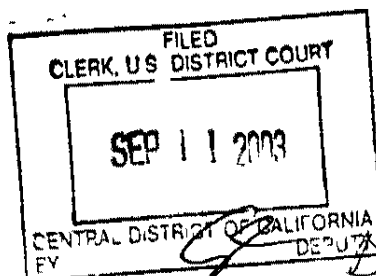


1 Anna Y. Park, SBN 164242  
Gregory L. McClinton, SBN 153553  
2 Dana C. Johnson, SBN 187341  
EQUAL EMPLOYMENT  
3 OPPORTUNITY COMMISSION  
255 East Temple Street, 4th Floor  
4 Los Angeles, CA 90012  
Telephone: (213) 894-1053  
5 Facsimile: (213) 894-1301

6 Attorneys for Plaintiff  
EQUAL EMPLOYMENT  
7 OPPORTUNITY COMMISSION

8 Howard M. Knee, SBN 55048  
Jamie Rudman, SBN 166727  
9 KNEE, ROSS & SILVERMAN LLP  
2049 Century Park East, Ste. 2050  
10 Los Angeles, CA 90067  
Telephone: (310) 551-0909  
11 Facsimile: (310) 551-2049

12 Attorneys for Defendant



BY \_\_\_\_\_  
2003 SEP - 9 AM 10: 58  
CLERK U.S. DISTRICT COURT  
CENTRAL DISTRICT OF CALIF.  
LOS ANGELES

LOGGED

Priority   
Send   
Enter   
Closed   
JS-5/JS-6   
JS-2/JS-3   
Scan Only

13  
14 **UNITED STATES DISTRICT COURT**  
15 **CENTRAL DISTRICT OF CALIFORNIA**  
16

17 EQUAL EMPLOYMENT  
18 OPPORTUNITY COMMISSION,

19 Applicant,

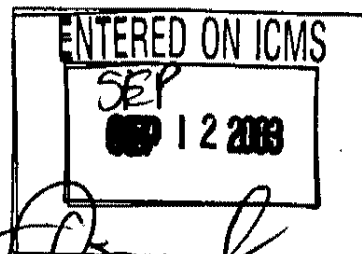
20 v.

21 CENTRAL E.N.O.  
CORPORATION d/b/a ENO  
22 CALIFORNIA V GENERATION  
CORPORATION d/b/a V  
23 GENERATION and DOES 1-10  
Inclusive.

24 Defendant.  
25  
26  
27  
28

Case No. CV 02-07487 SJO (Ex)

[~~PROPOSED~~] CONSENT DECREE



1 **I.**

2 **THE LITIGATION**

3 In this action by Plaintiff, United States Equal Employment Opportunity  
4 Commission (the "Commission" or "EEOC"), the Commission alleged that Defendant,  
5 Central E.N.O. Corporation ("Defendant") violated Title VII of the Civil Rights Act of  
6 1964, as amended, by subjecting its employee, Alejandro Mendez and other similarly  
7 situated employees to employment discrimination based upon their national origin  
8 (Hispanic). Specifically, the Commission alleged that Defendant willfully failed to  
9 compensate Mr. Mendez and other similarly situated employees at a rate of pay equal to  
10 that of its Korean employees, and operated a segregated employment facility that  
11 separated its Hispanic employees from its Korean employees. In addition, the  
12 Commission alleged that Defendant terminated Mr. Mendez in retaliation for his having  
13 engaged in a protected activity in violation of Title VII of the Civil Rights Act of 1964, as  
14 amended. Defendant denied all of the allegations.

15 As a result of their having engaged in settlement negotiations, the Commission and  
16 Defendant have resolved their differences and have agreed that this action should be  
17 finally resolved by entry of this Consent Decree.

18 **II.**

19 **FINDINGS**

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

- 22 1. The Court has jurisdiction over the parties and the subject matter of this  
23 action. The Complaint asserts claims that, if proven, would authorize the  
24 Court to grant the relief set forth in this Consent Decree.
- 25 2. The terms and provisions of this Consent Decree are adequate, fair,  
26 reasonable, equitable and just. The rights of Defendant, the Commission and  
27 those for whom the Commission seeks relief are protected adequately by this  
28 Decree.

1 3. This Consent Decree conforms with the Federal Rules of Civil Procedure  
2 and Title VII and is not in derogation of the rights and privileges of any  
3 person. The entry of this Consent Decree will further the objectives of Title  
4 VII and will be in the best interests of Defendant, the Commission and those  
5 for whom the Commission seeks relief.

6 **III.**

7 **EFFECT OF DECREE**

8 This Consent Decree resolves all issues and claims arising out of the Complaint  
9 filed by the EEOC herein alleging unlawful employment practices by Defendant and this  
10 Consent Decree shall be binding and final as to all such issues and claims.

11 This Consent Decree does not constitute an adjudication by this Court on the merits  
12 of the allegations of the EEOC's Complaint. Neither the agreement to enter into this  
13 Consent Decree nor any provisions hereof constitute an admission by either party as to the  
14 claims or defenses of the other.

15 This Consent Decree in no way affects the EEOC's right to process charges against  
16 Defendant not otherwise covered by this Consent Decree in accordance with standard  
17 EEOC procedures, and to commence civil action on any such charges.

18 **IV.**

19 **SCOPE OF INJUNCTIVE RELIEF**

20 The injunctive relief set forth in Paragraphs V through IX, below, applies to  
21 Defendant's warehouse and office operation only, which operation, as of September 8,  
22 2003, is located at 1639A N. Main Street, Los Angeles, CA 90012-1917. Should  
23 Defendant move its warehouse and/or office operation during the term of this Consent  
24 Decree, it will notify the EEOC of its new address no later than twenty (20 days) prior to  
25 moving.

26 ///

27 ///

28 ///

1 V.

2 INJUNCTIVE RELIEF

3 Defendant and its officers, agents, employees, successors and assigns, and all of  
4 those in active concert or participation with them, or any of them, are enjoined for the  
5 duration of the Consent Decree from discriminating against any individual because of his  
6 or her national origin in terms or conditions of employment, including the in payment of  
7 wages, provision of parking facilities and location of work and break areas.

8 VI.

9 POSTING OF NOTICE

10 Within five (5) business days of the entry of this Consent Decree, Defendant shall  
11 give a copy of the Notice, attached as "Exhibit A", to each employee then employed by  
12 Defendant. The person(s) responsible for distribution of the copies of the Notice shall,  
13 within twenty (20) days of completing the distribution, provide the EEOC with written  
14 confirmation that distribution has been completed.

15 Within five (5) business days of entry of this Consent Decree, Defendant shall  
16 conspicuously post a copy of the Notice on the bulletin board(s) used to post other  
17 governmental employment-related posters, which bulletin boards shall be maintained at a  
18 location readily accessible to and commonly frequented by Defendant's employees. The  
19 Notice shall remain posted during the term of this Consent Decree. Defendant shall  
20 certify to the Commission within twenty (20) business days of the Effective Date of this  
21 Consent Decree that the Notice has been properly posted.

22 VII.

23 TRAINING PROGRAM

24 Defendant shall provide annual training on discrimination complaint procedure  
25 requirements to all of Defendant's supervisory employees. The trainings shall, at a  
26 minimum: instruct supervisors on the legal requirement to provide equal terms and  
27 conditions of employment; instruct supervisors to recognize complaints of discrimination;  
28 apprise supervisors of their responsibility to promptly inform the human resources

1 department or individual specifically designated to receive and process complaints of  
2 discrimination, of such complaints; and instruct supervisors on the prohibition against  
3 retaliation. The first training will be provided by Defendant not more than six (6) months  
4 after the entry of this Consent Decree.

5 **VIII.**

6 **RECORD KEEPING**

7 For the duration of the Consent Decree, Defendant agrees to maintain a  
8 Compensation Log for all its employees who perform any warehouse work whatsoever.  
9 The Compensation Log shall include:

- 10 (a) Name and national origin of each employee;  
11 (b) Hourly wage, overtime wage, salary, bonus, commission and total  
12 compensation received weekly; and  
13 (c) Position held.

14 In the event that the EEOC believes that the compensation data provided in the  
15 compensation log indicates possible compensation discrimination, the EEOC may request  
16 in writing, and Defendant shall provide within twenty (20) days of the EEOC's request,  
17 an explanation for the compensation variance.

18 **IX.**

19 **REPORTING**

20 In addition to the reports to the Commission required under Paragraph VI regarding  
21 posting and distribution of the Notice, Defendant shall make the following reports to the  
22 Commission:

23 Within twenty (20) working days of each training required under Paragraph VII,  
24 Defendant agrees to notify the Commission of the date the training was conducted, the  
25 name and job title of each supervisory employee employed at the time of the training, the  
26 name of each supervisory employee who received the training, and sign-in sheets  
27 verifying attendance.

28 ///

1 Every six (6) months for the duration of this Consent Decree, Defendant agrees to  
2 submit a copy of its Compensation Log to the Commission.

3 For the duration of the Consent Decree, Defendant agrees to maintain such records  
4 as are necessary to demonstrate their compliance with this Decree and to verify that the  
5 reports submitted are accurate. Upon twenty (20) working days written notice from the  
6 Commission, Defendant shall make such records available to the Commission for  
7 inspection and copying.

8 X.

9 MONETARY RELIEF

10 Defendant agrees to pay Alejandro Mendez the amount of \$20,000.00, the entire  
11 amount of which constitutes compensatory damages. Mr. Mendez shall complete his  
12 portion of an IRS W-9 form, which shall be delivered to Defendant. Defendant shall  
13 issue Mr. Mendez an IRS form 1099.

14 Within twenty (20) days of the entry of this Consent Decree or receipt of Mr.  
15 Mendez's completed IRS W-9 form, whichever is later, Defendant shall pay Mr. Mendez  
16 the entire settlement amount and a copy of the check sent to Mr. Mendez shall be  
17 submitted to the Commission.

18 X.

19 COMPLIANCE AND DISPUTE RESOLUTION

20 In the event that the Commission believes that Defendant has failed to comply with  
21 any provision of this Consent Decree, the Commission shall notify Defendant in writing  
22 of such belief and afford Defendant a reasonable period of not less than twenty (20)  
23 business days to remedy the alleged non-compliance.

24 If Defendant disagrees that it has failed to comply with a provision of this Consent  
25 Decree, it shall notify the EEOC in writing within twenty (20) business days and the  
26 Commission may then apply to this Court for appropriate relief, including but not limited  
27 to a resolution of the dispute, a determination of whether Defendant is in compliance and,  
28 if not, an appropriate order to enforce the provisions of this Consent Decree. If the

1 Commission brings a matter before the Court, Defendant shall be provided with  
2 appropriate notice under the Local Rules of the Court and the Federal Rules of Civil  
3 Procedure.

4 **XI.**

5 **DURATION OF DECREE AND RETENTION OF JURISDICTION**

6 All provisions of this Consent Decree shall be in effect for a period of thirty (30)  
7 months.

8 For the duration of this Consent Decree, this Court shall retain jurisdiction for the  
9 purpose of enforcing the provisions of this Consent Decree. Should the Court determine  
10 that Defendant has not complied with this Consent Decree, in whole or in part, it may  
11 impose appropriate relief, including but not limited to the imposition of costs on  
12 Defendant and extension of the duration of this Decree for such a period as may be  
13 necessary to remedy Defendant's non-compliance.

14 **XII.**

15 **MODIFICATION AND SEVERABILITY**

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

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

25 By mutual agreement of the parties, this Consent Decree may be amended or  
26 modified in the interests of justice and fairness in order to effectuate the provisions of the  
27 Decree.

28 ///



1 XIII.

2 COSTS OF ADMINISTRATION AND IMPLEMENTATION  
3 OF CONSENT DECREE

4 Defendant shall bear all costs associated with its administration and implementation  
5 of this Consent Decree, as set forth in Paragraphs V through IX. To the extent that the  
6 Commission has any costs associated with the administration and implementation of this  
7 Consent Decree, it shall bear such costs.

8 XIV.

9 COURT COSTS AND ATTORNEYS' FEES

10 Defendant and the Commission shall each bear its own court costs and attorneys'  
11 fees.

12 XV.

13 MISCELLANEOUS PROVISIONS

14 When this Consent Decree requires the submission by Defendant of reports, notices  
15 or other materials to the Commission, such materials shall be mailed by certified mail to:  
16 Regional Attorney, U.S. Equal Employment Opportunity Commission, Los Angeles  
17 District Office, 255 East Temple Street, 4<sup>th</sup> Floor, Los Angeles, California 90012.

18 Defendant shall provide any potential successor with a copy of this Consent Decree  
19 within a reasonable time of not less than fifteen (15) days prior to the execution of any  
20 document providing for acquisition or assumption of control of Defendant, or any other  
21 material change in corporate structure, and shall simultaneously inform the EEOC of  
22 same.

23 During the term of this Consent Decree, Defendant and its successors shall assure  
24 that each of its officers, managers and supervisors is aware of any term related to his/her  
25 job duties.

26 This Consent Decree shall be binding upon and enforceable against Defendant and  
27 its respective successors and assigns.

28 ///



1 A signature transmitted by facsimile shall have the same force and effect as a  
2 signature penned in ink.

3  
4 IT IS SO ORDERED

5  
6 Date: \_\_\_\_\_, 2003

\_\_\_\_\_  
Honorable S. James Otero  
U.S. District Court Judge

7  
8 Date: 9/9, 2003

U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

9  
10 ANNA Y. PARK  
11 GREG McCLINTON  
12 DANA C. JOHNSON

13 by   
\_\_\_\_\_  
DANA C. JOHNSON

14 Attorneys for Plaintiff  
15 U.S. Equal Employment Opportunity  
16 Commission

17  
18 Date: \_\_\_\_\_, 2003

CENTRAL E.N.O. CORPORATION


19  
20 by \_\_\_\_\_  
MIMI CHANG

21  
22 Controller  
23 Central E.N.O. Corporation

1 A signature transmitted by facsimile shall have the same force and effect as a  
2 signature penned in ink.

4 IT IS SO ORDERED.

5  
6 Date: 9/10/03, 2003

  
\_\_\_\_\_  
Honorable S. James Otero  
U.S. District Court Judge

8 Date: \_\_\_\_\_, 2003

U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
  
ANNA Y. PARK  
GREG McCLINTON  
DANA C. JOHNSON

by \_\_\_\_\_  
DANA C. JOHNSON

Attorneys for Plaintiff  
U.S. Equal Employment Opportunity  
Commission

18 Date: 9-5, 2003

CENTRAL E.N.O. CORPORATION

by   
\_\_\_\_\_  
MIMI CHANG

Controller  
Central E.N.O. Corporation



**EXHIBIT A**

The United States Equal Employment Opportunity Commission ("EEOC") filed a lawsuit in the United States District Court for the Central District of California against Central ENO, Case No. CV 02-07487 SJO (Ex), in which the EEOC alleged that Central ENO discriminated in wages and terms and conditions of employment and retaliated against a former employee who complained about the discrimination in violation of Title VII of the Civil Rights Act of 1964, as amended. Central ENO denied all of the allegations. This notice is being posted pursuant to a Consent Decree entered by the Court resolving this lawsuit.

Pursuant to the Consent Decree, Central ENO is providing notice to all of its employees that discrimination of any kind will not be tolerated. Managers will undergo training to prevent any unlawful discrimination and/or retaliation in the future towards employees.

Federal law requires that there be no 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.

Should you believe that you have been discriminated against or harassed because of your sex, race, color, national origin, religion, age or disability by Central ENO, you may seek assistance from:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
LOS ANGELES DISTRICT OFFICE  
255 EAST TEMPLE STREET, FOURTH FLOOR  
LOS ANGELES, CA 90012  
TELEPHONE NUMBER: (213) 894-1121

THIS NOTICE WILL BE POSTED UNTIL \_\_\_\_\_, 200\_, BY  
DIRECTION OF THE UNITED STATES DISTRICT COURT FOR THE  
CENTRAL DISTRICT OF CALIFORNIA.