

CC: TO JUDGE ZG

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FILED
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FEB 15 2001 ZG
AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON DEPUTY

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8 IN THE UNITED STATES DISTRICT COURT
9 FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

10 EQUAL EMPLOYMENT OPPORTUNITY)
11 COMMISSION)
12 Plaintiff,)
13 v.)
14 PREMIER PACIFIC SEAFOODS, INC., and)
15 PHOENIX PROCESSOR L.L.P.,)
16 Defendants.)

NO. C00-184P
CONSENT DECREE

18 I. INTRODUCTION

20 1. This action originated with a discrimination charge filed by Vicente Gomez with the
21 Equal Employment Opportunity Commission ("EEOC"), alleging violations of Title VII of the Civil
22 Rights Act of 1964, 42 U.S.C. § 2000e, et seq. ("Title VII"). A copy of the charge is attached to this
23 Consent Decree as Exhibit 1.

24 2. The EEOC sent Premier Pacific and Phoenix Processor a Letter of Determination with a
25 finding of reasonable cause that Premier Pacific and Phoenix Processor violated Title VII. A copy of
26 the Letter of Determination is attached to this consent decree as Exhibit 2.
27

Handwritten notes:
Gomez, MSP, et al.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
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ORIGINAL

1 3. The Commission filed this lawsuit on February 8, 2000, in the United States District
2 Court for the Western District of Washington. The complaint alleges national origin discrimination
3 and retaliation.

4 4. The EEOC and defendants want to conclude all claims arising out of the above charge
5 without expending further resources in contested litigation.

6 II. NONADMISSION OF LIABILITY AND NONDETERMINATION BY THE COURT

7 5. This consent decree is not an admission of wrongdoing or an adjudication or finding on
8 the merits of the case.

9 III. SETTLEMENT SCOPE

10 6. This consent decree is the final and complete resolution of all allegations of unlawful
11 employment practices contained in Vicente Gomez's discrimination charge, in the EEOC's
12 administrative determinations, and in the complaint filed herein. The provisions in this consent
13 decree shall only apply to the Northwest Region of Premier Pacific and Phoenix Processor, meaning
14 the states of Alaska and Washington.

15 IV. MONETARY RELIEF

16 7. In settlement of this lawsuit, Premier Pacific and Phoenix Processor agree to pay Mr.
17 Gomez the sum of \$30,000, \$15,000 in back pay and \$15,000 for emotional distress damages, less
18 applicable withholding required by law.

19 V. CORRECTIVE MEASURES

20 A. General Provisions

21 8. Premier Pacific and Phoenix Processor reaffirm their commitment to comply with Title
22 VII of the Civil Rights Act of 1964. In furtherance of this commitment, the company shall monitor
23 the affirmative obligations of this consent decree. The terms of this consent decree apply to all
24 applicants and employees.

25 9. The companies will not retaliate against any applicant or employee for opposing a
26 practice deemed unlawful by Title VII or for making a charge, testifying, assisting, or participating
27

1 in any investigation, proceeding, or hearing associated with this action.

2 10. Premier Pacific and Phoenix Processor, their officers, agents, and employees shall not
3 engage in personnel practices which unlawfully discriminate against applicants and employees in
4 violation of Title VII. In recognition of its obligations under Title VII, Premier Pacific and Phoenix
5 Processor will institute the policies and practices set forth below.

6 B. Establishment of Policy and Procedures to Prevent Discrimination

7 11. Premier Pacific and Phoenix Processor will continue to implement policies against
8 discriminatory employment practices based on national origin and retaliation and will create an
9 internal grievance and complaint resolution procedure as outlined below. This policy will be
10 distributed to all present and future employees, both management and non-management, temporary
11 and permanent, beginning 45 days after entry of this decree and continuing for the duration of the
12 decree.

13 C. Internal Grievance Procedure

14 12. Premier Pacific and Phoenix Processor will maintain an internal grievance procedure for
15 applicants or employees who believe they have been discriminated against. These procedures will
16 also be set forth in the written policy discussed in paragraph 11 above. Consistent with the terms of
17 the grievance procedure:

- 18 a. The employee relations or human resources department ("the department") of
19 each defendant will investigate each employee and applicant complaint.
- 20 b. The department will document the steps taken in the investigation of each
21 complaint, as well as any action taken as a result of the investigation and, if no action is
22 taken, the reasons for not taking corrective action.
- 23 c. The department shall inform the complainant of the outcome of the investigation.
- 24 d. Within thirty (30) days after the end of each year for two years following the
25 date of entry of this decree, the companies will mail to EEOC a copy of each complaint
26 of discrimination along with a summary of the resolution of each complaint.
27

1 D. Title VII Training

2 13. The companies will develop and present to their human resources manager and staff and
3 also to managers and supervisors ^{D&B} ~~at its corporate offices,~~ at least six hours of Title VII training
4 annually during this consent decree's duration, according to the provisions of paragraph 14. The cost
5 of training shall be borne by the companies. The companies shall submit for EEOC approval an
6 outline of the training 30 days prior to the presentation.

7 14. The training will focus on what constitutes race, national origin, color, sex, religion, age,
8 disability, and retaliation discrimination under Title VII, the ADEA, and the ADA, and the training
9 will also include Premier Pacific's and Phoenix Processor's obligations under this consent decree.
10 This includes instruction to management on nondiscriminatory terms and conditions of employment
11 and consideration of proper procedures when terminating employees. The training will take place
12 within one hundred and eighty (180) days after entry of this consent decree and within thirty (30)
13 days after the one-year period following the entry of this consent decree.

14 15. Premier Pacific and Phoenix Processor will retain a record of the training programs (i.e.,
15 dates held and persons attended) and will provide copies of the records and training materials to the
16 EEOC within 30 days after the training.

17 E. Reporting

18 16. In addition to the reports required by paragraph 12(d), Premier Pacific and Phoenix
19 Processor shall submit a final report to EEOC 30 days before the consent decree expires containing a
20 statement that it has complied with all the terms of this consent decree.

21 F. Posting

22 17. The companies will post a notice, attached as Exhibit 3 to this consent decree. The
23 notice shall be posted on a centrally located bulletin board at corporate headquarters in Washington
24 for the duration of the consent decree.

25 VI. ENFORCEMENT

26 18. If the EEOC concludes that Premier Pacific or Phoenix Processor has breached this
27 agreement, it may bring an action in the United States District Court for the Western District of

1 Washington to enforce this consent decree. Before bringing an action for breach of the decree, the
2 EEOC shall first give the companies 60 days' notice. The EEOC and the companies shall use that 60-
3 day period for good faith efforts to resolve the matter.

4 VII. RETENTION OF JURISDICTION

5 19. The United States District Court for the Western District of Washington shall retain
6 jurisdiction over this matter for the duration of the decree.

7 VIII. DURATION AND TERMINATION

8 20. This decree shall be in effect for three years plus ninety (90) days, commencing with the
9 date the decree is filed. If the EEOC petitions the court for breach of agreement, and the court finds
10 the companies to be in violation of the terms of the consent decree, the court may extend this consent
11 decree.

12 IX. CONCLUSION

13 21. The provisions of this consent decree are not binding on the parties until the authorized
14 representatives of each party sign and the court enters the consent decree in the court.

15 The foregoing terms and conditions are agreed upon and stipulated to this ____ day of
16 February 15, 2001.

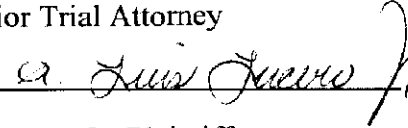
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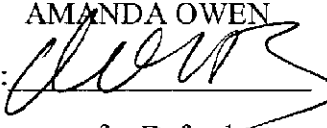
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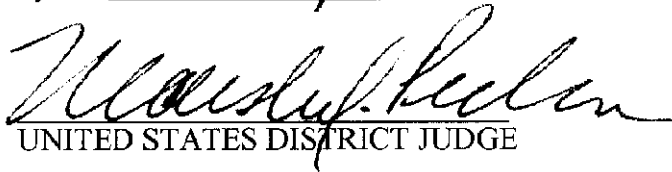
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ORDER APPROVING CONSENT DECREE

The Court having considered the foregoing stipulated agreement of the parties,
IT IS HEREBY ORDERED THAT the foregoing consent decree be, and the same
hereby is, approved as the final decree of this Court in full settlement of this action. This lawsuit is
hereby dismissed with prejudice. The Court retains jurisdiction of this matter for purposes of
enforcing the consent decree approved herein.

DATED this 20 day of February, 2001.


UNITED STATES DISTRICT JUDGE