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FILED
CLERK, U.S. DISTRICT COURT
OCT -2 2007
CENTRAL DISTRICT OF CALIFORNIA
BY RA DEPUTY

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22 UNITED STATES DISTRICT COURT
23 CENTRAL DISTRICT OF CALIFORNIA

24 EQUAL EMPLOYMENT
25 OPPORTUNITY COMMISSION,

Case No. CV 04-8009 ABC
(PJWx)

26 Plaintiff,

~~PROPOSED~~ CONSENT
DECREE; ORDER

27 v.

28 WORLD SERVICE WEST,

Defendant.

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

ENTERED - SOUTHERN DIVISION
CLERK, U.S. DISTRICT COURT
OCT 3 2007
CENTRAL DISTRICT OF CALIFORNIA
BY RA DEPUTY

[PROPOSED] CONSENT DECREE; ORDER

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I.
INTRODUCTION

Plaintiff U.S. Equal Employment Opportunity Commission (the "EEOC" or "Commission") and Defendant World Services West hereby 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"), alleging that Charging Parties Norma Suazo, Hilda de la Paz and Elvia Figueroa (hereafter "Charging Parties") was subjected to unlawful employment practices on the basis of sex, female.

II.
PURPOSES AND SCOPE OF THE CONSENT DECREE

A. The parties to this Consent Decree ("Decree") are the EEOC and World Services West. This Decree shall be binding on and enforceable against World Services West 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 World Services West's employment practices comply with federal law;
3. To ensure a work environment free from hostility and retaliation;
4. To ensure training for World Services West's managers and employees with respect to their obligations under Title VII; and
5. To provide an appropriate and effective mechanism for handling discrimination complaints in the workplace.

This Decree resolves all claims the EEOC has brought or could have brought against World Services West arising out of this Complaint. This Decree does not constitute adjudication on the merits of the allegations of the Complaint

1 and does not constitute an admission of wrongdoing by anyone.

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3 **III.**
RELEASE OF CLAIMS

4 A. This Decree fully and completely resolves all issues, claims and allegations
5 by the EEOC against World Services West that are raised in the Complaint filed in
6 this action in the United States District Court, in or about 2004, captioned *U.S.*
7 *Equal Employment Opportunity Commission v. World Services West*, Case No.
8 CV-04-8009-ABC(PJWx) (the "Complaint").

9 B. Nothing in this Decree shall be construed to preclude any party from
10 bringing suit to enforce this Decree in the event that any party hereto fails to
11 perform the promises and representations contained herein. The Charging
12 Parties have each executed ^{a SEPARATE} the parallel General Releases ("Parallel General
13 Releases").

14 C. Nothing in this Decree shall be construed to limit or reduce World Services
15 West's obligation to comply fully with Title VII or any other federal employment
16 statute.

17 D. This Decree in no way affects the EEOC's right to bring, process,
18 investigate or litigate other charges that may be in existence or may later arise
19 against World Services West in accordance with standard EEOC procedures.

20 **IV.**
21 **JURISDICTION**

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

2 B. The Court shall retain jurisdiction of this action during the duration of the
3 Decree for the purposes of entering all orders, judgments and decrees that may be
4 necessary to implement the relief provided herein.

5 V.

6 **EFFECTIVE DATE AND DURATION OF DECREE**

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

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

11 VI.

12 **MODIFICATION AND SEVERABILITY**

13 A. This Decree and ~~the Parallel General Releases~~ constitute the complete
14 understanding of these parties and the Charging Parties with respect to the
15 matters contained herein. No waiver, modification or amendment of any
16 provision of this Decree ~~or the Parallel General Releases~~ will be effective unless
17 made in writing and signed by an authorized representative of each of the parties.

18 B. If one or more provisions of the Decree are rendered unlawful or
19 unenforceable, the parties shall make good faith efforts to agree upon appropriate
20 amendments to this Decree in order to effectuate the purposes of the Decree. In
21 any event, the remaining provisions will remain in full force and effect unless the
22 purposes of the Decree cannot, despite the parties' best efforts, be achieved.

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

VII.

COMPLIANCE AND DISPUTE RESOLUTION

A. The parties expressly agree that if the Commission has reason to believe that World Services West 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 World Services West 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 World Services West has breached. Absent a showing that the delay will cause irreparable harm, World Services West 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, either party may petition this Court for resolution of the dispute.

VIII.

MONETARY RELIEF

In settlement of this lawsuit, World Services West shall pay a total of \$150,000 to resolve this action, subject to all state and federal and FICA/Disability/EDD withholding amounts (union dues will not be withheld), and reportable as W-2 earnings compensation, payable in the following installments: \$60,000 (less withholdings) on or before October 15, 2007 and \$7,500 (less withholdings) per month thereafter on the 15th of each month for twelve months. The EEOC shall provide a list of the distribution to World Services West. The EEOC shall have the sole discretion on the allocation of the amounts to the Charging Parties. All monies shall be designated as economic loss, subject to

1 normal and appropriate withholdings as described above.

2 A. World Services West shall forward the initial checks totaling a gross
3 amount of \$60,000.00 (prior to withholdings) to the Charging Parties
4 within fifteen (15) days of the effective date of this Consent Decree.
5 World Services West shall prepare and distribute W-2 tax reporting
6 forms to Charging Parties and shall make appropriate reports to the
7 Internal Revenue Service, Franchise Tax Board and other tax and
8 regulatory authorities. Within ten (10) business days of the issuance of
9 each settlement check, World Services West shall submit a copy of each
10 check and related correspondence to the Regional Attorney, Anna Y.
11 Park, U.S. Equal Employment Opportunity Commission, 255 East
12 Temple Street, 4th Floor, Los Angeles, CA 90012.

13 **IX.**

14 **GENERAL INJUNCTIVE RELIEF**

15 **A. Non-Discrimination**

16 1. **Harassment Based on Sex**

17 World Services West, its officers, agents, management (including all
18 supervisory employees), successors, assigns, and all those in active concert or
19 participation with them, or any of them, hereby agree not to: (a) harass or tolerate
20 harassment against persons on the basis of sex in the terms and conditions of
21 employment; (b) engage in or be a party to any action, policy or practice that is
22 intended or is known to them to have the effect of harassing or intimidating any
23 employee on the basis of sex; and (c) create, facilitate or permit the existence of a
24 work environment that is hostile to female employees.

25 2. **Retaliation**

26 World Services West, its officers, agents, management (including all

1 supervisory employees), successors, assigns, and all those in active concert or
2 participation with them, or any of them, hereby agree not to engage in, implement
3 or permit any action, policy or practice with the purpose of retaliating against any
4 current or former employee or applicant of World Services West, or either of them,
5 because he or she has in the past, or during the term of this Decree: (a) opposed
6 any practice made unlawful under Title VII; (b) filed a charge of discrimination
7 alleging such practice; (c) testified or participated in any manner in any
8 investigation (including without limitation, any internal investigation undertaken
9 by World Services West), proceeding in connection with this case and/or relating
10 to any claim of a Title VII violation; (d) was identified as a possible witness or
11 claimant in this action; (e) asserted any rights under this Decree; or (f) sought or
12 received any relief in accordance with this Decree.

13 **B. Posting**

14 Within ten (10) business days after the Effective Date and throughout the
15 term of this Decree, World Services West shall post notice in the form attached as
16 Exhibit "A", in a clearly visible location frequented by employees at each of its
17 facilities. The notice shall remain posted for three (3) years.

18 **C. Equal Employment Opportunity Consultant**

19 Within thirty (30) days after the Effective Date, World Services West shall
20 retain a lawyer ("Consultant") with demonstrated experience in the area of
21 employment discrimination and sexual harassment issues, to monitor World
22 Services West's compliance with Title VII and the provisions of this Decree. The
23 Consultant shall be subject to the Commission's approval, which shall not be
24 unreasonably withheld. World Services West shall propose one or more
25 Consultants to the Commission. If the Commission does not approve World
26 Services West's proposed Consultants, the Commission shall provide World
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1 Services West with a list of at least three suggested candidates acceptable to the
2 Commission. If these three candidates are not acceptable to World Services West,
3 then the Consultant ~~shall~~ ^{MM MP JS} be Baute & Tidus LLP. World Services West shall bear
4 all costs associated with the selection and retention of the Consultant, and the
5 performance of his/her/its duties. The Consultant's responsibilities shall include:

6 1. ensuring that World Services West's procedures to handle complaints
7 of discrimination, harassment and retaliation comply with its obligations, under
8 this Decree;

9 2. ensuring that World Services West's anti- harassment policy and
10 reporting procedure effectively carry out its obligations under this Decree;

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

14 4. ensuring that all managerial and human resources employees are
15 trained on policies and procedures relating to sexual discrimination/harassment
16 and retaliation;

17 5. monitoring once annually World Services West's investigation of all
18 complaints of sexual discrimination/ harassment and retaliation to ensure
19 compliance with Title VII;

20 6. ensuring that World Services West properly communicates with
21 complainants regarding the complaint procedure, status of the complaint
22 investigation, results of the investigation, and any remedial action taken;

23 7. ensuring that World Services West's disciplinary policies hold
24 employees and managers accountable for failing to take appropriate action or for
25 engaging in conduct prohibited under this Decree;

26 8. ensuring that World Services West creates a centralized system of
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ORDER

1 tracking discrimination, harassment, and retaliation complaints; and

2 9. further ensuring compliance with the terms of this Decree.

3 The Consultant shall ensure compliance for the foregoing provisions for the
4 term of the Decree.

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

6 World Services West shall, within ten (10) business days after the Effective
7 Date, provide a copy to the Commission of a policy on discrimination and sexual
8 harassment that shall include:

9 1. A clear explanation of prohibited conduct;

10 2. Assurance that employees who make complaints of harassment/
11 discrimination or provide information related to such complaints will be protected
12 against retaliation;

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

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

24 5. A complaint process that provides a prompt, thorough, and impartial
25 investigation;

26 6. A procedure for communicating with the complainant in writing

1 regarding the status of the complaint/investigation, results of the investigation,
2 and any remedial action taken; and

3 7. Assurance that World Services West will take immediate and
4 appropriate corrective action when it determines that harassment/discrimination
5 and/or retaliation has occurred.

6 8. Assurance that World Services West's disciplinary policies hold
7 employees and managers accountable for failing to take appropriate action or for
8 engaging in conduct prohibited under this Decree;

9 EEOC shall comment on the policy within forty-five (45) days of receipt.
10 Should the policy not require any revision, World Services West shall confirm
11 distribution of the policy no later than ten (10) business days after the forty-five
12 (45) day period. The policy shall be distributed to all employees, including
13 management/supervisory staff, and shall be included in any relevant policy or
14 employee manuals distributed to employees by World Services West. The policies
15 shall be disseminated in English and Spanish. World Services West shall maintain
16 acknowledgments from each employee who receives the revised policy.

17 Throughout the term of this Decree, World Services West shall also post the
18 revised policy, in a place that is clearly visible to all employees at each of its
19 facilities covered by this Decree in a legible font.

20 **E. Training**

21 Within sixty (60) days after the Effective Date or thirty (30) days after hiring
22 the Consultant, whichever is later, all of World Services West's
23 managerial/supervisory, human resources employees shall be required to attend an
24 intensive training program of at least three (3) hours. Management shall also meet
25 with all employees once a year to explain the company's sexual harassment policy.
26 The training shall be mandatory and occur once every year for the term of this

1 Decree. Any manager, supervisor, or employee who failed to attend scheduled
2 training shall be trained within (30) days of the live training set forth above. The
3 trainings shall be conducted in English and Spanish.

4 1. All employees' training shall include coverage of the subjects of
5 equal employment opportunity rights and responsibilities, discrimination,
6 harassment, retaliation, and World Services West's revised policies and
7 procedures for reporting and handling complaints of discrimination, harassment
8 and retaliation.

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

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

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

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

23 6. Within forty-five (45) days after the Effective Date or fifteen (15) days
24 after hiring the Consultant, whichever is later, World Services West shall submit to
25 the EEOC a description of the training to be provided and an outline of the
26 curriculum developed for the trainees. World Services West shall give the EEOC a
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1 minimum of ten (10) business days' advance written notice of the date, time and
2 location of each training program provided pursuant to this Decree, and agrees that
3 an EEOC representative may attend any such training program.

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

8 **F. Performance Evaluations**

9 For the upcoming review cycle, World Services West shall revise its
10 performance evaluation process for managers and supervisors in order to include
11 as measures for performance compliance with World Services West's Anti-
12 Discrimination and Retaliation Policies and Procedures.

13 At least thirty (30) days prior to implementing the performance evaluation
14 process described above, World Services West will provide the EEOC and the
15 Consultant with the proposed revisions in order to provide an opportunity for
16 comment regarding the revisions. EEOC will provide comments, if any, within 30
17 days of receipt of the proposed revisions. World Services West shall respond to
18 such comments within fifteen (15) days of receipt. If the parties cannot agree on
19 the proposed revisions, any disputes will be resolved according to the Dispute
20 Resolution Procedures set forth herein.

21 **G. Complaint Procedure**

22 Within sixty (60) days of the Effective Date, World Services West shall
23 ensure that it has publicized an internal complaint procedure to provide for the
24 filing, investigation and, if appropriate, remedying of complaints of discrimination
25 or retaliation. Publication shall be in English and Spanish. World Services West
26 shall publicize the EEOC complaint line number of (800) 669-4000.

World Services West 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.

World Service shall make available to the Consultant all complaints filed thereunder and retain records regarding resolution of all such complaints. The Consultant shall also ensure that World Services West publicizes the complaint procedure and monitor World Services West'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 World Services West 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

1 possible;

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

4 9. An appeal procedure to an appropriate World Services West
5 representative, should the complainant be dissatisfied with the results of the
6 investigation; and

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

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

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

20 K. World Services West will maintain a policy of nondiscrimination and equal
21 treatment, including a policy of zero tolerance for unlawful discrimination, in all of
22 its employment practices.

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

26 M. World Services West shall publish with the Internal Complaint
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SCANNED

1 Procedure the following elements that will be included in the procedure:

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

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

8 X.

9 **RECORD KEEPING AND REPORTING**

10 **A. Record Keeping**

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

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

19 2. All forms acknowledging employees' receipt of World Services
20 West's revised discrimination and anti-retaliation policy;

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

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

26 The foregoing documents shall be summarized in the semi-annual reports

SCANNED

1 set forth below.

2 **B. Reporting**

3 In addition to the notices to the EEOC specified above, World Services
4 West shall provide, without assertion of the attorney-client privilege or attorney
5 work product, the following reports to the EEOC in writing, by mail or facsimile:

6 1. Within ninety (90) days after the Effective Date, World Services
7 West shall submit to the EEOC an initial report which contains:

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

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

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

16 (d) Copies of all employee acknowledgment forms indicating receipt
17 of the revised discrimination and anti-retaliation policy.

18 2. World Services West shall also provide the following
19 reports annually throughout the term of this Decree:

20 (a) The attendance lists of all attendees for all training sessions
21 required under this Decree that took place during the previous six
22 months;

23 (b) Acknowledgments of receipt of the revised discrimination and
24 harassment policy for all employees hired during the previous six
25 months;

26 (c) A description of all discrimination and/or retaliation complaints
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1 made since the submission of the immediately preceding report
2 hereunder. This description shall include the names of the
3 individuals alleging harassment or retaliation, the nature of the
4 harassment or retaliation, the names of the alleged perpetrators of
5 harassment or retaliation, the dates of the alleged harassment or
6 retaliation, a brief summary of how each complaint was resolved, and
7 the identity of the World Services West employee(s) who
8 investigated or resolved each complaint. If no results have been
9 reached as of the time of the report, the result shall be included in the
10 next report;

11 (d) An analysis of the monitoring done for repeat complaints by
12 employees and investigation of complaints; and

13 (e) World Services West shall provide a report to the EEOC detailing
14 any changes of the procedures or record-keeping methods for
15 centralized tracking of discrimination complaints and the monitoring
16 of such complaints within thirty (30) days before implementing such
17 changes.

18 **XI.**

19 **COSTS OF ADMINISTRATION AND IMPLEMENTATION**
20 **OF CONSENT DECREE**

21 World Services West shall bear all costs associated with its administration
22 and implementation of its obligations under this Consent Decree.

23 **XII.**

24 **COSTS AND ATTORNEYS' FEES**

25 Each party shall bear its own costs of suit and attorneys' fees. World Service
26 West is not responsible for any legal bills or costs incurred by the Charging
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Parties or the EEOC, except that World Service will pay for a maximum of one hour of attorney time for the Charging Parties in connection with obtaining their signatures on the Parallel General Releases.

XIII.

MISCELLANEOUS PROVISIONS

A. During the term of this Consent Decree, World Services West 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 World Services West'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, World Services West 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., 4th Fl., Los Angeles, CA. 90012.

D. This Decree can be signed in counterparts by the parties.

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

F. The Parallel Release Agreements have been separately executed by the Charging Parties, and have been received by World Services West.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Dated: October 2, 2007

By: [Signature]
Anna Y. Park
Attorneys for Plaintiff

WORLD SERVICES WEST

Dated: October 2, 2007

By: [Signature]
James Kawashima

ORDER

GOOD CAUSE APPEARING,

The Court approves of the terms of this Consent Decree. The Court shall further retain jurisdiction as set forth in this Decree.

IT IS SO ORDERED.

DATE: Oct 2, 2007

[Signature]

Honorable Audrey Collins

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APPENDIX A



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Los Angeles District Office**

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NOTICE OF ENTRY OF CONSENT DECREE

TO: ALL EMPLOYEES OF WORLD SERVICE WEST:

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. World Service West, LA Inflight Service Company, LLC ("World Service West"), Case Number CV 04-8009 ABC (PJWx). The EEOC's lawsuit alleged that Dae Koh of World Service West sexually harassed three female employees at its work site at the Los Angeles International Airport.

The parties resolved the matter by entering into a three (3) year Consent Decree. Under the decree, World Service West is 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 World Service West 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 October 1, 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, 4th Floor, Los Angeles, CA 90012.

It is so ORDERED this 2 day of October, 2007.



Audrey B. Collins
UNITED STATES DISTRICT JUDGE