

1 Anna Y. Park, SBN 164242
2 Gregory L. McClinton, SBN 153553
3 Elizabeth Esparza-Cervantes, SBN 205412

4 **EQUAL EMPLOYMENT**
5 **OPPORTUNITY COMMISSION**
6 255 E. Temple Street, 4th Floor
7 Los Angeles, CA 90012
8 Telephone: (213) 894-1091
9 Facsimile: (213) 894-1301
10 Attorneys for Plaintiff
11 **EQUAL EMPLOYMENT**
12 **OPPORTUNITY COMMISSION**

13 *(additional counsel on next page)*

FILED
CLERK, U.S. DISTRICT COURT
8-21-02
AUG 21 2002
CENTRAL DISTRICT OF CALIFORNIA
DEPUTY
BY *[Signature]*

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11 *mm*
12 **UNITED STATES DISTRICT COURT**
CENTRAL DISTRICT

13 Equal Employment Opportunity
14 Commission,

15 Plaintiff,

16 v.

17 Technicolor, Inc., et. al,

18 Defendants.

19 Maria Richardson, Martha Monreal,
20 Silvia Hernandez and Rosa Cruz,

21 Plaintiffs-in-

22 Intervention,

23 v.

24 Technicolor, Inc., et. al,

25 Defendants.

26 *FPL*
CASE NO. CV 01-06791-~~GAF~~(RZX)

Assigned to the Hon. John F. Walter

[PROPOSED] CONSENT DECREE

27 ENTERED ON ICMS
AUG 22 2002
CV *[Signature]*

28 *70*

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(additional counsel)

Debora S. Vierra, SBN 182560
LAW OFFICES OF DEBORA S. VIERRA
594 Poli Street
Ventura, CA 93001
Telephone: (805) 648-2633
Fax: (805) 648-1299

-and-

John R. Johnson, SBN 50838
HEILY & BLASE, PLC.
590 Poli Street
Ventura, CA 93001-2633
Telephone: (805) 667-4970
Fax: (805) 667-4977
Attorneys for Intervenors
MARIA RICHARDSON, MARTHA MONREAL,
SILVIA HERNANDEZ and ROSA CRUZ

LATHAM & WATKINS
Joel E. Krischer (Bar No. 066489)
Sheryl Skibbe (Bar No. 199441)
Cory S. Hartsfield (Bar No. 217692)
633 West Fifth Street, Suite 4000
Los Angeles, California 90071-2007
Telephone: (213) 485-1234
Facsimile: (213) 891-8763
Attorneys for Defendant
Technicolor Videocassette, Inc. and
Technicolor, Inc.

I.

INTRODUCTION

A. Complaints, Amended Complaints and Answers

On August 7, 2001, Plaintiff U.S. Equal Employment Opportunity Commission ("EEOC" or "Commission") instituted this lawsuit, entitled *United States Equal Employment Opportunity Commission v. Technicolor Inc., d/b/a Video Services*, Case Number CV S-01-06791-GAF-RZx. The Commission alleged that the Defendant had violated Title VII of the Civil Rights Act of 1964, as amended, and Title I of the Civil Rights Act of 1991, by committing unlawful employment practices of sexual harassment, sex-based harassment and retaliation. The Commission sought damages and injunctive relief on behalf of four identified individuals (the "Intervenors" identified below) and other unidentified "similarly situated" individuals. On September 5, 2001, Technicolor Videocassette, Inc. ("TVI") answered that complaint, alleging it had been incorrectly sued as Technicolor, Inc. The answer denied all material allegations and asserted various affirmative defenses.

On August 31, 2001, Intervenors Rosa Cruz, Silvia Hernandez, Martha Monreal and Maria Richardson ("Intervenors"), with the approval of the Court, filed their Complaint-In-Intervention essentially making the same allegations on behalf of themselves under federal law and under parallel provisions of the California Fair Employment and Housing Act, Calif. Gov't Code §§ 12940 et seq. ("FEHA"). TVI also answered this complaint, alleging it had been incorrectly sued as Technicolor, Inc., denying the allegations and asserting various affirmative defenses.

On March 26, 2002 and April 25, 2002, respectively, the Commission and Intervenors amended their complaints to add TVI as a named party. TVI and its sister corporation, Technicolor, Inc., each filed answers denying the substantive allegations and asserting various affirmative defenses. (The Commission's

1 Amended Complaint and the Intervenors' Amended Complaint are sometimes
2 hereinafter collectively referred to as the "Complaint.")

3 On June 7, 2002, the matter was transferred from the calendar of
4 Judge Gary A. Fees to the calendar of Judge John F. Walter. On June 18, 2002, the
5 EEOC filed a Notice of Settlement. On August 13, 2002, the parties filed a
6 stipulation to dismiss only the entity Technicolor, Inc. with prejudice, which
7 dismissal was entered on August __, 2002. Pursuant to a private Settlement
8 Agreement and Release (the "Settlement Agreement") between the Intervenors and
9 TVI, the Intervenors and TVI filed a stipulation to dismiss TVI with prejudice on
10 August 13, 2002, which dismissal was entered on August __, 2002. This leaves
11 the Commission's Complaint against TVI as the only matter to be resolved by this
12 Consent Decree.

13 B. Identified Claimants

14 In the course of this litigation, the Commission has identified fourteen
15 (14) other individuals who claim to have been victims of sexual harassment, sex-
16 based harassment and/or retaliation that it contends are properly considered as
17 "similarly situated" to the Intervenors. These fourteen (14) individuals are
18 hereinafter collectively referred to as the "Identified Claimants." The Commission
19 will privately reveal to TVI the specific allegations that the Identified claimants
20 have made so that TVI may investigate those allegations to the extent necessary
21 and so that TVI may take any and all appropriate action consistent with its
22 obligations under Section IX of this Consent Decree. The Commission will submit
23 the names of the Identified Claimants to the Claims Administrator for processing,
24 as set forth in Section X below.

25 II.

26 JURISDICTION

27 The Court has jurisdiction over the parties and the subject matter of
28 this lawsuit, pursuant to 28 U.S.C. Section 451, 1331, 1337, 1343, 1367 and 42

1 U.S.C. Section 2000e-5(f). The Court shall retain jurisdiction of this action during
2 the duration of the Decree for the purposes of entering all orders, judgments and
3 decrees which may be necessary to implement the relief provided herein or to
4 otherwise effectuate the purposes of the Decree.

5 **III.**

6 **PURPOSES OF THIS DECREE**

7 Although TVI admits no liability or wrongdoing, in the interest of
8 resolving this matter and as a result of having engaged in comprehensive
9 settlement negotiations and mediation, the Commission, the Intervenors and TVI
10 (hereinafter referred to as "the Parties") have agreed that this action should be
11 finally resolved by the Settlement Agreement between the Intervenors and TVI and
12 by the entry of this Consent Decree ("Decree") for the following purposes:

13 A. For the Commission and TVI to work in conjunction for the
14 purpose of providing an appropriate and effective mechanism for handling
15 harassment complaints in the workplace, including the creation of a centralized
16 tracking system for monitoring complaints of discrimination, harassment and
17 retaliation;

18 B. To ensure that TVI's employment practices comply with or
19 remain in compliance with federal law;

20 C. To ensure training for TVI's managers and employees with
21 respect to their obligations under Title VII;

22 D. To provide appropriate monetary relief to the Intervenors and
23 the Identified Claimants in exchange for appropriate releases; and

24 E. To provide appropriate injunctive relief for the duration of this
25 Decree.

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**IV.
FINDINGS**

Having examined the terms and provisions of this Decree and based on the pleadings, record and stipulation of the parties, the Court finds the following:

A. The Court has jurisdiction over the parties and the subject matter of this action. The Complaint asserts claims that, if proven, would authorize the Court to grant the relief set forth in this Decree;

B. The terms and provisions of this Decree are adequate, fair, reasonable, equitable and just. The rights of the Commission, Intervenors, Identified Claimants and TVI are protected adequately by this Decree; and

C. This Decree conforms to the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights and privileges of any person. The entry of this Decree will further the objectives of Title VII and will be in the best interest of the parties.

**V.
RESOLUTION OF CLAIMS**

The Parties agree that, together with the Settlement Agreement, this Decree resolves all of the following claims:

A. All claims alleged in EEOC Charge Nos. 340991058, -59, -60 and 340991157, and the companion state law charges filed by the Intervenors, as well as any claims that could have been alleged in such charges by or on behalf of the Intervenors;

B. All claims alleged in the Complaint, as well as any claims that could have been alleged in the Complaint; and

C. All claims of sexual harassment, sex-based harassment and/or retaliation under Title VII and/or under FEHA of the Identified Claimants as of June 14, 2002 (the "Cut-off Date"). This Decree does not impact any charges or

1 claims by individuals or the EEOC arising after the Cut-off Date. The monetary
2 relief sought in this action is limited to the Identified Claimants and Intervenors
3 and in no way limits any potential recovery of any unidentified claimants that may
4 come forward after the entry of the Decree for acts occurring on or before the Cut-
5 off Date.

6 If the Commission receives any future charges of sexual harassment,
7 sex-based harassment and/or retaliation with respect to conduct of TVI occurring
8 on or before the Cut-off Date, it will conduct an appropriate investigation of such
9 charge and issue the charging party an appropriate "right to sue letter" in
10 accordance with the Commission's normal practices.

11 **VI.**

12 **DURATION AND EFFECTIVE DATE OF DECREE**

13 The duration of this Decree shall be from the date the Decree is
14 entered (the "Effective Date") through December 31, 2004, provided that TVI has
15 substantially complied with the terms of this Decree. The duration may be
16 extended until July 31, 2005 if the Consultant (defined below) notifies TVI and the
17 Commission on or before December 10, 2004 that the Consultant believes
18 additional time is necessary to implement the provisions of this Decree. The
19 Consultant's determination to extend or not to extend the duration shall be final
20 and binding on both TVI and the EEOC. TVI shall be deemed to have
21 substantially complied if the Court has not made any findings or orders during the
22 term of the Decree that TVI has failed to comply with any terms of this Decree. In
23 the event that TVI has not substantially complied, the duration of this Decree may
24 be extended by Court order to effectuate its purposes.

25 **VII.**

26 **DECREE ENFORCEMENT**

27 If the Commission has reason to believe that the Decree has been
28 breached, the Commission may bring an action before this Court to enforce the

1 If one or more provisions of the Decree is or are rendered unlawful or
2 unenforceable, the Parties shall make good faith efforts to agree upon appropriate
3 amendments to this Decree in order to effectuate the purposes of the Decree. If the
4 Parties are unable to reach agreement, the Court shall order appropriate alternative
5 provisions in order to effectuate the purposes of the Decree. Should one or more
6 provisions of this Decree be deemed unlawful, all other lawful and enforceable
7 provisions will remain in full force and effect.

8 IX.

9 INJUNCTIVE RELIEF

10 A. Non-Discrimination

11 1. Sexual and Sex-Based Harassment

12 TVI, its officers, agents, management (including all supervisory
13 employees), successors, assigns, and all those in active concert or participation
14 with them, or any of them, hereby agree not to: (a) discriminate against persons on
15 the basis of sex in the terms and conditions of employment; (b) engage in or be a
16 party to any action, policy or practice that is intended or is known to them to have
17 the effect of harassing or intimidating any female employee on the basis of her
18 gender; and (c) create, facilitate or permit the existence of a work environment that
19 is hostile to female employees.

20 2. Retaliation

21 TVI, its officers, agents, management (including all supervisory
22 employees), successors, assigns, and all those in active concert or participation
23 with them, or any of them, hereby agree not to engage in, implement or permit any
24 action, policy or practice with the purpose of retaliating against any current or
25 former employee or applicant of TVI, because he or she has in the past, or during
26 the term of this Decree: (a) opposed any practice made unlawful under Title VII;
27 (b) filed a charge of discrimination alleging such practice; (c) testified or
28 participated in any investigation (including without limitation, any internal

1 investigation undertaken by TVI), proceeding in connection with this case and/or
2 relating to any claim of a Title VII violation; (d) been identified as a possible
3 witness in this action; (e) asserted any rights under this Decree; or (f) sought and/or
4 received any relief in accordance with this Decree.

5 B. New Sexual Harassment Policy and Complaint Procedure

6 TVI has adopted and the Commission has approved the Sexual
7 Harassment Policy attached hereto as Appendix A and cover memorandum
8 included in that appendix. This policy shall be implemented, made effective and
9 published and distributed to employees, with the cover memorandum (in both
10 English and Spanish) within thirty (30) days after the Effective Date. Each
11 employee shall sign an acknowledgment that he or she has received and read the
12 policy. The same acknowledgment shall be required of each newly hired employee
13 at the start of his or her employment.

14 C. Equal Employment Opportunity Consultant

15 1. Selection

16 Within sixty (60) days of the Effective Date of this Decree, TVI shall
17 retain an Equal Employment Opportunity Consultant ("Consultant") with
18 demonstrated experience in the area of employment discrimination, sexual
19 harassment and retaliation issues, to implement and monitor TVI's compliance
20 with Title VII and the provisions of this Decree. The Commission shall approve
21 the Consultant, which approval shall not be unreasonably withheld. If the
22 Commission does not approve TVI's proposed Consultant, the Commission shall
23 provide TVI with a list of at least three (3) suggested candidates acceptable to the
24 Commission. TVI shall bear all costs associated with the selection and retention of
25 the Consultant and the performance of his/her/its duties.

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2. Consultant responsibilities.

The Consultant's responsibilities shall include:

(a) Assisting TVI in implementing, applying and/or modifying its new sexual harassment policy and reporting procedure to more effectively carry out TVI's obligations under this Decree;

(b) Assisting TVI in training managerial and personnel employees on their responsibilities under Title VII, including but not limited to the responsibilities to provide a workplace free of sexual and sex-based harassment and retaliation;

(c) Assisting TVI in training all employees about its policies and procedures relating to sexual harassment, sex-based harassment and retaliation, including the videotaping of training sessions for rebroadcast;

(d) Assisting TVI in monitoring and assuring the adequate investigation of all complaints of sexual harassment, sex-based harassment and/or retaliation;

(e) Assisting TVI in creating appropriate and consistent disciplinary policies to hold employees, leads and managers accountable for failing to take appropriate action or for engaging in conduct covered under the Decree;

(f) Assisting TVI in ensuring that all reports required by this Decree are accurately compiled and timely submitted;

(g) Assisting TVI in the creation of a centralized system of tracking discrimination, harassment and retaliation complaints; and

(h) Further ensuring compliance with the terms of this Decree.

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1 D. Posting

2 Within thirty (30) days after the Effective Date, the "Notice of
3 Settlement and Consent Decree" attached hereto as Appendix C shall be posted in
4 English and in Spanish in at least five (5) clearly visible locations frequented by
5 employees at each building in TVI's Camarillo, California facility, and shall
6 remain so posted during the duration of this Decree.

7 E. Training

8 With the assistance of the Consultant, TVI shall provide and require
9 all current and new personnel to attend sexual harassment training once every year
10 for the term of this Decree, starting within a reasonable period mutually agreed
11 upon by the Parties, but no later than ninety (90) days after the Effective Date. The
12 EEOC shall have the right to attend or participate in any or all such training, at its
13 sole discretion.

14 At a minimum, the non-discrimination training programs shall include
15 the following:

- 16 1. Instruction on the requirements of all applicable equal
17 employment opportunity ("EEO") laws including, but not limited to its
18 prohibition against sexual and sex-based harassment and retaliation;
- 19 2. A review of TVI's non-discrimination, non-retaliation
20 policies and of the specific requirements of this Decree;
- 21 3. Training of management, human resources personnel in
22 dealing with sexual harassment and discrimination complaints, including but
23 not limited to advising management and supervisory personnel of their duty
24 to actively monitor their work areas to ensure employee compliance with
25 TVI's sexual harassment policy and to report any incidents and/or
26 complaints of sexual harassment, sex-based harassment and/or retaliation of
27 which they become aware. Training of management and human resources
28

1 personnel on sexual harassment-and retaliation-related duties shall be
2 conducted separately from training of non-managerial employees;

3 4. The trainings shall be conducted in both Spanish and
4 English; and

5 5. TVI and the Consultant shall evaluate whether training
6 sessions should be videotaped for later use in addition to, or in lieu of,
7 subsequent training sessions.

8 F. Record-Keeping and Reporting Requirements

9 1. Record-Keeping

10 TVI shall work with the Consultant to establish a record-keeping
11 procedure that provides for the centralized tracking of sexual harassment and sex-
12 based harassment complaints and the monitoring of such complaints to prevent
13 retaliation. The records to be maintained shall include

14 (a) All documents generated in connection with any
15 complaint, investigation into, or resolution of sexual harassment, sex-
16 based harassment or retaliation for the duration of the Decree;

17 (b) All forms acknowledging employees' receipt of
18 TVI's revised or modified sexual and sex-based harassment and
19 retaliation policies; and

20 (c) A list of all attendees to trainings required under
21 this Decree.

22 Upon written request from the Commission, TVI shall make such records available
23 to the Commission as expeditiously as possible, but no later than thirty (30) days
24 following receipt of such request.

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2. Reporting

(a) Initial Report. Within sixty (60) days of the Effective Date of this Decree, TVI shall submit to the Commission an initial report which contains:

- (1) Confirmation of retention of the Consultant;
- (2) A statement confirming that the required Notice of Terms of the Decree has been posted;
- (3) Any revisions to the sexual harassment policy attached hereto as Appendix A; and
- (4) Copies of all employee acknowledgment forms indicating receipt of the revised sexual, sex-based harassment and retaliation policy.

(b) Periodic Reports. TVI shall also provide the following periodic reports:

- (1) Ten (10) days prior to any training required under this Decree, TVI will mail by regular mail to the Commission:
 - [a] Proposed sexual harassment and non-retaliation training materials;
 - [b] The identity of the person(s) and/or organization(s) conducting the training programs; and
 - [c] The dates, times and locations of each of the training sessions. The Commission will be informed of all training sessions at least ten (10) days before the scheduled events. The Commission, at its discretion, will attend the training.

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(2) On each December 31 and June 30 during the duration of this Decree, TVI will provide the EEOC a report containing the following information:

[a] The attendance lists of all attendees for all trainings required under this Decree that took place within the six (6) months prior to the report;

[b] Acknowledgment of receipt of the harassment/retaliation policies for all employees hired within the preceding six (6) months period; and

[c] Reports on a semi-annual basis of all sexual harassment, sex-based harassment and/or retaliation complaints made since the submission of the immediately preceding report hereunder. This report shall include the name of the individual alleging to be harassed, the name(s) of the alleged harasser(s), the date(s) of the alleged harassment, the resolution of the complaint, and the identity of the person who resolved or investigated the complaint. If no results have been reached at the time of the report, the result shall be included in the next report.

(c) Notice of Changes. TVI shall report to the EEOC any changes of the procedure and/or record-keeping for centralized tracking of sexual harassment and sex-based harassment complaints and the monitoring of such complaints thirty (30) days before implementing such changes.

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X.

MONETARY RELIEF

A. Amount

TVI has agreed to pay a total of Eight Hundred Seventy-Five Thousand Dollars (\$875,000) in settlement of all monetary claims of the EEOC, the Intervenors and their counsel, and the Identified Claimants pursuant to this Decree and the Settlement Agreement.

B. Claims Administrator

With the approval of the Intervenors and the Commission, TVI has retained Gilardi & Co. to act as Claims Administrator to make all payments required hereunder. TVI shall be responsible for all of the Claims Administrator's costs and expenses.

C. Payments to be Made by TVI to the Claims Administrator

Under the Settlement Agreement, certain of the Intervenors have received certain amounts of pay while on a paid leave. Within five (5) business days after the Effective Date, TVI shall wire transfer to the Claims Administrator all other payments required by the Settlement Agreement and by this Decree.

D. Payments Made by Claims Administrator

1. Payments to the Intervenors and their Counsel

All funds due to Intervenors and their Counsel under the Settlement Agreement shall be made in accordance with that agreement within ten (10) business days of the Effective Date.

2. Payments to Identified Claimants

The Commission, in its sole discretion, shall determine the amount to be paid to each Identified Claimant. Upon execution of a release in the form attached hereto as Appendix B, the Commission shall instruct the Claims Administrator to make each payment so determined. Each such payment shall be mailed directly to each Identified Claimant to an address supplied by the

1 Commission. Each Identified Claimant shall have ninety (90) days from the
2 Effective Date of this Consent Decree to execute her release. If any Identified
3 Claimant refuses to execute the required release within that time period, the
4 amount allocated for that Individual Claimant shall be distributed to the California
5 Women's Law Center. In efforts to protect the privacy of the Individual
6 Claimants, their names will not be made public. The individual names and
7 respective monetary relief will be provided to the Court under seal if the Court
8 deems it necessary to obtain the identity of each Identified Claimant.

9 3. Report of Payments Made

10 The Claims Administrator shall confirm to the Commission each
11 payment made to an Identified Claimant and provide the Commission with a copy
12 of the check issued to each Identified Claimant. The Claims Administrator shall
13 report to TVI the total amount paid to all Identified Claimants but shall not report
14 to TVI the amount paid to any Individual Claimant. The Claims Administrator
15 shall report each payment made hereunder on an Internal Revenue Service Form
16 1099 and shall distribute such reports to the payees as required by law. All reports
17 to the Commission and all related correspondence shall be sent to:

18 Anna Park, Regional Attorney
19 United States Equal Employment Opportunity Commission
20 255 East Temple Street, 4th Floor, Los Angeles, CA 90012.

21 All reports and related correspondence to TVI shall be sent to:

22 Joel E. Krischer
23 Latham & Watkins
24 633 West Fifth Street
25 Los Angeles, CA 90071

IT IS SO ORDERED.

DATED AUG 21 2002

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UNITED STATES DISTRICT JUDGE

1 It is so ORDERED this _____ Day of _____, 2002.

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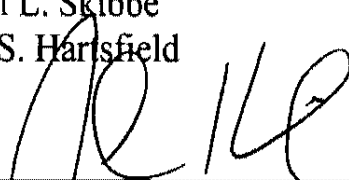
John F. Walter
United States District Judge

The undersigned respectfully apply for and consent to the entry of this
Consent Decree Order.

Dated: 8/8/02

LATHAM & WATKINS

Joel E. Krischer
Sheryl L. Skibbe
Cory S. Hartsfield

By: 
Joel E. Krischer

Attorneys for Defendants Technicolor
Videocassette, Inc. and Technicolor, Inc.

Dated: 8/12/02

UNITED STATES EEOC

Anna Park
Gregory McClinton
Elizabeth Esparza-Cervantes

By: 
Anna Park

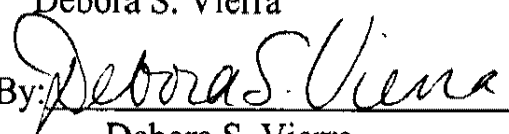
Regional Attorney for Plaintiff United States
Equal Employment Opportunity
Commission

Approved As To Form And Content:

Dated: 8/9/02

LAW OFFICES OF DEBORA S. VIERRA

Debora S. Vierra

By: 
Debora S. Vierra

Attorneys for Intervenor Rosa Cruz, Silvia
Hernandez, Martha Monreal and Maria
Richardson

MEMORANDUM

TO: All TVI Employees
FROM: B. Quentin Lilly, President
DATE: August __, 2002
RE: Revised Policy Prohibiting Harassment in the Workplace

As part of our ongoing review of internal policies, we have revised our policy prohibiting harassment and retaliation in the workplace. A copy of the revised policy is attached to this memorandum.

We are dedicated to maintaining and promoting a pleasant and productive working environment where all employees treat each other with respect. We take complaints of harassment seriously, and we ask the help of all of our employees to make sure that harassment does not occur in our workplace. It is up to each of us to monitor our own conduct. We encourage any employee who has a complaint to report his or her concerns immediately to management, and we expect our managers promptly to take whatever steps are necessary to prevent harassment. **We will aggressively investigate all complaints and we will deal promptly and severely with any employee who violates our policy. We also will make sure that no one is retaliated against for complaining about harassing conduct.**

As our policy expressly states, **no employee** of TVI has to put up with harassment as a term or condition of employment. If you have any questions about this policy or concerns about harassment we urge you to report them immediately to your supervisor or to your Human Resources representative.

Sincerely,

B. Quentin Lilly, President

HARASSMENT IN THE WORKPLACE IS PROHIBITED

Consistent with federal and state laws, TVI's policy prohibits any harassment on the basis of sex, race, color, religion, ethnicity, ancestry, national origin, age, marital status, sexual orientation, medical condition, or disability. It is a violation of our policy for any employee, manager, supervisor, or third party, such as a customer, vendor or contractor, to harass anyone working at TVI. **NO EMPLOYEE has to put up with harassment as a term or condition of employment with TVI.**

Defining Harassment. It is not easy to define, so it important to monitor your own conduct. In general, harassment includes vulgar language, epithets, slurs, negative stereotyping, jokes, and threatening, intimidating or hostile acts about sex, race, color, religion, ethnicity, national origin, age or disability. It can also be pictures or other written or graphic material placed on walls, bulletin boards, or circulated in the workplace that denigrates or shows hostility towards an individual or group because of sex, race, color, religion, national origin, age or disability.

Special Concerns About Sexual Harassment. The special and sometimes more difficult concerns involved in sexual harassment justify a more detailed explanation.

- Harassment because of sex includes sexual harassment, gender harassment, and harassment based on pregnancy, childbirth, or related medical conditions.
- It includes offering employment benefits in exchange for sexual favors.
- It also includes unwelcome sexual advances, and uninvited touching of a sexual nature.
- It also includes other verbal or physical conduct of a sexual nature such as obscene or sexual gestures; graffiti, displaying sexually graphic magazines, calendars or posters; sexually explicit e-mails or voice mails and sex-related comments.
- Depending on the circumstances, it may also include sexual joking, vulgar or offensive conversation or jokes, offensive comments about another's physical appearance, conversation about an individual's own or someone else's sex life, or teasing or other conduct directed toward a person because of his or her sex that creates an unprofessional working environment. Also depending on the circumstances, it may include conduct by non-employees.

All of this type of conduct is prohibited.

How to report concerns about harassment. If you feel that you have been subjected to conduct that violates this policy, you should **immediately** report the matter either to your supervisor or to your Human Resources representative. If the matter involves your immediate supervisor, you should report it immediately to Human Resources. **It is very important that you report your concerns to SOMEONE in management.**

Investigation and Discipline. Every report of harassment will be fully investigated. The investigation will be handled as confidentially as possible. Employees guilty of harassment will be subject to disciplinary action, up to and including discharge for a single offense.

APPENDIX A

No Retaliation. TVI will not permit any form of retaliation against individuals who report potentially harassing conduct or who cooperate in the investigation of such reports. Any employee who is guilty of retaliation will also be subject to disciplinary action, up to and including discharge for a single offense.

Management's Responsibility. TVI's supervisors and managers are responsible for the administration of this policy. Should any manager or supervisor learn of a violation of this policy, he or she is expected to take whatever steps are necessary to prevent further harm to the affected individual and to immediately report the conduct to his/her Human Resources representative for a full and prompt investigation. Failure to report such conduct will be considered a violation of the policy and will subject the manager or supervisor to disciplinary action, up to and including discharge.

Contact Information. We encourage you to raise any concerns or complaints internally. However, you may also contact either or both of the agencies below if you feel there has been an unresolved violation of this policy.

Equal Employment Opportunity**Commission**

255 E. Temple Street
4th Floor
Los Angeles, CA 90012
Phone: (800) 669-4000
TTY: 213-894-1121

Department of Fair Employment and**Housing**

Ventura District Office
1732 Palma Drive, Suite 200
Ventura, CA 93003-5796
Phone: (805) 654-4514
TTY: (800) 700-2320

RECEIPT OF ANTI-HARASSMENT POLICIES

I acknowledge that I have received a copy of TVI anti-harassment policy. I understand that an employee who engages in conduct prohibited by this policy will be subject to disciplinary action, up to and including termination. I understand that it is my responsibility to avoid conduct of a sexual or other nature that may be offensive to my co-workers and that may violate the Company's anti-harassment policy. I will report any conduct that I believe to be harassing to my human resources manager or to other individuals as provided in this policy so that it can be addressed properly.

Name Printed

Signature

Date

RELEASE OF CLAIMS

In consideration for \$ _____ paid to me by Technicolor Videocassette, Inc. ("TVI") in connection with the resolution of United States Equal Employment Opportunity Commission v. Technicolor Inc., d/b/a Video Services, Case Number CV S-01-06791-GAF-RZx, I am voluntarily waiving my rights as set forth in this Release of Claims.

1. **Claims released.** I understand that I am releasing the "TVI Releasees" defined below from any claim for sexual harassment, sex-based harassment and/or retaliation that occurred on or before June 14, 2002.

2. **Laws affected.** I understand that the claims released include claims for sexual harassment, sex-based harassment and/or retaliation under Title VII of the Civil Rights Act of 1964, as amended, and 42 U.S.C. §§2000e-5(f)(1), the California Fair Employment and Housing Act, as amended and/or any other local, state or federal statutory or common law governing discrimination in employment. I understand that this means I am agreeing not to sue the TVI Releasees with respect to the claims I am releasing.

3. **Persons and entities released.** I understand that the "TVI Releasees" being released includes the following entities and persons: TVI; Thomson Multimedia S.A.; Carlton Communications PLC; Technicolor, Inc. and, as the case may be, each of their associates; owners; stockholders; affiliates; divisions; subsidiaries; parent companies; predecessors; successors; heirs; assigns; agents; directors; officers; partners; employees; insurers; representatives; lawyers; and all persons acting by, through, under or in concert with them, or any of them.

4. **Right to consult counsel.** I understand that the Equal Employment Opportunity Commission ("EEOC") is only charged with administering federal discrimination laws and cannot advise me about any state law claims. I acknowledge that, prior to signing this Release of Claims, I have been provided an opportunity to be advised by counsel regarding my release of non-federal claims.

5. **Right to file a charge with EEOC.** I understand that this release covers claims for sexual harassment, sex-based harassment, and/or retaliation. I understand my right to file a charge at any time with the EEOC for claims not covered by this Release.

Print Name: _____

Signature: _____

Date: _____



**APPENDIX C
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

Los Angeles District Office

255 E. TEMPLE STREET, 4TH FLOOR
LOS ANGELES, CALIFORNIA 90012
1-800-669-4000
(213)894-1000
TDD (213) 894-1121
FAX (213) 894-1118

NOTICE OF SETTLEMENT AND CONSENT DECREE

TO: ALL EMPLOYEES OF TECHNICOLOR VIDEOCASSETTE, INC.

The U.S. Equal Employment Opportunity Commission ("EEOC") filed a lawsuit in the United States District Court for the Central District of California against Technicolor Videocassette, Inc. d/b/a Video Services ("TVI"), Case Number CV-01-06791-GAF (RZx). The lawsuit was brought by the EEOC on behalf of identified individuals and a class of similarly situated women, alleging that they had been subjected to sexual harassment, sex-based harassment, and retaliation when they opposed such harassment. Although, TVI did not admit any wrongdoing, it settled the case by entering into a "Consent Decree" with the EEOC and paying monetary relief.

Pursuant to the Consent Decree, TVI is providing notice to all of its employees in Camarillo that TVI will not tolerate discrimination of any kind. Alleged violations of our policy against harassment and discrimination will be thoroughly investigated. Individuals found to have violated that policy will be subject to discipline up to and including termination of employment. All employees will undergo training to correct and prevent unlawful harassment and discrimination towards employees.

Federal law requires that there be no sexual harassment, sex-based harassment, or discrimination against any employee or applicant for employment because of a person's age, disability, race, sex, color, religion or national origin, with respect to hiring, compensation, promotions, discharge, terms and conditions or privileges of employment.

TVI is committed to complying with federal anti-discrimination laws in all respects. Technicolor will not tolerate sex harassment, or discrimination against any persons because of their sex, national origin, age, race, color, religion, or disability; and will not tolerate retaliation against any employee because of the filing of a charge of discrimination, giving testimony or assistance, or participation in any manner in any investigation, proceeding or hearing under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act of 1990, the Americans with Disabilities Acts or the Equal Pay Act.

If you believe that you have been sexually harassed, discriminated against because of your sex, national origin, age, race, color, religion, or disability by TVI, you may follow TVI's internal procedure and/or you may seek assistance from:

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

You may obtain a copy of the settlement document ("Consent Decree") at your expense. To obtain a copy, you must contact the Office of the U.S. District Court Clerk at 312 Spring Street, Los Angeles, CA 90012.

DECLARATION OF SERVICE BY FACSIMILE

I am, and was at the time the herein mentioned service took place, a citizen of the United States, over the age of eighteen (18) years and not a party to the above-entitled cause.

I am employed in the Legal Unit of the Los Angeles District Office of the United States Equal Employment Opportunity Commission.

My business address is Equal Employment Opportunity Commission, Los Angeles District Office, 255 E. Temple Street, Fourth Floor, Los Angeles, CA 90012.

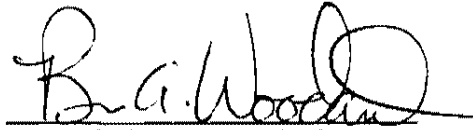
On the date that this declaration was executed, as shown below, I served the foregoing **[PROPOSED] CONSENT DECREE** by facsimile at Los Angeles, County of Los Angeles, State of California to:

Debora S. Vierra
LAW OFFICES OF DEBORA VIERRA
594 Poli Street
Ventura, CA 93001
Facsimile: (805) 648-1299

Joel E. Krischer
Sheryl L. Skibbe
Cory S. Hartsfield
LATHAM & WATKINS
633 West Fifth Street, Suite 4000
Los Angeles, CA 90071-2007
Facsimile: (213) 891-8763

I declare under penalty of perjury that the foregoing is true and correct.

Executed on August 13, 2002 at Los Angeles, California.


Brian A. Woodard