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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

21 U.S. EQUAL EMPLOYMENT
22 OPPORTUNITY COMMISSION,

23 Plaintiff,

24 v.

25 ROQUEMORE, PRINGLE & MOORE,
26 INC., a California
27 corporation; and DOES 1
28 through 5, inclusive,

Defendants.

CASE NO. 01-06561 SVW (FMOx)

[Signature]
[PROPOSED] CONSENT DECREE

- Docketed
- Copies / NTC Sent
- JS - 5 / JS - 6
- JS - 2 / JS - 3
- CLSD

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1 BRENDA MARTINEZ)
 2 Plaintiff Intervenor)
 3 v.)
 4 ROQUEMORE, PRINGLE & MOORE,)
 5 INC.,)
 6 Defendant.)

8 **I.**

9 **THE LITIGATION**

10 In this action by Plaintiff, United States Equal Employment Opportunity
 11 Commission (the "Commission" or "EEOC"), the Commission alleged that Defendant,
 12 Roquemore, Pringle & Moore ("Defendant") violated Title VII of the Civil Rights Act of
 13 1964, as amended, by subjecting its employee, Brenda Martinez and other similarly
 14 situated employees to a hostile work environment based upon their sex (female) and
 15 national origins. In addition, the Commission alleged that Defendant terminated Ms.
 16 Martinez's employ in retaliation for her having engaged in protected activity, in violation
 17 of Title VII of the Civil Rights Act of 1964, as amended. The Commission sought relief
 18 against Defendant to correct these alleged violation and prevent future violations.

19 Brenda Martinez intervened in the instant action, alleging that Defendant
 20 additionally violated the California Fair Employment and Housing Act and committed
 21 unfair business practices under California's Business and Profession Code.

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

25 **II.**

26 **DEFINITIONS**

27 Defendant—Roquemore, Pringle & Moore, Inc.
 28 Plaintiff— United States Equal Employment Opportunity Commission.

1 Claimants—Persons on whose behalf the EEOC is seeking relief: Brenda Martinez, Denise
2 Najera and Robert Lieu.

3 Plaintiff-Intervenor—Brenda Martinez.

4 **III.**

5 **FINDINGS**

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

- 8 A. The Court has jurisdiction of the subject matter of this action and of the
9 parties;
- 10 B. The terms and provisions of this Consent Decree are adequate, fair
11 reasonable, equitable and just. The rights of Defendant, the Commission
12 and those for whom the Commission seeks relief, and Plaintiff-Intervenor
13 Martinez are protected adequately by this Consent Decree;
- 14 C. This Consent Decree conforms with the Federal Rules of Civil Procedure
15 and Title VII, and is not in derogation of the rights and privileges of any
16 person. The entry of this Consent Decree will further the objectives of Title
17 VII and will be in the best interest of Defendant, the Commission and those
18 for whom the Commission seeks relief, and Plaintiff-Intervenor Martinez.

19 NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

20 **IV.**

21 **EFFECT OF DECREE**

22 This Consent Decree resolves all issues and claims arising out of the Complaint
23 filed by the EEOC herein alleging unlawful employment practices by Defendant against
24 Claimants in violation of Title VII of the Civil Rights Act of 1964, as amended, and this
25 Consent Decree shall be binding and final as to all such issues and claims.

26 This Consent Decree does not constitute an adjudication by this Court on the
27 merits of the allegations of the EEOC’s Complaint. Neither the agreement to enter into

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1 this Consent Decree nor any provisions hereof constitute an admission by Defendant of
2 any violation of Title VII.

3 This Decree in no way effects the EEOC's rights to process charges against
4 Defendant not otherwise covered by this Consent Decree in accordance with standard
5 EEOC procedures and to commence civil action on any such charges.

6 V.

7 MONETARY RELIEF

8 Defendant shall pay a total of \$125,000 in settlement of this action. A total of
9 \$45,000 shall be paid to Brenda Martinez; a total of \$50,000 shall be paid to Denise
10 Najera; and a total of \$30,000 shall be paid to Robert Lieu.

11 All checks shall be delivered via certified mail, and made out and addressed as follows:

12 (1) Checks to Brenda Martinez shall be addressed to Nyree Abbott of Abbott &
13 Associates, 3550 Wilshire Blvd., 17th Floor, Los Angeles, CA 90010, payable to
14 "Brenda Martinez care of Abbott & Associates;"

15 (2) Checks to Denise Najera shall be addressed to Denise Najera, 6956 Sherwood
16 Dr., La Verne, CA 91750, payable to "Denise Najera;"

17 (3) Checks to Robert Lieu shall be addressed 2109 West Hellman Avenue,
18 Alhambra, CA 91803, payable to "Robert Lieu."

19 Payments shall be made according to the following schedule:

20 On or before February 5, 2002 Defendant shall deliver

21 (1) \$15,000.00 to Brenda Martinez;

22 (2) \$20,000.00 to Denise Najera; and

23 (3) \$15,000.00 to Robert Lieu.

24 On or before the 5th of each subsequent month, Defendant shall pay a a total of
25 \$5,000.00 per month for a period of 15 months, as follows:

26 (1) \$2,000.00 to Brenda Martinez care of Abbott & Associates;

27 (2) \$2,000 to Denise Najera; and

28 (3) \$1,000 to Robert Lieu.

1 All payments to Brenda Martinez care of Abbott & Associates, Denise Najera and
2 Robert Lieu constitute compensatory damages, and no FICA/FUTA or other withholding
3 shall be made. Defendant shall issue form 1099s to the extent required by law.

4 Concurrent with delivery of each check delivered to Martinez care of Abbott &
5 Associates, Najera and Lieu, Defendant shall deliver to the EEOC a copy of said check.

6 In the event that Defendant defaults on any payment, the EEOC shall immediately
7 notify Michael Moore at Roquemore, Pringle and Moore, Inc., who will have five
8 business days from the date of notification to cure the default. A cure is accomplished if
9 payment is mailed by overnight mail to the Claimant(s) and a copy is mailed by overnight
10 mail to the EEOC on or before the fifth day after the notice date. Notice shall be made by
11 facsimile to (323) 724-5410. If Defendant fails to cure the default, then all monies owed
12 under this paragraph to Brenda Martinez, Denise Najera and Robert Lieu shall become
13 automatically and immediately due.

14 In the event that Defendant fails to cure, and any of the Claimants resorts to the
15 Court for enforcement this paragraph, Defendant agrees to pay to the Claimant(s) all costs
16 and attorneys' fees incurred in connection with the Claimant(s) enforcement action.

17 **VI.**

18 **INJUNCTIVE RELIEF**

19 Defendant and its officers, agents, employees, successors and assigns, and all of
20 those in active concert or participation with them, or any of them, are enjoined from
21 engaging in any employment practice which contributes to the creation of a hostile
22 working environment; and retaliating against any individual for opposing discrimination
23 or harassment, or for participating in an investigation of discrimination or harassment.

24 **VII.**

25 **EQUAL EMPLOYMENT OPPORTUNITY CONSULTANT**

26 Within thirty (30) days of the date of entry of this Consent Decree and for a period
27 of three (3) years from the date of entry of the Consent Decree, Defendant shall retain
28 Belle Mason, Esq. as its Equal Employment Opportunity Consultant ("EEO Consultant")

1 to implement and monitor Defendant's compliance with Title VII and with the provisions
2 of this Consent Decree.

3 The EEO Consultant's responsibilities shall include ensuring that all reports
4 required by this Decree are accurately compiled and timely submitted. In addition, the
5 EEO Consultant shall assist in training Defendant's employees, developing anti-
6 discrimination policies and ensuring compliance under this Consent Decree.

7 Any proposed changes in the designation of the EEO Consultant shall be
8 communicated to the EEOC in writing, within thirty (30) days of such designation, as
9 follows: Defendant shall submit the name and credentials of the proposed Consultant to
10 the EEOC's Los Angeles District Office Regional Attorney for approval. If the Regional
11 Attorney does not approve the person proposed, she shall provide Defendant with a list of
12 three acceptable candidates, from which list Defendant shall select the EEO Consultant.
13 Subsequent replacement of the EEO Consultant requires the Regional Attorney's
14 approval, as set forth, above.

15 **VIII.**

16 **POSTING OF NOTICE**

17 Within five (5) business days of the entry of this Consent Decree, Defendant shall
18 give a copy of the Notice attached as Exhibit "A" to each employee then employed by
19 Defendant and to each partner of Defendant. Defendant shall obtain a signed
20 acknowledgment of receipt which shall be maintained in the employee's/partner's
21 personnel file. At the same time, Defendant shall conspicuously post a copy of the Notice
22 at an agreed upon location readily accessible to and commonly frequented by Defendant's
23 employees. The Notice shall remain posted during the term of this Consent Decree.
24 Defendant shall certify to the EEOC within ten (10) business days of the entry of this
25 Consent Decree that the Notice(s) have been properly distributed and posted.

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IX.

ANTI-HARASSMENT POLICY

Within forty-five (45) days of the entry of this Consent Decree, Defendant shall, in conjunction with the EEO Consultant, develop a written policy specifically prohibiting harassment in the workplace based upon sex, race, national origin, age, religion and disability. At a minimum, the policy shall:

- A. specify the kinds of verbal or written statements or graphic depictions which are prohibited in the workplace;
- B. specify that violation of the policy will result in discipline, up to and including termination;
- C. explain the process for filing a complaint of harassment, which process shall allow for complaints to be initiated verbally, although it may require that the substance of the complaints be later reduced to writing;
- D. require that any employee in a supervisory position who receives a complaint of harassment, whether formal or informal, written or verbal, report such complaint to a member of the harassment committee within 24 hours of receiving said complaint; and
- E. require that a summary of the allegations of any complaint of harassment, and the results of the investigation into said complaint, be permanently maintained in the personnel file of the person(s) accused of engaging in the complained-of harassing conduct.

X.

TRAINING PROGRAM

A minimum of eight (8) hours of training on equal employment laws will be provided at least once per year to all of Defendant's partners and employees over the term of this Consent Decree. The trainings shall be conducted by Sean Mason. The trainings shall be monitored by the EEO Consultant. Such training shall accurately and completely advise the Defendant's employees of laws, rules and regulations concerning the

1 prohibitions on harassment and retaliation, with specific and practical emphasis on
2 applying such legal requirements within Defendant's business environment.

3 In addition, a minimum of four (4) hours of training on discrimination and
4 harassment complaint procedure requirements will be provided at least once per year to
5 all of Defendant's supervisory employees and partners. The trainings shall, at a
6 minimum, instruct supervisor to recognize complaints of harassment/discrimination;
7 instruct supervisors of their responsibility to promptly inform the harassment committee
8 of such complaints, and instruct supervisors on the prohibition against retaliation.

9 Any proposed changes in the designation of the person or entity providing the
10 trainings shall be communicated to the EEOC in writing, within thirty (30) days of such
11 designation, as follows: Defendant shall submit the name and credentials of the proposed
12 trainer to the EEOC's Los Angeles District Office Regional Attorney for approval. If the
13 Regional Attorney does not approve the person or entity proposed, she shall provide
14 Defendant with a list of three acceptable candidates, from which list Defendant shall
15 select the trainer. Subsequent replacement of the trainer requires the Regional Attorney's
16 approval, as set forth, above.

17 **XI.**

18 **RECORD KEEPING**

19 For the period covered by this Consent Decree, the EEO Consultant shall maintain
20 and keep available for inspection and copying by the Commission the following records:

- 21 A. All complaints of discrimination or harassment;
- 22 B. All investigative notes taken;
- 23 C. All documents reflecting resolution of investigations into complaints of
24 discrimination or harassment, including disciplines issued;
- 25 D. All documents created or used by Defendant in performing or administering
26 this Consent Decree; and
- 27 E. Any other materials, the preparation or maintenance of which is required by
28 this Consent Decree.

1 Defendant shall make all records that are required to be maintained available for
2 inspection, review and copying by the EEOC within five (5) business days after the
3 Commission so requests. For the purpose of allowing the Commission to verify
4 Defendant's compliance with this Consent Decree, Defendant shall permit the
5 Commission to enter its offices within business hours and also permit its agents and/or
6 employees whom the Commission reasonably asks to interview to be interviewed at a
7 mutually agreeable place, date and time.

8 **XII.**
9 **REPORTING**

10 Defendant shall provide to the EEOC copies of all checks to Martinez, Najera and
11 Lieu; and certification of distribution and posting of notice, Exh. "A".

12 Every six (6) months for the duration of this Consent Decree, and for the purposes
13 of determining Defendant's compliance with this Consent Decree, Defendant shall
14 provide the EEOC with a report regarding any internal complaints of discrimination or
15 harassment. If no internal complaints were made during the six month period, Defendant
16 shall so state. If one or more internal complaints were made during the six month period,
17 the report shall contain the name, address, and telephone number of the person(s) making
18 the complaint; a summary of the complaint (if made orally) or a copy of the complaint (if
19 made in writing); all notes taken in the course of the investigation into the complaint; and
20 all documents reflecting the results of the investigation and the corrective steps taken, if
21 any.

22 Within ten (10) days of the completion of each training, Defendant shall
23 notify the Commission of the date(s) the training was conducted, and the name and job
24 title of each person who received the training, and sign-in sheets verifying attendance in
25 the format described in Exhibit "B".

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XIII.

COMPLIANCE AND DISPUTE RESOLUTION

In the event that the Commission believes that Defendant has failed to comply with any provision of this Consent Decree other than Paragraph V (Monetary Relief), the Commission shall notify Defendant in writing of such belief and afford Defendant a reasonable period of not less than ten (10) business days to remedy the alleged non-compliance.

If Defendant disagrees that it has failed to comply with a provision of this Consent Decree, it shall notify the EEOC in writing within ten (10) business days and the Commission may then apply to this Court for appropriate relief, including but not limited to a resolution of the dispute, a determination of whether Defendant is in compliance and, if not, an appropriate order to enforce the provisions of this Consent Decree. If the Commission brings a matter before the Court, the opposing party shall be provided with appropriate notice under the Local Rules of the Court and the Federal Rules of Civil Procedure.

XIV.

DURATION OF DECREE AND RETENTION OF JURISDICTION

All provisions of this Consent Decree shall be in effect for a period of three (3) years.

For the duration of this Consent Decree, this Court shall retain jurisdiction for the purpose of enforcing the provisions of this Consent Decree.

XV.

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

Defendant shall bear all costs associated with its administration and implementation of this Consent Decree.

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XVI.

COURT COSTS AND ATTORNEYS' FEES

Defendant, Plaintiff-in-Intervention and the Commission shall each bear its own court costs and attorneys' fees.

XVII.

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 thirty (30) 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.

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

Date: 1/15/02

ROQUEMORE, PRINGLE & MOORE,
INC., A PROFESSIONAL CORPORATION
By Michael Moore
Michael Moore
President

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Date: 1/15/02

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION


ANNA Y. PARK
DANA C. JOHNSON


Dana C. Johnson

Attorneys for Plaintiff
U.S. Equal Employment Opportunity
Commission

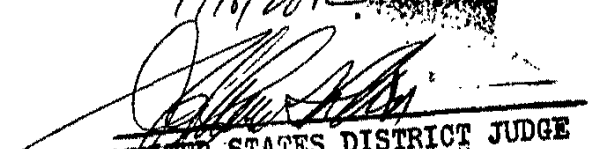
Date: 1-9-02

PLAINTIFF-IN-INTERVENTION


H. Nyree Abbot
for Plaintiff-in-Intervention
Brenda Martinez

IT IS SO ORDERED

DATED

1/16/2002

UNITED STATES DISTRICT JUDGE

IT IS SO ORDERED

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Hon. Stephen Wilson
Judge, U.S. District Court