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FILED
CLERK, U.S. DISTRICT COURT
MAY 21 2002
MAY
CENTRAL DISTRICT OF CALIFORNIA
DEPUTY

6 Attorneys for Plaintiff
7 U.S. EQUAL EMPLOYMENT
8 OPPORTUNITY COMMISSION

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THIS CONSTITUTES NOTICE OF ENTRY
AS REQUIRED BY FRCP, RULE 77(d).

13 Attorneys for Defendant
14 A & A READY MIXED CONCRETE, INC.

14 UNITED STATES DISTRICT COURT
15 CENTRAL DISTRICT OF CALIFORNIA

16 U.S. EQUAL EMPLOYMENT
17 OPPORTUNITY COMMISSION,

CASE NO. CV 01-02975 DT (Ex)

CONSENT DECREE

Plaintiff,

v.

18 A & A READY MIXED
19 CONCRETE, INC., a California
20 Corporation, and Does 1 through 10,
21 inclusive,

22 Defendants.

ENTERED
CLERK, U.S. DISTRICT COURT
MAY 22 2002
CENTRAL DISTRICT OF CALIFORNIA
DEPUTY

24 I.

25 INTRODUCTION

26 On March 30, 2001, the U.S. Equal Employment Opportunity Commission
27 ("EEOC" or the "Commission") filed suit on behalf of the charging party, Andre
28 Durham, alleging that Defendant A & A Ready Mixed Concrete, Inc. ("A & A")

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1 violated Title VII, 42 U.S.C. Sections 2000e et seq. when it terminated Mr.
2 Durham for opposing unlawful employment practices, i.e., complaining about a
3 racial slur allegedly made against him by a coworker. The Commission sought
4 relief to correct this alleged violation and prevent future violations.

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

8 As a result of having engaged in mediation, the Commission and A & A
9 have resolved their differences and have agreed that this action should be resolved
10 by entry of this Consent Decree.

11 **II.**

12 **FINDINGS**

13 Having examined the terms and provisions of this Consent Decree and
14 based on the pleadings, record and stipulations of the parties, the Court finds the
15 following:

16 A. The Court has jurisdiction of the subject matter of this action and of
17 the parties;

18 B. The terms and provisions of this Consent Decree are adequate, fair
19 reasonable, equitable and just. The rights of Defendant, the Commission and
20 those for whom the Commission seeks relief are protected adequately by this
21 Consent Decree;

22 C. This Consent Decree conforms with the Federal Rules of Civil
23 Procedure and Title VII, and is not in derogation of the rights and privileges of
24 any person. The entry of this Consent Decree will further the objectives of
25 Title VII and will be in the best interest of Defendant, the Commission and those
26 for whom the Commission seeks relief.

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IV.

MONETARY RELIEF

7. Within ten (10) days of the Effective Date, A & A shall pay \$67,400 to resolve the case with the EEOC.

V.

GENERAL INJUNCTIVE RELIEF

8. A & A shall not retaliate against any employee for making a complaint about discrimination, or for participation in any investigation of a complaint of discrimination, as protected under Title VII. A&A will retain a professional experienced in EEO training to provide a minimum of two hours' training within seventy five (75) days of the Effective Date to its management employees and hourly employees regarding federal and state laws prohibiting discrimination, harassment, and retaliation for making complaints about unlawful discrimination or harassment and A&A's commitment to follow its policy prohibiting such conduct. The professional, experienced in EEO training, shall be subject to approval by the EEOC. The EEO professional's advice and training will include discussion of effective investigation and complaint resolution techniques and guidelines for investigations, corrective actions, and monitoring to comply with Title VII. In addition, such training will be provided to all new management and hourly employees.

9. During the effective period of this Consent Decree, A & A shall advise Samantha Blake at the EEOC by facsimile or telephone at least ten workdays in advance when training is to occur, and representatives of the EEOC shall be permitted to attend. A & A shall keep a record of the locations and dates of training.

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VI.

COMPLIANCE AND DISPUTE RESOLUTION

26. In the event that the EEOC reasonably believes that A & A has failed to comply with any provision of this Consent Decree, the EEOC shall advise A&A of its belief regarding any noncompliance with this Agreement and the grounds for such belief, and afford A&A a reasonable period, not to exceed 45 days, to rebut or resolve the alleged noncompliance prior to seeking Court intervention.

VII.

COURT COSTS AND ATTORNEYS' FEES

27. Each party shall bear its own attorneys' fees and costs incurred in this action.

28. A & A shall bear its own costs associated with the administration and implementation of its obligations under this Consent Decree.

VIII.

MODIFICATION AND SEVERABILITY

29. This Consent Decree constitutes the complete understanding of the parties with respect to the matters contained herein. No waiver, modification or amendment of any provision of this Decree will be effective unless made in writing and signed by an authorized representative of each of the parties.

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

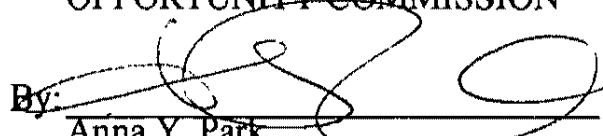
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1 31. By mutual agreement of the parties, this Consent Decree may be
2 amended or modified in the interests of justice and fairness in order to effectuate
3 the provisions of this Decree.

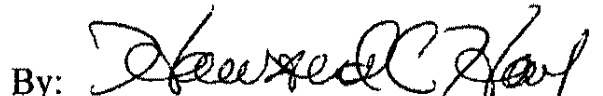
4 Respectfully submitted,
5 U. S. EQUAL EMPLOYMENT
6 OPPORTUNITY COMMISSION

7 Date: May 10, 2002

8 By: 
9 Anna Y. Park
10 Regional Attorney
11 Attorneys for Plaintiff
12 U.S. EQUAL EMPLOYMENT
13 OPPORTUNITY COMMISSION

14 PAUL, HASTINGS, JANOFSKY &
15 WALKER, LLP

16 Date: MAY 14, 2002

17 By: 
18 Howard C. Hay
19 Attorneys for Defendant
20 A & A READY-MIXED
21 CONCRETE, INC.

22 ORDER

23 The provisions of the foregoing Consent Decree are hereby approved and
24 compliance with all provisions thereof is HEREBY ORDERED.

25 Date: MAY 21 2002

26 By: DICKRAN TEVRIZIAN
27 Hon. Dickran Tevrizian
28 Judge of the U.S. District Court