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U-HAUL CO. OF NEVADA, INC
19

20 UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

21 U.S. EQUAL EMPLOYMENT
22 OPPORTUNITY COMMISSION,

Case No.: 2:06-CV-01209-JCM-LRL

23 Plaintiff,

ORDER | CONSENT DECREE;

24 v.

25 U-HAUL CO. OF NEVADA INC;
26 And DOES 1- 10,

27 Defendant.
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I.

INTRODUCTION

Plaintiff U.S. Equal Employment Opportunity Commission (the "EEOC" or "Commission") and Defendant U-Haul Co. of Nevada, Inc. ("UHN") 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, Alberto A. Banico, Salvador Campos, Nelson Castro, Johnny DeGuzman, Jorge L. Garcia, Jesus Jacobo, Alfred J. Magana, Jimmy Pagtulingan ("Charging Parties") and a class of similarly situated individuals were subjected to unlawful employment practices on the basis of race (Hispanic, Asian) and/or national origin (Filipino).

II.

PURPOSES AND SCOPE OF THE CONSENT DECREE

14 A. The parties to this Consent Decree ("Decree") are the EEOC and UHN. The scope
15 of this Decree encompasses only UHN's repair facilities located in the State of Nevada.
16 This Decree shall be binding on and enforceable against UHN and its officers, directors,
17 agents, successors and assigns.

18 B. This Decree resolves all claims EEOC has brought or could have brought against
19 UHN, or its subsidiaries, parent companies, or affiliates, arising out of this Complaint.
20 This Decree does not constitute an adjudication on the merits of the allegations of the
21 Complaint and does not constitute an admission by UHN that any of the allegations in the
22 complaint were true.

23 C. There is no determination implied or expressed in the Decree regarding whether
24 the policies, practices and procedures of UHN comply with Title VII.

III.

RELEASE OF CLAIMS

27 A. This Decree fully and completely resolves all issues, claims and allegations by the
28 EEOC against UHN that are raised in the Complaint filed in this action in the United

1 States District Court, District of Nevada on September 27, 2006, captioned *U.S. Equal*
2 *Employment Opportunity Commission v. U-Haul Co. of Nevada, Inc. and Does 1-10*,
3 Case No. 2:06-CV-01209 (the "Complaint"), or that otherwise could have been brought
4 by the EEOC in the Complaint against UHN, or its subsidiaries, parent companies, or
5 affiliates.

6 **IV.**

7 **JURISDICTION**

8 A. The Court has jurisdiction over the parties and the subject matter of this lawsuit.
9 The terms and provisions of this Decree are fair, reasonable and just. This Decree
10 conforms with the Federal Rules of Civil Procedure and Title VII and is not in derogation
11 of the rights or privileges of any person.

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

15 **V.**

16 **EFFECTIVE DATE AND DURATION OF DECREE**

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

19 B. Except as otherwise provided herein, this Decree shall remain in effect for three
20 (3) years after the date the Complaint in this matter was filed.

21 **VI.**

22 **MODIFICATION AND SEVERABILITY**

23 A. This Decree constitutes the complete understanding of the parties with respect to
24 the matters contained herein. No waiver, modification or amendment of any provision of
25 this Decree will be effective unless made in writing and signed by an authorized
26 representative of each of the parties.

27 B. If one or more provisions of the Decree are rendered unlawful or unenforceable,
28 the parties shall make good faith efforts to agree upon appropriate amendments to this

1 Decree in order to effectuate the purposes of the Decree. In any event, the remaining
2 provisions will remain in full force and effect unless the purposes of the Decree cannot,
3 despite the parties' best efforts, be achieved.

4 **VII.**

5 **COMPLIANCE AND DISPUTE RESOLUTION**

6 A. The parties expressly agree that if the Commission has reason to believe that UHN
7 has failed to comply with any provision of this Consent Decree, the Commission may
8 petition this Court for an Order to enforce the Decree. Prior to initiating such action, the
9 Commission will notify UHN and its legal counsel of record, in writing, of the nature of
10 the dispute. This notice shall specify the particular provision(s) that the Commission
11 believes UHN has breached. UHN shall have thirty (30) days to attempt to resolve or cure
12 the breach.

13 B. The parties agree to cooperate with each other and use their best efforts to resolve
14 any dispute referenced in the EEOC notice.

15 C. After thirty (30) days have passed with no resolution or agreement to extend the
16 time further, the Commission may petition this Court for resolution of the dispute and
17 any other relief the Court deems appropriate.

18 **VIII.**

19 **MONETARY RELIEF**

20 In settlement of this lawsuit, the UHN shall pay a total of \$ 153,000 to resolve this
21 action. The amount paid pursuant to this Paragraph does not represent wages and shall be
22 designated as non-wage compensatory damages under Title VII. Each Charging Party
23 shall be solely responsible for any federal, state, or local tax or contributions that may be
24 owed or payable on the amount paid by UHN pursuant to this paragraph, if any.

25 The EEOC shall, within ten (10) business days after the Effective Date of this
26 Decree give Defendant written notice of the specific monetary distribution to be provided
27 to each of the Charging Parties. Within twenty (20) business days after receipt of such
28

1 notice, UHN shall forward, via certified mail, a check in the amount on the distribution
2 list to each Charging Party.

3 Within ten (10) business days of the issuance the settlement checks, UHN shall
4 submit a copy of each check and related correspondence to the Regional Attorney, Anna
5 Y. Park, U.S. Equal Employment Opportunity Commission, 255 East Temple Street, 4th
6 Floor, Los Angeles, CA 90012.

7 IX.

8 GENERAL INJUNCTIVE RELIEF

9 A. Non-Discrimination

10 1. Harassment Based on Race and/or National Origin

11 UHN, its officers, agents, management (including all supervisory employees),
12 successors, assigns agree not to: (a) harass or tolerate harassment from any individual,
13 against persons on the basis of race and/or national origin in the terms and conditions of
14 employment; (b) engage in or be a party to any action, policy or practice that is intended
15 or is known to them to have the effect of harassing any employee on the basis of race
16 and/or national origin; and (c) permit the existence of a work environment that is hostile
17 based on race and/or national origin.

18 2. Discrimination Based on Race and/or National Origin

19 UHN, its officers, agents, management (including all supervisory employees),
20 successors, assigns agree not to discriminate in its employment practices against persons
21 on the basis of race and/or national origin.

22 3. Retaliation

23 UHN, its officers, agents, management (including all supervisory employees),
24 successors, assigns agree not to engage in retaliation against any current employee of
25 UHN because he or she has in the past, or during the term of this Decree: (a) opposed any
26 practice made unlawful under Title VII; (b) filed a charge of discrimination alleging such
27 practice; (c) testified or participated in any manner in any investigation (including
28 without limitation, any internal investigation undertaken by UHN), proceeding in

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

4 **B. Posting**

5 Within ten (10) business days after the Effective Date and throughout the term of
6 this Decree, UHN shall post notice in the form attached as Exhibit A, in a clearly visible
7 location frequented by employees at each of its Nevada Repair shops. The notice shall
8 remain posted for the term of the Decree.

9 **C. Equal Employment Opportunity Policies and Training**

10 1. Policy and Procedures

11 a. For the term of this consent Decree, UHN shall maintain policies and
12 procedures consistent with its obligations under Title VII.

13 b. Within ninety (90) days after the Effective Date, UHN will distribute the
14 policy attached hereto at Exhibit B to all repair shop employees including
15 management/supervisory staff. Throughout the term of this Decree, UHN shall
16 also post the policy in a place that is clearly visible to all employees at each of its
17 facilities covered by this Decree. At the time the policy is distributed, UHN will
18 review its contents with repair shop employees and will additionally review
19 UHN's equal employment opportunity policies.

20 2. Training

21 a. During the term of this Decree, UHN's managerial/supervisory, human
22 resources employees shall be required to attend a training program of at least three
23 (3) hours. Such training shall include training on how to properly handle and
24 investigate complaints of discrimination and/or harassment in a neutral manner,
25 how to take preventive and corrective measures against discrimination and/or
26 retaliation, and how to recognize and prevent discrimination and/or retaliation.
27 Any managers who are hired or promoted into a managerial position during the
28 term of this Decree will receive similar training within sixty (60) days of their

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promotion or hire. Human resources training shall be specific to their obligations, including the handling and investigating of complaints of discrimination and retaliation.

b. During the term of this Decree, all UHN employees shall receive annual training of at least one (1) hour regarding UHN's policies and procedures regarding harassment, and to review EEO law. All employees' training shall include coverage of the subjects of equal employment opportunity rights and responsibilities, discrimination, harassment, retaliation, and UHN's policies and procedures for reporting and handling complaints of discrimination, harassment and retaliation.

c. Each training shall be live, however, after the initial training, each subsequent training may be a refresher course with a component of live training.

d. Following each training, UHN shall provide a sign-in sheet verifying the names of the UHN employees who attended the training to the EEOC.

e. After the first training, UHN shall provide a copy of the training materials it used to the EEOC. If the training materials are revised or changed, UHN shall provide a copy of the revised or changed training materials to the EEOC.

3. Complaint Procedure

a. For the term of this consent Decree, UHN shall maintain a Complaint Procedure consistent with its obligations under Title VII.

b. Within ninety (90) days after the Effective Date, UHN will distribute the procedure attached hereto at Ex. B to all repair shop employees including management/supervisory staff. Throughout the term of this Decree, UHN shall also post the procedure in a place that is clearly visible to all employees at each of its facilities covered by this Decree. At the time the procedure is distributed, UHN will review its contents with repair shop employees and will additionally review UHN's equal employment opportunity policies.

1 4. Promotion Policies

2 a. For the term of this consent Decree, UHN shall maintain a formal
3 job posting policy for all positions that become available in the Nevada Repair
4 Shop, consistent with its obligations under Title VII.

5 b. At a minimum, each job position shall contain:

- 6 1. a job description;
7 2. information as to the pay scale associated with the job;
8 3. minimum qualifications for the job; and
9 4. directions for applying for the position.

10 c. In making decisions as to filling open job positions, UHN
11 management may consider the applicant's evaluations and performance.

12 X.

13 **RECORD KEEPING & REPORTING**

14 UHN shall maintain for the term of the Consent Decree the following records and
15 reports:

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

19 2. All forms acknowledging employees' receipt of UHN's anti-discrimination
20 and anti-retaliation policy; and

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

23 4. All documents relating to job promotions.

24 5. For the term of the Decree, UHN shall provide annual reports to the EEOC
25 summarizing (1) whether the Human Resources Department or Marketing Company
26 President received complaints of discrimination or harassment pursuant to the Complaint
27 Procedure outlined in IX.3; (2) if such complaints were received, the nature of the
28 complaint, the investigation it undertook, and the resolution of the complaint. UHN shall

1 affirmatively identify the individuals against whom two or more complaints are lodged.
2 EEOC shall have the right to inspect documents relating to the complaints, provided the
3 EEOC give UHN and its counsel twenty (20) days notice of its intent to inspect such
4 documents.

5 6. For the term of the Decree, UHN shall provide annual reports to the EEOC
6 summarizing (1) the number of individuals promoted, (2) the identity of individuals
7 promoted, and (3) the national origin and race of the individuals promoted. "Promotion"
8 for the purposes of this Consent Decree is defined as a change in job title associated with
9 an increase in pay. EEOC shall have the right to inspect documents relating to the
10 promotions, provided the EEOC give UHN and its counsel twenty (20) days notice of its
11 intent to inspect such documents.

12 **XI.**

13 **COSTS OF ADMINISTRATION AND IMPLEMENTATION**
14 **OF CONSENT DECREE**

15 UHN shall bear all costs associated with its administration and implementation of
16 its obligations under this Consent Decree.

17 **XII.**

18 **COSTS AND ATTORNEYS' FEES**

19 Each party shall bear its own costs of suit and attorneys' fees.

20 **XIII.**

21 **MISCELLANEOUS PROVISIONS**

22 A. During the term of this Consent Decree, UHN shall provide any potential
23 successor-in-interest with a copy of this Consent Decree within a reasonable time of not
24 less than thirty (30) days prior to the execution of any agreement for acquisition or
25 assumption of control of any or all of UHN's facilities, or any other material change in
26 corporate structure, and shall simultaneously inform EEOC of same.

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1 B. During the term of this Consent Decree, UHN and its successors shall assure that
2 each of its officers, managers and supervisors working at a UHN Repair shop is aware of
3 any term(s) of this Decree which may be related to his/her job duties.

4 C. Unless otherwise stated, all correspondence required under this Decree shall be
5 delivered to the attention of the Regional Attorney, Anna Y. Park, U.S. Equal
6 Employment Opportunity Commission, Los Angeles District Office, 255 E. Temple St.,
7 4th Fl., Los Angeles, CA 90012.

8 D. The parties agree to entry of this Decree subject to final approval by the Court.
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10 EQUAL EMPLOYMENT
11 OPPORTUNITY COMMISSION

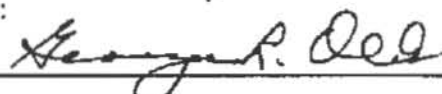
12 Dated: 1/28/08

13 By: 
14 _____

15 Anna Y. Park
16 Attorneys for Plaintiff

U-HAUL CO. OF NEVADA, INC.

Dated: 1/24/08

By: 

Its: Asst. Secretary

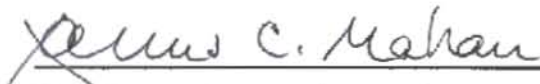
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19 ORDER

20 GOOD CAUSE APPEARING:

21 The Court hereby retains jurisdiction and the provisions of the foregoing Consent Decree
22 are hereby approved and compliance with all provisions thereof is HEREBY ORDERED.

23
24 IT IS SO ORDERED.

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26 Dated: January 29, 2008


United States District Court Judge

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EXHIBIT A

NOTICE TO ALL EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal court in Equal Employment Opportunity Commission v. U-Haul Co. of Nevada, Inc., et al., Case No. 2:06-CV-01209, settling a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC").

In its suit, the EEOC alleged that U-Haul of Nevada ("UHN") subjected a group of employees to harassment and discrimination because of their race and/or national origin, in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). UHN denies the allegations.

To resolve this lawsuit the parties have entered into a Consent Decree which requires, among other things, that UHN provide monetary relief and to:

- 1) implement policies and procedures against discrimination and harassment; and
- 2) provide training to its employees to prevent and correct discrimination.

The EEOC enforces the federal laws against discrimination in employment on the basis of disability, race, color, religion, national origin, sex, pregnancy, and age. If you believe you have been discriminated against, you may contact the EEOC at 333 S. Las Vegas Blvd, Las Vegas, NV 89101 (702)388-5099. The EEOC charges no fees and has employees who speak languages other than English.

No action may be taken against you by any management official 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. Should any such retaliatory actions be taken against you, you should contact the EEOC at the address listed above.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted until September 27, 2009, 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, 255 East Temple Street, 4th Floor, Los Angeles, CA 90012 or call (213) 894-1000.

Date: _____

U.S. District Judge

EXHIBIT B



August 2007

ISSUED TO:
U-Haul Co. of Nevada Repair Shop Managers
U-Haul Co. of Nevada Moving Center General Managers

U-Haul Company of Nevada

Discussion

Equal Employment Opportunity

We are committed to providing equal opportunity in all of our employment practices including selection, hiring, promotion, transfer and compensation, to all qualified applicants and employees without regard to race, religion, color, sex, national origin, age, disability, Vietnam Veteran's Status or any other protected status in accordance with the requirements of all federal, state and local laws.

Policy Against Harassment

We do not tolerate unlawful harassment of any of our employees by other co-workers or suppliers. Any form of harassment which violates federal, state or local law, including, but not limited to harassment related to an individual's race, religion, color, sex, national origin, age, disability or Vietnam Veteran's Status is a violation of this policy and will be treated as a disciplinary matter. For these purposes the term "harassment" includes slurs and any other offensive remarks, jokes, other verbal, graphic, or physical conduct.

All complaints of unlawful harassment which are reported to management will be investigated as promptly as possible and corrective action will be taken where warranted and will be treated with as much confidentiality as possible, consistent with the need to conduct an adequate investigation.

Your notification of the problem is essential to us. We cannot help resolve a harassment problem unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so that we can take whatever steps are necessary to correct the problem.

If management finds that an employee has violated our Company policy, appropriate disciplinary action may be taken, up to and including termination.

Reporting Procedure

If you feel that you have been harassed, please report any and all incidents to your supervisor immediately. This Company takes these complaints very seriously, and its policy is to take prompt action to resolve the matter.

If it is your supervisor who is harassing you or if your complaint to your supervisor does not bring results, please speak with your Marketing Company President, Nick Marra at 1 (702) 251-4216 or call the Vice President of Human Resources at 1 (800) 526-0462 ext. 6625 or call 1 (602) 263-6625.

The complaint report should include details of the incident(s), the names of individuals involved, the names of any witnesses, direct quotes when relevant, and any documentary evidence (notes, pictures, etc.).

When we receive the complaint, we will promptly investigate the allegation in a timely manner. The investigation will be conducted in such a way as to maintain confidentiality to the extent practicable under the circumstances. When we have completed our investigation, we will, to the extent appropriate, inform the person filing the complaint.

Appropriate action will also be taken to deter any future harassment. If a complaint of harassment is substantiated, appropriate disciplinary action, up to and including termination, will be taken.

Nick Marra
Marketing Company President,
U-Haul Co. of Nevada