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EEOC v. Coastal Valley Management, Inc.

Judge Ronald M. Whyte

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EEOC v. Coastal Valley Management, Inc.

Keywords

EEOC, Coastal Valley Management Inc., C-01-21105-RMW(PVT), Consent Decree, Hostile Work Environment, Retaliation, Sexual harassment, sex, female, agriculture, employment Law, Title VII

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17 **UNITED STATES DISTRICT COURT**
18 **NORTHERN DISTRICT OF CALIFORNIA**

19 *E-FILED - 5/28/02*

20 EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION.)

CIVIL ACTION NO.

21 Plaintiff,)

C-01-21105-RMW (PVT)

22 ANA LILIA MONTES, AURORA)
VASQUEZ, MICAELA GARCIA,)
23 EDELFA MADRIGAL,)

CONSENT DECREE

24 Plaintiff/Intervenors)

25 v.)

26 COASTAL VALLEY MANAGEMENT,)
INC.)

27)
28 Defendant.)

1 1. Plaintiff, U.S. Equal Employment Opportunity Commission (“Commission”),
2 brought this lawsuit under Title VII of the Civil Rights Act of 1964, and Title I of the Civil
3 Rights Act of 1991, to correct unlawful employment practices on the basis of sexual harassment
4 and retaliation and to make whole Ms. Edelfa Madrigal, Ms. Ana Lilia Montes, Ms. Aurora
5 Vasquez, Ms. Micaela Garcia and a class of employees of the Defendant aggrieved by the
6 unlawful practices. Plaintiff alleged that Defendant, Coastal Valley Management, Inc. (“Coastal
7 Valley”), unlawfully subjected Ms. Edelfa Madrigal, Ms. Ana Lilia Montes, Ms. Aurora
8 Vasquez, Ms. Micaela Garcia and other women to quid pro quo and/or hostile work environment
9 sexual harassment. Finally, Plaintiff alleged that Coastal Valley subjected Ms. Edelfa Madrigal,
10 Ms. Ana Lilia Montes, Ms. Aurora Vasquez, Ms. Micaela Garcia and other employees to
11 retaliation after they complained about harassment and/or rejected the sexual harassment.

12 2. Defendant denies these allegations.

13 3. In the interest of resolving this matter and as a result of having engaged in
14 comprehensive settlement negotiations, the U.S. Equal Employment Opportunity Commission
15 and Coastal Valley Management, Inc. (hereinafter referred to as “the Parties”) have agreed that
16 this action should be finally resolved by entry of this Decree. This Decree shall not constitute an
17 adjudication and/or finding on the merits of the case, and shall not be used as evidence of
18 liability, res judicata, or collateral estoppel in any other legal proceeding against Coastal Valley.

19 4. This Decree is final and binding upon the Parties, their successors and assigns.

20 5. The Parties agree that this Decree resolves all claims arising out of EEOC Charge
21 Nos. 377-A0-0408, 377-A0-0048, 370-99-0131 and 377-99-0392 and the complaints filed in this
22 action, and constitutes a complete resolution of all claims of sexual harassment and retaliation
23 under Title VII that were made by the Commission in this action. This Consent Decree does not,
24 however, resolve any future charges or charges that may be pending with the Commission other
25 than the charges specifically referred to in this paragraph or those that may be released by
26 Eligible Claimants pursuant to this Decree.

27 6. This Decree and the separate Settlement Agreement and Release entered into
28 between Coastal Valley and Plaintiff/Intervenors comprise the full and exclusive agreements of

1 the parties with respect to the matters discussed herein. No waiver, modification or amendment
2 of any provision of this Decree shall be effective unless made in writing, approved by all parties
3 to this Decree and approved by the Court or ordered by the Court.

4 NOW, THEREFORE, in consideration of the mutual promises and agreements set forth
5 herein, the sufficiency of which is hereby acknowledged, IT IS ORDERED, ADJUDGED AND
6 DECREED that:

7
8 7. This Court has jurisdiction of the subject matter and of the parties to this action.
9 This Court retains jurisdiction over this Consent Decree for all purposes until the satisfaction of
10 the defendant's obligations as set forth herein.

11 8. This Consent Decree conforms with the Federal Rules of Civil Procedure and is
12 not in derogation of the rights or privileges of any person. The entry of this Consent Decree will
13 further the objectives of Title VII and will be in the best interest of the parties, those for whom
14 EEOC seeks relief, and the public.

15 **Scope of Consent Decree**

16 9. The duration of this Decree shall be two (2) years from the date of entry of the
17 Decree, provided that defendant has complied substantially with the terms of this Consent
18 Decree. Coastal Valley will be deemed to have complied substantially if the Court has not made
19 any finding or orders during the term of the Consent Decree that the defendant has failed to
20 comply with any terms of this Decree. During that time, this Court shall retain jurisdiction over
21 this matter and the Parties for the purpose of enforcing compliance with the Consent Decree,
22 including issuing such orders as may be required to effectuate its purposes. Notwithstanding
23 the foregoing, the Parties acknowledge that as of June 29, 2002, the management agreement
24 between Coastal Valley and the owner of the vineyard property where the Plaintiff Intervenors
25 and Identified Claimants worked ("the Vineyard Property") will be terminated. Accordingly, the
26 obligations contained in this Consent Decree shall be enforceable after that date only in the event
27 that Coastal Valley resumes operating.

1 **General Injunctive Provision**

2 10. Sexual Harassment. Coastal Valley and its officers, agents, management
3 (including all supervisory employees), successors, assigns, and all those in active concert or
4 participation with them, or any of them, hereby agree not to (a) discriminate against persons on
5 the basis of sex in the terms and conditions of employment; (b) engage in or be a party to any
6 action, policy or practice that is intended to or is known to them to have the effect of harassing or
7 intimidating any female employee on the basis of her gender or any male employee because of
8 his association with a female employee; or (c) create, facilitate or permit the existence of a work
9 environment that is hostile to female employees.

10 11. Retaliation. Coastal Valley and its officers, agents, management (including all
11 supervisory employees), successors and assigns, and all those in active concert or participation
12 with them, or any of them, hereby agree not to engage in, implement or permit any action, policy
13 or practice with the purpose of retaliating against any current or former employee of Coastal
14 Valley because he or she has in the past, or during the term of this Consent Decree: (a) opposed
15 any practice of sex discrimination, sexual harassment or retaliation made unlawful under Title
16 VII; (b) filed a Charge of Discrimination alleging such practice; (c) testified or participated in
17 any manner in any investigation (including, without limitation, any internal investigation
18 undertaken by Coastal Valley), or proceeding in connection with this case and/or relating to any
19 claim of sex discrimination or sexual harassment; (d) was identified as a possible witness in this
20 action; (e) asserted any rights under this Decree; or (f) sought and/or received any monetary
21 and/or non-monetary relief in accordance with this Decree.

22 **Monetary Relief**

23 12. Within forty (40) days after the effective date of this Consent Decree, Coastal
24 Valley agrees to pay the total sum of Two Hundred Thousand Dollars (\$200,000.00) as damages,
25 to be allocated to Ms. Edelfa Madrigal, Ms. Ana Lilia Montes, Ms. Aurora Vasquez, Ms. Micaela
26 Garcia, identified current and former employees employed by Coastal Valley for their claims of
27 alleged sexual harassment and retaliation.

1 13. The actual amount to be paid to Ms. Edelfa Madrigal, Ms. Ana Lilia Montes, Ms.
2 Aurora Vasquez, Ms. Micaela Garcia and their attorneys is set forth in Exhibit A, attached
3 hereto. Exhibit A, attached hereto, shall remain under seal. Coastal Valley shall enter into a
4 separate settlement agreement and release with Ms. Edelfa Madrigal, Ms. Ana Lilia Montes, Ms.
5 Aurora Vasquez and Ms. Micaela Garcia and their private attorneys which contains additional
6 terms regarding their individual settlement.

7 14. The actual amount to be paid to the other identified claimants by the EEOC (the
8 “identified claimants”) is set forth in Exhibit A, attached hereto. Exhibit A shall remain under
9 seal. Said checks shall be sent directly to claimants to the addresses listed in Exhibit A after
10 Coastal Valley receives written notification by the EEOC that all of the identified claimants’
11 Title VII Releases (attached hereto as Exhibit B) have been delivered by the identified claimants
12 to the EEOC. Within five (5) days of receiving canceled checks (or other proof of payment or
13 proof of delivery of payment acceptable to the EEOC) indicating that all identified claimants
14 were paid and/or delivered payment in full in the amounts referenced in Exhibit A, the EEOC
15 will deliver the original Title VII Releases to Coastal Valley’s counsel. Any unclaimed funds
16 shall be distributed to the other identified claimants in proportion to the distribution that they
17 have already received.

18 **Specific Injunctive Relief**

19 POSTING AND OTHER NOTICE TO EMPLOYEES

20 15. The terms of this Consent Decree or an agreed-upon Notice in English and
21 Spanish shall be, and remain, posted in a clearly visible location frequented by employees at each
22 location owned and/or operated by Coastal Valley during the term of this Consent Decree.

23 16. Within forty (40) days of the entry of this Consent Decree, or as soon thereafter as
24 practical and consistent with the defendant’s obligation pursuant to this Consent Decree, Coastal
25 Valley shall issue to all employees, supervisors and managers Coastal Valley’s sexual harassment
26 policy and procedure statement, and each such person shall be asked to sign an acknowledgment
27 that they have received and read the policy. The policy and procedure statement should be
28 written in English and Spanish. The same acknowledgment shall be required of all newly hired

1 employees at the start of their employment.

2 17. Under the direction of an outside consultant paid by Coastal Valley, Coastal
3 Valley shall provide and require all current and new personnel to attend sexual harassment
4 training during the week of May 13, 2002 and on the first day of January and June of each year
5 thereafter during the duration of this Consent Decree. The purpose of said training will be to
6 give participants a thorough understanding of sexual harassment issues, including but not limited
7 to theories of liability under Title VII, sources of legal protection of sexual harassment victims
8 and the employer's obligation to take preventive, investigative and remedial action with respect
9 to sexual harassment complaints and to review company policies (including discipline policies)
10 and practices related to sex harassment and retaliation. This training shall be designed and
11 conducted, with specific reference to the sex harassment policies of the defendant, by an outside
12 consultant in conjunction with company personnel. Coastal Valley agrees to allow the outside
13 consultant to conduct the significant portions of all training programs. The training shall be
14 conducted in both Spanish, English and any other language necessary to comply with the law.
15 This consultant shall be selected by Coastal Valley, subject to approval by counsel for the
16 Commission, and will be a person with established experience in matters of sexual harassment
17 training, and the applicable laws and regulations. Any change in consultants during the terms of
18 this Consent Decree can be done only upon the joint approval of counsel for the Commission and
19 Coastal Valley, or, if a dispute arises, upon Order of the Court.

20 18. The content, method of training and size of training classes is subject to approval
21 by the Commission and shall take into consideration the Company's operational needs. All
22 training sessions will take place during the employees' regular working hours. Coastal Valley
23 agrees to provide a description of each training program to counsel for the Commission no later
24 than ten (10) days before the training programs are scheduled to be held.

25 19. The company President, or an official of identical or higher ranking with
26 ownership interest in Coastal Valley shall appear in person at all of the training sessions
27 conducted by the consultant to reiterate the sex harassment policies of the defendant, to affirm
28 that such harassment shall not be tolerated, and to encourage women who believe that they have

1 been victims of such harassment to utilize the complaint procedure established by the defendant.
2 Any and all presentations will be provided in English, Spanish and any other language necessary
3 to comply with the law. Counsel for the Commission shall preview and approve the remarks of
4 the high-ranking official in this regard.

5 20. All persons attending mandatory sexual harassment training shall sign an
6 acknowledgment of their attendance at the training, the date thereof, and their position with the
7 company. The consultant shall retain the originals of these acknowledgments, and provide
8 Coastal Valley with a copy thereof.

9 SEXUAL HARASSMENT POLICIES AND PROCEDURES

10 21. After consultation with the above-referenced consultant, and with the approval of
11 counsel for the Commission, within forty (40) days of the effective date of this Consent Decree
12 the defendant shall adopt, revise, modify or otherwise adapt their existing sex harassment
13 policies, procedures and associated notices and forms to more effectively carry out Coastal
14 Valley's obligations under this Consent Decree. Upon the suggestion of the consultant, or as
15 otherwise deemed appropriate by Coastal Valley, and with the approval of counsel for the
16 Commission, these policies and procedures will be further modified during the term of this
17 Consent Decree for the same reasons.

18 22. Within thirty (30) days after each above-referenced training, Coastal Valley will mail
19 to counsel for the Commission a report containing the following information and documentation:

- 20 a. dates of sex harassment training and copies of list of all attendees.
- 21 b. copies of all materials distributed at sex harassment training.

22 23. Within ninety (90) days after entry of this Decree, defendant will mail to counsel
23 for the Commission a report containing the following information and documentation:

- 24 a. Copies of all sex harassment complaints made since the submission of the
25 immediately preceding report hereunder, and a statement for each, as to the
26 results of the investigation of such complaints. Additionally, Coastal Valley will
27 identify the name, address and telephone number of the complainant and identify
28 the person who received the complaint. Coastal Valley will also identify the steps

1 it took to investigate such complaints, what it concluded as a result of any
2 investigation into sex harassment that they undertook since the submission of the
3 immediately preceding report. A copy of all records, documents and other
4 writings relevant to such complaints and investigations shall be maintained by
5 Coastal Valley during the period of this Consent Decree, and will be made
6 available to the Commission within ten (10) days following a written request from
7 Commission counsel to Coastal Valley's counsel.

8 On the first day of January and June of each year during the duration of this Consent Decree,
9 Coastal Valley will mail to counsel for the Commission a report containing the above
10 documentation and information.

11 POLICIES DESIGNED TO PROMOTE SUPERVISOR ACCOUNTABILITY

12 24. Coastal Valley agrees that it shall impose substantial discipline --- up to and
13 including termination, suspension without pay or demotion --- upon any supervisor or manager
14 who engages in sexual harassment or sex-based harassment or permits any such conduct to occur
15 in his or her work area or among employees under his or her supervision, or who retaliates
16 against any person who complains or participates in any investigation or proceeding concerning
17 any such conduct. Coastal Valley shall communicate this policy to all of its supervisors and
18 managers.

19 25. Coastal Valley agrees that it shall continue to advise all managers and supervisors
20 of their duty to actively monitor their work areas to ensure employee's compliance with the
21 company's sexual harassment policy, and to report any incidents and/or complaints of sexual
22 harassment, sex-based harassment and/or retaliation of which they become aware to the
23 department charged with handling such complaints.

24 26. Coastal Valley agrees that it will distribute in English and Spanish the "No
25 Harassment" policy for supervisors attached hereto as Exhibit C within ten (10) days of the
26 effective date of this Consent Decree. Coastal Valley agrees to distribute the "No Harassment"
27 policy to each and every new supervisor and manager that it hires or promotes to that position
28 during the life of this Consent Decree no later than ten (10) days after each supervisor and

1 manager is hired or promoted.

2 27. Coastal Valley agrees to compile and distribute supervisors instructions with
3 respect to hiring, discipline and termination of employees for its managers and supervisors no
4 later than September 1, 2002. Coastal Valley agrees that these instructions will include the “No
5 Harassment” policy referenced in paragraph 26 above and will include any other current and
6 revised policies pertaining to sexual harassment, sex discrimination and retaliation. Coastal
7 Valley agrees to distribute the supervisors instructions to each and every new supervisor and
8 manager that it hires or promotes to that position during the life of this Consent Decree no later
9 than ten (10) days after each supervisor and manager is hired or promoted.

10 28. Coastal Valley agrees that it shall include “commitment to equal employment
11 opportunity” as a criterion for qualification for supervisory positions.

12 Other Injunctive Relief

13 29. Coastal Valley acknowledges that Ron Gallegos, Edubigen Resendez and
14 Guadalupe Velasco are no longer employed by Coastal Valley. Coastal Valley and its officers,
15 affiliates, agents, employees, successors and all persons in active concert or participation with it
16 are hereby enjoined and restrained from hiring Mr. Gallegos, Mr. Resendez or Mr. Velasco in
17 any capacity at any of its locations during the term of this Decree.

18 Dismissal of Action

19 _____ 32. Two (2) years after the entry of this Consent Decree, this lawsuit will be
20 dismissed with prejudice, provided that the defendant has complied substantially with the terms
21 of this Consent Decree. Coastal Valley will be deemed to have complied substantially if the
22 Court has not made any finding or orders during the term of the Decree that the defendant has
23 failed to comply with any of the terms of this Decree.

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On behalf of Plaintiffs,

GWENDOLYN YOUNG REAMS
Associate General Counsel

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Office of the General Counsel
Washington, DC 20507
Telephone: (202) 663 - 4702

Dated: 5/9/02

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WILLIAM R. TAMAYO
Regional Attorney

Dated: 5/9/02

s/Jonathan T. Peck
JONATHAN T. PECK
Supervisory Trial Attorney

Dated: 5/10/02

s/Sanya P. Hill
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Dated: 5/9/02

s/Randolph C. Roeder
RANDOLPH C. ROEDER
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IT IS SO ORDERED

DATE: 5/23/02

/S/ RONALD M. WHYTE
United States District Judge