

1 Daniel F. Fears, Bar No. 110573  
 Jane M. Flynn, Bar No. 167466  
 2 PAYNE & FEARS LLP  
 4 Park Plaza, Suite 1100  
 3 Irvine, CA 92614  
 Telephone: (949) 851-1100  
 4 Facsimile: (949) 851-1212  
 E-Mail: dff@paynefears.com /  
 5 jmf@paynefears.com

6 Attorneys for Defendant  
 L-3 COMMUNICATIONS ELECTRON  
 7 TECHNOLOGIES, INC., formerly  
 known as BOEING ELECTRON DYNAMIC  
 8 DEVICES, INC.

9 ANNA Y. PARK Bar No. 164242  
 VICTOR VIRAMONTES, Bar No.  
 10 U.S. EQUAL EMPLOYMENT  
 OPPORTUNITY COMMISSION  
 11 255 EAST TEMPLE STREET 4TH FLOOR  
 LOS ANGELES, CA 90012  
 12 TEL: (213) 894-1080  
 (213) 894-1091  
 13 FAX: (213) 894-1301  
 E-MAIL: LADO@EEOC.GOV/  
 14 VICTOR.VIRAMONTES@EEOC.GOV

15 Attorneys for Plaintiff  
 U.S. EQUAL EMPLOYMENT  
 16 OPPORTUNITY COMMISSION

17

18

**UNITED STATES DISTRICT COURT**

19

**FOR THE CENTRAL DISTRICT OF CALIFORNIA**

20 U.S. EQUAL EMPLOYMENT  
 OPPORTUNITY COMMISSION,

CASE NO. CV05-4715 CAS (RCx)

21

Plaintiff,

**CONSENT DECREE AND ORDER**

22

v.

23

24 BOEING ELECTRON DYNAMIC DEVICES,  
 INC., L-3 COMMUNICATIONS  
 ELECTRON TECHNOLOGIES, INC.,

25

Defendant.

26

SAUNDRA HILL

27

Plaintiff in Intervention.

28

1 **I. INTRODUCTION**

2

3 A. This action was instituted by the U.S. Equal  
4 Employment Opportunity Commission (the "EEOC" or the  
5 "Commission") on June 29, 2005, against named defendants Boeing  
6 Electron Dynamic Devices, Inc. ("Boeing EDD") and L-3  
7 Communications Electron Technologies, Inc. ("L-3 ETI"), to  
8 enforce provisions of Title VII of the Civil Rights Act of 1964,  
9 as amended, 42 U.S.C. § 2000e *et seq.* ("Title VII"). The EEOC  
10 filed this lawsuit on behalf of Saundra Hill alleging that Ms.  
11 Hill, an employee of Volt Services, was denied an opportunity to  
12 be hired for several regular positions at Boeing EDD on or about  
13 April 30, 2003 because of her race, Black. The EEOC further  
14 alleged that L-3 ETI was liable as a successor-in-interest to  
15 Boeing EDD as a result of L-3 Communication Corporation's  
16 purchase of 100 percent of the stock of Boeing EDD on March 1,  
17 2005, and that as a result, L-3 ETI should be joined to afford  
18 full relief should the EEOC prevail on the merits of its claim.

19

20 B. This Consent Decree is entered into by and  
21 between, and shall be final and binding against The EEOC, and L-3  
22 ETI, formerly known as Boeing EDD. L-3 ETI filed an Answer to  
23 the EEOC's Complaint. L-3 ETI denied all of the allegations in  
24 the Complaint and raised affirmative defenses. This Consent  
25 Decree resolves all issues raised by the EEOC for itself and on  
26 behalf of Saundra Hill, and any claims that could have been  
27 brought against Boeing EDD, L-3 ETI and/or The Boeing Company  
28 based on the events described in Saundra Hill's charge of

1 discrimination, dated October 1, 2003.

2

3 D. Nothing in this Decree is intended to limit or in  
4 any way affect the Commission's right to bring, process,  
5 investigate or litigate other charges that may arise in the  
6 future against the Boeing Company and/or L-3 ETI in accordance  
7 with standard Commission procedure. Nothing in this Decree is  
8 intended to extend the statute of limitations in this case under  
9 Title VII.

10

11 **NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:**

12

13 **II. PURPOSE OF CONSENT DECREE**

14

15 The parties have entered into this Consent Decree for  
16 the following purposes:

17

18 A. To avoid the time, risk, and expense of protracted  
19 litigation;

20

21 B. To provide monetary and equitable relief to the  
22 Plaintiff and for the benefit of Sandra Hill;

23

24 C. To provide an appropriate mechanism for the review  
25 of L-3 ETI's hiring, promotion, complaint procedure, and EEO  
26 compliance policies;

27

28

1 D. To provide a final and binding settlement upon the  
2 parties as to all claims alleged in the complaint filed by the  
3 EEOC.

4  
5 **III. JURISDICTION**

6  
7 A. The Court has jurisdiction over the parties and  
8 the subject matter of this lawsuit. The Complaint asserts claims  
9 that, if proven, would authorize the Court to grant the equitable  
10 relief set forth in this Decree. The terms and provisions of  
11 this Decree are fair, reasonable and just.

12  
13 B. The Court shall retain jurisdiction of this action  
14 during the duration of the Decree for the purposes of entering  
15 all orders, judgments and decrees that may be necessary to  
16 implement the relief provided herein.

17  
18 **IV. EFFECTIVE DATE AND DURATION OF DECREE**

19  
20 This Consent Decree shall be deemed effective as of the  
21 date of the final approval by the Court (the "Effective Date").  
22 This Consent Decree shall remain in effect for a period of two  
23 (2) years.

24  
25 **V. MONETARY RELIEF**

26  
27 In settlement of all monetary claims of the EEOC, The  
28 Boeing Company, on behalf of L-3 ETI, has:

1           A.     Paid to Sandra Hill the sum of \$37,500 (the  
2     "Settlement Proceeds"); and

3  
4           B.     Prepared and distributed appropriate 1099 tax  
5     reporting forms. Sandra Hill shall be solely responsible for  
6     payment of her share of taxes owed to any governmental authority  
7     for the monetary relief herein.

8  
9           C.     The Boeing Company will send notice to the EEOC  
10    within 30 days of the Effective Date of the Decree to confirm  
11    that Sandra Hill received the settlement proceeds.

12  
13    **VI. COMPLIANCE REPORTING AND TRAINING**

14  
15           A.     L-3 ETI agrees that it is an employer under Title  
16    VII and is subject to all of its prohibitions and requirements,  
17    including to not discriminate or retaliate in employment.

18  
19           B.     **Management Training - L-3 ETI.** Once within the  
20    term of this Consent Decree, L-3 ETI shall conduct EEO training  
21    with an emphasis on non-discrimination for its supervisory, human  
22    resources, and management personnel at its Torrance, California,  
23    facility. The training shall cover the subjects of equal  
24    employment opportunity rights and responsibilities,  
25    discrimination, harassment, and retaliation. Managers,  
26    supervisors, and human resources personnel will be further  
27    trained on reporting and investigative procedures along with  
28    rights and responsibilities that fall on managers and supervisors

1 under EEO laws. The training of managerial, supervisory, and  
2 human resources employees shall also include how to properly  
3 handle a report of discrimination or harassment in a neutral  
4 manner, when and how to contact Human Resources for assistance,  
5 and how to recognize and prevent discrimination in hiring and  
6 retaliation.

7

8 C. **Management Reporting - L-3 ETI.** Such training  
9 shall take place in a two (2) hour session, and the EEOC shall be  
10 provided a copy of the training materials and any subsequent  
11 changes within thirty (30) days before the training set forth  
12 above in V(B).

13

14 D. **Management Training - Christine Kung.** In 2007,  
15 Christine Kung, formerly employed by Boeing EDD, and currently  
16 employed by The Boeing Company, attended a one (1) hour training  
17 session generally covering EEO principles, including proper  
18 hiring practices and procedures under Title VII. Proof of Ms.  
19 Kung's attendance shall be provided by The Boeing Company to the  
20 EEOC on behalf of L-3 ETI within 30 days of the effective date of  
21 this Decree.

22

23 E. **Consultant:** The consultant selected to meet the  
24 obligations of the Decree is Ralph Perez, Esq. 7900 Flight Place,  
25 Los Angeles, California 90045, (310) 215-9199, Cell (310) 293-  
26 7299, Fax (310) 215-9699, e-mail: ralph\_perez@comcast.net.

27

28

1           F.    **Policy Review - L-3 ETI.** L-3 ETI has already or  
2 will within the first 90 days of the Consent Decree furnish a  
3 copy of the following policies and procedures to the human  
4 resources consultant named below. Said consultant shall review  
5 the policies and procedures and submit a letter opinion to L-3  
6 ETI setting forth the consultant's view regarding whether L-3  
7 ETI's policies are consistent with Title VII. The consultant  
8 will review the following documents:

- 9
- 10                   1. L-3 ETI's Hiring Policy;
  - 11
  - 12                   2. L-3 ETI's Termination Policy;
  - 13
  - 14                   3. L-3 ETI's Internal Complaint Procedure; and
  - 15
  - 16                   4. L-3 ETI's Title VII Policy.
  - 17

18           L-3 ETI shall submit a copy of the submissions to the  
19 consultant and a copy of the consultant's opinion letter to the  
20 EEOC within twenty (20) days of being generated.  
21

22           In the event that the consultant requests that changes  
23 be made to policy(ies) to make them consistent with Title VII,  
24 and L-3 does not believe the recommended changes are warranted,  
25 the issue as to whether the changes are required by Title VII  
26 will be submitted to Magistrate Judge Nagle along with a copy to  
27 the EEOC for a determination as to whether the changes  
28

1 recommended by the consultant must be made in order to make the  
2 changes consistent with Title VII.

3  
4 **G. Policy Distribution.** On or about thirty days  
5 after the consent decree is signed by the court and one calendar  
6 year later, L-3 ETI will distribute a copy of its EEO Policy to  
7 all of its employees. Distribution may be done electronically.

8  
9 **H. Statutory Notices.** L-3 ETI will verify that all  
10 lawfully required EEO statutory notices are posted. EEOC shall  
11 be notified when such verification is completed.

12  
13 **I. Notification to the EEOC.** Any and all submissions  
14 made to the EEOC shall be c/o Anna Y. Park, Regional Attorney for  
15 the EEOC at 255 East Temple Street, 4th Floor, Los Angeles,  
16 California 90012.

17  
18 **VII. RELEASE OF CLAIMS**

19  
20 This Consent Decree fully, completely and forever  
21 resolves all claims and allegations raised or that could have  
22 been raised by the Commission against Boeing EDD, L-3 ETI, and  
23 The Boeing Company in the Action filed in the United States  
24 District Court, Central District of California, captioned *U.S.*  
25 *Equal Employment Opportunity Commission v. Boeing Electron*  
26 *Dynamic Devices, Inc., L-3 Communications Electron Technologies,*  
27 *Inc.*, Case No. CV05-4715 CAS (RCx) including, but not limited to  
28 back pay, front pay, compensatory damages, punitive damages,



1 interest and injunctive relief. Nothing in this Consent Decree  
2 shall be construed to alter L-3 ETI's obligations to fully comply  
3 with Title VII.

4  
5 **VIII. NON-ADMISSION OF LIABILITY**

6  
7 This Consent Decree represents the compromise of  
8 disputed claims, which the parties recognize would require  
9 protracted and costly litigation. The entry into this Consent  
10 Decree is not, and may not be used, by any person or agency as an  
11 admission of wrongdoing by L-3 ETI, Boeing EDD or The Boeing  
12 Company, or as evidence that the Commission has established that  
13 L-3 ETI, Boeing EDD or The Boeing Company engaged in  
14 discriminatory employment practices.

15  
16 **IX. DECREE ENFORCEABILITY**

17  
18 **A. Parties Authorized to Enforce this Decree.** The  
19 EEOC and L-3 ETI may bring an action before this Court to enforce  
20 this Consent Decree. The parties agree to submit any such matter  
21 for resolution to Judge Margaret A. Nagel, U.S.M.J.

22  
23 **B. Requirement of Informal Resolution Efforts.**

24  
25 1. Prior to initiating an action to enforce this  
26 Consent Decree, the party bringing the action will notify the  
27 other party, in writing, of the nature of the dispute. This  
28 notice shall specify the particular provision(s) believed to have

1 been breached and a statement of the issues in dispute. The  
2 notice may also include a reasonable request for documents or  
3 information relevant to the dispute.

4

5 2. Within twenty (20) business days of the  
6 notice, the responding party will provide written responses to  
7 the notice setting forth its position.

8

9 3. After receipt of responses, the parties will  
10 schedule a telephone or in-person meeting to attempt to resolve  
11 the dispute.

12

13 4. A fifteen (15) day dispute resolution period  
14 will be provided from the date of written response before  
15 commencement of any legal proceeding. Such resolution period may  
16 be extended by mutual agreement. After the expiration of the  
17 fifteen (15) day dispute resolution period or extension thereof,  
18 an action to enforce this Consent Decree may be brought in this  
19 Court before the Hon. Margaret A. Nagel, U.S.M.J.

20

21 5. The moving party's papers shall explain the  
22 facts and circumstances that necessitate court action. If a  
23 party brings a matter before the Court requiring court action,  
24 the opposing party shall be provided with appropriate notice to  
25 respond under the Local Rules of Court and the Federal Rules of  
26 Civil Procedure.

27

28

1 **X. RECORDKEEPING AND REPORTING**

2  
3 A. **Recordkeeping:** L-3 ETI shall maintain records  
4 during the term of this Decree of the following:

5  
6 1. All documents generated in connection with  
7 any complaint alleging conduct that could reasonably be construed  
8 to constitute a violation of Title VII, and any investigation or  
9 resolution of such a complaint for the duration of the Decree;

10  
11 2. All acknowledgments of receipt by employees  
12 of L-3 ETI's policies against discrimination and retaliation;

13  
14 3. All documents verifying the training and  
15 attendance at training as identified in Section VI. A. above.

16  
17 4. L-3 ETI shall make the aforementioned records  
18 available to the EEOC within ten (10) business days following a  
19 written request by the EEOC to L-3 ETI.

20  
21 **B. Reporting:**

22  
23 In addition to the recordkeeping specified above, L-3  
24 ETI shall provide the following reports to the Commission:

25  
26 1. Within ninety (90) days after the Effective  
27 Date, L-3 ETI shall submit to the Commission an initial report  
28 that contains:

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- a. A copy of the existing or revised policy and complaint procedure as described above;
- b. A statement confirming that the required policies pertaining to this Decree and the revised discrimination and anti-retaliation policies have been posted or disseminated; and
- c. Confirmation that the consultant has been retained and the documents associated with the consultant's role in this Decree.

2. L-3 ETI shall also send a confirming letter that all employees have been trained as set forth in Section IV(B) and IV(C) within thirty (30) days of the completion of the training set forth in this Decree. Should some individuals not be trained, then those individuals shall be identified and a date certain as to when those individuals will be trained.

3. L-3 ETI shall also provide annual reports on each anniversary of the Consent Decree's effective date throughout the term of this Decree:

- a. If the policies and procedures are modified;
- b. Confirmation that the modified policy and complaint procedure have been distributed to all new hires;

1           If L-3 ETI provides records that it has done all of the  
2 required training and acts under this subpart of the Decree,  
3 X.B., during the preceding year, the EEOC will treat L-3 ETI as  
4 having completed the first year of the decree ("First Report").  
5 L-3 ETI must provide this First Report within 30 days of the  
6 Effective Date of the Decree. If L-3 ETI provides the EEOC with  
7 an appropriate First Report in a timely basis, the two-year scope  
8 of the decree will include the twelve (12) preceding months to  
9 the Court's approval and the 12 months after the Court's final  
10 approval of the Decree. If L-3 ETI does not provide the EEOC  
11 with this First Report within the 30 days of the Court's  
12 approval, the term on the Decree will remain as two (2) years  
13 from the date of the Court's approval.

14  
15 **XI. ENTIRE AGREEMENT AND MODIFICATION**

16  
17           This Consent Decree constitutes the complete  
18 understanding of the parties with respect to the matters  
19 contained herein. No waiver, modification or amendment of any  
20 provision of this Consent Decree will be effective unless made in  
21 writing and signed by an authorized representative of each of the  
22 parties.

23  
24 **XII. ATTORNEYS' FEES AND COSTS**

25  
26           Each party shall bear its own attorneys' fees and court  
27 costs in connection herewith. L-3 ETI shall bear the cost of  
28 hiring the human resources consultant (as set forth in Section VI

1 (D), *supra*). L-3 ETI shall bear costs incidental to its  
2 administration and implementation of its obligations under this  
3 Consent Decree.

4

5 DATED: May 15, 2008

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

6

7

By: /s/ Anna Park  
ANNA PARK

8

9

Regional Attorney for U.S. EQUAL  
EMPLOYMENT OPPORTUNITY COMMISSION

10

11 DATED: April 18, 2008

L-3 COMMUNICATIONS ELECTRON  
TECHNOLOGIES, INC.

12

13

By: /s/ Vernita Antoine  
VERNITA ANTOINE

14

15

Its: Vice President of Human  
Resources

16

17

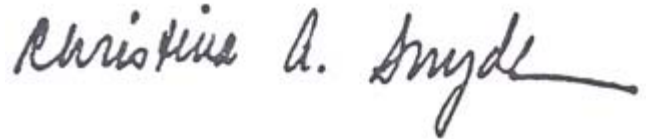
18

IT IS SO ORDERED:

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Dated: May 19, 2008

23

Judge, United States District  
Court, Central District of  
California

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