



Cornell University
ILR School

Cornell University ILR School
DigitalCommons@ILR

Consent Decrees

Labor and Employment Law Program

9-15-2015

Equal Employment Opportunity Commission v. VXI Global Solutions, Inc., d/b/a VXI Global Solutions, LLC

Judge John F. Walter

Follow this and additional works at: <https://digitalcommons.ilr.cornell.edu/condec>

Thank you for downloading this resource, provided by the ILR School's Labor and Employment Law Program. Please help support our student research fellowship program with a gift to the Legal Repositories!

This Article is brought to you for free and open access by the Labor and Employment Law Program at DigitalCommons@ILR. It has been accepted for inclusion in Consent Decrees by an authorized administrator of DigitalCommons@ILR. For more information, please contact hlmdigital@cornell.edu.

Equal Employment Opportunity Commission v. VXi Global Solutions, Inc., d/b/a VXi Global Solutions, LLC

Keywords

Equal Employment Opportunity Commission, EEOC, E.E.O.C., VXi Global Solutions Inc., VXi Global Solutions LLC, Services, Hostile Work Environment, Retaliation, Sex, Female, Employment Law, Title VII, Consent Decree, 2:14--07444-JFW-RZ

1 Anna Y. Park, SBN 16424
Sue J. Noh, SBN 192134
2 Lorena Garcia-Bautista, SBN 234091
3 Nakkisa Akhavan, SBN 286260
4 UNITED STATES EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
255 East Temple Street, 4th Floor
5 Los Angeles, CA 90012
Telephone: (213) 894-1108
6 Facsimile: (213) 894-1301

7 Attorneys for Plaintiff
8 UNITED STATES EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

9
10 Thomas Petrides, SBN 117121
Vedder Price
1925 Century Park East, Suite 1900
11 Los Angeles, CA 90067
Telephone: (424) 204-7756
12 Facsimile: (424) 204-7702

JS-6

13 Attorney for Defendant
VXI GLOBAL SOLUTIONS, INC.,
14 A/K/A VXI GLOBAL SOLUTIONS, LLC

15 **UNITED STATES DISTRICT COURT**
16 **FOR THE CENTRAL DISTRICT OF CALIFORNIA**

17 U.S. EQUAL EMPLOYMENT)
18 OPPORTUNITY COMMISSION,)
19 Plaintiff,)

No. 2:14--07444-JFW-RZ

CONSENT DECREE

20 v.)

21 VXI GLOBAL SOLUTIONS, INC. A/K/A)
22 VXI GLOBAL SOLUTIONS, LLC)
23 Defendants)
24)

Honorable John F. Walter
U.S. District Judge

25
26
27
28

1 **I. INTRODUCTION**

2 Plaintiff U.S. Equal Employment Opportunity Commission (the “EEOC” or
3 “Commission”) and Defendant VXI Global Solutions, LLC previously VXI Global Solutions,
4 Inc. (hereinafter “Defendant”) hereby stipulate and agree to entry of this Consent Decree to
5 resolve the Commission’s Complaint, filed under Title VII of the Civil Rights Act of 1964, as
6 amended, 42 U.S.C. § 2000e *et seq.* (“Title VII”). The EEOC alleges Defendant engaged in
7 unlawful employment practices by subjecting Charging Parties and other similarly situated
8 individuals to a sexually hostile work environment and/or retaliation in violation of §§703(a) and
9 704(a) of Title VII, 42 U.S.C. § 2000e-2(a), 2000e-3(a).

10 **II. PURPOSES AND SCOPE OF THE CONSENT DECREE**

11 A. In the interest of resolving this matter, the Commission and Defendant
12 (hereinafter “the Parties”) have agreed that this action should be finally settled by entry of this
13 Consent Decree (“Decree”). This Decree shall be binding on and enforceable against Defendant
14 and its officers, directors, agents, successors and assigns. The scope of this Decree is company-
15 wide unless otherwise noted. The Parties have entered into this Decree for the following
16 purposes:

- 17 1. To provide appropriate monetary and injunctive relief;
- 18 2. To ensure that Defendant’s employment practices comply with Title VII;
- 19 3. To ensure a work environment free from sex harassment and retaliation;
- 20 4. To ensure training for Defendant’s managers, supervisors, human resource and
21 other employees with respect to their obligations and rights under Title VII;
- 22 5. To review and update Defendant’s procedures for handling harassment and
23 retaliation complaints;
- 24 6. To provide an appropriate and effective mechanism for receiving and handling
25 discrimination, harassment and retaliation complaints in the workplace; and
26 7. To avoid the time, expense, and uncertainty of further litigation.

1 C. This Decree conforms to the Federal Rules of Civil Procedure and Title VII and
2 does not derogate the rights or privileges of any person.

3 D. Entry of this Decree will further the objectives of Title VII and will be in the best
4 interest of the Parties.

5 E. The Court shall retain jurisdiction over this Action for the duration of the Decree
6 for the purposes of entering all orders, judgments and decrees that may be necessary to fully
7 implement the relief provided herein.

8 **V. EFFECTIVE DATE AND DURATION OF DECREE**

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

11 B. Except as otherwise provided herein, this Decree shall remain in effect for four
12 (4) years after the Effective Date.

13 C. The Decree will otherwise expire on its own terms four years after the Effective
14 Date, unless the EEOC motions the Court for an extension as provided in Section VI below and
15 the Court grants the extension.

16 **VI. COMPLIANCE AND DISPUTE RESOLUTION**

17 A. If the Commission has reason to believe that Defendant has in any way failed to
18 comply with any provision of this Decree, the Commission may bring a motion before this Court
19 to enforce the Decree. Before filing such a motion, however, the Commission shall notify
20 Defendant and its legal counsel of record, in writing, of the nature of the dispute. This notice
21 shall specify the particular provision(s) with which the Commission believes Defendant has
22 failed to comply and identify how it has failed to comply. Absent a showing that the delay will
23 cause irreparable harm, Defendant shall have thirty (30) days from the date of notice (“Dispute
24 Resolution Period”) to attempt to resolve or cure the alleged breach.

25 B. The Parties agree to cooperate with each other and use their best efforts to resolve
26 any dispute raised by the EEOC and to identify and address appropriate remedies, including
27 meetings or discussions between the EEOC, Defendant, and the Equal Employment Opportunity
28

1 Consultant, if necessary.

2 C. After the Dispute Resolution Period has passed with no resolution or agreement to
3 extend the time further, the Commission may petition the Court for resolution of the dispute
4 seeking all available relief, including an extension of the duration of the Decree.

5 **VII. MODIFICATION AND SEVERABILITY**

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

10 B. If one or more provisions of this Decree are rendered unlawful or unenforceable,
11 the Parties shall make good faith efforts to agree upon the appropriate amendments to this
12 Decree necessary to effectuate its purposes. If the Parties are unable to reach agreement, the
13 Court shall order the appropriate alternative provisions necessary in the interests of justice and
14 fairness to effectuate the purposes of the Decree. Should one or more provisions of this Decree
15 be deemed unlawful, all other provisions shall remain in full force and effect.

16 **VIII. MONETARY RELIEF**

17 A. In settlement of this lawsuit, Defendant shall pay a total of \$600,000.00 in
18 monetary relief established in a Settlement Fund to which the EEOC shall have sole discretion as
19 to the distribution. Defendant shall pay \$600,000.00 to the Settlement Fund within ten (10) days
20 after the Effective Date, or by July 31, 2015, which ever date occurs later.

21 B. Following Court approval of this Consent Decree, the monies in the Settlement
22 Fund shall be distributed, at the sole discretion of the EEOC, amongst the nine (9) Charging
23 Parties and the Claimants in this Action. The EEOC shall provide Defendant with a Distribution
24 List identifying each Charging Party and the Claimant's portion and amount of monetary relief,
25 and the name and address to which each Charging Party and the Claimants' portion and amount
26 of monetary relief shall be delivered. Defendant shall send a check, via certified mail, to each
27 Charging Party and Claimant in the amount specified within five (5) business days of the
28

1 Distribution List.

2 C. If any of the checks are returned to Defendant as undeliverable, Defendant shall
3 immediately notify the EEOC and cooperate with the EEOC to make sure the checks are reissued
4 to the Charging Parties and/or the Claimants as soon as possible.

5 D. The EEOC has designated the monies to be paid to the nine (9) Charging Parties
6 and the Claimants as non-wage compensation under Title VII and no tax withholding shall be
7 made. Defendant shall prepare and distribute 1099 tax reporting forms to each Charging Party
8 and Claimant and shall make appropriate reports to the Internal Revenue Service and other tax
9 authorities. Defendant shall be solely responsible for any costs associated with the issuance and
10 distribution of a 1099 tax reporting form to the Charging Parties and Claimants. The Charging
11 Parties and the Claimants shall be solely responsible for taxes payable, if any, on their respective
12 portion of the settlement proceeds. Neither the EEOC nor Defendants make any representation
13 to the Charging Parties and the Claimants, or assume any responsibility for any tax liability,
14 assessments, interest, penalties, and/or costs that the Charging Parties and the Claimants may
15 incur on such payments under local, state and/or federal law.

16 E. Within five (5) business days of the issuance of each settlement check and any
17 1099 form, Defendant shall provide a copy of each check and related correspondence to the
18 Regional Attorney, Anna Y. Park, U.S. Equal Employment Opportunity Commission, 255 East
19 Temple Street, 4th Floor, Los Angeles, CA 90012.

20 F. To the extent for any reason any portion of the Settlement Fund cannot be
21 distributed, then any undistributed portion of the Settlement Fund may be retained by Defendant
22 for the purposes of providing additional training or used for additional efforts towards
23 compliance of this Decree.

24 **IX. CLAIMANT SPECIFIC INJUNCTIVE RELIEF**

25 Within thirty (30) days of the Effective Date of this Decree, Defendant shall:

26 A. remove from the personnel files of each Charging Party and/or Claimant any
27 references to the charges of harassment or discrimination filed against Defendant or the Charging
28

1 Party and/or Claimant's participation in this Action;

2 B. to the extent that Defendant maintains records of the charges of harassment or
3 discrimination, or any Charging Party or Claimant's involvement in the Action, such records
4 must be maintained separately from the Charging Party and/or Claimants' personnel files;

5 C. provide a neutral employment reference, which is limited to verifying whether the
6 Charging Party or Claimant was employed by Defendant, the last position in which the Charging
7 Party or Claimant was employed, the duration of employment with Defendant, and confirmation
8 of salary or wages if requested; and

9 D. to the extent that a Charging Party and/or Claimant continues to work for
10 Defendant, take reasonable steps to ensure that the Charging Party and/or the Claimant does not
11 suffer discrimination, harassment, or retaliation.

12 **X. GENERAL INJUNCTIVE RELIEF**

13 A. Non-Discrimination and Non-Retaliation

14 1. *Non-Discrimination (Harassment)*

15 Defendant, its directors, officers, agents, management (including all supervisory
16 employees), successors, assigns, and all those acting in concert or participation with them, or any
17 of them, shall be enjoined during the duration of the Decree from:

- 18 (a) discriminating against any employee in violation of Title VII on the basis of sex,
19 including sexual harassment;
- 20 (b) engaging in or being a party to any action, policy or practice that is intended or is
21 known to them to have the effect of discriminating against any employee in
22 violation of Title VII on the basis of sex, including sexual harassment; or
- 23 (c) creating, facilitating, or permitting a hostile work environment in violation of
24 Title VII on the basis of sex.

25 2. *Non-Retaliation*

26 Defendant, its directors, officers, agents, management (including all supervisory
27 employees), successors, assigns, and all those acting in concert or participation with them, or any
28

1 of them, shall be enjoined from engaging in, implementing, or permitting any action, policy or
2 practice that constitutes retaliation in violation of Title VII against any current or former
3 employee or applicant because he or she has in the past or during the term of this Decree:

- 4 (1) opposed any practice that he or she believed to be discriminatory, harassing or
5 retaliatory in violation of Title VII;
- 6 (2) filed a charge with the EEOC alleging such a practice;
- 7 (3) testified or participated in any manner in any investigation (including any internal
8 investigation undertaken by Defendant), any proceeding in connection with this
9 Action, and/or relating to any claim of a Title VII violation;
- 10 (4) was identified as a possible witness or claimant in this Action;
- 11 (5) asserted any rights under this Decree; or
- 12 (6) sought and/or received any relief in accordance with this Decree.

13 B. Posting

14 Within ten (10) business days after the Effective Date and throughout the term of this
15 Decree, Defendant shall post a notice (attached as “Exhibit A”) of the terms of this Decree in a
16 clearly visible location frequented by its employees at Defendant’s Los Angeles facility. The
17 postings shall remain posted for the duration of this Decree.

18 C. Equal Employment Opportunity Consultant

19 Within thirty (30) days after the Effective Date, Defendant shall retain an Equal
20 Employment Opportunity Consultant (“Consultant”) mutually acceptable to the Parties to
21 monitor Defendant’s compliance with Title VII and this Decree. The Consultant shall have
22 demonstrated experience in the area of employment discrimination and sexual harassment issues.
23 Defendant is to choose a Consultant from the list of suggested Consultant candidates acceptable
24 to the EEOC as previously provided to Defendant by the Commission. If the parties cannot
25 agree to a Consultant, the parties will be required to file a motion for the magistrate judge to
26 select the Consultant. Defendant shall bear all costs associated with the selection and retention
27 of the Consultant and the performance of the Consultant’s duties. For the term of the Decree, the
28

1 Consultant's responsibilities shall include:

2 1. Ensuring that Defendant's policies and procedures, including its complaint
3 procedures relating to harassment, discrimination and retaliation, fully comply with Title VII and
4 all requirements set forth in this Decree;

5 2. Ensuring that all employees, including management, supervisory, and human
6 resources employees, are trained regarding their rights and responsibilities under Title VII and
7 this Decree, including the responsibility to provide a workplace free of sexual harassment and
8 retaliation;

9 3. Ensuring that all employees, including management, supervisory, and human
10 resources employees, are trained on Defendant's applicable policies and procedures relating to
11 sexual harassment and retaliation, including Defendant's internal complaint procedures;

12 4. Ensuring all applicable human resource employees have the skill level to
13 effectuate the requirements of Title VII and of the Decree.

14 5. Monitoring investigations of any complaint of sexual harassment or retaliation
15 made to Defendant during the term of this Decree to ensure compliance with Title VII and this
16 Decree, and ensuring that Defendant properly communicates with complainants as required by
17 this Decree;

18 6. Ensuring that Defendant creates a centralized system of tracking sexual
19 harassment and retaliation complaints, as required by this Decree;

20 7. Review complaints of sexual harassment or retaliation made to Defendant's toll-
21 free complaint hotline to ensure that Defendant is acting appropriately in following through with
22 complaints of sexual harassment and/or retaliation.

23 8. Ensuring that Defendant's performance and discipline policies hold employees
24 and managers accountable for, as applicable, failing to take appropriate action regarding
25 complaints of discrimination, harassment or retaliation, or for engaging in conduct prohibited
26 under Title VII or this Decree;

27 9. Conducting surveys as described below in Section X.D.;

1 10. Ensuring that Defendant accurately compiles and timely submits all reports
2 required by this Decree;

3 11. Monitoring the Charging Parties and/or the Claimants who participated in this
4 lawsuit and who continue to be employed by Defendant to ensure that they have not been
5 subjected to any retaliation and/or harassment. The Consultant shall contact these individuals
6 every six (6) months;

7 12. Ensuring that Defendant's Human Resources has an open door policy, and is
8 easily accessible to the employees; and

9 13. Ensuring Defendant's full compliance with the spirit and terms of this Decree.

10 D. EEO Compliance Surveys

11 1. The Consultant shall prepare a survey to be distributed to a random sampling of
12 employees located at Defendant's Texas and Ohio locations (approximately 10%) and
13 California/Los Angeles location (approximately 5%) or as otherwise determined necessary by
14 the Consultant. The survey shall be distributed after the final policies and complaint procedures
15 (as described below) are distributed to the employees and after the initial training at those
16 locations to ensure that the policies and procedures have been received by the employees and to
17 ensure compliance with the anti-harassment and anti-retaliation policies and procedures unless
18 the Consultant deems appropriate another time frame. The survey shall instruct the employees to
19 return their responses directly to the Consultant in a pre-addressed stamped envelope to be
20 provided with the survey. The Consultant will work with Defendant's legal counsel to help
21 develop and prepare the survey.

22 2. Any survey responses that identify recent sexual harassment or retaliation issues
23 shall be promptly investigated by Defendant upon notification by the Consultant, and will require
24 prompt and effective remedial action.

25 3. To the extent the survey identifies any particular area or location where there are
26 multiple problems of sexual harassment and/or retaliation reported, the Consultant may identify
27 that Defendant provide additional training and/or determine to issue additional surveys at that
28

1 location.

2 4. The results of the survey shall be evaluated by the Consultant and a summary of
3 the results shall be submitted to the EEOC by the Consultant as part of the report as set forth
4 below.

5 E. Policies Concerning Discrimination, Harassment and Retaliation

6 1. Within sixty (60) days after the Effective Date, Defendant shall review and as
7 necessary revise its policies and procedures on discrimination, harassment and retaliation (“final
8 policy”) as described below.

9 2. The final policy shall include:

10 (a) a clear explanation of prohibited conduct in violation of Title VII,
11 including on the basis of sex, including examples;

12 (b) a complete copy of the final internal complaint procedure described below
13 in sub-section F.

14 3. The final policy shall also include assurance that Defendant shall:

15 (a) hold all employees, including management, supervisory, lead and human
16 resources employees, accountable for engaging in conduct prohibited under Title VII or this
17 Decree; and

18 (b) hold all management, supervisory, and human resources employees
19 accountable for failing to take appropriate corrective action to prevent discrimination,
20 harassment, or retaliation under Title VII or this Decree.

21 F. Complaint Procedure

22 1. Within sixty (60) days after the Effective Date, Defendant shall review and as
23 necessary revise its complaint procedure as described below.

24 2. The internal complaint procedure shall clearly state that:

25 (a) any employee who believes that he or she has suffered discrimination,
26 harassment or retaliation may file an internal complaint using Defendant’s internal complaint
27 procedure, or may file an external complaint to any appropriate agency, or both;

1 (b) employees may initiate an internal complaint verbally or in writing to any
2 appropriate person, and that no special form is required to initiate the complaint;

3 (c) Defendant shall not tolerate retaliation against any employee for use of the
4 internal complaint procedure or any external complaint procedure, for assisting in the
5 investigation of a complaint or for otherwise assisting in a complaint;

6 (d) the internal complaint procedure does not replace the right of any
7 employee to file a charge or complaint of discrimination, harassment or retaliation under any
8 available municipal, state, or federal law, and will provide contact information for EEOC and
9 applicable state Fair Employment Practice (FEP) agencies; and

10 (e) if an allegation of discrimination, harassment or retaliation against any
11 employee is substantiated, then such conduct will result in appropriate discipline, up to and
12 including discharge.

13 3. The internal complaint procedure shall ensure that Defendant will:

14 (a) maintain the confidentiality of the complaint, complainant and the
15 investigation to the extent reasonably practicable and consistent with Defendant's obligation to
16 investigate the complaint;

17 (b) take reasonable steps to promptly resolve complaints;

18 (c) promptly commence a thorough investigation that shall be conducted by a
19 person trained to conduct such investigations who is not accused of misconduct in the complaint;

20 (d) interview the relevant witnesses, including the complainant, and review all
21 relevant documents (the investigation may include a request that the relevant witnesses,
22 including the complainant, either provide a written statement to the investigator or review and
23 acknowledge a written statement prepared by the investigator;

24 (e) communicate with the complainant in writing regarding the results of the
25 investigation and any remedial action taken; and

26 (f) track investigations and maintain written records of the findings or
27 conclusions of the investigation and any remedial actions taken;

1 4. The internal complaint procedure shall also provide an appeal procedure to an
2 appropriate Defendant representative, should the complainant be dissatisfied with the results of
3 an internal investigation.

- 4 5. The internal complaint procedure shall NOT require that the complainant:
- 5 (a) confront his or her harasser;
 - 6 (b) file an internal complaint instead of an external complaint; or
 - 7 (c) initiate the complaint process only by submitting a written complaint.

8 6. Defendant shall confidentially follow-up with every complainant after the
9 investigation as reasonable under the circumstances to inquire whether the complainant believes
10 that he or she has been further harassed and/or retaliated against, and, if necessary, Defendant
11 shall investigate any allegations of retaliation. Defendant shall track the information obtained
12 during the follow-up inquiries pursuant to the Record-keeping and Reporting requirements in this
13 Decree.

14 7. Defendant shall establish and/or maintain a toll-free complaint hotline (“Hotline”)
15 and disseminate the information regarding the Hotline to all of Defendant’s employees.
16 Defendant shall inform all employees that a complaint can be lodged at any time with the toll-
17 free complaint Hotline. All complaints of sexual harassment or retaliation to the Hotline shall be
18 tracked by Defendant during the term of the Decree, and the Consultant shall have access to all
19 such tracking records or call logs. Defendant shall also publicize the EEOC’s general toll-free
20 number of (800) 669-4000. The Consultant shall review complaints of sexual harassment or
21 retaliation made to Defendant’s toll-free complaint hotline to ensure that Defendant is acting
22 appropriately in following through with complaints of sexual harassment and/or retaliation.

23 8. Defendant’s Human Resources shall have an open door policy, and shall be easily
24 accessible to the employees. Human Resources’ representatives shall be available to receive
25 complaints from the employees during normal business working hours with or without
26 appointments.

27 9. Defendant shall provide the Consultant with the tracking records of all complaints
28

1 of sexual harassment and retaliation filed under the revised internal complaint procedures and the
2 Consultant will retain records regarding such investigations and resolution of all such
3 complaints, including but not limited to those complaints made through the Hotline. The
4 Consultant shall also ensure that Defendant publicizes the revised internal complaint procedures,
5 including the Hotline, and shall monitor Defendant's investigation and resolution of any
6 complaints of sexual harassment and retaliation made to Defendant.

7 G. Finalizing and Distribution of Final Policy and Complaint Procedure

8 1. Within seventy-five (75) days after the Effective Date, Defendant shall provide
9 the Commission with a copy of the above described final policies, including the revised internal
10 complaint procedure described above in sub-section F.

11 5. Upon receipt, the EEOC shall have thirty (30) days to review and/or comment on
12 the the revised policies, including the revised internal complaint procedures described above in
13 sub-section F.

14 6. If the EEOC does not provide comment within thirty (30) days of receiving the
15 revised policies, Defendant shall distribute the final policies, including the revised internal
16 complaint procedure described above in sub-section F, companywide to all employees, including
17 management, supervisory, and human resources employees. Defendant shall have each
18 employee who receives a copy of the final policies sign a form acknowledging receipt, which
19 may include receipt via electronic acknowledgment.

20 7. Throughout the term of this Decree, Defendant shall post the final policies,
21 including the revised internal complaint procedures described above in sub-section F,
22 companywide in a clearly visible location frequented by employees.

23 H. Training

24 1. All non-management employees shall be required to attend a live training
25 program, which may include a live video conference with an interactive component, regarding
26 discrimination, harassment, and retaliation. The training under this section shall include review
27 of every employee's rights and responsibilities under Title VII, especially with respect to sexual
28

1 harassment, and Defendant's final policies and procedures for reporting and handling complaints
2 of harassment, discrimination, and retaliation. Examples shall be given of the prohibited conduct
3 to ensure understanding by the employees. All trainings shall be designed for an appropriate
4 duration to effectively teach adult learners and shall include time for questions and answers.

5 2. The non-management employees training stated in subsection H.1. shall be
6 companywide in California/Los Angeles, Ohio, and Texas, and shall be mandatory and shall occur
7 once every eighteen (18) months for the term of this Decree for non-management employees.
8 The first training session in California/Los Angeles shall be conducted with the assistance of the
9 Consultant and shall occur within ten (10) business days after EEOC's comments on the training
10 curriculum, as described in sub-section 10 below, or after ninety (90) days from the Effective
11 Date, whichever is later, and shall be scheduled as reasonably practicable to complete the
12 required training for all employees. Any employee who fails to attend a scheduled training
13 session shall be trained within (30) days of the live training set forth above, by showing the
14 employee a videotape of the training session or attending a different training session. The
15 Consultant shall monitor at least one of the training sessions in Ohio and monitor at least one of
16 the training sessions in Texas via video conference in order to ensure compliance with the
17 training. If additional monitoring is needed, the Consultant shall inform the Defendant.

18 3. Every managerial and supervisory employee shall be required to attend a
19 Management Training consisting of a live training program, which may include a live video
20 conference with an interactive component, regarding discrimination, harassment, and retaliation.
21 The Management Trainings shall be mandatory, and of at least two hours duration once every
22 two (2) years for the term of this Decree. The Management Trainings shall be conducted
23 companywide in California/Los Angeles, Ohio, and Texas. The first Management Training
24 session in California/Los Angeles shall be conducted with the assistance of the Consultant and
25 shall occur within ten (10) business days after EEOC's comments on the training curriculum, as
26 described in sub-section 10 below, or after ninety (90) days from the Effective Date, whichever
27 is later, and shall be scheduled as reasonably practicable to complete the required Management
28

1 Training for all such employees. Any management employee who fails to attend any scheduled
2 Management Training shall be trained within (30) days of the live Management Training set
3 forth above. The Consultant shall monitor at least one of the training sessions in Ohio
4 and monitor at least one of the training sessions in Texas via video conference in order to ensure
5 compliance with the training. If additional monitoring is needed, the Consultant shall inform the
6 Defendant.

7 4. The Management Training stated in subsection H.3. shall include training on how
8 to properly handle and investigate complaints of discrimination, harassment and retaliation in a
9 fair and neutral manner; how to take preventive and corrective measures against discrimination,
10 harassment, and retaliation; and how to recognize and stop discrimination, harassment, and
11 retaliation.

12 5. All Human Resources employees shall receive advanced Human Resources
13 training (“HR Training”) on investigating complaints of discrimination, harassment, and
14 retaliation; how to take preventative and corrective measures against discrimination, harassment,
15 and retaliation; and how to recognize and stop harassment, discrimination, and retaliation. This
16 HR Training shall be companywide in California/Los Angeles, Ohio, and Texas and shall be
17 provided by the Consultant and/or through an outside provider approved by the EEOC. This HR
18 training shall occur once every year for the term of this Decree and may be conducted live and/or
19 via video conference with an interactive component.

20 6. Within five (5) days of the date of hire, for the remainder of the term of this
21 Decree, every new employee, including non-managerial, managerial, supervisory, lead, and
22 human resources employees, shall receive the Defendant’s policies and procedures on
23 discrimination, harassment and retaliation, including the internal complaint procedures, which
24 shall be explained to the new hire employee by a Human Resources employee.

25 7. Within six (6) months of the date of promotion, for the remainder of the term of
26 this Decree, every employee promoted from a staff position to a managerial, supervisory or
27 human resources position shall receive the above described Management or HR Training.

1 **XII. REPORTING**

2 In addition to the notice and reporting requirements above, Defendant shall provide, the
3 following reports to the EEOC in writing, by mail or e-mail:

4 A. Within ninety (90) days after the Effective Date, Defendant shall submit to EEOC
5 an initial report containing:

6 1. a copy of the final anti-discrimination, anti-harassment and anti-retaliation
7 policies, including the final complaint procedures;

8 2. a summary of the procedures and record-keeping methods developed with
9 the Consultant for centralized tracking of discrimination, harassment and retaliation complaints
10 and the monitoring of such complaints;

11 3. a statement confirming that the required Notice pertaining to this Decree
12 and the final revised anti-discrimination, anti-harassment and anti-retaliation policy have been
13 posted;

14 4. a statement confirming that Defendant has complied with Section IX.
15 “Claimant Specific Injunctive Relief;” and

16 5. confirmation from the Consultant that Defendant is in compliance with the
17 Decree based on Consultant’s knowledge from the work performed by Consultant as of the time
18 of the report, including a report on the summary of results from the survey(s).

19 B. Defendant shall also provide the following reports semi-annually throughout the
20 term of this Decree:

21 1. a statement confirming the specific training completed to date;

22 2. an attendance list for all training sessions required under this Decree that
23 took place during the previous six months;

24 3. a description of all sexual harassment and retaliation complaints made,
25 investigated or resolved in the previous six-months, including the names of the complainants; the
26 nature of the complaint; the names of the alleged perpetrators of sexual harassment or retaliation;
27 the dates of the alleged harassment or retaliation; a brief summary of how each complaint was
28

1 resolved; and the identity of each of Defendant employee(s) who investigated or resolved each
2 complaint;

3 4. an analysis of the monitoring done when more than one complaint is filed
4 by or against a particular employee, as well as any investigation or resolution; and

5 C. A report detailing any planned changes to the policies, procedures or record-
6 keeping methods for complaints, at least thirty (30) days prior to implementing such changes.

7 D. A report on the summary of results from the survey(s) shall be made within 30
8 days of the completion of the survey(s).

9 **XIII. COSTS OF ADMINISTRATION AND IMPLEMENTATION OF CONSENT**
10 **DECREE**

11 Defendant shall bear all costs associated with its administration and implementation of its
12 obligations under this Decree.

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

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

15 **XV. MISCELLANEOUS PROVISIONS**

16 A. During the term of this Decree, Defendant shall provide any potential successor-
17 in-interest with a copy of this Decree within a reasonable time of not less than thirty (30) days
18 prior to the execution of any agreement for acquisition or assumption of control of any or all of
19 Defendant's facilities, or any other material change in corporate structure, and shall
20 simultaneously inform the EEOC of same.

21 B. During the term of this Decree, Defendant and its successors shall ensure that
22 each of its directors, officers, human resource personnel, managers and supervisors is aware of
23 any term(s) of this Decree which may be related to his/her job duties.

24 C. Unless otherwise stated, all notices, reports and correspondence required under
25 this Decree shall be delivered to the attention of the Regional Attorney, Anna Y. Park, U.S.
26 Equal Employment Opportunity Commission, Los Angeles District Office, 255 E. Temple St.,
27 4th Fl., Los Angeles, CA 90012.

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

3 **XVI. COUNTERPARTS AND FACSIMILE SIGNATURES**

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

6 All parties, through the undersigned, respectfully apply for and consent to the entry of
7 this Decree as an Order of this Court.

8
9 U.S. EQUAL EMPLOYMENT
10 OPPORTUNITY COMMISSION

11 Dated: _____, 2015

12 By: _____
13 Anna Y. Park, Regional Attorney
14 Attorneys for Plaintiff EEOC

15 Vedder Price

16 Dated: _____, 2015

17 By: _____
18 Thomas Petrides, SBN 117121
19 Attorney for VXI Global Solutions, Inc. a/k/a VXI
20 Global Solutions, LLC

21 Dated: _____, 2015

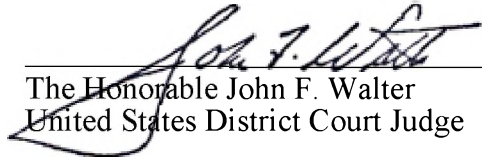
22 By: _____
23 Eva Wang, Chief Executive Officer
24 VXI Global Solutions, LLC
25 previously VXI Global Solutions, Inc.

1
2 **ORDER**

3 The provisions of the foregoing Consent Decree are hereby approved and compliance
4 with all provisions thereof is HEREBY ORDERED. The Court hereby retains jurisdiction over
5 this Consent Decree until its termination pursuant to its terms.

6 IT IS SO ORDERED.

7 Date: September 11, 2015

8 
The Honorable John F. Walter
United States District Court Judge

