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JUN 11 2007

ROBERT H. SHEMPELL, CLERK
WESTERN DISTRICT OF LOUISIANA
LAFAYETTE, LOUISIANA

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF LOUISIANA
LAFAYETTE DIVISION

_____)	
UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	CIVIL ACTION NO. 07-0769
)	
CITY OF VILLE PLATTE,)	JUDGE MELANÇON
)	
Defendant.)	MAGISTRATE JUDGE HILL
_____)	

CONSENT DECREE

This action was brought by the United States against the City of Ville Platte to enforce the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq., as amended ("Title VII"), following receipt by the United States from the Equal Employment Opportunity Commission ("EEOC") of a charge of discrimination filed by Latonya Rideau (Charge No. 270-2005-00467). This Court has jurisdiction of the action under 42 U.S.C. § 2000e-5(f) and 28 U.S.C. § 1345.

In its complaint, the United States alleges that the City of Ville Platte, in its police department, discriminated against Latonya Rideau because of her sex, female, in violation of Section 703(a) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-2(a), by denying Ms. Rideau employment as a full-time dispatcher because of and during her pregnancy.

The City of Ville Platte denies that it has discriminated against Latonya Rideau in violation of Title VII. Nevertheless, the United States and the City of Ville Platte, desiring that this action be settled by an appropriate Consent Decree ("Decree"), and without the burden of protracted litigation, agree to the jurisdiction of this Court over the parties and the subject matter of this action. The parties also hereby waive, for purposes of entry of this Decree only, hearings and findings of fact and conclusions of law on all issues, and further agree to the entry of this Decree as final and binding between them with regard to the issues raised in the United States' complaint in this case.

This Decree, being entered into with the consent of the United States and the City of Ville Platte, shall in no way constitute an adjudication or finding on the merits of the case, nor be construed as an admission by the City of Ville Platte or a finding of any wrongdoing or violation of any applicable federal law or regulation.

In resolution of this action, the parties hereby AGREE and the Court expressly APPROVES, ENTERS and ORDERS the following:

I. DEFINITION AND PARTIES

1. The parties to this Decree are the United States, by the United States Department of Justice ("United States"), and the City of Ville Platte (the "City").
2. "Day" or "Days", as used herein, refers to calendar and not business days.
3. "Date of entry" of the Decree refers to the date on which the Court orders entry of the Decree.
4. The Equal Employment Opportunity Commission is referred to hereinafter as the "EEOC."

5. Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e, et seq., is referred to hereinafter as "Title VII."

II. PURPOSES OF THIS DECREE

6. The purposes of this Decree are to ensure that:

(a) applicants for employment and employees in the City's employ are not subjected to sex discrimination, including discrimination on the basis of pregnancy, in violation of Title VII;

(b) all employment opportunities of pregnant applicants for employment and employees in the City's employ are appropriately considered and granted or denied by the City on the same basis as employment opportunities for non-pregnant applicants and employees;

(c) the City adopts and maintains clear, meaningful and well-publicized policies and procedures for all of its department that prohibit discrimination on the basis of sex, including pregnancy; and

(d) the City offers Ms. Rideau appropriate relief.

III. GENERAL INJUNCTIVE RELIEF

7. The City, its employees, supervisors, agents and all individuals in active concert or participation with it, are enjoined from:

(a) engaging in any act or practice that unlawfully discriminates against any applicant for employment or employee with the City on the basis of sex, including pregnancy; and

(b) retaliating against, or in any way adversely affecting the terms and conditions of employment of, any person because that person has engaged in practices protected under 42 U.S.C. § 2000e-3(a), including, but not limited to, cooperating with the United States' investigation of EEOC Charge No. 270-2005-00467 or the litigation of this case.

IV. IMPLEMENTATION OF POLICIES AND PROCEDURES

8. Within forty five (45) days after the date of entry of this Decree, the City shall implement a policy for its departments that prohibits discrimination on the basis of sex, including pregnancy, and that provides that pregnant applicants for employment and employees are to be treated in the same manner as similarly-situated, non-pregnant applicants for employment and employees for purposes of employment consideration and status.

9. Within forty five (45) days after the date of entry of this Decree, the City shall designate a person who shall have responsibility for ensuring that the policy set forth in Paragraph 8, above, is fully implemented and complied with.

10. Within ten (10) days after the date on which the City implements the policy set forth in Paragraph 8, above, the City shall distribute copies of such policy to all of its employees.

11. Within ten (10) days after the date upon which the City implements the policy set forth in Paragraph 8, above, the City shall publicize the policy by, *inter alia*, posting this policy at locations in all buildings and facilities of the City used for posting equal employment opportunity information, by email to all employees, and on any City of Ville Platte internet or intranet website used for posting notices or policy changes for or concerning employment opportunities.

12. The City shall ensure that each new employee receives a copy of the policy implemented pursuant to Paragraph 8, above, at the time of the new employee's hire. Each new employee shall sign an acknowledgment that she or he has read and understood such policy; and the signed acknowledgment shall be placed in each new employee's personnel file.

V. TRAINING

13. Within ninety (90) days after the date of entry of this Decree, the City shall provide live mandatory training regarding Title VII's prohibition against sex discrimination, including discrimination on the basis of pregnancy, to all officials and employees who participate in granting and/or approving the employment status of prospective and current employees.

14. Within thirty (30) days prior to the date of the training, the City shall inform the United States of the identity of the individual or business entity that it designates to conduct the training required by Paragraph 13, above, and the City shall provide a description of the qualifications of such individual or business entity.

15. Within thirty (30) days following the completion of the training required by Paragraph 13, above, the City shall provide to the United States copies of all training materials used, as well as written verification that the training has been completed and that all employees required by Paragraph 13, above, to attend such training in fact did so.

VI. SPECIFIC RELIEF FOR LATONA RIDEAU

16. Without admitting the allegations of the United States as set forth in its complaint, and in settlement of the claims of the United States for relief on behalf of Latonya Rideau, the City shall offer Ms. Rideau the following:

(a) a monetary award in the amount of \$4,511.46, which includes \$3,876.12 in back pay and \$635.34 in accumulated interest on the back pay. The back pay portion of this monetary amount shall be subject to withholding for income tax. In addition to the sums specified above, the City shall ensure that Ms. Rideau obtains retroactive membership in the Municipal Police Employees' Retirement System (MPERS) with all benefits and privileges, including creditable service, with a commencement date of July 25, 2004. The City shall make the appropriate

employer's financial contribution to MPERS and withhold and contribute the appropriate employee's financial contribution to the MPERS that would have been withheld from the total back pay amount of \$3,876.12.¹ If the MPERS requires that interest be paid on the employer's and employee's financial contribution in order to give Ms. Rideau retroactive membership in the MPERS with a commencement date of July 25, 2004, the City shall pay the requisite interest for both the employer's and the employee's financial contribution.

(b) a seniority date as a full-time dispatcher of July 25, 2004, which shall be used for all purposes for which seniority is used; and

(c) all other non-monetary employment benefits, including but not limited to leave and health insurance, that have been provided to full-time employees, but were not provided to Ms. Rideau because of her part-time status since the commencement of her employment with the City.

17. No later than ten (10) days from the date of entry of this Decree, the City shall notify Ms. Rideau of the terms of this Decree by mailing to her, by certified mail, return receipt requested, a notice letter in the form set forth in Appendix A hereto, a copy of this Decree, and a copy of a release in the form set forth in Appendix B hereto.

18. The City shall send a copy of the notice letter referred to in Paragraph 17, above, to the United States at the same time it sends the notice letter to Ms. Rideau.

19. To receive the relief provided to her under this Decree, Ms. Rideau must execute the release form provided with the notice letter referred to in Paragraph 17 and return it to the City

¹ The total employee contribution is \$538.89 and the employer's contribution due is \$1,544.79 with interest computed through May 15, 2007.

on or before June 18, 2007, unless she can show good cause, to be determined by the United States, within a reasonable time for her failure to do so.

20. The City shall provide the United States with a copy of Ms. Rideau's executed release form within ten (10) days from the date of its receipt. On or before June 18, 2007, the City shall deliver to Ms. Rideau a check made payable to Latonya Rideau for the amount of the monetary award set forth in Paragraph 16(a) above, minus the withholdings and deductions described in Paragraph 16(a). The City shall provide Ms. Rideau with appropriate IRS forms with respect to her monetary award. The City shall, at the same time it delivers to Ms. Rideau a check for her monetary award, provide Ms. Rideau with documentation indicating that it has made the payments required to obtain for her retroactive membership in the MPERS with a commencement date of July 25, 2004, as called for by Paragraph 16 (a), above. The City shall provide the United States a copy of this documentation as well as a copy of the check sent to Ms. Rideau.

IX. RECORD RETENTION AND COMPLIANCE MONITORING

21. The City shall retain the following records during the term of this Consent Decree or for the period of time required by applicable federal record retention requirements, whichever is longer:

(a) the provisions and effective date of the policy implemented pursuant to Paragraph 8, above;

(b) all posted notices and posters displayed in its work areas, and on an internet or intranet website, intended to convey information regarding the prohibition of discrimination on

the basis of sex, including discrimination on the basis of pregnancy, as set forth in Paragraph 11, above;

(c) copies of its policies and procedures prohibiting discrimination on the basis of sex, including pregnancy, that are made available to new employees, as set forth in Paragraph 12, above; and

(d) all documents that come into its possession relating to any written or verbal complaints of retaliation, sex discrimination, including pregnancy, made by any employee or applicant for employment of the City, including documents relating to the City's investigation and resolution of any such complaints.

22. The United States may review compliance with this Decree at any time and shall have the right to inspect and copy any documents that are relevant and necessary to monitor the City's compliance with this Decree, upon thirty (30) days written notice to the City, without further order of this Court.

X. DISPUTE RESOLUTION

23. The parties shall attempt to resolve informally any dispute that may arise under this Decree. If the parties are unable to resolve the dispute expeditiously, either party may move the Court for a resolution of the issue.

XI. JURISDICTION OF THE COURT

24. The Court shall retain jurisdiction over this Decree for the purpose of resolving any disputes or entering any orders that may be necessary to implement the relief provided in the Decree.

25. At the end of three (3) years from the date of entry of this Decree, this Decree shall be dissolved and this action shall be dismissed without further order of the Court.

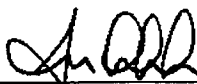
XII. GENERAL PROVISIONS

26. The parties shall bear their own costs in this action, including attorney's fees, except that the parties shall retain the right to seek costs for any matter which, in the future, may arise under this Decree and require resolution by the Court.

27. All documents required to be delivered under this Decree to the United States shall be sent by overnight mail to the attention of:

Chief
Employment Litigation Section
U.S. Department of Justice
Civil Rights Division
601 D Street, N.W., Room 4040
PHB, Fourth Floor
Washington, D.C. 20004

Thus done and signed in Lafayette, Louisiana, after a hearing conducted this date, this
12th day of June, 2008.



Tucker L. Melançon
United States District Judge

**APPENDIX A
NOTICE LETTER**

Latonya Rideau
311 West Oak Street
Ville Platte, LA 70586

Dear Ms. Rideau:

A consent decree has been entered settling a complaint of employment discrimination filed by the United States against the City of Ville Platte.

Under the terms of the Consent Decree entered in the case of *United States v. City of Ville Platte*, Civil No. ____ (W.D. LA), a copy of which is enclosed, you are being offered a monetary award of \$4511.46, which represents back pay and accrued interest. You are also being offered a retroactive seniority date as a full-time dispatcher of July 25, 2004 as well as employment benefits, including accumulated sick leave of 104.45 hours, accumulated vacation of 64.86 hours, and an employer's contribution of \$1544.79 to the Municipal Police Employees' Retirement System (MPERS), which includes any requisite interest payments that may be required to obtain for you retroactive membership in the MPERS as of July 25, 2004. Applicable withholdings for federal, state, and local income taxes, as well as a payment for the employee's contribution to the MPERS, will be made from the back pay amount.

The monetary award, retroactive seniority, and retroactive employee benefits are offered to you on the following condition: that you release the City of Ville Platte, its current, former and future officials, employees and agents from all employment discrimination claims you may have against them arising out of this case and EEOC Charge No. 270-2005-0047.

In order to receive the relief that is offered to you pursuant to the Consent Decree, you must complete and return the enclosed Release. The Release must be signed before a Notary Public and returned to the undersigned. If you do not return the Release within thirty (30) days from your receipt of this letter, you will forfeit your rights to any relief under this Decree, unless you are able to show good cause for your failure to do so.

Payment to you of the monetary award will be made within thirty (30) days after receipt by the undersigned of your signed Release.

If you have any questions concerning this settlement, you may contact Donald Walker Tunnage, attorney for the United States Department of Justice at (202) 305-2789.

Sincerely,

(Name)
Attorney for Defendant

APPENDIX B
RELEASE

State of Louisiana
) S.S.
County of _____

I Latonya Rideau, in consideration for accepting all or any of the relief offered to me, pursuant to the provisions of the Consent Decree entered in United States v. City of Ville Platte, Civil Action No. __ (W.D. LA) by the Honorable _____ on _____ 2007, release and discharge the City of Ville Platte and its current, former and future officials, employees and agents, from all legal and equitable claims arising out of the complaint filed in that case and EEOC Charge No. 270-2005-0047 occurring prior to the date of this Release

I understand that the relief to be given to me does not constitute an admission by the City of Ville Platte of the validity of any claim raised by me, or on my behalf.

This Release constitutes the entire agreement between the City of Ville Platte and myself, without exception or exclusion.

I acknowledge that a copy of the Consent Decree in this action was provided to me.

I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS THEREOF
AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.

Signed this ___ day of _____ 2007.

Latonya Rideau
Social Security Number

Subscribed and sworn to before me this
___ day of _____, 2007.

Notary Public

My Commission expires:
