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EEOC v. L&T International Corporation

Judge Alex R. Munson

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EEOC v. L&T International Corporation

Keywords

EEOC, L&T International Corporation; L&T Group of Companies, ltd; Tan Holdings Corporation; Tan Holdings Overseas, Inc.; Concorde Garment Manufacturing Corporation; Micro Pacific, Inc.; Seasonal, Inc, 07-0029, Consent Decree, Disparate Treatment, Hostile Work Environment, Constructive Discharge, Termination, National Origin, Financial Services, Employment Law, Title VII

'JUL 28 2009

For The Northern Mariana Islands
v. _____
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TAN HOLDINGS CORP.; TAN HOLDINGS
16 OVERSEAS, INC.; CONCORDE GARMENT
MANUFACTURING CORP.; MICRO
17 PACIFIC, INC.; SEASONAL INC.

18 **IN THE UNITED STATES DISTRICT COURT**
19 **FOR THE NORTHERN MARIANA ISLANDS**

20 U.S. Equal Employment Opportunity
Commission,

21
22 Plaintiff,

23 L&T International Corporation; L&T Group of;
24 Companies, Ltd.; Tan Holdings Corporation;
25 Tan Holdings Overseas, Inc.; Concorde
Garment Manufacturing Corporation; Micro
26 Pacific, Inc.; Seasonal, Inc.; and Does 1-5,
27 Inclusive,

28 Defendants and the Other
Corporate Entities.

Civil Case No.: 07-0029

**[mtUI'UMLDJ] JUDGMENT AND
CONSENT DECREE BETWEEN
PLAINTIFF EEOC AND DEFENDANTS
AND THE OTHER CORPORATE
ENTITIES**

[Related to Civil Case Nos. 08-0037,
and 08-0038]

1 U.S. Equal Employment Opportunity) Civil Case No.: 08-0037
2 Commission,)
3) { [PROPOSED] JUDGMENT AND
4 Plaintiff,) CONSENT DECREE BETWEEN
5 v.) PLAINTIFF EEOC AND DEFENDANTS
6) AND THE OTHER CORPORATE
7 L&T International Corporation; L&T Group of j ENTITIES
8 Companies, Ltd.; Tan Holdings Corporation; \)
9 Tan Holdings Overseas, Inc.; Concorde)
10 Garment Manufacturing Corporation; Micro)
11 Pacific, Inc.; Seasonal, Inc.; and Does 1-5,) [Related to Civil Case Nos. 07-0029,
12 Inclusive, < and 08-0038]
13)
14 Defendants and the Other)
15 Corporate Entities.

16 U.S. Equal Employment Opportunity) Civil Case No.: 08-0038
17 Commission,)
18) < [PROPOSED] JUDGMENT AND
19 Plaintiff,) CONSENT DECREE BETWEEN
20 v.) PLAINTIFF EEOC AND DEFENDANTS
21) AND THE OTHER CORPORATE
22 L&T International Corporation; L&T Group of) ENTITIES
23 Companies, Ltd.; Tan Holdings Corporation; \)
24 Tan Holdings Overseas, Inc.; Concorde)
25 Garment Manufacturing Corporation; Micro)
26 Pacific, Inc.; Seasonal, Inc.; and Does 1-5,) [Related to Civil Case Nos. 07-0029,
27 Inclusive, { and 08-0037]
28)
29 Defendants and the Other)
30 Corporate Entities.

31
32 Plaintiff U.S. Equal Employment Opportunity Commission (the "EEOC" or
33 "Commission") and Defendants L&T International Corporation; L&T Group of
34 Companies, Ltd.; and Seasonal, Inc., (collectively, "Defendants"), along with
35 Micro Pacific, Inc.; Concorde Garment Manufacturing Corporation, Tan Holdings
36 Corporation; Tan Holdings Overseas, Inc. (collectively, the "Other Corporate
37 Entities"), hereby stipulate and agree to entry of this Final Judgment and Consent
38

Decree (the "Decree") to fully and finally resolve Plaintiffs claims against Defendants and the Other Corporate Entities in Civil Cases No. 07-0029,08-0037, and 08-0038 (collectively, the "Actions") each titled U.S. Equal Employment Opportunity Commission v. L&T International Corporation; L&T Group of Companies, Ltd.; Tan Holdings Corporation; Tan Holdings Overseas, Inc.; Concorde Garment Manufacturing Corporation; Micro Pacific, Inc.; Seasonal, Inc.; and Does 1-5, Inclusive.

Additionally, the EEOC, the Defendants, and the Other Corporate Entities (collectively, the "Parties") hereby stipulate and agree to the entry of the Decree to fully and finally resolve various EEOC charges of discrimination that have failed conciliation at the time of the entry of this Decree¹ (the "Charges").

I.

PROCEDURAL BACKGROUND

This Consent Decree hereby resolves the three Actions filed by the EEOC alleging that Defendants and the Other Corporate Entities discriminated against a class of individuals due to their national origin, pregnancy, and age in violation of Title VII, the Pregnancy Discrimination Act under Title VII, and the Age Discrimination in Employment Act, respectively.

Specifically, on September 12, 2007, the EEOC filed a lawsuit against Defendants and the Other Corporate Entities entitled U.S. Equal Employment Opportunity Commission v. L&T International Corporation; L&T Group of Companies, Ltd.; Tan Holdings Corporation; Tan Holdings Overseas, Inc.; Concorde Garment Manufacturing Corporation; Micro Pacific, Inc.; Seasonal, Inc.;

¹ The charges of discrimination covered by this Decree are: 378-2004-00512, 378-2004-00513, 378-2004-00548, 378-2005-00138, 378-2005-00519, 378-2005-00119, 378-2005-00518, 378-2005-00521, 378-2005-00782, 378-2005-00784, 378-2005-00785, 378-2005-00790, 378-2006-00070, 378-2005-00573, 378-2005-00527, 378-2005-00520, 378-2005-00574, 387-2005-00687, 378-2005-00521C, and 486-2007-00035. (collectively, the "Charges"). Charges not listed herein are not affected by this Decree. To the extent that Right to Sue letters were issued, those Charges are not covered under this Decree.

1 and Does 1-5, Inclusive with Civil Case No. 07-0029. The action alleged that
2 Defendants and the Other Corporate Entities violated Title VII of the Civil Rights
3 Act of 1964, as amended, 42 U.S.C. §§ 2000e et seq. ("Title VII"). Specifically,
4 the EEOC alleged that Defendants and the Other Corporate Entities engaged in a
5 pattern or practice of wrongfully terminating a class of Filipino employees and
6 replacing them with Chinese workers because of their national origin (Filipino).

7 On September 26, 2008, the EEOC filed a second lawsuit against
8 Defendants and the Other Corporate Entities titled Civil Case No. 08-0037. The
9 action alleged that Defendants and the Other Corporate Entities violated Title VII
10 and the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C.
11 §§ 621 et seq. ("ADEA"). Specifically, the EEOC alleged that Defendants and the
12 Other Corporate Entities harassed and constructively discharged an employee, Ms.
13 Velison, because of her age (over 40) and national origin (Filipino).

14 On September 26, 2008, the EEOC filed a third lawsuit against Defendants
15 and the Other Corporate Entities titled Civil Case No. 08-0038. The action alleged
16 that Defendants and the Other Corporate Entities violated Title VII and the
17 Pregnancy Discrimination Act of 1978, 42 U.S.C. § 2000e(k). Specifically, the
18 EEOC alleged that Defendants and the Other Corporate Entities harassed and/or
19 terminated or constructively discharged a class of female employees because of
20 their pregnancies and Filipino national origin.

21 Plaintiff filed the Actions in the United States District Court for the Northern
22 Mariana Islands. The EEOC will dismiss Micro Pacific, Inc.; Concorde Garment
23 Manufacturing Corporation; Tan Holdings Corp.; and Tan Holdings Overseas, Inc.
24 as defendants in this suit. However, in the interest of promoting equal employment
25 opportunities, Tan Holdings Corp. and Tan Holdings Overseas, Inc. (collectively,
26 the "Other Corporate Entities"), agree to comply and be bound by the injunctive
27 relief remedies set forth in the Decree to the same degree those injunctive
28 provisions apply to Defendants. L&T Group of Companies, Ltd. (which was

1 formerly known as L&T International Corporation) has agreed to meet its
2 obligations under the Consent Decree filed in Civil Case No. 06-0031.

3 II.

4 PURPOSES AND SCOPE OF THE CONSENT DECREE

5 A. The Decree is made and entered into by and between the EEOC and
6 Defendants and the Other Corporate Entities (collectively, the "Parties"). The
7 Decree shall be binding on and enforceable on the Defendants and the Other
8 Corporate Entities, as well as their officers, directors, agents, successors and
9 assigns. This Decree is intended to resolve the three Actions brought by the EEOC
10 and the Charges as delineated above. By agreeing to this Decree, Defendants and
11 the Other Corporate Entities do not admit any violation of the law as alleged! in the
12 complaint. In the interest in resolving this matter, L&T Group of Companies,
13 ("L&T") will be the sole defendant for the purpose of liability. Tan Holdings
14 Corporation and Tan Overseas, Inc., ("Tan") agrees to be bound by the monetary
15 relief and shall insure that the Other Corporate Entities comply and be bound by
16 the injunctive relief as set forth in this Decree.

- 17 B. The Parties have entered into this Decree for the following purposes:
- 18 1. To provide appropriate monetary and injunctive relief;
 - 19 2. To ensure that its employment practices comply with federal
20 laws;
 - 21 3. To ensure a work environment free from retaliation and
22 discrimination on the basis of national origin, sex (pregnancy)
23 and age;
 - 24 4. To ensure training of managers in employment discrimination
25 law;
 - 26 5. To ensure dissemination of an employment discrimination
27 policy reflective of federal law; and
 - 28 6. To conclude and terminate this litigation.

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RELEASE OF CLAIMS

A. This Decree fully and completely resolves all issues, claims and allegations raised by the EEOC against Defendants in the Actions and Charges.

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

C. Nothing in this Decree shall be construed to limit or reduce Defendants and the Other Corporate Entities' obligations to comply fully with Title VII, the ADEA or any other federal employment statute.

D. This Decree in no way affects the EEOC's right to bring, process, investigate or litigate other charges that may be in existence or may later arise against Defendants and the Other Corporate Entities in accordance with standard EEOC procedures.

IV.

JURISDICTION

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

B. The Court shall retain jurisdiction during the duration of the Decree for the purposes of entering all orders, judgments and decrees that may be necessary to implement the relief provided herein against the Defendants and the Other Corporate Entities.

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V.

EFFECTIVE DATE AND DURATION OF DECREE

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

B. Except as otherwise provided herein, this Decree shall remain in effect for three (3) years after the Effective Date.

VI.

MODIFICATION AND SEVERABILITY

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

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

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

VII.

COMPLIANCE AND DISPUTE RESOLUTION

A. The Parties expressly agree that if the Commission has reason to believe that Defendants and the Other Corporate Entities have failed to comply with any provision of this Consent Decree, the Commission may bring an action before this Court to enforce the Decree. Prior to initiating such action, the Commission will notify Defendants and the Other Corporate Entities, any

successor, and/or their legal counsel of record, in writing, of the nature of the dispute. This notice shall specify the particular provision(s) that the Commission believes Defendants and the Other Corporate Entities and/or any successors have breached. Absent a showing by either of the Parties that the delay will cause irreparable harm, Defendants and the Other Corporate Entities and/or any successors shall have thirty (30) days to attempt to resolve or cure a breach of any non-monetary provisions, and five (5) days to attempt to resolve or cure a breach of any monetary provision.

B. The Parties agree to cooperate with each other and use their best efforts to resolve any dispute referenced in the EEOC notice.

C. After thirty (30) days have passed—in the case of a non-monetary breach—or five (5) days have passed—in the case of a monetary breach—with no resolution or agreement to extend the time further, the Commission may petition this Court for resolution of the dispute, seeking all available relief, including an extension of the term of the Decree for such period of time as the Defendants and the Other Corporate Entities and/or any successor are shown to be in breach of the Decree and including payment for the Commission's costs and attorneys' fees incurred in securing compliance with the Decree.

VIII.

MONETARY RELIEF

A. In settlement of this lawsuit, Defendants agree to pay an aggregate sum of \$1,500,000.00 (one million five hundred thousand dollars and zero cents) to fully resolve the Actions and Charges., The total amount of \$1,500,000 shall be distributed as follows: a total of \$500,000.00 (five hundred thousand dollars) shall be designated towards the EEOC's claimants and charges. The EEOC shall have the sole discretion to distribute the monies as it deems appropriate to distribute to the claimants in all three Actions. The remaining \$1,000,000 shall be distributed by certified check within 5 (five) business days of the effective date of this decree,

1 made payable to plaintiffs'-in-intervention "Attorney Joe Hill, Client Trust
2 Account", to be distributed to the claimants represented by him.

3 B. The EEOC shall send to the Defendants a letter (the "Distribution
4 Letter") designating the amount of the EEOC distributions, to whom they should
5 be made, and the addresses to which the checks should be sent. Within thirty (30)
6 days of the Effective Date, via certified mail or hand delivery, the Defendants
7 shall issue a certified check to each class member or/and Charging Party in die
8 amounts designated in the Distribution Letter. The monies shall be designated as
9 non-wage compensatory damages under Title VII, and no tax withholding shall be
10 made. The Defendants shall prepare and distribute 1099 tax reporting forms to
11 each individual identified by the EEOC and shall make the appropriate reports to
12 the Internal Revenue Service and or other appropriate Federal, State or
13 Commonwealth taxing authority. However, for the one claimant represented by
14 the EEOC under the ADEA, the amount shall be designated liquidated damages
15 and a 1099 shall be issued as set forth above.

16 C. Within five (5) business days of the issuance of each settlement check,
17 the Defendants shall submit a copy of each check and related correspondence to
18 the EEOC. Within five (5) business days of the return of any check, the
19 Defendants shall notify the EEOC in writing of each check that is returned. The
20 EEOC may take further steps to track those EEOC claimants and Charging Parties
21 whose settlement checks are returned, and/or the EEOC may designate a new
22 distribution for any amount not paid to any such person, including monies to a non
23 profit organization, if necessary.

24 IX.

25 **GENERAL INJUNCTIVE RELIEF**

26 A. Non-Discrimination

27 Defendants and the Other Corporate Entities, their officers, agents,
28 management (including all supervisory employees), successors, assigns, and all

1 those in active concert or participation with them, or any of them, hereby are
2 enjoined not to discriminate against persons in the terms and conditions of
3 employment on the basis of sex, age or national origin and not to subject any
4 employee to a hostile work environment on the basis of sex, age or national origin.

5 B. Retaliation

6 Defendants and the Other Corporate Entities, their officers, agents,
7 management (including all supervisory employees), successors, assigns, and all
8 those in active concert or participation with them, or any of them, hereby are
9 enjoined not to engage in, implement or permit any action, policy or practice with
10 the purpose of retaliating against any current or former employee or applicant of
11 Defendants and the Other Corporate Entities and/or any successors, or either of
12 them, because he or she has in the past, or during the term of this Decree:

- 13 1. Opposed any practice made unlawful under Title VII or the
14 ADEA;
- 15 2. Filed a charge of discrimination alleging such practice;
- 16 3. Testified or participated in any manner in any investigation
17 (including without limitation, any internal investigation
18 undertaken by any of the Defendants and the Other Corporate
19 Entities and/or their successors) or proceeding in connection
20 with this case and/or relating to any claim of a Title VII Or
21 ADEA violation;
- 22 4. Was identified as a possible witness or claimant in the Action;
- 23 5. Asserted any rights under the Decree; or
- 24 6. Sought and/or received any relief in accordance with the
25 Decree.

26

X.

27

SPECIFIC INJUNCTIVE RELIEF

28

A. Revision of Policies and Procedures

1 Defendants and the Other Corporate Entities shall review, implement., revise
2 (as necessary), distribute, and post its policies and procedures against
3 discrimination and retaliation as prohibited by Title VII for sex and national origin,
4 and the ADEA (the "Policy"). The Policy shall include:

- 5 1. A clear explanation of prohibited conduct;
- 6 2. Assurance that employees who, in good faith, make complaints
7 of discrimination or provide information related to such
8 complaints are protected against retaliation; and
- 9 3. Assurance that Defendants and the Other Corporate Entities
10 will take prompt and appropriate corrective action when they
11 determine that discrimination and/or retaliation has occurred.

12 Within thirty (30) days of the Effective Date of this Decree, Defendants and
13 the Other Corporate Entities shall provide to the EEOC a copy of their Policy.

14 B. Posting/Distribution of the Policy

15 Within forty-five (45) days of the Effective Date, Defendants and the Other
16 Corporate Entities shall ensure that they have distributed their Policy to each
17 employee, including any management employee. The Policy distributed shall be
18 provided in the primary language of the employee or manager receiving it. For
19 each new employee and manager hired after the distribution described above, each
20 of the Defendants and the Other Corporate Entities shall ensure that the new
21 employee and manager received the Policy within thirty (30) days of employment.

22 Within forty-five (45) days of the Effective Date, Defendants and the Other
23 Corporate Entities shall ensure that it has posted the Policy in legible font, to the
24 extent necessary, translated into English, Tagalog, Thai, Chinese, and Korean, in a
25 place both conspicuous and accessible to all employees in the primary.

26 Within forty-five (45) days of the Effective Date, Defendants and the Other
27 Corporate Entities shall submit to the Commission a statement confirming
28 distribution and posting of the Policy.

1 C. Posting of Notice of Consent Decree and Settlement

2 Within thirty (30) days of the Effective Date, Defendants and the Other
3 Corporate Entities shall ensure that it has posted the Notice of Consent Decree and
4 Settlement (the "Notice," attached to this Decree as Attachment A), translated into
5 English, Tagalog, Thai, Chinese, and Korean in legible font, in a conspicuous and
6 accessible place to all employees, including all management employees. Within
7 thirty (30) days of the Effective Date, Defendants and the Other Corporate Entities
8 shall submit to the Commission a statement confirming posting of the Notice.

9 D. Equal Employment Opportunity Consultant

10 Within sixty (60) days after the Effective Date, Defendants shall retain an
11 Equal Employment Opportunity Consultant ("Consultant") with demonstrated
12 experience in the area of employment discrimination and harassment issues, to
13 monitor Defendants and the Other Corporate Entities' compliance with Title VII,
14 the ADEA, and the provisions of this Decree.

15 The Consultant shall be subject to the Commission's approval, which shall
16 not be unreasonably withheld. Defendants and the Other Corporate Entities shall
17 propose a Consultant to the Commission. Defendants and the Other Corporate
18 Entities will attempt to identify individuals located within Hawaii, Guam or the
19 Commonwealth of the Northern Mariana Islands as proposed consultants. If such
20 individuals are unavailable or if the Commission does not approve the proposed
21 consultant, the Commission shall provide Defendants and the Other Corporate
22 Entities with a list of at least three (3) suggested candidates acceptable to the
23 Commission. Defendants shall bear all costs associated with the selection and
24 retention of the Consultant and the performance of his/her/its duties.

25 The Consultant's monitoring responsibilities shall be for a period of eighteen
26 (18) months. The Consultant shall:

- 27 1. Implement Defendants and the Other Corporate Entities'
28 procedures regarding handling complaints of discrimination,

- harassment and retaliation in compliance with Defendants and the Other Corporate Entities' obligations under this Decree;
2. Help implement anti-harassment, anti-discrimination, and anti-retaliation policies and reporting procedures that will effectively carry out Defendants and the Other Corporate Entities' obligations under this Decree;
 3. Ensure that Defendants and the Other Corporate Entities' employees, including management employees, are trained on their rights and responsibilities under Title VII and the ADEA, including but not limited to Defendants and the Other Corporate Entities' responsibility to provide a workplace free of discrimination, harassment and retaliation as it relates to national origin discrimination, pregnancy discrimination, age discrimination, retaliation, and proper hiring and firing protocols under Title VII and the ADEA;
 4. Ensure that all individuals who have had or will have management responsibilities over Defendants and the Other Corporate Entities' employees—whether employed by Defendants, the Other Corporate Entities, or another entity—are trained on policies and procedures relating to sex (pregnancy), age and national origin discrimination, harassment and retaliation;
 5. Ensure that Defendants and the Other Corporate Entities are not retaliating against employees or discriminating against them on the basis of national origin, age or sex (pregnancy), by collecting, tracking and analyzing hiring and termination data;
 6. Ensure the Defendants and the Other Corporate Entities investigate all complaints of sex, age or national origin

- 1 discrimination, harassment and retaliation in compliance with
2 Title VII, the ADEA, and the Policy;
- 3 7. Ensure that Defendants and the Other Corporate Entities
4 properly communicate with complainants regarding the
5 complaint procedure, status of the complaint investigation,
6 results of the investigation, and any appropriate remedial action
7 taken;
- 8 8. Ensure that Defendants' and the Other Corporate Entities'
9 reports required by this Decree are accurately compiled and
10 timely submitted;
- 11 9. Ensure that Defendants' and the Other Corporate Entities'
12 policies hold all employees, including management employees,
13 accountable for engaging in conduct prohibited under this
14 Decree or the Policy;
- 15 10. Ensure that Defendants and the Other Corporate Entities create
16 a centralized system of tracking discrimination, harassment, and
17 retaliation complaints; and
- 18 11. Prepare a brief annual report on Defendants and the Other
19 Corporate Entities' progress and their compliance under this Decree.
20 Thirty (30) days prior to any training required under this Decree, the
21 Consultant will mail by regular mail to the Commission:
- 22 1. Proposed discrimination, harassment and retaliation training
23 material;
- 24 2. The dates, times and locations of each of the training sessions;
25 and
- 26 3. The identity of the person(s) and/or organization(s) conducting
27 the training programs.
- 28

Within sixty (60) days of the Effective Date of this Decree, the Consultant shall submit to the Commission a report which contains:

1. A statement confirming that the required Notice of Terms of the Decree has been posted;
2. Copies of the revised Policy;
3. Copies of all employee acknowledgment forms indicating receipt of the revised Policy;
4. A statement confirming the establishment of a confidential complaint mechanism to the Consultant for receiving complaints against company owner(s) or other high management officials;
5. A statement confirming the implementation of all specific injunctive relief required by this Decree;
6. Copies of the all the Consultant's investigative reports and proposed resolutions in response to discrimination complaints; and
7. A statement confirming that Defendants and the Other Corporate Entities complied with the consultant's proposed resolutions of all discrimination complaints.

E. Training

Within ninety (90) days after the Effective Date or sixty (60) days after hiring an Equal Employment Opportunity Consultant ("Consultant"), whichever is later, all employees of Defendants and the Other Corporate Entities—including, but not limited to, all individuals who have had or will have management or human resources responsibilities over any of Defendants and the Other Corporate Entities' employees regardless of employer—shall be required to attend a training program of at least three (3) hours duration. Additionally, all of Defendants and the Other Corporate Entities' employees—including, but not limited to, all individuals who

1 have had or will have management or human resources responsibilities over any of
2 Defendants and the Other Corporate Entities' employees regardless of employer-[^]
3 shall be required to attend trainings of at least three (3) hours duration once every
4 year for the term of this Decree. Any employee who failed to attend such
5 scheduled training shall be trained within (60) days of the training set forth above.
6 For the remainder of the term of this Decree, all new employees shall receive
7 training, as appropriate, within sixty (60) days of hire or promotion.

8 For all employees, the training shall include coverage of the subjects of
9 equal employment opportunity rights and responsibilities, discrimination,
10 harassment, retaliation, and Defendant's policies and procedures for reporting and
11 handling complaints of discrimination, harassment and retaliation. Additionally,
12 for all individuals who have had or will have management or human resources
13 responsibilities over any of Defendants and the Other Corporate Entities'
14 employees—whether those individuals are employed by Defendants, the Other
15 Corporate Entities, or another entity—the training shall include how to properly
16 handle and investigate complaints of discrimination and/or harassment in a neutral
17 manner, how to take preventive and corrective measures against discrimination
18 and/or retaliation, and how to recognize and prevent discrimination and/or
19 retaliation. Any training pursuant to this decree shall be live and all employees and
20 managers required to attend any training pursuant to this Decree shall verify their
21 annual attendance in writing.

22 Within sixty (60) days after the Effective Date or thirty (30) days after hiring
23 the Consultant, whichever is later, Defendants and the Other Corporate Entities
24 shall submit to the EEOC a description of the training to be provided and an
25 outline of the curriculum developed for the trainees. Defendants and the Other
26 Corporate Entities shall give the EEOC a minimum of ten (10) business days'
27 advance written notice of the date, time and location of each training program
28

1 provided pursuant to this Decree, and agrees that an EEOC representative may
2 attend any such training program.

3 Defendants and the Other Corporate Entities' owner(s) shall appear in
4 person at any training session required under this Decree to reiterate Defendants
5 and the Other Corporate Entities' national origin, sex and age discrimination
6 policies, to reiterate Defendants and the Other Corporate Entities' harassment
7 policies, to affirm that unlawful discrimination and harassment shall not be
8 tolerated, and to encourage employees who believe that they have been victims of
9 such discrimination or harassment to utilize Defendants and the Other Corporate
10 Entities' complaint procedures.

11 All trainings under this Decree shall be mandatory. All persons required to
12 attend any training under this Decree shall verify their attendance in writing.
13 Within ten (10) days of the additional training, each of the Defendants and the
14 Other Corporate Entities and/or any successors shall submit to the Commission a
15 statement describing the training provided and the materials used in the training.

16 F. Record-Keeping Requirements

17 Defendant shall maintain the following documents and make them available
18 to the Commission within ten (10) business days following a written request from
19 the Commission to Defendants and the Other Corporate Entities:

- 20 1. All documents generated in connection with any complaint,
21 investigation into, or resolution of every discrimination, harassment or
22 retaliation complaint for the duration of the Decree;
- 23 2. All forms acknowledging employees' receipt of Defendants and
24 the Other Corporate Entities' revised or modified discrimination,
25 harassment and retaliation policies;
- 26 3. A list of all attendees to training sessions required under this
27 Decree;

28

- 1 4. All documents generated in connection with the monitoring and
2 counseling of employees determined to have engaged in behavior in
3 violation of Defendants and the Other Corporate Entities'
4 discrimination, harassment and retaliation policies;
- 5 5. All documents generated in connection with confidential
6 inquiries into whether any complainant believes he/she has been
7 retaliated against;
- 8 6. All documents relating to any hiring by Defendants or the Other
9 Corporate Entities; and
- 10 7. All documents relating to any employees who become pregnant
11 during their employment with Defendants or the Other
12 Corporate Entities.

13 G. Reporting Requirements

14 Within one hundred twenty (120) days of the Effective Date of the Decree,
15 and every six (6) months thereafter for the duration of the Decree, Defendants and
16 the Other Corporate Entities will provide the Commission a report containing the
17 following information:

- 18 1. The attendance lists of all attendees for all training sessions
19 required under this Decree that took place within the six (6)
20 months prior to the report;
- 21 2. Acknowledgment of receipt of the anti-
22 discrimination/retaliation policies for all employees hired
23 within the preceding six (6) months period;
- 24 3. Copies of all discrimination, harassment, and retaliation
25 complaints, investigative reports and proposed resolutions made
26 since the submission of the immediately preceding report
27 hereunder;

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4. A statement of the result of each investigation into the complaint, including the names of the employee, the name of the accused individual, a summary of the allegations, summary of the actions taken by the company, and any resolution of the complaint raised by the employee. If no result has been reached at the time of the report, the result shall be included in the next report;
5. The identities (by name, address and telephone number) of the complainant and person who received the complaint;
6. Copies of the confidential inquiries into potential retaliation issued within the six (6) months prior to the report;
7. A report of any employees who become pregnant, to include their names, contact information, dates of hire, dates of employment or absence, payment of medicals, and any documents pertaining to their employment. If medical benefits are not pay, an explanation of why the medicals were not paid;
8. In the event the defendants hire employees, a report shall be generated to identify all employees hired by national origin, race, age, sex, pregnancy status, dates of hire, job duty, dates of termination and/or separation from employment, reasons for separation and/or termination, the identity of the decision maker for termination and/or separation, and the positions open at the time of hire by job description and location.

H. Access Requirements

The Commission, upon reasonable notice, shall have the right to enter and inspect Defendant's premises to insure compliance with this Decree and Title VII and the ADEA's prohibitions against discrimination, harassment and retaliation.

1 I. Notification of Closure

2 If Defendants and the Other Corporate Entities and/or their successors have
3 ceased all business operations within the CNMI or any insular area or state of
4 United States of America before the expiration of this Decree, Defendants and the
5 Other Corporate Entities and/or their successors will notify the Commission and
6 provide proof of such closure. Defendants and the Other Corporate Entities
7 understand that their obligations under the Decree continue for the full three-year
8 term of the Decree, regardless of whether any party eventually ceases operations.
9 If, during the term of the Consent Decree, Defendants and the Other Corporate
10 Entities form another business entity in Saipan or any insular area or state of the
11 United States, they shall notify the EEOC in writing within ten (10) days of the
12 initiation of operations.

13 **XI.**

14 **COSTS OF ADMINISTRATION AND IMPLEMENTATION**
15 **OF CONSENT DECREE**

16 Defendants and the Other Corporate Entities shall bear all costs associated
17 with its administration and implementation of its obligations under the Decree.

18 **XII.**

19 **COSTS AND ATTORNEYS' FEES**

20 Each party shall bear its own costs of suit and attorneys' fees.

21 **XIII.**

22 **MISCELLANEOUS PROVISIONS**

23 A. During the term of the Decree, Defendants and the Other Corporate
24 Entities shall provide any potential successor-in-interest with a copy of the Decree
25 within a reasonable time of not less than thirty (30) days prior to the execution of
26 any agreement for acquisition or assumption of control of any or all of Defendants
27 and the Other Corporate Entities' facilities with the intent to use them for the
28 manufacture of garments in the CNMI or other U.S. jurisdiction, or any other

1 material change in corporate structure, and shall simultaneously inform the EEOC
2 of the same.

3 B. During the term of this Consent Decree, Defendants and the Other
4 Corporate Entities and/or their successors shall assure that each of its officers,
5 managers and supervisors is aware of any term(s) of this Decree which may be
6 related to his/her job duties.

7 C. Unless otherwise stated, all notices, reports and correspondence
8 required under this Decree shall be delivered to the attention of the following:

- 9 1. For the Commission: Anna Y. Park, Regional Attorney, U.S.
10 Equal Employment Opportunity Commission, 255 East Temple
11 Street, 4th Floor, Los Angeles, CA, 90012; facsimile number (213)
12 894-1301.
- 13 2. For the Defendant(s): Steven P. Pixley, Third Floor, TSL Plaza,
14 P.O. Box 7757 SVRB, Saipan, MP 96950; facsimile number
15 (670)233-4716.

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1 D. The Parties agree to entry of this Decree and Judgment subject to final
2 approval by the Court.

3 All Parties, through the undersigned, respectfully apply for and consent to
4 the entry of this Consent Decree Order.

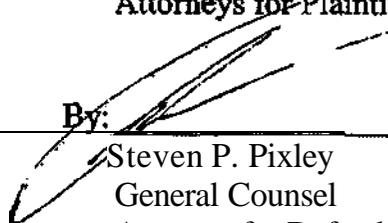
5 Respectfully submitted,

6 U.S. EQUAL EMPLOYMENT
7 OPPORTUNITY COMMISSION
8 Anna Y. Park
9 Derek W. Li
10 Gregory L. McClinton
11 Thomas-Srijepafi

10 Date: ^t)(aM, & OC\$

11 
12 Anna Y. Park
13 Regional Attorney
14 Attorneys for Plaintiff EEOC

14 Date: "TQW 2-V, l* > ?

15 
16 By: Steven P. Pixley
17 General Counsel
18 Attorney for Defendants and the
19 Other Corporate Entities

19 4EftOEflgEPJhORDER

20 GOOD CAUSE having been shown, the provisions of the foregoing Consent
21 Decree are hereby approved and deem the Decree is fair and equitable and serves
22 the public interest. Compliance with all provisions thereof is
23 IS HEREBY ORDERED, ADJUDGED AND DECREED.
24 IT IS SO ORDERED.

26 Date: ^'ei*-*?

27 
28 The Honorable Alex R. Munson
United States District Court Judge