

ORIGINAL

THE HONORABLE WILLIAM L. DWYER
CC: TO JUDGE JK

SEP 21 1999

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SEP 16 1999 JK

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
DEPUTY

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

DON VAN NGUYEN, et. al.,

Plaintiffs,

v.

AMERICAN SEAFOODS COMPANY,

Defendant.

AT LAW AND IN ADMIRALTY

NO. 98-525WD

Consolidated with:
NO. C98-1099WD

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff in
Intervention,

v.

AMERICAN SEAFOODS COMPANY,

Defendant in
Intervention

CONSENT DECREE

I. INTRODUCTION

1. This action originated with charges of discrimination filed by Don Van Nguyen, Huong Dang, Thao Van Doan, Quang Huynh, Trung Hieu Huynh, Sau Le, Binh Nguyen, Dieu Nguyen, Thuan Phan, Giau Tran, Danh Truong, Minh Vo, Hung Van Xuong, Minh Van Xuong, Hung Chu, Liem Pham, Van Tran, and Be Vo with the Equal Employment Opportunity Commission (EEOC), alleging violations of Title VII of the Civil Rights Act of 1964, as amended,

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1 42 U.S.C. Section 2000e et seq. ("Title VII"). The Commission issued Notices of Right to Sue on
2 June 18, 1998.

3 2. With private counsel, plaintiffs filed a lawsuit in state court, which was subsequently
4 removed to the District Court for the Western District of Washington on April 22, 1998. In their
5 amended complaint, plaintiffs alleged that American Seafoods Company ("American Seafoods")
6 violated Title VII and the Washington Law Against Discrimination by subjecting them to unlawful
7 discriminatory practices. Plaintiffs' complaint also alleges violations of the Family and Medical
8 Leave Act, the Jones Act, 42 U.S.C. §§10601, 11107, General Maritime Law, tort law, contract law
9 and state wage laws. American Seafoods has vigorously contested these allegations.

10 3. The EEOC intervened in the matter on September 23, 1998. In the complaint-in-
11 intervention, the EEOC alleged that the defendant violated Title VII by subjecting Vietnamese
12 employees to unlawful harassment and inequitable treatment in the assignment of least desirable
13 living quarters, inadequate access to medical care and ASC facilities, denial of access to training and
14 promotional opportunities, demotion, reduction in wages and termination based on national origin.
15 American Seafoods has vigorously contested these allegations.

16 4. The Commission and the defendant want to fully and finally conclude all claims
17 arising out of the above charges without the expenditure of further resources and expenses in
18 contested litigation. They agree that entry of this consent decree will be in the interest of the parties
19 and will further the objectives of equal employment opportunity as set forth in Title VII.

20 **II. JURISDICTION AND VENUE**

21 5. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§451, 1331, 1337, 1343
22 and 1345. This action is authorized pursuant to Sections 705(g)(6), 706(f)(1) and (3) and Section
23 707 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e-4(f)(6), 2000e-
24 5(f)(1) and (3) and 2000e-6 ("Title VII") and Section 102 of the Civil Rights Act of 1991, 42 U.S.C.
25 §1981a. The employment practices alleged to be unlawful in the complaint-in-intervention filed
26 herein occurred within the jurisdiction of the United States District Court for the Western District of
27 Washington.

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1 **III. PURPOSE OF THE DECREE**

2 6. The parties have entered into this Consent Decree in order to achieve the following
3 purposes:

4 a. To assure the implementation of policies and procedures which prohibit
5 American Seafoods from discriminating or retaliating against employees on the basis of national
6 origin.

7 b. To assure that qualified employees who are eligible for promotion based upon
8 experience and skill are provided with equal training and employment opportunities regardless of
9 national origin.

10 c. To assure that American Seafoods implements a policy and enforcement
11 program to effectively prevent discrimination and harassment based upon national origin and to
12 address and correct situations in which such discrimination and harassment is alleged.

13 d. To assure that plaintiffs are fully compensated for lost wages and damages
14 suffered in connection with their employment by American Seafoods.

15 e. To avoid the time, expense and uncertainty of further litigation.

16 **IV. GENERAL PROVISIONS**

17 7. This consent decree is intended to and does effectuate the full, final, and complete
18 resolution of all allegations of unlawful employment practices and discrimination encompassed by
19 the original discrimination charges and the complaint-in-intervention filed in EEOC v. American
20 Seafoods Company, Civil No. NO. 98-525WD, pursuant to Title VII of the Civil Rights Act of 1964,
21 as amended, 42 U.S.C. §2000e, et seq.

22 8. No findings have been made by the Court substantiating or refuting any of the
23 allegations made by plaintiff-in-intervention. The existence of this consent decree shall not in any
24 way constitute an admission by the defendant that it has violated Title VII or any other applicable
25 law.

26 9. This Consent Decree constitutes the complete understanding between the EEOC and
27 American Seafoods with respect to matters herein. No waiver, modification or amendment to any

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1 provisions of this Consent Decree will be effective unless it is agreed to in accordance with
2 provisions of Section IX, Consent Decree Amendment Procedures.

3 10. Except as contained in this subparagraph, this Consent Decree in no way affects
4 EEOC's right to process, in accordance with standard Commission procedures, charges filed by
5 individuals against American Seafoods alleging violations of Title VII. Charges include those
6 pending as of the effective date of this Consent Decree and filed in the future. Processing includes
7 the administrative investigation and conciliation and commencement of civil actions on the basis of
8 such charges.

9 For the duration of this Consent Decree, EEOC agrees that it will not require American
10 Seafoods to alter in any way (1) the Job Training and Promotion Program for Processors as set forth
11 in paragraphs 25 through 30 of this Consent Decree and (2) the training American Seafoods will
12 provide to employees regarding the implementation of the Job Training and Promotion Program for
13 Processors. In the event EEOC determines that American Seafoods is not following the procedures
14 set forth in this Consent Decree regarding implementation of the Job Training and Promotion
15 Program for Processors, EEOC will utilize the Dispute Resolution Procedures set forth in paragraph
16 49 of the Decree. EEOC specifically reserves the right to seek injunctive relief in connection with
17 any future charges of discrimination filed against American Seafoods, including damages and
18 injunctive relief against American Seafoods, except with respect to the two matters set forth above.

19 11. It is expressly agreed that if EEOC concludes that American Seafoods has failed to
20 comply with this Consent Decree, the Commission may bring an action in the United States District
21 Court for the Western District of Washington to enforce this Consent Decree after compliance with
22 the terms in Section VIII, Dispute Resolution Procedures.

23 12. In settlement of this lawsuit, American Seafoods and the plaintiffs have entered into a
24 separate agreement in which the defendant has agreed to pay a monetary amount for the release of all
25 of the plaintiffs' claims arising out of or related to this lawsuit.

26 **V. DEFINITION OF TERMS**

27 For the purposes of this Consent Decree the following definitions shall apply:

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1 13. "The Effective Date of This Consent Decree" is the date the Consent Decree is
2 approved by the United States District Court for the Western District of Washington.

3 14. Unless otherwise indicated, the word "days" refers to calendar days.

4 15. "Processor position" refers to those factory jobs that are paid on a percentage basis
5 on a scale from P1 to P5, with P1 being the highest paid "processor" job level.

6 16. "Daily rate position" refers to those jobs, both in and out of the factory, that are paid
7 on a percentage basis with a minimum pay guaranty or on a daily pay rate. Such jobs include deck
8 hand, , factory foreperson, surimi mixer, QC-filet, surimi QC, fishmeal tech, roe QC, combi, and
9 fishmeal foreperson, but shall not include Baader technicians and bosuns.

10 17. "Key Crew" refers to the master, fish master, mate, fish mate, bosun, chief engineer,
11 factory manager, factory foreperson and chief cook.

12 18. "Training opportunities" refers to a processor working in a daily rate position as a
13 trainee or a processor being trained by a daily rate employee such that a processor can obtain the
14 experience necessary for securing a daily rate position with American Seafoods.

15 19. "Consideration for a daily rate position" refers to American Seafoods' consideration
16 of promotion for a processor to a "daily rate position" based upon a review of a processor's Request
17 for Training Opportunities and/or Consideration for Daily Rate Position (Attachment B), review of a
18 processor's other work experience, and review of any other information necessary to promote a
19 qualified processor into a daily rate position.

20 20. "Formal or Informal Complaints" includes any complaint, whether written or oral,
21 made to a supervisory employee of American Seafoods.

22 VI. MONETARY RELIEF

23 21. In settlement of plaintiffs' claims for illness, Jones Act, general maritime and tort
24 law, employment discrimination, attorneys fees, costs, and all other claims alleged in the complaints
25 or related to this lawsuit, American Seafoods agrees to pay the plaintiffs \$1,250,000, less applicable
26 withholding required by law. Distribution of settlement funds will be handled by plaintiffs' private
27 counsel and American Seafoods.

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1 **VII. INJUNCTIVE RELIEF**

2 **A. COMPLIANCE WITH TITLE VII**

3 22. Defendant reaffirms its commitment to comply with Title VII and other federal anti-
4 discrimination statutes. In furtherance of this commitment, American Seafoods will monitor the
5 affirmative obligations of this Consent Decree. American Seafoods specifically agrees that it will
6 not discriminate against employees on the basis of national origin, race or ethnicity in any
7 employment decisions, including decisions regarding training opportunities, promotion
8 opportunities, and in the terms and conditions of employment.

9 23. Defendant will not retaliate against any employee for making a charge of
10 discrimination or for testifying, assisting, or participating in any investigation, proceeding, or
11 hearing associated with this lawsuit.

12 24. In recognition of its obligations under Title VII, American Seafoods will institute the
13 policies and practices set forth below.

14 **B. INSTITUTION OF MECHANISM TO PROVIDE EQUAL TRAINING AND**
15 **EMPLOYMENT OPPORTUNITIES FOR PROCESSORS**

16 25. American Seafoods shall establish a Job Training and Promotion Program for
17 Processors to increase the employment opportunities for processors. Within one hundred twenty
18 (120) days of the Effective Date of this Consent Decree American Seafoods will implement a new
19 policy and procedure for processors seeking training opportunities for the purpose of obtaining a
20 daily-rate position. The new Job Training and Promotion Program for Processors is attached to this
21 Consent Decree as Attachment A. The new program as set forth in Attachment A states that (1)
22 American Seafoods will provide training opportunities and/or consideration for placement in a daily
23 rate position to employees regardless of race, color, national origin and ethnicity; (2) employees who
24 seek training opportunities shall complete the form attached to this Consent Decree as Attachment B,
25 "Request for Training and/or Consideration for Daily Rate Position" and return it to Tammy French,
26 Vice President for Human Resources or, in the alternative, to American Seafoods' designated
27 representative provided that American Seafoods notifies EEOC in writing of the name and job title

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1 of the alternate designated representative; (3) American Seafoods will make selections for training
2 opportunities based upon a review of each "Request for Training and/or Consideration for Daily Rate
3 Position" and anticipated vacancies for daily-rate positions; (4) prior to the start of each season,
4 beginning with the 2000 A season, American Seafoods will provide written notification to all
5 employees who complete and return Attachment B of the names of those processors selected for
6 training opportunities; (5) American Seafoods will keep copies of each processor's "Request for
7 Training Opportunities and/or Consideration for Daily Rate Position" (Attachment B) in the
8 processor's personnel file and in a centralized file dedicated to training opportunities for processors
9 and consideration of processors for daily rate positions.

10 26. American Seafoods will act in good faith to promptly deliver a copy of Attachment
11 A, "Job Training and Promotion Program for Processors" and Attachment B, "Request for Training
12 and/or Consideration for Daily Rate Position," to each new and returning vessel crewmember
13 beginning with the 2000 A season. With any general pre-season mailings done by American
14 Seafoods, beginning with the 2000 A season, a letter from Tammy French, Vice President of Human
15 Resources, (Attachment C) will be sent to each new and returning vessel crew member which will
16 inform processors of American Seafoods' new Job Training and Promotion Program for Processors
17 and which will set forth the procedures for selection of processors for training and promotional
18 opportunities. The letter will instruct processors seeking training opportunities and/or consideration
19 for daily-rate positions that they must complete and return Attachment B to Tammy French, Vice
20 President of Human Resources, no later than thirty (30) days prior to the start of each season,
21 beginning with the 2000 A season to the extent practical or as soon as opportunities are identified. A
22 copy of Attachment B, "Request for Training and/or Consideration for Daily Rate Position" shall be
23 enclosed with the letter from Tammy French. The letter will also inform processors that selections
24 for training opportunities and placement in daily rate positions will be made no later than fifteen (15)
25 days before the start of each season, beginning with the 2000 A season to the extent practical.
26 Selected processors will be notified by mail and/or by telephone regarding the specifics of their
27 selection for a training opportunity or placement into a daily rate position and must respond within

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1 five (5) days to confirm acceptance and availability. Copies of Attachment A, "Job Training and
2 Promotion Program for Processors" and Attachment B, "Request for Training and/or Consideration
3 for Daily Rate Position," shall also be distributed (1) at each new employee orientation to any new
4 employee who has not previously received copies and (2) at each contract signing meeting with
5 returning crew to any attending crewmember who has not previously received copies.

6 27. Within one hundred twenty (120) days of the Effective Date of this Consent Decree,
7 American Seafoods will amend its Employee Handbook to include the new Job Training and
8 Promotion Program for Processors and will distribute the amended Employee Handbook to all
9 current employees and new hires.

10 28. Within one hundred twenty (120) days of the Effective Date of this Consent Decree,
11 all American Seafoods Key Crew members and American Seafoods human resource personnel
12 involved in recruitment efforts will sign the Acknowledgment Form (Attachment D) indicating that
13 he/she has received and understands American Seafoods new Job Training and Promotion Program
14 for Processors.

15 29. All Key Crew and American Seafoods' human resources personnel involved in
16 recruitment efforts hired after the amended policy takes effect will be required to sign the
17 Acknowledgment Form (Attachment D) within 10 days of hire.

18 30. American Seafoods will be required to follow the policies and procedures of the Job
19 Training and Promotion Program for Processors for the duration of this Consent Decree. American
20 Seafoods will collect and share with the EEOC data concerning the impact of the new policy and
21 procedures as set forth in Section VII, E, Reporting and Recordkeeping.

22 **C. TRAINING AND AWARENESS PROGRAM**

23 31. To further the purposes and requirements of this Consent Decree, American Seafoods
24 will provide training to all management and supervisory employees with regard to (1) the Job
25 Training and Promotion Program for Processors and (2) American Seafoods' policies and procedures
26 regarding discrimination and harassment.

27 32. The objectives of this training will be to convey to employees American Seafoods'

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1 commitment to the personnel policies and procedures established by this Consent Decree and to
2 provide information and guidance on how to carry out those policies, and for individual employees,
3 how to utilize the new policies and procedures. Each training session for vessel personnel will
4 include a videotaped presentation by a high ranking official within American Seafoods emphasizing
5 American Seafoods' commitment to conduct hiring, job assignment, training and promotion practices
6 in a non-discriminatory manner.

7 33. American Seafoods will utilize outside resources to assist with the development of this
8 training. As soon as possible after the Effective Date of the Consent Decree, the Commission,
9 American Seafoods, and any other individuals involved in developing the training will discuss the
10 objectives of the training and the concepts and approaches to be used. American Seafoods will
11 provide to the Commission, within ninety (90) days of the Effective Date of this Consent Decree, a
12 detailed outline of the training to be given. Within thirty (30) days of receipt of the outline the
13 Commission may provide any comments to American Seafoods with respect to the substance of the
14 training as outlined, which American Seafoods will consider. American Seafoods will provide to the
15 Commission a copy of the materials to be used in the training. American Seafoods will likewise
16 provide the Commission with any material revisions to such materials prior to implementing the
17 revisions. American Seafoods will provide information concerning the scheduled training locations,
18 dates, and times to the Commission.

19 34. The training outlined above will be conducted at (1) the orientation program for all
20 new hires, (2) at the contract signing held prior to the start of each season, and (3) at the training and
21 orientation session(s) held for key crew members, beginning prior to the start of the 2000 A season.

22 35. American Seafoods will continue to provide EEO materials and information
23 concerning its zero tolerance harassment policy to its employees through written memoranda and
24 through training communicated to all employees.

25 **D. ADMINISTRATION OF THE CONSENT DECREE**

26 36. American Seafoods will be fully responsible for implementing this Consent Decree.
27 American Seafood's President (currently Mike Hyde) shall have ultimate responsibility for

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1 implementation of the objectives under this Consent Decree. American Seafoods has appointed
2 Tammy French, American Seafoods' Vice President of Human Resources as its Consent Decree
3 Administrator.

4 37. To assist the Consent Decree Administrator in assuring compliance with the Consent
5 Decree, American Seafoods will make available outside resources on equal employment law and/or
6 practice.

7 38. American Seafoods will provide the Consent Decree Administrator with all support
8 necessary to carry out her duties under the Consent Decree, including:

- 9 a. Preparation of all reports required by the Consent Decree Administrator,
- 10 b. Administrative and professional support as needed; and,
- 11 c. Access to personnel officials, managers, and other employees.

12 39. The Consent Decree Administrator's major areas of responsibility will include:

- 13 a. Preparation and submission to EEOC of the reports on compliance with this
14 Consent Decree as set forth in Section VII, E, Reporting and Record Keeping;
- 15 b. Providing information to employees concerning American Seafood's new Job
16 Training and Promotion Program for Processors and American Seafood's obligations under the
17 Consent Decree;
- 18 c. Responding to employee inquiries concerning the provisions of this Consent
19 Decree;
- 20 d. Participating in training sponsored by American Seafoods, including that
21 provided for in this Consent Decree;
- 22 e. Investigating complaints regarding possible violations of the new policy and
23 procedures and reporting the results of the investigations to American Seafoods' President.
- 24 f. Issuing discipline to supervisors, managers, and any other employees for
25 Consent Decree violations and violations of American Seafoods non-discrimination and harassment
26 policy;
- 27 g. Participating in discussions held among the parties to implement the Consent

1 Decree, to resolve disputes under the Consent Decree or to otherwise amend the Consent Decree; and,
2 h. Periodically reviewing the operation of American Seafoods' new Job Training
3 and Promotion Program for Processors and identifying in writing to American Seafoods' President
4 any modifications or enhancements which serve to advance the purposes of this Consent Decree.

5 **E. REPORTING, RECORD KEEPING AND COMPLIANCE REVIEW**

6 40. The reports to be submitted by American Seafoods on a periodic basis as provided in
7 this Section will be forwarded so as to arrive at the Commission within thirty (30) days after the close
8 of the reporting period.

9 41. Within one hundred fifty (150) days after the Effective Date of this Consent Decree,
10 American Seafoods will provide the Commission with the following items:

11 a. A report confirming the date of the distribution to processors of copies of the
12 Job Training and Promotion Program (Attachment A), "Request for Training and/or Consideration for
13 Daily Rate Position" Form (Attachment B), and Letter from Tammy French, Vice President of
14 Human Resources, informing processors of American Seafoods' new Job Training and Promotion
15 Program and setting forth the procedures for selection of processors for training and promotional
16 opportunities (Attachment C). (Report 1A)

17 b. A report providing the name of each American Seafoods key crew member and
18 human resource personnel involved in recruitment efforts and the date he or she signed the
19 Acknowledgment Form (Attachment D). (Report 2A)

20 42. On a quarterly basis beginning within one hundred fifty (150) days of the Effective
21 Date of this Consent Decree, for a period of two years, American Seafoods will prepare and submit
22 the reports described below:

23 a. A report on training opportunities provided to processors: This report will
24 provide by vessel, the following information on each processor trained during the period: name, sex,
25 national origin, date of training, duration of training, name of daily rate position trained for, name and
26 sex of trainer(s) (if applicable). (Report 1B)

27 b. A report on placement of processors in daily rate positions: This report will

1 provide by vessel, the following information on each processor placed in a daily rate position during
2 the period: name, sex, national origin, date of placement in daily rate position, date employee
3 submitted Request for Training Opportunities and/or Consideration for Daily Rate Position
4 (Attachment B), name of daily rate position obtained, and pay rate. (Report 2B)

5 c. A report on internal and external complaints of national origin, race or ethnicity
6 discrimination and/or harassment. This report will provide for each such formal or informal complaint
7 filed and/or resolved during the period, the name, sex, and national origin, race or ethnicity of the
8 person making the complaint, the date the complaint was made, a description of the complaint, and
9 resolution or status of each complaint. Copies of any complaint made during the reporting period and
10 copies of documents relating to any complaints resolved during the period will be provided along
11 with the report. (Report 3B)

12 d. A report of all training activities held during the period. (Report 4B)

13 43. All records required by this Consent Decree will be retained by American Seafoods for
14 the duration of this Consent Decree. American Seafoods will also maintain records necessary to
15 demonstrate compliance with the provisions of this Consent Decree and to verify reports submitted,
16 which records shall include, but are not limited to:

17 a. All Requests for Training Opportunities and/or Consideration for Daily Rate
18 Position (Attachment B);

19 b. All Acknowledgment Forms (Attachment D);

20 c. Documents supporting the selection or nonselection of a processor for a
21 training opportunity or daily rate position, including Job Performance Evaluations and other pertinent
22 documents.

23 d. Documents supporting (1) the removal by American Seafoods of any processor
24 from a training opportunity; (2) the removal by American Seafoods of a processor from a daily rate
25 position; (3) the failure by American Seafoods to place a processor in a daily rate position after
26 completion of training, including Job Performance Evaluations and other pertinent documents.

27 e. Records concerning national origin, race or ethnicity discrimination and/or

1 harassment incidents or complaints, including documentary evidence and summaries of interviews
2 conducted during the investigations, and the findings, resolutions and/or conclusions reached;

3 f. Documents relating to any disciplinary action taken by American Seafoods
4 against any employee resulting from inappropriate conduct which could be construed as
5 discrimination and/or harassment of another employee on the basis of national origin, race or
6 ethnicity.

7 g. Documentation on individual and group training materials used during the
8 training sessions outlined in Section VII, C, Training and Awareness;

9 44. For the duration of this Consent Decree, the Commission shall have the right to
10 request information and conduct on-site reviews if the Commission determines such reviews are
11 necessary to effectuate the purposes of this Consent Decree, including conducting interviews,
12 attending training held pursuant to the Consent Decree, and examining documents and data
13 maintained by American Seafoods pursuant to this Consent Decree and Commission regulations for
14 the purpose of confirming compliance with this Consent Decree Order. The Commission agrees that
15 it will provide reasonable notice to American Seafoods' attorney prior to conducting any review.

16 45. After the expiration of this Consent Decree, records will be maintained by American
17 Seafoods as required by law and Commission regulations.

18 46. American Seafoods will also provide EEO-1 data as required by federal law.

19 **F. SETTLEMENT NOTICE**

20 47. Within one hundred twenty (120) days after the Effective Date of this Consent Decree,
21 American Seafoods will place a copy of the new Job Training and Promotion Program for Processors
22 (Attachment A) and a copy of the Request for Training Opportunities Form (Attachment B) in all
23 areas where the Company posts information on Company Policies and other pertinent Company
24 information, and will maintain this posting for the life of the Consent Decree.

25 48. The Company, in any employment advertisements that it may run, shall include
26 information that it is an equal opportunity employer.

27 **VIII. DISPUTE RESOLUTION PROCEDURES**

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1 49. Either party shall have the right to initiate an action pursuant to the Court's continuing
2 jurisdiction for an unresolved dispute or for non-compliance with any provision of the Consent
3 Decree, as follows:

4 a. If one party believes that there is an issue to resolve, it shall promptly give
5 notice, in writing, to the other party regarding (1) the specific provision, which it believes has not
6 been met, and (2) a complete factual statement of the issue.

7 b. The parties shall promptly undertake efforts to resolve the areas of dispute or
8 alleged non-compliance, through meetings, mediation or other appropriate means.

9 c. If one party determines that efforts to resolve the matter have failed, the party
10 so finding shall notify the other party in writing of such failure to resolve the matter and provide a
11 description of the facts and circumstances surrounding the matter.

12 d. The parties shall request that the Court appoint a mediator within forty-five
13 (45) days of receipt in writing of the notice of impasse. Discussions will be engaged in with the
14 assistance of the Court appointed mediator until the mediator determines that discussions are no
15 longer productive.

16 **IX. DECREE AMENDMENT PROCEDURES**

17 50. This Consent Decree may be modified by mutual written agreement between the
18 Commission and American Seafoods, or by motion to the Court.

19 51. Any modification to the Consent Decree is subject to approval by the Court.

20 **X. DURATION OF THE DECREE**

21 52. This Consent Decree will become effective on the date approved and signed by the
22 United States District Court, Western District of Washington, and will remain in effect for a period of
23 two (2) years until August 1, 2001. If either party petitions the Court for breach of the decree, and the
24 Court finds a violation of the terms of the decree, the Court may extend the duration of the decree.

25 **XI. RETENTION OF JURISDICTION**

26 53. The United States District Court for the Western District of Washington shall retain
27 jurisdiction over this matter for the duration of the Consent Decree.

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DATED this 3rd day of September, 1999.

C. GREGORY STEWART
General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Office of the General Counsel
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It is so ordered.

Sept. 21, 1999

*William L. Ruych
U.S. District Judge*