

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK**

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

- against -

SUFFOLK LAUNDRY SERVICES, INC.,

Defendant.

Docket No. 12 Civ. 409 (MKB) (ARL)

MARLYN GONZALEZ, ROSA GUEVARA-
MARTINEZ, MARINA VILORIO, XIOMARA
VELIZ-AMAYA, MIRIAN VELASQUEZ,
AZUCENA CASTILLO AND MARIA DEL
CARMEN AMAYA,

Intervenor-Plaintiffs,

- against -

SUFFOLK LAUNDRY SERVICES, INC.,
WALTER SULLIVAN II, and CATHY
SULLIVAN,

Defendants.

CONSENT DECREE

This action was filed on January 30, 2012 by Plaintiff United States Equal Employment Opportunity Commission (“EEOC”), an agency of the United States Government, alleging that Defendant Suffolk Laundry Services, Inc. (“Defendant” or “Suffolk Laundry”) violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 (“Title VII”), when it discriminated against a class of female employees consisting of Marlyn Gonzalez, Rosa Guevara-Martinez, Marina Vilorio, Xiomara Veliz-Amaya, Mirian Velasquez, Azucena Castillo, Maria del Carmen Amaya, and Edith Cruz (collectively “Claimants”), on the basis of their sex,

female.¹ Specifically, EEOC alleged that Defendant created and maintained a sexually hostile work environment by allowing a manager to physically and verbally sexually harass female laundry workers. The manager touched the employees on their hands, faces, hips, waists, shoulders, and/or backs, made comments about their appearance and body parts, conditioned requests for time off or for machine repairs with demands that the women kiss him or sit on his lap, and forcibly kissed one of the Claimants and touched her buttocks and other private areas. EEOC also alleged that Defendants retaliated against the Claimants after they objected to the harassment, filed EEOC charges, or participated in the EEOC investigation, by unlawfully terminating them, reducing their work hours, and/or altering their work assignments and other terms, conditions, and privileges of their employment

On March 12, 2013, Gonzalez, Guevara-Martinez, Vilorio, Veliz-Amaya, Velasquez, Castillo, and Amaya (collectively “Intervenor Plaintiffs”) filed a Complaint in Intervention in this action. In addition to the Title VII claims, Intervenor Plaintiffs alleged that Defendant Suffolk Laundry intentionally discriminated against them in the terms and conditions of their employment on the basis of their sex, and retaliated against them, in violation of the New York State Human Rights Law, N.Y. Exec. Law §296 (“NYSHRL”). Intervenor Plaintiffs also named Walter Sullivan II and Cathy Sullivan as Defendants. Defendants have denied the EEOC and Intervenor Plaintiffs’ claims.

EEOC, Intervenor Plaintiffs and Defendants (hereinafter “the parties”) desire to resolve this matter without further litigation and adjudication. The parties therefore do hereby stipulate and consent to the entry of this Consent Decree (“Decree”) as final and binding between EEOC, Intervenor Plaintiffs, Defendants, and Suffolk Laundry’s successors, assigns, subsidiaries,

¹ The Claimants include seven Intervenor Plaintiffs and one additional Claimant, Edith Cruz, who was identified by EEOC.

affiliates and any other corporation or entity into which Suffolk Laundry may merge or with which it may consolidate. No waiver, modification or amendment of any provision of this Decree will be effective unless made in writing, approved by all parties to this Decree and approved or ordered by the Court.

In consideration of the mutual promises and agreements contained in this Decree, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and it is therefore ORDERED, ADJUDGED AND DECREED that:

A. GENERAL PROVISIONS

1. This Decree is final and binding between the parties and resolves all claims in EEOC's and Intervenor Plaintiffs' Complaints in this case and the underlying EEOC Charges, namely EEOC Charge Nos. 520-2011-01130, 520-2011-01131, 520-2011-01132, 520-2011-01133, 520-2011-01134, 520-2011-01135, 520-2011-01136, including any amended charges filed by the Intervenor Plaintiffs. This Decree does not resolve any charge of discrimination currently pending before EEOC, or any charge that may be filed in the future, other than the charges listed above. EEOC reserves all rights to proceed regarding matters not covered in this Decree.

2. Defendants deny that they engaged in any wrongdoing of any kind with respect to Claimants and Intervenor Plaintiffs.

3. The parties agree and the Court finds that this Court has jurisdiction of the subject matter of this action and of the parties, that venue is proper, and that all administrative prerequisites have been met.

4. The Court will retain jurisdiction to enforce this Decree and its terms for all purposes including, but not limited to, the entering of all orders, judgments and decrees as

necessary to implement the relief provided herein for the duration of this Decree. A breach of any term of this Decree by Defendants will be deemed a substantive breach of this Decree for which EEOC and/or Intervenor Plaintiffs may bring an enforcement action. No party will contest the validity of this Decree, or the jurisdiction of the Federal District Court to enforce this Decree and its terms.

5. Before any transfer of ownership, Defendants will provide written notice of this lawsuit and a copy of the Complaints and this Decree to any potential purchaser of Defendants' business, or a purchaser of all or a portion of Defendants' assets, and to any potential successors, assigns, subsidiaries, and affiliates, or any other corporation, including any entity with which Defendant Suffolk Laundry may merge or consolidate. Defendant Suffolk Laundry will provide written notice to EEOC 28 days before any assignment, succession, acquisition, merger or consolidation affecting Defendant Suffolk Laundry.

6. Defendants will send any documents, reports, forms, or other information required to be forwarded to EEOC, by electronic mail to "Consent Decree Monitor" at decreemonitor.nydo@eeoc.gov, or by regular mail to the attention of Consent Decree Monitor at Equal Employment Opportunity Commission, 33 Whitehall Street, 5th Floor, New York, New York, 10004, and to adela.santos@eeoc.gov.

B. INJUNCTIVE RELIEF

7. Defendants Walter Sullivan II and Cathy Sullivan are enjoined from creating or maintaining a sexually hostile work environment on the basis of sex.

8. Defendants Walter Sullivan II and Cathy Sullivan are enjoined from retaliating against any individual for asserting his or her rights under Title VII and the NYSHRL § 296 or otherwise engaging in protected activity, such as by complaining of discrimination, opposing

discrimination, filing a charge, or giving testimony or assistance with an investigation or litigation.

9. Defendant Suffolk Laundry and its' managers, officers, agents, successors, assigns, subsidiaries, and affiliates and any other corporation, entity, or division with which Suffolk Laundry may merge or consolidate, are enjoined from creating or maintaining a sexually hostile work environment on the basis of sex.

10. Defendant Suffolk Laundry and its' managers, officers, agents, successors, assigns, subsidiaries, and affiliates and any other corporation, entity, or division with which Suffolk Laundry may merge or consolidate, are enjoined from retaliating against any individual for asserting his or her rights under Title VII and NYSHRL § 296 or otherwise engaging in protected activity, such as by complaining of discrimination, opposing discrimination, filing a charge, or giving testimony or assistance with an investigation or litigation.

C. POLICIES & PROCEDURES

11. Within seven (7) days of the entry of this Decree, Defendants will distribute to all employees of Suffolk Laundry an anti-discrimination policy which includes a prohibition on sex discrimination, outlines a procedure for filing complaints, and identifies the individuals with whom complaints should be filed (the "Policy"). A copy of the Policy is attached as Exhibit A. The attachment of Defendants' Policy to this Decree is not a representation by EEOC that Defendants have been or are compliant with federal anti-discrimination laws. The Policy will be provided in English and Spanish.

12. Within seven (7) days of the entry of this Decree, Defendants will post the Policy at Defendant Suffolk Laundry's facilities in a location that is visually accessible to and commonly frequented by its employees.

13. Defendants will provide a copy of the Policy to all employees hired at Suffolk Laundry after the entry of this Decree within seven (7) days of the employee's start date.

14. Within fourteen (14) days of the entry of this Decree, Defendants will send EEOC written verification that Defendants distributed and posted the Policy in the manner outlined in paragraphs 11 and 12 of this Decree, as well as a list of employees who received a copy of the Policy and the date(s) on which they received the Policy pursuant to paragraph 11. On the first anniversary date of the entry of this Decree, Defendants will send EEOC written verification that the Policy has been made available to all new employees and distributed in the manner outlined in paragraph 13 of this Decree.

15. Within seven (7) days of the entry of this Decree, Defendants will conspicuously display and maintain EEO posters in English and Spanish at Defendant Suffolk Laundry's facilities in locations visually accessible to and commonly frequented by its employees.

16. Within seven (7) days of the entry of this Decree, Defendant will post the "Notice of Lawsuit and Settlement," attached as Exhibit B, at Defendant Suffolk Laundry's facilities in locations visually accessible to and commonly frequented by its employees.

17. Within fourteen (14) days of the entry of this Decree, Defendants will send EEOC written verification of when and where the postings required by paragraphs 15 and 16 of this Decree have been displayed. On the first anniversary date of the entry of this Decree, Defendants will send EEOC written verification that the postings required by paragraphs 12, 15, and 16, are still displayed as required by this Decree.

D. TRAINING

18. Within twenty-one (21) days of the entry of this Decree, and annually thereafter, Defendants will provide all Suffolk Laundry employees, including supervisory and management

employees, non-supervisory employees, and administrative staff with no fewer than one (1) hour of training on federal and New York state laws prohibiting discrimination in employment, with a special emphasis on laws prohibiting discrimination on the basis of sex and training on Defendant's Policy. All future employees hired during the period of this Decree will be given the training within a year of being hired.

19. Within twenty-one (21) days of the entry of this Decree, and annually thereafter, Suffolk Laundry's owners, managers, and supervisors will receive, in addition to the training identified in paragraph 18, one (1) more hour of management training focusing on identifying and preventing sexual harassment and retaliation, and receiving and investigating complaints of sexual harassment and retaliation.

20. All of the training described in this Section will be provided in English and Spanish and must meet the following criteria:

- a. The training will be conducted by Glenn Franklin, Esq., of Franklin Gringer & Cohen, P.C. (with a Spanish interpreter where necessary).
- b. The content of the training is set forth in Exhibit C.
- c. Defendants will maintain attendance records identifying in legible form the name and job title of the attendees at each session and also containing the signature of each attendee, as well as copies of all training materials presented. Annually, on the anniversary date of this Decree, Defendant will provide these records to EEOC.

E. DISCIPLINARY WARNING

21. Within seven (7) days of the entry of this Decree, Defendants will issue a disciplinary warning to Rajindra Singh documenting that complaints of sexual harassment involving inappropriate comments and touching were made against him. The warning will also

state that Defendants will terminate Singh's employment if any future substantiated complaints of sexual harassment are made against Singh by any employee. A copy of the warning issued to Singh will be provided to EEOC.

F. MONETARY RELIEF

22. Defendants will pay the total sum of \$582,000.00 in compensatory damages to the Claimants and Intervenor Plaintiffs as set forth in Exhibit D, which is filed under seal. This includes attorneys' fees and costs for the Intervenor Plaintiffs. The monies will be paid as follows: a) Defendants will pay \$300,000.00 within 30 days of the Court's execution of the Decree; and b) Defendants will pay the balance of \$282,000.00 within six months of the Court's execution of the Decree.

23. In consideration of EEOC's and Intervenor Plaintiffs' agreement to accept payments over time as stated herein, Walter Sullivan hereby grants to EEOC and Intervenor Plaintiffs his personal guaranty of the foregoing payments, to be paid by him from his personal assets in the event any of the foregoing payments is not made timely by Suffolk Laundry. Walter Sullivan hereby consents to the jurisdiction of this court for the purpose of enforcing this guaranty and any disputes thereunder and acknowledges that it is enforceable fully as to all outstanding payments, without further notice or action of any kind, in the event any of the foregoing payments is not made timely by Suffolk Laundry.

24. Should Plaintiff EEOC and/or the Intervenor Plaintiffs be required to bring a legal proceeding because of Suffolk Laundry's or Walter Sullivan's failure to make any of the payments, the prevailing party shall be entitled to attorneys' fees and costs.

25. Defendants will make all payments to Intervenor Plaintiffs by certified bank check payable to LatinoJustice PRLDEF who will be responsible for distributing funds to the Intervenor Plaintiffs. Defendants will also issue an IRS 1099 form to LatinoJustice PRLDEF who will in turn issue each of the Intervenor Plaintiffs corresponding 1099 forms. The checks and IRS forms for Intervenor Plaintiffs will be hand-delivered or sent by express overnight mail to Rosanna Rosado, Chief Financial Officer at LatinoJustice PRLDEF at 99 Hudson Street, 14th Floor, New York, NY 10013-2815. Intervenor Plaintiffs will be responsible for the payment of any taxes owed by them, respectively, on any payments received pursuant to this Decree.

26. Defendants will make all payments to Edith Cruz by certified bank check payable directly to Cruz. Defendants will also issue an IRS 1099 to Edith Cruz. The checks and IRS forms issued to Cruz will be mailed to her address as shown in Exhibit D by express overnight mail. Cruz will be responsible for the payment of any taxes owed by her on any payments received pursuant to this Decree.

27. Defendants will simultaneously forward a copy of the checks and IRS forms by e-mail to “Consent Decree Monitor” at decreemonitor.nydo@eeoc.gov, or by mail to the attention of Consent Decree Monitor at Equal Employment Opportunity Commission, 33 Whitehall Street, 5th Floor, New York, New York, 10004, and to adela.santos@eeoc.gov.

G. MONITORING

28. Every six (6) months, beginning six (6) months from the entry of this Decree, Defendants will forward to EEOC any complaints or reports of sex harassment they receive, either formal or informal, including the identity of the parties involved, a summary of the steps

taken to investigate, the results of the investigation, and any action taken as a result of the complaint.

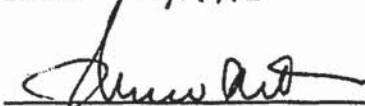
29. EEOC may monitor compliance with this Decree by inspection of Defendant Suffolk Laundry's premises and records, through interviews with employees and managers, and through attendance at any of the training sessions described in paragraphs 18 and 19 above.

H. DURATION OF CONSENT DECREE AND RETENTION OF JURISDICTION

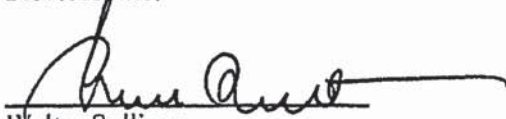
30. This Decree will remain in effect for three (3) years from the date of entry. This case may be administratively closed but will not be dismissed. The Court retains jurisdiction to enforce the Decree. The Decree will expire by its own terms at the end of the three-year period, without further action required by the parties or the Court, unless the duration of this Decree has been extended or an enforcement action is pending.

Dated:

11/17/15



Walter Sullivan
As Owner and President of Suffolk Laundry
Services, Inc.

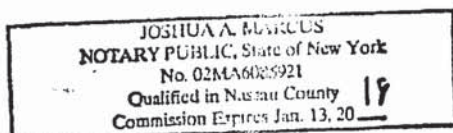


Walter Sullivan
As Guarantor in His Individual Capacity

Sworn before me this 17th day of
November, 2015



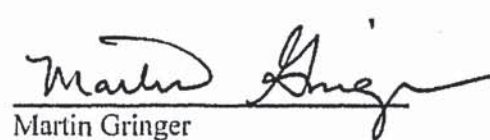
NOTARY PUBLIC



Dated:

11/18/15

FRANKLIN, GRINGER & COHEN, P.C.
666 Old Country Road,
Suite 202
Garden City, NY 11530-2013



Martin Gringer
Joshua Marcus
Jasmine Y. Patel
Brian G. Klein
Tel: (516) 228-3131
Fax: (516) 228-3136
jmarcus@franklingringer.com
mgringer@franklingringer.com
jpatel@franklingringer.com
bklein@franklingringer.com

Counsel for Defendants

Dated: 11/25/2015

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
New York District Office
33 Whitehall Street, 5th Floor
New York, NY 10004



Robert D. Rose, Regional Attorney
Nora E. Curtin, Supervisory Trial Attorney
Adela Santos, Trial Attorney
Sebastian Daniel Riccardi, Trial Attorney
Tel: (212) 336-3695
Fax: (212) 336-3623
robert.rose@eeoc.gov
nora.curtin@eeoc.gov
adela.santos@eeoc.gov
sebastian.riccardi@eeoc.gov

Counsel for Plaintiffs

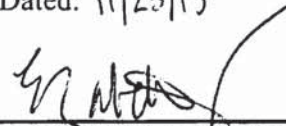
Dated: 11/24/2015



LATINOJUSTICE PRLDEF
99 Hudson Street, 14th Floor
New York, NY 10013

Nancy M. Trasande
Natasha Lycia Ora Bannan
Tel: (212) 739-7510
Fax: (212) 431-4276
ntrasande@latinojustice.org
nbannan@latinojustice.org

Dated: 11/23/15



MAKE THE ROAD NEW YORK
92-10 Roosevelt Avenue

Jackson Heights, NY 11372

Elizabeth Joynes
Tel: (718) 565-8500
Fax: (718) 565-0646
elizabeth.joynes@maketheroadny.org

Dated:

A handwritten signature in black ink, appearing to read "Kathleen Peratis", written over a horizontal line.

OUTTEN & GOLDEN LLP
3 Park Avenue, 29th Floor
New York, NY 10016

Kathleen Peratis
Christopher McNerney
Tel: (212) 245-1000
Fax: (646) 509-2060
kperatis@outtengolden.com
cmcnerney@outtengolden.com

Counsel for Intervenor-Plaintiffs

SO ORDERED:
s/ MKB 11/30/2015

MARGO K. BRODIE
United States District Judge

Exhibit A

ANTI-HARASSMENT POLICY

All Unlawful Harassment Prohibited

Suffolk Laundry Services, Inc. (hereinafter “Suffolk Laundry”) strictly prohibits and does not tolerate unlawful harassment against employees or any other covered persons because of race, religion, creed, national origin, ancestry, sex (including pregnancy), gender, sexual orientation, age, physical or mental disability, citizenship, genetic information, past, current or prospective service in the uniformed services, or any other characteristic protected under applicable federal, state or local law.

Sexual Harassment

All Suffolk employees, other workers and representatives are prohibited from harassing employees based on that individual's sex or gender and regardless of the harasser's sex or gender.

Sexual harassment means any harassment based on someone's sex or gender. It includes harassment that is not sexual in nature (for example, offensive remarks about an individual's sex or gender), as well as any unwelcome sexual advances or requests for sexual favors or any other conduct of a sexual nature, when any of the following is true:

- Submission to the advance, request or conduct is made either explicitly or implicitly a term or condition of employment.
- Submission to or rejection of the advance, request or conduct is used as a basis for employment decisions.
- Such advances, requests or conduct have the purpose or effect of substantially or unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive work environment.

Suffolk will not tolerate any form of sexual harassment, regardless of whether it is:

- Verbal (for example, sexual innuendo and suggestive comments, sexually-related comments or jokes, remarks about a person's body, unwelcome sexual advances or requests for sexual favors).
- Physical (for example, leering, whistling, assault, inappropriate touching or other physical contact).
- Visual (for example, displaying sexually suggestive posters cartoons or drawings, sending inappropriate adult-themed gifts, leering or making sexual gestures).

This list is illustrative only, and not exhaustive. No form of sexual harassment will be tolerated. Harassment is prohibited both at the workplace and at employer-sponsored events.

Other Types of Harassment

Suffolk Laundry's anti-harassment policy applies equally to harassment based on an employee's sexual orientation, race, religion, creed, national origin, ancestry, age (40 and over), physical or mental disability, citizenship, genetic information, past, present or prospective service in the uniformed services, or any other characteristic protected under applicable federal, state or local law.

Such harassment often takes a similar form to sexual harassment and includes harassment that is:

- Verbal (for example, epithets, derogatory statements, slurs, comments or jokes).
- Physical (for example, assault or inappropriate physical contact).
- Visual (for example, displaying derogatory posters, cartoons, drawings or making derogatory gestures).

This list is illustrative only, and not exhaustive. No form of harassment will be tolerated.

Harassment is prohibited both at the workplace and at employer-sponsored events.

Complaint Procedure

If you are subjected to any conduct that you believe violates this policy or witness any such conduct, you should promptly report it ideally within a few days of the offending conduct. Reports can be made orally or in writing to any supervisor or you may contact Walter Sullivan Jr. (the owner) directly at 631-283-6824. You may also make a complaint directly to the Company's attorney Jasmine Patel at 516-228-3131 if you do not wish to speak to Walter Sullivan Jr. If you do not speak English and want to speak with Walter Sullivan Jr. or Jasmine Patel, you may ask for an interpreter. You may also inform the offender that his or her behavior is unwelcome and ask him or her to stop but it is important to report the behavior as well.

Additionally, any manager or supervisor who observes harassing conduct must immediately report the conduct to Walter Sullivan, Jr. or Jasmine Patel so that an investigation can be made and corrective action taken, if appropriate.

When you report harassment, you should be as detailed as possible, including the names of all individuals involved and any witnesses.

Investigation

Suffolk Laundry will directly, thoroughly, and impartially investigate the facts and circumstances of all reports of harassment. The investigation may include individual interviews with the parties involved and, where necessary, with individuals who may have observed the alleged conduct or may have other relevant knowledge. All employees should cooperate fully with the investigation of a discrimination or sexual harassment complaint. All aspects of the investigation, including any documents and materials reviewed, persons interviewed, and any other actions taken, will be documented in writing and retained by Suffolk Laundry for at least three years.

To the extent possible, privacy and confidentiality will be maintained throughout the investigation, while still permitting the Company to investigate thoroughly. Investigations into alleged violations of this policy will be handled as discreetly as practicable. Suffolk Laundry will not unnecessarily publicize the subject matter of the complaints or the identity of the employees who complained.

Suffolk Laundry will take appropriate corrective action whenever violations are determined to have occurred.

Suffolk Laundry will inform the complainant of the outcome when the investigation is completed and provide a description of any action that is to be taken.

No Retaliation

No one will be subject to, and Suffolk Laundry prohibits, any form of discipline, reprisal, intimidation or retaliation for good faith reporting of incidents of harassment of any kind, pursuing any harassment claim or cooperating in related investigations. Acts of retaliations should be promptly reported.

Suffolk Laundry is committed to enforcing this policy against all forms of harassment. However, the effectiveness of our efforts depends largely on employees telling us about inappropriate workplace conduct. If employees feel that they or someone else may have been subjected to conduct that violates this policy, they should report it immediately. If employees do not report harassing conduct, Suffolk Laundry may not become aware of a possible violation of this policy and may not be able to take appropriate corrective action.

Violations of this Policy

Any employee, regardless of position or title, whom the Company determines has subjected an individual to harassment or retaliation in violation of this policy, will be subject to discipline, up to and including termination of employment.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

New York District Office

33 Whitehall Street, 5th Floor
New York, NY 10004-2112

Intake Information Group: (800) 669-4000

Intake Information Group

TTY: (800) 669-6820

New York Status Line: (866) 408-8075

New York Direct Dial: (212) 336-3620

TTY (212) 336-362

FAX (212) 336-3625

Website: www.eeoc.gov

NOTICE OF LAWSUIT AND SETTLEMENT

This notice is posted pursuant to a Consent Decree entered into by Suffolk Laundry Services, Inc. ("Suffolk Laundry") and the U.S. Equal Employment Opportunity Commission ("EEOC") and Intervenor Plaintiffs Marlyn Gonzalez, Rosa Guevara-Martinez, Marina Vilorio, Xiomara Veliz-Amaya, Mirian Velasquez, Azucena Castillo, and Maria del Carmen Amaya, in resolution of Case No. 12-0409 (MKB) (ARL) in the United States District Court for the Eastern District of New York. The lawsuit alleged that a class of female employees were subjected to sexual harassment by a supervisor and then retaliated against because they objected to or complained about the harassment.

Federal law prohibits employers from discriminating against applicants for employment and employees based on national origin, religion, race, color, sex, age, disability, or genetic information. Federal law also prohibits employers from retaliating against individuals who complain about or oppose discrimination or participate in any way in the processing of a complaint.

The Consent Decree prohibits Suffolk Laundry from harassing or discriminating against applicants and employees because of his or her sex and from retaliating against any person who exercises his or her rights under federal anti-discrimination laws. The settlement also requires that Suffolk Laundry:

1. Post this Notice to inform employees about the resolution of the lawsuit.
2. Adopt and maintain written policies prohibiting sexual harassment and retaliation, and procedures for receiving and investigating complaints of sexual harassment or retaliation;
3. Distribute a copy of the written policies and procedures prohibiting employment discrimination to all current and future employees and post copies at Suffolk Laundry's facilities;
4. Post notices advising applicants and employees of their right to equal employment opportunities;
5. Issue a disciplinary warning to the individual responsible for the harassment;
6. Provide training to all current and future employees, managers, and supervisors annually on federal laws prohibiting employment discrimination, including sexual harassment and retaliation;
7. Report all complaints of harassment, discrimination, or retaliation to the EEOC; and
8. Pay \$582,000.00 in damages to be distributed among the Claimants and their attorneys in the lawsuit.

If you have any complaints of discrimination, you may contact:

U.S. Equal Employment Opportunity Commission

1-800-669-4000

www.eeoc.gov

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED, ALTERED, OR COVERED
THIS NOTICE MUST REMAIN POSTED FOR 3 YEARS
FROM DATE OF POSTING UNTIL _____, 2018**

EXHIBIT C

SUMMARY OF DISCRIMINATION AND HARRASMENT TRAINING

I. EMPLOYMENT DISCRIMINATION

A. Federal and State Law Prohibit Discrimination in Terms and Conditions of Employment based on:

1. Sex/Gender
2. Race
3. Age
4. National origin
5. Religion
6. Disability
7. Sexual Orientation
8. Military service
9. Union activities
10. Jury duty
11. Legal activities during non-work time

In regards to each type of discrimination, a discussion will be had regarding what constitutes harassment and/or discrimination including what types of conduct is considered unlawful or improper. With respect to sexual harassment, a supplemental outline is enclosed herein.

B. Terms and Conditions of Employment Include:

1. Hiring
2. Wages and Benefits
3. Promotions, Raises
4. Evaluations

5. Discipline
- C. Employer's Vicarious Liability for Actions of Supervisors (For Management and Supervisors Only)
 1. Supreme Court decisions in *Faragher v. City of Boca Raton* and *Burlington Industries v. Ellerth*
 2. Availability of Affirmative Defense
- D. Supervisor's Personal Liability Under New York State Law (For Management and Supervisors Only)
 1. Backpay
 1. Compensatory Damages
 2. Punitive Damages
 3. Attorneys' Fees
- E. Requests For Reasonable Accommodations
 1. What constitutes a reasonable accommodation in connection with medical issues/ issues relating to disability?
 2. The good-faith interactive process
 3. What constitutes an undue burden
- F. Suffolk Laundry's Anti-Harassment Policy
 1. How Complaints should be made
 2. An overview of the Complaint process and how the Company will investigate Complaints
 3. An overview of the anti-retaliation provisions of Federal and State law and what constitutes retaliation
 4. A detailed overview how Complaints should be investigated (For Management and Supervisors Only)

II. AVOIDING SEXUAL HARASSMENT CHARGES

A. What is Harassment?

1. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when
 - a. submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
 - b. submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; or
 - c. such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive work environment.

B. Patterns of Harassment

1. A man as well as a woman may be the victim of sexual harassment, and a woman as well as a man may be the harasser.
2. The harasser does not have to be the victim's supervisor. He/she may also be an agent of the employer, a supervisory employee who does not supervise the victim, a non-supervisory employee (co-worker), or, in some circumstances, even a non-employee (customer, vendor or visitor).
3. The victim does not have to be of the opposite sex from the harasser.
4. The victim does not have to be the person at whom the unwelcome sexual conduct is directed.
5. A finding of unlawful sexual harassment does not depend on the victim having suffered a tangible economic injury as a result of the harasser's conduct.
6. The victim must take advantage of existing employer procedures to complain of harassment.

C. Examples of Harassment

1. Physical assaults on another employee, including, but not limited to, rape, sexual battery, molestation or attempts;
2. Intentional physical conduct that is sexual in nature, including, but not limited to, touching, pinching, patting or brushing up against another employee's body;

3. Unwanted sexual advances or propositions, including making sexual gestures, jokes or comments;
4. Display of obscene or sexually-explicit photographs or drawings (e-mail, phones, screen savers, faxes, internet sites);
5. Pursuing a romantic relationship with someone after that person has told you that he/she is not interested;
6. Terms of endearment, such as “doll” “honey” or “babe”;
7. Sexually-oriented nonverbal communication, such as leers, gawks or whistles;
8. “Off-color” or obscene language;
9. Compliments of a sexual or suggestive nature;
10. Abusive or demeaning behavior towards an employee because of his/her sex; or
11. Any other type of physical or verbal conduct which creates an intimidating, hostile or offensive workplace based on sex.

D. Procedure for Complaints

1. Prompt Investigation of Complaints
 - a. To whom complaints should be directed
 - b. The confidentiality of the investigation
 - c. No retaliation
 - d. The need for a thorough and documented investigation of each incident
 - e. What to do when the victim does not want the harasser to know of the complaint

2. Remedies

- a. Depends on results of investigation
 - i. Credibility resolutions
 - ii. Corroboration
- b. Discipline of supervisor depends on severity and pervasiveness of conduct
 - i. Written warning
 - ii. Suspension
 - iii. Termination
- c. Communication of results of investigation to victim and harasser

E. Personal Repercussions of Being Accused of Sexual Harassment (For Management and Supervisors)

- 1. Effect on Career
- 2. Effect on Personal Life

F. Hostile Work Environment

Similar discussions relating to harassment and discrimination concerning other protected classes will also be provided.

EXHIBIT D

FILED UNDER SEAL