

1 WILLIAM R. TAMAYO -- #084965 (CA)
2 JONATHAN T. PECK -- #12303 (VA)
3 CINDY O'HARA -- #114555 (CA)
4 LUCILA G. ROSAS -- # 187345 (CA)
5 EQUAL EMPLOYMENT OPPORTUNITY
6 COMMISSION
7 San Francisco District Office
8 350 The Embarcadero, Suite 500
9 San Francisco, California 94105
10 Telephone: (415) 625-5653
11 Facsimile: (415) 625-5657

CHAMBERS COPY

12 Attorneys for Plaintiff Equal Employment Opportunity Commission

13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**

15 **EQUAL EMPLOYMENT OPPORTUNITY**)
16 **COMMISSION,**)

17 Plaintiff,)

18 v.)

19 **PRIMA FRUTTA PACKING, INC., J.**)
20 **JESUS GONZALEZ LABOR**)
21 **CONTRACTOR, and AG WEST LABOR**)
22 **CONTRACTOR,**)

23 Defendants.)

Civil Action No. C-03-04237 PJH

**CONSENT DECREE BETWEEN THE
EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION AND
J. JESUS GONZALEZ LABOR
CONTRACTOR *and ORDER***

E-Filing

24 Plaintiff Equal Employment Opportunity Commission ("Commission") filed this action
25 under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 to
26 remedy alleged unlawful employment practices based on gender and national origin
27 discrimination. The Commission alleged that Defendant J. Jesus Gonzalez Labor Contractor
28 ("Gonzalez") failed to take appropriate action to address unlawful harassment based on gender
and national origin, in violation of Title VII, which allegedly had occurred at one of the client
employers to whom Gonzalez provided employees. Gonzalez denies all of the Commission's
allegations. The Commission and Defendant Gonzalez now seek to resolve this action as to
each other without further contested litigation by executing this Consent Decree. This Consent

1 Decree is not an adjudication or finding on the merits of this case and shall not be construed as
2 an admission of a violation by Gonzalez.

3 The Court has reviewed this Consent Decree in light of the pleadings, the record herein,
4 and the applicable law, and now approves this Consent Decree.

5 THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

6 **GENERAL PROVISIONS**

7 1. This Court has jurisdiction over the subject matter and the parties to this action.
8 This Court retains jurisdiction over this Consent Decree during its term.

9 2. This Consent Decree constitutes a full and final resolution of Plaintiff's
10 Complaint against Gonzalez and the underlying charges of discrimination, EEOC charge
11 numbers 375A10126, 375A10128, 375A10130, 375A10132, 375A10134, 375A200042,
12 370A200542, and 370A200536.

13 3. This Consent Decree will become effective upon its entry by the Court.

14 4. This Consent Decree is final and binding upon the parties to it, their successors
15 and assigns.

16 5. The Commission and Gonzalez will each bear their own costs and attorneys fees
17 in this action.

18 **GENERAL INJUNCTIVE RELIEF**

19 6. Gonzalez and its current officers, agents and employees will comply with all
20 requirements of Title VII with respect to providing a work environment free from
21 discrimination, including harassment, on the basis of gender and/or national origin.

22 7. Gonzalez and its current officers, agents and employees agree not to retaliate
23 against Priscilla Botello, Maria Garcia, Ana S. (Cecilia) Gonzalez, Bibiana Lazaro, Maria
24 Mayorga, Maria Santos, Flora Solorio, and Manuel Garcia ("Charging Parties") for having
25 testified or participated in any manner in the Commission's investigation and the proceedings
26 in this case.

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1 **SPECIAL INJUNCTIVE RELIEF**

2 **Non-Discrimination Policies**

3 8. Within sixty (60) days of the entry of this Consent Decree, Gonzalez will revise
4 its non-discrimination policy so it describes what constitutes gender-based and national origin-
5 based discrimination and harassment, explains that such discrimination and harassment are
6 illegal, and sets out a complaint procedure for employees who believe they have been the
7 subject of gender and/or national origin-based discrimination and/or harassment. Counsel for
8 the Commission will review these revisions to determine if they comply with the
9 Commission's guidelines.

10 9. Within seventy (70) days of the entry of this Consent Decree, Gonzalez will
11 have the non-discrimination policies referenced in paragraph 8, above, translated into Spanish,
12 and a copy distributed to all employees then employed by Gonzalez.

13 10. Gonzalez will provide the non-discrimination policies referenced in paragraph 8
14 to all new employees when they are hired. The term "new employees" will include both
15 employees who have never before worked for Gonzalez and returning employees. This
16 distribution of the policy will take place at the beginning of every packing season for each
17 product.

18 **Training**

19 11. If, at any time during the term of this Consent Decree, Gonzalez has any
20 laborers in its employ, it will have ninety (90) days in which to train all supervisors and
21 managers regarding gender-based and national origin-based discrimination. This training will
22 include information on a supervisor's responsibilities when an employee complains that
23 gender-based or national origin-based harassment has occurred at a facility with which
24 Gonzalez has a labor contract. This training will be repeated within a year from the date that it
25 is first provided.

26 **Record Keeping, Reports**

27 12. Within thirty (30) days after completing the training described in paragraph 11,
28 above, Gonzalez will mail to counsel for the Commission a report containing the date(s) of

1 training, list(s) of all attendees, and copies of all materials distributed at the training.

2 13. Once every six (6) months, to be measured from the date of entry of this
3 Consent Decree and continuing for the duration of this Consent Decree, Gonzalez will notify
4 counsel for the Commission in writing if it has received any complaints of discrimination
5 and/or harassment based on gender or national origin, what steps were taken in response to
6 such complaints, and how the situation was resolved.

7 **EXPIRATION OF CONSENT DECREE**

8 14. This Consent Decree constitutes a full and final resolution of all the
9 Commission's claims against Gonzalez in this action. This Consent Decree will expire two (2)
10 years after its entry by the Court, provided that Gonzalez has substantially complied with the
11 terms of this Consent Decree. The Commission agrees to give Gonzalez advance written
12 notice of any alleged failure to comply with the terms of this Consent Decree and a reasonable
13 opportunity to cure any alleged breach before seeking Court relief for breach of the Consent
14 Decree. Gonzalez will be deemed to have complied substantially if the Court has not made any
15 findings or orders during the duration of the Decree that Gonzalez has failed to comply with
16 any of its terms.

17 E-Filing Concurrence: I, Cindy O'Hara, attorney for Plaintiff EEOC, attest that I have
18 obtained the concurrence of Lori Bean, attorney for Defendant J. Jesus Gonzalez Labor
19 Contractor, for the lodging of this Consent Decree.

20 On Behalf of Plaintiff Commission:

21 Dated: 3/8/2004

22 **Equal Employment Opportunity Commission**

23 /S/
24 WILLIAM R. TAMAYO
Regional Attorney

25 /S/
26 JONATHAN PECK
Supervisory Trial Attorney

27 /S/
28 CINDY O'HARA
Senior Trial Attorney


On Behalf of Defendant J. Jesus Gonzalez
Labor Contractor:

Dated: 3/8/2004

Epstein, Becker & Green

/S/
LORI BIEN
Attorneys for Defendant J. Jesus Gonzalez

IT IS SO ORDERED


Phyllis J. Hamilton
United States District Judge