

1 WILLIAM R. TAMAYO, Bar No. 084965  
2 JONATHAN T. PECK, Bar No. 12303 (VA)  
3 EVANGELINA HERNANDEZ, Bar No. 168879  
4 EQUAL EMPLOYMENT OPPORTUNITY  
5 COMMISSION  
6 San Francisco District Office  
7 350 The Embarcadero, Suite 500  
8 San Francisco, CA 94105  
9 Telephone: (415) 625-5646  
10 Facsimile: (415) 625-5657

11 Attorneys for Plaintiff  
12 EQUAL EMPLOYMENT OPPORTUNITY  
13 COMMISSION

14 ALAN B. CARLSON, Bar No. 055090  
15 LITTLER MENDELSON  
16 A Professional Corporation  
17 50 West San Fernando Street, 14th Floor  
18 San Jose, CA 95113.2303  
19 Telephone: 408.998.4150

20 Attorneys for Defendant  
21 SIGNATURE FLIGHT SUPPORT  
22 CORPORATION

23 UNITED STATES DISTRICT COURT  
24 NORTHERN DISTRICT OF CALIFORNIA

25 EQUAL EMPLOYMENT  
26 OPPORTUNITY COMMISSION,

Case No. C 05 1101 CW

**SETTLEMENT AGREEMENT**

Plaintiff,

v.

21 SIGNATURE FLIGHT SUPPORT  
22 CORPORATION,

Defendant.

24 **I. INTRODUCTION**

25 The parties to this Agreement are the United States Equal Employment Opportunity  
26 Commission ("EEOC") and Signature Flight Support Corporation ("Signature"). Title VII of the  
27 Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et. Seq.*, is referred to as Title VII.

1 This matter arises from a Charge of Discrimination filed by Donald Hamilton, Jr.  
2 with the EEOC (Charge No. 370-2003-09784).

3 The parties being aware of the risks, uncertainties and costs of continued litigation  
4 want to conclude fully and finally all claims arising out of *EEOC v. Signature Flight Support*  
5 *Corporation*, Case No. C-05-1101 CW, United States District Court for the Northern District of  
6 California, without the expenditure of further resources and expenses in contested litigation.

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

8 This Settlement Agreement is not an adjudication or finding on the merits of this case  
9 and shall not be construed as an admission in any manner of a violation of Title VII by Defendant.  
10 Signature has denied and continues to deny all allegations of wrongdoing in the charge of  
11 discrimination and the EEOC's lawsuit.

12 **III. GENERAL PROVISIONS**

13 1. This Settlement Agreement constitutes a full resolution of Plaintiff's complaint in  
14 Civil Action No. C005-1101 CW and the underlying charge of discrimination filed with the EEOC.

15 2. Each party shall bear its own costs and attorney's fees.

16 **IV. MONETARY RELIEF**

17 1. Signature will pay to Donald Hamilton the sum of \$275,000.00 in full settlement  
18 of the discrimination claims made in this lawsuit.

19 2. The settlement amount identified in Paragraph One is being paid in complete  
20 compromise of all disputed issues arising out of the Complaint filed in this lawsuit, Civil Action  
21 No. C-05-1101 CW, United States District Court for the Northern District of California.

22 3. The monetary relief herein shall be paid to Mr. Hamilton as provided for in a  
23 separate settlement agreement between Mr. Hamilton and Signature. Within twenty (20) days of  
24 entry into the aforementioned settlement agreement by Signature and Mr. Hamilton, Signature will  
25 confirm in writing, with a copy to Mr. Hamilton's private counsel Renne Sloan Holtzman Sakai, LLP,  
26 that the above monetary obligation to Mr. Hamilton has been met. Such confirmation shall be mailed to  
27 Jonathan T. Peck, Supervisory Trial Attorney for the EEOC, at 350 The Embarcadero, Suite 500,  
28 San Francisco, California 94105.

1           4. Payment of monetary relief herein to Mr. Hamilton shall be contingent on the  
2 execution of a comprehensive release, acceptable to Signature, of all Mr. Hamilton's claims,  
3 including his Title VII claims, in a separate action filed in the United States District Court for the  
4 Northern District of California, as case number C 05 00490 CW.

5 **V. NON-MONETARY RELIEF**

6           1. *Retaliation.* Consistent with Section 704 of Title VII, Signature, its officers,  
7 agents, management (including supervisory employees), and all those in active concert or  
8 participation with them, agree not to engage in, implement or permit any action, policy or practice  
9 with the purpose of retaliating against any current or former employee of Signature because he or  
10 she filed a charge of discrimination, testified or participated in any manner in any investigation  
11 undertaken by Signature, proceeding or hearing in connection with this case or identified as a  
12 possible witness in this case.

13           2. *Training.* Signature will develop and present to all of its supervisors and  
14 managers EEO training regarding, among other things, discriminatory harassment, hiring and  
15 promotion issues under Title VII. Said training shall also include discussion of the Company's  
16 policy and practice of conducting an investigation of employment discrimination complaints and the  
17 applicability of the non-retaliation provisions of Title VII. The training shall be conducted at  
18 Signature's site locations nationwide, and the training shall be conducted within twelve (12) months  
19 of this Agreement. Further, the training shall inform each participant of his or her responsibilities  
20 for knowing and complying with the contents of Signature's EEO policies and procedures.

21           3. The training shall be provided by experienced employment discrimination  
22 educators, by experienced consultants in EEO matters, or by Signature's in-house or outside  
23 attorneys or senior human resources professionals. Signature shall provide the EEOC with a  
24 syllabus of the training at least 15 days in advance of the first training session and identify the dates  
25 and locations of each scheduled session. An EEOC representative shall be permitted to attend any  
26 designated session upon reasonable notice to Signature's attorney.

27           4. Within 30 days of the completion of the last training session above, Signature  
28 shall send verification to the EEOC that all scheduled training occurred. The verification shall list

1 the date each training was conducted, the names and job titles of those who attended, and the name  
2 of the person(s) who conducted the training.

3 5. During the twelve (12) month time period following the effective date of this  
4 Agreement, at three (3) month intervals, Signature shall report to the EEOC any written complaints  
5 or charges of employment discrimination filed internally or to its knowledge, filed externally (filed  
6 with a local, state or federal agency) by Signature employees located at the following sites in  
7 California: San Francisco, Santa Barbara, Santa Ana, and Oxnard. Said reports shall identify the  
8 nature of the employment complaint or charge, the name of the employee and job title, and a  
9 summary of action taken in response to the matter and the resolution of the matter.

10 **VI. RETENTION OR JURISDICTION AND EXPIRATION OF SETTLEMENT**  
11 **AGREEMENT**

12 1. The effective date of this Settlement Agreement is the date of the last  
13 signature below. This Settlement Agreement shall terminate twelve (12) months from the effective  
14 date, unless the EEOC petitions this Court for an extension of the Agreement because of  
15 noncompliance. If the EEOC determines that Signature has not complied with the Settlement  
16 Agreement, the EEOC will provide written notification of the alleged breach to Signature and will  
17 not petition the court for enforcement sooner than 30 days after providing written notification. The  
18 30 day period following written notice shall be used by the parties for good faith efforts to resolve  
19 the issue. If the EEOC petitions the Court and the Court finds Signature in substantial violation of  
20 the terms of the Agreement, the Court may extend this Settlement Agreement.

21 2. The parties agree that United States District Court Judge Claudia Wilkin shall  
22 retain jurisdiction over this action for the purpose of enforcing the provisions of this Settlement  
23 Agreement pursuant to *Kokkonen v. Guardian Life Ins. Co. of Am.*, 511 U.S. 375, 381-82 (1994) and  
24 *Flanagan v. Arnaiz*, 143 F.3d 540, 543-44 (9<sup>th</sup> Cir. 1998), and that no party shall contest such  
25 retention of jurisdiction or jurisdiction, as discussed in the Stipulation and Order of Dismissal.  
26  
27  
28

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

ON BEHALF OF PLAINTIFF:

Dated: February 21, 2006

/s/ William R. Tamayo  
William R. Tamayo  
Regional Attorney

Dated: February 21, 2006

/s/ Jonathan T. Peck  
Jonathan T. Peck  
Supervisory Trial Attorney

Dated: February 21, 2006

/s/ Jonathan T. Peck for  
Evangeline Hernandez  
Senior Trial Attorney  
U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

ON BEHALF OF DEFENDANT:

Dated: February 22, 2006

/s/ Alan B. Carlson  
Alan B. Carlson  
LITTLER MENDELSON  
A Professional Corporation  
Attorneys for Defendants  
SIGNATURE FLIGHT SUPPORT  
CORPORATION