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EASTERN DIVISION

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UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF OHIO  
EASTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

v.

AMERICAN METAL COATINGS, INC.  
and DINO LAND PROPERTIES, INC.,

Defendants.

Case No. 1:01CV2235

Judge O'Malley

CONSENT DECREE

INTRODUCTION

1. Plaintiff, the United States Equal Employment Opportunity Commission (the "Commission" or "EEOC"), commenced this action on September 21, 2001, in the United States District Court for the Northern District of Ohio (Eastern Division) against Defendant American Metal Coatings, Inc., and subsequently filed an Amended Complaint joining Defendant Dino Land Properties, Inc. (Both of these defendants are hereinafter referred to collectively as "Defendants.") In its Amended Complaint, the Commission alleged that Defendants engaged

in unlawful employment practices by subjecting Charging Party Samuel Rodriguez, Samuel Rosario and Norberto Ramirez to race and/or national origin-motivated harassment, discriminatory terms and conditions of employment, and discharge, and by subjecting Charging Party Roberto Reimundi, Michael Brock, Charging Party Domingo Lugo, Edwin Vasquez, Raul Silva, German Lugo, Fidel Rosario, Diego Quintero, and Emmett Capito, III, to race and/or national origin-motivated harassment, discriminatory terms and conditions of employment, and constructive discharge, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, et seq. ("Title VII").

2. As a result of settlement discussions, the Commission and Defendants have resolved their differences and have agreed that this action should be settled by entry of this Consent Decree. It is the intent of the parties that this Consent Decree be a final and binding settlement in full disposition of any and all claims alleged in the Amended Complaint against Defendants and on behalf of the above-referenced individuals.

#### FINDINGS

3. The EEOC is the Agency of the United States Government authorized by Title VII to investigate allegations of unlawful employment discrimination based upon race and national origin, to bring civil actions to prohibit unlawful practices, and to seek relief for individuals affected by such practices.
4. Defendants are employers engaged in an industry affecting commerce within the meaning of Section 701(b), (g) and (h) of Title VII, 42 U.S.C. Section 2000e-(b), (g) and (h). Defendants have continuously had and do now have at least fifteen (15) employees.
5. Pursuant to Title VII, the parties acknowledge the jurisdiction of the United States District

Court for the Northern District of Ohio (Eastern Division) over the subject matter and over the parties to this case for the purpose of entering this Consent Decree and, if necessary, enforcing this Decree.

6. Venue is appropriate in the Northern District of Ohio (Eastern Division). For purposes of this Decree and any proceedings related to this Decree, the parties agree that all statutory conditions precedent to the institution of this lawsuit against Defendants have been fulfilled.
7. Having examined the terms and provisions of the Consent Decree and based on the pleadings, records, and stipulations of the parties, the Court finds the following:
  - A. The Court has jurisdiction over the subject matter of this action against Defendants and over the parties;
  - B. The terms and provisions of this Consent Decree are fair, reasonable, and just. The rights of Defendants, William Dotsikas, the EEOC, and those for whom the EEOC seeks relief are adequately protected by this Decree;
  - C. The Consent Decree conforms with the Federal Rules of Civil Procedure, Title VII, and is not in derogation of the rights and privileges of any person. The entry of this Consent Decree will further the objectives of Title VII and will be in the best interests of the parties and those for whom the EEOC seeks relief.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

NON-DISCRIMINATION

8. Defendants, their owners, officers, agents, employees, successors, assigns, and all persons in active concert or participation with them or any of them shall comply with all provisions of Title VII and are enjoined from any present or future violations of Title VII. Prohibited

discrimination includes, but is not limited to, any harassing conduct or other discrimination because of race, national origin, and/or color.

#### NON-RETALIATION

9. Defendants, their owners, officers, agents, employees, successors, assigns, and all persons in active concert or participation with them or any of them shall not engage in reprisal or retaliation of any kind against any person because such person, either in the past or in the future: (a) opposed any practice made unlawful or reasonably believed to be unlawful under Title VII; (b) filed a charge of discrimination with the Commission or any fair employment practices agency; (c) was identified as a potential witness for the EEOC in an action; (d) requested and/or received relief in accordance with this Decree; (d) participated in any manner in an action under Title VII or in any investigation giving rise to such action; or (e) asserted any rights under this Decree. In this regard, Defendants shall not take any action against any person(s) which constitutes intimidation, coercion, retaliation, harassment, or interference with the exercise of such person's rights under Title VII because of the filing of Charge Nos. 220-98-1058, 220-99-0724 or 220-99-0820 with the EEOC, which form the basis for this case, or because such person(s) gave testimony or assistance, or participated in any manner in any investigation or proceeding in connection with this case under Title VII.

#### RECORD-KEEPING

10. Defendants shall comply with all applicable record-keeping requirements of Title VII and the Commission's regulations, including but not limited to, 29 C.F.R. § 1602.14.

#### NON-ADMISSION

11. This Decree, being entered with the consent of the EEOC and Defendants, shall not

constitute an adjudication or finding on the merits of this case and shall not be construed as an admission of any violation of Title VII or any other law, rule or regulation dealing with or in connection with equal employment opportunity.

#### COVERED FACILITIES

12. The provisions of this Consent Decree shall apply to all of Defendants' facilities.

#### DURATION OF DECREE

13. This Consent Decree shall be in effect for a period of three (3) years from the date it is entered by the Court.

#### MONETARY RELIEF

14. Defendants shall pay compensatory damages for emotional distress to Samuel Rodriguez in the amount of \$25,000.00. Of this monetary relief, \$7575.00 shall be paid by Defendants within thirty (30) days after this Consent Decree has been entered by the Court. The remaining balance, \$17,425.00, shall be paid by Defendants in twenty (20) monthly payments of \$871.25 each. The first payment shall be paid on the last business day of the month following the month that this Decree is entered, with the remaining nineteen (19) payments to be paid on the last business day of each month thereafter. All payments of monetary relief shall be performed by check made payable to Samuel Rodriguez and mailed to Mr. Rodriguez by Certified Mail at an address to be provided by the EEOC. Within thirty (30) days of each payment, Defendants shall send a photocopy of the check sent to Samuel Rodriguez, along with a photocopy of the Certified Mail receipt, to the Regional Attorney of the EEOC's Cleveland District Office.
15. Defendants shall pay compensatory damages for emotional distress to Samuel Rosario in the

amount of \$11,000.00. Of this monetary relief, \$3330.00 shall be paid by Defendants within thirty (30) days after this Consent Decree has been entered by the Court. The remaining balance, \$7670.00, shall be paid by Defendants in twenty (20) monthly payments of \$383.50 each. The first payment shall be paid on the last business day of the month following the month that this Decree is entered, with the remaining nineteen (19) payments to be paid on the last business day of each month thereafter. All payments of monetary relief shall be performed by check made payable to Samuel Rosario and mailed to Mr. Rosario by Certified Mail at an address to be provided by the EEOC. Within thirty (30) days of each payment, Defendants shall send a photocopy of the check sent to Samuel Rosario, along with a photocopy of the Certified Mail receipt, to the Regional Attorney of the EEOC's Cleveland District Office.

16. Defendants shall pay compensatory damages for emotional distress to Norberto Ramirez in the amount of \$12,000.00. Of this monetary relief, \$3635.00 shall be paid by Defendants within thirty (30) days after this Consent Decree has been entered by the Court. The remaining balance, \$8365.00, shall be paid by Defendants in twenty (20) monthly payments of \$418.25 each. The first payment shall be paid on the last business day of the month following the month that this Decree is entered, with the remaining nineteen (19) payments to be paid on the last business day of each month thereafter. All payments of monetary relief shall be performed by check made payable to Norberto Ramirez and mailed to Mr. Ramirez by Certified Mail at an address to be provided by the EEOC. Within thirty (30) days of each payment, Defendants shall send a photocopy of the check sent to Norberto Ramirez, along with a photocopy of the Certified Mail receipt, to the Regional Attorney of the EEOC's

Cleveland District Office.

17. Defendants shall pay compensatory damages for emotional distress to Roberto Reimundi in the amount of \$25,000.00. Of this monetary relief, \$7575.00 shall be paid by Defendants within thirty (30) days after this Consent Decree has been entered by the Court. The remaining balance, \$17,425.00, shall be paid by Defendants in twenty (20) monthly payments of \$871.25 each. The first payment shall be paid on the last business day of the month following the month that this Decree is entered, with the remaining nineteen (19) payments to be paid on the last business day of each month thereafter. All payments of monetary relief shall be performed by check made payable to Roberto Reimundi and mailed to Mr. Reimundi by Certified Mail at an address to be provided by the EEOC. Within thirty (30) days of each payment, Defendants shall send a photocopy of the check sent to Roberto Reimundi, along with a photocopy of the Certified Mail receipt, to the Regional Attorney of the EEOC's Cleveland District Office.
18. Defendants shall pay compensatory damages for emotional distress to Michael Brock in the amount of \$25,000.00. Of this monetary relief, \$7575.00 shall be paid by Defendants within thirty (30) days after this Consent Decree has been entered by the Court. The remaining balance, \$17,425.00, shall be paid by Defendants in twenty (20) monthly payments of \$871.25 each. The first payment shall be paid on the last business day of the month following the month that this Decree is entered, with the remaining nineteen (19) payments to be paid on the last business day of each month thereafter. All payments of monetary relief shall be performed by check made payable to Michael Brock and mailed to Mr. Brock by Certified Mail at an address to be provided by the EEOC. Within thirty (30) days of each

payment, Defendants shall send a photocopy of the check sent to Michael Brock, along with a photocopy of the Certified Mail receipt, to the Regional Attorney of the EEOC's Cleveland District Office.

19. Defendants shall pay compensatory damages for emotional distress to Domingo Lugo in the amount of \$12,000.00. Of this monetary relief, \$3635.00 shall be paid by Defendants within thirty (30) days after this Consent Decree has been entered by the Court. The remaining balance, \$8365.00, shall be paid by Defendants in twenty (20) monthly payments of \$418.25 each. The first payment shall be paid on the last business day of the month following the month that this Decree is entered, with the remaining nineteen (19) payments to be paid on the last business day of each month thereafter. All payments of monetary relief shall be performed by check made payable to Domingo Lugo and mailed to Mr. Lugo by Certified Mail at an address to be provided by the EEOC. Within thirty (30) days of each payment, Defendants shall send a photocopy of the check sent to Domingo Lugo, along with a photocopy of the Certified Mail receipt, to the Regional Attorney of the EEOC's Cleveland District Office.
20. Defendants shall pay compensatory damages for emotional distress to Edwin Vazquez in the amount of \$11,000.00. Of this monetary relief, \$3330.00 shall be paid by Defendants within thirty (30) days after this Consent Decree has been entered by the Court. The remaining balance, \$7670.00, shall be paid by Defendants in twenty (20) monthly payments of \$383.50 each. The first payment shall be paid on the last business day of the month following the month that this Decree is entered, with the remaining nineteen (19) payments to be paid on the last business day of each month thereafter. All payments of monetary relief shall be



performed by check made payable to Edwin Vazquez and mailed to Mr. Vazquez by Certified Mail at an address to be provided by the EEOC. Within thirty (30) days of each payment, Defendants shall send a photocopy of the check sent to Edwin Vazquez, along with a photocopy of the Certified Mail receipt, to the Regional Attorney of the EEOC's Cleveland District Office.

21. Defendants shall pay compensatory damages for emotional distress to Raul Silva in the amount of \$3000.00. Of this monetary relief, \$905.00 shall be paid by Defendants within thirty (30) days after this Consent Decree has been entered by the Court. The remaining balance, \$2095.00, shall be paid by Defendants in twenty (20) monthly payments of \$104.75 each. The first payment shall be paid on the last business day of the month following the month that this Decree is entered, with the remaining nineteen (19) payments to be paid on the last business day of each month thereafter. All payments of monetary relief shall be performed by check made payable to Raul Silva and mailed to Mr. Silva by Certified Mail at an address to be provided by the EEOC. Within thirty (30) days of each payment, Defendants shall send a photocopy of the check sent to Raul Silva, along with a photocopy of the Certified Mail receipt, to the Regional Attorney of the EEOC's Cleveland District Office.
22. Defendants shall pay compensatory damages for emotional distress to German Lugo in the amount of \$9000.00. Of this monetary relief, \$2725.00 shall be paid by Defendants within thirty (30) days after this Consent Decree has been entered by the Court. The remaining balance, \$6275.00, shall be paid by Defendants in twenty (20) monthly payments of \$313.75 each. The first payment shall be paid on the last business day of the month following the

month that this Decree is entered, with the remaining nineteen (19) payments to be paid on the last business day of each month thereafter. All payments of monetary relief shall be performed by check made payable to German Lugo and mailed to Mr. Lugo by Certified Mail at an address to be provided by the EEOC. Within thirty (30) days of each payment, Defendants shall send a photocopy of the check sent to German Lugo, along with a photocopy of the Certified Mail receipt, to the Regional Attorney of the EEOC's Cleveland District Office.

23. Defendants shall pay compensatory damages for emotional distress to Fidel Rosario in the amount of \$12,500.00. Of this monetary relief, \$3785.00 shall be paid by Defendants within thirty (30) days after this Consent Decree has been entered by the Court. The remaining balance, \$8715.00, shall be paid by Defendants in twenty (20) monthly payments of \$435.75 each. The first payment shall be paid on the last business day of the month following the month that this Decree is entered, with the remaining nineteen (19) payments to be paid on the last business day of each month thereafter. All payments of monetary relief shall be performed by check made payable to Fidel Rosario and mailed to Mr. Rosario by Certified Mail at an address to be provided by the EEOC. Within thirty (30) days of each payment, Defendants shall send a photocopy of the check sent to Fidel Rosario, along with a photocopy of the Certified Mail receipt, to the Regional Attorney of the EEOC's Cleveland District Office.

24. Defendants shall pay compensatory damages for emotional distress to Diego Quintero in the amount of \$12,000.00. Of this monetary relief, \$3635.00 shall be paid by Defendants within thirty (30) days after this Consent Decree has been entered by the Court. The remaining

balance, \$8365.00, shall be paid by Defendants in twenty (20) monthly payments of \$418.25 each. The first payment shall be paid on the last business day of the month following the month that this Decree is entered, with the remaining nineteen (19) payments to be paid on the last business day of each month thereafter. All payments of monetary relief shall be performed by check made payable to Diego Quintero and mailed to Mr. Quintero by Certified Mail at an address to be provided by the EEOC. Within thirty (30) days of each payment, Defendants shall send a photocopy of the check sent to Diego Quintero, along with a photocopy of the Certified Mail receipt, to the Regional Attorney of the EEOC's Cleveland District Office.

25. Defendants shall pay compensatory damages for emotional distress to Emmett Capito, III, in the amount of \$7500.00. Of this monetary relief, \$2295.00 shall be paid by Defendants within thirty (30) days after this Consent Decree has been entered by the Court. The remaining balance, \$5205.00, shall be paid by Defendants in twenty (20) monthly payments of \$260.25 each. The first payment shall be paid on the last business day of the month following the month that this Decree is entered, with the remaining nineteen (19) payments to be paid on the last business day of each month thereafter. All payments of monetary relief shall be completed by check made payable to Emmett Capito, III, and mailed to Mr. Capito by Certified Mail at an address to be provided by the EEOC. Within thirty (30) days of each payment, Defendants shall send a photocopy of the check sent to Emmett Capito, III, along with a photocopy of the Certified Mail receipt, to the Regional Attorney of the EEOC's Cleveland District Office.

26. In the event that any of the above-referenced payments cannot be delivered to the individuals

designated because such person has moved from the address provided by the EEOC, Defendants shall promptly contact the Regional Attorney of the EEOC's Cleveland District Office to obtain a current address for such individual for purposes of prompt Certified Mail delivery, or, if a current mailing address is not available, to otherwise make arrangements for prompt payment to such individual. Defendants shall thereafter promptly report any efforts made to deliver payment and shall exercise due diligence to complete such delivery. Any payment(s) that has not been successfully delivered to the designated individual within thirty-four (34) months of this Court's entry of the Consent Decree because such person cannot be located or is otherwise not available to receive delivery of payment shall be divided equally among the remaining individuals designated to receive monetary relief in this action. Such payment shall be made to each remaining individual, not later than twenty-one (21) days prior to expiration of this Decree, by a single check delivered by Certified Mail to the last known mailing address. Not later than twenty-one (21) days prior to the expiration of this Decree, Defendants shall send a photocopy of the checks, along with a photocopy of the Certified Mail receipt, to the Regional Attorney of the EEOC's Cleveland District Office.

27. William Dotsikas shall serve as guarantor of any and all monetary relief payments required to be made by Defendants under the terms of this Consent Decree. In the event that the Defendants are unable to pay any amount required to be paid in the foregoing paragraphs, such amount(s) shall be paid by William Dotsikas in accordance with the terms of this Decree.
28. An IRS Form 1099-Misc shall be issued to each aggrieved person for each calendar year in which the aggrieved person receives any payment(s) as outlined above. The Form 1099-Misc

shall be issued in the amount represented by the total amount of payments received by each aggrieved person in each calendar year.

EQUITABLE RELIEF: REPORTS TO EEOC OF DISCRIMINATION  
ALLEGATIONS AND WITNESSED CONDUCT

29. Defendants shall submit written reports to the Commission regarding the following: (a) all written or verbal complaints of race and/or national origin and/or color harassment or other race and/or national origin and/or color discrimination made to any person with managerial and/or supervisory authority or any person designated by Defendants to receive such complaints, whether sufficient to state an actionable claim under Title VII or not, and any action taken in response to the complaints, and (b) regardless of whether any complaint was made or not, all circumstances about which a person with managerial and/or supervisory authority has actual knowledge and which would cause a reasonable person to suspect that race and/or national origin and/or color harassment or other race and/or national origin and/or color discrimination may have occurred, and any action taken in response to those circumstances. The reports must be sent to the Commission's Cleveland District Office, to the attention of the Regional Attorney, within thirty (30) days of any complaints to managers, supervisors or person designated by Defendants or within thirty (30) days of a person with managerial and/or supervisory authority acquiring actual knowledge of facts that could give rise to an objectively reasonable suspicion that race and/or national origin and/or color harassment or other race and/or national origin and/or color discrimination may have occurred, whichever is first. Such reports shall contain the following: (a) a detailed narrative of the circumstances of the complaint or acquired knowledge; (b) the dates and times

pertinent to the complaint or knowledge being reported; (c) the allegations of race and/or national origin and/or color harassment or other race and/or national origin and/or color discrimination and the facts known and/or alleged that are relevant to such complaint; (d) a specific description of the knowledge of possible harassment and/or other discrimination that was acquired; (e) the full name, job title, social security number, work address, last known home address, and last known home telephone number of any complainant; (f) the full name, job title, and work address of any person with managerial and/or supervisory authority with acquired knowledge of possible discrimination; (g) the full name, job title and work address of any persons who received any complaints; (h) if other than the complainant, the full name, job title, social security number, work address, last known home address, and last known home telephone number of (1) any person alleged by a complainant to have been a victim of discrimination or, where there has been no complaint, (2) the potential discriminatee who is the subject of the knowledge acquired by a person with managerial and/or supervisory authority; (i) the full name, job title, work address, and professional relationship to the complainant or potential discriminatee of the person or persons whose conduct is the subject of a complaint or acquired knowledge being reported; (j) and the full name, job title, and work address of any known or alleged witnesses to the incidents alleged by a complainant or reported by a person with managerial and/or supervisory authority. Such reports must be updated and sent to the Commission's Cleveland District Office every thirty (30) days thereafter until final action is taken by Defendants on the complaint or the circumstances suggesting possible harassment and/or discrimination. Defendants shall append to all reports required by this provision of the Decree any and all documents generated or obtained in the

course of their investigations, including, but not limited to, any investigatory reports, memoranda, notes, witness statements, affidavits or other investigation-related materials.

EQUITABLE RELIEF: POLICIES AND TRAINING

30. Defendants shall adopt and adhere to the anti-harassment/anti-discrimination policy set forth in Attachment A. Defendants shall distribute a copy of their anti-harassment/anti-discrimination policy to all current officers, employees and independent contractors within twenty-one (21) days of the entry of this Consent Decree by the Court. Defendants shall provide a copy of this policy to all new officers, employees and independent contractors hired during the operation of this Decree on such person's first day of work. Defendants shall maintain a Spanish language translation of the above-referenced policy set forth in Attachment B and shall provide it to persons whom are limited in the ability to read and understand the English language but whom are able to read and understand the Spanish language. With regard to any persons whom Defendants determine are limited in the ability to read and understand the English language but whom are not able to read and understand the Spanish language, Defendants shall make all objectively reasonable efforts to explain the above-referenced policy to such persons by means of communication that such persons understand.
31. Defendants shall require William Dotsikas, Konstantinos Dotsikas, Vanko Najdenovski, Tome Pezulev, any and all persons designated to receive and/or investigate complaints of harassment and/or discrimination, and all current and future owners, officers, managers, supervisors, and persons designated to receive and/or investigate complaints of harassment and/or discrimination to attend training regarding the requirements of Title VII, with

particular emphasis on race, national origin, color and sex harassment and other forms of race, national origin, color and sex discrimination. Furthermore, Francis Monaco, Ronald Raymond, Lou Monaco, and Kimberly Romano shall attend such training if ever re-employed by Defendants. Such training is to be provided by a third-party at the expense of Defendants, with format and content of training subject to review by the Commission. The training must be conducted within three (3) months after entry of this Decree and six (6) months after the commencement of employment for all new hires in such positions. The EEOC must be notified, in writing, as to the identity and qualifications of the trainer, all content of such training (including training manuals and handout materials), method of presentation, length of training course(s) and the names and job titles of attendees within one (1) month of such training.

32. Defendants shall provide a thirty (30) minute training session to all current and future employees regarding the anti-harassment/anti-discrimination policy set forth in Attachment A on each such employee's first day of work, or in the case of current employees, within thirty (30) days of entry of this Decree. Such training shall be provided by William Dotsikas or Konstantinos Dotsikas.

EQUITABLE RELIEF: REPORTING REQUIREMENTS REGARDING  
FRANCIS MONACO AND RONALD RAYMOND

33. Defendants shall notify the EEOC if Francis (Frank) Monaco or Ronald Raymond are ever again re-employed and hold supervisory authority of any type or degree. Such notification shall be provided within fourteen (14) days of either person acquiring supervisory authority, or any additional supervisory authority of any type or degree, by written report mailed to the



EEOC's Cleveland District Office, attention to the Regional Attorney. Each such report shall include the following information: (a) job title; (b) full and complete description of type and degree of supervisory authority newly acquired; (c) date(s) acquired; and (d) full name, home address, and home telephone number of any and all persons subject to such supervisory authority.

#### EQUITABLE RELIEF: POSTING OF NOTICE

34. Defendants shall post copies of the Notices attached as Attachments C and D in a conspicuous location at all of their facilities and at all places where employee notices are posted. The Notices shall be posted for a period of three (3) years, with such period commencing upon entry of this Decree. Such Notices shall be typed legibly using not less than twenty-four (24) point font and posted in both English language and Spanish language versions. If multiple pages are used for each such Notice, they shall not be displayed one page behind another but must be posted so that all pages are in order and simultaneously visible (i.e., in horizontal row or vertical column configuration). In addition, Defendants shall post notice of all applicable federal equal employment opportunity laws and all other notices required by law. In the event that any of aforementioned notices becomes defaced, marred or otherwise made unreadable, Defendants shall immediately post a readable copy of such notice(s).

#### DISPUTE RESOLUTION AND COMPLIANCE

35. This Court shall retain jurisdiction to enforce the terms of this Decree and will have all available powers to enforce this Decree, including but not limited to monetary sanctions and injunctive relief.

36. Upon motion of the Commission, this Court may schedule a hearing for the purpose of reviewing compliance with this Consent Decree. The Commission, its agents and employees shall in their discretion have the legal right to enter any of Defendants' facilities, without any prior notice to the Defendants, and conduct an on-site inspection to ensure compliance with Title VII and any of the terms of this Decree. Such inspections may, at the discretion of the Commission, include access to any and all relevant documents for the purposes of inspection and duplication; ex parte interviews or depositions of any current employees (with the exception of those whom hold the position of, and actually exercise the functions of, President or Vice President); interviews or depositions of owners, directors, the President and/or the Vice President (including but not limited to William Dotsikas); inspection of any area within the facility; and any other investigatory technique or procedure permitted by Title VII or the Commission's regulations. The Commission may at any time move the Court for a hearing for the purpose of compelling Defendants to cooperate in any aspect of on-site inspection under the terms of this Decree. Neither the Commission's right to conduct on-site inspections nor any other provisions of this Decree shall be construed to limit or impair in any manner any other Commission right to conduct investigations of the Defendants that is provided by law, including, but not limited to, investigating charges of discrimination filed under Title VII, the Equal Pay Act ("EPA"), the Age Discrimination in Employment Act ("ADEA"), Title I of the Americans with Disabilities Act, and any statute over which the Commission is given jurisdiction in the future, and conducting directed investigations authorized under the EPA, the ADEA, and any future statute which authorizes directed investigations.

### COURT COSTS AND ATTORNEY FEES

37. Each party shall bear its own court costs and attorneys' fees.

### MISCELLANEOUS

38. If any provision(s) of this Consent Decree is found to be unlawful, only the specific provision(s) in question shall be affected and the other provisions will remain in full force and effect.
39. All terms of the Consent Decree are and shall be binding upon (a) Defendants; (b) all present and future parents of either or both; (c) all present and future subsidiaries of either or both; and (d) all present and future owners, officers, directors, employees, independent contractors, creditors, agents, trustees, administrators, successors, representatives, or assigns of either or both Defendants. Defendants shall provide a copy of this Decree to all persons or entities that seek to acquire a controlling interest in any of Defendants, and the contract of sale shall require that the purchasing person or entity be subject to the provisions of this Decree.
40. Within twenty-one (21) days of entry of this Consent Decree by the Court, the Commission shall deliver releases, duly executed, to the attorney of record for Defendants, in the form previously agreed upon by the parties.
41. This Consent Decree constitutes the entire agreement and commitments of the parties. Any modifications to this agreement must be mutually agreed upon and memorialized in a separate writing signed by Defendants, Defendant William Dotsikas (when applicable), and the Commission and approved by this Court.
42. When this Consent Decree requires the submission of any documents to the EEOC, if not otherwise indicated in the Decree or Attachments, they shall be mailed by Certified Mail to

the Commission's Cleveland District Office and to the attention of the Regional Attorney.

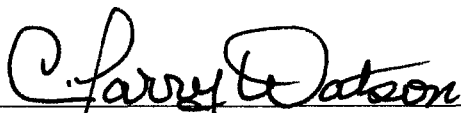
43. Nothing in this Consent Decree or Attachments shall be construed to relieve Defendants of their duty to comply with any requirement(s) of Title VII or other federal or state law.

IT IS AGREED:

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

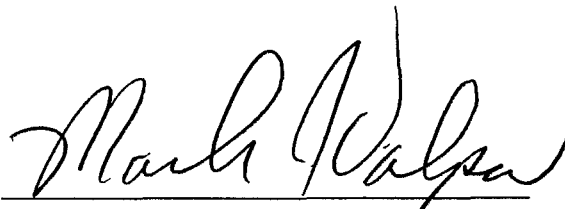
AMERICAN METAL COATINGS, INC.  
AND DINO LAND PROPERTIES, INC.

GWENDOLYN YOUNG REAMS  
Associate General Counsel



C. LARRY WATSON (Reg. No. 0031443)  
Regional Attorney  
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Dated: 6/12/03



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Dated: 6/10/03

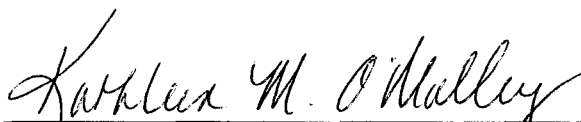


WILLIAM DOTSIKAS  
Individually with respect to Paragraph 27

Dated: 5/30/03

IT IS SO ORDERED:

DATE: 7/2/03



HONORABLE KATHLEEN MCDONALD O'MALLEY  
United States District Judge

## ATTACHMENT A

### AMERICAN METAL COATINGS, INC. AND DINO LAND PROPERTIES, INC. POLICY PROHIBITING HARASSMENT AND DISCRIMINATION

American Metal Coatings, Inc. and Dino Land Properties, Inc. have zero tolerance for harassment and discrimination. It is the policy of American Metal Coatings, Inc. and Dino Land Properties, Inc. to maintain a work environment that is free from harassment and discrimination based on (1) race, (2) national origin, (3) color, (4) sex (whether or not of a sexual nature), (5) religion, (6) age, (7) disability, and (8) pregnancy, childbirth or related medical conditions, and from (9) retaliatory harassment and discrimination based on opposition to harassment/discrimination or participation in harassment/discrimination complaint proceedings. In addition, it is company policy that no retaliation will be tolerated against any employee for reporting harassment or discrimination under this or any other policy or procedure, or for assisting in any investigation. **Harassment and discrimination violates both federal and state law and will not be tolerated.**

#### WHAT IS DISCRIMINATION?

The types of discrimination prohibited by this policy, and by federal and state law, include actions that relate to hiring, layoff, recall, firing, promotion, suspension and other discipline, pay, leave and other benefits, breaks, and all other aspects of the employment relationship. Decisions regarding these matters are not allowed to be based upon race, national origin, color, sex, religion, age, disability, pregnancy, childbirth or related medical conditions, or because someone has opposed harassment/discrimination or participated in harassment/discrimination complaint proceedings.

#### WHAT IS HARASSMENT?

Generally speaking, "harassment" is defined as **any unwelcome** verbal or physical conduct **based on** someone's race, national origin, color, sex (whether or not of a sexual nature), religion, age, disability, pregnancy, childbirth or related medical conditions, or because someone opposed harassment/discrimination or participated in harassment/discrimination complaint proceedings **when**: (1) the conduct negatively affects the work environment or (2) an employment decision affecting the employee is based on the employee's acceptance or rejection of such conduct. While there are many different kinds of acts that can be harassment (because there are many different ways a person may be treated badly for illegal reasons), **some examples include**:

- (a) name calling, teasing, slurs, offensive visual displays/pictures/gestures, or any negative comments or jokes about a person's race, national origin, color, sex, religion, age, disability, pregnancy, childbirth or related medical conditions, actions in opposition to discrimination or participation in a discrimination complaint process;
- (b) sexual advances, sexual comments, requests for sex, offensive touching, etc.;
- (c) acts of violence or threats of violence;
- (d) destruction or theft of another person's property;
- (e) interference with another person's work or attempts to interfere with that work;

(f) disciplinary actions and any other discriminatory acts; and  
(g) negative comments or offensive actions toward or about another person when the reason is the other person's race, national origin, color, sex, religion, age, disability, pregnancy, childbirth or related medical conditions, actions opposing harassment/discrimination or participation in a harassment/discrimination complaint process. This is harassment even if the victim's race, national origin, etc. are not mentioned by the person doing the harassment. An example of this would be treating a person of one racial group or gender differently from persons of another group or gender by calling him/her vulgar or insulting names or cursing at him/her.

#### WHO IS PROTECTED BY THIS POLICY?

Both federal and state law and this policy protects **all** employees from harassment or discrimination by **any** person, including owners, directors, corporate officers, managers, supervisors, co-workers of any rank or position, contractors, vendors and customers.

#### WHAT ARE THE CONSEQUENCES FOR VIOLATING THIS POLICY?

**Any person who engages in harassment or discrimination will be subject to appropriate disciplinary action, up to and including immediate firing. Furthermore, failure of a supervisor or manager to perform any of their responsibilities under this policy will result in appropriate disciplinary action, up to and including immediate firing.**

#### WHAT SHOULD I DO IF I BELIEVE THAT I AM BEING HARASSED OR DISCRIMINATED AGAINST?

Persons who believe that they are being harassed or discriminated against should report it to any supervisor, any management official, any corporate officer, to [Defendants shall insert here name, title and telephone number of person designated to receive and take action regarding reports], or any owner, including Bill Dotsikas. If Bill Dotsikas is not in the office or traveling, you may reach him at [Defendants shall insert here telephone number at which Bill Dotsikas will be available]. You may call Bill using the company telephone if you prefer. In addition, you have a right under the law to report harassment or discrimination to the U.S. Equal Employment Opportunity Commission ("EEOC"), which is a U.S. Government agency that enforces the federal laws that prohibit harassment and discrimination. American Metal Coatings and Dino Land Properties respect your right to contact the EEOC and will not take any action against you because you have contacted the EEOC or have filed a written complaint (called a "Charge of Discrimination") with the EEOC. The EEOC can be reached at (216) 522-2001, toll free at 1-800-669-4000, or (216) 522-7445. For the hearing impaired, TTY numbers are (216) 522-8441 and 1-800-669-6820.

#### WHAT HAPPENS AFTER THERE IS A REPORT OF HARASSMENT OR DISCRIMINATION?

After a report of harassment or discrimination made by an employee, either about him/herself or

about another person who may be harassed or discriminated against, the company will conduct a prompt, fair, and complete investigation. Until it completes the investigation, the company will also take necessary steps to make sure that there is no further harassment or discrimination against you. When the investigation is completed, the company will take appropriate corrective action as warranted. Reports made by employees and investigations of those reports will be kept confidential unless disclosure is required to complete the investigation or by law. **There will be absolutely no retaliation or negative action taken against you for reporting harassment or discrimination.**

#### WHO IS RESPONSIBLE FOR ENFORCING THE POLICY?

The company and its owners, officers, managers, and supervisors are responsible for enforcing this policy. The company takes that responsibility very seriously. All employees of whatever rank are also responsible for obeying the policy and for cooperating fully in its enforcement.

#### WHAT RESPONSIBILITIES DO MANAGERS AND SUPERVISORS HAVE UNDER THIS POLICY?

First and foremost, it is the duty of all company supervisors and managers to obey this policy, including refraining from harassment and discrimination. You are expected to lead by example. The success of the company depends on this. Also, it is the duty of all supervisors and management officials to monitor the workplace for harassment and discrimination. If you suspect that harassment or discrimination has taken place, even if no one has reported it to you, it is your duty to promptly report your observations and suspicions to the owners and to [Defendants shall insert here name, title and telephone number of person designated to receive and take action regarding reports]. Furthermore, it is the duty of all supervisors and all management officials who receive a complaint of harassment or discrimination to promptly report the complaint to the owners and to [Defendants shall insert here name, title and telephone number of person designated to receive and take action regarding reports]. Moreover, it is the duty of all supervisors and managers to know and understand this policy, and to provide answers to questions that subordinates may ask about the policy.

#### WHAT RESPONSIBILITIES DO ALL EMPLOYEES HAVE UNDER THIS POLICY?

All employees must refrain from engaging in any harassment or discrimination. In addition, all employees should promptly report any incidents of harassment or discrimination that they witness and fully cooperate with any investigations.

#### WHAT DO I DO IF I HAVE ANY QUESTIONS ABOUT THIS POLICY?

If you have questions about this policy, you may ask any supervisor, any management official, any corporate officer, [Defendants shall insert here name of person designated to receive and take action regarding reports], or any owner, including Bill Dotsikas.

## ATTACHMENT B

### AMERICAN METAL COATINGS, INC. AND DINO LAND PROPERTIES, INC. PÓLIZA QUE PROHÍBE HOSTIGAMIENTO Y DISCRIMINACIÓN

American Metal Coatings, Inc. y Dino Land Properties, Inc. no toleran la Hostigamiento y Discriminación. Es la póliza de la American Metal Coatings, Inc. y Dino Land Properties, Inc. el mantener un ambiente de trabajo libre de hostigamiento y discriminación basado en (1) raza, (2) origen nacional (3) color, (4) sexo (no importa que sea sexual en naturaleza), (5) religión, (6) edad, (7) invalidez, y (8) embarazo, parto y condiciones medicas relacionadas con el embarazo, y (9) hostigamiento represalió y discriminación basado en la oposición del empleado contra la discriminación o su participación en el proceso de una querella. Además, la póliza de la empresa no tolerara ningún acto de represalia contra empleados que reporten hostigamiento y discriminación bajo esta o cualquier otra póliza o por cooperar y ayudar en cualquier investigación. **Hostigamiento y discriminación es una violación federal y estatal por lo tanto no sera tolerado.**

#### QUE ES LA DISCRIMINACIÓN?

Los tipos de discriminación prohibidos por esta póliza y por las leyes federales y estatales incluyen aquellas acciones relacionadas con empleo, despidos temporeros o permanentes, promociones, suspensiones y cualquier otro acto de disciplina, pago, excedencia y otros beneficios, tiempo de descanso y todos los otros aspectos de la relación de empleo. Las decisiones tomadas en cuanto a los asuntos ya mencionados no pueden ser basados en la raza, origen nacional, color, sexo, religión, edad, invalido, embarazo, condiciones medicas relacionadas con el parto y porque el individuo esta opuesto a el hostigamiento / discriminación o que haya participado en el proceso de una querella de hostigamiento / discriminación.

#### QUE ES HOSTIGAMIENTO?

En términos generales, "hostigamiento" es definido como cualquiera conducta verbal o física **inapropiada e inoportuna basada en** la raza del individuo, su origen nacional, color, sexo, ( sea o no sea sexual en naturaleza), religión, edad, invalido, embarazo, condiciones medicas relacionadas con el parto, y porque el individuo se opone al hostigamiento / discriminación y a participado en la investigación de una querella de hostigamiento / discriminación **Cuando** (1) el acto y conducta afecta negativamente el ambiente de el trabajo, (2) cualquier decisión referente a el empleo/trabajo de el individuo esta basada en que el trabajador acepte o rechace esta conducta. Aunque ocurren muchos tipos de acciones que pueden llamarse hostigamiento ( ya que ocurren muchas maneras que una persona puede ser maltratado por razones ilegales) **e aquí algunos ejemplos:**

(a) sobre nombres, burlas, afrentas, insultos, demostraciones visuales de naturaleza ofensivas, retratos, gestos o cualquier comentario negativo de naturaleza racial, de origen nacional, color, sexo, religión, edad, invalido, embarazo, condición medica relacionada con el parto, oposición o acciones en contra de la discriminación o la participación en el proceso de una



querella de discriminación.;

(b) proposiciones de naturaleza sexual, comentarios sexuales, solicitar sexo, tocar la persona ofensivamente, ect..;

(c ) actos de violencia física, o amenaza de violencia;

(d) robo u destrucción de la propiedad de otra persona;

(e) interferir o tratar de interferir con el trabajo de otra persona

(f) acciones disciplinarias o cualquier otro acto disciplinario; y

(g) comentarios negativos o acciones negativas contra otra persona cuando la razón es basada en la raza , origen nacional, color, sexo, religión, edad, invalido, embarazo, y condiciones medicas relacionados con el parto, participación u oposición a hostigamiento / descriminación de una querella. **Esto es hostigamiento aunque la raza, origen nacional ect.. No sean mencionados por la persona cometiendo el hostigamiento.** Un ejemplo de esto es tratar a una persona de otro grupo racial o genero diferente que a otros grupos o personas llamandolo a el/ella sobre nombres e insultos.

## QUIEN ES PROTEGIDO POR ESTA PÓLIZA?

Las leyes federales y estatales y esta póliza protege a **todos** los empleados contra el hostigamiento y discriminación de **cualquier** persona, esto incluye los dueños, directores, oficiales de la corporación, directores, supervisores, empleados de cualquier rango o posición, contratistas, vendedores y clientes.

## CUALES SON LAS CONSECUENCIAS POR VIOLAR ESTA PÓLIZA?

**Cualquier persona que se dedique a actos de hostigamiento y discriminación sera sujeto a la disciplina adecuada, incluyendo despido inmediato del trabajo. Ademias, si un supervisor o manager fallara en implementar cualquiera de sus responsabilidades bajo esta póliza sera puede ser disciplinado y hasta despedido de su trabajo inmediatamente.**

## QUE DEBO HACER SI CREO QUE ESTOY SIENDO HOSTIGADO Y DISCRIMINANDO?

Aquellas personas que creen que están siendo hostigadas o discriminadas deben reportar el acto a cualquier supervisor , manager o cualquier oficial de la corporación [El nombre de el oficial designado por los Acusados con su titulo y numero de teléfono sera puesto aquí]. O cualquier dueño incluyendo a Bill Dotsikas. Si Bill Dotsikas no se encuentra en la oficina o esta viajando, se puede poner en contacto con el en el numero [Los Acusados pondrán el numero de teléfono donde Bill Dotsikas se puede encontrar]. Usted puede ponerse en contacto con Bill usando el teléfono de la empresa si usted lo prefiere. También, bajo la ley, usted tiene el derecho de reportar actos de hostigamiento y discriminación al la Comisión de Derechos de Igualdad de Empleos, EEOC (por sus ciclas en Ingles), la cual es una agencia de el Gobierno de los Estados Unidos la cual esta encargada de implementar y aplicar las leyes que prohíben el hostigamiento y discriminación. American Metal Coatings y Dino Land Properties, respetan su derecho para que usted se ponga en contacto con la EEOC (por sus ciclas en Ingles) y no tomara ninguna accion contra usted por haber llamado la EEOC (por sus ciclas en

Ingles) o porque usted haya radicado un cargo de discriminación por escrito con la EEOC (por sus ciclas en Ingles) El numero de teléfono de la EEOC (por sus ciclas en Ingles) es, (216) 522-2001, el numero larga distancia gratuito es 1-800-669-4000, o (216) 522-7445. Para aquellas personas con problemas del audio, el numero del ITT es (216) 522-8441 y 1-800-669-6820.

#### QUE SUCEDE DESPUÉS QUE UN REPORTE DE HOSTIGAMIENTO O DISCRIMINACIÓN SE A RADICADO?

Luego que un reporte de hostigamiento u discriminación se a radicado por un empleado sea la victima el/ella u otro empleado el cual a sido discriminado, La empresa investigara los hechos de una manera rápida, eficaz, justa y completa La empresa tomara medidas para que no haya mas actos de hostigamiento y discriminación mientras lleva a cabo la investigación. Una vez la investigación se haya concluido, la empresa tomara las medidas adecuadas para corregir la situación como sea mandado. Querellas e investigaciones echas por empleados serán mantenidas en confidencia a menos que haya necesidad de dar conocimiento como parte de la investigación o por razones legales. **no se tomara ningún acto negativo o de represalia contra el empleado por reportar un acto de hostigamiento o discriminación.**

#### QUIEN ES LA PERSONA RESPONSABLE PARA IMPLEMENTAR LA PÓLIZA?

La empresa, sus dueños, oficiales, managers, y supervisores son los responsables por la implementación de la póliza. La empresa toma esta responsabilidad muy en serio. Todos los empleados, no importa el rango, son responsables por obedecer esta póliza y cooperar completamente con su implementación.

#### CUALES SON LAS RESPONSABILIDADES DE LOS MANAGERS Y LOS SUPERVISORES BAJO ESTA PÓLIZA?

Primero y mas que nada, es el deber de todos los supervisores y managers de la empresa de obedecer la póliza y abstenerse de hostigamiento y discriminación. Se espera que usted sirva de ejemplo. El éxito de la empresa depende esto. También, es el deber de todos los supervisores y oficiales de controlar el hostigamiento y discriminación en el trabajo. Si usted sospecha que actos de hostigamiento y discriminación an ocurrido, aunque ninguna persona lo haya reportado a usted, es su deber reportar lo que a visto inmediatamente a los dueños y a [los Acusados pondrán el nombre de persona responsable con el titulo y teléfono]. Ademas, es el deber de todos los supervisores y oficiales de la empresa los cuales reciben querellas de hostigamiento y discriminación, de reportar rápidamente la querella a los dueños y a [Los Acusados pondrán el nombre, titulo y teléfono del individuo designado para recibir las querellas]. Ademas, es el deber de todos los supervisores y managers el saber y entender esta póliza, y poder proveer respuestas a preguntas que sus empleados les hagan referentes a la póliza.

## CUAL ES LA RESPONSABILIDAD DE LOS EMPLEADOS BAJO ESTA PÓLIZA?

Todos los empleados deben de abstenerse de no cometer ningún acto de hostigamiento y discriminación. Además, todos los empleados deben reportar rápidamente cualquier incidente de esta índole que ellos hayan presenciado y cooperar con cualquier investigación.

## QUE PUEDO HACER SI TENGO ALGUNA PREGUNTA RESPECTO A ESTA PÓLIZA?

Si usted tiene alguna pregunta respecto a esta póliza, debe hacer su pregunta a su supervisor, cualquier manager u oficial de la corporación, [Los Acusados escribirán el nombre de la persona designada para recibir y tomar acción en cuanto a las querellas], o cualquiera de los dueños, incluyendo a Bill Dotsikas.

ATTACHMENT C  
LEGAL NOTICE

On September 21, 2001, the United States Equal Employment Opportunity Commission (“EEOC”) filed a lawsuit in the U.S. District Court for the Northern District of Ohio (Eastern Division) alleging that American Metal Coatings, Inc. (“American Metal”) and Dino Land Properties, Inc. (“Dino Land”) violated federal law by engaging in race and national origin harassment (including racial slurs and other harassment) and discrimination against 12 Hispanic and Black employees at the facility located at 1088 Ivanhoe Road in Cleveland, Ohio.

In accordance with the terms of a settlement between the EEOC and American Metal and Dino Land in that case, Case No. 1:01CV2235, this Notice is being posted to inform you of your rights guaranteed by federal law under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq. (“Title VII”).

Title VII is a federal law that prohibits discrimination on the basis of race; national origin; color; religion; sex; and pregnancy, childbirth or related medical conditions with respect to any term or condition of employment, hiring, layoff, recall, promotion, firing, suspension and other discipline, pay, leave and other fringe benefits, and all other aspects of the employment relationship. In this regard, Title VII prohibits harassment on the basis of race; national origin; color; religion; sex; and pregnancy, childbirth or related medical conditions. Title VII also prohibits retaliation for opposing discrimination or because a person has made a complaint of discrimination (called a “charge of discrimination”), testified, assisted or participated in any manner in an investigation or lawsuit conducted by the EEOC. The EEOC is the federal government agency which investigates charges of unlawful employment discrimination and brings lawsuits in federal court to enforce Title VII.

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American Metal Coatings and Dino Land Properties support and will obey Title VII in all respects and will not take any action against any employee because she/he has exercised her/his rights under this law. Race, national origin, and other types of harassment and discrimination are strictly prohibited by company policy and any person who engages in such conduct will be disciplined appropriately, up to and including immediate firing.

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DATED

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WILLIAM DOTSIKAS  
PRESIDENT

ATTACHMENT D  
**NOTIFICACIÓN LEGAL**

**EL DÍA 21 DE SEPTIEMBRE DEL 2001, LA COMISIÓN DE DERECHOS DE IGUALDAD DE EMPLEOS DE LOS ESTADOS UNIDOS (EEOC) RADICÓ UNA DEMANDA EN LA CORTE DEL NOROESTE DE EL DISTRITO DE OHIO (DIVISIÓN DE OESTE) ALEGANDO QUE AMERICAN METAL COATINGS, INC. (“AMERICAN METAL”) Y DINO LAND PROPERTIES, INC. (“DINO LAND”) VIOLARON LA LEY FEDERAL CUANDO COMETIERON DISCRIMINACIÓN BASADA EN RAZA Y ORIGEN NACIONAL (INCLUYENDO INSULTOS RACIALES Y OTROS HOSTIGAMIENTOS) Y DISCRIMINO CONTRA 12 EMPLEADOS HISPANOS Y NEGROS EN EL ESTABLECIMIENTO LOCALIZADO EN LA 1088 IVANHOE ROAD EN CLEVELAND, OHIO.**

**CONFORME A LOS TÉRMINOS DE EL ACUERDO ENTRE LA EEOC (por sus ciclas en ingles) Y AMERICAN METAL Y DINO LAND EN ESE CASO, CASO NUMERO 1:01CV2235, ESTA NOTIFICACIÓN LEGAL ESTA PUBLICADA PARA INFORMARLE A USTED DE SUS DERECHOS LOS CUALES ESTÁN GARANTIZADOS BAJO LA LEY DEL TITULO VII DE EL ACTO DE LOS DERECHOS CIVILES DEL 1964, ENMENDADO, 42 U.S.C. SECCIÓN 2000e et seq. (“TITULO VII”)**

**EL TITULO VII ES UNA LEY FEDERAL QUE PROHÍBE LA DISCRIMINACIÓN BASADA EN LA RAZA; ORIGEN NACIONAL; COLOR; RELIGIÓN; SEXO; EMBARAZO, PARTO Y CUALQUIER CONDICIÓN MEDICA RESPECTO A TÉRMINOS Y CONDICIONES DE EMPLEOS, RECLUTAMIENTO, DESPIDOS, REGRESO AL TRABAJO, PROMOCIONES, DESPIDOS, SUSPENSIONES, Y OTRAS**

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**DISCIPLINAS, SUELDO, TIEMPO LIBRE,  
O T R O S     B E N E F I C I O S  
COMPLEMENTARIOS Y TODOS LOS  
OTROS ASPECTOS DE LA RELACIÓN DE  
EMPLEO. EN ESTE RESPECTO, TITULO  
VII PROHÍBE EL HOSTIGAMIENTO  
BASADO EN LA RAZA; ORIGEN  
NACIONAL; COLOR; RELIGIÓN; SEXO;  
EMBARAZO, PARTO Y CONDICIONES  
MEDICAS RELACIONADAS. EL TITULO  
VII TAMBIÉN PROHÍBE REPRESALIA  
POR Oponerse a la discriminación  
O PORQUE LA PERSONA HAYA  
RADICADO UNA QUERRELLA DE  
DISCRIMINACIÓN ( “llamada un cargo de  
discriminación”),TESTIFICAR, AYUDAR O  
PARTICIPAR EN CUALQUIER MANERA  
EN UNA INVESTIGACIÓN O DEMANDA  
RADICADA POR LA EEOC. LA EEOC IS  
LA AGENCIA FEDERAL LA CUAL  
I N V E S T I G A     C A R G O S     D E  
DISCRIMINACIÓN DE EMPLEOS Y  
RADICA DEMANDAS EN LA CORTE**

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## **FEDERAL PARA LA IMPLEMENTACIÓN DEL TITULO VII.**

**AMERICAN METAL COATINGS Y  
DINO LAND PROPERTIES RESPALDAN Y  
OBEDECERÁN EL TITULO VII EN TODOS  
LOS ASPECTOS Y NO TOMARAN  
NINGUNA ACCION CONTRA UN  
EMPLEADO PORQUE HAYA  
EJERCITADO SUS DERECHOS BAJO ESTA  
LEY. DISCRIMINACIÓN Y OTROS TIPOS  
DE HOSTIGAMIENTO BASADOS EN  
RAZA, ORIGEN NACIONAL ESTÁN  
ESTRICTAMENTE PROHIBIDOS POR LA  
PÓLIZA DE LA EMPRESA. Y CUALQUIER  
PERSONA QUE SE DEDIQUE A ESTA  
FORMA DE CONDUCTA SERA  
APROPIADAMENTE DISCIPLINADO  
INCLUYENDO LA PERDIDA DE SU  
TRABAJO.**

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Fecha

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WILLIAM DOTSIKAS  
PRESIDENTE