

WILLIAM R. TAMAYO, CA SBN 084965  
DAVID F. OFFEN-BROWN, CA SBN 063321  
ELIZABETH ESPARZA-CERVANTES, CA SBN 205412  
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
San Francisco District Office  
350 The Embarcadero, Suite 500  
San Francisco, CA 94105-1260  
Telephone No. (415) 625-5658  
Fax No. (415) 625-5657  
[Elizabeth.Esparza-Cervantes@eeoc.gov](mailto:Elizabeth.Esparza-Cervantes@eeoc.gov)

Attorneys for Plaintiff

UNITED STATES DISTRICT COURT  
DISTRICT OF HAWAII

**EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,**

**Plaintiff,**

**vs.**

**CHAMINADE UNIVERSITY,**

**Defendant.**

CIV NO. CV-06-00136-SPK-BMK

CONSENT DECREE

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**INTRODUCTION**

1. Plaintiff U.S. Equal Employment Opportunity Commission (“Commission” or “EEOC”) and Defendant Chaminade University of Honolulu (“Chaminade”), hereby stipulate and agree to entry of this Consent Decree to resolve the EEOC’s Complaint filed under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991. The EEOC brought the suit to correct alleged unlawful employment practices on the basis of sex and to make whole Chie McCaughey who was aggrieved by the alleged unlawful

practices. The EEOC alleges that Chaminade violated Title VII of the Civil Rights Act of 1964, as amended, by withdrawing an offer to Chie McCaughey (“McCaughey”) for employment as an Off Campus Program Coordinator for its Hickam Airforce Base position because of her pregnancy.

2. Chaminade denies these allegations.

### **JURISDICTION**

3. The Court has jurisdiction over the parties and the subject matter of this lawsuit, pursuant to 28 U.S.C. Sections 451, 1331, 1337, 1343, 1345, 1367, and 42 U.S.C. Section 2000e-5(f). The Court shall retain jurisdiction of this action during the duration of the Decree for the purposes of entering all orders, judgments and decrees which may be necessary to implement and/or enforce the relief provided herein or to otherwise effectuate the purposes of the Decree.

### **PURPOSES AND SCOPE OF THE CONSENT DECREE**

4. In the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, the Commission and Chaminade (hereinafter referred to as “the Parties”) have agreed that this action should be finally resolved by entry of this Consent Decree.
5. The Parties agree that this Decree constitutes a complete resolution of EEOC Charge No. 378-2005-00153 and the complaint filed in this action. The Decree also constitutes a complete resolution of any and all claims under Title VII that were made or could have been made by the EEOC in this action. It is agreed and ordered that the settlement herein settles any and all claims that could have been included by EEOC in this suit.
6. Nothing in this Decree shall be construed to limit or reduce Defendant’s obligation to comply fully with Title VII or any other federal employment statute.

7. Nothing in this Decree shall be construed to preclude the EEOC or Defendant from enforcing this Decree pursuant to its terms in the event any party has failed to perform the promises and representations contained herein.

**EFFECTIVE DATE AND DURATION OF DECREE**

8. The provisions and agreements contained herein are effective immediately upon the date on which this Decree is entered by the Court (“the Effective Date”).
9. Except as otherwise provided herein, the Decree shall remain in effect for four (4) years after the Effective Date.

**MONETARY RELIEF**

10. In settlement of the EEOC’s claims, Chaminade shall pay to Chie McCaughey the gross sum of \$50,000 (Fifty-Thousand Dollars and No Cents).
11. The monetary relief for Ms. McCaughey shall be issued in one check made payable to Ms. McCaughey and delivered by certified mail to Ms. McCaughey at her home address. Chaminade shall make payment in the form of a business check, cashier’s check, or certified check. Chaminade also will issue an IRS Form 1099, for the settlement amount of \$50,000, at the same time it issues the check to facilitate her payment of any applicable taxes.
12. Payment shall be made no later than ten (10) days after the effective date of this Consent Decree.
13. Chaminade shall send a copy of the check to the EEOC at the following address: Elizabeth Esparza-Cervantes, Equal Employment Opportunity Commission, 350 The Embarcadero, Suite 500, San Francisco, CA 94105.

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## **INJUNCTIVE RELIEF**

### **EEO Policies**

14. Chaminade's Equal Employment Opportunity Policies ("EEO Policies") must expressly prohibit discrimination on the basis of pregnancy. Chaminade shall advise applicants of the EEO Policies, and state that violation of the EEO Policies may result in disciplinary action. Chaminade's EEO Policies must: (i) include definitions of pregnancy discrimination, with specific reference to pregnancy in hiring; (ii) include examples to supplement the definitions of pregnancy discrimination; (iii) provide for substantial and progressive discipline and/or corrective action for employees who engage in pregnancy discrimination; (iv) prohibit retaliation against employees who seek information about their rights as pregnant employees or who complain that they may face or are facing discrimination based on their pregnancy; (v) provide for substantial and progressive discipline for incidents of retaliation; (vi) provide that complaints of pregnancy discrimination and/or retaliation will be investigated irrespective of whether they are made verbally or in writing or whether they are made by applicants or employees; (vii) provide a timetable for commencing an investigation after a complaint is made or received and for remedial action to be taken, if appropriate, upon conclusion of an investigation; and (viii) indicate that, promptly upon the conclusion of the investigation of a complaint, Chaminade will communicate to the complaining party the results of the investigation and the remedial actions taken or proposed, if any.
  - A. Chaminade shall effectively disseminate its EEO policies by:
    - 1) Posting the revised policy on Chaminade's intranet, which is available to all current employees, within 30 days of its adoption and providing a notice to Chaminade employees (a)

that the revised policy is available on the intranet, and (b) summarizing the revisions to the policy; and

- 2) Providing access to the revised policy to new employees or applicants for employment.
- 3) Requiring that each employee who receives a copy of the policies and procedures sign a statement acknowledging their receipt of the policies.

B. In the event that Chaminade decides to revise the pregnancy provisions of its EEO policies and procedures during the term of the decree, Chaminade will submit a copy of the revised EEO policies to the EEOC for its review at least thirty (30) days before the anticipated date of implementation. The EEOC will notify Chaminade within fourteen (14) days of receipt of the revised policies if it has any concerns about the proposed revisions.

### **COMPLAINT PROCEDURES**

15. Chaminade shall maintain a complaint procedure designed to encourage employees to come forward with complaints about violations of its pregnancy discrimination policy. As part of the policy, Chaminade shall provide its employees with convenient, confidential and reliable mechanisms for reporting incidents of pregnancy discrimination and retaliation. Chaminade's complaint procedure policy shall notify applicants and employees that they can lodge a complaint with the Human Resources Department and shall provide the name and telephone numbers for the Human Resources employee responsible for addressing the complaint. Contact information for the Human Resources Department also shall be continuously posted in a prominent place at all of Chaminade's business locations.

- A. Chaminade will submit a copy of the complaint procedures to the EEOC at the same time it submits its certification of completion of training as required below.

### **TRAINING**

- 16. **Anti-Discrimination Training.** Within ninety (90) days of entry of this decree, Chaminade will develop and present to all employees at least one hour of training on sex discrimination and retaliation related to employment, providing a focus on pregnancy discrimination. The cost of the training will be borne by Chaminade.
- 17. The training described in the preceding paragraph shall be provided by individuals with established experience in the area of employment discrimination, pregnancy discrimination and retaliation under Federal law. The training will include examples of pregnancy discrimination, particularly pregnancy discrimination in hiring and retaliation which violates federal anti-discrimination statutes. The training will further inform each participant that he or she is responsible for knowing and complying with the contents of Chaminade's EEO Policies.
  - A. Thirty (30) days in advance of the training Chaminade shall provide to the EEOC a copy of the course syllabus, outline, or Power-Point™ slides for the training. Following the training session, all participants shall be given a questionnaire through which they will be asked to critique the training and to provide suggestions to improve future trainings.
  - B. Chaminade will retain records of the training session, listing the date on which it held the training and identifying the persons who attended and those who did not attend. Chaminade will provide a copy of these records, the training materials and the completed post-training

questionnaire to the EEOC within thirty (30) days of completion of the training.

18. **Training of Employees With Hiring Duties:** For all persons involved in interviewing and hiring applicants for employment, Chaminade shall also provide at least one hour of training on discrimination and retaliation under Title VII, **including half an hour on pregnancy discrimination**, focusing on prohibited conduct and areas of inquiry. Thereafter, subsequently hired or promoted employees who are given hiring duties shall receive such training within sixty (60) days of their hire or promotion into the position that has an interviewing and/or hiring duty. The purpose of said training shall be to give participants a thorough understanding of issues related to pregnancy discrimination, including, but not limited to theories of liability under Title VII, sources of legal protection for pregnant applicants and employees and the employer's obligation to take preventive, investigative and remedial action with respect to complaints of pregnancy discrimination and to review university policies (including discipline policies) and practices related to pregnancy discrimination and retaliation. The training also shall inform supervisors and managers of their responsibilities under Chaminade's EEO Policies and shall specifically instruct them regarding the supervisor accountability provisions in paragraph 20, below. The cost of the training shall be borne by Chaminade.
19. **Acknowledgment of Training Attendance:** All persons attending mandatory pregnancy discrimination training pursuant to this Consent Decree shall sign an acknowledgment of their attendance at the training, the date thereof, and their position with the company. Chaminade shall retain the originals of these acknowledgments and provide the EEOC with copies thereof.

## **POLICIES DESIGNED TO PROMOTE SUPERVISOR**

### **ACCOUNTABILITY**

**20. Communication of Potential Discipline for Engaging in Discrimination.**

Chaminade shall impose substantial discipline, up to and including termination, suspension without pay or demotion, upon any supervisor, manager or employee with interviewing and/or hiring duties who Chaminade determines has engaged in sex discrimination, including discrimination based on pregnancy, or permits any such conduct to occur in his or her work area or among employees under his or her supervision, or who retaliates against any person who complains or participates in any investigation or proceeding concerning such conduct. Chaminade shall communicate this policy to all of its supervisors, managers or employees with interviewing and/or hiring duties (hereafter collectively referred to as “supervisors and managers”).

A. Chaminade shall advise all managers and supervisors of their duty to actively monitor their work areas to ensure employee compliance with the company’s EEO Policies, and to report any incidents and/or complaints of pregnancy discrimination and/or retaliation of which they become aware to the department charged with handling such complaints.

B. Chaminade shall communicate this policy to all other supervisors and managers at the time they are hired or promoted to supervisor/manager and subsequently, on an annual basis.

### **REPORTS TO THE COMMISSION**

**21. Training Report:** Within thirty (30) days of completion of the training required by this Consent Decree, Chaminade will send the EEOC verification of its completion of training for its employees in the form of a sworn declaration of completion from an agent of the university and copies



of the acknowledgments of training signed by attendees, *see paragraph 19, supra*.

22. **Pregnancy Discrimination Complaint Reports:** Within six (6) months after entry of this Decree, and every six months thereafter:
- A. Chaminade shall submit to the EEOC San Francisco District Office copies of all complaints alleging pregnancy discrimination which have been made by Chaminade applicants and employees, since entry of this Decree or since Chaminade's submission of the immediately preceding report hereunder. Chaminade shall submit to the EEOC San Francisco District Office a statement describing the allegations of each complaint and the result of the investigation of each complaint
  - B. Chaminade will also provide the EEOC information that identifies the name, address and telephone number of the complainant and identify the person who received the complaint. A copy of all records, documents and other writings relevant to such complaints and investigations shall be maintained by Chaminade throughout the effective period of the Consent Decree and will be made available to the Commission within ten (10) days following a written request from the Commission to Chaminade.

### **MODIFICATION AND SEVERABILITY**

23. This Consent Decree comprises the full and exclusive agreement of the parties with respect to the matters discussed herein. No waiver, modification or amendment of any provision of this Consent Decree shall be effective unless made in writing and approved by all the Parties to this Decree, except that any substantive change, modification or amendment of any provision of this Consent Decree shall require approval by the Court.
24. If one or more provisions of the Decree are rendered unlawful or unenforceable, the Parties shall make good faith efforts to agree upon

appropriate amendments to this Decree in order to effectuate the purposes of such provisions. In any event, the remaining provisions will remain in full force and effect unless the purposes of the Decree cannot, despite the Parties' best efforts, be achieved.

25. By mutual agreement of the Parties, this Decree may be amended or modified in the interest of justice and fairness in order to effectuate the provisions of this Decree.

#### **ADMINISTRATION AND IMPLEMENTATION OF CONSENT DECREE**

26. Defendant shall bear all costs associated with their obligations under this Consent Decree, except as set forth herein.

#### **COSTS AND ATTORNEYS' FEES**

27. Each party shall bear its own costs of suit and attorneys' fees.

#### **COUNTERPARTS AND FACSIMILE SIGNATURES**

28. This Decree may be signed in counterparts. A facsimile signature or an e-mail of a scanned signature shall have the same force and effect of an original signature or copy thereof.

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

29. This Court has jurisdiction over the subject matter of this action and over the Parties for the purposes of entering and enforcing this Consent Decree for a period of four (4) years from entry of this Decree. The Complaint asserts claims that, if proven, would authorize the Court to grant the relief set forth in this Decree. This Court will retain jurisdiction over this Decree for all purposes until the expiration of Chaminade's obligations as set forth herein.
30. This Consent Decree is final and binding upon the Parties, their successors and assigns.

31. The terms and provisions of this Decree are adequate, fair, reasonable, equitable and just. The rights of the Parties and the public interest for which the EEOC seeks redress are protected adequately by this Decree.
32. This Consent Decree conforms with the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and will be in the best interest of the Parties.

**RETENTION OF JURISDICTION**  
**AND EXPIRATION OF CONSENT DECREE**

33. This Consent Decree shall terminate four (4) years from the date of entry by the court, unless the Commission petitions this court for an extension of the Decree because of noncompliance by Chaminade. If the Commission determines that Chaminade has not complied with the Decree, the Commission will provide written notification of the alleged breach to Chaminade and will not petition the court for enforcement sooner than sixty (60) days after providing written notification. The sixty-day period following written notice shall be used by the parties for good faith efforts to resolve the issue. If the Commission petitions the court and the court finds Chaminade to be in substantial violation of the terms of the Consent Decree, the court may extend this Consent Decree.

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34. Except as provided in the preceding paragraph, four (4) years after the entry of this Consent Decree, this lawsuit will be dismissed with prejudice, provided that the Chaminade has complied substantially with the terms of this Consent Decree. Chaminade will be deemed to have complied substantially if the Court has not made any findings or orders during the term of the Decree that Chaminade has failed to comply with any of the terms of this Decree.

On Behalf Of Plaintiff:

U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

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William R. Tamayo

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David F. Offen-Brown

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Elizabeth Esparza-Cervantes

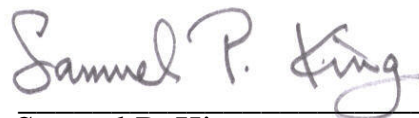
**IT IS SO ORDERED**

DATED: June 19, 2007.

On Behalf of Defendant:

CADES SCHUTTE LLP

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James H. Ashford



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Samuel P. King  
Senior United States District Judge