

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF LOUISIANA**

\_\_\_\_\_  
UNITED STATES OF AMERICA, )  
                                )  
                                )  
Plaintiff,                 ) Civil Action No. 2:12-cv-434  
                                )  
                                )  
v.                            )  
                                )  
STATE OF LOUISIANA        )  
DEPARTMENT OF PUBLIC      )  
SAFETY and CORRECTIONS,    )  
                                )  
Defendant.                 )  
\_\_\_\_\_

**CONSENT DECREE**

**I. INTRODUCTION AND BACKGROUND**

1. This action was brought by the United States of America (the “United States”) against the State of Louisiana Department of Public Safety and Corrections (the “DPSC”) 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 DPSC discriminated against Laura Arceneaux (“Arceneaux”) on the basis of her sex, in violation of Section 703(a) of Title VII by: (1) subjecting Arceneaux to gender-based discrimination and harassment in the form of a hostile work environment; and (2) failing to take corrective action to stop it. The DPSC has denied all claims against it.

2. The United States and the DPSC, desiring that this action be settled by an appropriate Consent Decree (“Decree”) without the burden and expense of litigation, agree to the entry of this Decree.

**II. STIPULATED FACTS**

3. The United States and the DPSC agree to the jurisdiction of the Court over the parties and subject matter of this action.

4. For purposes of this Decree, and subject to its approval by the Court, the parties waive a hearing 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 themselves as to the issues raised in the Complaint filed by the United States in this case and the matters resolved by this Decree.

5. This Decree, being entered with the consent of the parties, shall not constitute an admission, adjudication or finding on the merits of the allegations made in the Complaint.

Accordingly, it is hereby ORDERED, ADJUDGED and DECREED as follows:

**III. PARTIES**

6. The parties to this Decree are the United States and the DPSC, its current, former and future agents, employees, officials, designees and successors in interests.

**IV. GENERAL INJUNCTIVE RELIEF**

7. The DPSC, its employees, supervisors and agents, jointly and severally, shall not engage in any act or practice that has the purpose or effect of unlawfully discriminating against any employee or prospective employee of the DPSC because of his or her gender.

8. The DPSC shall not retaliate against or adversely affect any employee or prospective employee of the DPSC because that person has complained about sex discrimination or harassment, or because of that person's participation in or cooperation with the initiation, investigation, litigation or administration of this action or this Decree.

**V. INDIVIDUAL RELIEF FOR ARCENEAUX**

9. The DPSC shall offer Arceneaux an award for non-wage compensatory damages in the amount of \$50,000.00. This amount is not subject to wage withholdings or deductions and the DPSC shall issue the appropriate tax form to Arceneaux for this amount.

10. The DPSC shall provide to Arceneaux, at its expense, counseling sessions with a licensed professional counselor, psychologist, or psychiatrist of Arceneaux's choice. Initially, the DPSC agrees to pay for eight such sessions. At the end of the eight sessions, the DPSC agrees to negotiate with the United States regarding payment for any further sessions recommended in writing by the licensed professional counselor, psychologist, or psychiatrist chosen by Arceneaux.

11. The DPSC shall notify Arceneaux of the individual relief being offered to her under the terms of this Decree within seven (7) days of its entry by mailing to her, by certified mail, return receipt requested, a copy of the Notice Letter set forth in Appendix A ("Notice Letter"), a copy of the Release of Claims Form set forth in Appendix B, and a copy of this Decree. The Notice Letter will advise Arceneaux that, in order to accept the individual relief offered to her, she must execute the Release of Claims Form and return it to the DPSC, by hand or certified mail, within thirty (30) days of her receipt of the Notice Letter, unless she can demonstrate good cause, to be determined by the United States, for her failure to do so.

12. The DPSC will pay to Arceneaux the monetary award specified in Paragraph 9, *supra*, within ten (10) days of its receipt of the executed Release of Claims Form. The DPSC shall pay the monetary awards by mailing to Arceneaux either a certified or bank check addressed as follows:

Laura Arceneaux  
408 Brandywine  
Thibodaux, Louisiana 70301

The DPSC shall provide documentary evidence of payment, within five (5) days of payment to Arceneaux, by sending a photocopy of the check sent to Arceneaux to the following address:

Rachel R. Hranitzky  
Senior Trial Attorney  
Civil Rights Division, Employment Litigation Section  
United States Department of Justice  
950 Pennsylvania Avenue, NW, PHB Room 4030  
Washington, DC 20530

## VI. THE DPSC'S POLICIES AND PROCEDURES

13. Within sixty (60) days from the date of entry of this Decree, the DPSC shall provide to the United States a written policy on harassment and discrimination as well as retaliation for reporting such harassment and/or discrimination (the "Harassment Policy"), subject to comment and approval by the United States, applicable to all employees and prospective employees of the Probation and Parole Division of the DPSC. The Harassment Policy will comply with this Decree and Title VII's prohibition against sex discrimination and harassment. At a minimum, the Harassment Policy will include the following additions to the DPSC Sexual Harassment Policy effective January 22, 2010:

- a. identifying the title and contact information for those persons to whom reports of harassment should be made, including contacts that are physically located within each DPSC Probation and Parole District Office and an alternative means of reporting harassment when the designated contact is accused of harassment;
- b. providing a description of how investigations will be handled, and who will conduct the investigations, including an alternative mechanism for

investigating harassment when the identified person is accused of harassment;

- c. providing an alternative mechanism for investigating harassment whenever the alleged harasser is a supervisor;
- d. providing specific reporting requirements when harassment is observed in the workplace, including a description of the disciplinary consequences for failure to report sexual discrimination and/or harassment;
- e. including posting and distribution requirements for the policy to include specific areas where the Harassment Policy will be posted; the method of distribution to DPSC Probation and Parole Division employees, an acknowledgement form signed by each employee upon receipt of the Harassment Policy (and any revision thereto), indicating the date the employee received the policy to be kept in the employee's file; and
- f. requiring annual employee and supervisor training on the Harassment Policy.

14. The United States shall review the Harassment Policy within thirty (30) days of its receipt and provide notice to the DPSC of its approval of the Harassment Policy or its proposed changes to the Harassment Policy.

15. Within sixty (60) days of receiving approval from the United States of the Harassment Policy, the DPSC shall:

- a. Distribute the Harassment Policy to all current DPSC Probation and Parole Division employees and shall post it in all DPSC Probation and Parole

District Office locations, both physical and electronic, where other DPSC policies are posted; and

- b. Distribute the Harassment Policy to all attendees of any DPSC Probation and Parole Division orientation or training program.

## VII. TRAINING

16. Within one hundred and twenty (120) days from the date of the United States' approval of the Harassment Policy, the DPSC will provide mandatory training regarding sexual harassment and discrimination for all DPSC Probation and Parole Division employees and supervisors located in the Thibodaux District Office and all DPSC Probation and Parole supervisors and human resources officials. Continuing through the life of this Decree, the DPSC will also conduct this mandatory training at least on a quarterly basis for all newly hired or promoted employees and newly hired or promoted supervisors and human resources officials responsible for enforcing the DPSC's Probation and Parole Division's Harassment Policy, and/or reviewing complaints of harassment, discrimination or retaliation by DPSC Probation and Parole employees. Within sixty (60) days from the United States' approval of the Harassment Policy, the DPSC will submit to counsel for the United States a description of the proposed training program and training provider, and a list of employee positions (with titles) designated to be trained. The United States shall review and approve or provide proposed corrections or comments to the proposed training program within thirty (30) days thereafter.

17. All persons who undergo the training described in Paragraph 16, *supra*, will sign an acknowledgment of attendance at the training. Every six (6) months throughout the duration of this Decree, the DPSC will provide the United States with the number of persons, by name and title, who have attended the training. Thirty (30) days prior to the expiration of this Decree,

the DPSC will provide the United States with written confirmation that all persons covered by Paragraph 16 attended the training. The DPSC will keep on file all signed acknowledgments for the duration of the Decree.

### **VIII. REPORTING AND MONITORING**

18. For the duration of this Decree, the DPSC will provide the United States with copies of any proposed modifications or revisions to the DPSC's policy and procedures pertaining to sexual harassment or discrimination for the United States' comments and approval prior to implementation.

19. The United States may review compliance with this Decree at any time during its duration. The DPSC agrees to respond to any request relating to compliance made by the United States within twenty-one (21) days from the date of the request, and further agrees to provide any documents covered by such a request within twenty-one (21) days from the date of the request.

### **IX. MISCELLANEOUS**

20. The parties shall attempt to resolve informally any dispute that arises under this Decree. If the parties are unable to resolve the dispute expeditiously, either party may move this Court for a resolution of the issue, provided that written notice has been provided to the other party ten (10) days prior to any motion filed.

21. After one (1) year from the date of the entry of this Decree, this Decree shall expire and this action shall be dismissed, without further order of this Court, unless it is extended by the Court. With respect to the time frames set forth for completion of acts set forth in this Decree, those time frames may be modified upon mutual written consent of the parties. The parties may jointly agree to other modifications of this Decree with the approval of the Court.

22. During the life of this Decree, the Court shall retain jurisdiction over this Decree for the purposes of enforcing its provisions, resolving any disputes that may arise between the parties under it and entering such orders as may be appropriate.

23. The parties shall bear their own costs, expenses and attorneys' fees in this action, including the costs of compliance or monitoring, except that the parties shall retain the right to seek costs for any matter which, in the future, may arise from this Decree and require resolution by this Court.

APPROVED AND ORDERED, this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

  
\_\_\_\_\_  
UNITED STATES DISTRICT JUDGE  
Eastern District of Louisiana

**AGREED AND CONSENTED TO:**

*For Plaintiff United States of America:*

*Esther Lander  
Rachel R. Hranitzky*

DELORA L. KENNEBREW  
Chief  
ESTHER G. LANDER (DC Bar 461316)  
Deputy Chief  
RACHEL R. HRANITZKY (TX Bar 00793991)  
Senior Trial Attorney  
United States Department of Justice  
Civil Rights Division  
Employment Litigation Section  
950 Pennsylvania Avenue, NW, PHB 4030  
Washington, DC 20530  
Telephone: 202.305.1642  
[rachel.hranitzky@usdoj.gov](mailto:rachel.hranitzky@usdoj.gov)

*For Defendant State of Louisiana  
Department of Public Safety and  
Corrections:*

*J. LeBlanc*

JAMES M. LEBLANC  
Secretary  
SUSAN WALL GRIFFIN (LABAR # 22402)  
Attorney for the Secretary  
State of Louisiana Department of Public  
Safety and Corrections  
P.O. Box 94304  
Baton Rouge, Louisiana 70804-9304  
Telephone: 225.342.6745  
[SGriffin@corrections.state.la.us](mailto:SGriffin@corrections.state.la.us)

**APPENDIX A NOTICE LETTER**

**VIA CERTIFIED MAIL**  
**RETURN RECEIPT REQUESTED**

[Date]

Laura Arceneaux  
408 Brandywine  
Thibodaux, Louisiana 70301

Re: *United States v. State of Louisiana Department of Public Safety and Corrections*,  
Case No. \_\_\_\_\_

Dear Ms. Arceneaux:

The United States of America (“United States”) and the State of Louisiana Department of Public Safety and Corrections (the “DPSC”) have entered into a Consent Decree settling the case of United States v. State of Louisiana Department of Public Safety and Corrections, Case No.

\_\_\_\_\_. A copy of the Consent Decree, which was approved and entered by the Court on \_\_\_\_\_ [date], is enclosed.

Pursuant to the Consent Decree, the DPSC offers you the following:

1. A monetary award for non-wage compensatory damages in the amount of \$50,000.00.
2. The DPSC shall provide to you, at its expense, counseling sessions with a licensed professional counselor, psychologist, or psychiatrist of your choice. Initially, the DPSC agrees to pay for eight such sessions. At the end of the eight sessions, the DPSC agrees to negotiate with the United States regarding payment of any further sessions recommended in writing by the licensed professional counselor, psychologist, or psychiatrist chosen by you.

The monetary award will be paid to you via certified or bank check, within ten (10) days of the DPSC’s receipt of your executed Release of Claims Form, which is enclosed with this letter.

In order to obtain the offered relief, or any part of it, you must complete and return the enclosed Release of Claims Form. The Release of Claims Form must be returned within **thirty (30) days** of your receipt of this letter, to the DPSC’s counsel at:

Susan Wall Griffin  
Attorney for the Secretary  
State of Louisiana Department of Public Safety and Corrections  
P.O. Box 94304  
Baton Rouge, Louisiana 70804-9304

If you decline the relief offered by the DPSC, the DPSC 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 DPSC's offer to you, you may contact the following Department of Justice attorney:

Rachel R. Hranitzky  
Senior Trial Attorney  
United States Department of Justice  
Civil Rights Division, Employment Litigation Section  
950 Pennsylvania Avenue, NW  
Washington, DC 20530  
Telephone: (202) 305-1642

If you have any questions regarding the attached Release, you should consult with an attorney of your choosing at your own expense concerning those questions.

Sincerely,

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Susan Wall Griffin  
Attorney for the Secretary  
State of Louisiana Department of Public  
Safety and Corrections  
P.O. Box 94304  
Baton Rouge, Louisiana 70804-9304

Enclosure

**APPENDIX B RELEASE OF CLAIMS FORM**

**IF YOU ARE ACCEPTING THE RELIEF, OR ANY PART OF THE RELIEF, OFFERED TO YOU, YOU MUST COMPLETE THE REST OF THIS FORM AND HAVE IT 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. The envelope enclosing this form must be postmarked by \_\_\_\_\_ [date]. If you have any questions about how to complete this form, you may contact Rachel R. Hranitzky (202-305-1642) at the United States Department of Justice.

**RELEASE OF CLAIMS**

For and in consideration of the acceptance of all or any part of the relief offered to me by the State of Louisiana Department of Public Safety and Corrections (the "DPSC") pursuant to the provisions of the Consent Decree entered by the Honorable \_\_\_\_\_, United States District Judge, on \_\_\_\_\_ [date] in *United States v. State of Louisiana Department of Public Safety and Corrections*, Case No. \_\_\_\_\_ (E.D. La. 2011), which constitutes (1) a monetary award for non-wage compensatory damages in the amount of \$50,000.00; and (2) eight counseling sessions with a licensed professional counselor, psychologist, or psychiatrist of my choice, and an agreement to negotiate with the United States for payment of any further sessions recommended in writing by the licensed professional counselor, psychologist, or psychiatrist chosen by me, I, LAURA ARCENEAUX, forever release and discharge the DPSC, and all current, former and future agents, employees, officials, designees, predecessors and successors in interest from all legal and equitable claims, arising out of the Complaint filed by the United States in the above-captioned civil action and EEOC Charge Number 461-2009-00911 accruing prior to the date of this release.

I understand that the relief to be given to me does not constitute an admission by the DPSC 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 DPSC and me, 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 also acknowledge that I have been given an opportunity to consult with an attorney regarding the terms of this Release of Claims

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 \_\_\_\_\_, 2012.

\_\_\_\_\_  
Signature