

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA, Plaintiff, v. POLICIA DE PUERTO RICO, Defendant.	Civil Action No. 3:10-cv-2157 (JPG)
--	-------------------------------------

CONSENT DECREE

I. INTRODUCTION

1. This action was brought by the Plaintiff United States of America ("United States") against Defendant Policía de Puerto Rico ("Puerto Rico Police Department" or "PRPD") to enforce the provisions of Title VII of the Civil Rights Act of 1964, *as amended*, 42 U.S.C. § 2000e, *et seq.* ("Title VII"). In its Complaint, the United States alleges that the Puerto Rico Police Department retaliated against Agent Investigator Sofia Figueroa Rossy for engaging in protected activity, in violation of Title VII, 42 U.S.C. § 2000e-3(a). This Court has jurisdiction of the action under 42 U.S.C. § 2000e-5(f) and 28 U.S.C. §§ 1331 and 1345.

2. The parties, desiring to settle appropriately this action, agree to the jurisdiction of this Court over them and the subject matter of this action, and hereby waive the entry of findings of fact and conclusions of law.

3. The parties, desiring to avoid protracted and unnecessary litigation, also accept this Consent Decree ("Decree") as final on the issues resolved. This Decree, being entered with the consent of the parties, shall not constitute an admission, adjudication or finding on the merits of this action, and the PRPD denies that any unlawful discrimination or retaliation has occurred.

4. The parties recognize that the Commonwealth of Puerto Rico and PRPD have entered into an Agreement for the Sustainable Reform of the Puerto Rico Police Department (“Reform Agreement”) in *United States v. Commonwealth of Puerto Rico et al.*, Case No. 3:12-cv-2039 (GAG). It is the intention of the parties that no provision in this Decree will conflict with, or be duplicative of, any of the obligations required of PRPD in that Reform Agreement.

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

II. PARTIES AND DEFINITIONS

5. The parties to this Decree are the United States and the Puerto Rico Police Department, its current, former and future agents, employees, officials, designees and successors in interest.

6. Sofia Figueroa Rossy is referred to hereinafter as “Figueroa.”

7. The Equal Employment Opportunity Commission is referred to hereinafter as the “EEOC.”

8. 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.”

III. PURPOSES OF THIS DECREE

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

a. the PRPD shall not retaliate against any person because that person has engaged in protected activity, including opposing allegedly discriminatory policies or practices; filing a complaint, either verbal or written, with the PRPD; filing a charge of discrimination with the EEOC; or participating in or cooperating with the initiation, investigation, litigation or administration of this case or this Decree;

b. the PRPD take steps to ensure that when complaints of sexual harassment are received, appropriate provisional measures will be immediately taken so that an alleged victim, like Figueroa, is not retaliated against and will not have to wait an unreasonable amount of time for the PRPD to protect him or her from further discrimination and retaliation; and

c. the PRPD offers Figueroa appropriate make-whole remedial relief.

IV. GENERAL INJUNCTIVE RELIEF

10. The PRPD, its employees, supervisors, agents and all individuals in active concert or participation with it, are enjoined from retaliating against any person because that person has engaged in protected activity, including opposing allegedly discriminatory policies or practices; filing a complaint, either verbal or written, with the PRPD; filing a charge of discrimination with the EEOC; or participating in or cooperating with the initiation, investigation, litigation or administration of this case or this Decree.

V. INDIVIDUAL RELIEF

11. Without admitting the allegations contained in the Complaint, and in settlement of the United States' claims, the PRPD shall offer to Figueroa a total monetary award (inclusive of attorney's fees, if any) of \$150,000. This amount will also settle all claims that may arise out of the facts and allegations made in the *Figueroa Rossy v. Commonwealth of Puerto Rico, et al.*, Civil No. 12-1891 (ADC), "the Parallel case," including but not limited to all claims made in the instant litigation and in the Parallel case.

a. Within fifteen (15) days after the date of entry of this Decree, the PRPD shall notify Figueroa of its terms by mailing to her, via certified mail, return receipt requested, a copy of the Notice Letter set forth at Appendix A. The Notice Letter shall

inform Figueroa that in order to receive the relief offered to her, she must return the executed Individual Relief and Release of Claims Form, at Appendix B, to the PRPD within thirty (30) days of receipt of the Notice Letter unless good cause, as determined exclusively by the United States, exists for her failure to do so. A copy of the Individual Relief and Release of Claims Form and of this Decree shall be enclosed with the Notice Letter.

b. The PRPD shall pay the full amount of the monetary award to Figueroa via certified or bank check within sixty (60) days of its receipt of the executed Individual Relief and Release of Claims Form.

c. The PRPD shall notify the United States as soon as payment to Figueroa has been made. The PRPD shall promptly forward to the United States a copy of the canceled check or other appropriate documentation indicating that payment has been received.

12. In addition, the PRPD shall expunge from Figueroa's personnel files, as well as from any other files maintained by the PRPD, any documents issued or dated between January 2008 and May 2012 that reference any disciplinary history, including references to an involuntary transfer.

VI. TRAINING

13. No later than one hundred and eighty (180) days after the date of entry of this Decree, all supervisors in the Caguas District of the PRPD, including the Region Director, shall be provided with training by the PRPD on the law of equal employment opportunity, including harassment and retaliation under Title VII, lasting at least three (3) hours. The training shall include an explanation of the PRPD's policies and procedures, regarding initiation and

investigation of a complaint of harassment or retaliation. The PRPD shall select, with the concurrence of the United States, a qualified individual or group of individuals to conduct the training outlined in this paragraph. The United States' concurrence will not be unreasonably withheld. The United States will review and approve any proposed training program prior to its administration.

14. All supervisors who attend the training described in paragraph 13 shall sign and date an acknowledgment of attendance for that training. The PRPD shall provide the United States with copies of these acknowledgments within ten (10) days of their execution. The PRPD shall maintain a file of all original signed and dated acknowledgments for the duration of this Decree.

15. Training developed pursuant to paragraph 144 of the Reform Agreement may satisfy the training required by this Decree, provided that such training meets the specific requirements set forth in paragraph 13 of this Decree.

VII. COMPLIANCE MONITORING

16. The United States may review compliance with this Decree at any time. The PRPD shall, upon request, provide copies of any documents relevant to the PRPD's compliance with this Decree to the United States. The PRPD also shall provide to the United States' access to any and all of its employees for the purpose of conducting interviews or depositions to evaluate the PRPD's compliance with this Decree.

17. The PRPD shall, upon request, provide the United States with compliance reports documenting all steps taken by the PRPD to comply with this Decree.

18. Within thirty (30) days of receiving a formal or informal complaint of sexual harassment or related retaliation from an employee, the PRPD shall:

a. Inform the United States of the complaint and of all actions taken to investigate the complaint; and

b. Provide the United States with copies of all documents relevant to the complaint.

19. Within fifteen (15) days after the PRPD completes the investigation of a complaint described in paragraph 18 above, the PRPD shall inform the United States of the results of that investigation and, if the complaint has been found to be meritorious, of the corrective measures the PRPD will take or has taken with respect to the matter.

20. The PRPD shall retain during the term of this Decree all documents, in paper or electronic form (including electronic mail), that come into its possession that are relevant to this Decree including but not limited to documents related to formal or informal complaints of harassment or retaliation made by PRPD employees.

VIII. NOTIFICATION OF THE PARTIES

21. All documents required to be delivered under this Decree to the United States shall be sent to the attention of:

Chief
Employment Litigation Section
United States Department of Justice
Civil Rights Division
Employment Litigation Section
950 Pennsylvania Avenue, NW
PHB - Room 4040
Washington, DC 20530

22. All documents required to be delivered under this Decree to the PRPD shall be sent to the attention of:

Melissa Ríos Montoya, Director
Oficina de Asuntos Legales
Policía de Puerto Rico

P.O. Box 70166
San Juan, PR 00936

IX. JURISDICTION OF THE COURT

23. The Court shall maintain jurisdiction of the matters covered by this Decree for a time period of one and a half (1½) years from the date of entry of this Decree. This Decree shall expire without further order of this Court one and a half (1½) years from the date of its entry.

24. If a dispute arises concerning compliance with this Decree, the parties shall engage in good faith efforts to resolve the issue before seeking action by the Court. If the parties are unable expeditiously to resolve the issue, any party may move the Court for resolution, provided that written notice is first provided to the other party at least fourteen (14) days in advance of any intended filing with the Court.

APPROVED and ORDERED this 14th day of October, 2013.



JUAN M. PÉREZ-GIMÉNEZ
UNITED STATES DISTRICT JUDGE

AGREED AND CONSENTED TO:

On behalf of Plaintiff United States of America

JOCELYN SAMUELS
Acting Assistant Attorney General
Civil Rights Division



DELORA L. KENNEBREW
Chief
(GA Bar No. 414320)
Employment Litigation Section
Civil Rights Division

Dated: 10/2/2013

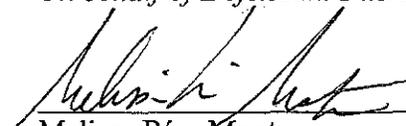


LOUIS LOPEZ

Dated: 10/2/2013

Deputy Chief
(DC Bar No. 461662)
TONI MICHELLE JACKSON
Senior Trial Attorney
(DC Bar No. 453765)
(USDC-PR No. G01107)
ELIZABETH BANASZAK
Trial Attorney
(IL Bar No. 6299035)
(USDC-PR No. G01711)
United States Department of Justice
Civil Rights Division
Employment Litigation Section - PHB Room 4518
950 Pennsylvania Avenue, NW
Washington, DC 20530
Telephone: 202-305-3194
Facsimile: 202-514-1005

On behalf of Defendant Puerto Rico Police Department



Melissa Ríos Montoya
Legal Affairs Director

Dated: October 2, 2013

APPENDIX A

NOTICE LETTER

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

[Date]

Sofia Figueroa Rossy
Urb. Bairoa Park
Calle Enrique Moreno 2-H-21
Caguas, PR 00725

Re: United States of America v. Policía de Puerto Rico, Civ. No. 10-2157 (PG)

Dear Ms. Figueroa:

 A Consent Decree has been entered settling a complaint of retaliation filed by the United States against the Puerto Rico Police Department ("PRPD"). A copy of the Consent Decree, which was entered and approved by the Court on _____, is enclosed.

Under the terms of the Consent Decree entered in the case of *United States of America v. Policía de Puerto Rico*, Civil Action No. 10-2157 (PG), you are being offered the following: (1) a monetary award of \$150,000.00, which represents compensatory damages; and (2) removal of any disciplinary history, including references to an involuntary transfer, that were the result of your protected activity. That monetary award will also settle all your claims in the case of *Figueroa Rossy v. Commonwealth of Puerto Rico, et al.*, Civil No. 12-1891 (ADC).

In order to receive the relief that is offered to you pursuant to the Consent Decree, you must complete and return the enclosed Individual Relief and Release of Claims Form ("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 the Consent Decree, unless you are able to show good cause as determined by the United States, for your failure to do so. Payment to you of the monetary award will be made to you via certified or bank check within sixty (60) days after receipt by the undersigned of your signed Release.

If you decline the relief offered by the PRPD, the PRPD nevertheless will have satisfied its obligation to the United States pursuant to the Consent Decree, and the United States will not seek additional relief on your behalf.

If you have any questions concerning the Consent Decree or the PRPD's offer to you, you may contact Toni Michelle Jackson, attorney for the United States Department of Justice, at (202) 305-3194.

Sincerely,

Melissa Ríos Montoya, Director
Oficina de Asuntos Legales
Policía de Puerto Rico
P.O. Box 70166
San Juan, Puerto Rico 00936

Enclosures

APPENDIX B

INDIVIDUAL RELIEF AND RELEASE OF CLAIMS FORM

IF YOU ARE ACCEPTING THE INDIVIDUAL RELIEF, OR ANY PART OF THAT RELIEF, OFFERED TO YOU, YOU MUST COMPLETE THE REST OF THIS FORM, AND HAVE IT NOTARIZED AND POST-MARKED BY _____ [DATE].

A pre-addressed envelope is enclosed which you may use to return this form. You must return this form to the address on the envelope within thirty (30) days of your receipt of this letter unless you show good cause for not meeting this deadline. If you have any questions about how to complete this form, you may contact Toni Michelle Jackson at the United States Department of Justice at (202) 305-3194.

RELEASE OF CLAIMS

For and in consideration of the acceptance of all or any part of the relief offered to me by the Policía de Puerto Rico ("PRPD"), pursuant to the provisions of the Consent Decree entered by the Honorable Juan M. Perez-Gimenez, United States District Judge, on _____ [date] in United States of America v. Policía de Puerto Rico, Civ. No. 10-2157 (PG), I forever release and discharge the PRPD, and all its current, former and future agents, employees, officials, designees, predecessors and successors in interest, from all legal and equitable claims accruing prior to the date of this release. I also release and discharge all defendants of all claims, arising out of, or related in any way with, the facts and allegations made in the case of *Figueroa Rossy v. Commonwealth of Puerto Rico, et al.*, Civil No. 12-1891 (ADC).

I understand that the relief to be given to me, including the payment to me of any monetary amount, does not constitute an admission by the PRPD of the validity of any claim raised by me or on my behalf, nor does it constitute a finding of any wrongdoing or violation of any applicable federal law or regulation.

This release constitutes the entire agreement between the PRPD and myself, without exception or exclusion.

I acknowledge that a copy of the Consent Decree in this action has been made available to me for my review.

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 _____, 2013.

Signature

Name (please print)

Subscribed and sworn to before me this
____ day of _____, 2013.

Notary Public

