

1 VANITA GUPTA
Acting Assistant Attorney General

2 DELORA L. KENNEBREW
3 Chief

4 SHARYN A. TEJANI (DC Bar No. 456150)
Deputy Chief

5 ANTOINETTE BARKSDALE (DC Bar No. 433201)
Senior Trial Attorney

6 ROBERT L. GALBREATH (DC Bar No. 460398)

7 Senior Trial Attorney
United States Department of Justice
Civil Rights Division

8 Employment Litigation Section

9 950 Pennsylvania Avenue, NW

Patrick Henry Building, Room 4032

Washington, DC 20530

10 Telephone: (202) 307-0612

Facsimile: (202) 514-1005

11 Email: Antoinette.Barksdale@usdoj.gov

12 Attorneys for Plaintiff United States of America

13
14
15 **UNITED STATES DISTRICT COURT**
16 **DISTRICT OF NEVADA**
17

18 UNITED STATES OF AMERICA,

19 Plaintiff,

20 vs.

21 CLARK COUNTY,

22 Defendant.

Case No. 2:14-CV-00493-RFB-NJK

CONSENT DECREE

23
24 This action was brought by the United States against Clark County, Nevada ("Clark County"
25 or the "County") to enforce the provisions of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§
26 2000e, *et seq.*, as amended ("Title VII"). This Court has jurisdiction of the action under 42 U.S.C. §
27 2000e-5(f) and 28 U.S.C. § 1345.
28

1 In its Complaint, the United States alleges that the County discriminated against Therese
2 Scupi ("Scupi") in violation of Section 703(a) of Title VII of the Civil Rights Act of 1964, as
3 amended, 42 U.S.C. § 2000e-2(a) ("Title VII") on the basis of her race, sex and retaliation.
4 Specifically, the Complaint alleges that Ms. Scupi was subjected to compensation discrimination on
5 the basis of her race and sex and retaliated against her for engaging in protected activity.

6 The County denies that it has discriminated and/or retaliated against Ms. Scupi. The United
7 States and Clark County, desiring that this action be settled without the burden and risks of
8 protracted litigation, agree to the jurisdiction of this Court over the parties and the subject matter of
9 this action. The parties also hereby waive, for purposes of entry of this Consent Decree ("Decree")
10 only, hearings and findings of fact and conclusions of law on all issues, and further agree to the entry
11 of this Decree as final and binding between them with regard to the issues raised in the United
12 States' Complaint in this case.

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

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

19 **I. DEFINITIONS AND PARTIES**

20 1. The parties to this Decree are the United States of America and Clark County,
21 Nevada.

22 2. The terms "Supervisor" and "Administrator" include all employees of Clark
23 County who manage, supervise, or have authority to effectuate the hiring, firing, discipline,
24 assignments, or pay rates of employees of the County, and all persons who establish policies or
25 procedures that impact the County's equal employment opportunity policies or procedures.

26 3. "Day" or "days" refers to calendar and not business days unless otherwise
27 noted.

28 4. "Date of entry of this Decree" refers to the date that the Court orders entry of

1 the Decree.

2 **II. GENERAL STATEMENT OF TITLE VII COMPLIANCE**

3 5. The County's policies prohibit wage disparity discrimination based upon race
4 and sex, and prohibit unlawful retaliation. The County will not subject any employee of the County
5 to wage disparity discrimination based on race and sex and will not retaliate against any employee
6 for engaging in protected activity;

7 **III. DISSEMINATION OF POLICIES & PROCEDURES**

8 6. Within sixty (60) days from the date of entry of this Decree, the County shall
9 disseminate a copy of its discrimination and retaliation policies to its employees and obtain an
10 acknowledgment that the employees have reviewed the County's discrimination and retaliation
11 policies. The distribution of these policies shall include the following notice and instruction from
12 the County:

13 This is a reminder of Clark County's policy against illegal workplace discrimination.
14 Federal law prohibits workplace discrimination against an employee because of the
15 employee's race, color, religion, national origin, or sex. In other words, an employer
16 is allowed to base and/or alter its relationship with its employees based upon many
17 factors including, but not limited to, work experience, misconduct, personality fit,
18 date of hire and/or longevity with the employer, and performance, but federal law
19 prohibits disciplining or paying an employee a lower wage because of the employee's
20 race, color, religion, national origin, or sex.

21 Federal law also prohibits retaliating against an employee because the employee
22 complained about alleged discrimination, filed a charge of discrimination, or
23 participated in an employment discrimination investigation or lawsuit. Retaliation is
24 defined as a materially adverse change in the terms and conditions of an employee's
25 employment.

26 The County is committed to have having a workplace environment free from
27 unlawful discrimination. Please carefully read the County's equal opportunity
28 employment policies. If you have any questions about the County's policy, or if you
have any concerns regarding workplace discrimination, then please contact your
supervisor or another member of management immediately.

23 **IV. TRAINING**

24 7. Within one-hundred-twenty (120) days from the date of entry of this Decree, the
25 County shall provide to the County's Supervisors and Administrators mandatory training regarding
26 Title VII's prohibitions against discrimination based on race, sex and retaliation.
27
28

1 8. Within thirty (30) calendar days following the completion of the training required by
2 Paragraph 7 above, the County shall make available to the United States copies of all training
3 materials used, as well as written or electronic attendance records reflecting that the training has
4 been completed and that the Supervisors and Administrators required to attend such training in
5 accordance with Paragraph 7 in fact did so.

6 **V. INDIVIDUAL RELIEF FOR CHARLOTTE THERESE SCUPI**

7 9. Without admitting the allegations of the United States as set forth in its complaint,
8 and in settlement of the claims of the United States for relief on behalf of Ms. Scupi, the County and
9 Ms. Scupi have executed a Settlement Agreement and General Release, wherein the County shall
10 provide Ms. Scupi with the following monetary compensation in exchange for her separation from
11 employment with the County:

- 12 a. \$71,350 in back pay, less applicable withholdings;
- 13 b. an increased value of no less than \$10,000 in the final cash out of Ms. Scupi's
14 longevity, severance, and accrued and unused paid leave; and
- 15 c. \$79,136 identified and characterized as compensatory damages.

16 The County will also, on Ms. Scupi's behalf, make the statutorily required contribution to the Public
17 Employees' Retirement System of Nevada of approximately \$16,995 associated with the back pay
18 referenced above. Each payment described herein shall be made in accordance with the Settlement
19 Agreement and General Release.

20 10. Ms. Scupi's final day of work with the County shall be December 19, 2014, after
21 which Ms. Scupi will no longer have any authority, responsibility, and/or duties for the County. Ms.
22 Scupi will be on paid administrative leave status from December 20, 2014 through January 9, 2015.
23 Ms. Scupi shall retire from the County on January 9, 2015.

24 **VI. COMPLIANCE MONITORING**

25 11. For a period of twenty-four (24) months after the date of entry of this Decree, the
26 County shall send quarterly reports to the United States identifying any Charge of Discrimination of
27 which the County has received notice and which was made by a management level employee of
28 Clark County to a government agency based upon racial or sexual pay disparity and retaliation. The

1 first report is due ninety (90) days after the date of entry of this Decree, with a report due every
2 ninety (90) days thereafter until the dissolution of this Decree. In the report, the County shall
3 identify the date of receipt and nature of the complaint.

4 **VII. DISPUTE RESOLUTION**

5 12. The parties shall attempt to resolve informally any dispute that may arise under this
6 Decree. If the parties are unable to resolve the dispute expeditiously, either party may move the
7 Court for a resolution of the issue upon ten (10) business days of written notice to the other party.

8 **VIII. MODIFICATION OF THE DECREE**

9 13. This Decree constitutes the entire agreement and commitments of the parties. The
10 parties may jointly agree to modifications of this Decree with the approval of the Court.

11 **IX. JURISDICTION OF THE COURT**

12 14. The Court shall maintain jurisdiction over this case throughout the duration of this
13 Decree for the purpose of enforcing the terms of the Decree as well as resolving any disputes
14 between the parties with respect to the terms or implementation of the Decree.

15 **X. TERMINATION DATE**

16 15. This Decree will expire without further order of the Court twenty-four (24) months
17 after the effective date of the Decree.

18 **XI. GENERAL PROVISIONS**

19 16. If any provision of this Decree is found to be unlawful, only the specific provision in
20 question shall be affected and the other provisions shall remain in full force and effect.

21 17. Each party shall bear its own costs, expenses, and attorney's fees in this action,
22 including the costs of compliance or monitoring.

23 18. All documents required to be delivered under this Decree to the United States shall be
24 sent to the following address:

25 Antoinette Barksdale
26 Senior Trial Attorney
27 Employment Litigation Section
28 Civil Rights Division
U.S. Department of Justice
601 D Street, N.W., Room 4032
Washington, D.C. 20579

1 Dated this 15th day of January, 2015.

2 Respectfully submitted,

3 /s/ Antoinette Barksdale
4 DEPARTMENT OF JUSTICE CIVIL
RIGHTS DIVISION

5 VANITA GUPTA, ESQ.
6 DELORA L. KENNEBREW, ESQ.
7 SHARYN A. TEJANI, ESQ.
ROBERT GALBREATH, ESQ.
ANTOINETTE BARKSDALE, ESQ.

8 Attorneys for Plaintiff
9 United States of America

/s/ Patrick H. Hicks
LITTLER MENDELSON, P.C.

PATRICK H. HICKS, ESQ.
MATTHEW T. CECIL, ESQ.

Attorneys for Defendant
Clark County

10
11
12 IT IS SO ORDERED.

13
14 Dated: _____, 2015.

15
16 UNITED STATES DISTRICT COURT JUDGE
17
18
19
20
21
22
23
24
25
26
27
28