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FILED  
CLERK, U.S. DISTRICT COURT  
AUG 17 2007  
CENTRAL DISTRICT OF CALIFORNIA  
DEPUTY

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ENTERED  
CLERK, U.S. DISTRICT COURT  
AUG 21 2007  
CENTRAL DISTRICT OF CALIFORNIA  
DEPUTY

12 Attorneys for Defendant,  
SIERRA ALUMINUM COMPANY

13  
14 UNITED STATES DISTRICT COURT  
15 DISTRICT OF CALIFORNIA

16 U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,

Case No. 06-04158 PSG (CTx)

17 Plaintiff,

[PROPOSED] CONSENT DECREE;  
18 ORDER

19 v.

20 SIERRA ALUMINUM COMPANY,  
and DOES 1-10, Inclusive,

THIS CONSTITUTES NOTICE OF ENTRY  
AS REQUIRED BY FRCP, RULE 77(d).

21 Defendants.

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24  
25  Docketed  
 Copies / NTC Sent  
26  JS - 5 / JS - 6  
27  JS - 2 / JS - 3  
 CLSD

DOCKETED ON CM  
AUG 21 2007  
BY *[Signature]* 004

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I.  
INTRODUCTION

Plaintiff U.S. Equal Employment Opportunity Commission (the "EEOC" or "Commission") and Defendant Sierra Aluminum Co. stipulate and agree to entry of this Consent Decree to resolve the Commission's complaint, filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* ("Title VII"). The Commission alleged that Charging Party Rosa Suarez ("Charging Party") was subjected to unlawful retaliation for engaging in a protected activity.

II.

PURPOSES AND SCOPE OF THE CONSENT DECREE

A. The parties to this Consent Decree ("Decree") are the EEOC and Sierra Aluminum Co. The scope of this Decree encompasses Sierra Aluminum Co.'s facilities. This Decree shall be binding on and enforceable against Sierra Aluminum Co. and its officers, directors, agents, successors and assigns.

B. The parties have entered into this Decree for the following purposes:

1. To provide appropriate monetary and injunctive relief;
2. To ensure that Sierra Aluminum Co.'s employment practices comply with federal law;
3. To ensure a work environment free from hostility and retaliation;
4. To ensure training for Sierra Aluminum Co.'s managers and employees with respect to their obligations under Title VII; and
5. To provide an appropriate and effective mechanism for addressing discrimination complaints in the workplace.

This Decree resolves all claims the EEOC has brought or could have brought against Sierra Aluminum Co. arising out of this Complaint.

**III.**  
**RELEASE OF CLAIMS**

A. This Decree fully and completely resolves all issues, claims and allegations by the EEOC against Sierra Aluminum Co. that are raised in the Complaint filed in this action in the United States District Court, Central District of California on June 29, 2006, captioned *U.S. Equal Employment Opportunity Commission v. Sierra Aluminum Co.*, Case No. 06-04158 (the "Complaint"). The EEOC hereby releases Sierra Aluminum Co. with respect to any and all such claims.

B. Nothing in this Decree shall be construed to preclude any party from bringing suit to enforce this Decree in the event that any party fails to perform these promises and representations.

C. Nothing in this Decree shall be construed to limit or reduce Sierra Aluminum Co.'s obligation to comply fully with Title VII or any other federal employment statute.

D. This Decree in no way affects the EEOC's right to bring, process, investigate or litigate other charges that may be in existence or may later arise against Sierra Aluminum Co. in accordance with standard EEOC procedures.

**IV.**  
**JURISDICTION**

A. The Court has jurisdiction over the parties and the subject matter of this lawsuit. The Complaint asserts claims that, if proven, would authorize the Court to grant the equitable relief set forth in this Decree. The terms and provisions of this Decree are fair, reasonable, and just. This Decree conforms with the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights or privileges of any person.

B. The Court shall retain jurisdiction of this action during the duration of the

Sierra Aluminum Company

1 Decree for the purposes of entering all orders, judgments and decrees that may be  
2 necessary to implement the Decree's relief and any other relief the Court deems  
3 appropriate.

4 V.

5 **EFFECTIVE DATE AND DURATION OF DECREE**

6 A. These provisions and agreements are effective immediately upon the date  
7 which this Decree is entered by the Court ("the Effective Date").

8 B. Except as otherwise provided, this Decree shall remain in effect for three  
9 (3) years after the Effective Date.

10 VI.

11 **NO ADMISSION OR DETERMINATION OF THE MERITS**

12 This Consent Decree does not constitute and shall not be deemed to be an  
13 admission by any party about the merits of the allegations, claims or defense of any  
14 other party. By entering into this Consent Decree, Sierra Aluminum Company  
15 does not admit, but in fact denies, that it has violated Title VII of the Civil Rights  
16 Act of 1964, as amended (42 U.S.C. 2000e, *et seq.*) and any other fair employment  
17 practice law.

18 VII.

19 **MODIFICATION AND SEVERABILITY**

20 A. This Decree constitutes the complete understanding of the parties with  
21 respect to the matters in the Decree. No waiver, modification or amendment of  
22 any provision of this Decree will be effective unless made in writing and signed  
23 by an authorized representative of each of the parties.

24 B. If one or more provisions of the Decree are rendered unlawful or  
25 unenforceable, the parties shall make good faith efforts to agree upon appropriate  
26 amendments to this Decree in order to effectuate the purposes of the Decree. In  
27

CONSENT

any event, the remaining provisions will remain in full force and effect unless the purposes of the Decree cannot, despite the parties' best efforts, be achieved.

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

VIII.

COMPLIANCE AND DISPUTE RESOLUTION

A. The parties expressly agree that if the Commission has reason to believe that Sierra Aluminum Co. has failed to comply with any provision of this Consent Decree, the Commission may bring an action before this Court to enforce the Decree. Prior to initiating such action, the Commission will notify Sierra Aluminum Co. and its legal counsel of record, in writing, of the nature of the dispute. This notice shall specify the particular provision(s) that the Commission believes Sierra Aluminum Co. has breached. Absent a showing that the delay will cause irreparable harm, Sierra Aluminum Co. shall have thirty (30) days to attempt to resolve or cure the breach.

B. The parties agree to cooperate with each other and use their best efforts to resolve any dispute referenced in the EEOC notice.

C. After thirty (30) days have passed with no resolution or agreement to extend the time further, the Commission may petition this Court for resolution of the dispute, seeking all available relief, including an extension of the term of the Decree for such period of time as Sierra Aluminum Co. is shown to be in breach of the Decree.

IX.

MONETARY RELIEF

In settlement of this lawsuit, Sierra Aluminum Co. shall pay a total of

1 \$200,000.00 to resolve this action. The EEOC shall designate the \$200,000.00 as  
2 compensatory damages. No tax withholding deductions shall be made with respect  
3 to the payment of the settlement proceeds. The Charging Party is responsible for  
4 taxes payable on the settlement proceeds.

5  
6 A. Sierra Aluminum Co. shall forward, via certified mail, a check to the  
7 Charging Party within ten (10) days of the effective date of this Consent Decree.  
8 Sierra Aluminum Co. shall prepare and distribute 1099 tax reporting forms to  
9 Suarez and shall make appropriate reports to the Internal Revenue Service and  
10 other tax authorities. Within three (3) business days of the issuance the settlement  
11 check, Sierra Aluminum Co. shall submit a copy of each check and related  
12 correspondence to the Regional Attorney, Anna Y. Park, U.S. Equal Employment  
13 Opportunity Commission, 255 East Temple Street, 4<sup>th</sup> Floor, Los Angeles, CA  
14 90012.

15 X.

16 GENERAL INJUNCTIVE RELIEF

17 A. **Non-Discrimination**

18 1. Retaliation

19 Sierra Aluminum Co., its officers, agents, management (including all  
20 supervisory employees), successors, assigns, and all those in active concert or  
21 participation with them, or any of them, hereby agree not to engage in, implement  
22 or permit any action, policy or practice with the purpose of retaliating against any  
23 current or former employee or applicant of Sierra Aluminum Co., or either of  
24 them, because he or she has in the past, or during the term of this Decree: (a)  
25 opposed any practice made unlawful under Title VII; (b) filed a charge of  
26 discrimination alleging such practice; (c) testified or participated in any manner in

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1 any investigation (including without limitation, any internal investigation  
2 undertaken by Sierra Aluminum Co.), proceeding in connection with this case  
3 and/or relating to any claim of a Title VII violation; (d) was identified as a possible  
4 witness or claimant in this action; (e) asserted any rights under this Decree; or (f)  
5 sought or received any relief in accordance with this Decree.

6 **B. Posting**

7 Within ten (10) business days after the Effective Date and throughout the  
8 term of this Decree, Sierra Aluminum Co. shall post notice in the form attached as  
9 Exhibit "A", in a clearly visible location frequented by employees at each of its  
10 facilities. The notice shall remain posted for three (3) years.

11 **C. Equal Employment Opportunity Consultant**

12 Within thirty (30) days after the Effective Date, Sierra Aluminum Co. shall  
13 retain an Equal Employment Opportunity Consultant ("Consultant") with  
14 demonstrated experience in the area of employment discrimination and sexual  
15 harassment issues, to monitor Sierra Aluminum Co.'s compliance with Title VII  
16 and the provisions of this Decree. The Consultant shall be subject to the  
17 Commission's approval, which shall not be unreasonably withheld. Sierra  
18 Aluminum Co. shall propose a Consultant to the Commission. If the Commission  
19 does not approve Sierra Aluminum Co.'s proposed Consultant, the Commission  
20 shall provide Sierra Aluminum Co. with a list of at least three suggested candidates  
21 acceptable to the Commission. Sierra Aluminum Co. shall bear all costs associated  
22 with the selection and retention of the Consultant and the performance of  
23 his/her/its duties. The Consultant's responsibilities shall include:

- 24 1. ensuring that Sierra Aluminum Co.'s procedures to handle complaints  
25 of discrimination, harassment and retaliation comply with its obligations, under  
26 this Decree;

1 2. ensuring that Sierra Aluminum Co.'s anti-harassment policy and  
2 reporting procedure effectively carry out its obligations under this Decree;

3 3. ensuring that managerial and human resources employees are  
4 trained on their rights and responsibilities under Title VII, including but not  
5 limited to the responsibilities to provide a workplace free of discrimination and  
6 retaliation;

7 4. ensuring that all managerial and human resources employees are  
8 trained on policies and procedures relating to sexual discrimination/harassment  
9 and retaliation;

10 5. monitoring Sierra Aluminum Co.'s investigation of all complaints of  
11 sexual discrimination/harassment and retaliation to ensure compliance with Title  
12 VII;

13 6. ensuring that Sierra Aluminum Co. properly communicates with  
14 complainants regarding the complaint procedure, status of the complaint  
15 investigation, results of the investigation, and any remedial action taken;

16 7. ensuring that Sierra Aluminum Co.'s reports required by this Decree  
17 are accurately compiled and timely submitted;

18 8. ensuring that Sierra Aluminum Co.'s disciplinary policies hold  
19 employees and managers accountable for failing to take appropriate action or for  
20 engaging in conduct prohibited under this Decree;

21 9. ensuring that Sierra Aluminum Co. creates a centralized system of  
22 tracking discrimination, harassment, and retaliation complaints;

23 10. further ensuring compliance with the terms of this Decree; and

24 11. and preparing a brief annual report on Sierra Aluminum Co.'s  
25 progress and its compliance under this Decree.

26 The Consultant shall ensure compliance for the foregoing provisions for the



1 term of the Decree. The Consultant need not be the same individual who provides  
2 the training under this Decree.

3 **D. Policies Concerning Discrimination and Harassment**

4 Sierra Aluminum Co. shall, within ten (10) business days after the Effective  
5 Date, provide a copy to the Consultant and the Commission of a policy on  
6 discrimination and sexual harassment that shall include:

7 1. A clear explanation of prohibited conduct;  
8 2. Assurance that employees who make complaints of harassment/  
9 discrimination or provide information related to such complaints will be protected  
10 against retaliation;

11 3. A clearly described complaint process that provides accessible and  
12 confidential avenues of complaint with contact information including name (if  
13 applicable), address, and telephone number of persons both internal (i.e., human  
14 resources) and external to Sierra Aluminum Co. (i.e., Commission and Consultant  
15 available to handle complaints concerning high level company officials of Sierra  
16 Aluminum Co.'s corporate hierarchy) to whom employees may report  
17 discrimination and retaliation, including a written statement that the employee may  
18 report the discriminatory behavior to designated persons outside their chain of  
19 management;

20 4. Assurance that the employer will protect the confidentiality of  
21 harassment/discrimination complaints to the extent possible;

22 5. A complaint process that provides a prompt, thorough, and impartial  
23 investigation;

24 6. A procedure for communicating with the complainant in writing  
25 regarding the status of the complaint/investigation, results of the investigation,  
26 and any remedial action taken; and

CHIEF CLERK

7. Assurance that Sierra Aluminum Co. will take immediate and appropriate corrective action when it determines that harassment/discrimination and/or retaliation has occurred.

8. Assurance that Sierra Aluminum Co.'s disciplinary policies hold employees and managers accountable for failing to take appropriate action or for engaging in conduct prohibited under this Decree;

The Consultant shall comment on the policy within forty-five (45) days of receipt and the EEOC should receive a copy of the comment. Should the policy not require any revision, Sierra Aluminum Co. shall confirm distribution of the policy no later than ten (10) business days after the forty-five (45) day period. The policy shall be distributed to all employees, including management/supervisory staff, and shall be included in any relevant policy or employee manuals distributed to employees by Sierra Aluminum Co. Sierra Aluminum Co. shall maintain acknowledgments from each employee who receives the revised policy.

Throughout the term of this Decree, Sierra Aluminum Co. shall also post the revised policy, in a place that is clearly visible to all employees at each of its facilities covered by this Decree in a legible font.

**E. Training**

Within sixty (60) days after the Effective Date or thirty (30) days after hiring the Consultant, whichever is later, all of Sierra Aluminum Co.'s managerial/supervisory, human resources employees shall be required to attend an intensive training program of at least three (3) hours. All other employees shall be required to attend a training program of at least one (1) hour in order to review the revised policies and procedures regarding harassment, and to review EEO law. The training shall be mandatory and occur once every year for the term of this Decree. Any manager, supervisor, or employee who failed to attend scheduled

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1 training shall be trained within thirty (30) days of the live training set forth above:

2 1. All employees' training shall include coverage of the subjects of  
3 equal employment opportunity rights and responsibilities, discrimination,  
4 harassment, retaliation, and Sierra Aluminum Co.'s revised policies and  
5 procedures for reporting and handling complaints of discrimination, harassment  
6 and retaliation.

7 2. The training shall additionally include training on how to properly  
8 handle and investigate complaints of discrimination and/or harassment in a  
9 neutral manner, how to take preventive and corrective measures against  
10 discrimination and/or retaliation, and how to recognize and prevent  
11 discrimination and/or retaliation.

12 3. For the remainder of the term of this Decree, all new managerial and  
13 human resources employees and all employees recently promoted from a  
14 staff/hourly to a managerial position shall receive the managerial or staff/hourly  
15 employee training, as appropriate, within thirty (30) days of hire or promotion.

16 4. After the initial training as specified above, all managerial and  
17 human resources employees shall receive the training at least annually  
18 thereafter for the remainder of the term of this Decree.

19 5. All employees required to attend such training shall verify their  
20 annual attendance in writing.

21 6. Within forty-five (45) days after the Effective Date or fifteen (15) days  
22 after hiring the Consultant, whichever is later, Sierra Aluminum Co. shall submit to  
23 the EEOC a description of the training to be provided and an outline of the  
24 curriculum developed for the trainees. Sierra Aluminum Co. shall give the EEOC  
25 a minimum of ten (10) business days' advance written notice of the date, time and  
26 location of each training program provided pursuant to this Decree, and agrees that

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1 an EEOC representative may attend any such training program.

2 7. Human Resources training shall be specific to their obligations,  
3 including the handling and investigating of complaints of discrimination and  
4 retaliation. This training shall be above and beyond the supervisor/manager  
5 training as set forth above.

6 **F. Performance Evaluations**

7 For the upcoming review cycle, Sierra Aluminum Co. shall revise its  
8 performance evaluation forms for managers and supervisors in order to include as  
9 measures for performance compliance with Sierra Aluminum Co.'s Anti-  
10 Discrimination and Retaliation Policies and Procedures.

11 At least thirty (30) days prior to implementing the performance evaluation  
12 forms described above, Sierra Aluminum Co. will provide the EEOC and the  
13 Consultant with the proposed revisions in order to provide an opportunity for  
14 comment regarding the revisions. EEOC will provide comments, if any, within  
15 thirty (30) days of receipt of the proposed revisions.

16 **G. Complaint Procedure**

17 Within sixty (60) days of the Effective Date, Sierra Aluminum Co. shall  
18 ensure that it has publicized an internal complaint procedure to provide for the  
19 filing, investigation and, if appropriate, remedying of complaints of discrimination  
20 or retaliation. Sierra Aluminum Co. shall establish a toll-free number that shall be  
21 disseminated to all Sierra Aluminum Co. employees informing them that a  
22 complaint can be logged at any time. The (800) number shall be processed by the  
23 Consultant who will in turn monitor Sierra Aluminum Co.'s investigation, if  
24 necessary. All calls shall be tracked by the Consultant during the term of the  
25 Decree. Sierra Aluminum Co. shall also publicize the EEOC complaint line (800)  
26 number.

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Sierra Aluminum Co. shall:

1. publicize the complaint procedure;
2. track and collect all complaints filed thereunder;
3. investigate and resolve such complaints in a timely and effective manner; and
4. retain records regarding resolution of all such complaints.

The Consultant shall track all complaints filed thereunder and retain records regarding resolution of all such complaints. The Consultant shall also ensure that Sierra Aluminum Co. publicizes the complaint procedure and monitor Sierra Aluminum Co.'s investigation and resolution of such complaints.

H. The internal complaint procedure shall incorporate the following elements:

1. A policy describing how investigations will be conducted;
2. A prompt commencement and thorough investigation by a Sierra Aluminum Co. employee trained to conduct such investigations who is not connected with the complaint;
3. A statement that an investigation should include interviews of all relevant witnesses, including the complainant, and reviews of all relevant documents;
4. A written record of all investigatory steps, and any findings and conclusions, and any actions taken;
5. Provision for the reasonably prompt resolution of such complaints;
6. An opportunity for a the complainant to review and respond to tentative findings, except in those circumstances in which it is necessary to take immediate action;
7. Confidentiality of the complaint and investigation to the extent possible;

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1 8. Appropriate communication of the final conclusions of the  
2 investigation provided to the complainant;

3 9. An appeal procedure to an appropriate Sierra Aluminum Co.  
4 representative, should the complainant be dissatisfied with the results of the  
5 investigation; and

6 10. A notice that employees or applicants complaining of discrimination  
7 may use the company's internal complaint procedure and contact information for  
8 the EEOC or state or local Fair Employment Practice (FEP) agencies. The notice  
9 shall also state that filing an internal complaint does not relieve the complainant of  
10 meeting any applicable deadline for the filing of a charge or complaint with EEOC  
11 or state or local FEP agencies.

12 I. Sierra Aluminum Co. may encourage resolution of internal complaints at a  
13 local level prior to investigation, but not require such informal resolution. A  
14 complainant shall not be required to first report the complaint to a person who is  
15 accused of the inappropriate conduct to invoke the Internal Complaint Procedure.

16 J. The Internal Complaint Procedure will permit, but not require, an employee  
17 to initiate the complaint process by submitting a written complaint on a form  
18 designed for the purpose.

19 K. Sierra Aluminum Co. will maintain a policy of nondiscrimination and equal  
20 treatment, including a policy of zero tolerance for unlawful discrimination, in all of  
21 its employment practices.

22 L. The Internal Complaint Procedure is not intended to supplant the right of  
23 any employee to file a charge or complaint of discrimination or retaliation under  
24 any available municipal, state, or federal law.

25 M. Sierra Aluminum Co. shall publish with the Internal Complaint  
26 Procedure the following elements that will be included in the procedure:

SIERRA ALUMINUM CO.

1 1. A statement that it is unacceptable to retaliate against any employee  
2 for use of the Internal Complaint Procedure, for assisting in the investigation of a  
3 complaint, or for otherwise assisting in the utilization of the procedure.

4 2. A statement that if an allegation of discrimination or retaliation against  
5 a manager or other employee is substantiated, then such conduct will result in  
6 appropriate discipline, up to and including discharge.

7 **XI.**

8 **RECORD KEEPING AND REPORTING**

9 **A. Record Keeping**

10 Sierra Aluminum Co. shall establish a record-keeping procedure that  
11 provides for the centralized tracking of discrimination complaints and the  
12 monitoring of such complaints to prevent retaliation. The records to be  
13 maintained shall include:

14 1. All documents generated in connection with any complaint,  
15 investigation into, or resolution of every complaint of discrimination or  
16 retaliation for the duration of the Decree and the identities of the parties  
17 involved;

18 2. All forms acknowledging employees' receipt of Sierra  
19 Aluminum Co.'s revised discrimination and anti-retaliation policy;

20 3. All documents verifying the occurrence of all training sessions and  
21 names and positions of all attendees for each session as required under this  
22 Decree; and

23 4. Documents tracking and analyzing complaints filed against the same  
24 employee and location.

25 The foregoing documents shall be summarized in the semi-annual reports  
26 set forth below.

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**B. Reporting**

In addition to the notices to the EEOC specified above, Sierra Aluminum Co. shall provide, without assertion of the attorney-client privilege or attorney work product, the following reports to the EEOC in writing, by mail or facsimile:

1. Within ninety (90) days after the Effective Date, Sierra Aluminum Co. shall submit to the EEOC an initial report which contains:

(a) A copy of the revised discrimination and anti-retaliation policy;

(b) A summary of the procedures and record-keeping methods developed with the Consultant for centralized tracking of discrimination complaints and the monitoring of such complaints;

(c) A statement confirming that the required notices pertaining to this Decree and the revised discrimination and anti-retaliation policies have been posted; and

(d) A statement that Sierra Aluminum Co. has provided its employees with the revised discrimination and anti-retaliation policy.

2. Sierra Aluminum Co. shall also provide the following reports semiannually throughout the term of this Decree:

(a) A statement that Sierra Aluminum Co. has provided training sessions required under this Decree that took place during the previous six months;

(b) A description of all discrimination and/or retaliation complaints made since the submission of the immediately preceding report hereunder. This description shall include the names of the individuals alleging harassment or retaliation, the nature of the harassment or retaliation, the names of the alleged perpetrators of



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1 harassment or retaliation, the dates of the alleged harassment or  
2 retaliation, a brief summary of how each complaint was resolved, and  
3 the identity of the Sierra Aluminum Co. employee(s) who  
4 investigated or resolved each complaint. If no results have been  
5 reached as of the time of the report, the result shall be included in the  
6 next report;

7 (c) An analysis of the monitoring done for repeat complaints by  
8 employees and investigation of complaints; and

9 (d) Sierra Aluminum Co. shall provide a report to the EEOC detailing  
10 any changes of the procedures or record-keeping methods for  
11 centralized tracking of discrimination complaints and the monitoring  
12 of such complaints within thirty (30) days before implementing such  
13 changes.

14  
15 **XII.**

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

18 Sierra Aluminum Co. shall bear all costs associated with its administration  
19 and implementation of its obligations under this Consent Decree.

20  
21 **XIII.**

22 **COSTS AND ATTORNEYS' FEES**

23 Each party shall bear its own costs of suit and attorneys' fees.  
24  
25  
26

XIV.

MISCELLANEOUS PROVISIONS

50410

A. During the term of this Consent Decree, Sierra Aluminum Co. shall provide any potential successor-in-interest with a copy of this Consent Decree within a reasonable time of not less than thirty (30) days prior to the execution of any agreement for acquisition or assumption of control of any or all of Sierra Aluminum Co.'s facilities, or any other material change in corporate structure, and shall simultaneously inform the EEOC of same.

B. During the term of this Consent Decree, Sierra Aluminum Co. and its successors shall assure that each of its officers, managers and supervisors is aware of any term(s) of this Decree which may be related to his/her job duties.

C. Unless otherwise stated, all notices, reports and correspondence required under this Decree shall be delivered to the attention of the Regional Attorney, Anna Y. Park, U.S. Equal Employment Opportunity Commission, Los Angeles District Office, 255 E. Temple St., 4<sup>th</sup> Fl., Los Angeles, CA. 90012.

D. The parties agree to entry of this Decree and judgment subject to final approval by the Court.

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

Dated: August 14, 2007

By: Nat. Wumath for  
Anna Y. Park  
Attorneys for Plaintiff

SIERRA ALUMINUM CO.

Dated: August 14, 2007

By: Gerald Griffin  
Gerald A. Griffin


[PROPOSED ORDER]

**GOOD CAUSE APPEARING:**

The Court hereby retains jurisdiction and the provisions of the foregoing Consent Decree are hereby approved and compliance with all provisions thereof is **HEREBY ORDERED.**

**IT SO ORDERED.**

Dated: 8/17/07

  
The Honorable Philip S. Gutierrez  
United States District Court Judge

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# APPENDIX A

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NOTICE OF ENTRY OF CONSENT DECREE

TO: ALL EMPLOYEES OF SIERRA ALUMINUM CO.:

FILED

The U.S. Equal Employment Opportunity Commission ("EEOC") filed a lawsuit in the United States District Court for the Central District of California entitled EEOC v. Sierra Aluminum Co., Case Number CV 06-04158. The EEOC's lawsuit alleged that Sierra Aluminum Co., retaliated against an employee because the employee reported sexual harassment at Sierra Aluminum Co.'s operation in Fontana, California.

The parties resolved the matter by entering into a three (3) year Consent Decree. Under the Consent Decree, Sierra Aluminum Co., is to pay monetary relief in the amount of \$200,000.00 and also to implement injunctive relief. Some of the injunctive relief includes: (1) EEO training, (2) hiring an EEO Consultant, (3) reviewing EEO policies and procedures, and (4) reviewing EEO complaint procedures.

The EEOC enforces the federal laws against discrimination in employment on the basis of disability, race, color, religion, national origin, sex, and age. The EEOC charges no fees and has employees who speak languages other than English. If you believe you have been discriminated against, you may contact the EEOC at:


U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
255 East Temple Street, 4th Floor  
Los Angeles, CA 90012  
TELEPHONE NUMBER: (800) 669-4000

No action may be taken against any employee or by any management official of Sierra Aluminum Co. for: (1) opposing discriminatory practices made unlawful by federal law, (2) filing a charge or assisting or participating in the filing of a charge of discrimination, or (3) assisting or participating in an investigation brought under Title VII. Any such retaliatory action should be reported to the EEOC.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

This Notice must remain posted for 3 years from 8/17, 2007, and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to: EEOC Legal Unit, 255 East Temple Street, 4<sup>th</sup> Floor, Los Angeles, CA 90012.

It is so ORDERED this 17<sup>th</sup> day of August, 2007.

  
\_\_\_\_\_  
Honorable Phillip S. Gutierrez  
UNITED STATES DISTRICT JUDGE