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EEOC v. The Spud Seller

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EEOC v. The Spud Seller

Keywords

EEOC, The Spud Seller, 1:10-cv-02381, Consent Decree, Sexual Harassment, Hostile Work Environment, Sex, Female, Employment Law, Agriculture, Title VII

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO**

Civil Action No. 10-cv-02381-MSK-KLM

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,

Plaintiff,

and

MARIA PORTILLO, a/k/a Maria de Jesus Ramirez,

Plaintiff-Intervenor,

v.

THE SPUD SELLER, INC.

Defendant.

CONSENT DECREE

I. RECITALS

1. Equal Employment Opportunity Commission (“EEOC”), an agency of the United States of America, and Intervenor Maria Portillo (nee de Jesus Ramirez), allege that The Spud Seller, Inc. (“Spud Seller”) engaged in unlawful discrimination by subjecting female employees to sexual harassment and a hostile work environment because of their sex, and by failing to take prompt remedial action to eliminate such harassment and hostile work environment upon receiving notice, all in violation of Title VII of the Civil Rights Act of 1964 (“Title VII”), as amended, 42 U.S.C. § 2000e, *et seq.*

2. Spud Seller denies the allegations in this lawsuit and specifically denies all allegations that it unlawfully harassed or retaliated against any aggrieved individual or intervenor and that it created or tolerated a hostile work environment in violation of Title VII. Spud Seller agrees to this consent decree solely to avoid the cost and uncertainties of trial and to buy its peace. No statement in this Consent Decree constitutes, nor should it be construed to constitute, an admission of wrongdoing by Spud Seller.

3. The Parties hereto, desiring to settle this action by an appropriate Consent Decree ("Decree"), agree to the jurisdiction of this Court over the Parties and the subject matter of this action, and agree to the power of this Court to enter a Decree enforceable against Spud Seller.

4. This Decree is final and binding upon the Parties as to the issues resolved, as well as upon their successors and assigns.

5. The Parties hereto agree that this Decree fairly resolves the issues alleged by EEOC and constitutes a complete resolution of all EEOC's claims of unlawful employment practices under Title VII that were made against Spud Seller in Maria Portillo's Charge of Discrimination filed with the EEOC, and which were alleged in the EEOC's First Amended Complaint and Jury Trial Demand and/or Intervenor's Complaint (collectively "Complaint") or any other documents filed or served in this civil action, including, without limitation, any claims for back pay, front pay, compensatory and punitive damages, interest, injunctive and equitable relief and attorneys' fee and costs.

II. JURISDICTION

6. The Court has jurisdiction over the Parties and the subject matter of this lawsuit. EEOC's Complaint asserts claims that, if proven, would authorize the Court to grant the monetary and

equitable relief set forth in this Decree against Spud Seller. This Decree conforms to the Federal Rules of Civil Procedure and Title VII, and does not derogate from the rights and privileges of any Party or Aggrieved Individual. The Court shall retain jurisdiction of this action for the duration of the Decree for the purposes of entering all orders, judgments, and decrees which may be necessary to implement its terms and the relief provided.

7. Each party shall bear its or her own costs and attorneys' fees incurred in this lawsuit, except as otherwise stated in the Decree.

8. This Decree may be executed in more than one counterpart, each of which shall be deemed as original, but all of which shall constitute one and the same instrument. In addition, facsimile signatures shall be deemed as valid as original signatures.

III. DEFINITIONS

9. **Complaint of Discrimination, Harassment, or Retaliation** - A complaint of discrimination, harassment, or retaliation shall be any oral or written complaint, protest, statement of concern, or description which comes to the attention of a supervisor or manager of Spud Seller and makes allegations which are appreciated by any supervisor or manager as an allegation of gender discrimination, harassment, or retaliation, regardless of whether the employee complains in writing or expressly uses the terms "sexual," "discrimination," "harassment," or "retaliation." For example, an employee may complain that she was teased or taunted because of her figure or body parts, or that she was given an unfavorable assignment because she expressed disapproval of such conduct. These are "complaints of discrimination" even though the employee does not expressly use the words "discrimination" or "retaliation."

10. **EEO** - The term "EEO" shall refer to the phrase "equal employment opportunity."

11. Effective Date -The Effective Date of this Decree is the date on which the Court gives final approval to the Decree, after hearing, if required.

12. Parties - The Parties to this Decree are the Plaintiff Equal Employment Opportunity Commission and Defendant Spud Seller.

13. Intervenor – Plaintiff-Intervenor Maria Portillo.

14. Aggrieved Individual – a member of the group of women on whose behalf the Equal Employment Opportunity Commission seeks relief in this lawsuit.

15. Consultant – a private vendor with Human Resources expertise in the area of drafting EEO policies for companies, and who has no other contractual or employment relationship with Defendant Spud Seller, provided, however, that the attorneys of record for Spud Seller may act as Consultants to Spud Seller under this Decree.

IV. GENERAL PROVISIONS

16. Scope - This Decree covers Spud Seller’s premises and employees.

17. Term of Consent Decree - This Decree shall remain in effect for three (3) years subsequent to the effective date hereof. In the event the terms and obligations outlined in this Decree are not completed within the effective period of the Decree, the Parties shall meet and confer concerning all matters that are alleged to constitute noncompliance. The EEOC reserves the right to file an enforcement action under Section X (“Enforcement of Consent Decree”), to extend the Decree for whatever period is necessary to allow Spud Seller to comply fully with the terms of this Decree.

18. Compliance with Federal EEO Laws - Nothing in this Decree shall be construed to limit or reduce Spud Seller’s obligation to comply with the statutes enforced by the EEOC: Title VII

of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et. seq.*, Title I of the Americans with Disabilities Act, 42 U.S.C. §12101, *et seq.*, the Age Discrimination in Employment Act, 29 U.S.C. § 621, *et. seq.*, the Equal Pay Act, 29 U.S.C. §206(d), and the Genetic Information Nondiscrimination Act of 2008, PL 110-233 Stat 881.

19. Effect of Consent Decree - Spud Seller's compliance with this Decree will fully and completely resolve all issues of law and fact raised by EEOC and Intervenor Maria Portillo in the pleadings or any other filing or document served in this civil action as to acts and practices up to the effective date of this Decree.

20. Complete Consent Decree - This Decree constitutes the complete understanding among the Parties with respect to the matters herein.

21. Severability - If one or more provisions of this Decree is rendered unlawful or unenforceable by act of Congress or by decision of the United States Supreme Court, the Parties shall attempt to agree upon what amendments to this Decree, if any, are appropriate to effectuate the purposes of this Decree. In any event, the unaffected provisions will remain enforceable.

V. NON-DEROGATION OF EEOC RIGHTS

22. Waiver of EEOC Claims - Nothing in this Decree shall be construed to preclude EEOC from bringing suit to enforce this Decree in accordance with the enforcement provisions of Section X ("Enforcement of Consent Decree"). Neither does this Decree preclude EEOC from filing lawsuits based on charges not resolved in this Decree. EEOC affirmatively states that there are no such unresolved charges filed against Spud Seller as of the date of filing this Decree with the Court.

23. EEOC Rights Reserved - EEOC reserves all rights to proceed with respect to matters not covered in this Decree and to secure relief on behalf of aggrieved persons not covered by this Decree. Under no circumstances shall EEOC, by commenting or electing not to comment upon proposed policies or procedures pursuant to Section VI (“Affirmative Relief”), be deemed to have waived its right to investigate or litigate any alleged adverse effects of said policy upon equal employment opportunities. Nor shall EEOC by commenting or electing not to comment upon said policies or procedures be considered to have accepted the validity of or approved the provisions adopted by Spud Seller.

24. Charges Filed After the Effective Date - Any individual charges of discrimination filed with EEOC or the Colorado Civil Rights Division (“CCRD”) after the effective date of this Decree, based on conduct alleged to have occurred prior to the effective date of this Decree, will be processed by EEOC in accordance with its standard procedures.

VI. AFFIRMATIVE RELIEF

25. Notice and Posting of Decree Notice. Within 90 days of the Effective Date of this Decree, Spud Seller shall conspicuously post the Notice of Final Approval of Settlement attached hereto as Attachment A (“Notice”), at the warehouse where all employees will be likely to see it. The posting shall be made in both English and Spanish.

26. Injunction

26.01 No Discrimination – Spud Seller is permanently enjoined from discriminating against any employee or applicant in promotions, pay, discipline (including discharge), or terms and conditions of employment, because of sex, including, but

not limited to, sexual harassment and the existence of a sexually hostile work environment.

26.02 No Retaliation – Spud Seller and its officers, agents, and employees are permanently enjoined from retaliating against any employee, applicant, or individual who participates or serves as a witness in this lawsuit because he or she (i) opposed discriminatory practices made unlawful by Title VII, (ii) filed a charge or is assisting or participating in the filing of a charge under Title VII, or (iii) assisted or participated in an investigation or proceeding brought under Title VII.

26.03 Management - Spud Seller agrees that Mauricio Gaytan will not be reemployed by Spud Seller at any time during the term of this Decree.

27. References – Should any prospective employer request a reference for any of the Aggrieved Individuals in this litigation, Spud Seller shall provide a reference that states the dates of employment, position(s), and final salary, and nothing more.

28. Letters from Spud Seller – Each Aggrieved Individual and Intervenor shall receive a letter from Spud Seller in the form attached hereto as Attachment B, translated into both English and Spanish.

29. EEO Training

29.01 Development of EEO Training Program - Within 90 days of the Effective Date of this Decree, Spud Seller shall submit to EEOC and the Monitor a proposed EEO training program for new and current employees, including non-supervisory employees, supervisors, managers, and human resources employees. Each training

program will include the following information: (a) a detailed agenda; (b) curriculum vitae(s) for the individual(s) who will conduct the training; (c) a plan to ensure that all employees receive the required training; and (d) identical trainings in both English and Spanish.

29.02 Amount of Training Required

29.02.01 Non-Supervisory Employees – Spud Seller will provide current non-supervisory employees at least one (1) hour of EEO training within 90 days of the effective date of this Decree, and on an annual basis thereafter for the duration of this Decree. New non-supervisory employees will receive the same training within 30 days of being hired. At least 30 minutes of these trainings must be demarcated specifically for training on sexual harassment, hostile work environment, and gender discrimination. These trainings must be conducted live by an individual(s) not employed by Spud Seller, or by videotape presentation. The trainings must be administered in both English and Spanish format (unless all persons present at the training understand the English language.)

29.02.02 Supervisory and Management Employees and Owner(s) – Within 90 days of the effective date of this Decree, and on an annual basis thereafter for the duration of this Decree, Spud Seller will provide supervisors, managers, and its owner(s) with at least three (3) hours of EEO training, including at least one (1) hour demarcated specifically for

training on sexual harassment, hostile work environment, and gender discrimination. New supervisory and management employees will receive the same training within 30 days of hire or promotion into such positions. These trainings must be conducted live by an individual(s) not employed by Spud Seller, or by videotape presentation. The trainings must be administered in both English and Spanish format (unless all persons present at the training understand the English language.)

29.03 Required Subjects of Training - At a minimum, the EEO training programs shall include the following:

- Instruction in both English and Spanish on the requirements of all applicable equal employment opportunity laws including Title VII, the ADEA, the Americans with Disabilities Act, the Equal Pay Act, and the Pregnancy Discrimination Act, with a particular emphasis on sexual harassment and hostile work environment;
- Training for those persons identified in 29.02.01, must include instructions on the procedures for lodging a complaint with the employer and instructions for filing a charge of discrimination with the Equal Employment Opportunity Commission and the Colorado Civil Rights Division, and must include specific reference to complaints and charges of sexual harassment and hostile work environment, and the current phone number, email, and mailing address of the Denver, Colorado offices of the EEOC and CCRD.

- A review of Spud Seller's non-discrimination employment policies and of the specific requirements of this Decree, with particular emphasis on the complaint procedure, response to complaints, and prohibitions on retaliation.
- Training for those persons identified in 29.02.02 shall include instruction on the proper procedures for responding to employee complaints of discrimination, harassment, and/or retaliation.
- Development and distribution of all EEO trainings and literature in English and Spanish.

30. Modification and Implementation of Policies and Procedures

30.01 Review of Policies - During the first year of this Decree, Spud Seller shall, in consultation with a qualified consultant who is not employed by Spud Seller ("Consultant"), review Spud Seller's existing policies and procedures, and develop and implement new and/or revised policies and procedures, if needed, to ensure equal employment opportunities are afforded to female employees, and to ensure that proper policies and procedures exist for combating and eliminating sexual harassment and hostile work environment in the workplace. During the second and subsequent years of this Decree, Spud Seller may on its own or in consultation with the Consultant, develop additional policy revisions to ensure equal employment opportunities.

30.02 Policies to be Modified or Developed

30.02.01 Procedures to Eliminate Sexual Harassment and Hostile Work

Environment – In consultation with the Consultant, Spud Seller shall develop and implement policies and procedures for effectively reporting, investigating, and eliminating sexual harassment and hostile work environment in the workplace.

30.02.02 Management Evaluation and Accountability Policy - In consultation

with the Consultant, Spud Seller shall develop and implement a management evaluation and compensation system which includes EEO compliance and compliance with this Decree as factors for evaluating manager performance.

31. Consent Decree Monitor

31.01 Appointment of Monitor - Spud Seller and the EEOC have agreed that J. Mark

Baird will be the Consent Decree Monitor (“Monitor”) to oversee the implementation by Spud Seller of the terms of this Decree. The Monitor will have broad powers to effectuate the purposes and enforce the terms of this Decree.

31.02 Replacement of Monitor - In the event the Monitor is unable or unwilling to

continue to serve, the Parties shall jointly select a new Monitor, ensuring that such replacement has the language fluency to adequately communicate and educate the diverse workforce.

31.03 Resolving Disputes Over Monitor Appointment - If, however, the Parties cannot

agree upon a Monitor within 30 days following the notification of a need to replace

the Monitor, the EEOC shall provide Spud Seller with a list of at least three candidates, all three of whom have (or will be provided by Spud Seller with) the language skills to properly oversee implementation of the terms of this Decree, from which list Spud Seller shall select the Monitor.

31.04 Compensation of Monitor - Spud Seller shall compensate the Monitor at an agreed upon rate, and shall reimburse the Monitor's reasonable expenses. Spud Seller shall pay any and all reasonable costs necessary to fulfill the work of the Monitor.

31.05 Cooperation - The Monitor shall, to the maximum extent practicable and consistent with the Monitor's obligations, work cooperatively with Spud Seller so as not to unduly interfere with Spud Seller's operations. Spud Seller agrees to cooperate with the Monitor, to the maximum extent practicable.

31.06 Access to Region, Premises, Employees, and Information - The Monitor shall have reasonable access to relevant documents, premises, employees, and other sources of information necessary to exercise his or her duties under this Decree. The Monitor and the EEOC shall have reasonable access to review all non-privileged records maintained by Spud Seller relating to the implementation or administration of this Decree. The Monitor shall hold semi-annual meetings at the Spud Seller facilities, in both English and Spanish, commencing with the third calendar quarter of 2013, rotating through all shifts, to provide information to the employees and to accept complaints of discrimination.

31.07 Monitor Responsibilities - During the term of the Decree, the Monitor will have the following responsibilities:

- Evaluate whether Spud Seller has taken appropriate and reasonable action to protect female employees from sexual harassment, hostile work environment, and retaliation;
- Review all records documenting employee complaints of discrimination or harassment based on sex, including oral and written complaints, charges of discrimination, and investigative records relating to such complaints.
- Conduct a meeting with Spud Seller owners at six-month intervals and make recommendations regarding compliance with this Decree and other EEO matters;
- Report to the all of the Parties signatory to this Decree.

VII. MONETARY RELIEF

32. Payment to Intervenor/Aggrieved Individuals

32.01 The Spud Seller, Inc. agrees to pay a total amount of \$255,000.00, allocated as follows:

(1) For Compensatory Damages:

To Plaintiff-Intervenor Maria Portillo: \$50,000.00

To Tina Reyes: \$35,000.00

To Shanan Cisneros: \$30,000.00

To Leanda Michelle Villalba: \$15,000.00

To Leticia Salazar: \$15,000.00

To Shane Gomez: \$15,000.00

To Dreamisha Guerrero: \$6,250.00

To Mary Atencio: \$6,250.00

To Joni Mae Marquez Cisneros: \$6,250.00

To April Cordova: \$6,250.00

(2) For Attorneys Fees:

To Colorado Legal Services: \$70,000.00

32.02 Payments to Aggrieved Individuals shall be mailed by certified mail to each

Aggrieved Individual no later than 14 business days after entry of the Decree.

Payments to Intervenor, her counsel, and Colorado Legal Services, Migrant Farm Worker Division, shall be mailed by certified mail no later than 14 business days following the effective date of this Decree.

32.03 Spud Seller will not condition the receipt of individual relief on any Class Member

or Intervenor's agreement or refusal to agree to (a) maintain as confidential the facts underlying this case, anything that happened while they worked at Spud Seller or the terms of this decree, (b) waive her statutory right to file a charge with any federal or state anti-discrimination agency; or (c) waive her right to apply for a position with Spud Seller.

VIII. TAXES

33. Taxes

33.01 Spud Seller shall prepare and distribute tax reporting forms to all individuals and entities who receive payment under this Decree. All payments will be reported on a Form 1099.

33.02 Spud Seller shall make appropriate reports to the Internal Revenue Service and other tax authorities, including without limitation the Colorado Department of Revenue.

33.03 Intervenor, Aggrieved Individuals and any other person or entity receiving payments under this Decree shall be responsible for payment of his, her or its share of taxes owed to any governmental authority as a result of payments under this Decree.

IX. REPORTING AND RECORD KEEPING

34. Document Preservation

34.01 For the duration of the Decree, Spud Seller shall maintain such records as are necessary to demonstrate its compliance with this Decree and to verify that the reports submitted are accurate, including but not limited to the documents specifically identified below.

34.02 While the Decree is in effect, Spud Seller shall retain the following hard-copy (paper or fiche) and computer records of:

- All personnel records and files including all performance appraisals, and records of attendance, production, discipline and termination;
- All Complaints of Discrimination (as defined in Paragraph 9), all records of the investigation of those complaints, and all related records of the investigative and remedial actions taken by Spud Seller;
- All records of employee discipline and discharge, including any investigative records supporting the decision;

- All data used in performance reviews;
- All records documenting the official reason for any employee termination, resignation, reclassification, occupational or job title transition, reassignment, and/or significant change in duties.
- All data and records of EEO trainings.

35. Reports

35.01 Initial Report - Within 120 days of the effective date of this Decree, Spud Seller shall provide EEOC and the Monitor with the following:

- A status report on the project to review and revise existing policies as necessary to ensure equal employment opportunities, as required under Para. 30;
- Development of EEO training programs and verification that all non-supervisory employees, supervisors, managers, and owners have completed training on the terms and provisions of this Decree, as required under Para 29;

35.02 Periodic Reports

35.02.01 During the term of this Decree, Spud Seller shall submit annual reports to EEOC and the Monitor. With each report, Spud Seller shall submit all data in both electronic and hard-copy format.

35.02.02 The first reporting period will begin on the effective date of this Decree, and will end on the last day of the twelfth complete calendar month thereafter. Each subsequent reporting period will be twelve (12) calendar months.

35.02.03 Each report shall contain the following information for the relevant reporting period:

- All records documenting handling of employee Complaints of Discrimination, Harassment, and/or Retaliation (as defined) made during the reporting period, including any records of the complaint, any investigative records, notes of witness interviews, records gathered, investigative reports or recommendations, records reflecting what, if any, remedial steps were taken, and any records documenting the decision-making process.
- A list of all individuals employed by Spud Seller during the reporting period, listed by hire date and categorized by sex, and indicating the employee's termination date, if any, or the employee's resignation date, if any;
- Verification of employee attendance for all EEO training conducted during the reporting period.

35.03 Other Reports. No later than 30 days prior to any scheduled training required by this Decree, Spud Seller shall inform EEOC and the Monitor of the date, time, and location when the training is scheduled to be conducted.

X. ENFORCEMENT OF CONSENT DECREE

36. Enforcement by EEOC - It is expressly agreed that if EEOC concludes that Spud Seller breached this Decree, EEOC may initiate a lawsuit in this Court after complying with the informal resolution procedures required by this Decree.

37. Requirement of Informal Resolution Efforts

37.01 Notice of Dispute - Prior to initiating an action to enforce the Decree, EEOC will provide written notice to Spud Seller of the nature of the dispute. This notice shall specify the particular provision(s) believed to have been breached and a statement of the issues in dispute. The notice may also include a reasonable request for documents or information relevant to the dispute.

37.02 Response to Notice of Dispute - Within 30 business days after service of the Notice of Dispute, Spud Seller will provide the EEOC a written response and provide the requested documents or information.

37.03 Service - Service of the Notice of Dispute and any Responses shall be made by hand-delivery, facsimile transmission, or electronic mail.

37.04 Meeting - After service of the Responses, the Parties will schedule a telephone or in-person meeting to attempt to resolve the dispute.

37.05 Dispute Resolution Period - If the dispute has not been resolved within 60 days after service of the Notice of Dispute, an action to enforce the Decree may be brought in this Court.

38. Expedited proceedings - The provisions of this section do not prevent the EEOC from bringing an issue before the Court when the facts and circumstances require immediate Court action. EEOC's moving papers shall explain the facts and circumstances that necessitate immediate Court action. If the EEOC brings a matter before the Court requiring immediate Court action, copies of the moving papers will be provided to Spud Seller.

XI. MISCELLANEOUS PROVISIONS

39. Amendment - By mutual written consent of all of the Parties hereto, and approval of the Court, this Decree may be amended in the interest of justice and fairness in order to execute the provisions involved.

40. Implementation - Spud Seller agrees to take all steps that may be necessary to fully effectuate the terms of this Decree.

XII. SIGNATURES

SO ORDERED this ____ day of _____, 2013.

BY THE COURT:

United States District Judge

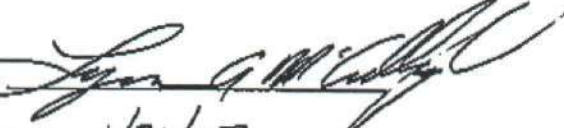
AGREED AND APPROVED:

By Consent:
U.S. Equal Employment Opportunity
Commission

By: _____

Date: _____

The Spud Seller, Inc.

By: 
Date: 1/31/13

Approved as to form:
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

By: _____
William E. Moench, Sr. Trial Attorney
EEOC Denver Field Office
303 E. 17th Ave., Suite 410
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(303) 866-1381
(303) 866-1375 (fax)

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Attorneys for Plaintiff-Intervenor

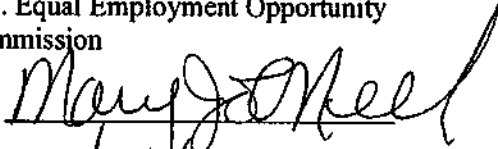
AGREED AND APPROVED:

By Consent:

U.S. Equal Employment Opportunity
Commission

The Spud Seller, Inc.

By:



By: _____

Date:

1/31/13

Date: _____

Approved as to form:

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

THE SPUD SELLER, INC.

By:



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E-Mail: jlee@colegalserv.org

Attorneys for Plaintiff-Intervenor

AGREED AND APPROVED:

By Consent:
U.S. Equal Employment Opportunity
Commission

The Spud Seller, Inc.

By: _____

By: _____

Date: _____

Date: _____

Approved as to form:
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

THE SPUD SELLER, INC.

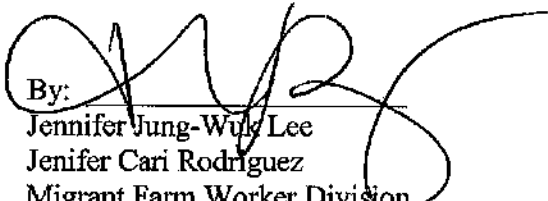
By: _____
William E. Moench, Sr. Trial Attorney
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Attorneys for Plaintiff-Intervenor

ATTACHMENT A

NOTICE TO EMPLOYEES

**THIS NOTICE IS POSTED PURSUANT TO COURT ORDER
EEOC v. The Spud Seller, Inc.,
Civil Action No. 1:10-cv-02381-MSK -KLM**

This Notice is posted pursuant to a Court Order entered in the above-captioned lawsuit in which the United States Equal Employment Opportunity Commission alleged that multiple female employees of The Spud Seller, Inc. suffered from sexual harassment, hostile work environment, discrimination because of sex, and retaliation for complaining about sexual harassment, in violation of Title VII of the Civil Rights Act.

As part of an agreement between the parties in the lawsuit, the U.S. District Court has Ordered:

- Spud Seller is prohibited from engaging in any form of sexual harassment or sex discrimination;
- Spud Seller is prohibited from retaliating against any employee who complains, testifies truthfully regarding, or otherwise opposes unlawful sexual harassment or sex discrimination;
- Spud Seller must maintain records of all complaints of sexual harassment and sex discrimination and any punitive employment actions or disciplines;
- A court approved Monitor has been appointed to ensure that Spud Seller complies with the Court's Order forbidding future sexual harassment or sex discrimination;
- Spud Seller must permit the Monitor to meet with Spud Seller employees in private every six months so that employees can freely report whether they have been subject to or have witnessed other employees subject to sexual harassment, a hostile work environment, or discrimination based on sex;
- Spud Seller must submit regular reports to the Monitor and to the Equal Employment Opportunity Commission;
- Spud Seller is required to provide at least one (1) hour of Equal Employment Opportunity training on an annual basis and to all current non-supervisory employees, and provide training within 30 days of hire to all new employees, 30 minutes of which must include information about sexual harassment and hostile work environment;
- Spud Seller is required to provide at least three (3) hours of Equal Employment Opportunity training to managers, supervisors, and owners.

Please know that Spud Seller will not tolerate any form of sexual harassment or sex discrimination, including but not limited to:

- Unwanted sexual advances;
- Unwanted touching, groping, or other physical or verbal conduct of a sexual nature;

- Sexual comments or innuendo;
- Requests for sexual favors;
- Any demeaning, intimidating, threatening, or hurtful comments or behavior that shows hostility toward individuals because of their sex;
- Treating female employees less favorably than male employees;

If you personally experience or witness any of the above types of behavior or any other form of sexual harassment, hostility, or disparate treatment, you are encouraged to contact one of the following persons, all of whom are equipped to communicate with you in either English and Spanish or can refer you to an individual who can help you who is able to communicate in your preferred language:

- J. Mark Baird, Court Appointed Monitor
2036 E. 17th Avenue
Denver, CO 80206
(303) 813-4500
- Equal Employment Opportunity Commission
303 E. 17th Avenue, Suite 410
Denver, CO 80203
(303) 866-1370

ATTACHMENT B

Letter of Spud Seller

During the course of the above cited litigation, I have learned that you and other female employees have alleged that you were subjected to acts of sexual harassment and discrimination. I strongly disapprove of such conduct and if these acts occurred, I am sorry. I have agreed with the EEOC on a course of action which we believe will help prevent any conduct of this type.

Sincerely,