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9 Attorneys for Plaintiff

10  
11 IN THE SUPERIOR COURT OF THE STATE OF ARIZONA  
12 IN AND FOR THE COUNTY OF PIMA

13 THE STATE OF ARIZONA ex rel. TERRY  
14 GODDARD, the Attorney General, and THE  
15 CIVIL RIGHTS DIVISION OF THE ARIZONA  
DEPARTMENT OF LAW,

16  
17 Plaintiff,

18 and

19 MARISSA LECHUGA, individually,

20 Intervenor-Plaintiff,

21  
22 vs.

23 GOEL ENTERPRISES, INC., d/b/a AAA-1  
24 FLOORING,

25 Defendant.  
26

No. C20094472

**CONSENT JUDGMENT**

(Assigned to Honorable Ted B. Borek)

1 Plaintiff, the State of Arizona, through Attorney General Terry Goddard and the Civil  
2 Rights Division (collectively “the State”), filed this action against Defendant Goel Enterprises,  
3 Inc., an Arizona corporation d/b/a AAA-1 Flooring, for alleged employment discrimination  
4 based on sex toward its employee, Marissa Lechuga, in violation of the Arizona Civil Rights  
5 Act (“ACRA”), A.R.S. § 41-1461 *et seq.* Defendant represents that it has ceased operating  
6 AAA-1 Flooring and has sold its business assets to an unrelated third party. Defendant further  
7 represents that, due to the sale, Defendant has no ownership interest or involvement in  
8 operating or managing AAA-1 Flooring or any other business in the State of Arizona.

9 Defendant and the State desire to resolve the issues raised by the Complaint without the  
10 time, expense and uncertainty of further contested litigation. The parties expressly  
11 acknowledge that this Consent Judgment is the compromise of disputed claims, that Defendant  
12 denies liability, and that there has been no adjudication of any claim. Without admitting any  
13 liability for the claims made in the Complaint filed in this matter, Defendant agrees to be bound  
14 by this Consent Judgment and not to contest that it was validly entered into in any subsequent  
15 proceeding to implement or enforce its terms. The parties therefore have consented to the entry  
16 of this Consent Judgment, waiving trial, findings of fact, and conclusions of law.

17 It appearing to the Court that entry of this Consent Judgment will further the objectives  
18 of the ACRA, and that the Consent Judgment fully protects the parties and the public with  
19 respect to the matters within the scope of this Consent Judgment.

20 **NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED**  
21 **as follows:**

22 **JURISDICTION**

23 1. This Court has jurisdiction over the subject matter of this action and over the  
24 parties, and venue in Pima County is proper. The allegations of the Complaint, if proved, are  
25 sufficient to state a claim upon which relief could be granted against Defendant under the  
26 ACRA.

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**RESOLUTION OF THE COMPLAINT**

2. This Consent Judgment resolves all issues and claims set forth in the State’s Complaint filed in this case and issues and claims, whether known or unknown, that were required to be raised, or that could have been raised, under the Arizona Civil Rights Act with respect to the administrative employment discrimination charge that Marissa Lechuga filed with the Arizona Civil Rights Division against Goel Enterprises, Inc. d/b/a AAA-1 Flooring.

**NO RETALIATION**

3. Defendant Goel Enterprises, Inc. shall not retaliate against Marissa Lechuga or against any person in any way for that person’s opposition to a practice made unlawful by the Arizona Civil Rights Act or for their participation in the State’s administrative proceedings or litigation.

**TRAINING**

4. Should Defendant operate, manage or have an ownership interest in any business in the State of Arizona at any time within three (3) years from the date of entry of this Consent Judgment, Defendant’s management staff shall undergo a minimum of two (2) hours of training, from a qualified trainer pre-approved by the State, regarding equal employment opportunity under the Arizona and Federal Civil Rights Act with emphasis on sexual harassment issues, within ninety (90) days of the date Defendant commences operating, managing and/or having an ownership interest in any business in the State of Arizona. Within ten (10) days of completion of the training, Defendant shall report to the State in writing that the training has been completed. The report shall include: (a) the date of the training; (b) the duration of the training; (c) the name and title of the person(s) who conducted the training; and (d) a copy of the training outline or course content.

**POLICY CHANGES**

5. Should Defendant operate, manage or have an ownership interest in any business in the State of Arizona at any time within three (3) years from the date of entry of this Consent

1 Judgment, it shall: (a) enact, publish and adhere to policies that prohibit employment  
2 discrimination based upon race, national origin, color, disability, sex, religion, genetic testing  
3 and/or age, in accordance with the Arizona Civil Rights Act and federal employment laws, and  
4 that prohibit retaliation against any employee or applicant for employment for engaging in  
5 protected activity under the Arizona Civil Rights Act and federal employment laws, including  
6 opposing any practice which is unlawful under these laws or making a charge, testifying,  
7 assisting or participating in the administrative process of the Office of the Arizona Attorney  
8 General Civil Rights Division and/or the Equal Employment Opportunity Commission; (b)  
9 within ten (10) days of their first date of operation, management and/or ownership of such  
10 business(es), provide the State with copies of their policies prohibiting employment  
11 discrimination and retaliation for the State's approval; and (c) include in such policies: (i) a  
12 commitment to the anti-discrimination and anti-retaliation provisions; (ii) a process by which a  
13 person can internally complain of alleged discrimination and/or retaliation that does not require  
14 any complaint to be in writing, and does not require an employee or candidate for employment  
15 to report the alleged discrimination and/or retaliation to the person alleged to have  
16 discriminated and/or retaliated against the employee or candidate; (iii) the job title(s) of the  
17 employee(s) responsible for accepting complaints of discrimination and/or retaliation; and (iv)  
18 a statement that discrimination and/or retaliation in employment violates state and federal civil  
19 rights laws.

20 6. The State shall review Defendant's proposed policies to ensure that they comply  
21 with the Arizona Civil Rights Act and this Consent Decree. Within ninety (90) days after the  
22 State's approval of Defendant's policies, Defendant shall: (a) adopt and adhere to the policies;  
23 and (b) publish and distribute the policies to all of Defendant's employees, agents and  
24 independent contractors.

25 **MONETARY RELIEF FOR AGGRIEVED PARTY**

26 7. Defendant represents that it has entered into a separate settlement agreement

1 with Intervenor-Plaintiff Marissa Lechuga, as to which the State is not a party.

2 **MONITORING AND ENFORCING CIVIL RIGHTS LAW**

3 8. The State and Defendant shall bear their respective attorneys' fees and costs  
4 incurred in this action up to the date of entry of this Consent Judgment. In any action brought  
5 to assess or enforce Defendant's compliance with the terms of this Consent Judgment, the  
6 Court in its discretion may award reasonable attorneys' fees and costs to the prevailing party.

7 **CONTINUING JURISDICTION OF THE COURT**

8 9. The Court shall retain jurisdiction over both the subject matter of this Consent  
9 Judgment and the parties for a period of three (3) years from entry of the Consent Judgment to  
10 effectuate and enforce this Consent Judgment. The State may, for good cause shown, petition  
11 this Court for compliance with this Consent Judgment at any time that the Court maintains  
12 jurisdiction over this action. In the event that the Defendant fails to comply with the  
13 requirements of this Consent Judgment, the parties will engage in good faith efforts to resolve  
14 the delay. If, however, the good faith efforts to resolve the Defendant's alleged failure to  
15 comply are unsuccessful, the State may petition the Court to seek compliance with this Consent  
16 Judgment. For purposes of this paragraph, good faith efforts shall mean that the State shall  
17 notify the Defendant in writing of the alleged failure to comply with the specific requirements  
18 of the Consent Judgment. Defendant shall have fifteen (15) days to respond in writing and to  
19 reach agreement with the State to cure any alleged failure to comply with this Consent  
20 Judgment. If, however, the good faith efforts to resolve the alleged failure to comply are  
21 unsuccessful, the State may petition the Court to seek compliance with the Consent Judgment.  
22 Should the Court determine that Defendant has not complied with this Consent Judgment,  
23 appropriate relief, including but not limited to extension of this Consent Judgment for such  
24 period as may be necessary to remedy the non-compliance may be ordered. In the event the  
25 State does not petition for compliance with the Consent Judgment or the Court determines that  
26 Defendant is in compliance, this Consent Judgment shall expire by its own terms at the end of

1 three years from the date of entry of this Consent Judgment, without further action of the  
2 parties.

3 **MISCELLANEOUS PROVISIONS**

4 10. This Consent Judgment shall be governed in all respects whether as to validity,  
5 construction, capacity, performance or otherwise by the laws of the State of Arizona.

6 11. Defendant's obligations under this Consent Judgment shall be binding upon  
7 Defendant's assigns, successors, successors-in-interest, receivers, trustees in bankruptcy,  
8 personal representatives, and agents.

9 **NOTICE**

10 12. When this Consent Judgment requires the submission of documents to the State  
11 pursuant to sections 4, 5, 6, or 9, including policies, reports, notices or other materials, they  
12 shall be mailed to: Sandra R. Kane, Assistant Attorney General, Office of the Attorney  
13 General, 1275 W. Washington Street, Phoenix, Arizona 85007, or her successor(s). When this  
14 Consent Judgment requires submission of documents to Defendant pursuant to this Consent  
15 Judgment, they shall be mailed to: Don Averkamp, Esq., Law Offices of Averkamp &  
16 Bonilla, PLC, 6891 N. Oracle Rd., Suite 155, Tucson, Arizona 85704-4287, or his successor(s).

17 **MODIFICATION**

18 13. There shall be no modification of this Consent Judgment without the written  
19 consent of Defendant and the State and the further order of this Court. In the event of a  
20 material change of circumstances, the parties agree to make a good faith effort to resolve this  
21 matter. If the parties are unable to reach agreement, either party may ask the Court to make  
22 such modifications as are appropriate.

23 **EFFECTUATING DECREE**

24 14. The parties agree to the entry of this Consent Judgment upon final approval by  
25 the Court. The effective date of this Consent Judgment shall be the date that it is entered by the

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Court.

ENTERED AND ORDERED this 29 day of Sept, 2009.

Ted B. Borek

Honorable Ted B. Borek  
~~Maricopa~~ County Superior Court  
Pima

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**CONSENT TO JUDGMENT**

1. On behalf of Defendant Goel Enterprises, Inc., an Arizona corporation d/b/a AAA-1 Flooring ("Goel"), I acknowledge that I have read the foregoing Consent Judgment, and that Goel is aware of its right to a trial in this matter and has waived that right.

2. Goel agrees to the jurisdiction of the Court, and consents to entry of this Consent Judgment.

3. Goel states that no promise of any kind or nature whatsoever (other than the terms of this Consent Judgment) was made to induce it to enter into this Consent Judgment, that it has entered into this Consent Judgment voluntarily, and that this Consent Judgment constitutes the entire agreement between Defendant and the State.

4. I am the President of Goel, and, as such, have been authorized by Goel to enter into this Consent Judgment for and on behalf of Goel.

DATED this 16 day of September, 2009.

Goel Enterprises, Inc., an Arizona corporation  
d/b/a AAA-1 Flooring

By Yolanda Thomas  
Yolanda Thomas  
Its President

State of Arizona )  
                          ) SS.  
County of Pima )

SUBSCRIBED AND SWORN to before me this 16<sup>th</sup> day of September, 2009,  
by Yolanda Thomas.

Sherry L. Reisbeck  
Notary Public

My Commission Expires:  
9/14/13



1 APPROVED AS TO FORM AND SUBSTANCE

2  
3 TERRY GODDARD  
4 Attorney General

5 September 21, 2009  
6 Date

7 By Sandra R. Kane  
8 Michael M. Walker  
9 Sandra R. Kane  
10 Assistant Attorneys General  
11 Civil Rights Division  
12 1275 W. Washington Street  
13 Phoenix, Arizona 85007  
14 Attorneys for Plaintiff

11 AWERKAMP & BONILLA, PLC

12  
13 September 16, 2009  
14 Date

15 By Don Awerkamp  
16 Don Awerkamp  
17 6891 North Oracle Road, Suite 155  
18 Tucson, Arizona 85704-4287  
19 Attorneys for Defendants

20 COPY of the foregoing mailed this  
21 \_\_\_\_\_ day of \_\_\_\_\_, 2009, to:

22 Jenne S. Forbes, Esq.  
23 Amanda V. Damianakos, Esq.  
24 WATERFALL, ECONOMIDIS, CALDWELL,  
25 HANSHAW, AND VILLAMANA, P.C.  
26 5210 E. Williams Circle, 8<sup>th</sup> Floor  
Tucson, AZ 85711-4478  
Attorneys for Intervenor-Plaintiff Marissa Lechuga

By \_\_\_\_\_

#545879v2