

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

UNITED STATES COURTS
SOUTHERN DISTRICT OF TEXAS
FILED

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

VS.

JUMBOBAG CORP.,

Defendant.

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DEC 22 1998

Michael N. Milby, Clerk

CIVIL ACTION No.

DEC 18 1998

MICHAEL N. MILBY, CLERK OF COURT

H-98-4230

CONSENT DECREE

The Equal Employment Opportunity Commission ("EEOC") alleges that Defendant Jumbobag Corp. ("Jumbo Bag") sexually harassed a class of female employees and retaliated against them in violation of Sections 703(a) and 704(a) of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 2000e-2(a) and 2000e-3(a).

Defendant denies the allegations of sexual harassment and retaliation. Neither Defendant's consent to the entry of this decree nor any of the terms set forth in it shall constitute or be construed as an admission of any wrongful act or violation of the law.

The parties wish to avoid the risks, uncertainties and expenses of continued litigation, and for that reason, they agree to the entry of this consent decree as a final judgment in this matter. The parties stipulate that this consent decree resolves all claims that were or could have been asserted by EEOC based on the allegations of EEOC

Charge No. 330-97-1720, or any facts discovered in the course of the EEOC's investigation of that charge. This stipulation does not prevent EEOC, Jumbo Bag, or any third party beneficiary of this agreed judgment from enforcing the terms of this judgment or any ancillary agreement entered into between EEOC and Jumbo Bag as part of the settlement of this claim.

Pursuant to the stipulation and agreement of EEOC and Jumbo Bag, the Court enters the following orders:

1. Jumbobag Corp. is ordered to adopt and carry out the sexual harassment policy set out in the body of Exhibit A, attached hereto and incorporated herein, as the sexual harassment policy governing its employees.
2. Jumbobag Corp. is ordered, within 14 days after the date that this decree is entered, to read aloud to all its employees at the workplace during working hours the texts of Exhibit A and Exhibit A-1, which exhibits are attached to this order and incorporated hereinto. (Exhibit A-1 is a Spanish translation of Exhibit A.)
3. Jumbobag Corp. is ordered, within 14 days after this decree is entered, to post copies of Exhibits A and A-1 at a prominent place in the workplace and to keep them posted there for two years after the date on which the decree is entered. The posted copies of Exhibits A and A-1 will be no smaller than 8.5 inches by 11 inches and the print will be no smaller than the print on the Exhibits. Jumbobag, Inc. is also ordered, for a period ending two years from the date on which this decree is entered, to provide to each person whom it hires a copy of Exhibits A and A-1. The copies of the Exhibits must be given to each newly hired employee no later than his or her second day on the job.
4. Jumbobag Corp. is ordered to make a written report to the EEOC every six months for two years, containing information relevant to determining compliance with this consent decree and Title VII. The written reports in question must include the following information, but may include additional, relevant information:

- i. The name, address, telephone number, and social security number of each employee who reported or alleged to management during the reporting period, an incident of sexual harassment or unlawful retaliation.
 - ii. Copies of all written complaints or written statements concerning sexual harassment or unlawful retaliation received by management during the reporting period.
 - iii. A brief statement describing the actions taken by management, if any, in response to any complaint or report of sexual harassment or unlawful retaliation.
 - iv. A list of the name, address, telephone number, and social security number of each person whose employment at Jumbo Bag ended during the reporting period, along with a statement of their reason for leaving.
 - v. A list of the name, address, telephone number, and social security number of each person who began working at Jumbo Bag during the reporting period, along with a copy of a signed statement from each such person acknowledging receipt of English and Spanish versions of the policy statement attached to this decree as Exhibits A and A-1.
5. Jumbobag Corp. is ordered, for a period of two years after the date on which this decree is entered, to allow EEOC to take reasonable measures to insure compliance with this decree, including on-site inspections, employee interviews, and examination and copying of relevant documents. EEOC is ordered to immediately notify Jumbo Bag's management of its arrival at any Jumbo Bag facility for the purposes conducting an on-site inspection, employee interviews, or examination or copying of relevant documents. During on-site inspections, employee interviews, or examination or copying of relevant records, Jumbo Bag shall have the right to have a representative accompany each representative of EEOC, provided that EEOC shall be permitted to interview non-management employees of Jumbo Bag outside the presence and hearing of Jumbo Bag's representative and other employees.
6. Jumbobag Corp. is ordered to maintain complete and accurate records of all complaints of sexual harassment and retaliation made to management during the two years following the entry of the decree, as well as records showing how those complaints were

resolved. Jumbobag, Inc. is ordered to maintain these records for two years and 300 days from the date on which this decree is entered.

7. Jumbobag Corp. is ordered to conduct one comprehensive sexual harassment training session a year, for two years, for its managers, supervisors, and employees. These seminars will be conducted in English and Spanish. The first seminar, to be conducted no later than six months after the date of entry of this consent decree will be conducted at Jumbo Bag's facility, will be conducted by the EEOC. The second seminar, to be conducted at Jumbo Bag's facility no later than two years after the date of entry of this decree, shall be conducted by an outside presenter or presenters of Jumbo Bag's choice. At least thirty days before the date of the second seminar, Jumbobag, Inc. is ordered to submit an outline of the seminar, indicating the date and time of the seminar, the name and address of the presenter, the topics to be covered and the length of the presentations, to the EEOC for its approval. If the EEOC fails to notify Jumbo Bag of its objections to the outline within 20 days after receiving it, the outline is approved. If EEOC delivers a written objection to the outline to Jumbo Bag within 20 days after receiving it, Jumbo Bag will have 10 days in which to submit a revised outline meeting EEOC's objection. EEOC shall have the right to have a representative attend the second seminar. Jumbobag, Inc. is ordered to keep of records of attendance by the attendees and presenters, and to allow EEOC to inspect this records upon request.
8. Jumbobag Corp. its officers, agents, employees, and all persons acting in concert with it who have actual knowledge of this decree are hereby enjoined and restrained from retaliating against any employee who was a witness, or otherwise participated in the investigation of this matter.
9. Jumbobag Corp. is ordered to expunge the personnel records of Sara Salinas, Martha Leal, and Reyna Ramirez ("the former employees") of any derogatory references, including indications that they filed a charge with the EEOC or received any compensation in this settlement. Jumbobag, Inc. is ordered not to advise prospective employers or employers of the former employees of the former employees' participation in this proceeding or the events which precipitated it.

As part of the settlement of the claim, Jumbo Bag has paid a sum

of money to the EEOC to be distributed to the former employees. The EEOC acknowledges receipt of that sum and agrees to accept that sum as a complete satisfaction of any claims for compensatory and punitive damages, backpay, frontpay, and costs which it has asserted or could have asserted in this lawsuit.

This decree shall remain in effect for two years and 300 days from the date of entry.

Each party to this action shall bear its own costs and attorneys fees.

All relief sought in this action which is not expressly granted is denied.

Signed this 21st day of December, 1998.


United States District Judge

We agree to the terms of the
Consent Decree above and request
that the Court enter it.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

By

James Sacher

James Sacher, Regional Attorney
Houston District Office EEOC

Bruce V. Griffiths

Bruce V. Griffiths
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JUMBOBAG CORP.

By

Jacob Bazbaz

Jacob Bazbaz, President

Dinah Acord Weems

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NOTICE

AS REQUIRED UNDER TITLE VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED

NOTICE TO ALL EMPLOYEES OF JUMBOBAG CORP. REGARDING SEXUAL HARASSMENT IN THE WORKPLACE

Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's sex, race, color, religion, national origin, or age. **Jumbobag Corp.** supports and abides by this law.

Sexual harassment is one form of sex discrimination prohibited by law. Sexual harassment consists of offensive behavior directed toward an employee because of his or her sex which alters the terms of conditions of employment. It includes, but is not limited to:

- (a) making unwelcome sexual advances or requests for sexual favors;
- (b) making insulting comments or gestures about another's anatomical attributes or sexual behavior;
- (c) repeating sexually explicit jokes or stories;
- (d) distributing, circulating, or displaying sexually explicit pictures or words;
- (e) stating or suggesting that "dating" or engaging in sex with a supervisor or other employee will be rewarded by advancement or other employment benefit;

- (f) suggesting or threatening that refusal to "date" or engage in sex with a supervisor or other employee will result in termination of employment or other negative action; or
- (g) touching another employee's body in an offensive or unwelcome way.

Sexual harassment will not be tolerated by **Jumbobag Corp.** Any employee found to have engaged in sexual harassment will be subject to disciplinary action up to and including termination.

Any employee who believes that he or she has been subject to sexual harassment or who has knowledge of sexual harassment should report this information to **Jacob Bazbaz, President**, at (713) 462-1173 or **Jeanne Taylor, Manager**, at (713) 460-8545. **Jumbobag Corp.** will thoroughly investigate all complaints of sexual harassment. Confidentiality will be maintained to the greatest extent possible.

It is also unlawful to retaliate against any person because he or she has complained about illegal discrimination or harassment. Specifically, it is unlawful to retaliate against a person because he or she has complained to company officials about illegal discrimination or harassment, has filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC"), has provided information to the EEOC, or has participated in any legal proceeding designed to provide redress for illegal discrimination. **Jumbobag Corp.** will not take any action against an employee because he or she has exercised the right to oppose illegal discrimination or harassment.

Signed this ____ day of _____, 199__.

JUMBOBAG CORP.

By: _____
Jacob Bazbaz, President

**This notice shall be posted for two years
from the date of signing.**



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
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AVISO

TAL COMO LO REQUIERE EL TÍTULO VII DE LA LEY DE DERECHOS CIVILES DE 1964, TAL COMO HA SIDO ENMENDADA

AVISO A TODOS LOS EMPLEADOS DE LA JUMBOBAG CORP. EN RELACIÓN CON EL ACOSO SEXUAL EN EL LUGAR DE TRABAJO

La ley federal requiere que no habrá discriminación contra cualquier empleado o solicitante de empleo debido a su sexo, raza, color, religión, país de origen, o edad. La **Jumbobag Corp.** acepta y cumple con esta ley.

El acoso sexual es una forma de discriminación sexual prohibida por la ley. El acoso sexual consiste en una conducta ofensiva dirigida hacia un empleado debido a su sexo que altera las estipulaciones de las condiciones de empleo. Esto incluye, pero no se limita a ello:

- (a) realizando o cometiendo avances sexuales no propiciados o solicitando favores sexuales;
- (b) haciendo comentarios o gestos insultantes acerca de las características anatómicas o conducta sexual de otros;
- (c) repitiendo cuentos o chistes explícitamente sexuales;
- (d) distribuyendo, circulando o mostrando o exhibiendo fotografías o palabras explícitamente sexuales;
- (e) declarando o sugiriendo que el "hacer citas" o dedicarse a realizar actos sexuales con un supervisor u otro empleado habrá de ser recompensado con un ascenso u otro beneficio en el empleo;

- (f) sugiriendo o amenazando que el rehusar a “hacer citas” o dedicarse a realizar actos sexuales con un supervisor u otro empleado resultará en el despido del empleo o alguna otra acción negativa; o
- (g) tocando el cuerpo de otro empleado en una forma ofensiva o que no haya sido solicitada o insinuada.

El acoso sexual no habrá de ser tolerado por la **Jumbobag Corp.** Cualquier empleado que se descubra que haya realizado alguna forma de acoso sexual será sujeto a una acción disciplinaria en cualquier grado de ésta incluyendo, si así se determinase, el despido del empleo.

Cualquier empleado que considere que haya sido sujeto a acoso sexual o que tenga conocimiento de acoso sexual deberá reportar esta información a **Jacobo Bazbaz, Presidente, al (713) 462-1173** o a **Jeanne Taylor, Gerente, al (713) 460-8545.** La **Jumbobag Corp.** investigará exhaustivamente toda queja de acoso sexual. Se habrá de mantener máxima confidencialidad de todo esto.

Resulta ilegal, además, ejercer represalias contra cualquier persona debido a que se haya quejado por algún acoso o discriminación ilegal. También, específicamente, resulta ilegal ejercer represalias contra una persona por razón de que ésta se haya quejado a algún oficial de la compañía de acosos o discriminaciones ilegales, y que haya presentado y registrado una acusación de discriminación a la Comisión de Igual Oportunidad en los Empleos (“EEOC”), haya suministrado información a la EEOC, o haya participado en algún procedimiento legal con el propósito de remediar alguna discriminación ilegal. La **Jumbobag Corp.** no adoptará acción alguna contra un empleado debido a que éste haya ejercitado el derecho de oponerse a discriminaciones o acosos ilegales.

Firmado este _____ día de _____ de 199__.

JUMBOBAG CORP.

Por: _____
Jacobó Bazbaz, Presidente

**Este aviso se colocará para ser exhibido por
dos años desde la fecha de haber sido firmado**