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5 **EQUAL EMPLOYMENT**
6 **OPPORTUNITY COMMISSION**

7 **Phoenix District Office**
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14 Attorneys for Plaintiff

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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

Equal Employment Opportunity
Commission,

Plaintiff,

vs.

Schuff Steel Company,

Defendant.

**CIVIL ACTION NO.: 2:22-cv-01653-
JJT**

CONSENT DECREE

I. RECITALS

1. This action was instituted by Plaintiff Equal Employment Opportunity Commission (“Commission” or “Plaintiff” or “EEOC”), an agency of the United States government, alleging that Defendant Schuff Steel Company (“Schuff” or “Defendant”) harassed

1 Charging Party, Kyle Barnett, due to his race, Black, and also harassed other aggrieved
2 individuals due to their race and national origin. The EEOC further alleges that Defendant
3 retaliated against some of the aggrieved individuals who complained about race and
4 national origin discrimination.
5

6 2. The EEOC and Schuff (collectively, the "Parties"), desiring to settle this action by
7 Consent Decree, agree to the jurisdiction of this Court over the Parties and the subject matter
8 of this action, and agree to the power of this Court to enter a Consent Decree enforceable
9 against Defendant.
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11 3. As to the issues resolved, this Decree is final and binding upon the Parties and their
12 successors and assigns.
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14 4. For the purposes of amicably resolving disputed claims, the Parties jointly request
15 this Court to adjudge as follows:

16 **IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

17 **II. JURISDICTION**

18 5. The Parties stipulate to the jurisdiction of the Court over the Parties to the Decree
19 and subject matter of this action and have waived the entry of findings of fact and
20 conclusions of law.
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22 **III. DEFINITIONS**

23 6. **Consultant** - An outside consultant and/or outside legal counsel experienced in the
24 area of employment discrimination law.
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IV. TERM AND SCOPE

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2 7. The duration of the decree shall be three years from the date that the Court signs this
3 Decree. During the term of the Decree, this Court shall retain jurisdiction for purposes of
4 compliance and any disputes that may arise hereunder.
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6 8. Unless otherwise indicated, the terms of this Decree shall apply to Schuff's facility
7 in Eloy, Arizona and Schuff's Phoenix, Arizona headquarters.
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V. ISSUES RESOLVED

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10 9. This Decree resolves the claims alleged in the above-captioned lawsuit and
11 constitutes a complete resolution of all of the Commission's claims of unlawful
12 employment practices under Title VII of the Civil Rights Act of 1964, as amended, that
13 arise from the EEOC's Letter of Determination issued to Schuff for Mr. Barnett's Charge
14 of Discrimination Number 540-2019-00897, including all claims on behalf of all aggrieved
15 individuals identified in this lawsuit.
16

17 10. Defendant and its officers, agents, employees, successors, and all other persons in
18 active concert or participation with any of them will not interfere with the relief herein
19 ordered but shall cooperate in the implementation of this Decree.
20

21 11. Nothing in this Decree shall be construed to preclude the EEOC from bringing suit
22 to enforce this Decree in accordance with the enforcement provisions of Section X
23 (Enforcement of Consent Decree).
24

25 12. Defendant does not make an admission of any wrongdoing, including any violation
26 of any federal, state, or local law.

27 13. The terms of this Decree shall be binding upon the present and future directors,
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1 officers, managers, agents, successors, and assigns of Schuff. During the term of this
2 Decree, Schuff and any successors of Schuff shall provide a copy of this Decree to any
3 organization or person who proposes to acquire or merge with Schuff during the term of
4 this Decree or to any successor of Schuff, prior to the effectiveness of any such asset sale,
5 acquisition, or merger. This Paragraph shall not be deemed to limit any remedies available
6 in the event of any finding by the Court regarding violation of this Decree.
7

8 **VI. MONETARY RELIEF**

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10 14. Judgment is hereby entered in favor of the Commission and against the Defendant in
11 the amount of \$500,000.00.

12 15. Defendant will not condition the receipt of individual relief upon the Charging
13 Party's and the aggrieved individuals' monetary agreement to (a) maintain as confidential
14 the facts and/or allegations underlying the complaint and the terms of this Decree; (b) waive
15 their statutory rights to file a charge with any governmental agency; (c) agree to a non-
16 disparagement and/or confidentiality agreement; or (d) refrain from reapplying for a job
17 with Schuff, as applicable.
18

19
20 16. Defendant shall pay Charging Party and aggrieved individuals in accordance with a
21 final distribution list to be provided to Schuff by the EEOC after the entry of this Decree.
22 The final distribution list will indicate the amount of each payment, and it will designate
23 portions as backpay and as compensatory damages in amounts to be determined in the
24 EEOC's sole discretion.
25

26 17. Payment to Charging Party and aggrieved individuals as backpay is subject to
27 applicable taxes and withholdings. Defendant shall be responsible for paying only the
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1 employer share of payroll taxes for backpay. Defendant shall issue an IRS Form W-2 for
2 all payments designated as back pay. The compensatory damages payment shall be reported
3 on IRS Form 1099 and shall not be subject to withholdings.
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5 18. No later than fourteen (14) days after receipt of the EEOC's final distribution list,
6 Defendant shall send payment to Charging Party and the aggrieved individuals at the
7 addresses provided by the EEOC. All payments must be made by company check, cashier's
8 check, or money order.
9

10 19. All costs associated with the distribution of settlement funds to the Charging Party
11 and the aggrieved individuals shall be paid by Defendant.

12 20. Within three (3) business days after the payment is sent, Defendant shall submit
13 confirmation of the payments issued to the EEOC.
14

15 21. If the EEOC informs Defendant that any of the aggrieved individuals have not
16 received a check within a month of Defendant's mailing of the check, Defendant shall
17 cancel the original check, reissue another check, and submit a copy of the reissued check to
18 the Charging Party and/or aggrieved individuals within fourteen (14) days.
19

20 **VII. OTHER INDIVIDUAL RELIEF**

21 22. Within ten (10) calendar days after the date the Court signs this Decree, Defendant
22 shall expunge from Charging Party's and aggrieved individuals' employment files relating
23 to (a) any and all references to the allegations of discrimination filed against Defendant that
24 formed the basis of this action; and (b) any and all references to the Charging Party and
25 aggrieved individuals' participation in this action. Defendant shall also have the personnel
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1 files for the following aggrieved individuals reflect that their most recent terminations of
2 employment are re-classified as resignations: Cruz Baeza; Jorge Grajeda; and Joe Cantu.

3
4 23. **References:** Within ten (10) calendar days of the effective after the date the Court
5 signs this Decree, Defendant will provide Charging Party and the other aggrieved
6 individuals with a neutral letter of reference on company letterhead in the form attached as
7 Attachment A.

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9 24. Defendant will respond to any requests for employment references for aggrieved
10 individuals by providing a neutral reference to confirm dates of employment and position
11 title(s).

12 **VIII. EQUITABLE RELIEF**

13 **A. *Injunctive Relief***

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15 25. Defendant, and its officers, agents, successors, management (including supervisory
16 employees), and other persons in active concert or participation with it, or any of them, are
17 enjoined from engaging in any employment practice which discriminates on the basis of
18 race, African American, or national origin, Hispanic, including harassment based on race
19 or national origin and discriminatory discharge.

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21 26. Defendant, its officers, agents, successors, management (including supervisory
22 employees), and all other persons in active concert or participation with it are enjoined from
23 engaging in reprisal or retaliation of any kind against any person because of such person's
24 opposition to any practice made unlawful under Title VII of the Civil Rights Act of 1964,
25 as amended. Defendant shall not retaliate against a person because such person makes an
26 internal complaint of discrimination with Schuff; because such person files or causes to be
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1 filed a charge of discrimination with the EEOC or any other agency charged with the
2 investigation of employment discrimination complaints; because such person's statements
3 serve as the basis of a charge of discrimination; or because such person testifies or
4 participates in the investigation of a charge of discrimination or lawsuit alleging a violation
5 of Title VII of the Civil Rights Act. Defendant shall not retaliate in any manner against
6 individuals identified as witnesses in this action or who assisted in the investigation giving
7 rise to this action. Nor shall Defendant retaliate against any person identified as a witness
8 or possible witness of discrimination in future investigations or proceedings related to a
9 charge of discrimination.
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12 ***B. EEOC Policy Review and Investigations***

13 27. Within sixty (60) days after the date the Court signs this Decree, Defendant shall, in
14 consultation with a Consultant, review and, as needed, revise, its EEO policies, including
15 policies related to race and national origin discrimination to conform with the law.
16

17 28. Defendant shall revise its policies to include, at a minimum:

- 18 a. A strong and clear commitment to preventing unlawful race and national
19 origin discrimination;
- 20 b. A clear and complete definition of discrimination based on race and national
21 origin, including harassment based on race or national origin;
- 22 c. A statement that discrimination based on race and national origin, including
23 harassment based on race or national origin, are prohibited and will not be
24 tolerated;
- 25 d. A clear and strong encouragement of persons who believe that they have been
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1 subjected to discrimination based on race or national origin, including
2 harassment based on race or national origin, to report such concerns;

3
4 e. A clear explanation in English and Spanish of the steps an employee can take
5 to report discrimination based on race or national origin, including harassment
6 based on race or national origin, which must include the options of either an
7 oral or written complaints in English or Spanish;

8
9 f. An assurance that Defendant will investigate allegations of any activity that
10 might be construed as unlawful discrimination based on race or national
11 origin, including harassment based on race or national origin, and that such
12 investigation will be prompt, fair, and reasonable, and conducted by a neutral
13 investigator specifically trained in receiving, processing, and investigating
14 allegations of discrimination based on race and/or national origin, including
15 harassment based on race or national origin;

16
17 g. An assurance that Defendant will take appropriate corrective action to make
18 any victims of discrimination or harassment whole and to eradicate any
19 unlawful conduct within its workforce;

20
21 h. A description of the consequences, up to and including termination, that will
22 be imposed upon violators of Defendant's policies against discrimination
23 based on race or national origin, including harassment based on race or
24 national origin;

25
26 i. A promise of maximum feasible confidentiality for persons who report
27 unlawful discrimination based on race or national origin, including
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1 harassment based on race or national origin, or who participate in an
2 investigation into allegations of discrimination based on race or national
3 origin, including harassment based on race or national origin; and

4
5 j. An assurance of non-retaliation for persons who report unlawful
6 discrimination based on race or national origin, and for witnesses who provide
7 testimony or other assistance in the investigation(s) of such unlawful
8 discrimination, harassment, and/or retaliation; The identification of specific
9 individuals, with telephone numbers and email addresses, to whom
10 employees can report concerns about discrimination and/or retaliation. At
11 least one point of contact must be an anonymous hotline. The posting of the
12 anonymous hotline should indicate that the hotline is a resource where
13 employees can anonymously report complaints of discrimination,
14 harassment, and/or retaliation. The hotline must offer services in both English
15 and Spanish;
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19 29. Defendant shall promptly, reasonably, and appropriately investigate all complaints
20 of discrimination. The investigation must include, at a minimum, the following: (a)
21 documentation of the complaint; (b) a finding of whether discrimination occurred; (c) a
22 credibility assessment as appropriate; (d) interviews of all known, potential victims and
23 witnesses identified, including the individual(s) alleged to have participated in or condoned
24 the unlawful conduct; and, (e) a review of all documents which might shed light on the
25 allegation, where such exist; (f) contemporaneous notes of the investigation and
26 conclusions; and, (g) contemporaneous notes of all corrective and remedial measures where
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1 discrimination is found. Defendant shall take immediate appropriate corrective action to
2 make discrimination victims whole, to discipline violators, and to eradicate the
3 discrimination as appropriate.
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5 30. Have in place a system of preservation, for all original records of complaints and
6 subsequent investigations that ensures preservation of all documents for no less than five
7 (5) years.

8 31. The record-retention system shall, at a minimum, require that all records, including
9 records of oral complaints, written complaints, anonymous complaints, notes of contact
10 with complaining parties, notes of witness interviews and any other materials pertaining to
11 a complaint of race, color, and/or national origin discrimination or harassment, and/or
12 retaliation be promptly delivered to a clearly-designated, neutral custodian of records at the
13 facility.
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16 32. Defendant shall not retain documents related to the investigation in any of the
17 complainant's personnel files. These documents instead must be retained in a separate
18 secure location. All disciplinary actions taken against employees for violation of
19 Defendant's policies will be permanently retained in the violator's personnel file. In cases
20 in which no conclusion could be reached on the allegations, the investigation documents
21 shall remain in the alleged violator's file for no less than five (5) years.
22

23 33. Within thirty (30) days after completion of the policy review and revision under this
24 Decree, Defendant's written EEO policies shall be posted in English and Spanish in a
25 prominent location frequented by employees at Defendant's Eloy facility and Schuff's
26 Phoenix, Arizona corporate headquarters, included in any employee handbook, and
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1 distributed to each current employee. The written EEO policies shall also be distributed to
2 all new employees within ten (10) days of hire. Defendant shall make the written equal
3 employment opportunity policies available in alternative formats as necessary for persons
4 with disabilities that may prevent that may prevent them from reading the policies and
5 persons who do not read English. Alternative formats will include but not be limited to
6 documents in Spanish and audio format.
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9 34. Within forty-five (45) days after completion of the creation of the policies or the
10 review of the policies required under this Decree, Defendant shall forward a copy of the
11 policies to the EEOC and a letter verifying that the policies were posted and distributed in
12 accordance with Paragraphs 27, 28, and 33.

13
14 **C. *Discipline for Violation of Policies***

15 35. Defendant agrees that where it finds discrimination, harassment and/or retaliation
16 occurred, discipline will be administered to discriminating officials promptly and
17 proportionally to the conduct or behavior at issue and the severity of the infraction of
18 Defendant's EEO policies.

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20 **E. *Training***

21 36. On an annual basis for the duration of this Decree, Schuff shall train all of its
22 personnel at the Eloy, Arizona facility and all managers at Schuff's Phoenix, Arizona
23 corporate headquarters facility on the federal laws prohibiting discrimination based on race
24 and/or national origin, including harassment based on race or national origin and retaliation.
25 All training under this Paragraph 36 shall be at Schuff's selection and expense. Training
26 shall be by live presentation (or via video conferencing) by a Consultant and/or qualified
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1 outside vendor with experience in the federal laws prohibiting discrimination based on race
2 and/or national origin. The training will be conducted as follows:

3
4 a. **Non-Managerial Employees:** Each year for the duration of this Decree, will
5 provide non-managerial employees at least one (1) hours of training on the
6 areas described above, their protections against discrimination, and methods
7 for making complaints of discrimination. The training should also emphasize
8 that every employee should report any behavior he or she witnesses that the
9 employee believes to be discriminatory, regardless of who is engaged in the
10 behavior and who the behavior is directed at. Attendance will be mandatory
11 for every employee on the days of such training.
12

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14 b. **Supervisory and Managerial Employees:** Each year for the duration of this
15 Decree, Defendant will require all individuals who work in a managerial or
16 supervisory capacity, including team leads, for Defendant to receive at least
17 three (3) hours of training on Title VII of the Civil Rights Act of 1964, as
18 amended, and other federal anti-discrimination laws. Half of these hours must
19 directly address discrimination based on race and national origin, including
20 harassment based on race or national origin, and also retaliation. The training
21 must also cover proper methods for receiving, handling, and investigating
22 (where applicable) complaints of discrimination, including complaints of
23 harassment based on race or national origin. In each of these training sessions,
24 Defendant shall emphasize with managerial and supervisory employees that
25 due to their positions of power, such employees (a) must be particularly
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1 vigilant not to discriminate; (b) must be sensitive of how their actions or
2 words might be perceived by subordinate employees; and (c) must avoid the
3 temptation to retaliate against an employee because a complaint is made, or
4 might be made, against them. Attendance will be mandatory for every
5 supervisor or manager on the days of such training. Additionally, Defendant
6 Schuff will require employees who are newly hired or recently promoted into
7 a managerial or supervisory position to complete the requisite three (3) hours
8 of training for that year within sixty (60) days of being hired or promoted.
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- 11 c. **Human Resource Employees:** Each year for the duration of this Decree,
12 Defendant will require Human Resources (“HR”) staff at its Eloy, Arizona
13 facility, and managers at Schuff’s Phoenix, Arizona corporate headquarters,
14 to receive at least five (5) hours of training on Title VII of the Civil Rights
15 Act of 1964, as amended, and other federal anti-discrimination laws. Half of
16 these hours must directly address discrimination based on race and national
17 origin, including harassment based on race or national origin. The training
18 must also cover proper methods for receiving, handling, and investigating
19 (where applicable), and ameliorating discrimination and harassment,
20 including the proper procedures for documenting and preserving evidence of
21 discrimination and harassment, archiving the corporation’s investigation)
22 complaints of discrimination, including complaints, as well as detailing the
23 consequences and result of the investigation where discrimination,
24 harassment, and/or retaliation is found, as well as detailing the consequences
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1 and result of the investigation where discrimination, harassment and/or
2 retaliation is found. In each of these training sessions, Schuff shall emphasize
3 with HR employees and supervisors that due to their positions of power, such
4 employees (a) must be particularly vigilant not to discriminate; (b) must be
5 sensitive of how their actions or words might be perceived by subordinate
6 employees; and (c) must avoid the temptation to retaliate against an employee
7 because a complaint is made, or might be made, against them. Additionally,
8 Defendant will require employees who are newly hired or recently promoted
9 into an HR position to complete at least five (5) hours of training for that year
10 within sixty (60) days of being hired or promoted.

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12
13 d. **Agenda & Timing.** An agenda for the training, training materials, and the
14 resumes relating to the presenters, will be provided to the EEOC thirty (30)
15 days before each training session. Defendant agrees that the first such training
16 session will take place within 120 days after the Court's entry of this Decree.
17 Defendant agrees that all of its personnel shall both register and attend the
18 training sessions.
19
20

21 37. The Commission, at its discretion, may designate one or more Commission
22 representatives to attend any of the training sessions described above, and the Commission
23 representatives shall have the right to attend, observe, and fully participate in all of the
24 sessions. Defendant shall provide the Commission with ten (10) days' notice that a training
25 session will be conducted, or alternatively, Defendant may provide a comprehensive
26 schedule of trainings planned for the year or for a number of months if such is more
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1 convenient.

2 ***G. Notice Posting to Employees***

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4 38. Defendant shall post and cause to remain posted the posters required to be displayed
5 in the workplace by EEOC regulation 29 C.F.R. § 1601.30 in its Eloy facility and Schuff's
6 Phoenix, Arizona corporate headquarters.

7 39. Within five (5) business days after the Court's entry of this Decree, Defendant shall
8 post in its Eloy facility and Schuff's Phoenix, Arizona corporate headquarters, in a
9 conspicuous place frequented by employees, the Notice attached as Attachment B to this
10 Decree. The Notice shall remain posted for the duration of this Decree. If the Notice
11 becomes defaced or illegible, Defendant will replace it with a clean copy. Defendant shall
12 certify to the Commission, in writing, within ten (10) days of entry of this Decree that the
13 Notice has been properly posted and shall provide recertification in each of the semi-annual
14 reports required under the Reporting provisions of this Decree.
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17 **IX. RECORDKEEPING AND REPORTING**

18 40. For the duration of this Decree, Defendant shall maintain all records concerning
19 implementation of this Decree, including, but not limited to, all of the following:
20

- 21 a. Personnel files;
- 22 b. Payroll records, including but not limited to starting pay, raises, dates, and
23 reasons reflecting these changes;
- 24 c. Work schedules;
- 25 d. Records reflecting all oral and written complaints of discrimination, including
26 but not limited to discrimination based on race or national origin, and all of
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the records documenting the investigation of such complaints, including applicable witness statements, documents compiled during the investigation, any conclusions and findings, and any corrective remedial actions taken; and

e. Records reflecting the public placement of the postings of the EEO and Title VII policies, as expressed in Paragraphs 38 and 39.

41. Defendant shall provide semi-annual reports for each six (6) month period following the entry of this Decree. The reports shall be due thirty (30) days following the respective six-month period, except the final report which shall be submitted to the Commission six (6) weeks prior to the date on which the Decree is to expire.

42. **Requirements:** Each report required under Paragraph 41 shall provide the following information:

a. **Complaints of Discrimination Based on Race or National Origin:** The report shall include the following information for each complaint of discrimination based on race and/or national origin in the reporting period:

1. The name, address, email address, and telephone number of each person making a complaint of discrimination that is either: (i) brought to the attention of Schuff's Eloy facility management, HR representative, corporate management, lead, or Schuff's Phoenix, Arizona corporate HR, whether formally or informally, by an employee or through any Schuff manager, foreman, or supervisor; or (ii) made to any federal, state, or local government agency;

2. The name, address, email address, and telephone number of each person

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identified as a potential witness and/or victim to the incident of discrimination or retaliation;

- 3. A brief summary of each complaint, including the date of the complaint, the name of the individual(s) who allegedly engaged in the discrimination or retaliation, Defendant’s investigation and response to the complaint, the name of the person who investigated or responded to the complaint, and what, if any resolution was reached; and
- 4. Copies of all documents memorializing or referring to the complaint, investigation, and/or resolution thereof.
- 5. For purposes of this Paragraph, the term “complaint of discrimination based on race and/or national origin” includes any written or verbal complaint which alleges discrimination based on race or national origin, including racial or national origin harassment, that is brought to the attention of Schuff’s Eloy facility management, HR representative, corporate management, or Schuff’s Phoenix, Arizona corporate HR, whether formally or informally, by an employee or through any Schuff manager, foreman, or supervisor even if the complainant does not use legal or technical terminology.

b. **Training:** The report shall include the following information for each training program required under this Decree conducted during the reporting period:

- 1. A registry of attendance and/or certificates of completion;
- 2. The identity and contact information of the Consultant and/or vendor

1 who provided the training; and

2 3. A copy of the program agenda and any written materials provided
3 during the training and/or any PowerPoint presentations used.

4
5 c. **Posting of Notice:** In each report, Defendant shall recertify to the
6 Commission that the Notice required to be posted under this Consent Decree
7 has remained posted during the reporting period, or, if removed, was promptly
8 replaced.

9
10 d. **Aggrieved individuals' personnel files:** In each report, Defendant shall
11 certify to the EEOC that any documents in Aggrieved Individuals' personnel
12 files have been expunged as required by Paragraph 22 of this Decree.

13
14 e. **Reclassification of termination records:** In its initial report, Defendant shall
15 certify to the EEOC that references to the terminations of Cruz Baeza, Joe
16 Cantu and Jorge Grajeda are reclassified and the records reflect that they
17 voluntarily resigned from their employment.

18
19 f. **Policies and Procedures:** In each report, Defendant shall report on the
20 creation and/or revision of any policies or practices required by this Decree,
21 as required by Paragraphs 27-34.

22 g. **Letter of Reference:** In each report, Schuff shall certify to the Commission
23 that the letter of reference required by Paragraph 23 of this Decree has been
24 provided to aggrieved individuals who are no longer employed by Schuff.
25

1 h. **Recordkeeping:** In each report, Defendant shall report on the creation and/or
2 revision of any recordkeeping policies or practices required by this Decree, as
3 required above.
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5 **X. RETENTION OF JURISDICTION AND ENFORCEMENT OF DECREE**

6 43. This Court shall retain jurisdiction of this cause for purposes of compliance with this
7 Decree and any related agreement and entry of such further orders or modifications as may
8 be necessary or appropriate to effectuate equal employment opportunities for employees.
9

10 44. There is no private right of action to enforce the Parties' obligations under the Decree
11 or any related agreement, only the Commission, or its successors or assigns, may enforce
12 compliance with this Decree.

13 45. The Commission may petition this Court for compliance with this Decree at any time
14 during which this Court maintains jurisdiction over this action. Should the Court determine
15 that Defendant has not complied with this Decree, appropriate relief, including extension of
16 this Decree for such period as may be necessary to remedy its non-compliance, may be
17 ordered.
18

19 46. Absent extension, this Decree shall expire by its own terms at the end of the 36th
20 month from the date of entry without further action by the parties.
21

22 **XI. EEOC AUTHORITY**

23 47. With respect to matters or charges outside the scope of this Decree, this Decree shall
24 in no way limit the powers of the Commission to seek to eliminate employment practices
25 or acts made unlawful by any of the statutes over which the EEOC has enforcement
26 authority, and do not arise out of the claims asserted in this lawsuit.
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1 48. The EEOC may review Defendant's compliance with the aforementioned provisions
2 of this Decree during the term of this Decree upon written notice to Defendant's attorney of
3 record at least ten (10) business days in advance of any inspection of Defendant's
4 documents or premises. Upon such notice, Defendant shall allow representatives of the
5 EEOC to review its compliance with this Decree by inspecting and photocopying relevant,
6 non-privileged documents and records, interviewing employees and management officials
7 on its premises, and inspecting its premises.
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10 **XII. COSTS AND ATTORNEYS' FEES**

11 49. Each party shall be responsible for and shall pay its own costs and attorney's fees.

12 **XIII. NOTICE**

13 50. Unless otherwise indicated, any notice, report, or communication required under the
14 provisions of this Decree shall be sent by electronic mail or certified mail, postage prepaid,
15 as follows:
16

17
18 Mary Jo O'Neill
19 Michael Yeabsley
20 EEOC Phoenix District Office
21 3300 N. Central Ave., Ste. 690
22 Phoenix, AZ 85012
mary.oneill@eoc.gov
michael.yeabsley@eoc.gov
jess.acosta@eoc.gov

23 **XIII. SIGNATURES**

24 51. The Parties to this Decree agree to the entry of this Decree subject to final
25 approval by the Court.
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SO ORDERED this 19th day of December, 2023.

BY THE COURT:

John J. Tuchi
Honorable John Tuchi

BY CONSENT:

Equal Employment Opportunity
Commission

By: Mary Jo O'Neill
Mary Jo O'Neill
Regional Attorney

Schuff Steel Company

By: Scott Sherman
Scott Sherman
Vice President and General Counsel

Date: 12/14/23

Date: Dec 12, 2023

APPROVED AS TO FORM:

Michael Yeabsley
Mary Jo O'Neill
Michael Yeabsley
Syreeta Tyrell
Michael Lagarde
Trial Attorney
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Snell & Wilmer LLP
1 East Washington St., Ste. 2700
Phoenix, AZ 85004

Attorneys for Plaintiff EEOC

Attorney for Defendant,
Schuff Steel Company

DATED this ___ day of _____, 2023.

ATTACHMENT A

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To Whom It May Concern:

[Aggrieved Individual who no longer works at Schuff] was employed as a [insert last position] with Schuff Steel Company from [dates of employment]. While employed

[Aggrieved Individual who no longer works at Schuff] also held the following positions:
[insert other positions].

Signed: _____

[NAME]

ATTACHMENT B

The following notice is being posted pursuant to the terms of a Consent Decree between the United States Equal Employment Opportunity Commission (“EEOC”) and Schuff Steel Company.

Management of Schuff Steel Company emphasizes the company’s policy of providing equal employment opportunity in all of its operations and in all areas of employment. Schuff Steel Company will work to make sure that there is no discrimination based on race or national origin, including racial or national origin harassment, against any employee or applicant. Schuff will also work to make sure that there is no discrimination against any employee or applicant on the grounds of religion, sex, pregnancy, national origin, disability or age.

Any employee who believes that he or she has suffered discrimination on the basis of disability, age, race, color, religion, sex, pregnancy, national origin, or retaliation, or has a question about this Consent Decree has the right to contact the EEOC directly at:

United States Equal Employment Opportunity Commission
Phoenix District Office
3300 N. Central Avenue, Ste. 690
Phoenix, AZ 85012
Intake Information Group: (800) 669-4000
Phoenix Status Line: (602) 640-5000
Website: www.eeoc.gov

In compliance with federal law, no official at Schuff Steel will retaliate against an employee who makes an internal complaint of discrimination or who contacts the EEOC or its state counterpart.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.
THIS NOTICE SHALL REMAIN POSTED FOR A PERIOD OF NOT LESS THAN
THREE YEARS.**

By: _____

Date: _____