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Equal Employment Opportunity Commission
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8
9 **UNITED STATES DISTRICT COURT**
10 **NORTHERN DISTRICT OF CALIFORNIA**

11 **EQUAL EMPLOYMENT OPPORTUNITY**)
12 **COMMISSION,**)

13 Plaintiff,

14 v.

15 **VASQUEZ BROTHERS, INC., DBA**)
16 **CENTRAL COAST PACKING,**)

17 Defendant.
18

Civil Action No. C-05-3867 PVT

**CONSENT DECREE BETWEEN
EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
AND VASQUEZ BROTHERS, INC.
dba CENTRAL COAST PACKING**

19 Plaintiff Equal Employment Opportunity Commission ("Commission") filed this
20 action under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of
21 1991 to correct alleged unlawful employment practices on the basis of discrimination
22 based on sex, and to provide appropriate relief to Maria Guadalupe Ceja whom the
23 Commission alleged was adversely affected by such practices. The Commission alleged
24 that Defendant Vasquez Brothers, Inc., dba Central Coast Packing ("Central Coast")
25 subjected Ms. Ceja to unlawful harassment based on her sex, in violation of Title VII.
26 Defendant has denied all of the above allegations and claims. The Commission and
27 Defendant Central Coast now seek to resolve this action as to each other and as between
28 Central Coast and Maria Guadalupe Ceja ("Charging Party") without further contested

1 litigation through the instant Consent Decree. This resolution does not constitute an
2 admission of liability on the part of Central Coast, nor constitute a finding on the
3 allegations stated in the Commission’s Complaint.

4 The Court has reviewed this Consent Decree in light of the pleadings, the record
5 herein, and the applicable law, and now approves this Consent Decree.

6 THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

7 **GENERAL PROVISIONS**

8 1. This Court has jurisdiction over the subject matter and the parties to this
9 action. This Court retains jurisdiction over this Consent Decree during its term.

10 2. This Consent Decree constitutes a full and final resolution of the
11 Commission’s claims against Central Coast in this action.

12 3. This Consent Decree will become effective upon its entry by the Court.

13 4. This Consent Decree is final and binding upon the parties to it, their
14 successors and assigns.

15 5. The Commission and Central Coast will each bear its own costs and
16 attorneys fees in this action.

17 **GENERAL INJUNCTIVE RELIEF**

18 6. Central Coast and its current officers, agents, employees, and all persons
19 in active concert or participation with them will comply with all requirements of Title
20 VII with respect to providing a work environment free from discrimination, including
21 harassment on the basis of sex.

22 7. Central Coast and its current officers, agents, employees, and all persons
23 in active concert or participation with them agree not to retaliate against the Charging
24 Party, or any other employee or former employee, for having testified or participated in
25 any manner in the Commission’s investigation and the proceedings in this case.

26 **SPECIAL INJUNCTIVE RELIEF**

27 **Non-Discrimination Policies**

28 8. Within thirty (30) days of the entry of this Consent Decree, Central Coast

1 will distribute or redistribute copies of its sexual harassment policy to all workers in
2 both English and Spanish, and will provide copies to all new and returning workers as
3 they enter or re-enter the workforce.

4 **Training**

5 9. Central Coast will use an outside consultant, paid for by Central Coast, to
6 train all employees in both the Salinas Valley in California and Yuma, Arizona
7 concerning sexual harassment, once each year in each location (two trainings total per
8 year) such year to be measured from the entry of this Consent Decree. The training will
9 be introduced by a member of upper management for Central Coast in both locations.

10 **Record Keeping and Reports**

11 10. Within thirty (30) days after completing each training session described in
12 paragraph 9, Central Coast will mail to counsel for the Commission a report containing
13 the date of training, the name and position of the individual from upper management
14 who introduced the training, an outline of the training content, a list of all attendees,
15 and copies of all materials distributed at the training.

16 11. Once every six (6) months, to be measured beginning at the date of entry
17 of this Consent Decree and continuing for the duration of this Consent Decree, Central
18 Coast will notify the counsel for the Commission whether it has received any
19 complaints of sexual harassment from its employees (whether said complaints were
20 filed with an administrative agency or simply raised to a management official at the
21 workplace), what steps were taken in response to that information, and how the
22 situation was resolved.

23 **MONETARY RELIEF**

24 12. Central Coast will pay the sum of \$42,000.00, to Maria Guadalupe Ceja as
25 damages and in complete satisfaction of the Commission's claims against Central Coast
26 as set forth in its Complaint. This sum will be paid by check directly to Ms. Ceja, and
27 will be mailed to her in care of the Equal Employment Opportunity Commission,
28 *Attention: Maricela Medina, at 96 N. Third Street, San Jose, CA 95211.* Said check will be

1 sent by Central Coast within fifteen (15) days of the filing of the Consent Decree.

2 **EXPIRATION OF CONSENT DECREE**

3 13. This Consent Decree constitutes a full and final resolution of all the
4 Commission's claims against Central Coast in this action. This Consent Decree will be in
5 effect for three (3) years, and will expire at midnight of the date three (3) years after its
6 entry by the Court, provided that Central Coast has substantially complied with the
7 terms of this Consent Decree. Central Coast will be deemed to have complied
8 substantially if the Court has not made any findings or orders during the term of the
9 Decree that Central Coast has failed to comply with any of the terms of this Decree.

10 **E-filing concurrence:** I, Cindy O'Hara, attorney for Plaintiff Commission, attest
11 that I have obtained the concurrence of Lainie Cohen, attorney for Defendant Vasquez
12 Brothers, Inc. dba Central Coast Packing for the lodging of this Consent Decree.

14 On Behalf of Plaintiff Commission:

On Behalf of Defendants:

15 Dated: October 3, 2006

Dated: October 3, 2006

16 EQUAL EMPLOYMENT OPPORTUNITY
17 COMMISSION

LERCH, STURMER, LLP

18 _____/S/_____
19 WILLIAM R. TAMAYO
Regional Attorney

_____/S/_____
LAINIE COHEN
Attorneys for Defendant Vasquez
Brothers, Inc. dba Central Coast Packing

20 _____/S/_____
21 JONATHAN PECK
Supervisory Trial Attorney

22 _____/S/_____
23 CINDY O'HARA
Senior Trial Attorney

24
25 **ORDER**

26 It is so ordered.

27
28 Dated: 10/5/06 _____



U.S. District Court Judge
Magistrate