

MAR - 3 2004

For The Northern Mariana Islands
By
(Deputy Clerk)

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10 Attorneys for Plaintiff

11 **UNITED STATES DISTRICT COURT**
12 **FOR THE NORTHERN MARIANA ISLANDS**

13 **EQUAL EMPLOYMENT OPPORTUNITY) Civil Action No. 02-0015**
14 **COMMISSION,)**
15 **Plaintiff,) CONSENT DECREE**
16 **v.)**
17 **PACIFIC MICRONESIA CORPORATION)**
18 **et al.,)**
19 **Defendants.)**

20 I. INTRODUCTION

21 On April 30, 2002 Plaintiff Equal Employment Opportunity Commission (EEOC) filed
22 the above-entitled action (this Action) pursuant to Title VII of the Civil Rights Act of 1964, 42
23 U.S.C. §2000e et seq. (Title VII). The EEOC alleged that Defendants discriminated against
24 Charging Party Hermie Coronejo and similarly situated Filipino employees by terminating their
25 employment and not promoting some of them because of their national origin.

26 II. NON-ADMISSION OF LIABILITY

27 This consent decree is not an adjudication or finding on the merits of this case and shall
28 not be construed as an admission of a violation of Title VII or any other unlawful or wrongful

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1 conduct by Defendants.

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

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

5 III. GENERAL PROVISIONS

6 1. This Court has jurisdiction over the subject matter and the parties to this action.

7 2. This Consent Decree constitutes a full resolution of the EEOC's complaint in Civil
8 Action 02-0015 (this Action).

9 3. This Consent Decree shall become effective upon its entry by the Court.

10 4. This Consent Decree is final and binding upon the Parties, their successors and
11 assigns.

12 5. The EEOC and Defendants shall bear their own costs and attorney fees.

13 6. This Case will be dismissed promptly with prejudice by the EEOC not later than
14 February 1, 2004 provided there has been full compliance with the terms hereof.

15 IV. NON-MONETARY ACTIONS

16 1. National Origin Discrimination.

17 Defendant PACIFIC MICRONESIA CORPORATION, and its officers, supervisors, successors,
18 and assigns, hereby agree that they will not discriminate against persons on the basis of national
19 origin in the terms and conditions of employment in violation of Title VII.

20 2. Retaliation.

21 Defendant PACIFIC MICRONESIA CORPORATION, and its officers, supervisors, successors,
22 and assigns, agree it will not engage in, implement, or permit any action, policy, or practice with
23 the purpose of retaliating in violation of Title VII against any current or former employee of
24 Defendant or its predecessors on the basis that he or she (i) opposed any practice of
25 discrimination, (ii) filed a charge of discrimination, (iii) testified or participated in any manner in
26 any investigation (including, without limitation, any internal investigation undertaken by
27 Defendant), proceeding, or hearing in connection with this case, and/or relating to any claim of
28 discrimination, or (iv) was identified as a possible witness in this action.

1 V. MONETARY RELIEF

2 1. By December 24, 2003, Defendant PACIFIC MICRONESIA CORPORATION
3 will pay to Charging Party and similarly situated employees (the class members) the total amount
4 of \$400,000.00. By December 16, 2003 the EEOC will inform said Defendant of the individual
5 amounts to be paid to the class members and the addresses to which they will be sent. The EEOC
6 shall make the final decision as to the amount to be paid to each member. There will be no
7 withholding from these payments. The payments will be made directly to each class member by
8 payroll checks for class members currently employed by the Dai-ichi Hotel Saipan Beach and
9 otherwise by electronic bank-to-bank transfers or cashier's checks, as specified by the EEOC,
10 sent by December 24, 2003; when the payment is sent to the member, a copy or other record shall
11 be mailed to the EEOC c/o Wilfredo Tungol at his address above.

12 2. The amount above is being paid in complete compromise of all disputed issues
13 arising out of the Complaint and Amended Complaint filed in this Action.

14 VI. REPORTING

15 Defendant shall by January 1, 2004 submit a final report to the EEOC verifying its
16 compliance with the terms of this Consent Decree. This report shall include the names and
17 addresses to which payments were made and the amount of each payment and shall be
18 accompanied by copies of all the payment instruments sent. This report will be sent to the EEOC
19 care of David Offen-Brown with a separate copy to Wilfredo Tungol at the addresses above.

20 VII. RETENTION OF JURISDICTION AND EXPIRATION OF CONSENT DECREE

21 1. The duration of this Consent Decree shall be until January 15, 2004, provided that
22 Defendant has complied substantially with the terms of this Consent Decree. Defendant will be
23 deemed to have complied substantially if the EEOC does not notify the Court of a compliance
24 issue.

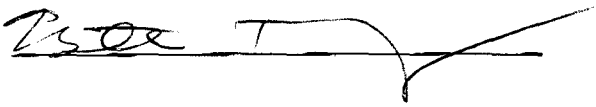
25 2. This Court shall retain jurisdiction over this matter and the Parties for the purpose
26 of enforcing compliance with the Consent Decree and the associated settlement agreement
27 between the EEOC and Defendants, including issuing such orders as may be required to
28 effectuate its purposes.

1 3. If any provision of this Consent Decree is found to be unenforceable by a court of
2 competent jurisdiction, only the specific provision in question shall be affected and the other
3 enforceable provisions shall remain in full force and effect.

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On behalf of Defendant PACIFIC MICRONESIA CORPORATION:

Dated: 1/6/04



On behalf of Plaintiff:

Dated: _____

WILLIAM R. TAMAYO
Regional Attorney
EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

Dated: _____

JONATHAN T. PECK
Supervisory Trial Attorney

Dated: _____

DAVID F. OFFEN-BROWN
Senior Trial Attorney

IT IS SO ORDERED:

Dated: 3-3-04



Alex R. Munson
Judge