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U.S. DISTRICT COURT  
NO. DIST. OF CA, S.J.

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SEALED BY ORDER  
OF THE COURT

12 UNITED STATES DISTRICT COURT  
13 NORTHERN DISTRICT OF CALIFORNIA

14 C99-20088 JW

15 EQUAL EMPLOYMENT OPPORTUNITY )  
16 COMMISSION. )

17 CIVIL ACTION NO.

18 Plaintiff,

19 CONSENT DECREE

20 v.

21 TANIMURA & ANTLE, INC.,

22 Defendant.

23 SEALED BY ORDER  
24 OF THE COURT  
25 Untid 2/23/99

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28  
CONSENT DECREE

# TABLE OF CONTENTS

		<u>Page</u>
1		
2		
3		
4	¶¶ 1- 8 .....	1-2
5	<u>Scope of Consent Decree</u>	
6	¶ 9 .....	2
7	<u>General Injunctive Provisions</u>	
8	¶ 10- Sexual Harassment .....	3
9	¶ 11- Retaliation .....	3
10	<u>Monetary Relief</u>	
11	¶ 12 - Blanca Alfaro .....	4
12	¶ 13 - Elias Aragon .....	4
13	¶ 14 - Identified and Unidentified Class Members .....	4
14	a. Settlement Fund Amount .....	4
	b. Settlement Fund Account .....	4
15	c. Transfer of Settlement Fund to Payment Agent .....	5
	d. Eligible Claimants .....	5
16	i. Definition .....	5
	ii. Eligibility Criterion .....	6
17	iii. Factors Considered by Commission in Making Eligibility Determinations .....	6
18	iv. Decision on Amounts Allocated to Eligible Claimants .....	7
	e. Procedures to Determine Eligibility .....	7
19	i. Notification of Settlement/Claims Process .....	7
	a. Paycheck Notice .....	7
20	b. Mailing Notice .....	8
	c. Published Notice .....	8
21	d. Broadcast Notice .....	8
	e. Location and Claim Processing Allowance .....	9
22	ii. The Commission's Determination of Eligibility and Computation of Claims .....	9
23	iii. Notification of Eligibility .....	10
	iv. Objection Procedure to Special Master .....	10
24	v. Participation of Special Master .....	11
	vi. Notification of Final Distribution Amount And Release of Claim .....	11
25	vii. Consequence of Failing to Submit Release .....	12
26	viii. Court Approval of Final Distribution Amounts .....	12
27	ix. Calculation and Distribution of Final Settlement Amounts .....	12
28		

1	x.	Objections to Calculation of Final Settlement Amounts And Procedure for Final Accounting .....	12
2	xi.	Designation of Payee for Cost of Distribution of Settlement Fund and Use of Interest of Consent Decree .....	13
3	xii.	Designation of Payee for Other Administrative Tasks and Procedures for Payment .....	14
4	xiii.	Allocation for Charitable Organizations .....	15
5		<u>Press Release</u> .....	15
6		<u>Special Injunctive Relief</u>	
7		POSTING AND OTHER NOTICE TO EMPLOYEES .....	16
8		¶¶ 15-20	
9	¶ 15.	Posting Regarding Consent Decree. ....	16
10	¶ 16.	Distribution of Sexual Harassment Policy .....	16
11	¶ 17.	Training of Employees. ....	16
12	¶ 18.	Training Logistics. ....	17
13	¶ 19.	Top Management Participation in Training .....	17
14	¶ 20.	Acknowledgment of Training Attendance .....	17
15		SEXUAL HARASSMENT POLICIES AND PROCEDURES .....	18
16	¶ 21.	Potential Modification of Sexual Harassment Policies and Procedures .....	18
17		REPORTS TO THE COMMISSION .....	18
18	¶ 22.	Sexual Harassment Training Reports .....	18
19	¶ 23.	Sexual Harassment Complaint Reports. ....	18
20		POLICIES DESIGNED TO PROMOTE SUPERVISOR ACCOUNTABILITY	19
21		¶¶ 24-28	
22	¶ 24.	Communication of Potential Discipline for Engaging In Sexual Harassment .....	19
23	¶ 25.	Communication of Duty to Actively Monitor Work-site .....	19
24	¶ 26.	Distribution of No Harassment Policy .....	19
25	¶ 27.	Compilation and Distribution of Employment-Related Supervisor Policies .....	20
26	¶ 28.	Commitment to EEO in Management .....	20
27		<u>Other Injunctive Relief</u> .....	20
28		¶¶ 29-31	
29	¶ 29.	Written Reprimand for Fortunato Serna .....	20
30	¶ 30.	Injunction Concerning Hector Garcia .....	20
31	¶ 31.	Injunction Concerning Jose Luis Martinez .....	20
32		<u>Dismissal of Action</u>	
33	¶ 32.	.....	21

## EXHIBITS

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2  
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- A. Settlement Damages for Blanca Alfaro and Elias Aragon  
(Filed Under Seal)
- B. Tanimura and Antle Affiliates
- C. Notice of Settlement
- D. Claims Form
- E. Confidential Settlement Agreement and Release of Claims
- F. Newspaper Announcement
- G. Newspaper and Radio  
Dates of Publication and Announcements, Identification of  
Radio Stations and Newspapers
- H. Radio Announcement
- I. No Harassment Policy
- J. Fortunato Serna Letter (Filed Under Seal)

1           1.     Plaintiff U.S. Equal Employment Opportunity Commission ("Commission" or  
2 "EEOC") brought this lawsuit under Title VII of the Civil Rights Act of 1964, and Title I of the  
3 Civil Rights Act of 1991, to correct unlawful employment practices on the basis of sexual  
4 harassment, harassment and retaliation and to make whole Ms. Blanca Alfaro, Mr. Elias Aragon  
5 and other employees or applicants of the defendant aggrieved by the unlawful practices. Plaintiff  
6 alleged that defendant Tanimura & Antle ("Tanimura" or "the Company") unlawfully subjected  
7 Ms. Alfaro and other women to quid pro quo and/or hostile work environment sexual  
8 harassment. Plaintiff further alleged that defendant Tanimura unlawfully harassed Mr. Aragon  
9 based on his association with Ms. Alfaro. Finally, Plaintiff alleged that Tanimura subjected Ms.  
10 Alfaro, Mr. Aragon and other employees to retaliation after they complained about harassment  
11 and/or rejected the sexual harassment.

12           2.     Defendant denies these allegations and avers that it has engaged in additional pro-  
13 active training and policy-making in order to increase employee and supervisor awareness of the  
14 need to prevent sexual harassment and has further increased the resources devoted to Human  
15 Resources.

16           3.     In the interest of resolving this matter and continuing and strengthening  
17 Tanimura's commitment to equal employment opportunity, and as a result of having engaged in  
18 comprehensive settlement negotiations, the Commission and Tanimura (hereinafter referred to as  
19 "the Parties") have agreed that this action should be finally resolved by entry of this Consent  
20 Decree. This Consent Decree shall not constitute an adjudication and/or finding on the merits of  
21 the case, and shall not be used as evidence of liability, res judicata, or collateral estoppel in any  
22 other legal proceeding against Tanimura.

23           4.     The Parties agree that this Consent Decree resolves all claims arising out of  
24 EEOC Charge Nos. 370-96-0878 and 370-97-0490 and the complaints filed in this action, and  
25 constitutes a complete resolution of all claims of sexual harassment, sex-based harassment,  
26 associational harassment and retaliation under Title VII that were made or could have been made  
27 by the Commission in this action. This Consent Decree does not, however, resolve any future  
28 charges or charges that may be pending with the Commission other than the charges specifically

CONSENT DECREE

1 referred to in this paragraph or those that may be released by Eligible Claimants pursuant to this  
2 Consent Decree.

3 5. This Consent Decree comprises the full and exclusive agreement of the Parties  
4 with respect to the matters discussed herein. No waiver, modification or amendment of any  
5 provision of this Consent Decree shall be effective unless made in writing and approved by all  
6 the Parties to this Decree, except that any substantive change, modification or amendment of any  
7 provision of this Consent Decree shall require approval by the Court.

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

11 6. This Court has jurisdiction of the subject matter and of the parties to this action.  
12 This Court retains jurisdiction over this Consent Decree for all purposes until the expiration of  
13 the defendant's obligations as set forth herein.

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

18 8. This Consent Decree is final and binding upon the Parties, their successors and  
19 assigns.

20 **Scope of Consent Decree**

21 9. The duration of this Consent Decree shall be three (3) years from the date of entry  
22 of the Decree, provided that defendant has complied substantially with the terms of this Consent  
23 Decree. Tanimura will be deemed to have complied substantially if the Court has not made any  
24 finding or orders during the term of the Consent Decree that the defendant has failed to comply  
25 with any terms of this Consent Decree. During that time, this Court shall retain jurisdiction over  
26 this matter and the Parties for the purpose of enforcing compliance with the Consent Decree,  
27 including issuing such orders as may be required to effectuate its purposes.

28 ///

1 **General Injunctive Provisions**

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

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

22 **Monetary Relief**

23 Tanimura agrees to pay the total sum of One Million Eight Hundred and Fifty-Five  
24 Thousand Dollars (\$1,855,000.00) as damages, to be allocated to Blanca Alfaro, Elias Aragon,  
25 identified and unidentified current and former applicants and employees employed by Tanimura  
26 from September 25, 1994 to the present for their claims of alleged sexual harassment, sex-based  
27 harassment, associational harassment, and retaliation. Tanimura shall pay to the Commission the  
28 following sums:

1           12.    Blanca Alfaro

2           a.    Blanca Alfaro shall be paid a satisfactory sum representing (1) damages for  
3 physical injuries and/or physical illness, and emotional distress relating to such physical injuries  
4 and/or physical illness; (2) damages for alleged retaliation and emotional distress; (3) two years'  
5 back pay and; (4) two years' front pay.

6           b.    The actual amount to be paid to Ms. Alfaro is set forth in Exhibit A,  
7 attached hereto. Exhibit A, attached hereto, shall remain under seal.

8           c.    Tanimura shall enter into a separate settlement agreement and release with  
9 Blanca Alfaro and her private attorneys which contains additional terms regarding Alfaro's  
10 individual settlement.

11          d.    Payment shall be made to Alfaro pursuant to the terms of her individual  
12 settlement.

13           13.    Elias Aragon

14          a.    Elias Aragon shall be paid a satisfactory sum representing compensatory  
15 damages for alleged retaliation, the actual amount of which is contained in Exhibit A, attached  
16 hereto. Exhibit A, attached hereto, shall remain under seal.

17          b.    Tanimura shall enter into a separate agreement with Elias Aragon which  
18 contains additional terms regarding Mr. Aragon's individual settlement.

19          c.    Payment shall be made to Aragon pursuant to the terms of his individual  
20 settlement.

21           14.    Identified and Unidentified Class Members

22          a.    Settlement Fund Amount. Tanimura agrees to pay the remainder of the  
23 sum of One Million and Eight Hundred and Fifty-five Thousand Dollars (\$1,855,000.00) in  
24 damages ("Settlement Fund") to be distributed to all "Eligible Claimants" (as that term is defined  
25 in paragraph 14 (d) (ii) herein) all in accordance with the provisions of this Consent Decree.

26          b.    Settlement Fund Account. Within thirty (30) days after entry of this  
27 Consent Decree, Tanimura shall establish and maintain a segregated account on its books, as a  
28 liability, for the Settlement Fund in accordance with generally accepted accounting principles.



1 The Settlement Fund shall accrue interest, compounded daily, at a rate equal to the thirty (30) day  
2 Treasury Bill Rate (or the closest comparable rate thereto) as published in the Wall Street Journal  
3 on the date of entry of this Consent Decree. The Settlement Fund shall accrue interest beginning  
4 thirty (30) days after entry of this Consent Decree and continuing until the last date in which  
5 money would remain in the Settlement Fund, as provided in paragraph 14(e) (xiii). The  
6 Commission will authorize payment to be made by Tanimura from the Settlement Fund up to the  
7 amount of Seventy-Five Thousand Dollars (\$75,000.00) for costs incurred locating and assisting  
8 Eligible Claimants with the claims process, pursuant to Paragraphs 14(e)(i)(d) and 14(e)(i)(e).  
9 In order to effect notice as soon as possible, Tanimura agrees to advance payment for the initial  
10 set-up and administration of the claims process not included in costs to be borne by Tanimura  
11 under Paragraph 14(e)(xii)(a). The Parties understand and agree that Tanimura will be entitled to  
12 reimbursement from the Settlement Fund principal (up to \$75,000) for the advance payment. In  
13 addition, the Parties understand that Tanimura will be entitled to be reimbursed from the interest  
14 earned on the Settlement Fund for costs and expenses associated with the implementation of this  
15 Consent Decree as provided under Paragraph 14(e)(xi).

16 c. Transfer of Settlement Fund to Payment Agent. Tanimura shall appoint a  
17 Payment Agent subject to the approval by the Commission for the administration of payments  
18 from the Settlement Fund. No later than seven (7) days before such payments are made to  
19 Eligible Claimants, Tanimura shall transfer to the Payment Agent for deposit into an account at a  
20 commercial bank the principal sum of the Settlement Fund as of the date of such transfer. Such  
21 account shall accrue interest at the customary rate for such commercial bank beginning  
22 immediately after transfer and continuing until all moneys have been paid out of that account.  
23 Interest earned on the account shall be remitted to Tanimura pursuant to 14(e)(xi). Only  
24 withdrawals authorized by this Consent Decree may be made from the account.

25 d. Eligible Claimants

26 i. Definition. The Settlement Fund shall be used to make payments  
27 to persons who timely submit Claim Forms (such persons are hereinafter referred to as  
28 "claimants") and whom the Commission determines, subject to Court approval, to be eligible to

1 receive monetary relief in this lawsuit (such persons are hereinafter referred to as "Eligible  
2 Claimants").

3 ii. Eligibility Criterion. Eligible Claimants shall include only those  
4 claimants who satisfy each and all of the following criteria:

5 (a) The claimants were employed by, or applicants for,  
6 employment with Tanimura at any time between September 25, 1994, and the date of entry of  
7 this Consent Decree;

8 (b) The Commission timely received from such claimants, in  
9 accordance with the procedures set forth in this Consent Decree, and in the Notice of Settlement,  
10 Claim Form and Release, attached to this Consent Decree and incorporated herein by this  
11 reference as Exhibits C, D and E, respectively; and

12 (c) The Commission received credible evidence that the  
13 individual was subjected to sexual harassment, sex-based harassment or associational harassment  
14 during the period identified in Paragraph 14(d)(ii)(a), above, or retaliated against during the  
15 period identified in Paragraph 14(d)(ii)(a), above, because he or she opposed sexual harassment  
16 or participated in any proceeding relating to a complaint of sexual harassment, sex-based  
17 harassment, associational harassment or retaliation; and

18 (d) The claimant has not previously signed a release which  
19 would cover the actions complained of by the claimant.

20 iii. Factors Considered by Commission in Making Eligibility  
21 Determinations. Acting in its discretion and subject only to final approval by the Court and the  
22 determination by the Special Master regarding objections as provided for in Paragraphs 14(e)(iv)  
23 and 14(e)(v) of this Consent Decree), the Commission shall exclusively determine the eligibility  
24 of claimants for relief under this Consent Decree. In determining such eligibility, the  
25 Commission will consider the following factors: (a) severity of harassment/retaliation, (b)  
26 duration of harassment/retaliation, (c) extent of harm, (e.g. whether the Eligible Claimant was  
27 terminated or constructively discharged), and (d) whether and, if so, the extent to which the  
28 Eligible Claimant complained to the Commission and cooperated or participated in this litigation

1 prior to the date of entry of this Consent Decree. The Commission may also consider whatever  
2 evidence the Commission deems appropriate, including, but not limited to evidence received by  
3 the Commission in its investigation of the charges of discrimination underlying this action, in  
4 connection with its litigation of this action, and in connection with the claims process provided  
5 by this Consent Decree.

6           iv.     Decision on Amounts Allocated to Eligible Claimants. Acting in  
7 its discretion and subject only to final approval by the Court and the determination by the Special  
8 Master regarding objections as provided for in Paragraphs 14(e)(iv) and 14(e)(v) of this Consent  
9 Decree), the Commission shall determine the portion of the Settlement Fund that will be  
10 allocated to each of the Eligible Claimants. The amounts allocated to each Eligible Claimant  
11 shall reflect the factors enumerated in Paragraphs 14(d)(ii) and 14(d)(iii) above. This Consent  
12 Decree contemplates that there will be significant differences in awards to Eligible Claimants but  
13 the maximum compensatory and/or punitive damage award for any individual Eligible Claimant  
14 shall not exceed a gross monetary amount provided for in 42 U.S.C. Section 1981a(b)(3).

15           e.     Procedures To Determine Eligibility

16           i.     Notification of Settlement/Claims Process. Notification of this  
17 Settlement, Claims Process, and Consent Decree (hereinafter referred to as "notification") shall be  
18 made in the following manner: To current employees of Tanimura by letter to their current  
19 address and by written notice with a paycheck, if a paycheck is due, as provided in Paragraph  
20 14(e)(i)(a), below. To those no longer employed by Tanimura, notification will be accomplished  
21 by letter to their last known address if they were employed by Tanimura at any time during the  
22 last five years between September 25, 1994, and the entry of this Consent Decree, as provided in  
23 Paragraph 14(e)(i)(b), below. To current and former employees, notification will also be made  
24 by newspaper and radio, as provided in Paragraphs 14(e)(i)(c) and 14(e)(i)(d), below.

25                   (a) Paycheck Notice. Tanimura shall distribute notification with a  
26 paycheck to all persons currently employed by Tanimura on March 5 or 12, 1999. Tanimura  
27 shall distribute notification with a paycheck to all persons currently employed by Tanimura on  
28 May 14 or 21, 1999.

1 (b) Mailing Notice. Between February 23 and March 12, 1999,  
2 the Commission shall mail a Notice of Settlement and Claim Form (in the form of Exhibits C  
3 and D attached to this Consent Decree). Between February 12-19, 1999, Tanimura shall  
4 cooperate in the notification process including, among other things, providing to the Commission  
5 last known addresses and telephone numbers of current and former employees. The last known  
6 address and telephone number of any employee who was entitled to receive an IRS W-2 form  
7 during the past year will be included with the information provided by Tanimura to the  
8 Commission. This information shall be held in confidence by the EEOC and shall only be  
9 disclosed to the extent necessary for the purpose of administering this Consent Decree. This  
10 information shall be used exclusively for the purpose of administering this Consent Decree. All  
11 persons who wish to participate in distribution of the Settlement Fund must complete and return  
12 a Claim Form (in the form of Exhibit D attached to this Consent Decree to the Commission so  
13 that it is received by the Commission or its designated agent(s) or postmarked no later than July  
14 31, 1999.

15 (c) Published Notice. Within five (5) days of the effective date  
16 of this Consent Decree, Tanimura shall place the published notice of settlement attached hereto  
17 as Exhibit F in English and Spanish (unless otherwise specified) in each of the newspapers  
18 listed in Exhibit G, appended hereto. The notices shall appear on a monthly basis and shall be  
19 printed during the following months:

20	Salinas:	May, June and July, 1999
21	Huron (Fresno):	March, 1999
22	Oxnard:	May and June, 1999
23	Yuma:	March and April, 1999

24 Tanimura shall bear the expense of all notices in this paragraph.

25 (d) Broadcast Notice. Notice of this Consent Decree and the  
26 claims procedure will be broadcast in Spanish over two radio stations in each of the following  
27 locations: Salinas, Huron, Oxnard and Yuma. The dates, times and radio stations for these  
28 broadcasts are set forth in Attachment G, attached hereto. The broadcast will be of a mutually

1 approved tape using a female voice reading a mutually pre-approved announcement, attached  
2 hereto as Exhibit H. Tanimura's advertising agency will contract for the purchase of the radio  
3 time. Funding for these radio broadcasts will come from the Settlement Fund monies available  
4 to the EEOC pursuant to Paragraph 14(e)(i)(e). The designated radio stations will execute  
5 affidavits of performance regarding their respective broadcasts of the announcement. Such  
6 affidavits of performance will be collected by Tanimura's advertising agency. The EEOC shall  
7 be provided the same within twenty (20) days of the conclusion of each radio campaign in Yuma,  
8 Salinas, Huron and Oxnard.

9 (e) Location Fund and Claim Processing Allowance: In order to  
10 further aid in locating and assisting Class Members in the claims process, Tanimura agrees that  
11 up to Seventy-Five Thousand Dollars (\$75,000.00) of the Settlement Fund shall be available to  
12 the EEOC to use at its discretion, pursuant to notice to Tanimura for the exclusive purposes  
13 stated in Paragraph 14(e)(i)(d) and Paragraph 14(e)(xii)(b), which may include the hiring of an  
14 agent to assist in administering the claims process. The Commission agrees to use its best efforts  
15 to hire agents that are neutral parties and who will not be advocates against Tanimura. Such  
16 agents will make no eligibility determinations.

17 ii. The Commission's Determination of Eligibility and Computation  
18 of Claims. Within sixty (60) days after the deadline for receipt by the Commission of returned  
19 Claim Forms, the Commission shall make its preliminary determination as to the eligibility of  
20 each claimant who has timely submitted a Claim Form to the Commission, shall notify Tanimura  
21 of the determination and shall provide Tanimura with the following information: (a) the  
22 claimant's name; (b) a brief statement of the nature of the claimant's allegations and (c) the name  
23 of the discriminating employee. Within thirty (30) days after receipt of the information provided  
24 by the Commission, Tanimura may submit information with respect to a claimant's eligibility as  
25 a means of assisting the EEOC's assessment of claims made. The Commission shall then make  
26 its final determinations as to claimant eligibility and determinations as to the gross (pre-tax)  
27 amount of monetary relief from the Settlement Fund that will be awarded to Eligible Claimants.  
28

1                   iii.    Notification of Eligibility. Within thirty (30) days after the  
2 Commission's final determination described in Paragraph 14(e)(ii), above, the Commission shall  
3 mail to each person from whom it has received a Claim Form and to Tanimura a letter containing  
4 the following information: (a) whether he or she has been designated as eligible to be awarded  
5 relief; (b) the preliminary determination as to the gross (pre-tax) amount of monetary relief to  
6 which such person will be entitled; and (c) the opportunity to object to the Commission's  
7 determination in accordance with the provisions of this Consent Decree. The letter will also  
8 inform each Eligible Claimant that any monetary payments received from the Settlement Fund  
9 may be subject to mandatory federal, state and local income tax withholding.

10                   iv.    Objection Procedure to Special Master. Either Tanimura or any  
11 claimant whose Claim Form is timely received by the Commission and who desires to object to a  
12 Commission determination concerning eligibility may do so by submitting to the Commission,  
13 within thirty (30) days after the date of mailing of the Commission's determination, a written  
14 objection. Any such written objection must state the basis for the objection, as to eligibility and  
15 the specific reasons for such objection. Tanimura may only raise the following limited  
16 objections before the Special Master:

17                               (a)    Tanimura may disagree on an award to be given to  
18 someone whose employment or application for employment did not coincide with the time or  
19 location of the alleged harassing conduct;

20                               (b)    Tanimura may disagree on an award that grossly deviates  
21 from what is reasonable; and

22                               (c)    Tanimura may disagree on awarding money to a claimant  
23 who has previously signed a comprehensive settlement precluding further recovery for the same  
24 claims.

25                                       No credibility determinations made by the Commission are  
26 reviewable by the Special Master.

27                                       Within two (2) weeks after receipt of such written objection, the  
28 Commission shall review its determination as to eligibility for the objecting claimant (or a

1 claimant with respect to which Tanimura has filed an objection ) and either modify its  
2 determination or deny the objection and submit the objection to a Special Master, who shall be  
3 nominated by Tanimura and the Commission, and, if acceptable to the Court, approved by the  
4 Court.

5 v. Participation of Special Master. The Special Master shall promptly  
6 consider each written objection he or she receives. Within twenty-one (21) days after receiving  
7 from the Commission any objections made by Tanimura or a claimant, or as soon thereafter as is  
8 practicable, the Special Master shall render a final determination as to whether the objecting  
9 claimant (or a claimant with respect to which Tanimura has filed an objection) is eligible to  
10 receive relief under this Consent Decree as previously determined by the Commission. The  
11 Special Master has discretion to render a decision based on the evidence presented within the  
12 limited objections permitted in Paragraph 14(e)(iv) that may: (a) alter a claimant's ability to  
13 receive an award, (b) amend the preliminary award determination to a larger or smaller amount  
14 or (c) affirm the preliminary award determination. The Special Master shall notify the  
15 Commission, Tanimura and the claimant concurrently on all matters, including those involving  
16 Tanimura's objections.

17 vi. Notification of Final Distribution Amount and Release of Claim.  
18 Within twenty-one (21) days after receiving notification of the Special Master's final  
19 determinations on any contested claims, the Commission shall mail to each Eligible Claimant a  
20 letter notifying the Claimant of the gross (pre-tax) amount of the payment to which such Eligible  
21 Claimant was finally determined to be entitled (hereinafter, the "Final Gross Settlement  
22 Amount"), and further notifying each Eligible Claimant that in order to receive any monetary  
23 payments under this Consent Decree, the Claimant must execute and deliver to the Commission  
24 or its designated agent a Release (a copy of which is attached hereto as Exhibit E). The letter  
25 will inform each Eligible Claimant that such Release must be signed and returned to the  
26 Commission or its designated agent so that it is either delivered to the Commission or its agent,  
27 or postmarked no later than ninety (90) days after the date on which the Commission mailed the  
28 Releases to such individuals.

1                   vii.    The Consequence of Failing to Submit Release. Any eligible  
2 claimant whose executed Release is not received within the period identified in Paragraph (vi)  
3 above by the EEOC will be ineligible for and forever barred from receiving any monetary relief  
4 under this Consent Decree.

5                   viii.   Court Approval of Final Distribution Amounts. Within fourteen  
6 (14) days after the time provided for returning Releases to the Commission has expired, the  
7 Commission shall file with the Court a motion for the Court's approval of the allocation of the  
8 Settlement Fund among Eligible Claimants as determined by the Commission (or, where  
9 applicable, the Special Master). In connection with this motion, the Commission shall file, under  
10 seal, a final settlement distribution list which shall contain the name, address and Final Gross  
11 Settlement Amount for each Eligible Claimant, as well as a copy of the Release signed by each  
12 Eligible Claimant. The Commission shall concurrently provide Tanimura's Payment Agent with  
13 all information provided to the Court.

14                   ix.    Calculation and Distribution of Final Settlement Amounts. Within  
15 fourteen (14) days after the Court enters an Order approving the Commission's proposed  
16 allocation of the Settlement Fund, the Payment Agent shall notify the Commission of the net  
17 amount to be paid to each Eligible Claimant and the amount of any mandatory minimum income  
18 tax withholding required by federal, state and local taxing authorities, based on the Final Gross  
19 Settlement Amount submitted by the Commission and approved by the Court pursuant to in  
20 Paragraph 14(e)(viii), above.

21                   x.    Objections to Calculation of Final Settlement Amounts and  
22 Procedure for Final Accounting. The Commission shall notify Tanimura's Payment Agent of  
23 any objection to the net amounts calculated by Tanimura's Payment Agent within fourteen (14)  
24 days of receiving the net amounts from the Payment Agents. Tanimura's Payment Agent and the  
25 Commission will use their best efforts to resolve any disagreement. If no resolution is  
26 forthcoming, the Commission shall notify Tanimura and attempt to resolve the problem. If  
27 within fourteen (14) days no resolution is forthcoming, the Commission shall file its objection (s)  
28 with the Court within thirty (30) days from the date the net amounts were disclosed to the



1 Commission. Within fourteen (14) days after the period within which the Commission may file  
2 objections expires, or after the Court has issued an order resolving any objections filed by the  
3 Commission regarding the Payment Agent's proposed net amounts, whichever occurs last, the  
4 following will take place: (a) the Commission shall provide the original signed releases to  
5 Tanimura's counsel and (b) the Payment Agent shall draw on the Settlement Fund checks in the  
6 net amounts calculated by the Payment Agent (or the Court in the event the Commission files an  
7 objection ), and shall mail such checks to the addresses provided by the Commission for the  
8 Eligible Claimants, along with an itemization of any amounts that had been withheld from the  
9 Final Gross Settlement Amount. Simultaneously, the Payment Agent shall send to the  
10 Commission a listing of each payee's name, the check amount and an itemization of any amounts  
11 withheld. The Payment Agent shall notify the Commission in writing of any checks that are  
12 returned. The Commission may take further steps to track those Eligible Claimants who did not  
13 receive their settlement checks provided that the award to any Eligible Claimant who cannot be  
14 found will expire after six months of distribution and any amount not paid to such Claimant shall  
15 be added to any funds to be distributed to organizations addressing women's rights and employee  
16 rights pursuant to Paragraph 14(e)(xiii) of the Consent Decree, even if such amount causes the  
17 total amount of distributions to such organizations to exceed Four Hundred Thousand Dollars  
18 (\$400,000.00). The remedies provided herein shall be the exclusive recourse of any party for the  
19 acts of the Payment Agent and in no case shall Tanimura or the Commission be responsible for  
20 the acts or omissions of the Payment Agent in carrying out its obligations under this Consent  
21 Decree.

22 xi. Designation of Payee for Costs of Distribution of Settlement Fund  
23 and Use of Interest. All costs associated with the distribution of the Settlement Fund to Eligible  
24 Claimants shall be paid by Tanimura, including without limitation, all costs associated with the  
25 creation of the Settlement Fund, and all costs related to the issuance and mailing of checks from  
26 the Settlement Fund. Tanimura may use the interest earned from the Settlement Fund to pay for  
27 all costs associated with the implementation of this Consent Decree, including, without  
28 limitation, the cost of the Special Master. If the total amount of the Special Master's charges

1 exceeds the total amount of interest from the Settlement Fund, Tanimura shall be responsible for  
2 any remainder amount owed to the Special Master. Under no circumstances is Tanimura to use  
3 the principal from the Settlement Fund to pay any costs associated with the distribution of the  
4 Settlement Fund unless otherwise provided in this Consent Decree.

5                   xii. Designation of Payees for Other Administrative Tasks and  
6 Procedures for Payment.

7                   (a) Tanimura shall be responsible for paying the reasonable  
8 costs associated with the following tasks: (1) printing of Consent Decree notices and claim  
9 forms, (2) mailing of such notices and claim forms to potential claimants, (3) preparing a data  
10 base for such mailings, (4) sorting claim forms received and delivering the same to the  
11 Commission, (5) mailing determination letters to claimants, (6) processing of checks to Eligible  
12 Claimants which includes the management of the Settlement Fund and related administrative  
13 agency filings (e.g., issuance of pertinent W-2s, 1099s, etc.), (7) newspaper publications as set  
14 forth in this Consent Decree, and (8) Special Master appeals and mailing of Special Master  
15 determinations. Payments for these functions will be made by Tanimura within ten (10) days of a  
16 request by the Commission for such payment with the exception of payments for the newspaper  
17 publications which shall be arranged by and paid for by Tanimura directly. As provided in  
18 Paragraph 14(e)(xi), above, Tanimura may use the interest earned from the Settlement Fund to be  
19 reimbursed for the administrative costs it incurs in implementing this Consent Decree.

20                   (b) The Commission shall be responsible for paying the  
21 reasonable costs associated with the following tasks: (1) radio announcements, (2) administrative  
22 assistance in processing claim forms not identified in Paragraph 14(e)(xii)(a), above, which  
23 includes the establishment of an 800 toll-free-telephone-line, (3) additional efforts to locate  
24 claimants including, but not limited to, Eligible Claimants who have moved. Payments for these  
25 functions will be made by Tanimura, on behalf of the Commission, within ten (10) days of a  
26 request by the Commission for such payment with the exception of the radio publications which  
27 shall be paid directly by Tanimura upon authorization from the Commission. Payments for these  
28 costs will be reduced from the Seventy-Five Thousand Dollar (\$75,000) allowance taken from

1 the Settlement Fund until such time as Tanimura surrenders the Settlement Fund to the Payment  
2 Agent. The Payment Agent must receive authorization from the Commission prior to making  
3 any payments for the administrative tasks identified in this Paragraph.

4 (c) A contractor of the Commission's choosing may  
5 accomplish administrative tasks associated with the claims process (e.g., printing, mailing, claim  
6 form processing and paying-out of the Settlement Fund). Such contractor shall not be in the  
7 business of legal advocacy but may be dedicated to legal claims administration.

8 xiii. Allocation to Charitable Organizations. If the remainder of the  
9 Settlement Fund is not depleted after the procedures outlined in the above paragraphs, an amount  
10 remaining from this fund up to Four Hundred Thousand Dollars (\$400,000.00) will be given to  
11 organization(s) addressing women's rights and employees' rights chosen by the Commission,  
12 subject to approval by Tanimura, which approval shall not be unreasonably withheld. These  
13 organizations must operate in the counties where Tanimura operates. Any amount remaining  
14 from this Settlement Fund over \$400,000 shall revert to Tanimura at the end of the claim and  
15 distribution process. Unclaimed funds shall be distributed as provided in Paragraph 14(e)(x),  
16 above.

17 Press Release

18 The Parties' officers, agents, employees, successors and all other persons in active  
19 concert with them, shall make no comment to the public at large in the form of a regular press  
20 release, news conference, response to inquiries from the media or other persons or agencies, or  
21 similar disclosure concerning this Consent Decree or settlement of the claims between them in  
22 this case, prior to the entry of this Consent Decree and the issuance of a press release. In  
23 contemplation of a press conference to announce this Consent Decree, the EEOC may issue a  
24 press notice alerting the media to said conference. Such notice will not mention the defendant  
25 company or the specific terms of the Consent Decree. In contemplation of a press conference to  
26 announce this Consent Decree, Tanimura may speak to its employees to put them on notice of the  
27 public announcements to be made about the Consent Decree.

28 ////

1 **Specific Injunctive Relief**

2 **POSTING AND OTHER NOTICE TO EMPLOYEES**

3 15. **Posting Regarding Consent Decree.** The terms of this Consent Decree or an  
4 agreed-upon Notice in English and Spanish shall be, and remain, posted in a clearly visible  
5 location frequented by employees at each location owned and/or operated by Tanimura during  
6 the term of this Consent Decree.

7 16. **Distribution of Sexual Harassment Policy.** Within thirty (30) days of the entry of  
8 this Consent Decree, or as soon thereafter as practical and consistent with the defendant's  
9 obligation pursuant to this Consent Decree, Tanimura shall issue to all employees, supervisors  
10 and managers, Tanimura's sexual harassment policy and procedure statement, and each such  
11 person shall be asked to sign an acknowledgment that they have received and read the policy.  
12 The policy and procedure statement should be written in English and Spanish. The same  
13 acknowledgment shall be required of all newly hired employees at the start of their employment.

14 17. **Training of Employees.** Under the direction of an outside consultant paid by  
15 Tanimura, Tanimura shall provide and require all current and new personnel to attend sexual  
16 harassment training once every year, at the peak period for each location in which Tanimura has  
17 substantial operations (i.e. Salinas(June), Oxnard (May) and Yuma (March)). This would result  
18 in training three (3) times a year, starting within a reasonable period mutually agreed upon by the  
19 parties, but no later than one hundred (100) days after the entry of this Consent Decree. The  
20 purpose of said training will be to give participants a thorough understanding of sexual  
21 harassment issues, including but not limited to, theories of liability under Title VII, sources of  
22 legal protection of sexual harassment victims and the employer's obligation to take preventive,  
23 investigative and remedial action with respect to sexual harassment complaints and to review  
24 company policies (including discipline policies) and practices related to sex harassment and  
25 retaliation. This training shall be designed and conducted with specific reference to the sex  
26 harassment policies of the defendant by an outside consultant in conjunction with company  
27 personnel. Tanimura agrees to allow the outside consultant to conduct the significant portions of  
28 all training programs. The training shall be conducted in both Spanish, English and any other

1 language necessary to to comply with the law. This consultant shall be selected by Tanimura,  
2 subject to approval by counsel for the Commission, which approval shall not be unreasonably  
3 withheld, and will be a person with established experience in matters of sexual harassment  
4 training, and the applicable laws and regulations. Any change in consultants during the terms of  
5 this Consent Decree can be done only upon the joint approval of counsel for the Commission and  
6 Tanimura, or, if a dispute arises, upon Order of the Court.

7       18.    Training Logistics. The content, method of training and size of training classes is  
8 subject to approval by the Commission which approval shall not be unreasonably withheld and  
9 which shall take into consideration the Company's operational needs. The parties have agreed  
10 that management and non-management employees will be separated for purposes of said training.  
11 All training sessions will take place during the employee's regular working hours. Tanimura  
12 agrees to provide a description of each training program to counsel for the Commission no later  
13 than ten (10) days before the training programs are scheduled to be held.

14       19.    Top Management Participation in Training. Mike Antle, Vice President, or an  
15 official of identical or higher ranking with ownership interest in Tanimura shall appear in person  
16 or on videotape at all of the training sessions conducted by the consultant to reiterate the sex  
17 harassment policies of the defendant, to affirm that such harassment shall not be tolerated, and to  
18 encourage women who believe that they have been victims of such harassment to utilize the  
19 complaint procedure established by the defendant. This requirement shall not apply to training  
20 sessions conducted prior to the required start date of such trainings. Any and all presentations  
21 and videotapes used therein will be provided in English, Spanish and any other language  
22 necessary to comply with the law. Counsel for the Commission shall preview and approve the  
23 remarks of Mike Antle, or official of identical or higher ranking, to be made on videotape.

24       20.    Acknowledgment of Training Attendance. All persons attending mandatory  
25 sexual harassment training shall sign an acknowledgment of their attendance at the training, the  
26 date thereof, and their position with the company. The consultant shall retain the originals of  
27 these acknowledgments, and provide Tanimura with a copy thereof.

28    ////

1 SEXUAL HARASSMENT POLICIES AND PROCEDURES

2 21. Potential Modification of Sexual Harassment Policies. After consultation with  
3 the above-referenced consultant, and with the approval of counsel for the Commission, within  
4 forty-five (45) days the defendant shall adopt, revise, modify or otherwise adapt their existing sex  
5 harassment policies, procedures and associated notices and forms to more effectively carry out  
6 Tanimura's obligations under this Consent Decree. Upon the suggestion of the consultant, or as  
7 otherwise deemed appropriate by the Tanimura, and with the approval of counsel for the  
8 Commission, these policies and procedures will be further modified during the term of this  
9 Consent Decree for the same reasons.

10 REPORTS TO THE COMMISSION

11 22. Sexual Harassment Training Report. On the first day of January and June of each  
12 year, commencing June 1, 1999, during the duration of this Consent Decree, Tanimura will mail  
13 to counsel for the Commission a report containing the following information and documentation:

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

16 23. Sexual Harassment Complaint Reports. Within ninety (90) days after entry of this  
17 Decree, defendant will mail to counsel for the commission a report containing the following  
18 information and documentation:

- 19 a. Copies of all sex harassment complaints made since the submission of the  
20 immediately preceding report hereunder, and a statement, as to each, as to the results of the  
21 investigation of such complaints. Additionally, Tanimura will identify the name, address and  
22 telephone number of the complainant and identify the person who received the complainant.  
23 Tanimura will also identify the results of any investigation into sex harassment that they  
24 undertook since the submission of the immediately preceding report. A copy of all records,  
25 documents and other writings relevant to such complaints and investigations shall be maintained  
26 by Tanimura during the period of this Consent Decree, and will be made available to the  
27 Commission within ten (10) days following a written request from Commission counsel to  
28 Tanimura's counsel.

1           b.       The Commission agrees not to disclose to third parties or to use  
2 information submitted to it by Tanimura in compliance with this provision for any purpose other  
3 than to enforce, monitor or administer the provisions of the Consent Decree.

4           c.       In submitting this information to the Commission, Tanimura does not  
5 deprive itself of privileges which would otherwise be applicable. On the first day of January and  
6 June of each year during the duration of this Consent Decree, Tanimura will mail to counsel for  
7 the Commission a report containing the above documentation and information.

8 **POLICIES DESIGNED TO PROMOTE SUPERVISOR ACCOUNTABILITY**

9       24.       Communication of Potential Discipline for Engaging in Sexual Harassment.

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

16       25.       Communication of Duty to Actively Monitor Worksite. Tanimura agrees that it  
17 shall continue to advise all managers and supervisors of their duty to actively monitor their work  
18 areas to ensure employee's compliance with the company's sexual harassment policy, and to  
19 report any incidents and/or complainants of sexual harassment, sex-based harassment and/or  
20 retaliation of which they become aware to the department charged with handling such  
21 complaints.

22       26.       Distribution of No Harassment Policy. Tanimura agrees that it will distribute in  
23 English and Spanish the "No Harassment" policy for supervisors attached hereto to as Exhibit I.  
24 Within ten (10) days of the effective date of this Consent Decree. Tanimura agrees to distribute  
25 the "No Harassment" policy to each and every new supervisor and manager that it hires or  
26 promotes to that position during the life of this Consent Decree no later than ten (10) days after  
27 each supervisor and manager is hired or promoted.

28 ///

1           27.    Compilation and Distribution of Employment-Related Supervisor Policies.

2 Tanimura agrees to compile and distribute supervisor's instructions with respect to hiring  
3 discipline and termination of employees for its managers and supervisors no later than July 31,  
4 1999. Tanimura agrees that these instructions will include the "No Harassment" policy  
5 referenced in Paragraph 26 above and will include any other current and revised policies  
6 pertaining to sexual harassment, sex discrimination and retaliation. Tanimura agrees to distribute  
7 the supervisor's instructions to each and every new supervisors and manager that it hires or  
8 promotes to that position during the life of this Consent Decree no later than ten (10) days after  
9 each supervisor and manager is hired or promoted.

10           28.    Commitment to Equal Employment Opportunity in Management. Tanimura

11 agrees that it shall include "commitment to equal employment opportunity" as a criterion for  
12 qualification for supervisory positions.

13 Other Injunctive Relief

14           29.    Written Reprimand for Fortunato Serna. Within ten (10) days of the effective date

15 of this Consent Decree, Tanimura agrees to issue Mr. Fortunato Serna the written reprimand  
16 which is attached as Exhibit J, submitted to the Court under seal. This written reprimand will  
17 permanently remain in Mr. Serna's personnel file.

18                         Prior to March 31, 1999, whichever is later, Tanimura agrees to send Mr.  
19 Fortunato Serna to individualized counseling specifically designed to educate Mr. Serna about  
20 sexual harassment and prevent him from committing sexual harassment. Counsel for the  
21 Commission shall preview and approve the counseling program that Mr. Serna is to receive.

22           30.    Injunction Concerning Hector Garcia. Tanimura acknowledges that Hector Garcia

23 is no longer employed by Tanimura. Tanimura and its officers, affiliates, agents, employees,  
24 successors and all persons in active concert or participation with it are hereby enjoined and  
25 restrained from hiring Hector Garcia in any capacity at any of its locations during the term of this  
26 Consent Decree. Current affiliates are listed in Exhibit B, appended hereto.

27           31.    Injunction Concerning Jose Luis Martinez. Tanimura acknowledges that Jose

28 Luis Martinez is no longer employed by Tanimura. Tanimura and its officers, affiliates, agents,




1 employees, successors and all persons in active concert or participation with it are hereby  
2 enjoined and restrained from hiring Mr. Jose Luis Martinez in any capacity at any of its locations  
3 during the term of this Decree. Current affiliates are listed in Exhibit B, appended hereto.

4 Dismissal of Action

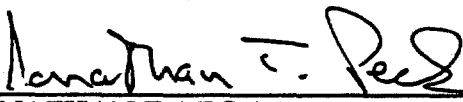
5 32. Three (3) years after the entry of this Consent Decree, this lawsuit will be  
6 dismissed with prejudice, provided that the defendant has complied substantially with the terms  
7 of this Consent Decree. Tanimura will be deemed to have complied substantially if the Court has  
8 not made any finding or orders during the term of the Decree that the defendant has failed to  
9 comply with any of the terms of this Decree.

10 On Behalf of Plaintiff  
11 EQUAL EMPLOYMENT OPPORTUNITY  
12 COMMISSION  
13 C. GREGORY STEWART  
14 General Counsel  
15 EQUAL EMPLOYMENT OPPORTUNITY  
16 COMMISSION  
17 1801 L. Street, N.W.  
18 Washington, D.C. 20507

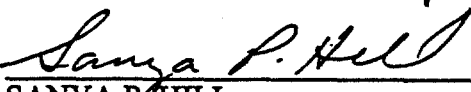
18 DATE: February 4, 1999

19   
20 WILLIAM R. TAMAYO  
21 Regional Attorney

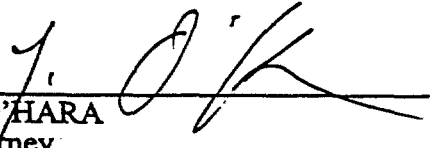
21 DATE: Feb 4, 1999

22   
23 JONATHAN T. PECK  
24 Supervisory Trial Attorney

24 DATE: February 4, 1999

25   
26 SANYA P. HILL  
27 Senior Trial Attorney

27 DATE: February 4, 1999

28   
CINDY O'HARA  
Trial Attorney

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On Behalf of Defendant

DATE: February 4, 1999

Carmen A. Ponce

CARMEN PONCE  
Vice President  
Human Resources

IT IS SO ORDERED

DATE: February 8, 1999

James Wane  
United States District Judge

**EXHIBIT A FILED UNDER SEAL**

---

1. Operating Companies

Tanimura & Antle, Inc.  
Natividad Nurseries, GP  
Salad Time Farms, Inc.  
Hapi Farms, LLC  
Jinjya Farms, LLC  
Muumu Farms, LLC  
Nammu Farms, LLC  
Neptune Farms, LLC  
Poseidon Farms, LLC  
Sobek Farms, LLC  
Varuna Farms, LLC

2. Passive Property-Ownning Companies

Tanimura & Antle Partnership  
Spreckels Industrial Park, LLC  
El Camino Properties, Inc.  
Tani Ranch Company, L.P.  
San Luis Obispo Properties, Inc.  
Tanimura Land Company LLC  
Tanimura Brothers, L.P.  
Antle Brothers, L.P.  
Rick Antle, Inc.  
Mike Antle, Inc.  
Tanimura, Inc.  
Tanimura Brothers, Inc.  
Charles Tanimura & Sons, Inc.  
J & S Farms, Inc.  
Triple T Ranches, Inc.  
R. T. Farms, Inc.  
Anu Land Company, LLC  
Enki Land Company, LLC  
Enlil Land Company, LLC  
Nannia Land Company, LLC

3. Foreign Operating Company

Tanimura & Antle Canada, Inc.\*

\* A French-Canadian subsidiary to be fully operational in 1999. It will employ two U.S. nationals at the management level. All other employees ( management and otherwise) are expected to be Canadian.

**EXHIBIT B**



## U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

San Francisco District Office

901 Market St., Suite 500

San Francisco, CA 94103

PH: (415) 356-5100

TDD: (415) 356-5098

FAX: (415) 356-5126

### NOTICE OF \$1,855,000.00 SETTLEMENT AVAILABLE FOR SEXUAL HARASSMENT AND RETALIATION VICTIMS

Dear Employee of Tanimura & Antle:

I am writing to inform you that the Equal Employment Opportunity Commission (EEOC) and Tanimura & Antle have just reached a \$1,855,000.00 settlement agreement concerning a case of sexual harassment and retaliation, which was filed by some employees of Tanimura & Antle. This agreement establishes a significant portion of a \$1,855,000 settlement fund to give monetary compensation to all employees or applicants for employment of Tanimura & Antle who suffered sexual harassment or retaliation for protesting or opposing sexual harassment from the date of September 25, 1994 to the [date the Consent Decree is entered]. A flyer which helps explain sexual harassment and retaliation is attached.

If you worked for or applied for work with Tanimura & Antle between September 25, 1994 and the present, and believe that you suffered sexual harassment or retaliation for protesting or opposing sexual harassment, you may be eligible to receive compensation for your economic and emotional damages for claims of sexual harassment or retaliation. You do not have to be a U.S. citizen or resident to receive compensation – your immigration status does not matter.

To apply for compensation, you have to fill out the form that is included with this letter, and return it to the Equal Employment Opportunity Commission [address of Gilardi and Co.]. There is an envelope included with this letter to assist you.

**The claim form must be returned to the EEOC [or its designated agent] or postmarked no later than July 31, 1999, or we cannot consider your application!**

Tanimura & Antle will not retaliate against you for filling out this form. Federal law and the agreement in this case prohibit retaliation against a person who makes a claim for sexual harassment or retaliation, or who participates in this process.

If you have any questions about this letter or the agreement between Tanimura & Antle and the EEOC, or if you need help with the form, please call (EEOC, or 1-800 numbers). Your call will be handled confidentially. The EEOC will contact you to inform you of its decision regarding your application.

Sincerely,

The Equal Employment Opportunity  
Commission

**EXHIBIT C**

# **CLAIMS FORM**

Name:

Did you work or apply for work at Tanimura & Antle under any other name, and if so what was it?

Current Address:

Current Telephone Number:

Please give us the name, address & telephone number of a relative or friend we can contact if we cannot reach you. (It is your responsibility to keep us informed of any change of address. If we cannot locate you, you may lose your right to receive money!)

## **EMPLOYMENT HISTORY**

Do you currently work for Tanimura & Antle? If so, when did you begin your employment with Tanimura & Antle?

If you do not presently work for Tanimura & Antle, what dates did you work there?

If you no longer work for Tanimura & Antle, why did you leave your employment there?

If you never worked for Tanimura & Antle but applied or attempted to apply to work there, when did that occur?

## **SEXUAL HARASSMENT**

Do you believe you suffered sexual harassment while employed or applying for employment with Tanimura & Antle?

Please describe all incidents of sexual harassment.

## **RETALIATION**

Do you believe you suffered retaliation while employed at Tanimura & Antle for opposing or protesting sexual harassment, or for assisting someone who complained of sexual harassment?

Please describe any incidents of retaliation.

Please describe how these incidents of retaliation affected your employment with Tanimura & Antle.

**EXHIBIT D**

## **DAMAGES**

Please state if the incidents of sexual harassment and/or retaliation described above affected you emotionally, and if so describe how.

Please state if the incidents of sexual harassment and/or retaliation described above affected you financially, and if so describe how.

If you no longer work for Tanimura & Antle have you worked since that time? If so, please give dates of employment, and wages earned.

Did you make any complaints to Tanimura & Antle or any government agency regarding sexual harassment or retaliation? If so, please describe.

Do you have any documents related to your claim of sexual harassment or retaliation? If so, please attach copies. You do not need to have documents to have a valid claim.

I understand that in the event that I am awarded damages from the settlement fund, I will have to execute a release of claims against Tanimura & Antle in order to receive that award from the settlement fund.

I, (print name) \_\_\_\_\_, declare under penalty of perjury that the information I have provided on this form or any supplemental sheets submitted with this form are true and correct to the best of my knowledge and if called upon to testify regarding my statements I would do so as stated herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**CONFIDENTIAL SETTLEMENT AGREEMENT AND  
RELEASE OF CLAIMS**

I, the undersigned, enter into this Confidential Settlement Agreement and Release of Claims ("Agreement") for the benefit of Tanimura & Antle, Inc., its predecessors, beneficiaries, assigns, parents, successors, subsidiaries, divisions, affiliates, related entities, directors, officers, partners, employees and agents, past and present, ("Tanimura") in consideration of the terms and conditions stated below:

1. I made a claim for recovery pursuant to the procedures outlined in the Consent Decree entered into by Tanimura and the Equal Employment Opportunity Commission ("EEOC") in the United States District Court of the Northern District of California, under Civil Action Number \_\_\_\_\_ ("Consent Decree").

2. In connection with my claim, I acknowledge that I have been granted an award in the amount of \$ \_\_\_\_\_ And that this award shall not be construed in any way as an admission by Tanimura that it acted wrongfully with respect to me or any other person. I understand that Tanimura specifically disclaims any liability for or wrongful acts against me and any other person.

3. For value received, including the above mentioned sum of \$ \_\_\_\_\_ and the execution of the Consent Decree, the adequacy and sufficiency of which is hereby acknowledged, I hereby on behalf of myself and my respective predecessors, executors, attorneys, administrators, beneficiaries, heirs and assigns, do fully, finally and forever release and discharge Tanimura, including without limitation its respective predecessors, beneficiaries, assigns, parents, successors, subsidiaries, divisions, affiliates, related entities, directors, officers, partners, employees, agents and attorneys, past and present (collectively, the "Released Parties") from any and all claims, demands, causes of actions, costs, expenses, damages, losses, judgments, orders and liabilities of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, vested or contingent, suspected or unsuspected, which have existed or do exist, and which arise out of events occurring prior to and up to the date of this Agreement which may arise from violations of the California Fair Employment and Housing Act, Title VII of the Civil Rights Act of 1964 and its amendments based on claims of sexual harassment, sex-based harassment, associational harassment or retaliation. This release covers all potential released claims held by me against Tanimura and all other Released Parties for conduct or omissions up to the date and time the Agreement is signed. I promise not to file any lawsuit against Tanimura or any of the other Released Parties asserting or otherwise based on or in any way related to the matters released or otherwise waived hereunder.

4. I hereby expressly waive reliance on the provisions of California Civil code section 1542, and any corresponding provision under the laws of any other jurisdiction, which provide:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR

I intend this to be a full release of all claims, both known and unknown, held by me against Tanimura and/or any of the other Released Parties for any conduct or omission released in paragraph 3 occurring up to the time the Agreement is executed and dated. I understand the meaning of this paragraph and acknowledge that I may seek the advice of counsel if I desire further clarification. This full release by me of known and unknown claims applies in any jurisdiction where an action or claim inconsistent with this release may be filed, notwithstanding the existence in such jurisdiction of a statute similar to Section 1542 of the California Civil Code.

5. I understand and agree that the contents, terms and conditions contained in this agreement are intended to be and remain confidential between me and Tanimura, provided, however, that I may disclose the terms of this Agreement to (1) to my family members and/or financial and/or legal advisors, if any, subject to their



agreement to maintain the confidentiality of this Agreement, or (2) as may be required by law, and then only to the extent that such legal requirement compels such disclosure.

6. I further understand that once a check is issued for the sum identified in Paragraph 3 above, I will have six (6) months from the date of issuance to cash that check or it will become null and void and I will have no further recourse to collect said sum.

7. I have not assigned to any third party any claim relating to claims released by this Agreement to Tanimura or any of the other Released Parties. I further represent that I have no pending administrative or legal proceeding relating to claims released by this Agreement against Tanimura or any of the other Released Parties.

8. If any term of this Agreement is held to be invalid, void or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall in no way be affected. The parties shall thereafter use their best efforts to find an alternative way to achieve the same result.

9. I agree to bear all of my own costs, including but not limited to attorney's fees, associated with bringing, negotiating and executing this Agreement.

10. I acknowledge that through my own efforts and/or with the advice of counsel, I fully understand the significance and consequences of this Agreement and represent the terms hereof are knowingly and voluntarily accepted by me.

11. This Agreement shall be interpreted and construed in accordance with the laws of the state of California and of the United States of America.

By my signature, I agree that the above terms set forth in entire agreement that I make with Tanimura and the other Release Parties with regard to the subject matter hereof, and I do so as of this \_\_\_\_\_ day of \_\_\_\_\_

---

Claimant's Signature

**NOTICE OF \$1,855,000.00 SETTLEMENT  
TANIMURA & ANTLE  
SEXUAL HARASSMENT & RETALIATION**

Equal Employment Opportunity Commission v. Tanimura & Antle

Case No. \_\_\_\_\_

United States District Court for the  
Northern District of California  
San Jose Division

**FOR WOMEN WHO SUFFERED SEXUAL HARASSMENT WHILE EMPLOYED BY  
OR APPLYING FOR WORK AT TANIMURA & ANTLE, AND FOR WOMEN OR MEN  
WHO SUFFERED RETALIATION FOR OPPOSING OR REJECTING SEXUAL  
HARASSMENT, OR ASSISTING SOMEONE WHO DID.**

On \_\_\_\_\_, a court approved \$1,855,000.00 settlement was reached in a sexual harassment and retaliation lawsuit against Tanimura & Antle Company, filed by the United States Equal Employment Opportunity Commission. This settlement includes a monetary damage fund to compensate victims of sexual harassment and retaliation for employees or applicants for employment at Tanimura & Antle.

Women who believe they suffered sexual harassment while working at Tanimura & Antle or while applying for work there, and women and men who believe they suffered retaliation for rejecting or opposing sexual harassment, or assisting someone who did may now submit claims forms to share in these settlement funds.

To qualify, you must have worked for, or applied for work at Tanimura & Antle any time between September 25, 1994 and [date of entry of Consent Decree].

**What the claims might be worth:**

Title VII of the Civil Rights Act of 1964, as amended, allows for recovery of compensatory and punitive damages for claims of sexual harassment or retaliation. The decision as to whether you qualify for an award of damages, and the amount of those damages, will be made by the

Equal Employment Opportunity Commission, based on your application.

**Free consultation and counseling:**

If you wish to make a claim, you can obtain free advice and assistance with filling out your claims form. Please contact any one of the following numbers, and tell them you wish to make a claim in the Tanimura & Antle settlement:  
(EEOC [or its designated agent], 1-800 numbers)

**How and when to file a claims form:**

If you have recently worked for Tanimura & Antle, you may already have received a claims form and other information regarding this case in the mail. If you have not, please call one of the numbers above to obtain a claims form and other information.

**YOUR CLAIM MUST BE RECEIVED BY THE  
EEOC [OR ITS DESIGNATED AGENT] OR  
POSTMARKED BY July 31, 1999, OR YOU  
WILL LOSE YOUR RIGHT TO SHARE IN THE  
SETTLEMENT FUNDS! IF YOU WANT TO  
MAKE A CLAIM, CONTACT ONE OF THE  
ABOVE NUMBERS IMMEDIATELY!**

If you have completed a claims form, mail it to Attn:  
EEOC, [address of Gilardi & Co.], or deliver it to  
before July 31, 1999!

**FOR MORE INFORMATION, CALL (EEOC, Designated Agent, 1-800 #'s)**

**EXHIBIT F**

## NEWSPAPER

LOCATION	NEWSPAPER	LANGUAGE
Yuma	Yuma Daily Sun	English
	Bajo El Sol	Spanish
Oxnard	Ventura County Star (Oxnard)	English
	LaVida	Spanish
Huron	The Fresno Bee	English
	Vida En El Valle	Spanish
Salinas	The Californian	English
	El Sol	Spanish

## RADIO

LOCATION	STATION	DATES	FREQUENCY	TIMES
Yuma	XHSLR	Mar 1-6, 1999 Mar 8-13, 1999 Mar 22-27, 1999	2 times per day, 6 days per week	5:30 a.m. and 6:00 p.m.
		XEMX "Radio Caliente"		
Oxnard	KMLA "La M"	Mar 1-6, 1999 May 10-15, 1999	2 times per day, 6 days per week	5:30 a.m. and 6:00 p.m.
		KXLM "Radio Lazer"		
Huron	KUFW "Radio Campesina"	Mar 8-13, 1999	2 times per day, 6 days per week	5:30 a.m. and 6:00 p.m.
		KSJV "Radio Bilingüe"		
Salinas	KLFE/KTGE "Radio Tigre"	Apr 5-10, 1999 Jun 7-12, 1999 Jul 5-10, 1999	2 times per day, 6 days per week	5:30 a.m. and 6:00 p.m.
		KSEA "Radio Campesina"		

**EXHIBIT G**

# ☆☆EEOC NEWS☆☆

U.S. Equal Employment Opportunity Commission  
San Francisco District Office  
(415) 356-5100

## RADIO ANNOUNCEMENT

FOR IMMEDIATE RELEASE    March [X], 1999

CONTACT:            William R. Tamayo, Regional Attorney            (415) 356-5084  
                         Jonathan T. Peck, Supervisory Trial Attorney        (415) 356-5085  
                         Sanya Hill, Senior Trial Attorney                    (415) 356-5083  
                         Cynthia O'Hara, Trial Attorney                        (415) 356-5053

**The following is a public service announcement by the United States Equal Employment Opportunity Commission:**

On [date], Tanimura & Antle Company agreed to settle claims of sexual harassment and retaliation brought against the company by the United States Equal Employment Opportunity Commission, on behalf of employees and applicants for employment at Tanimura & Antle. A substantial part of a \$1,855,000 million settlement fund would provide compensation to victims of sexual harassment and retaliation.

If you believe you have suffered sexual harassment while employed by or applying for work at Tanimura & Antle Company, or if you believe you have suffered retaliation for opposing or rejecting sexual harassment, or assisting someone who did, at Tanimura & Antle, you may be entitled to compensation.

To qualify, you must have worked for, or applied for work at Tanimura & Antle any time between September 25, 1994, and [date the Decree is entered].

**There are two ways to file a claim:**

1. You may have already received a claim form in the mail. Complete this form and return it to the Equal Employment Opportunity Commission at the address on the form [address of Gilardi & Co.] or [deliver to EEOC's designated agent] before July 31, 1999.
2. If you have not received a form, please call [number] to request a form and any other information. Inform the operator you wish to make a claim in the Tanimura & Antle Settlement.

**ALL CLAIMS MUST BE RECEIVED BY THE EEOC [OR ITS DESIGNATED AGENT] OR POSTMARKED BY JULY 31st, 1999!**

For assistance filing your claim, call [number].

**EXHIBIT H**

**TANIMURA & ANTLE**  
**No-Harassment Policy**  
**Supervisors**

Tanimura & Antle is committed to providing a work environment that is free of unlawful harassment of any kind. In keeping with this commitment, T&A prohibits sexual harassment, and harassment based on pregnancy, childbirth, or related medical conditions, race, color, religion, national origin or ancestry, age, marital status, veterans status, medical condition, physical or mental disability, sexual orientation, or any other basis prohibited by law. All such harassment is unlawful. T&A's harassment policy applies to all persons involved in the operation of the Company and absolutely prohibits unlawful harassment by any employee of the Company, including supervisors and co-workers. All employees are responsible for respecting the rights of their co-workers. The Company's harassment policy is as follows:

a. As a supervisor for Tanimura & Antle, you have been entrusted with providing the employees you supervise with a harassment-free work environment. It is therefore your responsibility to actively monitor your designated work area to ensure that employees comply with the Company's no-harassment policy and to immediately stop any harassment that you are made aware of by your personal observations or otherwise. You are to immediately report any complaint of harassment to the Human Resources Department for handling. If you engage in harassment yourself, you will be subject to immediate disciplinary action up to and including the termination of your employment. The Company cannot and will not tolerate unlawful harassment of any kind.

b. As to sexual harassment, T&A prohibits unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when submission to or rejection of this conduct explicitly or implicitly affects an individual's employment, unreasonably interferes with an individual's work performance, or creates an intimidating, hostile or offensive work environment.

c. Prohibited unlawful harassment includes, but is not limited to, the following behavior:

(1) Verbal conduct: making or using derogatory, lewd or sexually oriented comments, epithets, or jokes; making unwanted sexual advances or propositions; whistling at someone; using foul or obscene language; requesting sexual favors in exchange for employment rewards, or making threats if sexual favors are not provided.

(2) Visual conduct: leering, prolonged staring; making sexual gestures; displaying of sexually suggestive or explicit objects, pictures, cartoons or posters.

(3) Physical conduct: unwanted touching or gesturing; impeding or blocking normal movement; violating someone's "personal space"; stalking; assault; rape.

(4) Other conduct: offensive or unwanted sexually suggestive telephone calls; E-mail or voice-mail messages; notes or letters; any other conduct or behavior deemed inappropriate by the Company.

d. Any employee who believes he or she has been harassed in the workplace, should promptly report the facts of the incident, the names of those involved and of any witnesses to his or her supervisor or, if for any reason that is not possible (e.g., if the employee believes that the supervisor would be unable to handle the matter, or if the supervisor is the basis of the complaint), to the Human Resources Department or to Rick Antle or Mike Antle. Whenever possible, employees are encouraged to inform the person who is engaged in the harassing activity that the conduct is unwelcome and must stop. All claims will be investigated and appropriate corrective action including disciplinary action up to and including termination will be taken against an employee guilty of harassment as determined by the Company in accordance with applicable law. The results of an investigation will be communicated to a complaining employee.

e. T&A prohibits any form of retaliation against any employee for filing a bonafide complaint under this policy or for assisting in a complaint investigation.

**The Federal Equal Employment Opportunity Commission (EEOC) and the California Department of Fair Employment and Housing (DFEH) investigate and prosecute complaints of prohibited harassment in employment. If you wish to contact these agencies, their nearest offices are listed in most telephone books under government listings or you may dial 1-800-664-4000 for the EEOC or 1-800-884-1684 for the DFEH.**

**EXHIBIT J FILED UNDER SEAL**

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# ☆☆EEOC NEWS☆☆

U.S. Equal Employment Opportunity Commission  
San Francisco District Office  
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## RADIO ANNOUNCEMENT

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