and Laura Box, Intervenor. This Decree and compliance with this Decree shall not be  
5 construed as an admission by Defendant of any liability whatsoever, or as an admission  
6 by Defendant of any violation of rights of Chavez, Box, and/or Hanson or of any other  
7 person in violation of any order and/or statute or breach of contract or any discrimination  
8 whatsoever against Chavez, Box, and/or Hanson or any other person.

9 In the interest of resolving this matter, and as a result of having engaged in  
10 comprehensive settlement negotiations, the Parties have agreed that this action should be  
11 finally resolved by entry of this Decree. The Parties do not object to the jurisdiction of  
12 the Court over this action and waive their rights to a jury trial and the entry of findings of  
13 fact and conclusions of law. The parties agree that this Consent Decree is fair,  
14 equitable, and reasonable and does not violate the law or public policy.

15 It is hereby **ORDERED, ADJUDGED AND DECREED:**

16 1. That the terms of this Decree pertain to the Defendant's facility located at 7822  
17 South 46<sup>th</sup> Street, Phoenix, AZ 85044.

18 2. This Decree resolves all claims of the Commission against Defendant BAE,  
19 including back pay, compensatory and punitive damages, interest, and injunctive relief  
20 arising out of the issues in this lawsuit.

21 **MONETARY RELIEF**

22 3. Without admitting liability, Defendant shall pay the gross sum of \$40,000.00  
23 to Margaret Chavez by check no later than 60 days from the Court's entry of the Consent  
24 Decree. The check shall be made payable to Ms. Chavez and mailed to the address  
25 provided by the Commission. The payment to Ms. Chavez represents settlement of  
26 compensatory damages. Defendant will issue United States Internal Revenue Service  
27 Form 1099 to Ms. Chavez for the compensatory damages for the tax year during which  
28 payment is made.

1 4. Without admitting liability, Defendant shall pay the gross sum of \$63,000.00  
2 to Laura Box by check no later than 60 days from the Court's entry of the Consent  
3 Decree. The check shall be made payable to Ms. Box and mailed to the address provided  
4 by the Commission. The payment to Ms. Box represents settlement of compensatory  
5 damages. Defendant will issue United States Internal Revenue Service Form 1099 to Ms.  
6 Box for the compensatory damages for the tax year during which payment is made.

7 5. Without admitting liability, Defendant shall pay the gross sum of \$7,000.00 to  
8 Christine Hanson by check no later than 60 days from the Court's entry of the Consent  
9 Decree. The check shall be made payable to Ms. Hanson and mailed to the address  
10 provided by the Commission. The payment to Ms. Hanson represents settlement of  
11 compensatory damages. Defendant will issue United States Internal Revenue Service  
12 Form 1099 to Ms. Hanson for the compensatory damages for the tax year during which  
13 payment is made.

14 6. Within three business days of the issuance of the checks, Defendant shall  
15 submit copies of the checks or money orders and all related correspondence to Mary Jo  
16 O'Neill, Regional Attorney, Equal Employment Opportunity Commission, 3300 North  
17 Central Avenue, Suite 690, Phoenix, Arizona 85012.

18 **OTHER RELIEF**

19 7. Defendant shall institute and carry out policies and practices that help assure a  
20 work environment free from sex and age discrimination for its employees and that allow  
21 employees to raise concerns or complaints without retaliation about matters, whether  
22 alleged, perceived or actual, made unlawful by Title VII. To assist Defendant in its  
23 efforts to assure such a work environment, Defendant shall take the actions provided in  
24 paragraphs 8 through 21 of this Decree.

25 **TRAINING**

26 8. Defendant shall provide training on sex and age discrimination, and on  
27 retaliation, for a period of two years from the date of this Decree. The training shall  
28 include: (1) what constitutes sex discrimination, age discrimination, and retaliation; (2)

1 that Title VII , the Equal Pay Act and the Age Discrimination in Employment Act  
2 prohibit such discrimination and retaliation; (3) how to prevent such discrimination and  
3 retaliation; (4) to whom employees may complain if they feel they have been subjected to  
4 such discrimination and retaliation; (5) an explanation of Defendant's policies  
5 proscribing such discrimination and retaliation.

6 9. During the two years Defendant will provide training by qualified Human  
7 Resources personnel, such as the Human Resources Director. The lecturer shall conduct  
8 one or more live training seminars as necessary to provide training to all of Defendant's  
9 employees, both managers and non-managers. The live seminar will be videotaped by a  
10 qualified videographer. New employees shall view the videotape within thirty days of  
11 commencing employment.

12 10. At least sixty (60) days prior to each proposed training seminar, Defendant  
13 shall submit the name(s), address(es), telephone number(s) and resume(s) of the proposed  
14 consultant/lecturer(s), to the Regional Attorney of the Phoenix District Office of the  
15 EEOC .

16 11. During the first year, 2009, the training seminars shall be conducted within  
17 four months of the entry of this Decree. During the second year the training seminar  
18 shall be conducted between eleven (11) and thirteen (13) months after the completion of  
19 the preceding seminar.

20 12. The training seminars shall be no less than two hours, plus an additional period  
21 for questions and answers. All of Defendant's employees, including managers and non-  
22 managers, shall register, by signing a sign-in sheet, when they attend a training seminar.  
23 The registry of attendance shall be retained by Defendant for the duration of this Decree.  
24 New employees shall also sign a document confirming that they have viewed the training  
25 within 30 days of hire.

26 13. During the live training seminars, Defendant's senior leadership shall speak to  
27 the employees about the importance of maintaining an environment free of  
28 discrimination.

**WRITTEN POLICIES**

1  
2 14. Within sixty (60) days of the entry of this Decree, Defendant shall develop  
3 written policies, or revise existing policies, concerning sex and age discrimination to  
4 conform with the law. The written policies must include at a minimum:

5 A. Clear and complete definitions of sex and age discrimination.

6 B. A statement that discrimination on the basis of sex and age is illegal,  
7 prohibited, and will not be tolerated.

8 C. A statement that the payment of lower wages based on gender is  
9 illegal, prohibited, and will not be tolerated.

10 D. A clear and strong encouragement of persons who believe they have  
11 been discriminated against on the basis of sex and age, to come forward.

12 E. The identification of internal procedures of Defendant, with  
13 telephone numbers, through which employees can report discrimination on the basis of  
14 sex and age.

15 F. An assurance that Defendant will investigate allegations of  
16 discrimination promptly, fairly, reasonably and effectively, using appropriate  
17 investigators and that appropriate corrective action will be taken by Defendant when  
18 appropriate.

19 G. A description of the consequences, up to and including termination,  
20 which will be imposed upon violators of the policies proscribing sex and age  
21 discrimination.

22 H. An assurance of maximum feasible confidentiality for persons who  
23 believe that they have been subjected to unlawful discrimination based on gender, sex  
24 and age.

25 I. An assurance of non-retaliation for persons and witnesses who report  
26 to Defendant that they believe they have been subjected to unlawful discrimination  
27 because of their gender, sex or age. These policies will be distributed to all current  
28 employees and shall be distributed to new employees, temporary and regular, when hired.

**DISCIPLINE**

1  
2 15. Defendant shall take immediate, appropriate corrective action to discipline  
3 employees, including managers, who engage in sex discrimination, age discrimination,  
4 and retaliation through consequences that include termination under appropriate  
5 circumstances.

6 16. Defendant shall promptly and appropriately investigate all complaints made to  
7 Defendant's Human Resources Department pursuant to the policy of regarding  
8 discrimination in payment of wages, sex and age discrimination. The investigation shall  
9 include, if necessary, written interviews of all complainants and witnesses identified.

10 17. Defendant shall take immediate appropriate corrective action to discipline  
11 violators and to eradicate the discrimination.

**NOTICE**

12  
13 18. Defendant shall post for the duration of this Decree, in a prominent place  
14 frequented by its employees at its facilities, the notice attached as Exhibit A. The notice  
15 shall be the same type, style, and size as Exhibit A.

**REFERENCE**

16  
17 19. Defendant shall also provide a letter of reference for Ms. Chavez, Ms. Box and  
18 Ms. Hanson to all prospective employers; the letter will provide dates of employment,  
19 title, and hourly rate. Ms. Box, Ms Chavez and Ms. Hanson will refer any requests for  
20 non-written references to the Director of Human Resources who will provide a neutral  
21 reference.

**RECORD EXPUNGEMENT**

22  
23  
24 20. Defendant shall expunge from the personnel file of Ms Chavez and Ms. Box:  
25 (a) all references to the charge of discrimination filed against Defendant that formed the  
26 basis of this action; and (b) all references to their participation in this action.

**REPORTING BY DEFENDANT AND ACCESS BY EEOC**

1  
2 21. In addition to any other reporting requirements set forth herein, Defendant  
3 shall provide the following information in writing, confirmed by affidavit, to the  
4 Regional Attorney of the Commission's Phoenix District Office at the address set forth  
5 above beginning six (6) months from the date of the entry of this Decree and thereafter  
6 every six (6) months for the duration of the Decree:

7 A. Upon its completion, a copy of the revised policies created in accordance  
8 with the requirements of this Decree;

9 B. A confirmation that (i) the Notice required by this Decree was posted, the  
10 date of posting, and the location in which it was posted, and (ii) the policies required by  
11 this Decree were distributed.

**PROCEDURES AND REMEDIES FOR NON-COMPLIANCE**

12  
13 22. In the event that the Commission believes that Defendant has failed to comply  
14 with any provision(s) of this Consent Decree, it shall notify Defendant in writing of the  
15 non-compliance and afford Defendant twenty days after service of the notice to remedy  
16 the non-compliance. Said notice shall be sent via fax and U.S. mail to Defendant's  
17 Director of Human Resources at 7822 South 46<sup>th</sup> Street. Phoenix, AZ 85044, fax 602-  
18 643-7596, and Kristen Culbertson and Mark Ogden at Littler Mendelson, 2425 East  
19 Camelback #900, Phoenix, AZ 85021, fax 602-957-1801.

20 23 If Defendant has not remedied the alleged non-compliance in twenty (20) days  
21 after service of notice, the EEOC may petition this Court to enforce the terms of the  
22 Decree.


23 24. In the event the Court finds that Defendant has violated this Decree, as  
24 evidenced by a final judgment against Defendant, the Court may order reasonable relief  
25 to remedy the non-compliance, including attorneys' fees and costs, daily fines,  
26 appropriate injunctive relief, and extension of this Consent Decree for such period as may  
27 be necessary to remedy its non-compliance.  
28

**DURATION**

1  
2 25. This Court shall retain jurisdiction of this action for a period of twenty four  
3 (24) months after entry of the Decree. This Decree shall expire by its own terms at the  
4 end of twenty four (24) months after entry of the Decree, without further action by the  
5 parties or the Court.

6 26. The parties agree to the entry of this Decree subject to final approval by the  
7 Court.

8 Dated this 2nd day of June, 2009.

9  
10  
11  
12   
13 Edward C. Voss  
United States Magistrate Judge

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

APPROVED AND CONSENTED TO:

s/Mary O'Neill  
MARY JO O'NEILL  
Regional Attorney

s/ Sally Shanley  
SALLY C. SHANLEY  
Supervisory Trial Attorney

s/Meenoo Chahbazi  
MEENOO CHAHBAZI  
Trial Attorney  
  
Equal Employment Opportunity  
Commission  
Phoenix District Office  
3300 N. Central Ave., Suite 690  
Phoenix, Arizona 85012  
Attorneys for Plaintiff

signature on original PDF  
JACK RUBINO  
Senior Counsel for BAE Systems Simula,  
Inc.

s/Kristin Culbertson  
J. MARK OGDEN,  
KRISTIN CULBERTSON  
Littler Mendelson, P.C.  
2425 E. Camelback Rd., Suite 900  
Phoenix, Arizona 85016  
Telephone: (602) 474-3600  
Attorneys for Defendant BAE Systems,  
Inc.

**ATTACHMENT A**

**NOTICE TO ALL EMPLOYEES OF  
BAE SYSTEMS SIMULA, INC.**

It is unlawful under federal law and state law to discriminate against an employee on the basis of sex and age. It is also unlawful to retaliate against any person because the person protested discriminatory practices or contacted the EEOC.

BAE Systems Simula, Inc. will not discriminate against any employee or temporary employee on the basis of age or sex or pay unequal wages on the basis of gender and will not retaliate against any employee or temporary employee.

If you believe you have been discriminated against by BAE Systems Simula, Inc, you also have the right to seek assistance from:

- (1) **BAE Systems Simula, Inc.**, Human Resources Department; or
- (2) **EEOC**, 3300 North Central Avenue, Suite 690, Phoenix, Arizona 85012, (602) 640-5000; or
- (3) **Arizona Civil Rights Division (“ACRD”) of the Attorney General's Office**, 1275 W. Washington, Phoenix, Arizona, 85007, Telephone: (602) 542-5263 or TDD: (602) 542-5002 or Toll Free: (877) 491-5742 or Toll Free TDD: (877) 624-8090.

You have the right to file a charge with the EEOC or the ACRD if you believe you are being discriminated against.

No Retaliation Clause. No action may be taken against you by any supervisory or management official of BAE Systems Simula, Inc. for (1) opposing discriminatory practices made unlawful by federal law, (2) filing a charge or assisting or participating in the filing of a charge of discrimination, or (3) assisting or participating in an investigation or proceeding brought under state or federal law anti-discrimination laws. Should any such retaliatory actions be taken against you, you should immediately contact BAE Systems Simula, Inc. and the EEOC or the ACRD at the addresses or telephone numbers listed above.

Dated:

---

John Pepe  
Phoenix Site Manager and Director of Operations