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## EEOC v. Walker Wood Products

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## EEOC v. Walker Wood Products

### **Keywords**

EEOC, Walker Wood Products, 05 CV 1880-WQH (LSP), 06 CV 2335-BEN (NLS), Consent Decree, Retaliation, Sex, Female, Retail, Employment Law, Title VII

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16  
17  
18 **UNITED STATES DISTRICT COURT**  
19 **SOUTHERN DISTRICT OF CALIFORNIA**

20  
21 U.S. EQUAL EMPLOYMENT ) CASE NOS. '05 CV 1880 – WQH (LSP)  
OPPORTUNITY COMMISSION, ) 06 CV 2335-BEN (NLS)  
22 )  
23 Plaintiff, ) **CONSENT DECREE**  
-vs- )  
24 )  
25 WALKER WOOD PRODUCTS, )  
26 Defendant. )  
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I.

**INTRODUCTION**

Plaintiff U.S. Equal Employment Opportunity Commission (the “EEOC” or “Commission”) and Defendant Walker Wood Products, Inc. (hereinafter “Defendant” or “Walker Wood”) (at times, collectively, the “Parties” or individually, a “Party”) hereby stipulate and agree to entry of this Consent Decree to resolve two cases filed by the Commission under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (“Title VII”): (1) Case No. 05-CV 1880 WQH (LSP) alleging that Charging Party Amalia Venegas, and other similarly situated individuals were subjected to unlawful employment practices on the basis of sex, female and that Charging Party Venegas was subjected to retaliation in violation of Title VII ; and (2) Case No. 06 CV 2335 BEN (NLS) alleging that Charging Party Jose Hernandez was subjected to retaliation in violation of Title VII. Walker Wood denies the allegations contained in the Commission’s complaints and nothing contained in this Consent Decree shall be construed as an admission of any liability or wrongdoing on the part of Walker Wood. The parties hereto acknowledge that the resolution of all issues raised in the matter entitled *U. S. Equal Employment Opportunity Commission v. Walker Wood Products, Inc.*, United States District Court for the Southern District of California Case No.05CV1880-WQH (LSP)and *U. S. Equal Employment Opportunity Commission v. Walker Wood Products, Inc.*, United States District Court for the Southern District of California, Case No. 06 CV 2335 BEN (NLS) (hereinafter, the “Actions”) by this Consent Decree is a compromise and settlement of disputed claims.

1 II.

2 **PURPOSES AND SCOPE OF THE CONSENT DECREE**

3 A. The parties to this Consent Decree (“Decree”) are the EEOC and Walker Wood.  
4  
5 The scope of this Decree includes Walker Wood’s facilities in San Diego County, California.

6 B. The parties have entered into this Decree for the purpose of resolving all issues  
7 between them arising out of the Actions.

8 III.

9 **RELEASE OF CLAIMS**

10 A. This Decree fully and completely resolves all issues, claims and allegations by the  
11 EEOC against Walker Wood that are raised in the Actions. Each of the Charging Parties and  
12 claimant will sign a separate release and the releasing parties shall have the opportunity to  
13 consult with independent counsel to review and receive advise concerning the execution of these  
14 releases to which the EEOC is not a party. Walker Wood shall pay for the fees of such  
15 independent counsel provided that such fees, collectively, shall not exceed the total sum of  
16 \$750.00.  
17

18 B. Nothing in this Decree shall be construed to preclude any party from bringing suit  
19 to enforce this Decree in the event that any party hereto fails to perform the promises and  
20 representations contained herein.  
21

22 C. Nothing in this Decree shall be construed to limit or reduce Walker Wood’s  
23 obligation to comply fully with Title VII or any other federal employment statute.  
24

25 D. This Decree in no way affects the EEOC’s right to bring, process, investigate or  
26 litigate other charges that may be in existence or may later arise against Walker Wood in  
27  
28

1 accordance with standard EEOC procedures that are wholly unrelated to the allegations contained in  
2 the Actions.

3  
4 **IV.**

5 **JURISDICTION**

6 A. The Court has jurisdiction over the parties and the subject matter of this lawsuit.  
7 The Complaint asserts claims that, if proven, would authorize the Court to grant the equitable  
8 relief set forth in this Decree. The terms and provisions of this Decree are fair, reasonable and  
9 just. This Decree conforms with the Federal Rules of Civil Procedure and Title VII and is not in  
10 derogation of the rights or privileges of any person.  
11

12 B. The Court shall retain jurisdiction of this action during the duration of the Decree for  
13 the purposes of entering all orders, judgments and decrees that may be necessary to implement the  
14 relief provided herein.  
15

16 **V.**

17 **EFFECTIVE DATE AND DURATION OF DECREE**

18 A. The provisions and agreements contained herein are effective immediately upon  
19 the date which this Decree is entered by the Court (“the Effective Date”).

20 B. Defendant has represented that as of on or about January 1, 2008, it will cease  
21 operations. As such injunctive relief will not be necessary upon the conclusion of Defendant’s  
22 cessation of operations. Accordingly, if Defendant ceases operations, then the Decree will  
23 terminate concurrently with date of cessation of operations and the payment of the settlement  
24 amounts. If Defendant continues to exist, then this Decree shall remain in effect for two (2)  
25 years after the Effective Date.  
26  
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1 C. Nothing contained herein is intended to impose any liability or obligation upon any  
2 purchaser of the assets of Walker Wood or upon the officers, directors and shareholders of Walker  
3 Wood. The obligations of Walker Wood contained herein are specifically limited to Walker Wood  
4 Products, Inc.  
5

6 **VI.**

7 **MODIFICATION AND SEVERABILITY**

8 A. This Decree constitutes the complete understanding of the parties with respect to  
9 the matters contained herein. No waiver, modification or amendment of any provision of this  
10 Decree will be effective unless made in writing and signed by an authorized representative of  
11 each of the parties.  
12

13 B. If one or more provisions of the Decree are rendered unlawful or unenforceable,  
14 the parties shall make good faith efforts to agree upon appropriate amendments to this Decree in  
15 order to effectuate the purposes of the Decree. In any event, the remaining provisions will  
16 remain in full force and effect unless the purposes of the Decree cannot, despite the parties' best  
17 efforts, be achieved.  
18

19 C. By mutual agreement of the parties, this Decree may be amended or modified in the  
20 interests of justice and fairness in order to effectuate the provisions of this Decree.  
21

22 **VII.**

23 **COMPLIANCE AND DISPUTE RESOLUTION**

24 A. The parties expressly agree that if the Commission has reason to believe that  
25 Walker Wood has failed to comply with any provision of this Consent Decree, the Commission  
26 may bring an action before this Court to enforce the Decree. Prior to initiating such action, the  
27 Commission will notify Walker Wood and its legal counsel of record, in writing, of the nature of  
28

1 the dispute. This notice shall specify the particular provision(s) that the Commission believes  
2 Walker Wood has breached. Absent a showing by either Party that the delay will cause  
3 irreparable harm, Walker Wood shall have thirty (30) days to attempt to resolve or cure the  
4 breach.

5  
6 B. The Parties agree to cooperate with each other and use their best efforts to resolve  
7 any dispute referenced in a notice given pursuant to the preceding section.

8 C. After thirty (30) days have passed with no resolution or agreement to extend the  
9 time further, the Commission may petition this Court for resolution of the dispute, seeking all  
10 available relief including an extension of the term of the Decree for such period of time as Walker  
11 Wood is shown to be in breach of the Decree and the Commission's costs and attorneys' fees  
12 incurred in securing compliance with the Decree.  
13

14 **VIII.**

15 **MONETARY RELIEF**

16  
17 A. In settlement of this lawsuit, Walker Wood shall pay a total of \$50,000 for resolution  
18 of both Actions. EEOC has the sole discretion in determining the allocation of monetary amounts to  
19 the Charging Parties and Claimant. Upon entry of this Decree, the EEOC shall provide in writing to  
20 Walker Wood the specific monetary distribution that is to be provided to the Charging Parties and  
21 Claimant and their respective addresses to where the checks should be delivered (the "**Distribution**  
22 **List**"). Walker Wood shall forward, via certified mail, checks to Charging Party Venegas, Charging  
23 Party Hernandez and identified class member Josefina Romero within thirty (30) days after receipt  
24 of the Distribution List. Walker Wood shall prepare and distribute 1099 tax reporting forms to  
25 Charging Parties Venegas and Hernandez and Josefina Romero, and shall make appropriate reports  
26 to the Internal Revenue Service and other tax authorities.  
27  
28





1 the purpose of retaliating against any current or former employee or applicant of Walker Wood,  
2 or either of them, because he or she has in the past, or during the term of this Decree: (a) opposed  
3 any practice made unlawful under Title VII; (b) filed a charge of discrimination alleging such  
4 practice; (c) testified or participated in any manner in any investigation (including without  
5 limitation, any internal investigation undertaken by Walker Wood), proceeding in connection  
6 with this case and/or relating to any claim of a Title VII violation; (d) was identified as a possible  
7 witness or claimant in this action; (e) asserted any rights under this Decree; or (f) sought and/or  
8 received any relief in accordance with this Decree.  
9

10  
11 **B. Equal Employment Opportunity Consultant**

12 1. Within thirty days after the Effective Date, if Walker Wood remains in existence  
13 and continues operations, Walker Wood shall retain an outside Equal Employment Opportunity  
14 Consultant (“Consultant”) with experience in the area of employment discrimination and sexual  
15 harassment issues, to implement and monitor Walker Wood’s compliance with Title VII and the  
16 provisions of this Decree. The Consultant shall be subject to the Commission’s approval, which  
17 shall not be unreasonably withheld. The Commission hereby approves the selection of TOC  
18 Management Services, in the event that it is selected by Walker Wood as its Consultant. If the  
19 Commission does not approve Walker Wood’s proposed Consultant, the Commission shall  
20 provide Walker Wood with a list of at least three suggested candidates acceptable to the  
21 Commission. Walker Wood shall bear all costs associated with the selection and retention of the  
22 Consultant and the performance of his/her/its duties.  
23  
24

25  
26 **C. Revision of Policies Concerning Discrimination and Harassment**  
27  
28

1 With the assistance of the Consultant, Walker Wood, if it remains in existence and  
2 continues operations, shall revise its policy on discrimination and sexual harassment, if  
3 necessary, and provide a copy to the Commission within sixty (60) days after the Effective Date.

4 The revised policy shall include:

- 5 1. A clear explanation of prohibited conduct;
- 6 2. Assurance that employees who make complaints of harassment/discrimination or  
7 provide information related to such complaints will be protected against retaliation;
- 8 3. A clearly described complaint process that provides accessible and confidential  
9 avenues of complaint with contact information including name (if applicable), address, and  
10 telephone number of persons both internal (i.e. human resources) and external to Walker Wood  
11 (i.e. Commission and outside Consultant available to handle complaints concerning high level  
12 company officials of Defendant's corporate hierarchy) to whom employees may report  
13 discrimination and retaliation, including a written statement that the employee may report the  
14 discriminatory behavior to designated persons outside their chain of management;
- 15 4. Assurance that the employer will protect the confidentiality of  
16 harassment/discrimination complaints to the extent possible;
- 17 5. A complaint process that provides a prompt, thorough, and impartial  
18 investigation;
- 19 6. A procedure for communicating with the complainant  
20 regarding the status of the complaint/investigation, results of the investigation, and any remedial  
21 action taken; and
- 22 7. Assurance that Walker Wood will take immediate and appropriate corrective  
23 action when it determines that harassment/discrimination and/or retaliation has occurred.  
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1 This revised policy shall, if Walker Wood remains in existence and continues operations  
2 and within thirty (30) days' following the Commission's approval, be distributed in English and  
3 Spanish to all of Walker Wood's employees (including management/supervisory staff and hourly  
4 employees), and shall be included in any relevant policy or employee manuals distributed to  
5 employees by Walker Wood. Walker Wood shall collect acknowledgments from each employee  
6 who receives the revised policy, in either English or Spanish depending on the language  
7 preference of each employee. Throughout the term of this Decree, Walker Wood shall make  
8 accessible and post the revised policy, in English and Spanish, in a place that is conspicuous and  
9 accessible to all employees at each of its locations covered by this Decree in a legible font that is  
10 accessible to all employees at each of its locations covered by this Decree in a legible font that is  
11 a minimum of 15 points in size.  
12

13 **D. Training**

14 If it remains in existence and continues operations, all of Walker Wood's  
15 managerial/supervisory and staff/hourly employees shall be required to attend a training program  
16 of at least two (2) hours for managerial and staff/hourly employees. The training shall be  
17 mandatory and for as long as Walker Wood remains in existence or continues operations and will  
18 occur once every two years for the term of this Decree.  
19

20 Training for non-managerial staff and/or hourly employees shall conducted in Spanish,  
21 and in English on an annual basis, for as long as Walker Wood remains in existence or continues  
22 operations.  
23

24 1. All employees' training shall include coverage of the subjects of equal  
25 employment opportunity rights and responsibilities, racial discrimination/ harassment,  
26 sex/gender discrimination, retaliation, and Walker Wood's revised policies and procedures for  
27 reporting and handling complaints of discrimination, harassment and retaliation.  
28

1           2.       The training of managerial employees shall additionally include training on how  
2 to properly handle and investigate complaints of discrimination and/or harassment in a neutral  
3 manner, how to take preventive and corrective measures against discrimination and/or  
4 retaliation, and how to recognize and prevent discrimination and/or retaliation.  
5

6           3.       For the remainder of the term of this Decree, all new employees and all  
7 employees recently promoted from a staff/hourly to a managerial position shall receive the  
8 managerial or staff/hourly employee training, as appropriate, within thirty (30) days of hire or  
9 promotion.  
10

11           4.       All employees required to attend such training shall verify their attendance in  
12 writing.

13                 Within forty-five (45) days after the Effective Date or thirty (30) days after hiring the  
14 Consultant, whichever is later, for as long as it remains in existence or continues operations,  
15 Walker Wood shall submit to the EEOC a description of the training to be provided and an  
16 outline of the curriculum developed for the trainees. Walker Wood shall give the EEOC a  
17 minimum of ten (10) business days' advance written notice of the date, time and location of each  
18 training program provided pursuant to this Decree, and agrees that an EEOC representative may  
19 attend any such training program.  
20

21           E.       **Performance Evaluations**  
22

23                 For as long as it remains in existence and continues operations, Defendant shall hold its  
24 managers, supervisors, and human resources personnel accountable for engaging in disability  
25 discrimination, or for failing to comply with Defendant's disability discrimination and anti-  
26 retaliation policies and procedures in such supervisory employee's annual performance  
27 evaluation.  
28

1 X.

2 **RECORD KEEPING AND REPORTING**

3 **A. Record Keeping**

4 For as long as it remains to exist and continues its operations, Walker Wood shall work  
5 with the Consultant to establish a record-keeping procedure that provides for the centralized  
6 tracking of discrimination complaints and the monitoring of such complaints to prevent  
7 retaliation. The records to be maintained shall include:

- 8
- 9 1. All documents generated in connection with any complaint, investigation into, or  
10 resolution of every complaint of discrimination or retaliation for the duration of the Decree and  
11 the identities of the parties involved;
  - 12 2. All forms acknowledging employees' receipt of Walker Wood's revised anti-  
13 discrimination and anti-retaliation policy; and
  - 14 3. All documents verifying the occurrence of all training sessions and names and  
15 positions of all attendees for each session as required under this Decree.

16  
17 For as long as it remains to exist and continues its operations, Walker Wood shall make  
18 the aforementioned records available to the EEOC for inspection within ten (10) business days  
19 following a written request by the EEOC.  
20

21 **B. Reporting**

22 In addition to the notices to the EEOC specified above, Walker Wood shall provide the  
23 following reports to the EEOC in writing, by mail or facsimile:

- 24
- 25 1. Within ninety (90) days after the Effective Date, for as long as it remains in  
26 existence and continues operations, Walker Wood shall submit to the EEOC an initial report  
27 which contains:  
28

- 1 (a) A copy of the revised discrimination and anti-retaliation policy;
- 2 (b) A summary of the procedures and record-keeping methods
- 3 developed with the Consultant for centralized tracking of discrimination
- 4 complaints and the monitoring of such complaints;
- 5
- 6 (c) A statement confirming that the required notices pertaining to this
- 7 Decree and the revised discrimination and anti-retaliation policies have
- 8 been posted; and
- 9
- 10 (d) A statement confirming all employee acknowledgment forms
- 11 indicating receipt of the revised discrimination and anti-retaliation policy
- 12 have been obtained.

13 2. Walker Wood shall also provide the following reports semiannually throughout

14 the term of this Decree:

- 15 (a) The attendance lists of all attendees for all training sessions
- 16 required under this Decree that took place during the previous six
- 17 months;
- 18
- 19 (b) Acknowledgments of receipt of the revised discrimination and
- 20 harassment policy for all employees hired during the previous six
- 21 months; and
- 22
- 23 (c) A description of all discrimination and/or retaliation complaints
- 24 made since the submission of the immediately preceding report
- 25 hereunder. This description shall include the names of the individuals
- 26 alleging harassment or retaliation, the nature of the harassment or
- 27 retaliation, the names of the alleged perpetrators of harassment or
- 28

1 retaliation, the dates of the alleged harassment or retaliation, a brief  
2 summary of how each complaint was resolved, and the identity of the  
3 person(s) who investigated or resolved each complaint. If no results have  
4 been reached as of the time of the report, the result shall be included in  
5 the next report.  
6

7 3. For as long as it remains to exist and continues its operations, Walker Wood shall  
8 provide a report to the EEOC detailing any changes of the procedures or record-keeping methods  
9 for centralized tracking of discrimination complaints and the monitoring of such complaints  
10 within thirty (30) days after implementing such changes.  
11

12 4. For as long as it remains to exist and continues its operations, Walker Wood shall  
13 provide a report to the EEOC detailing any disputes relating to the claimant or charging parties  
14 that remain employed with the Walker Wood, including the nature of the dispute relating to the  
15 issues that involve Title VII and the resolution.  
16

17 **XII.**

18 **COSTS OF ADMINISTRATION AND IMPLEMENTATION**  
19 **OF CONSENT DECREE**

20 Walker Wood shall bear all costs associated with its administration and implementation of  
21 its obligations under this Decree.  
22  
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25 **XIII.**

26 **COST AND ATTORNEYS' FEES**

27 Each Party shall bear its own costs of suit and attorneys' fees.  
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XIV.

**MISCELLANEOUS PROVISIONS**

A. During the term of this Consent Decree, Walker Wood shall assure that each of its officers, managers and supervisors is aware of any term(s) of this Decree which may be related to his/her job duties.

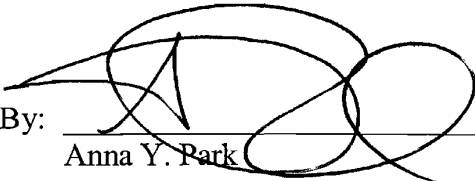
B. Unless otherwise stated, all notices, reports and correspondence required under this Decree shall be delivered to the attention of the Regional Attorney, Anna Y. Park, U.S. Equal Employment Opportunity Commission, Los Angeles District Office, 255 E. Temple St., 4<sup>th</sup> Fl., Los Angeles, CA. 90012.

C. The parties agree to entry of this Decree and judgment subject to final approval by the Court.

D. All parties, through the undersigned, respectfully apply for and consent to the entry of this Consent Decree Order.

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

Date: 1/25, 2008

By:   
Anna Y. Park

WALKER WOOD PRODUCTS, INC

Date: January 25, 2008

By: s/ Bob Calcagni, Vice-President

1 APPROVED AS TO FORM:

2  
3  
4 Date: 1/29, 2008

By: 

Anna Y Park  
Connie Liem  
Attorneys for Plaintiff

5  
6  
7  
8  
9 Date: January 25, 2008

By: s/James A. Testa

James A. Testa  
TESTA & ASSOCIATES, LLP  
Attorney for Defendant  
Email: info@testalaw.com

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**PROOF OF SERVICE**  
**VIA ELECTRONIC FILING SYSTEM**

I am, and was at the time the herein mentioned mailing took place, a citizen of the United States, over the age of eighteen (18) years and not a party to the above-entitled cause.

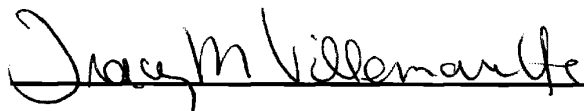
I am employed in the Legal Unit of the Los Angeles District Office of the United States Equal Employment Opportunity Commission.

My business address is Equal Employment Opportunity Commission, Los Angeles District Office, 255 East Temple Street, Fourth Floor, Los Angeles, CA 90012.

On the date that this declaration was executed, as shown below, I served the foregoing: **CONSENT DECREE and ORDER RE: CONSENT DECREE** via the Case Management/Electronic Case Filing (CM/ECF) system at Los Angeles, County of Los Angeles, California to:

James A. Testa, SBN 64660  
Testa & Associates, LLP  
570 Rancheros Drive, Ste. 250  
San Marcos, CA 92069  
info@testalaw.com

I declare under penalty of perjury that the foregoing is true and correct.  
Executed on January 25, 2008, at Los Angeles, California.

  
Tracy M. Villemarette  
EEOC Paralegal