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13
14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA (SAN FRANCISCO)
16

17 EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

CIVIL ACTION NO. C-05-3952-MMC

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Plaintiff,)

CONSENT DECREE

v.)

21 RICOH CORPORATION, a subsidiary of)
RICOH COMPANY, LTD., dab, RICOH)
22 BUSINESS SYSTEMS, INC., TAYLOR)
23 MADE DIGITAL SYSTEMS, INC.,)
24)
25)
26)
27)
28)

Defendant.)

I. INTRODUCTION

On September 29, 2005 Plaintiff, Equal Employment Opportunity Commission (“EEOC”), filed this action pursuant to Title VII of the Civil Rights Act of 1964 (“Title VII”) and Title I of the Civil Rights Act of 1991 against Defendant Taylor Made Digital Systems Inc. (“Defendant Taylor Made”). Plaintiff alleged that Defendant Taylor Made subjected Chene Gasper to unlawful race and sex discrimination because of her pregnancy. On or about March 1, 2005, Ricoh Corporation dba Ricoh Business Systems (“Defendant Ricoh”) purchased Taylor Made and acquired its liabilities as a successor corporation. On December 21, 2005, the EEOC filed an Amended Complaint adding Defendant Ricoh under a theory of successor liability.

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

II. NON-ADMISSION OF LIABILITY

This consent decree is not an adjudication or finding on the merits of this case and shall not be construed as an admission of a violation of Title VII by Defendants.

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

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

III. GENERAL PROVISIONS

1. This Court has jurisdiction over the subject matter and the parties to this action.
2. This Consent Decree constitutes a full resolution of Plaintiff’s complaint in Civil Action No. C-05-3952-MMC and the underlying charge of discrimination filed with the EEOC.
3. This Consent Decree shall become effective upon its entry by the Court.
4. Each party shall bear its own costs and attorney fees.

IV. MONETARY RELIEF

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2 1. Defendant Ricoh will pay to Chene Gasper the gross sum total of \$30,600.00
3 in full settlement of the discrimination claims made in this lawsuit.

4 2. The settlement amount identified in paragraph one is being paid in complete
5 compromise of all disputed issues arising out of the Complaint filed in this lawsuit, Civil Action
6 No. C-05-3952-MMC, U.S. District Court for the Northern District of California.

7 3. The monetary relief shall be paid as follows:

8 a. Within ten days of the entry of this Consent Decree, Defendant Ricoh will
9 issue a check in the amount of \$30,600.00 to Chene Gasper. Defendant
10 Ricoh shall make payment in the form of a business check, cashier's
11 check, or certified check made payable to Chene Gasper, respectively.
12 Ricoh will also send Ms. Gasper a Form 1099 with this payment.

13 4. Defendant Ricoh will mail the check to Chene Gasper respectively and will send a
14 copy of the check to Sanya Hill Maxion, Senior Trial Attorney, for the EEOC within ten (10)
15 days of mailing the check.

V. NON-MONETARY RELIEF

17 1. *Race and Sex (Pregnancy) Discrimination:* Defendant Taylor Made and its
18 successors and assigns (including Defendant Ricoh) will comply with all requirements of Title
19 VII with respect to providing a work environment free from discrimination on the basis of race
20 and sex and pregnancy.

21 2. *Retaliation:* Defendant Taylor Made and its successors and assigns (including
22 Defendant Ricoh) agree not to engage in, implement or permit any action, policy or practice
23 with the purpose of retaliating against any current or former employee of Defendants because he
24 or she opposed any practice of race discrimination or sex (pregnancy) discrimination made
25 unlawful under Title VII; filed a charge of discrimination alleging any such practice; testified or
26 participated in any manner in any investigation (including, without limitation, any internal
27

1 investigation undertaken by Defendants), proceeding or hearing in connection with this case
2 and/or relating to any claim of sex discrimination or pregnancy discrimination or identified as a
3 possible witness in this action.

4 3. *Race and Sex (Pregnancy) Discrimination Policy*: Ricoh has had and will
5 continue to have posted on its company intranet website its anti-discrimination
6 policy which includes but is not limited to race and sex (pregnancy)
7 discrimination. All Ricoh employees have access to this website and the
8 information on it, including Ricoh's Code of Ethics and its policies against
9 harassment and discrimination in the workplace. Within ninety (90) days of this
10 decree, Defendant Ricoh agrees to provide EEOC, c/o Sanya Hill Maxion, a copy
11 of posted policies and will provide EEOC with a letter affirming that Ricoh will
12 continue to keep these policies on-line and updated.

13 4. Regarding any inquiries from prospective employers to Defendant Ricoh, as is its
14 corporate policy, all inquires will be directed to Mary Ann Hanna, the Executive
15 Assistant to the Vice President for Human Resources, Corporate Human
16 Resources, Ricoh Corporation, Five Dedrick Place, West Caldwell, NJ 07006,
17 telephone number: (973) 882-2213. Ricoh will inform any prospective employer
18 of the dates that Ms. Gasper worked for Taylor Made Digital Systems and the
19 positions she held. Ricoh will make no reference to the underlying charge in this
20 action or this lawsuit growing out of said charge.

21
22 **VI. RETENTION OR JURISDICTION AND**
23 **EXPIRATION OF CONSENT DECREE**

24 1. This Consent Decree shall terminate within one (1) year from the date of entry
25 by the Court.

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1 This Court shall retain jurisdiction over this action for the purposes of enforcing
2 the provisions of this Consent Decree.

3 On behalf of Plaintiff:

4 10/17/06 /s/
5 DATE: _____
6 WILLIAM R. TAMAYO
Regional Attorney

7 10/17/06 /s/
8 DATE: _____
9 JONATHAN T. PECK
Supervisory Trial Attorney

10 10/13/06 /s/
11 DATE: _____
12 SANYA HILL MAXION
Senior Trial Attorney
13 U.S. EQUAL EMPLOYMENT OPPORTUNITY
14 COMMISSION

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16 On behalf of the DEFENDANT:

17
18 DATE: 10/11/06 /s/
19 RICHARD T. BOWLES
MARY P. SULLIVAN
20 BOWLES & VERNA LLP

21 IT IS SO ORDERED.

22
23 DATE: October 18, 2006
24 
HONORABLE MAXINE M. CHESNEY