

UNITED STATES DISTRICT COURT
DISTRICT OF PUERTO RICO

<p>UNITED STATES OF AMERICA, Plaintiff, v. COMMONWEALTH OF PUERTO RICO AND POLICÍA DE PUERTO RICO, Defendants.</p>	<p>Civil Action No. 3:13-cv-1566 (FAB)</p>
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CONSENT DECREE

I. INTRODUCTION

1. This action was brought by the Plaintiff United States of America ("United States") against Defendants Commonwealth of Puerto Rico ("Commonwealth") and Policía de Puerto Rico ("Puerto Rico Police Department" or "PRPD") (collectively "Defendants") seeking enforcement of the provisions of Title VII of the Civil Rights Act of 1964, *as amended*, 42 U.S.C. Sec. 2000e, *et seq.* ("Title VII"). In its Complaint, the United States alleges that PRPD subjected Officer Yolanda Carrasquillo ("Carrasquillo") to a hostile work environment based on her race, color, and religion, and failed to remedy that hostile work environment, in violation of Title VII, 42 U.S.C. § 2000e-2(a)(1). The PRPD denies any liability or wrongdoing. This Court has jurisdiction under 42 U.S.C. § 2000e-5(f) and 28 U.S.C. §§ 1331 and 1345.

2. 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.

3. The parties, desiring to avoid protracted and unnecessary litigation, also accept this Consent Decree ("Decree") as final on the issues resolved, without conceding or denying liability, negligence or error by either party.

4. The parties recognize that Defendants have entered into an Agreement for the Sustainable Reform of the Puerto Rico Police Department ("Reform Agreement") in *United States v. Commonwealth of Puerto Rico et al.*, Case No. 3:12-cv-2039 (GAG). It is the intention of the parties that no provision in this Decree will conflict with, or be duplicative of, any of the obligations required of Defendants in the Reform Agreement, and any amendments thereto. In resolution of this action, the parties hereby AGREE and the Court expressly APPROVES, ENTERS and ORDERS the following:

II. PARTIES AND DEFINITIONS

5. The parties to this Decree are the United States and Defendants, their current, former and future agents, employees, officials, designees and successors in interest.

6. The term "supervisor" includes all employees, contractors, agents, and representatives of PRPD who manage, supervise, or have authority to affect, the hiring, firing, discipline, assignments, evaluation, or pay rates of PRPD's employees, and all persons who establish policies or procedures for PRPD.

7. The terms "policy" and "policies" include policies, regulations ("reglamentos"), orders, and procedures pertaining to all written policies referenced in the Action Plan for Equal Protection and Nondiscrimination submitted pursuant to Paragraphs 237 and 238 of the Reform Agreement ("Action Plan") to be issued by Defendants, and any other policies drafted pursuant to the Reform Agreement that concern the handling and investigation of complaints under Title VII. The policies are being revised and reviewed pursuant to the Reform Agreement.

8. The term "ELS" refers to the Employment Litigation Section of the Civil Rights Division of the United States Department of Justice, the office representing the United States in the above-captioned litigation to be resolved by this Consent Decree.

9. The term "SPL" refers to the Special Litigation Section of the Civil Rights Division of the United States Department of Justice, the office representing the United States in the Reform Agreement litigation. The term "complaint" means grievances (translated from the Spanish "querellas"), charges filed with the Equal Employment Opportunity Commission ("EEOC"), and oral or written complaints of any type relating to Title VII, but does not include complaints filed in court.

III. PURPOSES OF THIS DECREE

10. The purposes of this Decree are to ensure the PRPD's commitment that:

- a. No employee should be subject to discrimination or harassment (including discrimination and harassment based on race, color, and religion), in violation of Title VII;
- b. No employee should be subject to retaliation against any person because that person has engaged in protected activity, including opposing allegedly discriminatory policies or practices; filing a complaint, either verbal or written, with PRPD; filing a charge of discrimination with the Equal Employment Opportunity Commission; or participating in or cooperating with the initiation, investigation, litigation or administration of this case or this Decree;
- c. When supervisors learn of a hostile work environment and/or receive a complaint of discrimination, they take prompt action to ensure that the allegations are timely investigated and that appropriate remedial measures are taken so that an alleged victim

will not have to wait an unreasonable amount of time for PRPD to protect him or her from further discrimination; and

d. Defendants offer Carrasquillo appropriate make-whole remedial relief.

IV. GENERAL INJUNCTIVE RELIEF

11. Defendants, their employees, supervisors, agents and all individuals in active concert or participation with them, shall not discriminate against any person, and/or subject any person to a hostile work environment based on, race, color, and religion, in violation of Title VII.

12. Defendants, their employees, supervisors, agents and all individuals in active concert or participation with them, shall not retaliate against any person because that person has engaged in protected activity, including opposing allegedly discriminatory policies or practices; filing a complaint, either verbal or written, with PRPD; filing a charge of discrimination with the EEOC; or participating in or cooperating with the initiation, investigation, litigation or administration of this case or this Decree.

V. POLICIES

13. The United States acknowledges that pursuant to the Reform Agreement, the PRPD is undergoing a capacity building period of four years, which began on June 6, 2014, one year of which has already elapsed. As such, within the timeframe established pursuant to the Action Plans and the Reform Agreement, and any amendments thereto, PRPD shall:

a. Review, and to the extent necessary, revise their existing policies that prohibit discrimination and harassment (including discrimination and harassment based on race, color, or religion) and retaliation, as well as any other policies concerning the handling and investigation of Title VII claims; and

b. Present to ELS, via SPL, for ELS's review and consent, the new, revised, written

policies prohibiting discrimination, harassment, and retaliation that PRPD proposes it will maintain for at least the life of the Reform Agreement. To this end, Defendants shall provide their equal employment and anti-discrimination policies, as well as any other policies concerning the handling and investigation of Title VII claims, to ELS, via SPL, for review during the remaining three years of the capacity building period. The parties shall do this through the processes established pursuant to the Action Plans and Reform Agreement. The parties shall follow the review, approval, and implementation procedures outlined in the Reform Agreement, and any amendments thereto, within the timeframe established pursuant to the Action Plans and the Reform Agreement.

c. For this Section and Section VIII of this Decree, if no such agreement is reached then ELS, via SPL and/or Defendants may use the resolution of the objection or dispute resolution procedure set forth in the Reform Agreement, at Paragraph 229, 230, and any amendments thereto.

d. For the limited purpose of carrying out Sections V and VIII of this Decree, counsel for Defendants consents to communication between counsel for ELS, via SPL and (1) the representatives of Defendants involved in the Reform Agreement process and (2) the Technical Compliance Advisor for the Reform Agreement and his staff subject to the Reform Agreement, after the entry of judgment dismissing the instant case. Also for the limited purpose of carrying out Sections V and VIII of this Decree, Defendants agree not to oppose any entry of appearance by counsel for ELS, via SPL, in the Reform Agreement litigation, captioned *United States v. Commonwealth of Puerto Rico et al.*, Case No. 3:12-cv-2039 (GAG), for the purpose of resolving any disputes under this Decree through the Reform Agreement dispute resolution process. The undersigned

counsel and any other ELS attorneys may be cross-designated as SPL attorneys.

e. Final policies developed under this Paragraph and which are consistent with this Decree shall be implemented within the timeframe established pursuant to the court-approved Action Plans and the Reform Agreement, and any amendments thereto.

14. PRPD's policies on discrimination and harassment (including discrimination and harassment based on race, color, and religion), and retaliation shall include:

a. A description of the manner in which an employee of PRPD may make a complaint of discrimination, harassment, and/or retaliation, including the information for the office or division designated to receive such complaints, as provided for in Paragraph 20 below;

b. A clear statement that a complaint of discrimination, harassment, and/or retaliation may be written or oral;

c. How to file a charge of discrimination with the EEOC and the deadline for timely filing;

d. The identification and contact information of the office or division authorized to accept complaints against PRPD of discrimination, harassment, and/or retaliation;

e. A statement that the office or division designated to receive complaints of discrimination designated pursuant to Paragraph 20 below will promptly review and investigate all complaints of discrimination, harassment, and/or retaliation within the time-frame and procedure provided by paragraph 179 of the Reform Agreement;

f. A statement that PRPD will inform the complaining party of the results of an investigation into a complaint of discrimination, harassment, and/or retaliation, in writing, as soon as possible, and within the timeframe and procedure provided by

Paragraph 179 of the Reform Agreement, and any amendments thereto;

g. Procedures for appropriate discipline to correct promptly discrimination, harassment (including discrimination and harassment based on race, color, and religion), and retaliation;

h. Procedures for appropriate discipline to those managers, supervisors, and other individuals required to report and/or investigate allegations of discrimination, harassment (including discrimination and harassment based on race, color, and religion), and retaliation, where such individuals failed to report and/or investigate properly such allegations; and

i. A statement about PRPD's posting and distributing, pursuant to Paragraphs 15 and 16 below, its new, revised, or existing policies.

j. A statement that Defendants shall take prompt and effective action to prevent and correct discrimination, consistent with Title VII.

15. Within fifteen (15) days of the issuance of new or revised policies pursuant to the Action Plans and the Reform Agreement, PRPD shall distribute via e-mail to each current employee and supervisor a copy of the written policies prohibiting discrimination, harassment, and retaliation referred to above in Paragraph 14. The PRPD shall notify its employees via e-mail and shall post the new policies in the agency's web page. Also, the PRPD shall ensure that all future employees sign such an acknowledgement that he/she has reviewed a copy of the written policies and procedures within fifteen (15) days of hire.

16. PRPD shall post – in PRPD's buildings and administrative offices in prominent, conspicuous, centrally located places commonly used for posting notices (e.g., bulletin boards) there – the written policies prohibiting discrimination, harassment, and/or retaliation at PRPD

that PRPD will maintain for the life of this Decree. PRPD shall designate one supervisory employee who is responsible for taking reasonable action to ensure that these documents remain posted, that they are not defaced or altered in any fashion, and if they are defaced or altered in any fashion, that they are immediately replaced.

VI. INDIVIDUAL RELIEF

17. Without admitting the allegations contained in the Complaint, and in settlement of the United States' claims, Defendants shall offer to Carrasquillo a total monetary award (inclusive of costs and attorney's fees, if any), of \$60,000.

a. The above-mentioned amount shall cover all claims, whether raised in the complaint and/or in any way related to the facts alleged therein, as well as costs, including attorney's fees. Said amount will not accrue any interest.

b. Within fifteen (15) days after the date of entry of this Decree, Defendants shall notify Carrasquillo of its terms by mailing to her, via certified mail a copy of the Notice Letter set forth at Appendix A. ^{*in both English and Spanish.*} The Notice Letter shall inform Carrasquillo that in order to receive the relief offered to her, she must do the following:

- (i) return the executed Individual Relief and Release of Claims Form, at Appendix B;
- (ii) return the official certifications as required by Article 28(i) of Act 66 of June 17, 2014, consisting of the official certifications issued by the Commonwealth's Treasury Department, the Administración para el Sustento de Menores (ASUME) and the Centro de Recaudación de Ingresos Municipales (CRIM), showing the status of any outstanding debts

she may have or not have;

- (iii) return the items listed in (i) and (ii) above to Defendants within thirty (30) days of receipt of the Notice Letter unless good cause, as determined exclusively by the United States, exists for her failure to do so; and
- (iv) update Defendants regarding any changes to her address.

A copy of the Individual Relief and Release of Claims Form and of this Decree shall be enclosed with the Notice Letter *in both English and Spanish.*

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c. Defendants agree to the following payment plan upon the terms provided by the Puerto Rico Act 66 of June 17, 2014 and any other applicable federal or state law:

- (i) Defendants shall pay a first installment payment of \$25,000 to Carrasquillo via certified or bank check sent by certified mail as soon as possible, and prior to June 30, 2016, following their receipt of her executed Individual Relief and Release of Claims Form and certifications required by Article 28(i) of Puerto Rico Act 66 of June 17, 2014.
- (ii) Defendants shall pay a second installment payment of \$25,000 to Carrasquillo via certified or bank check sent by certified mail as soon as possible, and prior to June 30, 2017.
- (iii) Defendants shall pay a third and final payment of \$10,000 to Carrasquillo via certified or bank check sent by certified mail as soon as possible, and prior to June 30, 2018.
- (iv) Defendants will notify the United States as soon as each payment to Carrasquillo has been made. Defendants shall promptly forward to the United States copies of the cancelled checks or other appropriate

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documentation indicating that such payment has been received.

- (v) The parties agree that the Court will retain jurisdiction to enforce this Decree after the filing of a Voluntary Dismissal and Entry of Judgment.

18. Also within sixty (60) days of Defendants' receipt of the executed Individual Relief and Release of Claims Form, PRPD shall credit Carrasquillo with 30 days of annual leave. Defendants shall notify the United States as soon as this credit has been made and shall promptly forward to the United States appropriate documentation showing the leave has been credited.

19. In addition, Defendants shall expunge from Carrasquillo's personnel files, as well as from any other files maintained by Defendants, any documents issued or dated between August 2007 and December 2010 that reference any disciplinary history relevant to the underlying facts of this lawsuit, including references to any transfer that resulted from Carrasquillo's protected activity and/or interaction with Sandra Albino.

VII. PROCEDURES FOR ACCEPTANCE AND INVESTIGATION OF COMPLAINTS OF DISCRIMINATION, HARASSMENT, AND RETALIATION

20. Pursuant to current policies prohibiting discrimination at the PRPD, the agency has designated the Deputy Superintendent of Professional Responsibility (known in Spanish as the "*Superintendente Auxiliar de Responsabilidad Profesional*") as the official who is authorized to receive and investigate complaints of discrimination and harassment (including discrimination and harassment based on race, color, and religion), and retaliation, by employees, both directly from the employees themselves and via the employees' supervisors or other officials, as provided by PRPD's policies prohibiting discrimination, harassment, and retaliation. The Deputy Superintendent of Professional Responsibility maintains a neutral role and is obligated to remain free of conflicts of interest. The Deputy Superintendent or his or her designee shall investigate the complaint and notify the complainant of the results of the investigation within the timeframe

and procedure provided by Paragraph 179 of the Reform Agreement, and any amendments thereto. The Superintendence of Professional Responsibility shall keep written records of all such complaints, including records of their investigations, and their responses thereto.

21. As an interim measure pending the creation of new policies and training through the Reform Agreement, within forty-five (45) days of the execution of this agreement, PRPD shall issue a reminder in writing to all employees and supervisors of PRPD of: (1) the Deputy Superintendent of Professional Responsibility's duties and responsibilities regarding the investigation of complaints of discrimination and harassment (including discrimination and harassment based on race, color, and religion), and retaliation; (2) the information contained in Paragraph 10(a-c) of this Decree in a form agreed to by the parties; (3) information concerning an employee's rights under Title VII such as the information available on the Equal Employment Opportunity Commission's website at:

http://www.eeoc.gov/spanish/abouteeo/overview_practices.html and

http://www.eeoc.gov/spanish/charge/overview_charge_filing.html

VIII. TRAINING

22. No later than the time-frame established pursuant to the Action Plans and the Reform Agreement for the policies, and any amendments thereto, all PRPD's employees and supervisors shall be provided with training regarding their rights and responsibilities under Title VII and PRPD's anti-discrimination policies, respectively, in accordance with Paragraph 117 of the Reform Agreement. The training shall include what Title VII prohibits, and what PRPD's policies prohibit, regarding discrimination and harassment (including discrimination and harassment based on race, color, and religion), and retaliation; how to report alleged discrimination, harassment and/or retaliation; how PRPD will address those complaints;

discipline for supervisors who fail to take prompt and corrective action to address discrimination, harassment, or retaliation that they have knowledge of or receive a complaint concerning; how to file a charge with the EEOC and the time requirements for filing; and how employees can access Defendants' policies and procedures about discrimination, harassment, and retaliation. The contact information of the Deputy Superintendent of Professional Responsibility shall be distributed in writing to employees and supervisors of PRPD at the training sessions. PRPD shall select a qualified individual or group of individuals to develop the training outlined in this paragraph. The United States will have, in a manner consistent to Paragraph 229 of the Reform Agreement and any amendments thereto, the opportunity to review and approve any proposed training program prior to its administration, including as to the individual who will develop the training, its content, duration, and form.

23. Defendants shall ensure that all supervisors and employees who take the training described in Paragraph 22 shall provide a certification of completion for that training. PRPD shall provide the United States with copies of these certifications within thirty (30) days of their receipt by PRPD. PRPD shall maintain a file of all original executed certifications for the duration of this Decree.

24. Training developed pursuant to the Reform Agreement and/or the Consent Decree in *United States v. Policía de Puerto Rico*, Case No. 3:10-cv-2157 (JPG) may satisfy the training required by this Decree, provided that such training meets the specific requirements set forth in Paragraph 22 above.

25. Pursuant to the Reform Agreement, and any amendments thereto, all PRPD supervisors and employees must be trained on their rights and responsibilities under Title VII and PRPD's anti-discrimination policies in accordance with the applicable Action Plans.

26. Within ninety (90) days of becoming a supervisor at PRPD, a person must receive training about his or her responsibilities under Title VII and PRPD's anti-discrimination policies.

IX. COMPLIANCE MONITORING

27. The United States may review compliance with this Decree at any time. PRPD shall, upon request, provide copies of any documents relevant to PRPD's compliance with this Decree to the United States.

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

29. The PRPD shall, for the duration of this consent decree:

- a. On a monthly basis, inform the United States of the complaints received of discrimination or harassment based on race, color, or religion, or related retaliation, from an employee; and
- b. Provide the United States with copies of the complaints described in subsection 29(a) received and a list of completed investigations and the results of the investigations upon the United States' request. The United States agrees not to make such a request more than once every six months.

30. 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 documents related to formal or informal complaints of harassment or retaliation made by PRPD employees.

X. NOTIFICATION OF THE PARTIES

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

Chief
United States Department of Justice
Civil Rights Division
Employment Litigation Section
950 Pennsylvania Avenue, NW
PHB - Room 4040
Washington, DC 20530

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

Director(a)
Oficina de Asuntos Legales
Policía de Puerto Rico
P.O. Box 71200
San Juan, PR 00936

XI. JURISDICTION OF THE COURT

33. The Court shall maintain jurisdiction of the matters covered by this Decree for a time 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 unless either party moves for good cause to have the Decree extended by up to two years.

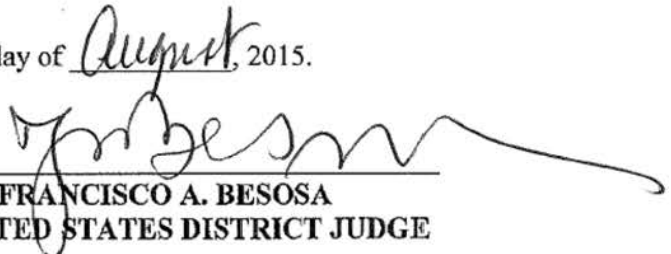
34. If a dispute arises concerning compliance with this Decree, the parties shall engage in good faith efforts to resolve the issue before seeking action by the Court. If the parties are unable expeditiously to resolve the issue, any party may move the Court for resolution, provided that written notice is first provided to the other party at least fourteen (14) days in advance of any intended filing with the Court.

XII. SEVERABILITY

35. This agreement constitutes and contains the entire agreement and understanding between the parties. Should any provision of this document be declared null and void by any court with jurisdiction, the rest of this document shall remain binding and in full force and effect. This

Consent Decree shall not constitute evidence in any proceeding, admission or adjudication with respect to any fact or conclusion of law in connection with any matter alleged in, or arising out of, the complaint, nor shall constitute an admission of any wrongdoing, misconduct or liability on the part of the defendants. This agreement is also made taking into consideration Rule 408 of the Federal Rules of Evidence.

APPROVED and ORDERED this 4th day of August, 2015.

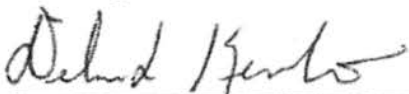


FRANCISCO A. BESOSA
UNITED STATES DISTRICT JUDGE

AGREED AND CONSENTED TO:

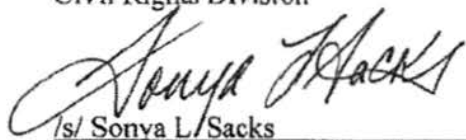
On behalf of Plaintiff United States of America

VANITA GUPTA
Principal Deputy Assistant Attorney General
Civil Rights Division



DELORA L. KENNEBREW
Chief
(GA Bar No. 414320)
Employment Litigation Section
Civil Rights Division

Dated: August 3, 2015

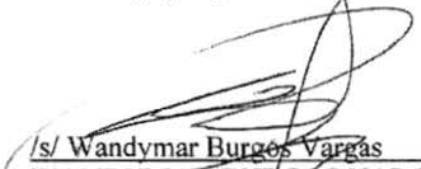


/s/ Sonya L. Sacks


SHARYN TEJANI
Deputy Chief
SONYA L. SACKS
Senior Trial Attorney
(VA Bar No. 30167)
(USDC-PR No. G01714)
KAREN P. RUCKERT
Trial Attorney
(KS Bar No. 20384)
(USDC-PR No. G01806)
United States Department of Justice
Civil Rights Division
Employment Litigation Section - PHB Room 4024
950 Pennsylvania Avenue, NW
Washington, DC 20530
Telephone: 202-305-7781
Facsimile: 202-514-1005

Dated: August 3, 2015

On behalf of Defendants Commonwealth of Puerto Rico and Puerto Rico Police Department


/s/ Wandymar Burgos Vargas
WANDYMAR BURGOS VARGAS, Esq.
Commonwealth of Puerto Rico
and Puerto Rico Police Department Representative
Director of the Federal Litigation Division
(USDC-PR No. 223502)

Dated: July 31, 2015


/s/ Yadhira Ramirez Toro
YADHIRA RAMIREZ TORO, Esq.
Commonwealth of Puerto Rico
and Puerto Rico Police Department Representative
Federal Litigation & Bankruptcy Division
(USDC-PR No. 217208)
Puerto Rico Department of Justice
P.O. Box 9020192
San Juan, Puerto Rico 00902-0192
Telephone: 787-721-5636
Facsimile: 787-723-9188

Dated: July 31, 2015

APPENDIX A

NOTICE LETTER

VIA CERTIFIED MAIL

[Date]

Yolanda Carrasquillo



Re: United States of America v. Commonwealth of Puerto Rico et al., Civ. No. 3:13-cv-01566 (FAB)

Dear Ms. Carrasquillo:

A Consent Decree has been entered settling a complaint of retaliation filed by the United States against the Commonwealth of Puerto Rico and the Puerto Rico Police Department ("PRPD") (collectively, "Defendants"). A copy of the Consent Decree, which was entered and approved by the Court on _____, is enclosed.

Under the terms of the Consent Decree entered in the case of *United States of America v. Commonwealth of Puerto Rico et al.*, Civil Action No. 3:13-cv-01566 (FAB), you are being offered the following: (1) a monetary award of \$60,000.00, which represents compensatory damages pursuant to a payment plan that would award you \$25,000 no later than June 30, 2016; an additional \$25,000 no later than June 30, 2017; and a final payment of \$10,000 no later than June 30, 2018; (2) a credit of thirty (30) days of leave; and (3) removal of any disciplinary history that was the result of your protected activity.

In order to receive the relief that is offered to you pursuant to the Consent Decree, you must complete and return the enclosed Individual Relief and Release of Claims Form ("Release"). The Release must be signed before a Notary Public and returned to the undersigned. If you do not return the Release within thirty (30) days from your receipt of this letter, you will forfeit your rights to any relief under the Consent Decree, unless you are able to show good cause as determined by the United States, for your failure to do so. Payment to you of the monetary award will be made to you via certified or bank checks, sent by certified mail, in accordance with the above-referenced payment plan, upon the terms provided by Puerto Rico Act 66 of June 17, 2014 and any other applicable federal or state law. Prior to effectuating payment of the monetary award, you will be required to submit to the PRPD, through its counsel, the official certifications as required by Article 28(i) of Act 66 of June 17, 2014, consisting of the official certifications issued by the Commonwealth's Treasury Department, the Administración para el Sustento de Menores (ASUME) and the Centro de Recaudación de Ingresos Municipales (CRIM), showing the status of any outstanding debts you may have or not

have. You must also agree to update me in writing of any changes to your address.

If you decline the relief offered by Defendants, Defendants nevertheless will have satisfied their obligation to the United States pursuant to the Consent Decree, and the United States will not seek additional relief on your behalf.

If you have any questions concerning the Consent Decree or the Defendants' offer to you, you may contact Sonya Sacks or Karen Ruckert, attorneys for the United States Department of Justice, at (202) 305-7781 or (202) 616-9138.

Sincerely,

Aida E. De La Rosa Abreu, Director
Oficina de Asuntos Legales
Policía de Puerto Rico
P.O. Box 71200
San Juan, Puerto Rico 00936

Enclosures

APPENDIX B

INDIVIDUAL RELIEF AND RELEASE OF CLAIMS FORM

IF YOU ARE ACCEPTING THE INDIVIDUAL RELIEF, OR ANY PART OF THAT RELIEF, OFFERED TO YOU, YOU MUST COMPLETE THE REST OF THIS FORM, AND HAVE IT NOTARIZED AND POST-MARKED BY _____ [DATE].

A pre-addressed envelope is enclosed which you may use to return this form. You must return this form to the address on the envelope within thirty (30) days of your receipt of this letter unless you show good cause for not meeting this deadline. If you have any questions about how to complete this form, you may contact Sonya Sacks or Karen Ruckert at the United States Department of Justice at (202) 305-7781 or (202) 616-9138.

RELEASE OF CLAIMS

For and in consideration of the acceptance of all or any part of the relief offered to me by the Commonwealth of Puerto Rico and Policía de Puerto Rico (collectively, "Defendants"), pursuant to the provisions of the Consent Decree entered by the Honorable Francisco A. Besosa, United States District Judge, on _____ [date] in United States of America v. Commonwealth of Puerto Rico et al., Civil Action No. 3:13-cv-1566 (FAB), I forever release and discharge the Defendants, and all of their current, former and future agents, employees, officials, designees, predecessors and successors in interest, from all legal and equitable claims regarding this case and the matters in EEOC Charge No. 515-2010-00327.

In addition, I agree to the following:

- a. The Puerto Rico Department of Treasury may retain a portion of the settlement amount in compliance with local tax law, to the extent the settlement amount may be subject to income tax, withholdings or any other kind of tax obligation.
- b. The settlement amount shall encompass the full and total settlement of all claims and allegations asserted by ~~me~~ and of all events directly or indirectly related. This settlement shall also include the dismissal with prejudice of any state claims of myself, my successors and/or assignees may have and/or may have had against the defendants arising from the facts or related facts asserted by the in the instant case.
- c. I certify that I have not filed any other complaint or claim in another forum in relation to that facts alleged in the Complaint other than with the EEOC (Charge No. 515-2010-00327).
- d. I certify that I am not aware of any third party that may have a claim of any nature against the Commonwealth of Puerto Rico, its agencies, affiliates, subsidiaries, officials, employees, agents or representatives in connection with the facts alleged in the above captioned Complaint.
- e. I, my successors, and/or assignees hereby waive my right to prosecute and/or sue in any

federal and/or state court, or any other form of whatever nature, against the PRPD, unknown defendants, unidentified defendants and any other persons, for all and any claims arising out of the complaint and/or in any way related to the facts alleged therein. The reference to plaintiff's release of all claims against the PRPD in this document shall not be understood to constitute a waiver of the Commonwealth's sovereign immunity or as a waiver under the Eleventh Amendment to the United States Constitution.

f. I accept and acknowledge that prior to issuance of the monetary award, I shall submit to the PRPD through its Counsel, the documentary evidence required by Article 28(i) of Act 66 of June 17, 2014, consisting in official certifications issued by the Commonwealth's Treasury Department, the Administración para el Sustento de Menores (ASUME) and the Centro de Recaudación de Ingresos Municipales (CRIM), showing the status of any outstanding debts I may have or not have.

g. I accept and agree to the following payment plan upon the terms provided by the Puerto Rico Act 66 of June 17, 2014 and any other applicable federal or state law:

- (i) Defendants shall pay a first installment payment of \$25,000 to me as soon as possible, and prior to June 30, 2016, following their receipt of her executed Individual Relief and Release of Claims Form and documentary evidence (i.e. official certifications) required by Article 28(i) of Puerto Rico Act 66 of June 17, 2014.
- (ii) Defendants shall pay a second installment payment of \$25,000 to me as soon as possible, and prior to June 30, 2017.
- (iii) Defendants shall pay a third and final payment of \$10,000 to me as soon as possible, and prior to June 30, 2018.
- (iv) I understand that Defendants shall pay the monetary award to me via certified or bank checks, sent by certified mail, in accordance with the above-referenced payment plan.

h. I will update Defendants of any changes to my address by writing to:

Aida De La Rosa, Director
Oficina de Asuntos Legales
Policía de Puerto Rico
P.O. Box 71200 San Juan, Puerto Rico 00936

I understand that the relief to be given to me, including the payment to me of any monetary amount, does not constitute an admission by Defendants of the validity of any claim raised by me or on my behalf, nor does it constitute a finding of any wrongdoing or violation of any applicable federal law or regulation.

I certify that I have not filed any other complaint or claim in another forum in relation to that facts alleged in the Complaint, and I am not aware of any third party that may have a claim of any nature against the Commonwealth of Puerto Rico, its agencies, affiliates, subsidiaries, officials, employees, agents or representatives in connection with the facts alleged in the Complaint against the PRPD and in EEOC Charge No. 515-2010-00327.

This settlement shall cover all claims, whether raised in the complaint and EEOC Charge and/or in any way related to the facts alleged therein, as well as costs, including attorney's fees. The settlement amount will not accrue any interest.

This release constitutes the entire agreement between Defendants and myself, without exception or exclusion.

I acknowledge that a copy of the Consent Decree in this action has been made available to me for my review.

I HAVE READ THIS RELEASE AND UNDERSTAND THE CONTENTS THEREOF, AND I EXECUTE THIS RELEASE OF MY OWN FREE ACT AND DEED.

Signed this ____ day of _____, 2015.

Yolanda Carrasquillo Garcia

Subscribed and sworn to before me this
____ day of _____, 2015.

Notary Public