

BEFORE THE COMMISSIONER
OF THE BUREAU OF LABOR AND INDUSTRIES
OF THE STATE OF OREGON

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

In the Matter of:

G4S SECURE SOLUTIONS (USA) INC.

Respondent.

Case No. 56-19

SETTLEMENT AGREEMENT

I. RECITALS:

1. On December 14, 2017, Patricia Martinez (“Complainant”) filed a written complaint (Case No. EEEMRC171214-71653) with the Civil Rights Division of the Oregon Bureau of Labor and Industries (“Division”). On or about December 11, 2018, the Division issued a Notice of Substantial Evidence Determination of an unlawful employment practice(s) under ORS 659A.030(1)(b) and sent a copy to Respondent.

2. On or about June 17, 2019, the Commissioner of the Bureau of Labor and Industries (“Commissioner” or the “Agency”) issued Formal Charges and Notices of Hearing against Respondent concerning Case No. 56-19. The Formal Charges alleged, among other things, that Respondent unlawfully discriminated against Complainant in that Respondent discriminated against her based on her sex, race and/or national origin in violation of ORS 659A.030(1)(b).

3. Respondent was duly served with the Formal Charges and Notice of Hearing along with information about the contested case process.

1 4. Respondent timely filed an Answer to the Formal Charges denying the
2 allegations and requested a Contested Case Hearing.

3 5. Pursuant to ORS 183.417(3), and Oregon Administrative Rule 839-050-0220, the
4 Agency and Respondent wish to compromise and settle this matter by the terms
5 contained in this Settlement Agreement.

6
7 **II. NOW, THEREFORE,** in consideration of the mutual covenants and agreements
8 contained herein, each of the parties hereto stipulates and agrees that:

9 1. Respondent waives any and all objections they may have as to the form,
10 manner or sufficiency of service and timeliness of the Formal Charges for Case No. 56-
11 19.

12 2. By signing this Settlement Agreement, Respondent waives its right to a
13 contested case hearing for the matters alleged in Hearings Case No. 56-19. This
14 Settlement Agreement, when fully executed, will be incorporated into a Final Order
15 Incorporating Informal Disposition ("Final Order") by an administrative law judge. The
16 terms and conditions of the agreement are binding on the agents and successors in
17 interest of the Respondent. The agreement may be enforced as set forth in ORS
18 659A.840 and ORS 659A.860.

19
20 3. Respondent and Complainant are contemporaneously executing a
21 separate settlement agreement and release of claims.

22 4. The Final Order is not subject to ORS 183.470 or judicial review. Within
23 sixty (60) days of the issuance of the Final Order, any adversely affected or aggrieved
24 party may petition the Agency to have the Final Order set aside on the ground that it
25 was obtained by fraud or duress, as provided by OAR 839-050-0220(9)(d).

1 5. The parties waive any and all jurisdictional, procedural, and evidentiary
2 objections and agree that none of them are aware of any fraud or duress herein to date.

3 6. Respondent agrees to pay Complainant \$110,000.00 in settlement of the
4 complaint, Civil Rights Division Case No. EEEMRC171214-71653, Hearings Case No.
5 56-19. Payment will be made by one wage check in the gross amount of \$2,000.00
6 made payable to Patricia Martinez, less deductions required by law, and one non-wage
7 check in the amount of \$108,000.00 made payable to Patricia Martinez. Both checks
8 shall be delivered no later than twenty-one (21) business days from the date this
9 settlement agreement is fully executed to Oregon Bureau of Labor and Industries, Attn:
10 Administrative Prosecution Unit, 800 NE Oregon St., Ste. 1045, Portland, Oregon
11 97232-2180. The above amount(s) are inclusive of any attorney fees and/or costs.

12 7. Time is of the essence with the payment described in paragraph II.6. If
13 Respondent fails to make the payment as provided in paragraph II.6, then the Agency
14 may immediately file the Final Order as a judgment against Respondent for the amount
15 provided in paragraph II.6, less any payments made, plus interest from the date the
16 judgment is filed and without necessity of a hearing. The Agency may also seek
17 collection fees and costs if Respondent fails to make the payment as provided in
18 paragraph II.6.
19
20

21 8. Respondent will continue to have a harassment and discrimination policy
22 in which employees can make reports regarding any employment issue(s) (including
23 race and/or sex discrimination). This policy includes a way for employees in Oregon to
24 make anonymous complaints, complaints in the language the employee speaks, and
25

1 includes a requirement for a timely response to such complaints on the part of the
2 employer.

3 9. Respondent will continue to require all employees in Oregon to complete
4 annual anti-race discrimination and anti-sex discrimination training which includes
5 training on how to make reports per the harassment and discrimination policy.

6 10. Respondent will continue to require all human resource and management
7 personnel who supervise employees based in Oregon to complete annual anti-race
8 discrimination and anti-sex discrimination training which includes training on making and
9 receiving reports per the harassment and discrimination policy.

10 11. Respondent will continue to review the harassment and discrimination
11 policy with all new employees in Oregon upon the start of their employment

12 12. In the event that the Commissioner or Agency intends to issue a media or
13 press statement regarding the allegations in the above-referenced Complaint and/or
14 Formal Charge or the terms of this Settlement Agreement, the Commissioner or Agency
15 will provide Respondent with a complete copy of the media or press statement
16 contemporaneous with its release by emailing a copy of the media or press statement to
17 Kelly Eisenlohr-Moul at Kelly.eisenlohr-moul@dinsmore.com.

18 13. The parties agree that this Agreed Settlement is not in any way an
19 admission of liability on the part of Respondent and Respondent expressly denies any
20 and all liability to Complainant.


21 14. Based upon Respondent's full compliance with this Settlement
22 Agreement, the Agency agrees to forego any further or additional action against
23 Respondent in this matter based on the violations alleged in Civil Rights Division Case
24 No. EEEMRC171214-71653, Hearings Case No. 56-19.

25

1 15. The Settlement Agreement may be executed in counterparts, each of
2 which shall be deemed an original, and all of which, taken together, shall constitute one
3 and the same instrument. In addition, the Settlement Agreement may be executed and
4 transmitted via email or fax, which transmission shall be as valid and enforceable as an
5 original.


6
7 By: /s/Cristin Casey Date: 11/6/20
8 Cristin Casey,
9 Acting Civil Rights Administrator
10 Bureau of Labor and Industries

11 By: _____ Date: _____
12 Patricia Martinez, Complainant

13
14
15 By:  _____ Date: 11/9/2020
16 EE80195678AE456...
17 G4S Secure Solutions (USA) INC.,
Respondent

18 APPROVED AS TO FORM AND CONTENT

19
20 By: /s/ Adam Jeffries Date: November 7, 2020
21 Adam Jeffries, Administrative Prosecutor
22 Bureau of Labor and Industries

23 
24 By: _____ Date: November 9, 2020
25 Liani Reeves, Bullard Law
Attorney for Respondent

1 15. The Settlement Agreement may be executed in counterparts, each of
2 which shall be deemed an original, and all of which, taken together, shall constitute one
3 and the same instrument. In addition, the Settlement Agreement may be executed and
4 transmitted via email or fax, which transmission shall be as valid and enforceable as an
5 original.

6
7 By: _____ Date: _____
8 Cristin Casey,
9 Acting Civil Rights Administrator
10 Bureau of Labor and Industries

11 By: Patricia S. Martinez Date: 10/29/20
12 Patricia Martinez, Complainant

13
14
15 By: _____ Date: _____
16 G4S Secure Solutions (USA) INC.,
17 Respondent

18 APPROVED AS TO FORM AND CONTENT

19
20 By: _____ Date: _____
21 Adam Jeffries, Administrative Prosecutor
22 Bureau of Labor and Industries

23
24 By: _____ Date: _____
25 Liani Reeves, Bullard Law
 Attorney for Respondent

BEFORE THE COMMISSIONER
OF THE BUREAU OF LABOR AND INDUSTRIES
OF THE STATE OF OREGON

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

In the Matter of:

G4S SECURE SOLUTIONS (USA) INC.

Respondent.

Case No. 62-19

SETTLEMENT AGREEMENT

I. RECITALS:

1. On January 5, 2018, Ricky Hernandez (“Complainant”) filed a written complaint (Case No. EEEMRC180105-70025) with the Civil Rights Division of the Oregon Bureau of Labor and Industries (“Division”). On or about January 3, 2019, the Division issued a Notice of Substantial Evidence Determination of an unlawful employment practice(s) under ORS 659A.030(1)(b), (f) and sent a copy to Respondent.

2. On or about June 17, 2019, the Commissioner of the Bureau of Labor and Industries (“Commissioner” or the “Agency”) issued Formal Charges and Notices of Hearing against Respondent concerning Case No. 62-19. The Formal Charges alleged, among other things, that Respondent unlawfully discriminated against Complainant in that Respondent discriminated against him based on his race and/or national origin in violation of ORS 659A.030(1)(b).

3. Respondent was duly served with the Formal Charges and Notice of Hearing along with information about the contested case process.

1 4. Respondent timely filed an Answer to the Formal Charges denying the
2 allegations and requested a Contested Case Hearing.

3 5. Pursuant to ORS 183.417(3), and Oregon Administrative Rule 839-050-0220, the
4 Agency and Respondent wish to compromise and settle this matter by the terms
5 contained in this Settlement Agreement.

6
7 **II. NOW, THEREFORE,** in consideration of the mutual covenants and agreements
8 contained herein, each of the parties hereto stipulates and agrees that:

9 1. Respondent waives any and all objections they may have as to the form,
10 manner or sufficiency of service and timeliness of the Formal Charges for Case No. 62-
11 19.

12 2. By signing this Settlement Agreement, Respondent waives its right to a
13 contested case hearing for the matters alleged in Hearings Case No. 62-19. This
14 Settlement Agreement, when fully executed, will be incorporated into a Final Order
15 Incorporating Informal Disposition ("Final Order") by an administrative law judge. The
16 terms and conditions of the agreement are binding on the agents and successors in
17 interest of the Respondent. The agreement may be enforced as set forth in ORS
18 659A.840 and ORS 659A.860.

19
20 3. Respondent and Complainant are contemporaneously executing a
21 separate settlement agreement and release of claims.

22 4. The Final Order is not subject to ORS 183.470 or judicial review. Within
23 sixty (60) days of the issuance of the Final Order, any adversely affected or aggrieved
24 party may petition the Agency to have the Final Order set aside on the ground that it
25 was obtained by fraud or duress, as provided by OAR 839-050-0220(9)(d).

1 5. The parties waive any and all jurisdictional, procedural, and evidentiary
2 objections and agree that none of them are aware of any fraud or duress herein to date.

3 6. Respondent agrees to pay Complainant \$80,000.00 in settlement of the
4 complaint, Civil Rights Division Case No. EEEMRC180105-70025, Hearings Case No.
5 62-19. Payment will be made by one non-wage check in the amount of \$80,000.00
6 made payable to Ricky Hernandez. The check shall be delivered no later than twenty-
7 one (21) business days from the date this settlement agreement is fully executed to
8 Oregon Bureau of Labor and Industries, Attn: Administrative Prosecution Unit, 800 NE
9 Oregon St., Ste. 1045, Portland, Oregon 97232-2180. The above amount is inclusive of
10 any attorney fees and/or costs.
11

12 7. Time is of the essence with the payment described in paragraph II.6. If
13 Respondent fails to make the payment as provided in paragraph II.6, then the Agency
14 may immediately file the Final Order as a judgment against Respondent for the amount
15 provided in paragraph II.6, less any payments made, plus interest from the date the
16 judgment is filed and without necessity of a hearing. The Agency may also seek
17 collection fees and costs if Respondent fails to make the payment as provided in
18 paragraph II.6.
19

20 8. Respondent will continue to have a harassment and discrimination policy
21 in which employees can make reports regarding any employment issue(s) (including
22 race and/or sex discrimination). This policy includes a way for employees in Oregon to
23 make anonymous complaints, complaints in the language the employee speaks, and
24 includes a requirement for a timely response to such complaints on the part of the
25 employer.

1 9. Respondent will continue to require all employees in Oregon to complete
2 annual anti-race discrimination and anti-sex discrimination training which includes
3 training on how to make reports per the harassment and discrimination policy.

4 10. Respondent will continue to require all human resource and management
5 personnel who supervise employees based in Oregon to complete annual anti-race
6 discrimination and anti-sex discrimination training which includes training on making and
7 receiving reports per the harassment and discrimination policy.

8 11. Respondent will continue to review the harassment and discrimination
9 policy with all new employees in Oregon upon the start of their employment

10 12. In the event that the Commissioner or Agency intends to issue a media or
11 press statement regarding the allegations in the above-referenced Complaint and/or
12 Formal Charge or the terms of this Settlement Agreement, the Commissioner or Agency
13 will provide Respondent with a complete copy of the media or press statement
14 contemporaneous with its release by emailing a copy of the media or press statement to
15 Kelly Eisenlohr-Moul at Kelly.eisenlohr-moul@dinsmore.com.


16 13. The parties agree that this Agreed Settlement is not in any way an
17 admission of liability on the part of Respondent and Respondent expressly denies any
18 and all liability to Complainant.

19 14. Based upon Respondent's full compliance with this Settlement
20 Agreement, the Agency agrees to forego any further or additional action against
21 Respondent in this matter based on the violations alleged in Civil Rights Division Case
22 No. EEEMRC180105-70025, Hearings Case No. 62-19.

23 15. The Settlement Agreement may be executed in counterparts, each of
24 which shall be deemed an original, and all of which, taken together, shall constitute one
25 and the same instrument. In addition, the Settlement Agreement may be executed and

1 transmitted via email or fax, which transmission shall be as valid and enforceable as an
2 original.

3
4 By: _____ Date: _____
5 Cristin Casey,
6 Acting Civil Rights Administrator
7 Bureau of Labor and Industries

8
9 By:  _____ Date: 11-5-20
10 Ricky Hernandez, Complainant

11
12
13 By: _____ Date: 11-5-20
14 G4S Secure Solutions (USA) INC.,
15 Respondent

16
17 APPROVED AS TO FORM AND CONTENT

18
19 By: _____ Date: _____
20 Adam Jeffries, Administrative Prosecutor
21 Bureau of Labor and Industries

22
23 By: _____ Date: _____
24 Liani Reeves, Bullard Law
25 Attorney for Respondent

BEFORE THE COMMISSIONER
OF THE BUREAU OF LABOR AND INDUSTRIES
OF THE STATE OF OREGON

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

In the Matter of:

G4S SECURE SOLUTIONS (USA) INC.

Respondent.

Case No. 64-19

SETTLEMENT AGREEMENT

I. RECITALS:

1. On January 22, 2018, Nancy Gonzalez Ortiz (“Complainant”) filed a written complaint (Case No. EEEMRC180122-70134) with the Civil Rights Division of the Oregon Bureau of Labor and Industries (“Division”). On or about January 22, 2019, the Division issued a Notice of Substantial Evidence Determination of an unlawful employment practice(s) under ORS 659A.030(1)(b), (f) and sent a copy to Respondent.
2. On or about June 17, 2019, the Commissioner of the Bureau of Labor and Industries (“Commissioner” or the “Agency”) issued Formal Charges and Notices of Hearing against Respondent concerning Case No. 64-19. The Formal Charges alleged, among other things, that Respondent unlawfully discriminated against Complainant in that Respondent discriminated against her based on her sex, race and/or national origin in violation of ORS 659A.030(1)(b).
3. Respondent was duly served with the Formal Charges and Notice of Hearing along with information about the contested case process.

1 4. Respondent timely filed an Answer to the Formal Charges denying the
2 allegations and requested a Contested Case Hearing.

3 5. Pursuant to ORS 183.417(3), and Oregon Administrative Rule 839-050-0220, the
4 Agency and Respondent wish to compromise and settle this matter by the terms
5 contained in this Settlement Agreement.

6
7 **II. NOW, THEREFORE,** in consideration of the mutual covenants and agreements
8 contained herein, each of the parties hereto stipulates and agrees that:

9 1. Respondent waives any and all objections they may have as to the form,
10 manner or sufficiency of service and timeliness of the Formal Charges for Case No. 64-
11 19.

12 2. By signing this Settlement Agreement, Respondent waives its right to a
13 contested case hearing for the matters alleged in Hearings Case No. 64-19. This
14 Settlement Agreement, when fully executed, will be incorporated into a Final Order
15 Incorporating Informal Disposition ("Final Order") by an administrative law judge. The
16 terms and conditions of the agreement are binding on the agents and successors in
17 interest of the Respondent. The agreement may be enforced as set forth in ORS
18 659A.840 and ORS 659A.860.

19
20 3. Respondent and Complainant are contemporaneously executing a
21 separate settlement agreement and release of claims.

22 4. The Final Order is not subject to ORS 183.470 or judicial review. Within
23 sixty (60) days of the issuance of the Final Order, any adversely affected or aggrieved
24 party may petition the Agency to have the Final Order set aside on the ground that it
25 was obtained by fraud or duress, as provided by OAR 839-050-0220(9)(d).

1 5. The parties waive any and all jurisdictional, procedural, and evidentiary
2 objections and agree that none of them are aware of any fraud or duress herein to date.

3 6. Respondent agrees to pay Complainant \$175,000.00 in settlement of the
4 complaint, Civil Rights Division Case No. EEEMRC180122-70134, Hearings Case No.
5 64-19. Payment will be made by one wage check in the gross amount of \$4,000.00
6 made payable to Nancy Gonzalez Ortiz, less deductions required by law, and one non-
7 wage check in the amount of \$171,000.00 made payable to Nancy Gonzalez Ortiz.
8 Both checks shall be delivered no later than twenty-one (21) business days from the
9 date this settlement agreement is fully executed to Oregon Bureau of Labor and
10 Industries, Attn: Administrative Prosecution Unit, 800 NE Oregon St., Ste. 1045,
11 Portland, Oregon 97232-2180. The above amount(s) are inclusive of any attorney fees
12 and/or costs.
13

14 7. Time is of the essence with the payment described in paragraph II.6. If
15 Respondent fails to make the payment as provided in paragraph II.6, then the Agency
16 may immediately file the Final Order as a judgment against Respondent for the amount
17 provided in paragraph II.6, less any payments made, plus interest from the date the
18 judgment is filed and without necessity of a hearing. The Agency may also seek
19 collection fees and costs if Respondent fails to make the payment as provided in
20 paragraph II.6.
21

22 8. Respondent will continue to have a harassment and discrimination policy
23 in which employees can make reports regarding any employment issue(s) (including
24 race and/or sex discrimination). This policy includes a way for employees in Oregon to
25 make anonymous complaints, complaints in the language the employee speaks, and

1 includes a requirement for a timely response to such complaints on the part of the
2 employer.

3 9. Respondent will continue to require all employees in Oregon to complete
4 annual anti-race discrimination and anti-sex discrimination training which includes
5 training on how to make reports per the harassment and discrimination policy.

6 10. Respondent will continue to require all human resource and management
7 personnel who supervise employees based in Oregon to complete annual anti-race
8 discrimination and anti-sex discrimination training which includes training on making and
9 receiving reports per the harassment and discrimination policy.

10 11. Respondent will continue to review the harassment and discrimination
11 policy with all new employees in Oregon upon the start of their employment

12 12. In the event that the Commissioner or Agency intends to issue a media or
13 press statement regarding the allegations in the above-referenced Complaint and/or
14 Formal Charge or the terms of this Settlement Agreement, the Commissioner or Agency
15 will provide Respondent with a complete copy of the media or press statement
16 contemporaneous with its release by emailing a copy of the media or press statement to
17 Kelly Eisenlohr-Moul at Kelly.eisenlohr-moul@dinsmore.com.

18 13. The parties agree that this Agreed Settlement is not in any way an
19 admission of liability on the part of Respondent and Respondent expressly denies any
20 and all liability to Complainant.

21 14. Based upon Respondent's full compliance with this Settlement
22 Agreement, the Agency agrees to forego any further or additional action against
23 Respondent in this matter based on the violations alleged in Civil Rights Division Case
24 No. EEEMRC180122-70134, Hearings Case No. 64-19.

25

1 15. The Settlement Agreement may be executed in counterparts, each of
2 which shall be deemed an original, and all of which, taken together, shall constitute one
3 and the same instrument. In addition, the Settlement Agreement may be executed and
4 transmitted via email or fax, which transmission shall be as valid and enforceable as an
5 original.

6
7
8 By: _____ Date: _____
9 Cristin Casey,
10 Acting Civil Rights Administrator
11 Bureau of Labor and Industries

12 By: Nancy Gonzalez Ortiz Date: 11/06/2020
13 Nancy Gonzalez Ortiz, Complainant

14
15 By: _____ Date: _____
16 G4S Secure Solutions (USA) INC.,
17 Respondent

18 APPROVED AS TO FORM AND CONTENT

19
20 By: _____ Date: _____
21 Adam Jeffries, Administrative Prosecutor
22 Bureau of Labor and Industries

23
24 By: _____ Date: _____
25 Liani Reeves, Bullard Law
Attorney for Respondent

BEFORE THE COMMISSIONER
OF THE BUREAU OF LABOR AND INDUSTRIES
OF THE STATE OF OREGON

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

In the Matter of:

G4S SECURE SOLUTIONS (USA) INC.

Respondent.

Case No. 65-19

SETTLEMENT AGREEMENT

I. RECITALS:

1. On January 29, 2018, Lizbeth Ortiz (“Complainant”) filed a written complaint (Case No. EEEMRC180129-70178) with the Civil Rights Division of the Oregon Bureau of Labor and Industries (“Division”). On or about January 28, 2019, the Division issued a Notice of Substantial Evidence Determination of an unlawful employment practice(s) under ORS 659A.030(1)(b), (f) and sent a copy to Respondent.

2. On or about June 17, 2019, the Commissioner of the Bureau of Labor and Industries (“Commissioner” or the “Agency”) issued Formal Charges and Notices of Hearing against Respondent concerning Case No. 65-19. The Formal Charges alleged, among other things, that Respondent unlawfully discriminated against Complainant in that Respondent discriminated against her based on her race and/or national origin in violation of ORS 659A.030(1)(b).

3. Respondent was duly served with the Formal Charges and Notice of Hearing along with information about the contested case process.

1 4. Respondent timely filed an Answer to the Formal Charges denying the
2 allegations and requested a Contested Case Hearing.

3 5. Pursuant to ORS 183.417(3), and Oregon Administrative Rule 839-050-0220, the
4 Agency and Respondent wish to compromise and settle this matter by the terms
5 contained in this Settlement Agreement.

6
7 **II. NOW, THEREFORE,** in consideration of the mutual covenants and agreements
8 contained herein, each of the parties hereto stipulates and agrees that:

9 1. Respondent waives any and all objections they may have as to the form,
10 manner or sufficiency of service and timeliness of the Formal Charges for Case No. 65-
11 19.

12 2. By signing this Settlement Agreement, Respondent waives its right to a
13 contested case hearing for the matters alleged in Hearings Case No. 65-19. This
14 Settlement Agreement, when fully executed, will be incorporated into a Final Order
15 Incorporating Informal Disposition ("Final Order") by an administrative law judge. The
16 terms and conditions of the agreement are binding on the agents and successors in
17 interest of the Respondent. The agreement may be enforced as set forth in ORS
18 659A.840 and ORS 659A.860.

19
20 3. Respondent and Complainant are contemporaneously executing a
21 separate settlement agreement and release of claims.

22 4. The Final Order is not subject to ORS 183.470 or judicial review. Within
23 sixty (60) days of the issuance of the Final Order, any adversely affected or aggrieved
24 party may petition the Agency to have the Final Order set aside on the ground that it
25 was obtained by fraud or duress, as provided by OAR 839-050-0220(9)(d).

1 5. The parties waive any and all jurisdictional, procedural, and evidentiary
2 objections and agree that none of them are aware of any fraud or duress herein to date.

3 6. Respondent agrees to pay Complainant \$80,000.00 in settlement of the
4 complaint, Civil Rights Division Case No. EEEMRC180129-70178, Hearings Case No.
5 65-19. Payment will be made by one non-wage check in the amount of \$80,000.00
6 made payable to Lizbeth Ortiz. The check shall be delivered no later than twenty-one
7 (21) business days from the date this settlement agreement is fully executed to Oregon
8 Bureau of Labor and Industries, Attn: Administrative Prosecution Unit, 800 NE Oregon
9 St., Ste. 1045, Portland, Oregon 97232-2180. The above amount is inclusive of any
10 attorney fees and/or costs.
11

12 7. Time is of the essence with the payment described in paragraph II.6. If
13 Respondent fails to make the payment as provided in paragraph II.6, then the Agency
14 may immediately file the Final Order as a judgment against Respondent for the amount
15 provided in paragraph II.6, less any payments made, plus interest from the date the
16 judgment is filed and without necessity of a hearing. The Agency may also seek
17 collection fees and costs if Respondent fails to make the payment as provided in
18 paragraph II.6.
19

20 8. Respondent will continue to have a harassment and discrimination policy
21 in which employees can make reports regarding any employment issue(s) (including
22 race and/or sex discrimination). This policy includes a way for employees in Oregon to
23 make anonymous complaints, complaints in the language the employee speaks, and
24 includes a requirement for a timely response to such complaints on the part of the
25 employer.

1 9. Respondent will continue to require all employees in Oregon to complete
2 annual anti-race discrimination and anti-sex discrimination training which includes
3 training on how to make reports per the harassment and discrimination policy.

4 10. Respondent will continue to require all human resource and management
5 personnel who supervise employees based in Oregon to complete annual anti-race
6 discrimination and anti-sex discrimination training which includes training on making and
7 receiving reports per the harassment and discrimination policy.

8 11. Respondent will continue to review the harassment and discrimination
9 policy with all new employees in Oregon upon the start of their employment

10 12. In the event that the Commissioner or Agency intends to issue a media or
11 press statement regarding the allegations in the above-referenced Complaint and/or
12 Formal Charge or the terms of this Settlement Agreement, the Commissioner or Agency
13 will provide Respondent with a complete copy of the media or press statement
14 contemporaneous with its release by emailing a copy of the media or press statement to
15 Kelly Eisenlohr-Moul at Kelly.eisenlohr-moul@dinsmore.com.

16 13. The parties agree that this Agreed Settlement is not in any way an
17 admission of liability on the part of Respondent and Respondent expressly denies any
18 and all liability to Complainant.

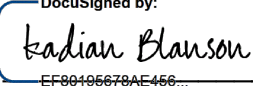
19 14. Based upon Respondent's full compliance with this Settlement
20 Agreement, the Agency agrees to forego any further or additional action against
21 Respondent in this matter based on the violations alleged in Civil Rights Division Case
22 No. EEEMRC180129-70178, Hearings Case No. 65-19.

23 15. The Settlement Agreement may be executed in counterparts, each of
24 which shall be deemed an original, and all of which, taken together, shall constitute one
25 and the same instrument. In addition, the Settlement Agreement may be executed and

1 transmitted via email or fax, which transmission shall be as valid and enforceable as an
2 original.

3
4 By: /s/Cristin Casey Date: 11/6/20
5 Cristin Casey,
6 Acting Civil Rights Administrator
7 Bureau of Labor and Industries

8
9 By: _____ Date: _____
10 Lizbeth Ortiz, Complainant

11
12
13 By:  Date: 11/9/2020
14 EF80496678AE466...
15 G4S Secure Solutions (USA) INC.,
16 Respondent


17 APPROVED AS TO FORM AND CONTENT

18
19
20 By: /s/ Adam Jeffries Date: November 7, 2020
21 Adam Jeffries, Administrative Prosecutor
22 Bureau of Labor and Industries

23
24 By:  Date: November 9, 2020
25 Liani Reeves, Bullard Law
Attorney for Respondent

1 transmitted via email or fax, which transmission shall be as valid and enforceable as an
2 original.

3
4 By: _____ Date: _____
5 Cristin Casey,
6 Acting Civil Rights Administrator
7 Bureau of Labor and Industries

8 By:  _____ Date: 11/4/2020
9 Lizbeth Ortiz, Complainant

10
11
12
13 By: _____ Date: _____
14 G4S Secure Solutions (USA) INC.,
15 Respondent

16
17 APPROVED AS TO FORM AND CONTENT

18
19
20 By: _____ Date: _____
21 Adam Jeffries, Administrative Prosecutor
22 Bureau of Labor and Industries

23
24 By: _____ Date: _____
25 Liani Reeves, Bullard Law
Attorney for Respondent

BEFORE THE COMMISSIONER
OF THE BUREAU OF LABOR AND INDUSTRIES
OF THE STATE OF OREGON

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

In the Matter of:

G4S SECURE SOLUTIONS (USA) INC.

Respondent.

Case No. 71-19

SETTLEMENT AGREEMENT

I. RECITALS:

1. On March 6, 2018, Maria Ortiz (“Complainant”) filed a written complaint (Case No. EEEMRC180306-70344) with the Civil Rights Division of the Oregon Bureau of Labor and Industries (“Division”). On or about March 1, 2019, the Division issued a Notice of Substantial Evidence Determination of an unlawful employment practice(s) under ORS 659A.030(1)(b), (f) and sent a copy to Respondent.

2. On or about June 17, 2019, the Commissioner of the Bureau of Labor and Industries (“Commissioner” or the “Agency”) issued Formal Charges and Notices of Hearing against Respondent concerning Case No. 71-19. The Formal Charges alleged, among other things, that Respondent unlawfully discriminated against Complainant in that Respondent discriminated against her based on her race and/or national origin in violation of ORS 659A.030(1)(b).

3. Respondent was duly served with the Formal Charges and Notice of Hearing along with information about the contested case process.

1 4. Respondent timely filed an Answer to the Formal Charges denying the
2 allegations and requested a Contested Case Hearing.

3 5. Pursuant to ORS 183.417(3), and Oregon Administrative Rule 839-050-0220, the
4 Agency and Respondent wish to compromise and settle this matter by the terms
5 contained in this Settlement Agreement.

6
7 **II. NOW, THEREFORE,** in consideration of the mutual covenants and agreements
8 contained herein, each of the parties hereto stipulates and agrees that:

9 1. Respondent waives any and all objections they may have as to the form,
10 manner or sufficiency of service and timeliness of the Formal Charges for Case No. 71-
11 19.

12 2. By signing this Settlement Agreement, Respondent waives its right to a
13 contested case hearing for the matters alleged in Hearings Case No. 71-19. This
14 Settlement Agreement, when fully executed, will be incorporated into a Final Order
15 Incorporating Informal Disposition ("Final Order") by an administrative law judge. The
16 terms and conditions of the agreement are binding on the agents and successors in
17 interest of the Respondent. The agreement may be enforced as set forth in ORS
18 659A.840 and ORS 659A.860.

19
20 3. Respondent and Complainant are contemporaneously executing a
21 separate settlement agreement and release of claims.

22 4. The Final Order is not subject to ORS 183.470 or judicial review. Within
23 sixty (60) days of the issuance of the Final Order, any adversely affected or aggrieved
24 party may petition the Agency to have the Final Order set aside on the ground that it
25 was obtained by fraud or duress, as provided by OAR 839-050-0220(9)(d).

1 5. The parties waive any and all jurisdictional, procedural, and evidentiary
2 objections and agree that none of them are aware of any fraud or duress herein to date.

3 6. Respondent agrees to pay Complainant \$150,000.00 in settlement of the
4 complaint, Civil Rights Division Case No. EEEMRC180306-70344, Hearings Case No.
5 71-19. Payment will be made by one non-wage check in the amount of \$150,000.00
6 made payable to Maria Ortiz. The check shall be delivered no later than twenty-one
7 (21) business days from the date this settlement agreement is fully executed to Oregon
8 Bureau of Labor and Industries, Attn: Administrative Prosecution Unit, 800 NE Oregon
9 St., Ste. 1045, Portland, Oregon 97232-2180. The above amount is inclusive of any
10 attorney fees and/or costs.
11

12 7. Time is of the essence with the payment described in paragraph II.6. If
13 Respondent fails to make the payment as provided in paragraph II.6, then the Agency
14 may immediately file the Final Order as a judgment against Respondent for the amount
15 provided in paragraph II.6, less any payments made, plus interest from the date the
16 judgment is filed and without necessity of a hearing. The Agency may also seek
17 collection fees and costs if Respondent fails to make the payment as provided in
18 paragraph II.6.
19

20 8. Respondent will continue to have a harassment and discrimination policy
21 in which employees can make reports regarding any employment issue(s) (including
22 race and/or sex discrimination). This policy includes a way for employees in Oregon to
23 make anonymous complaints, complaints in the language the employee speaks, and
24 includes a requirement for a timely response to such complaints on the part of the
25 employer.

1 9. Respondent will continue to require all employees in Oregon to complete
2 annual anti-race discrimination and anti-sex discrimination training which includes
3 training on how to make reports per the harassment and discrimination policy.

4 10. Respondent will continue to require all human resource and management
5 personnel who supervise employees based in Oregon to complete annual anti-race
6 discrimination and anti-sex discrimination training which includes training on making and
7 receiving reports per the harassment and discrimination policy.

8 11. Respondent will continue to review the harassment and discrimination
9 policy with all new employees in Oregon upon the start of their employment

10 12. In the event that the Commissioner or Agency intends to issue a media or
11 press statement regarding the allegations in the above-referenced Complaint and/or
12 Formal Charge or the terms of this Settlement Agreement, the Commissioner or Agency
13 will provide Respondent with a complete copy of the media or press statement
14 contemporaneous with its release by emailing a copy of the media or press statement to
15 Kelly Eisenlohr-Moul at Kelly.eisenlohr-moul@dinsmore.com.


16 13. The parties agree that this Agreed Settlement is not in any way an
17 admission of liability on the part of Respondent and Respondent expressly denies any
18 and all liability to Complainant.

19 14. Based upon Respondent's full compliance with this Settlement
20 Agreement, the Agency agrees to forego any further or additional action against
21 Respondent in this matter based on the violations alleged in Civil Rights Division Case
22 No. EEEMRC180306-70344, Hearings Case No. 71-19.

23 15. The Settlement Agreement may be executed in counterparts, each of
24 which shall be deemed an original, and all of which, taken together, shall constitute one
25 and the same instrument. In addition, the Settlement Agreement may be executed and

1 transmitted via email or fax, which transmission shall be as valid and enforceable as an
2 original.

3
4 By: /s/Cristin Casey Date: 11/6/20
5 Cristin Casey,
6 Acting Civil Rights Administrator
7 Bureau of Labor and Industries


8
9 By:  Date: 11/9/2020
10 ~~Maria Ortiz, Complainant~~
11

G4S Secure Solutions (USA) Inc., Respondent
--

12
13
14 By: _____ Date: _____
15 G4S Secure Solutions (USA) INC.,
16 Respondent

17 APPROVED AS TO FORM AND CONTENT

18
19 By: /s/ Adam Jeffries Date: November 8, 2020
20 Adam Jeffries, Administrative Prosecutor
21 Bureau of Labor and Industries

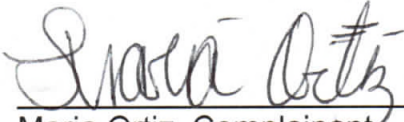
22
23 
24 By: _____ Date: November 9, 2020
25 Liani Reeves, Bullard Law
Attorney for Respondent

1 transmitted via email or fax, which transmission shall be as valid and enforceable as an
2 original.

3

4 By: _____ Date: _____
5 Cristin Casey,
6 Acting Civil Rights Administrator
7 Bureau of Labor and Industries

7

8
9 By:  _____ Date: 11/07/2020
10 Maria Ortiz, Complainant

11

12
13
14 By: _____ Date: _____
15 G4S Secure Solutions (USA) INC.,
16 Respondent

16

17 APPROVED AS TO FORM AND CONTENT

18

19
20 By: _____ Date: _____
21 Adam Jeffries, Administrative Prosecutor
22 Bureau of Labor and Industries

21

22

23
24 By: _____ Date: _____
25 Liani Reeves, Bullard Law
Attorney for Respondent

25