

COPY FOR CERTIFICATION

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MICHAEL K. JEANES, Clerk
By L. Gilbert
Gilbert, Deputy

1 TERRY GODDARD
The Attorney General
2 Firm No. 14000

3 Christopher R. Houk
State Bar No. 020843
4 Assistant Attorney General
Civil Rights Division
5 1275 W. Washington St.
Phoenix, Arizona 85007
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Attorneys for Plaintiff
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10 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA
11 IN AND FOR THE COUNTY OF MARICOPA

12 THE STATE OF ARIZONA ex rel. TERRY
13 GODDARD, the Attorney General, and THE
14 CIVIL RIGHTS DIVISION OF THE ARIZONA
DEPARTMENT OF LAW,
15

16 Plaintiff,

17 vs.

18 CITIFINANCIAL, INC., a Maryland corporation,
19 CPS SECURITY (USA), INC., a Nevada
20 corporation,
21

22 Defendant.

No. CV05-015054

23 **CONSENT DECREE**

(Assigned to the Honorable Ruth H.
24 Hilliard)

25 On September 27, 2005, Plaintiff, the State of Arizona ("State"), through
26 Attorney General Terry Goddard and the Civil Rights Division, filed a Complaint in this action
27 in Maricopa County Superior Court against Defendants CitiFinancial Inc. ("CitiFinancial") and
28 CPS Security (USA), Inc. ("CPS Security") (collectively referred to as "Defendants") alleging
employment discrimination based upon sex, in violation of the Arizona Civil Rights Act,

1 A.R.S. § 41-1401 *et seq.*

2 Defendants have denied the allegations contained in the Complaint in this action,
3 and Defendants and the State desire to resolve the issues raised by the Complaint without the
4 time, expense and uncertainty of further contested litigation. Defendants and the State expressly
5 acknowledge that this Decree is the compromise of disputed claims and that there was no
6 adjudication of any claim and that Defendants have not admitted any unlawful action on their
7 part. Defendants agree to be bound by this Decree and not to contest that it was validly entered
8 into in any subsequent proceeding to implement or enforce its terms. The parties, therefore,
9 have consented to the entry of this Decree, waiving trial, findings of fact and conclusions of
10 law.

11 It appearing to the Court that entry of this Decree will further the objectives of
12 the Arizona Civil Rights Act, and that the Decree fully protects the parties, the public, and
13 persons who may in the future be discriminated against by the practices described in the State's
14 Complaint, with respect to the matters within the scope of this Decree.

15
16 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND**
17 **DECREEED AS FOLLOWS:**

18
19 **JURISDICTION**

20 1. This Court has jurisdiction over the subject matter of this action and over
21 the parties hereto, and venue in Maricopa County is proper.

22
23 **RESOLUTION OF THE COMPLAINT**

24 2. This Decree resolves all issues and claims relating to acts and practices of
25 discrimination to which this Decree is directed, and, with respect to such matters, compliance
26 with this Decree shall be deemed to be in compliance with the Arizona Civil Rights Act.

1 **NO RETALIATION OR DISCRIMINATION**

2 3. Defendants CitiFinancial and CPS Security will take all reasonable steps to
3 enforce their policies against discrimination and retaliation against any employee for that
4 employee's opposition to a practice made unlawful by the Arizona Civil Rights Act, or for
5 participation in the State's investigation and litigation.

6 4. Defendants CitiFinancial and CPS Security agree that it is an unlawful
7 employment practice under the Arizona Civil Rights Act, A.R.S. § 41-1401 et seq. to
8 discriminate on the basis of sex with regard to its employees.

9
10 **POLICY CHANGES**

11 5. Within ninety (90) days of the effective date of this Decree, Defendants
12 agree to publish their policies prohibiting discrimination on the basis of sex in Defendants'
13 workplaces. The policies advise employees that discrimination on the basis of sex is prohibited
14 by state anti-discrimination laws, that it is contrary to the policies of Defendants, and that any
15 employee who feels that he or she has been discriminated against in violation of the policy should
16 promptly contact the persons identified in said policies and report the offensive conduct.

17 6. Defendants agree that these policies and procedures will be published and
18 distributed to all of their employees and/or other persons who are responsible for the
19 management or supervision of each facility currently owned, managed, sponsored and/or
20 controlled by Defendants in the State of Arizona within ninety (90) days after the effective date
21 of this Decree. Defendants further agree to post these policies in a location where they post
22 other notices and/or information which are either required by law or of importance to
23 Defendants' employees.

24 7. Defendants agree to provide the State a copy of these policies and
25 procedures within sixty (60) days after the effective date of this decree for the State's approval.
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1 **TRAINING**

2 8. Within ninety (90) days of the effective date of this Decree, all of
3 Defendants' current employees working in the State of Arizona shall receive a copy of
4 Defendants' policy against discrimination. In addition, all supervisory personnel shall receive
5 training on preventing sex discrimination provided by an internal or external instructor and
6 consisting of not less than two (2) hours of instruction. Defendants agree to pay for all costs
7 associated with such training.

8 9. Within one hundred twenty (120) days of the effective date of this Decree,
9 Defendants agree to provide written notice to the State confirming the date, time, location of the
10 training, the subjects covered in the training, and a list of who attended the training. Defendants
11 shall provide their policies against discrimination to all new employees within thirty (30) days
12 of their hire.

13
14 **NEUTRAL EMPLOYMENT REFERENCES**

15 10. Defendant CPS Security agrees to provide Dar El Salam El Wasil
16 Awadalla Mohamed ("Ms. Mohamed"), aggrieved party, with neutral employment references
17 in the future. Defendants CPS Security and CitiFinancial shall not inform prospective
18 employers of the charges of employment discrimination Ms. Mohamed filed against
19 Defendants.

20
21 **MONETARY RELIEF FOR CHARGING PARTY**

22 11. Upon signing this Decree, Defendants agree to pay Ms. Mohamed the sum
23 of \$23,000.00 in full and final settlement of the issues raised in the Complaint within ten (10)
24 days of the entry of this Decree. Proof of such payment will be provided to the State within
25 five (5) days thereafter.

26 12. The parties shall bear their respective attorneys' fees and costs incurred in
27 this action up to the date of entry of this Decree. In any action brought to assess or enforce
28

1 Defendants' compliance with the terms of this Decree, the Court in its discretion may award
2 reasonable costs and attorneys' fees to the prevailing party.

4 MONITORING FEES FOR THE STATE

5 13. The State shall be entitled to monitor this Decree to ensure Defendants'
6 compliance.

7 14. Upon entry of this Decree, Defendants will jointly pay the State the sum of
8 ONE THOUSAND DOLLARS (\$1,000.00) (or \$500.00 each) to monitor compliance with the
9 provisions of this Decree and to enforce civil rights laws in Arizona. Payment will be made by
10 each Defendant by delivering to the State a check in the amount of \$500.00 made payable to
11 the "Arizona Attorney General" as payee, and delivered to the State within ten (10) days of the
12 day the court enters this Decree.

14 CONTINUING JURISDICTION OF THE COURT

15 15. The Court shall retain jurisdiction over both the subject matter of this
16 Consent Decree and the parties for a period of not more than one (1) year from entry of the
17 Decree to effectuate and enforce this Decree. This Decree shall expire by its own terms one
18 year after the effective date, without further action of the parties. The State may petition this
19 Court for compliance with this Decree at any time during the period that this Court maintains
20 jurisdiction over this action. Should the Court determine that Defendants have not complied
21 with this Decree, appropriate relief, including extension of this Decree for such period as may
22 be necessary to remedy its non-compliance, may be ordered.

25 MISCELLANEOUS PROVISIONS

26 16. This Decree shall be governed in all respects whether as to validity,
27 construction, capacity, performance or otherwise by the laws of the State of Arizona.

1 17. This Decree shall be binding on Defendants, their agents, employees,
2 successors, assigns.

3
4 **RELEASE**

5 18. Except for the obligations of Defendants that are expressly set forth in this
6 Decree, Defendants and its past, present, and future officers, shareholders, directors, managers,
7 members, employees, agents, partners, affiliates, insurers, parents, successors and assigns are
8 released from any and all civil liability to the State for the issues and claims raised in the State's
9 Complaint in this matter.

10
11 **NOTICE**

12 19. When this Decree requires the submission of payment, reports, notices or
13 other materials to the State, they shall be mailed to: Christopher R. Houk, Assistant Attorney
14 General, Office of the Attorney General, 1275 W. Washington Street, Phoenix, Arizona 85007,
15 or his successors.

16
17 **MODIFICATION**

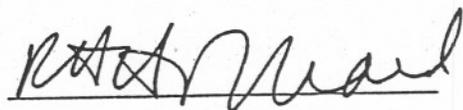
18 20. There shall be no modification of this Decree without the written consent
19 of Defendants and the State and the further order of this Court. In the event of a material
20 change of circumstances, the parties agree to make a good faith effort to resolve this matter. If
21 the parties are unable to reach agreement, either party may ask the Court to make such
22 modifications as are appropriate.

23
24 **EFFECTUATING DECREE**

25 21. The parties agree to the entry of this Decree upon final approval by the
26 Court. The effective date of this Decree shall be the date that it is entered by the Court.
27
28

1 22. This Decree may be executed by the parties in one or more counterparts,
2 each of which shall be deemed an original, but all of which shall constitute one and the same
3 instrument.

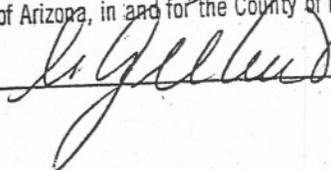
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5 ENTERED AND ORDERED this 13 day of Feb. 2006.

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9 Honorable Ruth H. Hilliard
10 Maricopa County Superior Court

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12
13 The foregoing instrument is a full, true and correct copy
14 of the original document.

15 Attest February 17 2006
16 MICHAEL K. JEANES, Clerk of the Superior Court of the
17 State of Arizona, in and for the County of Maricopa.

18 By  Deputy
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1 APPROVED AS TO FORM AND CONTENT
this 13th day of February 2006:

2
3 TERRY GODDARD
4 Attorney General

5
6 By Christopher Houk
7 Christopher R. Houk
8 Assistant Attorney General
9 1275 W. Washington Street
10 Phoenix, Arizona 85007
Attorneys for Plaintiff State of Arizona

11 APPROVED AS TO FORM AND CONTENT
12 this 13th day of February 2006:

13 ALLEN LAW FIRM LLC

14
15 By William P. Allen
16 William P. Allen, Esq.
17 1650 North First Avenue
18 Phoenix, Arizona 85004
19 Attorneys for Defendant CPS Security (USA) Inc.
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28

1 CPS SECURITY (USA) INC.

2
3 By Will R. All

4
5 Its Attorney

6
7
8 By Elizabeth I. Hook

9 Elizabeth I. Hook, Esq.
10 One Court Square, 9th Floor, Zone 2
11 Long Island City, New York 11120
12 Attorney for Defendant CitiFinancial, Inc.

13 CITIFINANCIAL, INC.

14
15 By Fernando Casadevall

16 Fernando Casadevall

17 Its Senior Vice President--Human Resources

18
19 ORIGINAL AND COPIES of the foregoing
20 hand-delivered this 13th day of FEB 2006:

21
22 The Honorable Ruth H. Hilliard
23 MARICOPA COUNTY SUPERIOR COURT
24 Central Court Building
25 201 W. Washington
26 Phoenix, Arizona 85003-2205

27 By Christyler Hawk

28 291879