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6-23-2015

## EEOC v. Z Foods/Zoria Farms

Judge Lawrence J. O'Neil

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## EEOC v. Z Foods/Zoria Farms

### **Keywords**

EEOC, Equal Employment Opportunity Commission, Z Foods, Zoria Farms, 1:13-CV-01544 LJO SKO, Agriculture, Sex, Female, Male, Hostile Work Environment, Retaliation, Sexual Harassment

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**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA**

U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,

Plaintiff,

v.

Z FOODS d/b/a ZORIA FARMS, ZORIA  
FARMS, INC.,

Defendants.

) Case No.: 1:13-CV-01544 LJO SKO

) **CONSENT DECREE**

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Plaintiff United States Equal Employment Opportunity Commission (“EEOC” or “Plaintiff”) and Defendant Zoria Farms Inc. (“Defendant”), including John and Nina Zoria, hereby stipulate and agree to the entry of this Consent Decree (“Decree”) to resolve the Commission’s complaint against Defendant in U.S. Equal Employment Opportunity Commission v. Zoria Farms Inc., et al., Case No. 1:13-CV-1544 LJO SKO (the “Action”). On September 24, 2013, Plaintiff filed this Action in the United States District Court, Eastern District of California, for violations of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. (“Title VII”). The Action alleges Defendants Zoria Farms, Inc. and Z Foods, Inc. violated Title VII by unlawfully subjecting Rosa Mendez and similarly situated female employees and a class of male employees (hereinafter “Claimants”) to sexual harassment, retaliation for engaging in protected activity, and retaliation for their association with employees who engaged in protected activity.

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**I. PURPOSES AND SCOPE OF THE DECREE**

A. The parties to the Decree are EEOC and Defendant Zoria Farms, Inc., John and Nina Zoria (collectively, the “Parties”). The Parties agree that the Action against Zoria Farms Inc. should be fully and completely resolved by entry of the Consent Decree. This Decree does

1 not resolve the EEOC's claims against Z Foods Inc. This Decree shall be binding on and  
2 enforceable against Defendant Zoria Farms, Inc., parents, subsidiaries, officers, and directors.

3 B. The Parties have entered into this Decree for the following purposes:

- 4 1. To provide appropriate monetary and injunctive relief;
- 5 2. To ensure that Defendant's employment practices comply with federal  
6 law;
- 7 3. To ensure a work environment free from discrimination;
- 8 4. To ensure training for Defendant's managers and employees with respect  
9 to the pertinent laws regarding gender discrimination/harassment and  
10 retaliation; and
- 11 5. To provide an appropriate and effective mechanism for handling  
12 complaints of gender discrimination/harassment and retaliation in the  
13 workplace.

## 14 II. RELEASE OF CLAIMS

15 A. This Decree fully and completely resolves and releases all issues, claims,  
16 allegations, and complaints raised by the EEOC on behalf of the claimants against Defendant  
17 Zoria Farms Inc. This Consent Decree resolves any and all claims as to Zoria Farms Inc. only,  
18 including shareholders and officers of Zoria Farms Inc.

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

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

24 D. This Decree in no way affects the EEOC's right to bring, process, investigate, or  
25 litigate other charges that may be in existence or may later arise against Defendant in accordance  
26 with standard EEOC procedures. This Decree shall in no way hinder or affect an individual's  
27 right to file a charge with the EEOC or applicable state agency, participate in a federal or state  
28 investigation, or the EEOC's investigation and determinations into such charges.

1 **III. JURISDICTION**

2 A. The Court has jurisdiction over the Parties and the subject matter of this Action.  
3 The Action asserts claims that, if proven, would authorize the Court to grant the equitable relief  
4 set forth in this Decree.

5 B. The terms and provisions of this Decree are fair, reasonable, and just.

6 C. This Decree conforms with the Federal Rules of Civil Procedure and Title VII and  
7 is not in derogation of the rights or privileges of any person.

8 D. The Court shall retain jurisdiction of this Action during the duration of the Decree  
9 for the purposes of entering any order, judgment, or decree that may be necessary to implement  
10 the relief provided herein.

11 **IV. EFFECTIVE DATE AND DURATION OF DECREE**

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

14 B. Except as otherwise provided herein, this Decree shall remain in effect for five (5)  
15 years after the Effective Date.

16 **V. MODIFICATION AND SEVERABILITY**

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

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

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

28 **VI. COMPLIANCE AND RESOLUTION**



1 Anna Y. Park, Regional Attorney, U.S. Equal Employment Opportunity Commission, 255 East  
2 Temple Street, 4th Floor, Los Angeles, California, 90012.

3 **VIII. GENERAL INJUNCTIVE RELIEF**

4 A. Anti Discrimination

5 Defendant, its officers, agents, management (including all supervisory employees),  
6 successors, and assigns, are hereby enjoined from: (a) engaging in harassment of any person(s)  
7 on the basis of his/her gender; (b) engaging in or being a party to any action, policy, or practice  
8 that discriminates and/or creates a hostile work environment on the basis of any employee's sex;  
9 and/or (c) creating, facilitating, or permitting the existence of a work environment that is hostile  
10 to employees on the basis of sex.

11 B. Retaliation

12 Defendant, its officers, agents, management (including all supervisory employees),  
13 successors, assigns and all those in active concert or participation with them, or any of them, are  
14 hereby enjoined to not engage in, implement, or permit any action, policy or practice that  
15 retaliates against any current or former employee or applicant of Defendant or its successors  
16 because he/she has in the past, or during the term of this Decree, either: (a) opposed any practice  
17 made unlawful under Title VII; (b) filed a charge of discrimination alleging such practice; (c)  
18 testified or participated in any manner in any investigation (including, without limitation, any  
19 internal investigation undertaken by Defendant or its successors) or proceeding in connection  
20 with this Action or relating to any claim of a Title VII violation; (d) been identified as a possible  
21 witness or claimant in this Action; (e) asserted any rights under this Decree; (f) sought and/or  
22 received any relief in accordance with this Decree; or (g) are associated with an employee who  
23 has engaged in the activities set forth in Section VIII(B).

24 **IX. SPECIFIC INJUNCTIVE RELIEF**

25 A. Equal Employment Opportunity Monitor

26 1. Within sixty (60) days after the Operational Date, defined in Section IX.F.  
27 below, Defendant shall retain a third party Equal Employment Opportunity Monitor ("Monitor")  
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1 with demonstrated experience in areas of employment discrimination and retaliation. The  
2 Monitor shall monitor Defendant's compliance with Title VII and the provisions of this Decree.

3           2. The Monitor shall be subject to the EEOC's approval, which shall not be  
4 unreasonably withheld. The EEOC shall provide Defendant with a list of at least three (3)  
5 suggested candidates acceptable to the EEOC and from which Defendant shall select the  
6 Monitor. Defendant shall bear all costs associated with the selection and retention of the  
7 Monitor and the performance of his/her duties. Should the Monitor be unable or unwilling to  
8 continue as Monitor for the duration of the Decree, the procedures set forth in IX.A.1 shall also  
9 apply to the selection of a new Monitor.

10           3. The Monitor's responsibilities shall include:

- 11           a. Reviewing and revising Defendant's policies and procedures, including its  
12 complaint procedures, relating to discrimination and retaliation, to ensure that  
13 they fully comply with Title VII and the requirements set forth in this Decree;
- 14           b. Ensuring Defendant's compliance with the terms of the Decree;
- 15           c. Ensuring Defendant maintains policies and procedures that effectively carry  
16 out its obligations under Title VII and this Decree;
- 17           d. Ensuring that all employees are trained on their rights and responsibilities  
18 under Title VII and this Decree, including but not limited to Defendant's  
19 responsibilities and policies regarding harassment and retaliation;
- 20           e. Ensuring that all employees are trained on how to complain regarding  
21 harassment and retaliation as well as monitoring Defendant's investigation  
22 into such information;
- 23           f. Ensuring Defendant has procedures in place to promptly and effectively  
24 handle complaints of harassment and retaliation;
- 25           g. Monitoring Defendant's investigations to:
- 26                i. Ensure that investigations are conducted in an effective manner;
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- 1                   ii. Ensure that Defendant properly communicates with complainants  
2                   regarding the complaint procedure, status of the investigation, results  
3                   of the investigation, and any remedial action taken; and  
4                   iii. Ensure that Defendant adequately monitors the workplace after  
5                   complaints to ensure no retaliatory actions are taken against the  
6                   complainant.

7                   h. Ensuring that Defendant creates a centralized system of tracking  
8                   discrimination, harassment, and retaliation complaints, as required by this  
9                   Decree;

10                  i. Preparing a semi-annual report to the EEOC on Defendant’s progress and its  
11                  compliance under this Decree;

12                  j. Providing updates to the EEOC regarding Defendant’s compliance with the  
13                  terms of the Decree; and

14                  k. Ensuring that all reports required by this Decree are accurately compiled and  
15                  timely submitted.

16                  B.     Policies and Procedures

17                  Within thirty (30) days of the Operational Date, Defendant shall review, revise,  
18                  implement, and distribute its companywide policies and procedures regarding employment  
19                  discrimination prohibited by Title VII (the “Policy”) in English and Spanish.

20                         1.     Revision of Policy

21                  Within thirty (30) days of the Operational Date, Defendant, with the assistance of its  
22                  Monitor, shall review and, if necessary, revise its policy on discrimination and retaliation. The  
23                  revised policy shall include:

- 24                         a. A clear explanation of prohibited conduct under the Policy, including an  
25                         explanation that harassment and discrimination on the basis of race, color,  
26                         national origin, sex, age, disability, creed/religion, or any other protected class,  
27                         and retaliation is prohibited with a particular emphasis that the company will not  
28                         tolerate any incidents of sexual harassment or retaliation;

- b. An assurance that employees who make complaints of harassment/discrimination or provide information related to such complaints will be protected against retaliation;
- c. A clearly described complaint process that provides accessible and confidential avenues for complaints, including information regarding an internal and external person whom employees may report incidents of discrimination and retaliation;
- d. An assurance that Defendant will protect the confidentiality of complainants to the extent possible from being disclosed to those persons who do not need to know;
- e. Assurances that the complaint process will include a prompt, thorough, and impartial investigation;
- f. A procedure for communicating with the complainant regarding the status of the complaint/investigation, results of the investigation, and any remedial action taken;
- g. An instruction that supervisors and managers shall report to human resource personnel incidents of harassment, discrimination, or retaliation that they witness or are aware of; and
- h. Assurances that Defendant will take immediate and appropriate corrective action if it determines that harassment/discrimination and/or retaliation has occurred.

2. Procedure for Tracking Complaints

Defendant further agrees that the Policy described in Section IX.B.1 shall describe the process by which Defendant's employees will handle complaints of discrimination. The Policy shall at minimum provide that (1) upon a complaint by an employee or any other form of notice, the employee receiving the complaint shall inform their immediate supervisor and Human Resources; (2) Human Resources shall conduct a prompt and thorough investigation of all complaints, including but not limited to interviewing the complaining party/victim, the alleged perpetrator, and all available or identifiable witnesses; (3) Human Resources shall regularly meet with and update the complaining party/victim of the status of the investigation; (4) Human

1 Resources and Defendant's employees shall take all reasonable steps to maintain confidentiality;  
2 (5) at the conclusion of the investigation, Defendant shall take all appropriate steps to remedy  
3 and prevent future incidents of discrimination, harassment, and retaliation; and (6) Defendant  
4 shall monitor the work place subsequent to the investigation to ensure that no retaliatory acts  
5 have been taken against the complaining party/victim. Defendant further agrees to implement,  
6 with the assistance of the Monitor, a centralized system for tracking, gathering, and retaining  
7 discrimination, harassment, and retaliation complaints.

8                   3.       Distribution of Policy

9                   Within forty-five (45) days of the Operational Date of this Decree, Defendant shall  
10 provide to the EEOC a copy of the revised Policy. Within sixty (60) days of the Operational  
11 Date and annually thereafter, Defendant shall ensure that it has distributed the Policy to all  
12 employees in a language the employee understands. Within seventy-five (75) days of the  
13 Operational Date, Defendant shall submit to the EEOC a statement confirming the distribution of  
14 the Policy.

15                  Within thirty (30) days of the hire date of any person hired after the initial distribution but  
16 within the term of the Decree, Defendant shall ensure that it has distributed the Policy to that  
17 employee in a language the employee understands. On an annual basis for the duration of the  
18 Decree, Defendant shall submit to the EEOC a statement confirming the distribution of the  
19 Policy to any person hired after the initial distribution but within the term of the Decree.

20                  Within sixty (60) days of the Operational Date, Defendant shall ensure that it has  
21 physically posted the Policy in legible font in English and Spanish. The Policy shall be posted in  
22 a conspicuous place at all Defendant's facilities in an area accessible to all employees. Within  
23 seventy-five (75) days of the Operational Date, Defendant shall submit to the EEOC a statement  
24 confirming the posting of the Policy.

25                   C.       Performance Evaluations

26                  Within thirty (30) days of the Operational Date, Defendant shall create a provision in the  
27 annual performance evaluation of its managers, supervisors, and human resources personnel to  
28 hold individuals accountable for failing to appropriately remedy or report incidents of

1 harassment/discrimination, or retaliation for engaging in harassment/discrimination or retaliation,  
2 and for failing to comply with Defendant's policies and procedures regarding harassment,  
3 retaliation, or discrimination.

4 D. Posting of Notice of Consent Decree and Settlement

5 Within thirty (30) days of the Operational Date and for the duration of the Decree,  
6 Defendant shall ensure that it has posted the Notice of Consent Decree and Settlement (attached  
7 to this Decree as Attachment A) in a conspicuous place accessible at all of Defendant's facilities.  
8 Within thirty (30) days of the Operational Date and annually thereafter, Defendant shall submit  
9 to the EEOC a statement confirming the posting of the Notice of Consent Decree and Settlement.

10 E. Training

11 1. Training of All Employees

12 Within sixty (60) days of the Operational Date and annually thereafter, Defendant shall  
13 provide training, lasting at least one hour in duration to all Defendant's employees. The training  
14 shall be in a language the employees understand and shall cover the Policy, Defendant's  
15 complaint process, and federal laws regarding employment discrimination with a particular  
16 emphasis on gender discrimination/harassment and retaliation. The training shall be in person  
17 and have interactive components. Where an employee is unable to attend the scheduled training,  
18 Defendant shall provide a live training at an alternative session within sixty (60) days of the  
19 training. All persons required to attend such training shall verify their attendance in writing.

20 Within sixty (60) days of the hire date of any non managerial employee hired after the  
21 annual training but within the term of the Decree, Defendant shall provide a live training of at  
22 least one hour duration. The training shall be in a language employees understand and shall cover  
23 the Policy, Defendant's complaint process, and federal laws regarding employment  
24 discrimination with a particular emphasis on gender discrimination/harassment and retaliation.  
25 All persons required to attend such training shall verify their attendance in writing.

26 2. Managerial Training

27 Within sixty (60) days of the Operational Date and annually thereafter, Defendant shall  
28 provide an additional training to managers, supervisors, hiring officials, and human resources or

1 compliance staff members. The training shall be at least one hour in duration and be in a  
2 language employees understand. The live and interactive training shall cover: manager's  
3 obligations and responsibilities under Defendant's Policy, Defendant's complaint process and  
4 procedures, procedures and steps supervisors and managers shall take in responding to incidents  
5 of discrimination or retaliation which they become aware of, and federal laws regarding  
6 employment discrimination. Where an employee is unable to attend the scheduled training,  
7 Defendant shall provide a live training at an alternative session within sixty (60) days of the  
8 training. All persons required to attend such training shall verify their attendance in writing.

9         Within sixty (60) days of the hire date of any manager, supervisor, hiring official, or  
10 human resources/compliance staff member hired after the annual training, Defendant shall  
11 provide a live training of at least one hour duration in a language the employee understands.  
12 The training shall cover the Policy, Defendant's complaint process, and federal laws regarding  
13 employment discrimination with a particular emphasis on gender discrimination/harassment and  
14 retaliation. Where a manager, supervisor, or human resource personnel misses or is unable to  
15 attend the scheduled training, Defendant shall provide the live training at an alternative session  
16 within sixty (60) days of the training. All persons required to attend such training shall verify  
17 their attendance in writing.

### 18                     3.       Verification

19         Within ninety (90) days of the Operational Date and annually thereafter, Defendant shall  
20 produce to the EEOC documents verifying the occurrence of all training sessions conducted as  
21 required under this Decree, including the written training materials used, a description of the  
22 training provided, a list of the individuals who conducted the training, and a list of the names and  
23 job titles of attendees at each training session.

24         The EEOC shall have the right to attend the trainings described in the Decree. Thirty  
25 (30) days prior to any training, Defendants shall provide written notice to EEOC including the  
26 time, location, name and contact information of the trainer. The written notice shall be sent via  
27 U.S. Mail to the attention of Anna Y. Park, Regional Attorney, U.S. Equal Employment  
28 Opportunity Commission, 255 East Temple Street, 4th Floor, Los Angeles, California, 90012.

1 F. Operational Date

2 The provisions contained in Section IX shall only be effective upon the date John and/or  
3 Nina Zoria become owners, operators, or otherwise have controlling interest of a business which  
4 employs more than fifteen (15) employees, as defined in Title VII (the “Operational Date”).  
5 Within fifteen (15) days of the Operational Date, Defendant shall provide written notice of the  
6 existence of the business, including the name and address of the business along with any  
7 applicable filings with the Secretary of State, to Anna Y. Park, Regional Attorney, U.S. Equal  
8 Employment Opportunity Commission, 255 East Temple Street, 4th Floor, Los Angeles,  
9 California, 90012.

10 G. Record Keeping

11 Within thirty (30) days of the Operational Date, Defendant shall establish a record-  
12 keeping procedure that provides for the centralized tracking of harassment complaints as well as  
13 the monitoring of such complaints, including the identities of the parties involved. The records  
14 to be maintained shall include all documents generated through the duration of the Decree in  
15 connection with Defendant’s compliance with the Decree, any complaints regarding harassment,  
16 any investigation into the complaint, and any resolution of the complaint. Defendant shall also  
17 track records of the complaint to enable the Monitor to identify any repeat offenders and  
18 supervisors who repeatedly fail to prevent and correct discrimination or retaliation. Defendant  
19 shall make such records available for the EEOC’s inspection within thirty (30) days of the  
20 EEOC’s written request.

21 H. Reporting

22 The Monitor shall regularly report throughout the duration of the Decree to the EEOC  
23 about Defendant’s compliance with the terms of the Decree. Defendant through the Monitor  
24 shall also prepare a semi-annual report on Defendant’s progress and its compliance under this  
25 Decree. Additionally, Defendant through the Monitor shall provide the following semi annual  
26 reports to the EEOC:

- 27 1. The attendance lists for all training sessions required under this Decree  
28 that occurred since the previous report;



1 Defendant's facilities, or any other material change in corporate structure. Defendant shall  
2 simultaneously inform the EEOC of any such agreement for acquisition, assumption of control,  
3 or other material change in corporate structure.

4 B. During the term of this Decree, Defendant shall assure that each of its officers,  
5 managers, and supervisors is aware of any term(s) of this Decree which may be related to his/her  
6 job duties.

7 C. Unless otherwise stated, all notices, reports and correspondence required under  
8 this Decree shall be delivered to the attention of Anna Y. Park, Regional Attorney, U.S. Equal  
9 Employment Opportunity Commission, 255 East Temple Street, 4th Floor, Los Angeles,  
10 California, 90012; facsimile number (213) 894-1301.

11 D. This Decree may be signed in counterparts. A facsimile signature shall have the  
12 same force and effect of an original signature or copy thereof.

13 **XI. COSTS AND ATTORNEYS' FEES**

14 Defendant shall bear all costs associated with its administration and implementation of its  
15 obligations under this Decree, including but not limited to the distribution of the settlement  
16 money. Each party shall bear its own costs of suit and attorneys' fees.

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

3 Respectfully Submitted,

4 U.S. EQUAL EMPLOYMENT  
5 OPPORTUNITY COMMISSION  
6 Anna Y. Park

7 Date: \_\_\_\_\_

8 By: \_\_\_\_\_

9 Anna Y. Park  
10 Attorneys for Plaintiff EEOC

11 ZORIA FARMS INC

12 Date: \_\_\_\_\_

13 By: \_\_\_\_\_

14 John Zoria

15 ZORIA FARMS INC

16 Date: \_\_\_\_\_

17 By: \_\_\_\_\_

18 Nina Zoria  
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**ORDER**

**GOOD CAUSE APPEARING:**

The Court hereby finds that compliance with all provisions of the foregoing Decree is fair and adequate. The Court hereby retains jurisdiction for the term of the foregoing Consent Decree, and the provisions thereof are hereby approved.

IT IS SO ORDERED.

Dated: **June 23, 2015**

**/s/ Lawrence J. O'Neill**  
UNITED STATES DISTRICT JUDGE