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7

8 UNITED STATES DISTRICT COURT  
9 NORTHERN DISTRICT OF CALIFORNIA

10  
11 **EQUAL EMPLOYMENT OPPORTUNITY** )  
**COMMISSION,** )

12 Plaintiff,

13 v.

14 **SUN PACIFIC SHIPPERS, INC., SUN** )  
**PACIFIC MARKETING COOPERATIVE,** )  
15 **INC., SUN PACIFIC FARMING** )  
**COOPERATIVE, INC., SUN PACIFIC** )  
16 **SHIPPERS, L.P., and SUN PACIFIC** )  
**ENTERPRISES, L.P.** )

17 Defendants.  
18

Civil Action No. C-04-2950 JCS

**CONSENT DECREE BETWEEN  
EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION AND  
AND SUN PACIFIC SHIPPERS, INC.,  
ET AL.**

19  
20 Plaintiff Equal Employment Opportunity Commission ("Commission") filed this  
21 action under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of  
22 1991 to correct alleged unlawful employment practices on the basis of discrimination  
23 based on sex, and to provide appropriate relief to Dora Diaz whom the Commission  
24 alleged was adversely affected by such practices. The Commission alleged that  
25 Defendants Sun Pacific Shippers, Inc., Sun Pacific Marketing Cooperative, Inc., Sun  
26 Pacific Farming Cooperative, Inc., Sun Pacific Shippers, L.P., and Sun Pacific  
27 Enterprises, L.P. ("Sun Pacific") subjected Ms. Diaz to unlawful harassment based on  
28 her sex, in violation of Title VII. Defendant has denied all of the above allegations and

1 claims. The Commission and Defendant Sun Pacific now seek to resolve this action as  
2 to each other and as between Sun Pacific and Dora Diaz ("Charging Party") without  
3 further contested litigation through the instant Consent Decree. This resolution does  
4 not constitute an admission of liability on the part of Sun Pacific, nor constitute a  
5 finding on the allegations stated in the Commission's Complaint.

6 The Court has reviewed this Consent Decree in light of the pleadings, the record  
7 herein, and the applicable law, and now approves this Consent Decree.

8 THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

9 **GENERAL PROVISIONS**

10 1. This Court has jurisdiction over the subject matter and the parties to this  
11 action. This Court retains jurisdiction over this Consent Decree during its term.

12 2. This Consent Decree constitutes a full and final resolution of the  
13 Commission's claims against Sun Pacific in this action.

14 3. This Consent Decree will become effective upon its entry by the Court.

15 4. This Consent Decree is final and binding upon the parties to it, their  
16 successors and assigns.

17 5. The Commission and Sun Pacific will each bear its own costs and  
18 attorneys fees in this action.

19 **GENERAL INJUNCTIVE RELIEF**

20 6. Sun Pacific and its current officers, agents, employees, and all persons in  
21 active concert or participation with them will comply with all requirements of Title VII  
22 with respect to providing a work environment free from discrimination, including  
23 harassment on the basis of sex.

24 7. Sun Pacific and its current officers, agents, employees, and all persons in  
25 active concert or participation with them agree not to retaliate against the Charging  
26 Party, or any other employee or former employee, for having testified or participated in  
27 any manner in the Commission's investigation and the proceedings in this case.

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1 **SPECIAL INJUNCTIVE RELIEF**

2 **Non-Discrimination Policies**

3 8. Within ninety (90) days of the entry of this Consent Decree, Sun Pacific  
4 will revise its employee handbook's sexual harassment provisions to describe and give  
5 examples of sexual harassment and explain why they are illegal. Sun Pacific will revise  
6 its discrimination complaint procedures to assure that they are fair and effective, with  
7 alternative routes for individuals to complain. Said revisions will be provided to  
8 counsel for the Commission.

9 9. The revised sexual harassment provisions referenced in paragraph 8  
10 above will be translated and printed in both English and Spanish, and a copy will be  
11 distributed to each employee of Sun Pacific.

12 10. Whenever it hires new employees, Sun Pacific will distribute the non-  
13 discrimination policies referenced in paragraph 8 above to each new employee.

14 **Training**

15 11. Sun Pacific will use an outside consultant, paid for by Sun Pacific, to train  
16 all employees concerning sexual harassment on the following timetable:

17 a. Sun Pacific will provide one (1) training to all supervisory and  
18 management employees before the end of calendar year 2005.

19 b. As part of its training of management, Sun Pacific will provide one  
20 (1) individualized training to Plant Manager Roger Hill before the end of  
21 calendar year 2005.

22 c. Sun Pacific will provide one (1) training to all non-  
23 supervisory/non-management employees before the end of calendar year 2006.

24 **Record Keeping and Reports**

25 12. Prior to the training of Plant Manager Hill referenced in paragraph 11(b)  
26 above, Sun Pacific will advise counsel for the Commission of the program that Mr. Hill  
27 will attend.

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1 13. Within thirty (30) days after completing the training described in  
2 paragraph 11, Sun Pacific will mail to counsel for the Commission a report containing  
3 the date(s) of training, list(s) of all attendees, and copies of all materials distributed at  
4 the training.

5 14. Once every six (6) months, to be measured beginning at the date of entry  
6 of this Consent Decree and continuing for the duration of this Consent Decree, Sun  
7 Pacific will notify the counsel for the Commission whether it has received any  
8 complaints of discrimination and/or harassment based on gender, what steps were  
9 taken in response to that information, and how the situation was resolved.

10 **MONETARY RELIEF**

11 15. Sun Pacific will pay the sum of \$45,000, to Dora Diaz as damages and in  
12 complete satisfaction of the Commission's claims against Sun Pacific as set forth in its  
13 Complaint. This sum will be paid by check directly to Ms. Diaz, and will be sent to her  
14 via certified mail, at the address to be provided to Sun Pacific by the Commission. A  
15 copy of said check and its transmittal letter will be sent to Commission counsel Cindy  
16 O'Hara at the San Francisco District Office. Said check will be transmitted by Sun  
17 Pacific no later than seven (7) business days after the entry of this Consent Decree,  
18 provided that Sun Pacific has received an executed release from Ms. Diaz.

19 **RESOLUTION AS TO OTHER DEFENDANTS**

20 16. Upon payment of the sums specified in paragraph 15 above, the  
21 Commission and Sun Pacific will enter into a stipulation that the remaining obligations  
22 of this Consent Decree will be the sole and exclusive obligations of Defendant Sun  
23 Pacific Shippers, L.P., and will stipulate to the dismissal of Defendants Sun Pacific  
24 Shippers, Inc., Sun Pacific Marketing Cooperative, Inc., Sun Pacific Farming  
25 Cooperative, Inc., and Sun Pacific Enterprises, L.P.

26 **EXPIRATION OF CONSENT DECREE**

27 17. This Consent Decree constitutes a full and final resolution of all the  
28 Commission's claims against Sun Pacific in this action. This Consent Decree will expire

1 at midnight December 31, 2006, provided that Sun Pacific has substantially complied  
2 with the terms of this Consent Decree. Sun Pacific will be deemed to have complied  
3 substantially if the Court has not made any findings or orders during the term of the  
4 Decree that Sun Pacific has failed to comply with any of the terms of this Decree.

5 **E-filing concurrence:** I, Cindy O’Hara, attorney for Plaintiff Commission, attest  
6 that I have obtained the concurrence of Ronald Barsamian, attorney for Defendants Sun  
7 Pacific Shippers, Inc., Sun Pacific Marketing Cooperative, Inc., Sun Pacific Farming  
8 Cooperative, Inc., Sun Pacific Shippers, L.P., and Sun Pacific Enterprises, L.P., for the  
9 lodging of this Consent Decree.

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On Behalf of Plaintiff Commission:

On Behalf of Defendants:

Dated: June 8, 2005

Dated: June 8, 2005

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

BARSAMIAN, SAQUI & MOODY

\_\_\_\_\_/S/\_\_\_\_\_  
WILLIAM R. TAMAYO  
Regional Attorney

\_\_\_\_\_/S/\_\_\_\_\_  
RONALD H. BARSAMIAN  
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Pacific Shippers, L.P., Sun Pacific  
Shippers, Inc., Sun Pacific Marketing  
Cooperative, Inc., Sun Pacific Farming  
Cooperative, Inc., and Sun Pacific  
Enterprises, L.P.

\_\_\_\_\_/S/\_\_\_\_\_  
JONATHAN PECK  
Supervisory Trial Attorney

\_\_\_\_\_/S/\_\_\_\_\_  
CINDY O’HARA  
Senior Trial Attorney

**ORDER**

It is so ordered.

Dated: June 9, 2005

/s/ Joseph C. Spero  
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JOSEPH C. SPERO  
United States District Court Magistrate Judge