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8 **UNITED STATES DISTRICT COURT**
9 **NORTHERN DISTRICT OF CALIFORNIA**

10
11 **EQUAL EMPLOYMENT OPPORTUNITY) Case No. C-06-06140 RS**
COMMISSION,)
12 **)**
13 **Plaintiff,)**
)
14 **v.)**
)
15 **HAMMON PLATING CORPORATION,)**
16 **)**
Defendant.)
17 **)**

CONSENT DECREE

18 Plaintiff Equal Employment Opportunity Commission (“Commission”) filed this
19 action under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of
20 1991 to correct alleged unlawful employment practices on the basis of discrimination
21 based on sex and national origin, and to provide appropriate relief to Teresa Aguilar,
22 Luz Esparza, and Julio Villa, and similarly situated individuals, whom the Commission
23 alleged were adversely affected by such practices. The Commission alleged that
24 Defendant Hammon Plating Corporation (“Hammon”) subjected Ms. Aguilar and Ms.
25 Esparza and similarly situated women to unlawful harassment based on their sex, in
26 violation of Title VII, and subjected Ms. Aguilar, Ms. Esparza, Mr. Villa and similarly
27 situated individuals of Mexican national origin to harassment based on their national
28 origin. Defendant has vigorously denied the above allegations and claims. The

1 Commission and Defendant Hammon now seek to resolve this action as to each other
2 and as between Hammon and Teresa Aguilar, Luz Esparza, and Julio Villa ("Charging
3 Parties") without further contested litigation through the instant Consent Decree. This
4 resolution does not constitute an admission of liability on the part of Hammon, nor
5 constitute a finding on the allegations stated in the Commission's Complaint.

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

8 THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

9 **GENERAL PROVISIONS**

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

12 2. This Consent Decree constitutes a full and final resolution of the
13 Commission's claims against Hammon in this action.

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

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

17 5. The Commission and Hammon will each bear its own costs and attorneys
18 fees in this action.

19 **GENERAL INJUNCTIVE RELIEF**

20 6. Hammon and its current officers, agents, employees, and all persons in
21 active concert or participation with them is enjoined from discriminating based on sex
22 and national origin or permitting the existence of a work environment that is hostile to
23 employees based on their sex and national origin, as prohibited under Title VII.

24 7. Hammon and its current officers, agents, employees, and all persons in
25 active concert or participation with them is enjoined from engaging in, implementing or
26 permitting any action, policy or practice which retaliates against Charging Parties, or
27 any other employee or former employee, for having testified or participated in any
28 manner in the Commission's investigation and the proceedings in this case.

1 **SPECIAL INJUNCTIVE RELIEF**

2 **Non-Discrimination Policies and Complaint Procedures**

3 8. Within thirty (30) days of the entry of this Consent Decree, Hammon will
4 issue a written anti-harassment policy, in English and Spanish. Said policy will
5 incorporate the following policy statement:

6 Hammon Plating Corporation is firmly committed to creating and
7 maintaining a workplace free of unlawful discriminatory harassment; to
8 swiftly and firmly respond to any acts of harassment of which the
9 company becomes aware; to implementing a disciplinary system that is
10 designed to strongly deter future acts of unlawful harassment or
11 retaliation; and to actively monitor its workplace in order to ensure
12 tolerance, respect and dignity for all employees. Hammon encourages its
13 employees to come forward with complaints of unlawful discrimination or
14 harassment, and will not retaliate against individuals who report
15 harassment in the workplace.

16 9. In order to accomplish the objectives reflected in the policy statement
17 referenced in Paragraph 8 of this Decree, Hammon will make sure that its written anti-
18 harassment policy (a) includes definitions of discriminatory harassment, with specific
19 reference to harassment based on race; (b) includes examples to supplement the
20 definitions of harassment based on race; (c) provides for substantial discipline and/or
21 corrective action for incidents of discriminatory harassment; (d) includes strong non-
22 retaliation language with examples to supplement the definition of retaliation, (e)
23 provides for substantial discipline for incidents of retaliation; (f) provides that
24 complaints of harassment and/or retaliation will be accepted irrespective of whether
25 they are made verbally or in writing; (g) explains that Defendant will conduct a prompt
26 and thorough investigation after a complaint is made or received and, where
27 appropriate, will take remedial action upon conclusion of an investigation; and (h)
28 indicates that, promptly upon the conclusion of the investigation of a complaint,
Defendant will communicate to the complaining party the results of the investigation
and a description of the remedial actions taken or proposed, if any.

10. Hammon's above-referenced written anti-harassment policy will contain a
complaint procedure, that will encourage employees to come forward with complaints
about violations of its harassment policy. As part of the policy, Defendant shall provide

1 its employees with convenient, confidential and reliable mechanisms for reporting
2 incidents of harassment and retaliation. Defendant's anti-harassment policy will notify
3 employees that they may lodge a complaint with their immediate supervisor or with
4 Glenn Phinney. The complaint procedure will provide a method for employees to make
5 complaints in Spanish. Hammon's written complaint procedure will be posted, in
6 Spanish and English, in a prominent place accessible to all employees.

7 11. Within ten (10) days of the completion of its anti-harassment policy,
8 Hammon will distribute it to all workers, and will provide copies to all new and
9 returning workers as they enter or re-enter the workforce.

10 **Training**

11 12. Hammon will use an outside consultant, paid for by Hammon, to train all
12 employees, once within every ten (10) months period during the term of this decree
13 (three trainings total), concerning sex and national origin discrimination, including the
14 legal prohibitions on harassment. Said trainings will be of no less than two hours in
15 length per training, and will be introduced by a member of upper management for
16 Hammon. Said trainings will be conducted in both Spanish and English.

17 **Record Keeping and Reports**

18 13. Within ten (10) days of the completion of its anti-harassment policy,
19 Hammon will send a copy of said policy to counsel for the Commission.

20 14. Within thirty (30) days after completing each training session described in
21 Paragraph 12, Hammon will mail to counsel for the Commission a report containing the
22 date of training, the name and position of the individual from upper management who
23 introduced the training, an outline of the training content, a list of all attendees, and
24 copies of all materials distributed at the training.

25 15. Once every six (6) months, to be measured beginning at the date of entry of
26 this Consent Decree and continuing for the duration of this Consent Decree, Hammon
27 will notify the counsel for the Commission whether it has received any complaints of
28 sexual harassment or national origin harassment from its employees (whether said

1 complaints were filed with an administrative agency or simply raised to a management
2 official at the workplace), what steps were taken in response to such complaint, and how
3 the situation was resolved.

4 **MONETARY RELIEF**

5 16. Hammon will pay the sum of \$115,000.00 as damages and in complete
6 satisfaction of the Commission's claims against Hammon as set forth in its Complaint.
7 This sum will be allocated by the Commission, at its sole discretion, among the charging
8 parties and similarly situated employees. This sum will be paid by check made out
9 directly to each individual designated by the Commission, and will be mailed to them in
10 care of the Equal Employment Opportunity Commission, to the Commission trial
11 attorney's attention. Said checks will be sent by Hammon within sixty (60) days of
12 transmission of the names of the individuals to whom the sum is being allocated and the
13 amount of allocation to each individual.

14 **EXPIRATION OF CONSENT DECREE**

15 17. This Consent Decree constitutes a full and final resolution of all the
16 Commission's claims against Hammon in this action. This Consent Decree will be in
17 effect for two and a half years (thirty months) , and will expire at midnight of the date
18 two and a half years (thirty months) after its entry by the Court, provided that Hammon
19 has substantially complied with the terms of this Consent Decree. Hammon will be
20 deemed to have complied substantially if the Court has not made any findings or orders
21 during the term of the Decree that Hammon has failed to comply with any of the terms of
22 this Decree.

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