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11 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
12 IN AND FOR THE COUNTY OF MARICOPA

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

17 Plaintiff,

18 vs.

19 JESKO A/C SERVICES, L.L.C. dba CENTURY  
20 100 SERVICES, CLIMATE CONTROL, INC.  
21 dba CENTURY 100 SERVICES, PETER  
22 TIGNINI in his official capacity as Managing  
23 Member of JESKO A/C SERVICES, L.L.C. dba  
24 CENTURY 100 SERVICES, PETER TIGNINI  
25 in his official capacity as Secretary and General  
26 Manager of CLIMATE CONTROL, INC. dba  
CENTURY 100 SERVICES, ABC Corporations  
I - X,

No. CV2007-007517

**CONSENT DECREE**

(Assigned to the Honorable  
Carey Snyder Hyatt)

Defendants.

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4 On May 4, 2007, Plaintiff, the State of Arizona, through Attorney General Terry  
5 Goddard and the Civil Rights Division (collectively "the State"), filed a Complaint in Maricopa  
6 County Superior Court against Defendants JESKO A/C SERVICES, L.L.C., CLIMATE  
7 CONTROL, INC., PETER TIGNINI in his official capacity as Managing Member of JESKO  
8 A/C SERVICES, L.L.C., and PETER TIGNINI in his official capacity as Secretary and General  
9 Manager of CLIMATE CONTROL, INC., alleging employment discrimination based on sex, in  
10 violation of the Arizona Civil Rights Act, A.R.S. § 41-1461 *et seq* ("ACRA"). On May 31,  
11 2007 Defendant JESKO A/C SERVICES, L.L.C. filed for Chapter 7 bankruptcy protection in  
12 Case Number 2:07-bk-02521.

13 The State and Defendants CLIMATE CONTROL, INC. and PETER TIGNINI in his  
14 official capacity as Secretary and General Manager of CLIMATE CONTROL, INC.  
15 ("Defendants") desire to resolve the issues raised by the Complaint without the time, expense  
16 and uncertainty of further contested litigation. The State and Defendants expressly  
17 acknowledge that this Decree is the compromise of disputed claims and that there was no  
18 adjudication of any claim. Without admitting any liability for the claims made in the  
19 Complaint filed in this matter, Defendants agree to be bound by this Decree and not to contest  
20 that it was validly entered into in any subsequent proceeding to implement or enforce its terms.  
21 The parties therefore have consented to the entry of this Decree, waiving trial, findings of fact  
22 and conclusions of law.

23 It appearing to the Court that entry of this Decree will further the objectives of the  
24 ACRA, and that the Decree fully protects the parties, class members, the public, and persons  
25 who may in the future be discriminated against by the practices described in the State's  
26 Complaint, with respect to the matters within the scope of this Decree.

1 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as  
2 follows:

3 **JURISDICTION**

4 1. This Court has jurisdiction over the subject matter of this action and over the  
5 parties hereto, and venue in Maricopa County is proper. The allegations of the Complaint, if  
6 proved, are sufficient to state a claim upon which relief could be granted against Defendants  
7 under the ACRA.

8 **RESOLUTION OF THE COMPLAINT**

9 2. This Decree resolves all issues and claims relating to acts and practices of  
10 discrimination to which this Decree is directed, and, with respect to such matters, compliance  
11 with this Decree shall be deemed to be compliance with the ACRA.

12 **NO RETALIATION**

13 3. Defendants will not retaliate against Tiffany Carlisle or against any person in any  
14 way for that person's opposition to a practice made unlawful by the ACRA or for their  
15 participation in the State's proceedings or litigation.

16 **POLICY CHANGES**

17 4. CLIMATE CONTROL, INC. represents that it will file for bankruptcy in the near  
18 future. Should CLIMATE CONTROL, INC.'s bankruptcy not be completed by November 10,  
19 2008 or should Defendants operate business(es) in the State of Arizona in the future,  
20 Defendants shall enact, publish, and adhere to policies that prohibit discrimination in  
21 accordance with ACRA and federal employment laws. If CLIMATE CONTROL, INC.'s  
22 bankruptcy is not completed by November 10, 2008, Defendants shall provide the State copies  
23 of Defendants' policies involving discrimination for the State's approval by November 24,  
24 2008.

25 5. If either of the Defendants operate, manage or have an ownership interest in a  
26 business(es) in the State of Arizona within the next five years from the date of the entry of the

1 decree, Defendants shall provide the State copies of Defendants' policies involving  
2 employment discrimination for the State's approval within ten (10) days of their first day of  
3 operation.

4 6. Defendant'(s) employment discrimination policy shall prohibit discrimination  
5 based upon an employee's race, national origin, color, disability, sex, religion, genetic testing  
6 and/or age as prohibited by the ACRA and/or federal employment discrimination laws, and  
7 prohibit retaliation against any employee or applicant engaging in protected activity under the  
8 ACRA and federal employment discrimination laws, including the opposing of any practice  
9 which is unlawful under these laws or for making a charge, testifying, assisting or participating  
10 in the administrative process of the Office of the Arizona Attorney General, Civil Rights  
11 Division, and/or the Equal Employment Opportunity Commission ("EEOC"). At a minimum,  
12 these policies shall contain:

- 13 a) a commitment to these anti-discrimination and anti-retaliation provisions;
- 14 b) a process by which a person can internally complain of alleged  
15 discrimination and/or retaliation that does not require any complaint to be  
16 made in writing, and does not require the employee or candidate to report  
17 the alleged discrimination and/or retaliation to the person alleged to have  
18 discriminated and/or retaliated against the person;
- 19 c) the job title(s) of Respondent's employee(s) responsible for accepting  
20 complaints of discrimination and/or retaliation; and
- 21 d) a statement that unlawful discrimination and/or retaliation violates state  
22 and federal civil rights laws.

23 7. The State shall review Defendant'(s) policies to ensure that Defendant'(s)  
24 policies comply with ACRA. Within ninety (90) days after the State's approval of  
25 Defendant'(s) policies Defendant(s) agree to adopt and adhere to them.

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1           8.     Within ninety (90) days after the State's approval of Defendant'(s) policies,  
2 Defendant(s) shall publish and distribute the policies to all of Defendant'(s) employees, agents,  
3 independent contractors and any other persons who are responsible for making decisions  
4 regarding accommodating individuals with disabilities within the State of Arizona.

5           **TRAINING**

6           9.     Defendant(s), within one hundred twenty (120) days after the approval of  
7 Defendant'(s) policies described in the "Policy Changes" section above, shall report to the  
8 State in writing that all of Defendant'(s) employees, agents, independent contractors and any  
9 other persons who are responsible for making decisions regarding accommodating individuals  
10 with disabilities within the State of Arizona have had a minimum of three (3) hours of training  
11 regarding its obligations under ACRA and federal employment laws. Said report will include:  
12 (1) the date of the training; (2) the duration of the training; (3) the name and title of the  
13 person(s) who conducted the training; (4) a copy of the training outline or course content; and  
14 (5) a true copy of the attendance list which will show the name and position title of each  
15 person who attended the training.

16           10.    Defendant'(s) training shall be conducted by professional staff and/or trained  
17 consultants knowledgeable in the subject matter and the requirements set forth in the above-  
18 mentioned state and federal laws.

19           11.    Defendant(s) shall ensure that each new employee, agent, independent contractor  
20 within the State of Arizona attend training of not less than three (3) hours regarding ACRA  
21 and federal employment laws within ninety (90) days after commencing employment with  
22 Defendant(s). Defendant(s) agree that such employees shall be supervised by other employees  
23 who have completed this training until they have completed it.

24           **MONETARY RELIEF FOR AGGRIEVED PARTY**

25           12.    Defendants represent they have entered into a separate Settlement Agreement  
26 with Tiffany Carlisle to which the State is not a party.

1                   **MONITORING AND ENFORCING CIVIL RIGHTS LAW**

2           13.    The parties shall bear their respective attorneys' fees and costs incurred in this  
3 action up to the date of entry of this Decree. In any action brought to assess or enforce  
4 Defendant'(s) compliance with the terms of this Decree, the Court in its discretion may award  
5 reasonable costs and attorneys' fees to the prevailing party.

6                   **CONTINUING JURISDICTION OF THE COURT**

7           14.    The Court shall retain jurisdiction over both the subject matter of this Consent  
8 Decree and the parties for a period of not less than five (5) years from entry of the Decree to  
9 effectuate and enforce this Decree. Unless the State notifies the Court that it has received  
10 additional complaints of employment discrimination, which toll the Court's continuing  
11 jurisdiction, this Decree shall expire by its own terms on June 31, 2013, without further action  
12 of the parties. The State may petition this Court for compliance with this Decree at any time  
13 during the period that this Court maintains jurisdiction over this action. Should the Court  
14 determine that Defendant(s) have not complied with this Decree, appropriate relief, including  
15 extension of this Decree for such period as may be necessary to remedy its non-compliance,  
16 may be ordered.

17                   **PERMANENT INJUNCTION**

18           15.    Defendant(s) and its officers, agents, employees, successors, and assignees shall  
19 be bound by a permanent injunction prohibiting them from discriminating and retaliating  
20 against any employee, former employee, or applicant for employment in violation of ACRA  
21 and the federal employment laws.

22                   **MISCELLANEOUS PROVISIONS**

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

25           17.    This Decree shall be binding on Defendants, their agents, employees, successors,  
26 assigns and all persons in active concert or participation with Defendants.

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**RELEASE**

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

**NOTICE**

19. When this Decree requires the submission of documents to the State pursuant to sections 4, 5, 6, 7, 8, 9, 10, or 11, including policies, reports, notices or other materials, they shall be mailed to: Christopher R. Houk, Assistant Attorney General, Office of the Attorney General, 1275 W. Washington Street, Phoenix, Arizona 85007, or his successors.

**MODIFICATION**

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

**EFFECTUATING DECREE**

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

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

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ENTERED AND ORDERED this \_\_\_ day of \_\_\_\_\_, 2008.

Hon. Carey Snyder Hyatt  
Maricopa County Superior Court

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Granted

Signed on this day, July 14, 2008



/S/ Jeanne Garcia  
\_\_\_\_\_  
Judicial Officer of Superior Court