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25 UNITED STATES DISTRICT COURT
26 NORTHERN DISTRICT OF CALIFORNIA
27 SAN JOSE DIVISION

28 EQUAL EMPLOYMENT OPPORTUNITY)	CIVIL ACTION NO.
COMMISSION,)	
Plaintiff,)	C-03-05117 JW (HRL)
v.)	CONSENT DECREE
ENTRAVISION COMMUNICATIONS)	
CORP.,)	
Defendant.)	
_____)	

29 **I. INTRODUCTION**

30 On November 19, 2003, Plaintiff, Equal Employment Opportunity Commission
31 (“EEOC”), filed this action pursuant to Title VII of the Civil Rights Act of 1964 (“Title VII”) and
32

33 **Consent Decree**
34 **C-03-05117 JW (HRL)**

1 Title I of the Civil Rights Act of 1991. Plaintiff alleged that Defendant, ENTRAVISION
2 COMMUNICATIONS CORPORATION (“Defendant”), subjected Ms. America Medina, Ms.
3 Sofia Long and other similarly situated female employees to sexual harassment and a hostile
4 work environment. Plaintiff also alleged that Defendant subjected Ms. Medina to constructive
5 discharge and Ms. Long to retaliatory discharge because she engaged in a protected activity.

6 On January 7, 2004, Defendant answered the complaint and denied liability on all claims
7 asserted by the EEOC.

8 The EEOC and Defendant want to conclude fully and finally all claims arising out of the
9 above action without the expenditure of further resources and expenses in contested litigation.
10 They enter into this Consent Decree to further the objectives of equal employment opportunity as
11 set forth in Title VII.

12 **II. NON-ADMISSION OF LIABILITY**

13 This Consent Decree is not an adjudication or finding on the merits of this case and shall not
14 be construed as an admission of a violation by Defendant.

15 The Court has reviewed the terms of this Consent Decree in light of the pleadings, the record
16 herein, and the applicable law, and now approves the Consent Decree in its entirety.

17 Therefore, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as follows:

18 **III. GENERAL PROVISIONS**

- 19 1. This Court has jurisdiction over the subject matter and the parties to this action.
- 20 2. This Consent Decree constitutes a full resolution of Plaintiff’s complaint in Civil
21 Action No. C-03-05117 JW (HRL) and the underlying charge of discrimination filed with the
22 EEOC.
- 23 3. This Consent Decree shall become effective upon its entry by the Court.
- 24 4. Each party shall bear its own costs and attorney fees.

25 **IV. INJUNCTIVE RELIEF**

26 1. *Sexual Harassment*: Consistent with Section 703 of Title VII, 42 U.S.C. §2000e-2,
27 Defendant, its officers, agents, management (including supervisory employees), successors and
28 assigns, and all those in active concert or participation with them, will make every effort to

Consent Decree
C-03-05117 JW (HRL)

1 of sexual harassment or retaliation; and to actively monitoring its
2 workplace in order to ensure tolerance, respect and dignity for all
3 people.

4 This paragraph does not create any contractual causes of action or other rights that would
5 not otherwise exist.

6 2. In order to accomplish the objectives embodied in the Statement of Zero-Tolerance
7 Policy and Equality Objectives and this Consent Decree, Defendant shall develop policies,
8 procedures and practices to implement the following policies, procedures and practices:

9 (a) **Policy Addressing Sexual Harassment:** Defendant agrees that it shall
10 develop a harassment policy, within forty-five (45) days of signing the Consent Decree,
11 which: (i) includes definitions of sexual harassment with examples to supplement the
12 definitions of sexual harassment; (ii) includes strong non-retaliation language with
13 examples to supplement the definition of retaliation; (iii) provides that complaints of
14 sexual harassment and/or retaliation will be accepted by Defendant both in writing and
15 orally; (iv) provides a timetable for commencing an investigation after a complaint is
16 made or received and for remedial action to be taken upon conclusion of an investigation;
17 and (v) indicates that, promptly upon the conclusion of its investigation of a complaint,
18 Defendant will communicate to the complaining party the results of the investigation and
19 the remedial actions taken or proposed, if any.

20 Defendant's policy will be written in both Spanish and English. Defendant will
21 provide a copy of the sexual harassment policy to the EEOC within forty-five (45) days of
22 the signing of the Consent Decree.

23 (b) **Complaint Procedures:** Defendant shall develop a complaint procedure designed to
24 encourage employees to come forward with complaints about violations of its harassment
25 policy. As part of the policy, Defendant shall provide its employees with convenient,
26 confidential and reliable mechanisms for reporting incidents of sexual harassment and
27 retaliation. Defendant shall designate at least two employees to whom employees may
28 report complaints of harassment. The titles of the contact persons (and with respect to
Corporate Legal and Human Resources Department, work locations and telephone

1 numbers) shall be listed on the harassment policy, which shall be included in the
2 company's employee handbook that is generally distributed to all employees on an annual
3 basis.

4 Defendant's complaint procedure will also be written in both Spanish and
5 English. Defendant will provide a copy of the complaint procedures to the EEOC within
6 forty-five (45) days of the signing of the Consent Decree.

7 **(c) Supervisor Accountability:**

8 (i) With respect solely to Defendant's Monterey, California television property,
9 Defendant agrees that it shall impose substantial discipline – up to and including
10 termination, suspension without pay or demotion – upon any supervisor or manager who
11 engages in harassment on the basis of sex or permits any such conduct to occur in his or
12 her work area or among employees under his or her supervision, or who retaliates against
13 any person who complains or participates in any investigation or proceeding concerning
14 any such harassment. Defendant shall communicate this policy to all supervisors and
15 managers at the time the person is hired or promoted to supervisor/manager and
16 subsequently, on an annual basis.

17 (ii) Defendant agrees that it shall advise all managers and supervisors of their duty
18 to actively monitor their work areas to ensure employee compliance with the company's
19 harassment policy, and to report any incidents and/or complaints of sexual harassment
20 and/or retaliation of which they become aware to the department charged with handling
21 such complaints.

22 **(d) Sexual Harassment Training:**

23 Defendant will agree to provide annual training to all current employees of the
24 Monterey Station with respect to harassment in the workplace, as follows:

25 (i) Defendant will develop and present to all of its employees at least one (1) hour
26 of mandatory sexual harassment training, the cost of which shall be borne by Defendant.

27 The training will take place within sixty (60) days of the signing of this Consent
28 Decree. The training will be conducted in the appropriate language (i.e. Spanish or

1 English) depending on the primary language of the employees being trained.

2 (ii) The training described in the preceding paragraph shall be provided by a
3 person knowledgeable in sexual harassment who shall educate the employees about the
4 problems of sexual harassment in the workplace. The training will include examples of
5 the types of remarks and behavior that will not be tolerated in Defendant's business
6 locations. The training will further inform each participant that he or she is responsible
7 for knowing and complying with the contents of Defendant's harassment policy.

8 (iii) Supervisors and/or managers who are responsible for enforcing Defendant's
9 harassment policy shall also receive training on appropriate techniques for investigating
10 harassment and remedying it. The training on investigative techniques can be included as
11 a component of the mandatory sexual harassment training.

12 (iv) Defendant shall provide to the EEOC, at least five (5) days in advance of the
13 training, a copy of the course syllabus for the training. Following the training session, all
14 participants shall be given a questionnaire through which they will be asked to critique
15 the training and to provide suggestions to improve future trainings.

16 (v) Defendant will retain records of the training programs, listing the dates on
17 which it held the training and identifying the persons who attended and those who did not
18 attend. Defendant will provide a copy of these records, the training materials and the
19 completed post-training questionnaires to the Commission within thirty (30) days of
20 completion of the trainings.

21 (vi) Defendant shall provide a refresher training session, at least one (1) hour long,
22 for all of its employees, once a year every year after the initial sexual harassment training
23 until the expiration of the Consent Decree. Defendant shall send to the EEOC the
24 corresponding reports for the refresher training as identified in paragraph (v) above within
25 thirty (30) days of completing the refresher training.

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1 **VII. REPORTING**

2 1. Defendant will conspicuously post the notice, a copy of which is attached as Exhibit 1,
3 at its business location in Monterey, California television property. Such notices shall be posted
4 for six (6) months following entry of the Consent Decree. Defendant will monitor the notices
5 and replace within ten (10) days any notice which is defaced or removed.

6 2. Within ninety (90) days of the entry of this Consent Decree, Defendant will send the
7 Commission appropriate verification of its completion of harassment training for its employees at
8 the Monterey, California television property.

9 3. Defendant shall submit a final report to the EEOC thirty (30) days before the Consent
10 Decree expires containing a statement verifying its compliance with the terms of the Consent
11 Decree.

12 **VIII. RETENTION OF JURISDICTION AND**
13 **EXPIRATION OF CONSENT DECREE**

14 1. This Consent Decree shall terminate two years from the date of entry by the court,
15 unless EEOC petitions this court for an extension of the Decree because of noncompliance by
16 Defendant. If EEOC determines that Defendant has not complied with the Consent Decree,
17 EEOC will provide written notification of the alleged breach to Defendant and will not petition
18 the court for enforcement sooner than thirty (30) days after providing written notification. The
19 thirty-day period following written notice shall be used by the parties for good faith efforts to
20 resolve the issue. If EEOC petitions the court and the court finds Defendant to be in substantial
21 violation of the terms of the Decree, the court may extend this Consent Decree.

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NOTICE TO EMPLOYEES

This notice is being posted as part of a consent decree entered into between the U.S. Equal Employment Opportunity Commission (EEOC) and Entravision Communications, Corp.

Federal law requires that there be no discrimination against any employee or applicant for employment because of the individual's race, color, religion, sex, national origin, age (40 and over), or disability with respect to hiring, promotion, firing, compensation, sexual harassment or other terms and conditions or privileges of employment.

Federal law also prohibits retaliation against any employee who files a charge of discrimination or who cooperates with the EEOC's investigation of a charge. The EEOC is committed to protecting employees who file charges or who are witnesses during an investigation including, if necessary, further court proceedings.

It is the policy of Entravision Communications, Corp. that it will not retaliate or tolerate retaliation in any way against any employee who has filed a charge or provided testimony in the course of an investigation.

It is also the policy of Entravision Communications, Corp. that discrimination will not be tolerated. This policy includes the fair treatment of all employees and the maintenance of a work environment free of discrimination, including sexual harassment. If any employee is found in violation of this policy, he/she will be subjected to disciplinary action, up to and including dismissal.

If you wish to report an instance(s) of discrimination, please contact XXXX (name of company representative). You may also contact the U.S. Equal Employment Opportunity Commission (EEOC) at 408-291-7352 and/or the Department of Fair Employment and Housing (DFEH) at (800) 884-1684.

This Notice will remain posted for six months from the date of posting and will not be defaced.

Date: _____

Company Official

EXHIBIT 1

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AVISO A EMPLEADOS

Este Aviso es anunciado como parte del remedio acordado conforme al acuerdo entre la Comisión de Igualdad de Oportunidades de Empleo (EEOC) y Entravision Communications, Corp.

La ley federal requiere que no aiga discriminación contra cualquier empleado o solicitante para empleo a causa de su raza, color, religión, sexo, origen nacional, edad (40 años o mayores), e incapacidades con respecto a contratación, promoción, despido, compensación, u otros términos, condiciones o privilegios de empleo.

La ley federal también prohíbe represalias contra cualquier empleado que presente una denuncia de discriminación o quienes cooperan con la EEOC en una investigación de una denuncia. La EEOC esta comprometida a proteger empleados que presenten una denuncia, quienes se quejan sobre discriminación o quienes son testigos durante una investigación incluyendo, si es necesario, durante un juicio.

Es la póliza de Entravision Communications, Corp., que no tomará represalias ni tolerará represalias de cualquier forma contra ningún empleado que se aiga quejado, presentado una denuncia, o proporcionado testimonio durante el transcurso de una investigación.

También es la poliza de Entravision Communications, Corp., de prohibir discriminación en el empleo. Esta poliza incluye el tratamiento justo de todos los empleados y de mantener un ambiente en el trabajo libre de discriminación, incluyendo acoso sexual. Si se determina que algún empleado/a ha violado esta poliza, él/ella sera sujeto a una acción disciplinaria, incluyendo terminación.

Si desea reportar un incidente de discriminación, por favor comuníquese con XXXX (nombre de persona de compañía). También se puede comunicar con la EEOC al (408) 291-7352 o la agencia estatal DFEH al (800) 884-1684.

Este aviso se mantendra anunciado por seis meses de la fecha del anuncio y no será estropeado.

Fecha

(Oficial de la Compañía)

EXHIBIT 1