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U.S. DISTRICT COURT
OLD SAN JUAN PR

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF PUERTO RICO

UNITED STATES OF AMERICA,

Plaintiff,

v.

POLICIA DE PUERTO RICO,

Defendant.

Civil Action No. 08-1264 (SEC)

JURY DEMAND.

CONSENT DECREE

This action was brought by the United States of America against the 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.* In its Complaint, the United States alleges that the Puerto Rico Police Department has discriminated against Jeanette Caraballo López on the basis of her sex in violation of 42 U.S.C. § 2000e-2(a) and has retaliated against her in violation of 42 U.S.C. § 2000e-3(a), and has retaliated against Manuel Bonilla Carrasquillo in violation of 42 U.S.C. § 2000e-3(a).

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. 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.

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

I. PARTIES AND DEFINITIONS

1. The parties to this Decree are the United States, by the United States Department of Justice ("United States"), and the Puerto Rico Police Department.

2. The Puerto Rico Police Department, its current, former and future agents, employees, officials, designees and successors in interests are referred to hereinafter as the "PRPD."

3. Jeanette Caraballo López is referred to hereinafter as "Caraballo."

4. Manuel Bonilla Carrasquillo is referred to hereinafter as "Bonilla."

5. The Equal Employment Opportunity Commission is referred to hereinafter as the "EEOC."

6. 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."

7. "Retaliation" is any act that would be prohibited under Title VII's prohibitions against retaliation such as taking an adverse employment action against an employee because the employee has opposed any practice he or she reasonably believes violates Title VII, or has made a formal or informal complaint or charge, or testified, assisted, or participated in any manner in a formal or informal investigation, proceeding or hearing relating to a practice alleged to violate Title VII.

II. SPECIFIC RELIEF

8. Without admitting the allegations of the United States, and in settlement of the United States' claims for individual relief, as well as in settlement of the claims of Caraballo and Bonilla if each accepts the relief provided to her or him by this Decree, the PRPD agrees to do the following:

A. Jeanette Caraballo López

The PRPD shall offer to Caraballo:

(1) a total monetary award (inclusive of attorney's fees) of \$100,000;

(2) to expunge from Caraballo's personnel files, as well as from any other files maintained by the PRPD, any documents issued or dated between January 1, 2001 and June 1, 2005 (the period of time during which Captain Gregorio Cáceres and Lieutenant Osvaldo García supervised Caraballo in the División de Investigación de Vehículos Hurtados ("Division of Investigation of Stolen Vehicles" or "DIVH") for the Fajardo Area of the PRPD) that contain negative references about Caraballo's work performance; and

(3) to reinstate Caraballo into the position she previously held of "Agent-Investigator" in the Sección de Asuntos Confidenciales y Crimen Organizado ("Confidential Matters and Organized Crime Section" or "SACCO") of the DIVH for the Fajardo Area of the PRPD, at the salary, level of seniority, and with all the benefits and emoluments of that position to which she would be entitled had she remained in that position without interruption. The PRPD shall reinstate Caraballo into the "Agent-Investigator" position specified above, or – with Caraballo's consent – into an equivalent "Agent-Investigator" position in another division under the supervision of the Superintendente Auxiliar de Investigaciones Criminales ("Auxiliary

Superintendent for Criminal Investigations” or “SAIC”), no later than sixty (60) days after its receipt of her executed Individual Relief and Release of Claims form, in which Caraballo indicates that she accepts this relief.

B. Manuel Bonilla Carrasquillo

The PRPD shall offer to Bonilla:

(1) a total monetary award (inclusive of attorney’s fees) of \$25,000;

(2) to expunge from Bonilla’s personnel files, as well as from any other files maintained by the PRPD, any documents issued or dated between January 1, 2001 and June 1, 2005 (the period of time during which Captain Gregorio Cáceres and Lieutenant Osvaldo García supervised Bonilla in the DIVH for the Fajardo Area of the PRPD) that contain negative references about Bonilla’s work performance;

(3) to not provide negative employment references for Bonilla to any future prospective employer that inquires about his past employment in the PRPD, and not refer in any way to Bonilla’s filing of a complaint or charge of retaliation or to this lawsuit when communicating with prospective employers seeking a reference for Bonilla. If a reference is requested by a prospective employer, the PRPD will only confirm the length of Bonilla’s

employment, his past salary history, and the fact that he received ratings of satisfactory or above throughout his PRPD career; and

(4) to grant Bonilla the benefits and emoluments to which he would have been entitled had he remained in his previous position of “Agent-Investigator” in the SACCO of the Division of Investigation of Stolen Vehicles for the Fajardo Area of the PRPD without interruption until his retirement. The PRPD will review Bonilla’s retirement benefits package no

later than sixty (60) days after its receipt of Bonilla's executed Individual Relief and Release of Claims form, and report to Bonilla and the United States the results of its review.

9. Within fifteen (15) days after the date of entry of this Decree, the PRPD shall notify Caraballo and Bonilla of its terms by mailing to each of them, in care of her/his attorney, via certified mail, return receipt requested, a copy of the respective letters as set forth at Appendix A for Caraballo and Appendix B for Bonilla. Each letter shall inform the recipient that in order to receive the relief offered to her/him, she/he must return the executed Individual Relief and Release of Claims form, at Appendix C, to the PRPD within thirty (30) days of her/his receipt of the letter unless good cause, as determined exclusively by the United States, exists for his/her failure to do so. A copy of the Individual Relief and Release of Claims form and of this Decree shall be enclosed with each letter.

10. The PRPD shall pay the full amount of the monetary award specified for each individual, in care of her/his attorney, within thirty (30) days of its receipt of the executed Individual Relief and Release of Claims form from that individual.

11. The PRPD shall notify the United States as soon as payment to Caraballo and Bonilla 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. The PRPD shall report to the United States that it expunged all documents that contain negative references about Caraballo and Bonilla's work performance from their respective personnel files, and any other files maintained by the PRPD, as provided for in paragraphs 8(A)(2) and 8(B)(2) of this Decree, within sixty (60) days after its receipt of Caraballo's and Bonilla's respective executed Individual Relief and Release of Claims form.

Caraballo and Bonilla's personnel files, and any other files maintained by the PRPD, shall be available for inspection by the United States for a period of one (1) year after entry of this Decree.

III. GENERAL RELIEF

13. The PRPD shall not engage in any act or practice that has the purpose or effect of unlawfully discriminating against any employee of the PRPD in that employee's compensation, terms, conditions or privileges of employment because of such employee's sex.

14. The PRPD shall not retaliate against any person because that person has opposed allegedly discriminatory policies or practices; filed a complaint, either formal or informal, with the PRPD; filed a charge of discrimination with the EEOC; or participated in or cooperated with the initiation, investigation, litigation or administration of this case or this Decree.

IV. POLICIES AND PROCEDURES

15. Within sixty (60) days after the date of entry of this Decree, the PRPD shall implement policies and procedures that shall, at a minimum, include the following:

- A. A clear statement of the PRPD's commitment to equal employment opportunity and non-discrimination on the basis of sex or retaliation;
- B. An assurance that employees who make complaints of sex discrimination or provide information related to such complaints will be protected against retaliation;
- C. A clearly described complaint process that provides multiple and accessible avenues by which an employee may make a written or verbal complaint of sex discrimination or retaliation;

D. An assurance that the PRPD will protect the confidentiality of complaints of sex discrimination or retaliation to the fullest extent possible;

E. A process that provides a prompt, thorough, and impartial investigation of complaints of sex discrimination or retaliation; and

F. An assurance that the PRPD will take immediate and appropriate corrective action when it determines that sex discrimination or retaliation has occurred.

16. Within thirty (30) days after the date of entry of this Decree, the PRPD shall submit the policies and procedures described in paragraph 15 to the United States for review, comment and approval. The United States' approval will not be unreasonably withheld.

17. Within ten (10) days after the date on which the PRPD implements the policies and procedures described in paragraph 15, the PRPD shall distribute copies of such policies and procedures to all its employees in the Fajardo Area of the PRPD¹, and post such policies and procedures in all buildings and facilities used for posting general information to PRPD employees in the Fajardo Area of the PRPD.

18. The PRPD shall ensure that each new employee in the Fajardo Area of the PRPD receives a copy of the policies and procedures implemented pursuant to paragraph 15 at the time of the new employee's hire. Each new employee in the Fajardo Area of the PRPD shall sign an acknowledgment that he or she has read and understood such policies and procedures, and the signed acknowledgment shall be placed in each new employee's personnel file.

¹ This includes employees who work under the supervision of the Fajardo Area Superintendent, and employees who work under the supervision of San Juan-based commands or divisions but are assigned to the Fajardo Area.

V. TRAINING

19. No later than ninety (90) days after the date of entry of this Decree, all supervisors in the Fajardo Area² of the PRPD, including the Area Superintendent, shall be provided with training by the PRPD on the law of equal employment opportunity, including discrimination based on sex and retaliation, lasting at least three (3) hours. The training shall include an explanation of the PRPD's policies and procedures, as described in paragraph 15, regarding initiation and investigation of a complaint of discrimination 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.

20. All persons who attend the training described in paragraph 19 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 will keep on file all original signed and dated acknowledgments for the duration of this Decree.

VI. COMPLIANCE MONITORING

21. 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 shall also provide to the United States' counsel

² This includes supervisors who work under the supervision of the Fajardo Area Superintendent, and supervisors who work under the supervision of San Juan-based commands or divisions but are assigned to the Fajardo Area.

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.

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

23. Within thirty (30) days of receiving a formal or informal complaint³ of sex discrimination or 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.

24. Within fifteen (15) days after the PRPD completes the investigation of a complaint described in paragraph 23 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.

25. 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: (a) documents related to complaints of sex discrimination or retaliation (formal or informal) made by PRPD employees; and (b) documents related to the training required by this Decree.

³ The term "informal complaint" means a complaint of sex discrimination or retaliation from an employee with respect to which the PRPD initiates an administrative investigation without first assigning a case or matter number to it.

VII. NOTIFICATION OF THE PARTIES

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

if by U.S. mail:

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

or if by express delivery service to:

Chief
Employment Litigation Section
United States Department of Justice
Civil Rights Division
Employment Litigation Section
601 D Street, NW, Room 4040
Washington, DC 20004

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

Rosa Seguí-Cordero, Director
Oficina de Asuntos Legales
Policía de Puerto Rico
P.O. Box 70166
San Juan, PR 00936

and Minnella Rivera Mulero
Attorney
Oficina de Litigios Generales
Departamento de Justicia
P.O. Box 9020192
San Juan, PR 00902-0192

or if by express delivery service to:

Rosa Seguí Cordero, Director
Oficina de Asuntos Legales
Policía de Puerto Rico
101 Avenida F.D. Roosevelt
Cuartel General, Piso 9
San Juan, PR 00936

and Minnella Rivera Mulero
Attorney
Oficina de Litigios Generales
Departamento de Justicia
600 Calle Olimpo Esq. Axmayer
Parada 11
San Juan, PR 00902-0192


VIII. JURISDICTION OF THE COURT

28. The Court shall maintain jurisdiction of the matters covered by this Decree for a period of three (3) years from the date of entry of this Decree. This Decree shall expire without further order of this Court three (3) years from the date of its entry.

29. 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.

30. Failure by the United States to enforce this Decree or any provision thereof shall not be construed as a waiver of its right to do so.

APPROVED and ORDERED this 9TH day of FEB., 2009.


UNITED STATES DISTRICT JUDGE

AGREED AND CONSENTED TO:

On behalf of Plaintiff United States of America


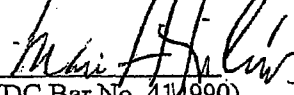


LORETTA KING
Acting Assistant Attorney General
Civil Rights Division



JOHN M. GADZICHOWSKI
(WI Bar No. 1014294)
Chief
Employment Litigation Section
Civil Rights Division

Dated: - 01/29/09 -

  Dated: January 27, 2009

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On behalf of Defendant Puerto Rico Police Department

ANTÓNIO M. SAGARDIA DE JESUS
Designated Secretary of Justice

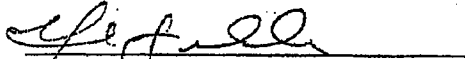
GRISEL M. SANTIAGO CALDERÓN
Acting Deputy Secretary In Charge of Litigation



RICARDO LUIGGA GUZMAN
USDC-PR No. 223406
Director Of Legal Affairs
Office of General Litigation, Unit VI

Dated: JAN 27 2009

ROSA SEGUÍ CORDERO
Director, Office of Legal Affairs
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Dated: JAN 27 2009