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Attorneys for Defendant
 Western Casework Corporation

UNITED STATES DISTRICT COURT
 DISTRICT OF NEVADA

U.S. EQUAL EMPLOYMENT OPPORTUNITY)
 COMMISSION,)

Plaintiff,)

vs.)

WESTERN CASEWORK CORPORATION,)

Defendant.)

MANUEL BELLO-MONJARAS, et al.,)

Plaintiffs/Intervenors,)

vs.)

WESTERN CASEWORK CORPORATION, et)
 al.,)

Defendants.)

CASE NO. CV-S-04-0907-LDG-PAL

CONSENT DECREE

FILED ENTERED
 RECEIVED SERVED ON
 COUNSEL PARTIES OF RECORD
 JUL 20 2005
 CLERK US DISTRICT COURT
 DISTRICT OF NEVADA
 BY: [Signature] DEPUTY

FILED ENTERED
 RECEIVED SERVED ON
 COUNSEL/PARTIES OF RECORD
 JUL 25 2005
 CLERK US DISTRICT COURT
 DISTRICT OF NEVADA
 BY: [Signature] DEPUTY

ORIGINAL

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JAM13190

I. INTRODUCTION

Plaintiff Equal Employment Opportunity Commission (the "EEOC") and Defendant Western Casework Corporation ("Western") hereby stipulate and agree to entry of this Consent Decree to resolve the EEOC's complaint, filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* ("Title VII"), alleging that: (1) Miguel Bazan, Juan Carlos Bello, Manuel Bello-Monjaras, Claudio Marchi, Octavio Mendoza, and Oscar Pereyra (hereinafter "Charging Parties") were discriminated against while employed at Western when they were harassed and subjected to a hostile work environment on the basis of their national origin (Hispanic); (2) a similarly situated class of individuals were harassed and subjected to a hostile work environment on the basis of their national origin (Hispanic) (hereafter "Class Members"); and (3) that Western engaged in a pattern or practice of discrimination against employees based on national origin (Hispanic).

II. PURPOSES AND SCOPE OF THE CONSENT DECREE

A. The parties to this Consent Decree ("Decree") are the EEOC and Western. This Decree shall be binding on and enforceable against Western and its officers, directors, agents, successors and assigns.

B. The parties have entered into this Decree for the following purposes:

- 1) To provide appropriate relief to the Charging Parties and a similarly situated class of individuals;
- 2) To ensure that Western's employment practices comply with federal law;
- 3) To avoid further expenses incident to this litigation;
- 4) To ensure that employees are protected from retaliation; and
- 5) To provide a final and binding settlement upon the parties as to all Title VII claims alleged by the EEOC in the Complaint filed in this action.

III. RELEASE OF CLAIMS

A. This Decree fully and completely resolves all issues, claims and allegations by the EEOC against Western that are raised in the Complaint filed in this action in the United States

1 District Court, District of Nevada on June 30, 2004, captioned Equal Employment Opportunity
2 Commission v. Western Casework Corp., Case No. CV-S-04-0907-LDG-PAL (the "Complaint").

3 B. Each of the Charging Parties shall execute a separate General Release of Claims
4 as to Western through their separate counsel. EEOC is not a party to that agreement.

5 C. Nothing in this Decree shall be construed to preclude the EEOC or Western from
6 bringing a petition before the Court to enforce this Decree in the event that any party hereto fails
7 to perform the promises and representations contained herein.

8 D. Nothing in this Decree shall be construed to limit or reduce Western's obligation
9 to comply fully with Title VII, the ADEA, or any other federal employment statute.

10 E. This Decree in no way affects the EEOC's right to bring, process, investigate or
11 litigate other charges that may be in existence or may later arise against Western in accordance
12 with standard EEOC procedures.

13 F. This Decree constitutes the good faith, fair and equitable resolution of disputed
14 claims. Western's entry into and performance of the terms and conditions of this Decree is not
15 and shall not in any way be construed as an admission by Western of any wrongful act, acts of
16 discrimination, violations of any federal, state or local law, or that any treatment of the Charging
17 Parties or any other person was unwarranted, unjustified, discriminatory or otherwise unlawful.

18 **IV. JURISDICTION**

19 A. The Court has jurisdiction over the parties and the subject matter of this lawsuit.
20 The Complaint asserts claims that, if proven, would authorize the Court to grant the equitable
21 relief set forth in this Decree. The terms and provisions of this Decree are fair, reasonable and
22 just. This Decree conforms with the Federal Rules of Civil Procedure and Title VII, and is not in
23 derogation of the rights or privileges of any person.

24 B. The Court shall retain jurisdiction of this action for the duration of the Decree for
25 the purposes of entering all orders, judgments and decrees that may be necessary to implement
26 and enforce the relief agreed to herein.
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1 **V. EFFECTIVE DATE AND DURATION OF DECREE**

2 A. The provisions and agreements contained herein shall become effective
3 immediately on the date on which this Decree is entered by the Court ("the Effective Date").

4 B. This Decree shall remain in effect for three (3) years after the Effective Date.

5 **VI. MODIFICATION AND SEVERABILITY**

6 A. This Decree comprises the complete understanding of the parties with respect to
7 the matters contained herein. No waiver, modification or amendment of any provision of this
8 Decree will be effective unless made in writing, signed by an authorized representative of each
9 of the parties, and entered as an order by this Court.

10 B. If one or more provisions of this Decree are rendered unlawful or unenforceable,
11 the parties shall make good faith efforts to agree upon appropriate amendments to this Decree in
12 order to effectuate the purposes of this Decree. In any event, the remaining provisions will
13 remain in full force and effect unless the purposes of this Decree cannot, despite the parties' best
14 efforts, be achieved.

15 C. By mutual agreement of the parties, this Decree may be amended or modified in
16 the interests of justice and fairness in order to effectuate the provisions of this Decree.

17 **VII. COMPLIANCE AND DISPUTE RESOLUTION**

18 A. The parties agree that if the EEOC has reason to believe that Western has failed to
19 comply with any provision of this Consent Decree, the EEOC may bring a petition before this
20 Court to enforce the Decree. Prior to initiating such petition, the EEOC will notify Western's
21 legal counsel of record, in writing, of the nature of the dispute. This notice shall specify the
22 particular provisions that the EEOC believes have been breached. Western shall have ten (10)
23 days after receipt of the notice to attempt to resolve or cure the breach.

24 B. The parties agree to cooperate with each other and use their best efforts to resolve
25 any dispute referenced in the EEOC's notice.

26 C. After ten days have passed with no resolution or mutual written agreement to
27 extend the time further, the EEOC may petition this Court for resolution of the dispute, seeking
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all available relief, including an extension of the term of the Decree for such period of time as Western is shown to be in breach of the Decree, the EEOC's costs and attorneys' fees incurred in securing compliance with the Decree, and any other relief the Court may deem appropriate.

VIII. MONETARY RELIEF

In settlement of this lawsuit, Western shall pay up to \$600,000.00. \$400,000.00 of the settlement amount shall be paid to the following Charging Parties/Intervenors: (1) Miguel Bazar Bello; (2) Oscar Pereyra; (3) Manuel Bello-Monjaras; (4) Claudio Marchi; (5) Jorge Campos; and (6) Juan Carlos Bello. The remaining \$200,000.00 shall be designated as a potential Class Fund.

1. Payment to Charging Parties

Within ten (10) business days after the Effective Date, Western shall deliver to the named Charging Parties, in care of their attorney, The Callister & Reynolds Client Trust Account, located at 823 Las Vegas Boulevard South, Las Vegas, Nevada 89101, the aggregate sum of \$400,000.00, to be apportioned by their attorney to each Charging Party, and Western shall issue an IRS Form 1099 to the law firm of Callister & Reynolds for the amount remitted. The sum disbursed to each Charging Party shall be considered alleged emotional distress damages and shall be reported by the law firm of Callister & Reynolds on IRS Form 1099 which form shall be issued to each Charging Party. Western shall also mail a copy of the check to Anna Y. Park, Regional Attorney, U.S. Equal Employment Opportunity Commission at 255 East Temple Street, Fourth Floor, Los Angeles, California 90012.

2. Establishment of a Class Fund

As part of the settlement of this lawsuit, the EEOC and Western agree that Western shall set aside the aggregate sum of \$200,000.00 to be held in escrow for the purpose of a potential Class Fund which may be used to distribute monetary payments among all eligible class members (as defined below), all in accordance with the provisions of this Decree. The Class Fund shall be used solely to make payments to individuals who timely submit claims and whom the EEOC determines to be eligible to receive monetary relief in this lawsuit ("class members").

1 The EEOC expressly agrees and acknowledges that Western is not obligated to incur any costs or
2 expenses in establishing a separate fund or account, and that Western shall have satisfied its
3 obligation under this Paragraph by retaining the above-referenced sum in one of its existing
4 accounts.

5 The EEOC and Western further agree that the potential Class Fund shall be funded within
6 six (6) months after the Effective Date, and that Western shall, within ten (10) business days
7 after such funding, provide the EEOC with written verification of the funding.

8 3. Notification of Settlement/Claims Process

9 Within ten (10) business days following the entry of this Decree, Western shall forward
10 to the EEOC the names, social security numbers, and last known addresses of all employees who
11 were employed by Western as a field worker (including installers and helpers) ("Potential Class
12 Member List") during the time period from January 1, 1999 to the present ("Class Time Period")
13 to the EEOC Attn: Samantha Blake, 255 East Temple Street, Los Angeles, California 90012.

14 Upon receipt of the Potential Class Member List, the EEOC shall send a questionnaire to
15 each Potential Class Member. A copy of the questionnaire shall be transmitted
16 contemporaneously by the EEOC to Western's counsel of record, the law firm of Kamer Zucker
17 & Abbott. Each Potential Class Member shall have a period of sixty (60) days from the date of
18 the questionnaire ("the Response Period") to submit it to the EEOC. If a questionnaire is
19 returned due to a faulty address, then the EEOC will conduct a database search and attempt to
20 contact the Potential Class Member. In the event a questionnaire is re-mailed to a Potential Class
21 Member due to a faulty address, that individual shall have sixty (60) days from the date of the re-
22 mailing to respond to the EEOC.

23 In the event the EEOC receives a timely response, it shall make a determination as to the
24 eligibility of each class member and the amount of monetary relief from the Class Fund for each
25 eligible class member; provided, however, that no class member shall be entitled to individual
26 monetary relief in excess of the statutory cap of \$50,000.00 per claimant. EEOC has the sole
27 discretion in determining class member eligibility, and the allocation of monetary amount(s)
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1 from the Class Fund to each class member. The EEOC shall forward to Western the names,
 2 social security numbers, mailing addresses, and monetary allocation of the eligible class
 3 members ("Final Distribution List") no later than twelve (12) months following the Effective
 4 Date of this Decree.

5 4. Payment to Eligible Class Members

6 Within ninety (90) days after the EEOC has forwarded the Final Distribution List to
 7 Western, Western shall forward payment from the Class Fund to each class member by certified
 8 mail, return receipt requested, as determined by the EEOC. All amounts distributed from the
 9 Class Fund constitute "compensatory damages," under the Civil Rights Act of 1991, 42 U.S.C.
 10 §1981a. Western shall issue a Form 1099 to each eligible class member for any payments
 11 disbursed from the Class Fund.

12 5. Surplus in Class Fund

13 In the event that the EEOC does not receive timely responses from any class member, or
 14 if any portion of the Class Fund, including accrued interest, has not been distributed under this
 15 Decree, the remaining amount will be retained by Western.

16 **IX. GENERAL INJUNCTIVE RELIEF**

17 **A. Non-Discrimination**

18 1. Harassment Based on National Origin

19 Western, its officers, agents, management (including all supervisory employees),
 20 successors, assigns, and all those in active concert or participation with them, or any of them,
 21 hereby agree not to: (a) discriminate against persons on the basis of national origin (Hispanic) in
 22 the terms and conditions of employment; (b) engage in or be a party to any action, policy or
 23 practice that is intended or is known to them to have the effect of harassing or intimidating any
 24 employee on the basis of national origin; and (c) create, facilitate or permit the existence of a
 25 work environment that is hostile to employees due to their national origin (Hispanic).

26 2. Retaliation

27 Western, its officers, agents, management (including all supervisory employees),
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1 successors, assigns, and all those in active concert or participation with them, or any of them,
 2 hereby agree not to engage in, implement or permit any action, policy or practice with the
 3 purpose of retaliating against any current or former employee or applicant of Western, or either
 4 of them, because he or she has in the past, or during the term of this Decree: (a) opposed any
 5 practice made unlawful under Title VII; (b) filed a charge of discrimination alleging such
 6 practice; (c) testified or participated in any manner in any investigation (including without
 7 limitation, any internal investigation undertaken by Western), proceeding in connection with this
 8 case and/or relating to any claim of a Title VII violation; (d) was identified as a possible witness
 9 or claimant in this action; (e) asserted any rights under this Decree; or (f) sought and/or received
 10 any relief in accordance with this Decree.

11 **B. Posting**

12 Within ten (10) business days after the Effective Date and throughout the term of this
 13 Decree, Western shall post a notice (attached hereto as Appendix A) of the terms of this Decree,
 14 in English and in Spanish, in at least three (3) clearly visible locations frequented by employees
 15 at each of its facilities.

16 **C. Equal Employment Opportunity Consultant**

17 Within thirty (30) days after the Effective Date, Western shall retain an outside Equal
 18 Employment Opportunity Consultant ("Consultant") with demonstrated experience in the area of
 19 employment discrimination and national origin harassment issues, to implement and monitor
 20 Western's compliance with Title VII and the provisions of this Decree. The Consultant shall be
 21 subject to the Commission's approval, which shall not be unreasonably withheld. The EEOC
 22 expressly agrees that the law firm of Kamer Zucker & Abbott is an acceptable selection for the
 23 role of Consultant. If the Commission does not approve Western's proposed Consultant, the
 24 Commission shall provide Western with a list of at least three (3) suggested candidates
 25 acceptable to the Commission. Western shall bear all costs associated with the selection and
 26 retention of the Consultant and the performance of his/her/its duties. The Consultant's
 27 responsibilities shall include:
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1. Developing procedures to handle complaints of discrimination, harassment and retaliation;
2. Creating and implementing Western's new anti-harassment policy and reporting procedure to more effectively carry out Western's obligations under this Decree;
3. Training managerial and staff/hourly employees on their rights and responsibilities under Title VII, including but not limited to the responsibilities to provide a workplace free of discrimination;
4. Training all employees on policies and procedures relating to national origin discrimination/harassment and retaliation;
5. Investigating all complaints of national origin discrimination/harassment and retaliation;
6. Ensuring that Western properly communicates with complainants regarding the complaint procedure, status of the complaint/investigation, results of the investigation, and any remedial action taken;
7. Ensuring that all reports required by this Decree are accurately compiled and timely submitted;
8. Creating appropriate and consistent disciplinary policies to hold employees and managers accountable for failing to take appropriate action and/or for engaging in conduct prohibited under this Decree;
9. Creating a centralized system of tracking discrimination, harassment, and retaliation complaints; and
10. Further ensuring compliance with the terms of this Decree.

D. Revision of Policies Concerning Discrimination and Harassment

With the Consultant, Western shall revise its policy on discrimination and national origin harassment, and provide a copy to the Commission within sixty (60) days after the Effective Date. The revised policy shall include:

1. A clear explanation of prohibited conduct;

- 2 Assurance that employees who make complaints of harassment/discrimination or
provide information related to such complaints will be protected against
retaliation;
3. A clearly described complaint process that provides accessible and confidential
avenues of complaint with contact information including name (if applicable),
address, and telephone number of persons both internal (i.e., human resources)
and external to Western (i.e., the EEOC and outside Consultant available to
handle complaints concerning high level company officials in Western's
corporate hierarchy) to whom employees may report discrimination and
retaliation, including a written statement that the employee may report the
discriminatory behavior to designated persons outside their chain of management;
4. Assurance that the employer will protect the confidentiality of
harassment/discrimination complaints to the extent possible;
5. A complaint process that provides a prompt, thorough, and impartial
investigation;
6. A procedure for communicating with the complainant in writing regarding the
status of the complaint/investigation, results of the investigation, and any
remedial action taken; and
7. Assurance that Western will take immediate and appropriate corrective action
when it determines that harassment/discrimination and/or retaliation has
occurred.

This revised policy shall immediately be distributed in English and Spanish to all of Western's employees, including management/supervisory staff, and shall be included in any relevant policy or employee manuals distributed to employees by Western. Western shall collect acknowledgments from each employee who receives the revised policy, in either English or Spanish depending on the language preference of each employee. Throughout the term of this Decree, Western shall also post the revised policy, in English and Spanish, in a place that is

1 conspicuous and accessible to all employees at each of its locations covered by this Decree in a
2 legible font that is a minimum of 14 points in size.

3 **E. Training**

4 Within sixty (60) days after the Effective Date or thirty (30) days after hiring the
5 Consultant, whichever is later, all of Western's managerial/supervisory, human resources, and
6 staff/hourly employees shall be required to attend an intensive training program of at least 2.5
7 hours for managerial employees and 1.5 hours for staff/hourly employees. The training shall be
8 mandatory and occur once every year for the term of this Decree. One training each year for
9 staff/hourly employees shall be conducted in Spanish, and one training each year for staff/hourly
10 employees shall be conducted in English. Each staff/hourly employee shall be required to attend
11 one training session each year, in a language that each employee best understands.

- 12 1. All employee training shall include coverage of the subjects of equal employment
13 opportunity rights and responsibilities, national origin discrimination/
14 harassment, retaliation, and Western's revised policies and procedures for
15 reporting and handling complaints of discrimination, harassment and retaliation.
- 16 2. The training of managerial employees shall additionally include training on how
17 to properly handle and investigate complaints of discrimination and/or
18 harassment in a neutral manner, how to take preventive and corrective measures
19 against discrimination and/or retaliation, and how to recognize and prevent
20 discrimination and/or retaliation.
- 21 3. For the remainder of the term of this Decree, all new employees and all
22 employees recently promoted from a staff/hourly to a managerial position shall
23 receive the managerial or staff/hourly employee training, as appropriate, within
24 thirty (30) days of hire or promotion.
- 25 4. After the initial training as specified above, all employees shall receive the
26 training at least annually thereafter for the remainder of the term of this Decree.
- 27 5. All employees required to attend such training shall verify their annual
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1 attendance in writing. Any employees who fail to attend the live training shall be
2 trained within 30 days.

3 6. Within forty-five (45) days after the Effective Date or fifteen (15) days after
4 hiring the Consultant, whichever is later, Western shall submit to the EEOC a
5 description of the training to be provided and an outline of the curriculum
6 developed for the trainees. Western shall give the EEOC a minimum of ten (10)
7 business days' advance written notice of the annual training of the date, time and
8 location of each training program provided pursuant to this Decree, and agrees
9 that an EEOC representative may attend any such training program.

10 7. Human Resources training shall be specific to their obligations, including the
11 handling and investigating of complaints of discrimination and retaliation. This
12 training shall be above and beyond the supervisor/manager training as set forth
13 above.

14 **F. Performance Evaluations**

15 For the upcoming review cycle, Western shall revise its performance evaluation forms for
16 managers and supervisors in order to include as measures for performance compliance with
17 Western's anti-discrimination and retaliation policies and procedures.

18 At least thirty (30) days prior to implementing the performance evaluation forms
19 described above, Western will provide the EEOC and the Consultant with the proposed revisions
20 in order to provide an opportunity for comment regarding the revisions. EEOC will provide
21 comments, if any, within 30 days of receipt of the proposed revisions. Western shall respond to
22 such comments within fifteen (15) days of receipt. If the parties cannot agree on the proposed
23 revisions, any disputes will be resolved according to the Dispute Resolution Procedures set forth
24 herein.

25 **G. Complaint Procedure**

26 Within sixty (60) days of the Effective Date, Western shall develop an internal complaint
27 procedure to provide for the filing, investigation and, if appropriate, remedying of complaints of
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1 discrimination or retaliation.

2 Western shall disseminate and post a notice to all worksites the telephone number and
3 contact information for the human resources department or comparable contact person to make a
4 complaint of discrimination, harassment or retaliation. Employees shall be informed that a
5 complaint can be made twenty-four (24) hours a day, seven (7) days a week in either English or
6 Spanish. This provision shall also be integrated into Western's policies and procedures.

7 Western and the Consultant shall be responsible for:

- 8 1 Publicizing the complaint procedure;
- 9 2 Tracking and collecting all complaints filed thereunder;
- 10 3 Investigating and resolving such complaints in a timely and effective manner; and
- 11 4 Retaining records regarding resolution of all such complaints.

12 The internal complaint procedure shall incorporate the following elements:

- 13 1. A policy describing how investigations will be conducted;
- 14 2. A prompt commencement and thorough investigation by a person trained in
15 conducting such investigations who is not connected with the complaint;
- 16 3. A statement that an investigation should include interviews of all relevant
17 witnesses, including the complainant, and reviews of all relevant documents;
- 18 4. A written record of all investigatory steps, and any findings and conclusions, and
19 any actions taken;
- 20 5. Provision for the reasonably prompt resolution of such complaints;
- 21 6. Confidentiality of the complaint and investigation to the extent possible;
- 22 7. Appropriate communication of the final conclusions of the investigation provided
23 to the complainant and provide an opportunity for the complainant to respond;
24 and
- 25 8. A notice that employees or applicants complaining of discrimination may use
26 Western's internal complaint procedure and/or may file charges with the EEOC
27 or state or local Fair Employment Practice (FEP) agencies. The notice shall also
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1 state that filing an internal complaint does not relieve the complainant of meeting
 2 any applicable deadline for the filing of a charge or complaint with EEOC or state
 3 or local FEP agencies. Western's policies and procedures will indicate that it is
 4 not providing legal advice but informing the employee that applicable deadlines
 5 may exist under state and federal law. The employee shall be informed to contact
 6 the EEOC and/or the state or local FEP agency for further information.

7 Western may encourage resolution of internal complaints at a local level prior to
 8 investigation, but not require such informal resolution. A complainant shall not be required to
 9 first report the complaint to a person who is accused of the inappropriate conduct to invoke the
 10 Internal Complaint Procedure.

11 The Internal Complaint Procedure will permit, but not require, an employee to initiate the
 12 complaint process by submitting a written complaint on a form designed for the purpose.

13 Western will maintain a policy of non-discrimination and equal treatment, including a
 14 policy of zero tolerance for unlawful discrimination, in all of its employment practices.

15 The Internal Complaint Procedure is not intended to supplant the right of any employee
 16 to file a charge or complaint of discrimination or retaliation under any available municipal, state,
 17 or federal law.

18 Western shall publish with the Internal Complaint Procedure the following elements that
 19 will be included in the procedure:

- 20 1. A statement that it is unacceptable to retaliate against any employee for use of the
 21 Internal Complaint Procedure, for assisting in the investigation of a complaint, or
 22 for otherwise assisting in the utilization of the procedure.
- 23 2. A statement that if an allegation of discrimination or retaliation against a manager
 24 or other employee is substantiated, then such conduct will result in appropriate
 25 discipline, up to and including discharge.

26 **H. Neutral Reference**

27 Should Western be contacted by prospective employers at any time during the term of
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1 this Consent Decree, Western shall give only the dates of employment and position held for
 2 Miguel Bazan, Juan Carlos Bello, Manuel Bello-Monjaras, Claudio Marchi, Octavio Mendoza,
 3 Jorge Campos and Oscar Pereyra.

4 **X. RECORD KEEPING AND REPORTING**

5 **A. Record Keeping**

6 Western with the Consultant shall establish a record-keeping procedure that provides for
 7 the centralized tracking of discrimination complaints and the monitoring of such complaints to
 8 prevent retaliation. The records to be maintained shall include:

- 9 1. All documents generated in connection with any complaint, investigation into, or
 10 resolution of every complaint of discrimination or retaliation for the duration of
 11 the Decree and the identities of the parties involved;
- 12 2. All forms acknowledging employees' receipt of Western's revised discrimination
 13 and anti-retaliation policy;
- 14 3. All documents verifying the occurrence of all training sessions and names and
 15 positions of all attendees for each session as required under this Decree; and
- 16 4. Documents tracking and analyzing complaints filed against the same employee
 17 and location.

18 The foregoing documents shall be summarized in the semi-annual reports set forth below.

19 **B. Reporting**

20 In addition to the notices to the EEOC specified above, Western shall provide the
 21 following reports to the EEOC in writing, by mail or facsimile:

- 22 1. Within ninety (90) days after the Effective Date, Western shall submit to the
 23 EEOC an initial report which contains:
 - 24 (a) A copy of the revised discrimination and anti-retaliation policy;
 - 25 (b) A summary of the procedures and record-keeping methods developed
 26 with the Consultant for centralized tracking of discrimination complaints
 27 and the monitoring of such complaints;

1 (c) A statement confirming that the required notices pertaining to this Decree
2 and the revised discrimination and anti-retaliation policies have been
3 posted; and

4 (d) Copies of all employee acknowledgment forms indicating receipt of the
5 revised discrimination and anti-retaliation policy.

6 2. Western shall also provide the following reports semiannually throughout the
7 term of this Decree:

8 (a) The attendance lists of all attendees for all training sessions required
9 under this Decree that took place during the previous six months;

10 (b) Acknowledgments of receipt of the revised discrimination and harassment
11 policy for all employees hired during the previous six months; and

12 (c) A description of all discrimination and/or retaliation complaints made
13 since the submission of the immediately preceding report hereunder. This
14 description shall include the names of the individuals alleging harassment
15 or retaliation, the nature of the harassment or retaliation, the names of the
16 alleged perpetrators of harassment or retaliation, the dates of the alleged
17 harassment or retaliation, a brief summary of how each complaint was
18 resolved, and the identity of the person(s) who investigated or resolved
19 each complaint. If no results have been reached as of the time of the
20 report, the result shall be included in the next report;

21 (d) An analysis of the monitoring done for repeat complaints by employees
22 and by location; and

23 (e) Western shall provide a report to the EEOC detailing any changes of the
24 procedures or record-keeping methods for centralized tracking of
25 discrimination complaints and the monitoring of such complaints within
26 thirty (30) days before implementing such changes.

1 **XI. COSTS OF ADMINISTRATION AND IMPLEMENTATION**
2 **OF CONSENT DECREE**

3 Western shall bear all costs associated with its administration and implementation of its
4 obligations under this Consent Decree.

5 **XII. COSTS AND ATTORNEYS' FEES**

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

7 **XIII. MISCELLANEOUS PROVISIONS**

8 A. During the term of this Consent Decree, Western shall provide any potential
9 successor-in-interest with a copy of this Consent Decree within a reasonable time of not less than
10 thirty (30) days prior to the execution of any agreement for acquisition or assumption of control
11 of any or all of Western's facilities, or any other material change in corporate structure, and shall
12 simultaneously inform the EEOC of same.

13 B. During the term of this Consent Decree, Western and its successors shall assure
14 that each of its officers, managers and supervisors is aware of any term(s) of this Decree which
15 may be related to his/her job duties.

16 C. Unless otherwise stated, all notices, reports and correspondence required under
17 this Decree shall be delivered to the attention of the Regional Attorney, Anna Y. Park, U.S.
18 Equal Employment Opportunity Commission, Los Angeles District Office, 255 East Temple
19 Street, 4th Floor, Los Angeles, California 90012.

20 D. The parties agree to entry of this Decree and judgment subject to final approval by
21 the Court.

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E. The parties agree to sign in counterparts, and each such counterpart shall be deemed an original as to the party to be charged.

DATED: July 14, 2005
U. S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

DATED: July 13, 2005
KAMER ZUCKER & ABBOTT

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Fax: (702) 259-8646

Attorneys for Defendant

Attorneys for Plaintiff

ORDER

This Court having found that the foregoing Consent Decree was entered into in good faith and that the terms of the foregoing Consent Decree are fair, reasonable, and just, the provisions of the foregoing Consent Decree are hereby approved and compliance with all provisions thereof is HEREBY ORDERED.

IT IS SO ORDERED.

Date: 20 July 2005

R. D. G.
UNITED STATES DISTRICT COURT JUDGE

APPENDIX A

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Los Angeles District Office

255 E. TEMPLE STREET, 4TH FLOOR
LOS ANGELES, CALIFORNIA 90012
1-800-669-4090
(213) 894-1000
TDD (213) 894-112
FAX (213) 894-1118

NOTICE OF SETTLEMENT AND CONSENT DECREE

TO: ALL EMPLOYEES OF WESTERN CASEWORK CORP.:

The U.S. Equal Employment Opportunity Commission ("EEOC") filed a lawsuit in the United States District Court for the District of Nevada entitled Equal Employment Opportunity Commission v. Western Casework Corp., Case No. CV-S-04-0907-LDG-PAL, on June 30, 2004. The EEOC's lawsuit alleged that Western Casework discriminated against and harassed workers in violation of Title VII of the Civil Rights Act of 1964 on the basis of national origin (Mexican or Hispanic).

The parties settled the case by entering into a three (3) year Consent Decree. Western Casework agreed to pay monetary relief to charging parties and a class of potential claimants to be identified by the EEOC. Western Casework also agreed to implement company-wide injunctive relief remedies including, but not limited to, reviewing the company's policies and procedures for handling complaints of discrimination and retaliation, distributing the company's policy against discrimination and harassment to employees in English and Spanish, and providing annual training to all employees and managers addressing issues of discrimination and retaliation, hiring a consultant to effectuate the terms of the Consent Decree, agreeing to posting a notice of the Consent Decree, and holding managers and supervisors accountable by revamping their performance evaluation system.

Pursuant to the Consent Decree, Western Casework is providing notice to you that it is committed to a workplace free from discrimination, harassment, and retaliation. Western Casework's policy against discrimination and retaliation applies to all persons at Western Casework, including its owners, shareholders, directors, officers, other management officials, supervisors, vendors, suppliers, third parties and customers. Any alleged violations of Western Casework's policy against discrimination and retaliation will be promptly, thoroughly and impartially investigated. Individuals found to have violated that policy will be subject to discipline up to and including termination of employment.

Regardless of whether you complain internally to Western Casework, you also have a right to file a charge with the EEOC if you feel that you have been discriminated against in violation of federal employment discrimination laws such as Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1990, the Americans with Disabilities Act or the Equal Pay Act. In particular, if you feel that you have been discriminated against due to your national origin or retaliated against because of the filing of a charge of discrimination,

giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing, you should contact the EEOC immediately at:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

255 East Temple Street, 4th Floor

Los Angeles, CA 90012

TELEPHONE NUMBER: (800) 669-4000 or (213) 894-1000.

Federal law prohibits discrimination against any employee or applicant for employment because of a person's age, disability, race, sex, color, religion or national origin, with respect to hiring, compensation, promotions, discharge, terms and conditions or privileges of employment. Western Casework is committed to complying with federal anti-discrimination laws in all respects. Western Casework will not tolerate sex, race, or national origin harassment, or discrimination against any persons because of their sex, national origin, age, race, color, religion, or disability; and will not tolerate retaliation that violates Title VII, the Age Discrimination in Employment Act, the Americans with Disabilities Act or the Equal Pay Act.

EEOC enforces Title VII of the Civil Rights Act of 1964, which prohibits employment discrimination based on race, color, religion, sex or national origin; the Age Discrimination in Employment Act; the Equal Pay Act; Title I of the Americans with Disabilities Act, which prohibits employment discrimination against people with disabilities in the private sector and state and local governments; prohibitions against discrimination affecting individuals with disabilities in the federal government; and sections of the Civil Rights Act of 1991. Further information about the Commission is available on its Web site at www.eeoc.gov.

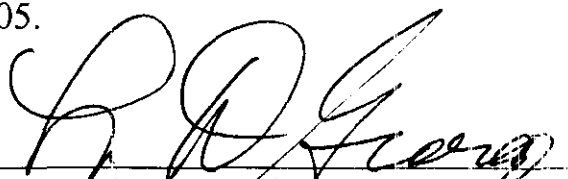
You may obtain a copy of the Consent Decree at your expense. To obtain a copy, you must contact the Office of the U.S. District Court Clerk at:

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA
333 South Las Vegas Blvd.
Las Vegas, Nevada 89101
(702) 464-5400

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice shall remain posted in a clearly visible location frequented by employees at all of Western Casework's facilities for three years from the date upon which the Court signs this Notice.

It is so ORDERED this 20 day of July, 2005.


UNITED STATES DISTRICT COURT JUDGE