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 UNITED STATES DISTRICT COURT
 DISTRICT OF NEW MEXICO
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IN THE UNITED STATES DISTRICT COURT
 FOR THE DISTRICT OF NEW MEXICO

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	CIV 03-1061 RB/RHS
)	
v.)	
)	CONSENT DECREE
UNIFLEX SOUTHWEST, L.L.C., and)	
UNIFLEX, INC., d/b/a CYCLE PLASTICS)	
)	
Defendants.)	
_____)	

The United States Equal Employment Opportunity Commission (the "Commission" or "EEOC") filed this action against Uniflex Southwest, L.L.C., and Uniflex, Inc., d/b/a Cycle Plastics ("Defendants"), to enforce Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. ("Title VII") and the Civil Rights Act of 1991, 42 U.S.C. § 1981A. In the Complaint, the Commission alleged that Joann Gutierrez was demoted from her position of Adjuster to Senior Operator due to her sex, and that Ms. Gutierrez was issued an employee warning notice in retaliation for having filed a charge of discrimination with the Commission. The Commission also alleged that Defendants failed to hire or promote women to the Adjuster position and discriminated against women in the terms, conditions, and privileges of their employment, including but not limited to, being denied access to training for the Adjuster position. The Commission further alleged that Defendants failed to make and preserve employment records as required by Section 709(c) of Title VII.

6.

The parties to this Consent Decree do not object to the jurisdiction of the Court over this action and waive their rights to a hearing and the entry of findings of fact and conclusions of law.

The Commission and Defendants have agreed to this Decree in the interest of resolving this matter before extensive litigation expenses are incurred and to secure appropriate relief for alleged aggrieved individuals in light of the anticipated closure of the Albuquerque Cycle Plastics facility.

It is hereby **ORDERED, ADJUDGED AND DECREED:**

1. This decree resolves all claims of the Commission, Joann Gutierrez and all class members identified in Exhibit A to this Decree against Defendants, including claims for back pay, compensatory and punitive damages, interest, injunctive relief, attorney's fees and costs arising out of the issues in this lawsuit.

INJUNCTION

2. Defendants, their officers, agents, managers, employees, successors, assigns and all persons in active concert or participation with them, both at the time that this Decree becomes effective and for the duration of this Decree, with respect to any business operations in the state of New Mexico, are permanently enjoined from engaging in any unlawful employment practice as defined by Title VII, including, employment practices that discriminate against any employee because of his or her sex.

3. Defendants, their officers, agents, managers, employees, successors, assigns and all persons in active concert or participation with them, both at the time that this Decree becomes effective and for the duration of this Decree, are permanently enjoined from engaging in reprisal or retaliation of any kind against Joann Gutierrez, any class member and any witness who testified, assisted, or participated in any manner in this case or any person because such person:

- A. opposed any practice made unlawful under Title VII;
- B. filed a charge of discrimination with the Commission or a state agency or testified or participated in any manner in any investigation, proceeding or hearing under the Title VII;
- C. requested and/or received relief in accordance with this Consent Decree; or
- D. participated in any manner in this action or in the investigation giving rise to this action.

MONETARY RELIEF TO CHARGING PARTY AND CLASS

4. Within seven (7) days after this Consent Decree is entered by the Court, Defendants shall make payment in the form of a business check made payable to Joann Gutierrez in the amount of \$10,000.00 for compensatory damages. On January 1, 2004, Defendants shall make an additional payment to Joann Gutierrez in the amount of \$5,000.00 for compensatory damages. This payment schedule is also described in Exhibit A to this Decree. Defendants will issue a United States Internal Revenue Service Form 1099 to Ms. Gutierrez for each of the amounts designated as compensatory damages.

5. According to the payment schedule in Exhibit A to this Decree, Defendants shall pay a total of \$10,000 in the form of separate business checks made payable to each eligible class member for compensatory damages according to Exhibit A to this Decree. Defendants will issue a United States Internal Revenue Service form 1099 to each class member for their respective amount.

6. Within seven (7) days of issuance of the checks required by paragraphs 4-5 above, Defendants shall submit a copy of the checks and related correspondence to the Regional

Attorney, Equal Employment Opportunity Commission, Albuquerque District Office, 505 Marquette NW, Suite 900, Albuquerque, New Mexico 87102-2189.

OTHER RELIEF TO CHARGING PARTY AND CLASS

7. Within fifteen (15) days of entry of this Decree or before the closing of the Albuquerque Cycle Plastics facility, whichever occurs earlier, Defendants shall provide eligible class members Rita Alderete and Mary Lou Baca appropriate and adequate training to assist them in refreshing and or improving their Adjuster skills and general mechanical aptitude through training opportunities to be offered at Cycle Plastics in Albuquerque, New Mexico.

8. If at any time within four years of the entry of the Consent Decree, Defendants reopen a facility in New Mexico where adjusting or similar manufacturing work is available, Defendants shall notify Ms. Gutierrez and the eligible class members identified in Exhibit A of the availability of work and Defendants intent to provide them priority consideration for employment if they meet the objective qualifications of the position(s) available.

9. In response to any employment inquiries or reference checks concerning Joann Gutierrez or the eligible class members identified in Exhibit A, Defendants shall provide only their dates of employment, each position held, job duties and salary. This provision shall remain in force for so long as these individuals use the Defendants as a reference and is not limited to the two-year duration of this decree.

10. Within seven (7) days of entry of this Decree, Defendants shall remove from the personnel file or any employment related file of Joann Gutierrez the Employee Warning Notice issued to her in April 2002.

DEFENDANTS' POLICIES AND PRACTICES

11. Defendants reaffirm that they will comply with Title VII provisions prohibiting

discrimination in employment, including sex discrimination and retaliation. Pursuant to its reaffirmation of its responsibilities under Title VII, Defendants shall institute and carry out policies and practices that foster work environments free from sex discrimination, including policies and practices related to equal employment opportunity for females. To assist Defendants in its effort to foster a work environment free of sex discrimination, Defendants shall take the actions provided for in Paragraphs 12 through 16.

12. The Defendants shall review their existing policies on sex discrimination and make any changes necessary so that their policies comply with Title VII. Defendants shall ensure their written policies include a statement that employees have a right to complain directly to the U.S. Equal Employment Opportunity Commission or any state equal employment opportunity agency. After reviewing and making any necessary revisions to their policies, Defendants shall distribute the revised sex discrimination policies to each of its current full and part-time employees in New Mexico, any employees who were employed in New Mexico during the years 2002 and 2003, and to each new employee hired in New Mexico for the duration of this decree.

13. Defendants shall post within thirty (30) days of the entry of this Consent Decree, for a period of twenty-four (24) months in a prominent place frequented by its employees in any operating facility in the United States, a Notice substantially the same as Exhibit B, attached to this Decree. This Notice shall be the same type, style and size as in Exhibit B.

14. Defendants shall provide training on sex discrimination according to the following terms:

A. Defendants shall provide at least two training sessions during the term of this Consent Decree. All employees, including managers and supervisors, at all

facilities shall attend the training. Duplicative sessions may be held to accommodate staffing needs. Defendants shall be responsible for all costs associated with this training.

- B. During the first year of the Consent Decree, the training shall be conducted within four (4) months of the entry of this decree. Additional training shall be conducted at least once in the second year of this Consent Decree. The training session provided by Defendants at the Albuquerque plant on October 21, 2003, and training to be provided at other facilities in the year 2003 may be used to satisfy this provision for the first year of the decree provided that Defendants maintain a registry of attendance and provide information regarding the training with the first report required by Paragraph 17 of this Decree.
- C. Defendants shall select a trainer qualified to conduct training on the subject of sex discrimination and shall submit the trainer's name, resume, training agenda and the date(s) of the proposed training to the Regional Attorney of the Albuquerque office of the Equal Employment Opportunity Commission within sixty (60) days of the entry of this Consent Decree. The Commission shall have thirty (30) days from the date of the receipt of the information described above to accept or reject the proposed consultant/lecturer and/or the contents of the seminar. In the event the Commission does not approve of the designated consultant/lecturer proposed by Defendants, the Commission shall designate the consultant/lecturer at a cost not to exceed \$1,000.00 per seminar-training session, which shall be paid by Defendants. During the second year of the Consent Decree, the above information

concerning the proposed training session shall be submitted to the Regional Attorney at least ninety (90) days prior to the seminar-training session.

- D. The training shall include a minimum of two hours of instruction. All personnel designated in Paragraph A shall both register and attend the training. The registry of attendance shall be retained by Defendants at least for the duration of the Consent Decree.
- E. The training, at a minimum, shall include the subjects of: what constitutes unlawful discrimination based on sex; that sex discrimination in employment practices, including, hiring, firing, compensation, assignment of work, training, or other terms, conditions or privileges of employment violates Title VII; how to prevent sex discrimination; how to provide a work environment free from sex discrimination, and to whom and by what means employees may complain if they feel they have been subjected to sex discrimination.

15. In accordance with this Consent Decree, the Commission, at its discretion, may designate Commission representatives to attend and participate in the training sessions held pursuant to Paragraph 14 of this Decree.

16. Defendants will provide training, written guidance and/or instruction regarding the duty to make and preserve employment records as required by section 709(c) of Title VII to all personnel who process applications for employment or otherwise handle employment records.

REPORTING OF COMPLIANCE AND ACCESS BY EEOC

17. Defendants shall report in writing and in affidavit form c/o the Regional Attorney of the Equal Employment Opportunity Commission's Albuquerque District Office at 505 Marquette NW, Suite 900, Albuquerque, New Mexico 87102-2189, beginning six months from

the date of the entry of this Consent Decree, and thereafter every six months for the duration of the Consent Decree the following information:

- A. Any substantive changes modifications, revocations, or revisions to its sex discrimination policies and procedures pursuant to Paragraph 12.
- B. The registries of persons attending each of the seminar-training sessions required in Paragraph 14 and a list of current employees for all New Mexico facilities on the day of the seminar-training session(s).
- C. An affidavit from Defendant's highest ranking official(s) with responsibility for operations in New Mexico stating: (1) the Notice required in Paragraph 13 was posted and the locations where it was posted and (2) it has complied with Paragraphs 2-16 of this Consent Decree.

18. The Commission shall have the right to enter and inspect the facilities of Defendants in New Mexico to ensure compliance with this decree and federal anti-discrimination laws.

19. In the event that either Uniflex Southwest, Uniflex, Inc., or Cycle Plastics is not engaged in the ownership or operation of any New Mexico facilities on the date that any action is required by this Decree, Defendants may in lieu of the action required send an Affidavit of the company president to the Regional Attorney of the Commission's Albuquerque District Office at 505 Marquette, NW, Suite 900, Albuquerque, New Mexico, 87102, averring that Defendants are not engaged in any business activity in the State of New Mexico. However, this provision does not apply to Paragraphs 3-10, 13, 14 and 16 of this Decree. For the duration of this Decree, Defendants shall also report any resumption(s) of business activity in the State of New Mexico to

the Regional Attorney of the Commission's Albuquerque District Office within thirty (30) days of the resumption of business activity.

COSTS AND DURATION


20. Each party shall bear its costs and attorneys' fees incurred as a result of this action through the entry of this Consent Decree.

21. The duration of this Consent Decree shall be two (2) years from the date of its entry. This Court shall retain jurisdiction of this action for the duration of the Consent Decree, during which the Commission may petition this Court for compliance with this Consent Decree. Should the Court determine that Defendant has not complied with this Consent Decree, appropriate relief, including extension of this Consent Decree for such period as may be necessary to remedy its noncompliance, may be ordered.

22. Without further action by the parties, this Consent Decree shall expire by its own terms at the end of two (2) years after the date of entry.

23. The parties agree to entry of this Consent Decree subject to final approval by the Court.

ENTERED AND ORDERED this 1 day of Dec, 2003.



THE HONORABLE ROBERT C. BRACK
UNITED STATES DISTRICT JUDGE

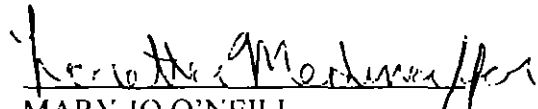
APPROVED AND CONSENTED TO:

ERIC S. DREIBAND
General Counsel

JAMES L. LEE
Deputy General Counsel

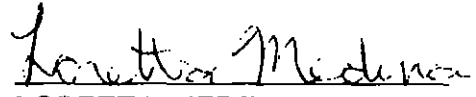
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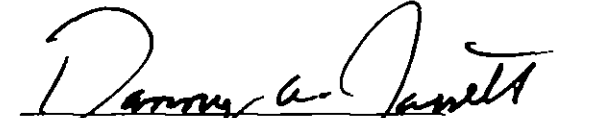

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(505) 830-8247

Attorneys for Defendants

ADDRESS	AMOUNT OF PAYMENT	DATE OF PAYMENT
Rita Alderete	\$ 5,000.00	December 15, 2003
MaryLou Baca	\$ 2,500.00	December 15, 2003
Joann Gutierrez	\$10,000.00 \$ 5,000.00	7 days from Decree Entry January 1, 2004
Rachel Ann Perez	\$ 2,500.00	January 1, 2004
Total all payments pursuant to this Decree	\$25,000.00	

Exhibit A

**NOTICE TO ALL EMPLOYEES OF
UNIFLEX SOUTHWEST, L.L.C., AND UNIFLEX, INC.,**

It is unlawful under the federal law (Title VII of the Civil Rights Act of 1964) and state law to discriminate against an employee on the basis of sex in employment practices, hiring, firing, compensation, assignment of work or training, or other terms, and conditions or privileges of employment.

Uniflex prohibits all forms of sex discrimination, including sex discrimination in assignment of work, training, and other terms, and conditions or privileges of employment. Uniflex does not discriminate on the basis of sex. Uniflex does not retaliate against any employee who opposes a practice made unlawful under federal law, files, assists or participates in the filing of a charge of discrimination or participates in any investigation under Title VII, or who files a grievance alleging discrimination.

If you believe you are being discriminated against or retaliated against you should report this to the designated investigative officer at your workplace who may be contacted at _____.

If you believe you have been discriminated against by your Employer you have the right to seek assistance from:

- 1) Equal Employment Opportunity Commission (EEOC), New York District Office, 33 Whitehall Street, New York, New York 1004. (212) 336-3620 or 1-800-669-4000. Via TTY: (212) 333-3622 or 1-800-669-6820.
or
- (2) The New York State Division of Human Rights, One Fordham Plaza, Bronx, New York 10458, (505) 718-8400.

You have the right to file a charge with the EEOC or the Department of Labor if you believe you are being discriminated against.

Exhibit B