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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ARIZONA

The State of Arizona, et al.,
Plaintiffs,
-and-
Monica Kuhl,
Intervenor-Plaintiff,
v.
City of Cottonwood, et al.,
Defendants.

No. CV-11-1576-PHX-GMS
CONSENT DECREE ORDER

Pursuant to the parties' Stipulation for Entry of Consent Decree (Doc. 52),

IT IS ORDERED, ADJUDGED AND DECREED as follows:

BACKGROUND

1. Plaintiff State of Arizona ("State") and Plaintiff-Intervenor Monica Kuhl ("Kuhl") (collectively, "Plaintiffs") brought claims of sex-based discrimination and retaliation under the Arizona Civil Rights Act ("ACRA") and Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), against the City of Cottonwood ("City") and the Cottonwood Police Department ("CPD"), relating to CPD's use of a physical fitness test as a qualification for promotion within the Department. The claims were initially brought in the Maricopa County Superior Court, and subsequently removed to this Court.

1 9. For a period of three years from the date of this Decree, the City shall abide
2 by the terms of the July 20, 2012 injunction. During this period, the City shall provide
3 written notice to the Arizona Attorney General’s Office of any intention to validate a
4 fitness test for use as a condition of promotion within CPD.

5 10. Within 90 days from the date of this Decree, CPD shall promulgate a
6 General Order (“GO”) setting forth its non-discrimination, non-harassment and non-
7 retaliation policies, which shall include a complaint investigation procedure that does not
8 limit employees to reporting harassment, discrimination, or retaliation to an immediate
9 supervisor. All CPD employees shall be required to review and acknowledge the GO on
10 an annual basis for three years from the date of this Decree.

11 11. CPD shall provide anti-discrimination training to its employees as soon as
12 reasonably practicable following the entry of this Decree. The training shall be
13 conducted by an independent third party, and shall be at least 90 minutes in duration. A
14 visual recording of the training shall be made and shown to all new hires for three years
15 from the date of this Decree.

16 12. CPD will promote Kuhl to the next available sergeant’s position as soon as
17 practicable after the entry of this Decree. Notwithstanding the date of her promotion,
18 Kuhl’s annual salary will be adjusted to \$64,343.00 within 30 days of the date of this
19 Decree, which amount shall represent her beginning salary as a sergeant. Her “seniority
20 date” (which is used for the purposes of shift selection/priority only) will be February 19,
21 2007, and she will not be eligible for a merit increase until February 18, 2014 at the
22 earliest.

23 13. Within 30 days after the entry of this Consent Decree, the City will pay, or
24 cause its agent to pay to the Plaintiffs the following amounts:

25 A. To Kuhl, the sum of \$12,667.00 as back pay subject to all
26 applicable and customary payroll and tax withholdings; and a
27 separate payment of \$19,400.00, to be characterized as
28 compensatory damages not subject to withholdings. In addition, the

1 City will make any required employer's contribution to the Arizona
2 State Public Safety Retirement System on behalf of Kuhl on the
3 amount of back pay mentioned above.

4 B. To Kuhl's attorneys, Gordon and Gordon PLLC, \$11,000.00 as
5 reimbursement for attorneys' fees incurred in this matter.

6 C. To the Public Advocacy & Civil Rights Division of the Arizona
7 Attorney General's Office, \$12,600 as reimbursement for taxable
8 costs.

9 14. Except as provided in Paragraph 15 below, the Court will retain jurisdiction
10 over the Parties and the subject matter of this Decree for a period of three years from the
11 date hereof, after which time its jurisdiction shall terminate.

12 15. The CPD shall not adopt a policy, rule or order that authorizes the dismissal of
13 an officer for failure to pass a physical fitness test for five years from the date of this
14 Decree. The Court shall retain jurisdiction over the Parties for a period of five years for
15 the purpose of enforcing this provision only; for all other purposes, the Court's
16 jurisdiction terminates after a period of three years, in accordance with Paragraph 14
17 above.

18 16. Except for the obligations of the City that are expressly set forth in this
19 Decree, the City, its Police Department, and their past, present and future officers,
20 employees, agents, affiliates, officials, councilmembers, parents, successors and assigns
21 (collectively, the "released parties") are hereby forever released and discharged from any
22 and all civil liability to the State for the claims that have been alleged, or that could have
23 been alleged, in this lawsuit.

24 17. Except for the obligations of the City that are expressly set forth in this
25 Decree, Kuhl hereby irrevocably and unconditionally releases and discharges the City
26 and the other released parties from any and all claims, demands, liens, agreements,
27 covenants, actions, suits at law or equity, obligations, debts, damages, judgments,
28 liabilities, attorneys' fees, costs, and expenses of whatever kind, known or unknown,

1 suspected or unsuspected, which she had or has based on any matter or thing occurring
2 prior to the effective date of this Decree, including but not limited to claims which were
3 or could have been asserted in this lawsuit or claims that arise from or relate to her
4 employment with the City.

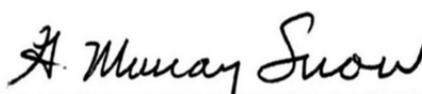
5 18. By the signatures of their counsel below, the Parties hereby request and
6 consent to the entry of this Decree.

7 19. This Decree will be binding on the Parties as well as their agents,
8 employees, successors, assigns and all persons in active concert or participation with any
9 of them.

10 20. In any action brought to assess or enforce the terms of this Decree, the
11 Court may award reasonable costs and attorneys' fees to the prevailing party.

12 21. Except as provided in Paragraph 13 of this Decree, the Parties will bear
13 their respective attorneys' fees and costs incurred in this action up to the date of its entry.

14 Dated this 13th day of February, 2013.

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18 G. Murray Snow
19 United States District Judge
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| <p>THOMAS C. HORNE Attorney General</p> <p>By <u><i>Ann Hobart</i></u></p> <p>Ann Hobart Jennifer Larson Assistant Attorneys General Attorneys for the ACRD</p> <p>Date <u><i>February 11, 2013</i></u></p> | <p>JACKSON LEWIS</p> <p>By <u><i>Stephen Coleman</i></u></p> <p>Richard S. Cohen Stephen B. Coleman Attorneys for the City of Cottonwood and the Cottonwood Police Department</p> <p>Date <u><i>February 11, 2013</i></u></p> |
| <p>GORDON & GORDON PLLC</p> <p>By <u><i>David P. Gordon</i></u></p> <p>David P. Gordon Attorneys for Monica Kuhl</p> <p>Date <u><i>February 11, 2013</i></u></p> | |