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JS-6



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12 **UNITED STATES DISTRICT COURT**
 13 **CENTRAL DISTRICT OF CALIFORNIA**

14 U.S. EQUAL EMPLOYMENT)	Case No.: 2:18-CV-02323-VAP-FFM
15 OPPORTUNITY COMMISSION,)	
)	CONSENT DECREE AND PROPOSED
16 Plaintiff,)	ORDER
)	
17 vs.)	
)	
18 THE GUIDANCE CHARTER SCHOOL, and)	
19 Does 1-10, Inclusive,)	
)	
20)	
21 Defendant(s).)	
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I.

INTRODUCTION

Plaintiff U.S. Equal Employment Opportunity Commission (“EEOC” or the “Commission”), and Defendant The Guidance Charter School (“Defendant” or “Guidance”), hereby stipulate and agree to entry of this Consent Decree to resolve the Commission’s lawsuit against Guidance in U.S. Equal Employment Opportunity Commission v. The Guidance Charter School, Case No. 2:18-CV-02323-VAP-FFM (the “Action”) filed under the Equal Pay Act of 1963 (“EPA”), Title VII of the Civil Rights Act of 1964 (“Title VII”), and Title I of the Civil Rights Act of 1991. The EEOC and Guidance are referred to collectively as the “Parties.” The Action alleges Defendant willfully paid female Charging Party Deserae Rodriguez (“Charging Party” or “Rodriguez”) less than her male comparator for equal work in violation of the EPA and Title VII.

II.

PURPOSES AND SCOPE OF THE CONSENT DECREE

A. The Parties agree that this Action should be fully and completely resolved by entry of this Consent Decree (“Decree”). This Decree shall be binding on and enforceable against Guidance and its parents, subsidiaries, officers, directors, agents, successors, and assigns.

B. The Parties have entered into this Decree for the following purposes:

1. To provide monetary and injunctive relief;
2. To ensure that Guidance’s employment practices comply with federal law;
3. To ensure a work environment free from discrimination, especially as it relates to equal pay and sex discrimination;
4. To ensure Guidance’s managers and employees are trained on the pertinent laws regarding equal pay and sex discrimination;
5. To ensure an appropriate and effective mechanism are in place for handling complaints of sex discrimination and equal pay violations; and
6. To avoid litigation costs.

C. Guidance denies all wrong doing and liability for any and all claims asserted in this Action.

1 The Decree shall not constitute an admission by Guidance of violation of any law. Guidance is
2 committed to compliance with the terms of the Decree as entered by the Court.

3 **III.**

4 **RELEASE OF CLAIMS**

5 A. This Decree serves to fully and completely resolve all issues, claims, and allegations
6 raised by the EEOC against Defendant in this Action.

7 B. Nothing in this Decree shall be construed to preclude any party from bringing suit to
8 enforce this Decree in the event that any party hereto fails to perform the promises and
9 representations contained herein.

10 C. Nothing in this Decree shall be construed to limit or reduce any obligations to comply
11 fully with the EPA, Title VII, or any other federal employment statute.

12 D. This Decree in no way affects the EEOC's right to bring, process, investigate, or litigate
13 other charges that may be in existence or may later arise against any party in accordance with
14 standard EEOC procedures.

15 **IV.**

16 **JURISDICTION**

17 A. The Court has jurisdiction over the Parties and the subject matter of this lawsuit. The
18 Complaint asserts claims that, if proven, would authorize the Court to grant the equitable relief
19 set forth in this Decree.

20 B. The terms and provisions of this Decree are fair, reasonable, and just.

21 C. This Decree conforms to the Federal Rules of Civil Procedure and any other federal
22 statute(s), and is not in derogation of the rights or privileges of any person.

23 D. The Court shall retain jurisdiction of this Action during the duration of the Decree for the
24 purposes of entering any order, judgment, or decree that may be necessary to implement the
25 relief provided herein.

26 **V.**

27 **EFFECTIVE DATE, OPERATIVE DATE, AND DURATION OF DECREE**

28 A. Except as otherwise provided herein, the provisions and agreements contained herein are

1 effective immediately upon the date which this Decree is entered by the Court (the “Effective
2 Date”).

3 B. The “Operational Date” is the date Defendant commences student instruction as an
4 elementary or secondary school with no less than 15 employees. Thirty (30) days prior to the
5 Operational Date, Defendants shall notify the EEOC of the date it will commence operations of
6 an elementary or secondary school.

7 C. Except as otherwise provided herein, this Decree shall remain in effect for two (2) years
8 after the Effective Date. This Consent Decree shall expire by its own terms at the end of two (2)
9 years without further action by the parties.

10 VI.

11 MODIFICATION AND SEVERABILITY

12 A. This Decree constitutes the complete understanding of the Parties with respect to the
13 matters contained herein. No waiver, modification, or amendment of any provision of this
14 Decree will be effective unless made in writing and signed by an authorized representative of
15 each of the Parties.

16 B. If one or more provisions of the Decree are rendered unlawful or unenforceable, the
17 Parties shall make good faith efforts to agree upon appropriate amendments to this Decree in
18 order to effectuate the purposes of the Decree. In any event, the remaining provisions will
19 remain in full force and effect unless the purposes of the Decree cannot, despite the Parties’ best
20 efforts, be achieved.

21 C. By mutual agreement of the Parties, this Decree may be amended or modified in the
22 interests of justice and fairness in order to effectuate the provisions of this Decree.

23 VII.

24 COMPLIANCE AND DISPUTE RESOLUTION

25 A. The Parties agree that if the EEOC has reason to believe that Guidance has failed to
26 comply with any provision of this Decree, the EEOC may bring an action before this Court to
27 enforce the Decree. Prior to initiating such action, the EEOC will notify Guidance and its legal
28 counsel of record, in writing, of the nature of the dispute. Guidance shall have twenty-one (21)

1 business days to attempt to resolve or cure the breach. The Parties may agree to extend this
2 period upon mutual consent.

3 B. After thirty (30) business days have passed, inclusive of the twenty-one business (21)
4 days to resolve or cure the breach referenced in Section VII.A, from the written notice with no
5 resolution or agreement to extend the time, the EEOC may petition this Court for resolution of
6 the dispute, seeking all available relief, including an extension of the term of the Decree for such
7 period of time as Guidance is shown to be in breach of the Decree, the EEOC's costs and
8 attorneys' fees incurred in securing compliance with the Decree, and/or any other relief that the
9 Court may deem appropriate.

10 VIII.

11 **MONETARY AND CLAIMANT SPECIFIC RELIEF**

12 A. Monetary Relief

13 1. In settlement of this lawsuit, Guidance shall pay Charging Party Deserae
14 Rodriguez a total of \$8,000 (eight thousand dollars) in monetary relief to resolve this Action (the
15 "Settlement Amount"), and resolves all claims asserted on behalf of Rodriguez.

16 2. The EEOC has designated that Defendant's payment to Charging Party Deserae
17 Rodriguez will be non-wage compensation; thus, no tax withholdings shall be made. Defendant
18 shall prepare and distribute a 1099 tax reporting form to Rodriguez, if required by law, and shall
19 make any appropriate reports to the Internal Revenue Service and other tax authorities. The 1099
20 shall be prepared and issued at the time the check is distributed to the Charging Party. To the
21 extent the check needs to be reissued, the EEOC will notify Guidance.

22 3. Within ten (10) business days of the Effective Date, Guidance shall forward, via
23 Certified U.S. Mail or Overnight Mail, the Settlement Amount to Rodriguez. Within ten (10)
24 business days of the issuance of the Settlement Amount, Guidance shall submit a copy of the
25 check and related correspondence to the Regional Attorney, Anna Y. Park, U.S. Equal
26 Employment Opportunity Commission, 255 East Temple Street, 4th Floor, Los Angeles, CA
27 90012.

28 4. As part of this settlement, the EEOC will secure from Rodriguez a release and

1 waiver of claims against Guidance, including all claims pertaining to this litigation and the
2 charge of discrimination which gave rise to the EEOC's lawsuit. A copy of the release and
3 waiver of all claims is attached as Attachment "A". After receiving confirmation from Rodriguez
4 that she has received the amounts specified in Paragraph 1 above, the EEOC shall promptly
5 transmit the executed Attachment A Release and Waiver forms to counsel for Guidance.

6 B. Claimant Specific Relief

7 Guidance shall provide a positive letter of reference for Charging Party, which shall be
8 submitted to the EEOC for its approval within thirty (30) days of the Effective Date.

9 Additionally, Guidance will provide verification of Charging Party's employment to any
10 prospective employer. Such verification shall be limited to Charging Party's name, job title,
11 employment classification (*e.g.* full or part-time), date of hire, and last date of employment.

12 **IX.**

13 **GENERAL INJUNCTIVE RELIEF**

14 A. Non-Discrimination

15 1. Guidance, its directors, officers, agents, management, successors, assigns, and all
16 those acting in concert or participation with them, or any of them, are hereby enjoined from:

17 a. Discriminating against any employee in violation of Title VII on the basis
18 of sex, including, but not limited to, engaging in any unfair wage practices and/or paying any
19 individual less for equal work on the basis of sex;

20 b. Engaging in or being a party to any action, policy, or practice that is
21 intended or known to have the effect of discriminating against any employee in violation of Title
22 VII on the basis of sex, including, but not limited to, engaging in any unfair wage practices and/or
23 paying any individual less for equal work on the basis of sex;

24 c. Discriminating against any employee in violation of the EPA on the basis
25 of sex, including, but not limited to, engaging in any unfair wage practices and/or paying any
26 individual less for equal work on the basis of sex; or

27 d. Engaging in or being a party to any action, policy, or practice that is
28 intended or known to have the effect of discriminating against any employee in violation of the

1 EPA on the basis of sex, including, but not limited to, engaging in any unfair wage practices
2 and/or paying any individual less for equal work on the basis of sex.

3 **B. Non-Retaliation**

4 1. Guidance, its directors, officers, agents, management, successors, assigns, and all
5 those acting in concert or participation with them, or any of them, are hereby enjoined from:

6 a. Retaliating against any employee for complaining of sex discrimination;

7 b. Retaliating against any employee for complaining of unfair wage practices
8 and/or unequal pay for equal work;

9 c. Engaging in, implementing, or permitting any action, policy, or practice
10 that recommends, insists upon, and/or requires pay secrecy, particularly following any complaint
11 of pay discrimination on the basis of sex, including, but not limited to any complaint of unfair
12 wage practices and/or unequal pay for equal work; or

13 d. Engaging in, implementing, or permitting any action, policy, or practice
14 that constitutes retaliation in violation of the EPA or Title VII against any current or former
15 employee or applicant because he or she has in the past or during the term of this Decree:

16 i. opposed any practice that he or she believes to be discriminatory or
17 retaliatory in violation of Title VII or the EPA;

18 ii. filed a charge of discrimination alleging such practice;

19 iii. testified or participated in any manner in any investigation
20 (including without limitation, any internal investigation undertaken by Guidance), proceeding in
21 connection with this case and/or relating to any claim of a Title VII or EPA violation;

22 iv. been identified as a possible witness or claimant in this Action;

23 v. asserted any rights under this Decree; or

24 vi. sought and/or received any relief in accordance with this Decree.

25 **C. Training**

26 Within ninety (90) days of the Operational Date and once annually during the Decree
27 term:

28 1. Every executive, managerial, and supervisory employee shall be required to

1 attend a live Management Training regarding equal pay practices, sex discrimination, and
2 retaliation. The Management training shall be conducted annually and last for a duration of at
3 least two hours throughout the term of this Decree.

4 2. Any management employee who fails to attend any scheduled Management
5 Training shall be trained within thirty (30) days of the live Management Training.

6 3. The Management Training shall include training on how to properly set salaries,
7 commissions, and any other components of an employee's compensation package in compliance
8 with Title VII and the EPA. The Management Training shall further include how to properly
9 handle, investigate, and respond to complaints of discrimination, unfair wage practices, and
10 retaliation in a fair and neutral manner; how to take preventive and corrective measures against
11 discrimination, unfair pay practices, and retaliation; and how to recognize sex discrimination,
12 unfair pay practices, and retaliation.

13 4. Any employee required to attend any training under this Decree shall verify in
14 writing his or her attendance at each training.

15 5. Within sixty (60) days after the Operational Date, Defendant shall submit to the
16 EEOC a description of the trainings to be provided and an outline of the curriculum developed
17 for the trainees. Upon receipt, the EEOC may provide comment within thirty (30) days regarding
18 any necessary revisions to the training.

19 D. Policies and Procedures

20 The following provisions related to Policies and Procedures will go into effect as of the
21 Operational Date, except as otherwise provided herein:

22 1. Revision of Policies

23 a. Within sixty (60) days of the Operational Date, Defendant shall review
24 and, if necessary, revise its policies and procedures on sex discrimination, equal pay, and
25 retaliation.

26 2. The revised policy shall include:

27 a. A clear explanation of employee's rights and responsibilities under Title
28 VII and the EPA as it relates to sex discrimination and equal pay;

1 b. A clear explanation of the employer’s responsibilities and obligations
2 under Title VII and the EPA as it relates to sex discrimination and equal pay;

3 c. A clear explanation of Defendant’s complaint procedures as they pertain
4 to Title VII and EPA complaints;

5 d. A clear explanation of the duties of supervisory, human resources, and
6 other management personnel in ensuring equal pay; and

7 e. A clear explanation of Defendant’s non-retaliation commitment.

8 3. Distribution of Policy

9 a. Within sixty (60) days of the Operational Date Defendant shall provide to
10 the EEOC a copy of all current and revised anti-discrimination, equal pay, and anti-retaliation
11 policies;

12 b. Within seventy-five (75) days of the Operational Date and on an annual
13 basis thereafter, Defendant shall ensure that it has distributed or made available all policies to all
14 employees, including management employees, in a language they understand;

15 c. Within ninety (90) days of the Operational Date Defendant shall submit to
16 the EEOC a statement confirming distribution of the policies;

17 d. Within five (5) days of the date of hire, for the remainder of the term of
18 this Decree, every new employee, including non-managerial, managerial, and supervisory
19 employee shall receive Defendant’s policies and procedures on discrimination, equal pay, and
20 retaliation, including the internal complaint procedures.

21 e. On an annual basis through the term of the Decree, Defendant shall submit
22 to the EEOC a statement confirming the distribution of the Policy to any person hired after the
23 initial distribution but within the term of the Decree.

24 4. Posting of Policy

25 a. Within sixty (60) days of the Operational Date and throughout the
26 duration of the Decree, Defendant shall ensure that it has physically posted the Policy in legible
27 font, in a conspicuous place at all Defendant’s facilities, and in an area accessible to all
28 employees.

1 (30) days prior to the execution of any agreement for acquisition or assumption of control of any
2 or all of Guidance's facilities, or any other material change in corporate structure, and shall
3 simultaneously inform the EEOC of same.

4 B. During the term of this Consent Decree, Guidance and its successors shall assure that
5 each of its directors, officers, human resources personnel, managers, and supervisors is aware of
6 any term(s) of this Decree which may be related to his/her job duties.

7 C. Unless otherwise stated, all notices, reports, and correspondence required under this
8 Decree shall be delivered to the attention of the Regional Attorney, Anna Y. Park, U.S. Equal
9 Employment Opportunity Commission, Los Angeles District Office, 255 E. Temple St., 4thFl.,
10 Los Angeles, CA 90012.

11 D. The Parties agree to entry of this Decree and judgment subject to final approval by the
12 Court.

13 U.S. EQUAL EMPLOYMENT
14 OPPORTUNITY COMMISSION

15 Date: February 19, 2019

/s/ Anna Y. Park
Anna Y. Park, Regional Attorney
Attorney for Plaintiff EEOC

17 Date: February 19, 2019

18 THE GUIDANCE CHARTER SCHOOL
19 /s/ Kamal Al-Khatib
Kamal Al-Khatib, CEO

21 WALSH & ASSOCIATES, APC

22 Date: February 19, 2019

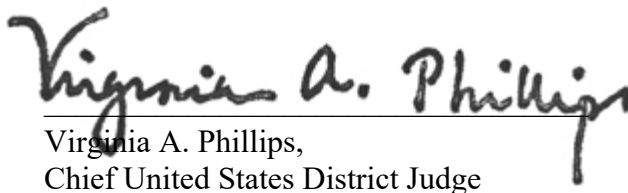
/s/ George Ordonez
George Ordonez
Attorneys for Defendant
The Guidance Charter School

1 **ORDER**

2 **GOOD CAUSE APPEARING:**

3 The Court hereby retains jurisdiction and the provisions of the foregoing Consent Decree
4 are hereby approved and compliance with all provisions thereof is fair, reasonable, and just.

5
6 **IT IS SO ORDERED.**

7 
8 Virginia A. Phillips,
9 Chief United States District Judge

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11 DATED this 27th day of February, 2019.

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