

1 WILLIAM R. TAMAYO -- #084965 (CA)  
JONATHAN T. PECK -- #12303 (VA)  
2 DAVID F. OFFEN-BROWN #063321 (CA)  
EQUAL EMPLOYMENT OPPORTUNITY  
3 COMMISSION  
San Francisco District Office  
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San Francisco, CA 94103-1739  
5 Telephone: (415) 356-5114  
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6

7 Attorneys for Plaintiff

FILED  
SEP 10 P 10 03  
SEP 10 2001  
**LODGED**

SEP - 7 2001

CLERK, U.S. DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

BY

DEPUTY CLERK

8 UNITED STATES DISTRICT COURT

9 EASTERN DISTRICT OF CALIFORNIA

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11 EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )

No. CIV. F-01-5163 REC SMS

12 Plaintiff, )

CONSENT DECREE

13 v. )

14 Sunmet Agribusiness, Inc., Sunmet )  
15 Agricultural, Inc., and Old West )  
Farming Co. )

16 Defendants. )  
17

18 I. INTRODUCTION

19 Plaintiff Equal Employment Opportunity Commission (EEOC)  
20 brought this lawsuit (this Case) under Title VII of the Civil  
21 Rights Act of 1964, 42 U.S.C. §2000e et seq. to correct alleged  
22 unlawful employment practices by Defendant Sunmet against Lidia  
23 Chavez who was subjected to sexual harassment and retaliation for  
24 related protected activity.

25 Defendants deny that they engaged in any discriminatory or  
26 other unlawful activity.

27 To avoid further expense and delay, the parties agree to the  
28 entry of this Consent Decree. By their agreement to the entry

1 of this Consent Decree, the Defendants do not admit to the  
2 allegations made against them by Plaintiff, and this Consent  
3 Decree is not to be interpreted as an admission of liability or  
4 successor status for those matters at issue in this litigation.

5 This Court has reviewed the terms of this Consent Decree in  
6 light of the pleadings, the record herein, and the applicable  
7 law, and now approves it. Therefore, IT IS HEREBY ORDERED,  
8 ADJUDGED AND DECREED that:

9 II. JURISDICTION

10 1. This Court has jurisdiction over the subject matter and  
11 the parties to this action.

12 III. SCOPE

13 2. This Consent Decree constitutes the final resolution of  
14 Plaintiff's complaint against the Defendants.

15 IV. MONETARY RELIEF

16 3. Defendant Sunmet Agricultural, Inc. (Sunmet) will pay to  
17 Lidia Chavez, by September 1, 2001, \$ 45,000.00.

18 V. INJUNCTIVE RELIEF

19 4. Defendants Sunmet and Old West Farming Co. (Old West)  
20 and their officers, agents, employees, and successors shall be  
21 and are hereby enjoined from discriminating against any person  
22 (including applicants for employment and employees of the  
23 defendants) on the basis of sex, including subjecting them to a  
24 hostile work environment. Defendants also agree not to retaliate  
25 against Ms. Chavez or any other individual for filing a charge,  
26 giving testimony, or participating in this Case, the underlying  
27 investigation, or anything related to Ms. Chavez's charges or  
28 this Case.

1        5.    Old West agrees to prominently display for its  
2 employees and applicants for employment all employment notices as  
3 required by federal laws and regulations, including the poster  
4 captioned "Equal Employment Opportunity is the Law".

5        6.    Old West agrees to give notice to all present and  
6 future supervisors, managers, and employees working in a  
7 leadership capacity of Old West's non-discriminatory employment  
8 policies, and of Old West's obligation to maintain a working  
9 environment which is free of sexual abuse or sexual hostility.

10 This notice will include the following information:

- 11            a.    a statement of the defendant's commitment to non-  
12                   discriminatory employment practices, and a  
13                   workplace free of sexual hostility
- 14            b.    a statement that complaints concerning  
15                   discriminatory practices or sexually hostile  
16                   remarks may be made to identified officials of the  
17                   defendants and/or the offices of the Equal  
18                   Employment Opportunity Commission
- 19            c.    a statement that employees will be disciplined, up  
20                   to and including suspension or termination, for  
21                   failing to comply with the defendants' obligations  
22                   to maintain equal employment opportunity and a  
23                   workplace free of sexual abuse and sexual  
24                   hostility.

25 Old West shall within thirty days provide the EEOC with its  
26 policy(ies) concerning sexual harassment and shall within sixty  
27 days of notification modify them if and as the EEOC directs. The  
28 EEOC will not direct unreasonable modifications. The modified

1 policies will be distributed to all Old West employees within  
2 thirty days of modification.

3       7. Old West agrees that it will train all supervisors and  
4 managers concerning sex harassment; the training materials and  
5 content must be approved by the EEOC; the training may be done by  
6 an officer or employee of Old West approved by the EEOC; the  
7 training will last two to four hours and will be completed by  
8 July 1, 2002. The materials on sex harassment required by state  
9 law, if not already distributed, must be given to every employee  
10 within 45 days. Old West's materials concerning harassment used  
11 to orient employees must also be approved by the EEOC; existing  
12 materials may need to be modified accordingly; the outline of  
13 oral coverage of sex harassment during orientation must be  
14 approved by the EEOC; the orientation procedure approved by the  
15 EEOC must be followed for three years. Approval by the EEOC may  
16 be obtained only from David F. Offen-Brown or as otherwise  
17 directed in writing by the EEOC. Approval shall not be  
18 unreasonably withheld. Should the parties not be able to agree  
19 upon the orientation procedure, the parties agree to submit this  
20 matter to this Court and/or the mediation program for resolution,  
21 with each party bearing its own fees and costs.

22       8. Defendants agree not to employ or re-employ Mr. Garcia  
23 and not provide a positive reference for him.

24       9. Defendant Sunmet agrees to provide a positive reference  
25 for Ms. Chavez. Sunmet will not volunteer that Ms. Chavez made  
26 or filed any complaint, but if asked if she has, will confirm  
27 that she did and the matter has been settled.

28 VI. PREVENTION, REPORTING, AND MISCELLANEOUS

1        10. Old West agrees that it shall advise all managers and  
2 supervisors of their duty to ensure employees' compliance with  
3 the company's sexual harassment policy, and to report any  
4 incidents and/or complaints of sexual harassment, sex-based  
5 harassment, and/or retaliation of which they become aware to the  
6 President, Operations Manager, or other officer.

7        11. Old West shall, six months after the effective date of  
8 this Decree, report to the EEOC, attention David F. Offen-Brown  
9 or his successor, how it has complied with the above  
10 requirements.

11       12. The parties agree that if, for any reason, any  
12 provision hereof is unenforceable, the remainder shall  
13 nonetheless remain binding and in effect. This Decree expires  
14 upon dismissal of this Case. This Case will be dismissed  
15 promptly with prejudice by the EEOC not later than three years  
16 from the effective date of this agreement (when signed by the

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1 Court) provided there has been full compliance with the terms  
2 hereof.

3 So agreed.

4 Sunmet Agricultural, Inc.

5  
6 Date: 8/29, 2001

W. B. Barrett

7 By William Barrett  
8 [Name]

9 President  
[Title]

10 Old West Farming Co.

11  
12 Date: 9/7, 2001

John Van Curen

13 By JOHN VAN CUREN  
14 [Name]

15 PRESIDENT  
[Title]

16 ~~Date: XXXXXX, 2001~~

~~XXXXXXXXXXXXXXXXXXXX~~

18 U.S. EQUAL EMPLOYMENT  
19 OPPORTUNITY COMMISSION  
20 GWENDOLYN REAMS  
Associate General Counsel

21 DATED: Aug. 24, 2001

William R. Tamayo  
22 WILLIAM R. TAMAYO  
23 Regional Attorney

24 DATED: Aug. 24, 2001

Jonathan Peck  
25 JONATHAN PECK  
26 Supervisory Trial Attorney

27 DATED: 8/24/01

David F. Offen-Brown  
28 DAVID F. OFFEN-BROWN  
Trial Attorney

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So ordered

Date: Sept 10, 2001

  
\_\_\_\_\_  
Judge, U.S. District Court

United States District Court  
for the  
Eastern District of California  
September 12, 2001

\* \* CERTIFICATE OF SERVICE \* \*

1:01-cv-05163

EEOC

v.

Sunmet Agribusiness

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I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Eastern District of California.

That on September 12, 2001, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office, or, pursuant to prior authorization by counsel, via facsimile.

William Robert Tamayo  
U S Equal Employment Opportunity Commission  
901 Market Street  
Suite 500  
San Francisco, CA 94103

REC SMS

Hilary Ann Chittick  
Gilmore Wood Vinnard Chittick and Magness  
P O Box 1461  
2445 W Capitol Street  
Fresno, CA 93716

Daniel Wayne Rowley  
Bacigalupi Neufeld and Rowley  
7112 North Fresno Street  
Suite 140  
Fresno, CA 93720

Jack L. Wagner, Clerk

BY:   
Deputy Clerk