



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Los Angeles District Office**

255 E. Temple Street, 4th Floor
Los Angeles, CA 90012
(213) 894-1000
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CONCILIATION AGREEMENT

340 2006 01090 - Elena Mattox

v

LOS ANGELES FIRE DEPARTMENT

In the Matter of:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

and

Elena Mattox

Charging Party

vs.

LOS ANGELES FIRE DEPARTMENT
200 North Main Street, 18th Floor
Los Angeles, CA 90012

Respondent

A charge having been filed under Title VII of the Civil Rights Act of 1964, as amended, with the U.S. Equal Employment Opportunity Commission (EEOC), by the Charging Party against the Respondent, the charge having been investigated and reasonable cause having been found, the parties do resolve and conciliate this matter as follows:

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I. GENERAL PROVISIONS

1. Charging Party's Covenant Not to Sue

The Charging Party hereby agrees not to sue the Respondent and its employees, agents, affiliates, vendors, or any other persons or entities affiliated with the City of Los Angeles, Los Angeles Fire Department, with respect to the allegations contained in the above-captioned charges or with respect to any allegation of discrimination, harassment, retaliation, and/or failure to accommodate occurring prior to the date of the signing of this Agreement by the date of the last Party signing.

2. Respondent to Comply With Statutes Administered by the EEOC

The Respondent agrees that it shall comply with all requirements of Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Americans with Disabilities Act of 1990; the Equal Pay Act of 1963, as amended; and Title II of the Genetic Information Non-discrimination Act of 2009.

3. Retaliation Prohibited

The parties agree that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice declared unlawful under any statute administered by the EEOC or because of the filing of a charge, giving of testimony, or assistance or participation in any manner in any investigation, proceeding, or hearing under any statute administered by the EEOC.

4. EEOC May Review Compliance With Agreement

The Respondent agrees that the EEOC, on request of Charging Party or on its own motion, may review compliance with this Agreement. As a part of such review, the EEOC may require written reports concerning compliance, inspect the Respondent's premises, interview witnesses, and examine and copy documents. The EEOC shall give 10 days notice of any of the foregoing.

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a. Term of the Agreement

This agreement will remain in effect for three (3) years from the date of execution. If prior to its expiration, any Party (for the purposes of this Agreement, "Party" will refer to EEOC, Charging Party, and / or Respondent") advises a Party that it has failed to comply with this Agreement, each contested provision of the Agreement will remain in effect for the full three (3) years, not to include the period of time required to resolve the issue(s) involving non-compliance. Furthermore, during this period of non-compliance, all uncontested provisions of the Agreement will remain in full force for the original Term of the Agreement and will expire in accordance with the original timetable.

5. Enforcement of Agreement

The parties agree that this Agreement may be specifically enforced in court and may be used as evidence in a subsequent proceeding in which any of the parties allege a breach of this agreement.

6. Enforcement Provisions

In the event any Party is deemed by a Party to have breached their obligations, the provisions of I.6. of this Agreement will apply.

a. Dispute Resolution Procedures:

1. If any Party has reason to believe that a Party is in non-compliance with any term of this Agreement, it shall give timely notice (i.e. within 60 days of the occurrence of the alleged non-compliance) in writing, to the Party regarding (a) the specific provision which the Party believes has not been met, and (b) a concise, factual statement of the issue;

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2. Upon receipt of the timely notice pursuant to Part I.6. of this Agreement, the Parties shall undertake efforts in good faith, through meetings, investigation, correspondence, or other appropriate means, to resolve the areas of alleged noncompliance; and
 3. Should either Party determine that efforts to resolve the matter have failed, written notice of such failure shall be sent, by Certified Mail, Return Receipt Requested, to the other Party.
- b. It is expressly agreed that if after the steps described in Part I.6. have been taken and the Parties conclude there has been a breach to this Agreement, the Parties may initiate a lawsuit in the appropriate Federal Court to enforce this Agreement. In connection with such suit, the EEOC or Charging Party will not be required to prove that any actual discrimination by the Respondent has occurred. It would simply have to demonstrate that Respondent has failed to comply with the terms of this Agreement.

7. Impact Upon EEOC's Processing

EEOC agrees not to use the subject charges as the jurisdictional basis for a civil action against Respondent, but does not waive or in any manner limit its right to process or seek relief in any other charge or investigation, including, but not limited to, a charge filed by a member of the Commission against the Respondent. This Agreement in no way affects the ability of the EEOC or any other federal agency to seek any other type of injunctive relief in other actions or investigations against Respondent or related entities. Nothing in this Agreement precludes the Charging Party or the EEOC from filing charges against the Respondent in the future excluding the claims and charges set forth in this Conciliation Agreement. Nothing in this Agreement shall be construed to limit or reduce Respondents' obligation to comply fully with Title VII or any other federal employment statute. This Agreement in no way affects the EEOC's right to bring, process, investigate or

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litigate other charges that may be in existence or may later arise against the Respondent in accordance with standard EEOC procedures. The EEOC shall reasonably determine whether the Respondent has complied with the terms of this agreement.

8. The understandings set forth herein represent the complete agreement of the Parties and may not be altered or changed except by the mutual agreement of the Parties, evidenced in writing and signed by all Parties and specifically identified as an amendment to this Agreement.

9. In consideration for the monetary relief set forth in II.1. of this Agreement the Charging Party hereby agrees not to sue the Respondent and its employees, agents, affiliates, vendors, or any other persons or entities affiliated with The Los Angeles Fire Department with respect to any claims she may have against them arising prior to the execution of this Agreement.

II. CHARGING PARTY RELIEF

1. Monetary Relief

a. The Respondent agrees to pay Charging Party a lump sum total of **\$350,000.00** as settlement to resolve the charges as filed by the Charging Party as referenced in this Agreement.

b. The Respondent agrees to assign Charging Party to the Recruitment Unit as a Firefighter III, as long as her restrictions can be accommodated after consultation with Chief Deputy Daren Palacios and/or Battalion Chief Thomas Ottman, and the Recruitment Unit position exists.

c. The Respondent agrees to employ Charging Party to the minimum of twenty-five (25) years of continuous City service without a reduction in rank or salary. Thereafter, normal employment provisions will apply.

d. The payment of said sum or execution of this agreement does not constitute an admission by Respondent of any wrongdoing or liability.

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e. Respondent agrees to make all efforts to pay the above-referenced sum no later than 31 December 2012, and if not possible, within 90 days from date of executed Agreement. The Parties acknowledge administrative and legislative obligations exist which must be met by Respondent. The Parties agree to grant a reasonable good faith extension of the time for payment in the event of unforeseen circumstances causing delay. The Parties acknowledge the administrative prerequisite required for the monetary payment is a condition precedent for this Agreement. Specifically, the Parties acknowledge that approval of the City Council of the City of Los Angeles is required as a condition precedent for this Agreement to be binding between the Parties.

f. Respondent makes and has made no representation about the taxable consequence of this settlement to Charging Party. All tax obligations and determinations, if any, are the sole responsibility of Charging Party.

g. While recognizing that monetary settlements by a public entity are a matter of public record, the Parties to this Agreement, inclusive of Charging Party, agree that no press conference or media release will be initiated or made by any Party with regard to this Agreement or its contents.

h. All settlement check(s) should be made out to Schonbrun DeSimone Seplow Harris Hoffman & Harrison LLP Trust Account and forwarded to Sarah Meyabadi at 723 Ocean Front Walk, Suite 100, Venice, CA 90291.

III. REMEDIAL RELIEF

1. Respondent will continue to enforce its Policy against Discrimination and Harassment

The Respondent agrees to continue to enforce policies and procedures against discrimination and harassment in the workplace. The written policies shall be issued annually to Employees (Note: "Employee(s)" are Sworn Members and Civilian Members). Respondent agrees to require all Employees to sign a

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document acknowledging receipt of the non-discrimination and non-harassment policies. The acknowledgement will include a statement indicating that the Employee has received and agrees to read said policies within fourteen (14) calendar days.

2. Respondent will continue to offer an external Equal Employment Opportunity Complaint Procedure through the Office of Discrimination Complaint Resolution

The Respondent agrees to continue to offer an external Equal Employment Opportunity Complaint Procedure; to provide a clear, precise explanation of what steps are required by the Employee in order to file a complaint of discrimination and/or harassment. The Complaint Procedure shall be effective and clearly explain what steps the external Complaint-Receiving Agency will take in investigating and attempting to resolve the Employee's complaint. Respondent agrees to require all Employees to sign a document acknowledging having read and received Respondent's Equal Employment Complaint Procedure. The Complaint Procedure shall be disseminated annually during the term of this Agreement.

3. Equal Employment Opportunity Training

The Respondent agrees its Chiefs will conduct training to all members of the Fire Department, which includes Sworn Members and Civilian Members, regarding discrimination and compliance with Title VII of the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; the Americans with Disabilities Act of 1990; the Equal Pay Act of 1963, as amended; and Title II of the Genetic Information Non-discrimination Act of 2009, and an explanation of Respondent's external complaint procedure. The training will consist of the following:

- a. All Chiefs will be required to complete a live two-hour training regarding discrimination, compliance with Title VII the Civil Rights Act of 1964, as amended; the Age Discrimination in Employment Act of 1967, as amended; The Americans with Disabilities Act

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of 1990; The Equal Pay Act of 1963, as amended; and Title II of the Genetic Information Non-Discrimination Act of 2009, and how to recognize and properly respond to possible harassment and discrimination occurring in the work place. The first live training for all Chiefs shall be completed within six (6) months of the execution of this Agreement. The live training for all Chiefs shall be conducted on an annual basis, and will end with a live training in 2015.

- b. The Chiefs will provide live introduction of a video to be shown to all attendees in a group setting. Immediately after each video training session, Respondent agrees, the Chiefs will conduct live discussions with the attendees to field questions about the video presentation, to make reference to Respondent's EEO Policy Manual, and to address questions or concerns by Respondent's Employees for a period of no less than a half hour. The attendees will sign-in on a controlled sign-in sheet and be provided a comment card, and will be encouraged to provide feedback on the comment card, all of which will be forwarded to Respondent's EEO Coordinator. The Chiefs will document and journal each training into Training Record (F393) and Personal Record Book. The first live training for all Employees shall be completed within twelve (12) months of execution of this Agreement. The live training for all Employees shall be conducted on an annual basis, and will end with a live training in 2015.

The EEOC shall be informed of date, time, and location of the trainings at least twenty (20) days before it is scheduled. The EEOC may attend the trainings at its discretion. Copies of the training shall be sent to the EEOC within thirty (30) days of the scheduled training.

- c. Respondent agrees that all EEO training given to its Sworn Members and Civilian Members will be consistent with training provided under this Agreement.

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- d. Actions taken by the City of Los Angeles in compliance with the matter of EEOC vs Los Angeles Fire Department (Case Numbers 480 2006 00470; 480 2007 03679; and 480 2008 04019) during calendar year 2012 will suffice as substantial compliance of this provision for 2012. Thereafter, the training specified in this Agreement will be considered concurrent with training required under the aforementioned Agreement.

4. Notice to Employees

Respondent agrees to post the NOTICE TO SWORN MEMBERS AND CIVILIAN MEMBERS attached to this Agreement, on the Official Bulletin Board of each work location and the Personnel Services Section for a period of no less than 90 days, upon receipt of the fully executed Agreement.

IV. REPORTING REQUIREMENTS

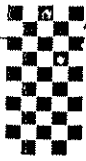
1. The Respondent agrees to provide a copy of the check(s) sent to Charging Party that covers all monetary relief, within ten (10) business days of satisfying each obligation as discussed in Section II above.
2. Within ten (10) days of receiving a fully executed Agreement, Respondent will provide written confirmation of the posting of the Notice to Employees referred to in Section III above.
3. All documents and correspondence, in accordance with Sections II and III of the Agreement, shall be forwarded within ten (10) days of issuance to the Equal Employment Opportunity Commission, c/o Investigator Lindsey, at 255 East Temple Street, Fourth Floor, Los Angeles, California 90012.
4. Notice of the trainings shall be provided via e-mail to belynda.lindsey@eeoc.gov.

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Commencing nine (9) months after the signing of this Agreement, and thereafter every six (6) months for the life of this Agreement, the Respondent shall make available to the EEOC complete copies of all underlying documentation for review and inspection upon request by the EEOC:

- A) Copies of policies and procedures as required in this Agreement.
- B) Copies of all acknowledgment sheets affirming Employees' receipt of Respondent's non-discrimination policy.
- C) Copies of all acknowledgement sheets affirming Employees' receipt of Respondent's Equal Employment Opportunity Complaint Procedure.
- D) All documents used in the training sessions referred to in Part III of this Agreement including, but not limited to, any training manuals or outlines used and a list of all attendees.
- E) With respect to individuals who have filed complaints of gender discrimination, provide a report consisting of the names of the complainant and accused, gender, dates of complaints, the findings, and results of investigation.



NOV. 2. 2012 6:23PM

213-894-1118

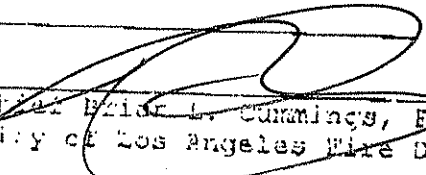
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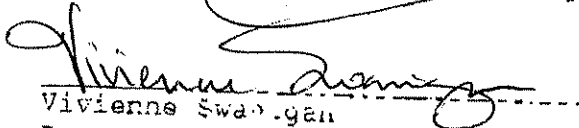
V. SIGNATURES

I have read the foregoing Conciliation Agreement and I accept and agree to the provisions contained therein :

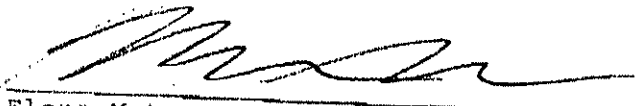
RESPONDENT


BY:  11/5/2012
Date

Chief Brian L. Cummings, Fire Chief,
City of Los Angeles Fire Department

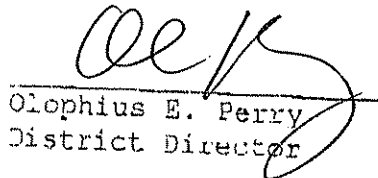
 11/2/12
Date
Vivienne Swanson
Deputy City Attorney

CHARGING PARTY

 11/2/12
Date
Elena Mattox

 11/2/12
Date
Genie Harrison
Charging Party's Attorney

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 11/6/12
Date
Olophius E. Perry
District Director

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Attachments:

Notice to All Sworn Members and Civilian Members