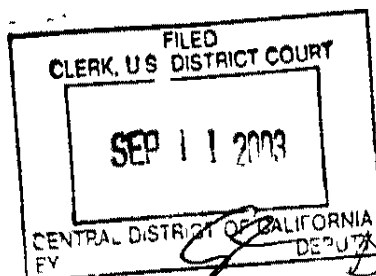


1 Anna Y. Park, SBN 164242
Gregory L. McClinton, SBN 153553
2 Dana C. Johnson, SBN 187341
EQUAL EMPLOYMENT
3 OPPORTUNITY COMMISSION
255 East Temple Street, 4th Floor
4 Los Angeles, CA 90012
Telephone: (213) 894-1053
5 Facsimile: (213) 894-1301

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



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

17 EQUAL EMPLOYMENT
18 OPPORTUNITY COMMISSION,

19 Applicant,

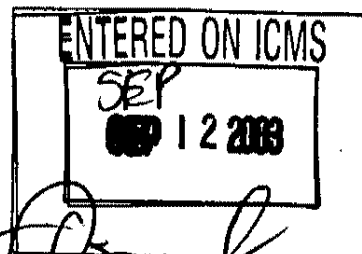
20 v.

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 ///

XIII.

**COSTS OF ADMINISTRATION AND IMPLEMENTATION
OF CONSENT DECREE**

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

XIV.

COURT COSTS AND ATTORNEYS' FEES

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

XV.

MISCELLANEOUS PROVISIONS

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

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

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

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

///

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
9 Date: _____, 2003

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

ANNA Y. PARK
GREG McCLINTON
DANA C. JOHNSON

12 by _____
DANA C. JOHNSON

Attorneys for Plaintiff
U.S. Equal Employment Opportunity
Commission

18 Date: 9-5, 2003

CENTRAL E.N.O. CORPORATION

20 by 
MIMI CHANG

22 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.