

1
2
3
4
5 UNITED STATES DISTRICT COURT
6 EASTERN DISTRICT OF WASHINGTON

7 EQUAL EMPLOYMENT OPPORTUNITY
8 COMMISSION,

9 Plaintiff,

10 v.

11 GLOBAL HORIZONS, INC., d/b/a Global
12 Horizons Manpower, Inc.; GREEN ACRE
13 FARMS, INC.; VALLEY FRUIT ORCHARDS,
14 LLC; and DOES 1-10 inclusive,

15 Defendants.

No.: CV-11-3045-EFS

**ORDER GRANTING EEOC'S MOTION FOR
DEFAULT JUDGMENT (COMPENSATORY AND
PUNITIVE DAMAGES) AGAINST GLOBAL
HORIZONS INC. D/B/A/ GLOBAL
HORIZONS MANPOWER, INC.**

16 The Court previously entered an Order of Default against Global
17 for failure to enter a defense to the claims in the First Amended
18 Complaint (FAC). ECF No. 613. Later, it entered an Order Granting
19 Default Judgment in Part against Global but held it in abeyance pending
20 review of additional filings in support of the claimed compensatory and
21 punitive damages. ECF No. 667. EEOC filed its Supplemental Table in
22 Support of Plaintiff EEOC's Request for Damages For Default Judgment
23 Against Global, ECF No. 678, as well as a declaration in support of its
24 claims for damages on behalf of the claimants with forty-five
25 attachments, ECF No. 678-1-45, and its supplemental brief, ECF No. 678-
26 46. In preparing its earlier orders, the Court reviewed the earlier
declarations filed in support of EEOC's request of default judgment

1 against Global and for damages and requested the supplementation now
2 filed by EEOC.

3 Because of the entry of default judgment against Global, Global
4 is liable to EEOC on the asserted causes of action in the FAC with only
5 the issue of damages remaining. "The general rule of law is that upon
6 default the factual allegations of the complaint, except those relating
7 to the amount of damages, will be taken as true." *Geddes v. United Fin.*
8 *Grp.*, 559 F.2d 557, 560 (9th Cir. 1977); *see also* Fed. R. Civ. P. 8(b)(6)
9 ("An allegation—other than one relating to the amount of damages—is
10 admitted if a responsive pleading is required and the allegation is not
11 denied."). This general rule is also based on Federal Rule of Civil
12 Procedure 55(b), which governs the entry of default judgment and permits
13 a court to hold a hearing if necessary to determine the amount of
14 damages. *Geddes*, 559 F.2d at 560.

15 Accordingly, the factual allegations in the FAC establish the
16 liability of Global on the causes of action asserted. On the issue of
17 damages, the Court has reviewed the declarations and supplemental
18 declarations of the claimants filed in support of EEOC's request for
19 damages. EEOC requests an award of compensatory and punitive damages to
20 each claimant in the amount of \$300,000.00, as permitted by statute.
21 In determining damages, the Court understands that burden of proving
22 damages after a default has been entered "is relatively lenient." *Philip*
23 *Morris USA, Inc. v. Castleworld Prods., Inc.*, 219 F.R.D. 494, 498 (C.D.
24 Cal. 2003) (citing *Greyhound Exhibitgroup, Inc. v. E.L.U.L. Realty*
25 *Corp.*, 973 F.2d 155, 159 (2d Cir. 1992)).

1 Under 42 U.S.C. § 1981a(b)(3), an award of compensatory damages
2 is permitted for "emotional pain, suffering, inconvenience, mental
3 anguish, loss of enjoyment of life and other non-pecuniary losses," as
4 caused by the conduct of Global. A preponderance of evidence must
5 support a finding that compensatory damages were caused by the conduct
6 of Global.

7 In considering an award of punitive damages, the Court generally
8 considers the criteria recognized by the Supreme Court in *BMW of North*
9 *America, Inc. v. Gore*, 517 U.S. 559 (1996), as clarified in *State Farm*
10 *Mutual Automobile Insurance Co. v. Campbell*, 538 U.S. 408, 418 (2003):
11 "The most important indicium of the reasonableness of a punitive damages
12 award is the degree of reprehensibility of the defendant's conduct."
13 *Gore*, 517 U.S. at 575. The factors to be considered in determining
14 reprehensibility are whether: "the harm caused was physical as opposed
15 to economic; the tortious conduct evinced an indifference to or reckless
16 disregard of the health or safety of others; the target of the conduct
17 had financial vulnerability; the conduct involved repeated actions or
18 was an isolated incident; and the harm was the result of intentional
19 malice, trickery, or deceit, of mere accident." *Id.* at 576-577.
20 Punitive damages "are aimed at deterrence and retribution." *Campbell*,
21 538 U.S. at 416.

22 However, those cases dealt with the application of the Due Process
23 Clause of the Fourteenth Amendment to state common law punitive damage
24 awards rather than as here an action under Title VII of the Civil Rights
25 Act of 1964 and Title I of the Civil Rights Act of 1991, acts designed
26 to protect against unlawful employment practices on the basis of

1 national origin, race, and retaliation and to provide remedies. See
2 generally *Arizona v. Asarco, LLC*, 773 F.3d 1050 (9th Cir. 2014) (en
3 banc) (involving a due process challenge to a federal court jury verdict
4 of nominal damages and punitive damages under Title VII, which was then
5 reduced by the district court judge to the statutory maximum of
6 \$300,000).

7 The *en banc* Ninth Circuit *Asarco* court explained that due process
8 concerns and criteria expressed in both *Gore* and *Campbell* are met by
9 § 1981a because, “[T]he statute clearly sets forth the type of conduct,
10 and mind-set, a defendant must have to be found liable for punitive
11 damages. 42 U.S.C. § 1981a(b)(1) (“A complaining party may recover
12 punitive damages under this section against a respondent . . . if the
13 complaining party demonstrates that the respondent engaged in a
14 discriminatory practice or discriminatory practices with malice or with
15 reckless indifference to the federally protected rights of an aggrieved
16 individual.”). And § 1981a(b)(3) sets statutory caps on the award of
17 compensatory and punitive damages using a formula based on the number
18 of employees. 773 F.3d at 1056-57.

19 Guided by these principles, the Court now makes its Findings of
20 Fact:

- 21 1. Global intentionally recruited impoverished Thai workers for
22 its labor contracts in the United States believing that they
23 would be more manageable, less likely to complain about seizure
24 of their passports, less work than promised, or delay in wages
25 because they were desperate for the wages to pay off exorbitant
26

1 recruitment fees mortgaged by their property and often, the
2 property of their Thai relatives.

3 2. Global falsely promised Thai workers high wages and three years
4 of steady employment.

5 3. Global engaged in deception and deceit to obtain H-2A guest
6 worker visas for its contracts in the United States.

7 4. Prawnee Tubchumpol aka Som ("Prawnee") was Global's Director of
8 International Relations acting as the liaison among Global, the
9 Thai workers, and the Thai recruiting agents.

10 5. Upon arrival in the United States as part of the Global contract
11 to provide workers in Washington, Thai workers were required to
12 give their passports to the Global supervisors.

13 6. Global hired security guards to enforce its rules and monitor
14 the activities of the Thai workers in Washington during 2004
15 and 2005.

16 7. Global employed Sam Wongsesanit ("Sam") and Sam Prinya as on-
17 site field supervisors for the Washington labor contract.

18 8. Global employed Charlie Blevins ("Charlie") as its Operations
19 Manager at various farms in Washington.

20 9. Global supervisors Prawnee, Joseph, Monti, Chaiyot, and
21 Charlie, among others, regularly and consistently harassed and
22 intimidated the claimants with confiscation of passports,
23 imposition of curfews, prohibition of contact with outsiders,
24 threats of deportation to Thailand if they complained, violated
25 Global rules against communication with outsiders, violated
26 curfew, or tried to escape, and subjected the claimants to head

1 count to confirm that no claimant had left. Threats included
2 arrest and return to Thailand before completion of the contract
3 with devastating financial results because of the high
4 recruitment debt often secured by farms and property of the
5 claimants and their families.

6 10. On one occasion, Global supervisor Charlie yelled at them and
7 displayed a gun during a meeting with Thai workers after a visit
8 by an attorney causing fear among the Thai workers. On another
9 occasion, Mr. Thanakhum recalled that one of the Global
10 supervisors made a motion as if he was shooting the Thai workers
11 in the head.

12 11. Claimants were constantly pressured to work harder and faster
13 always with the threat of return to Thailand without completion
14 of the contract with all of the financial hardship that would
15 cause them and their families.

16 12. Claimants were told not to talk to inspectors or attorneys and
17 never to complain to either about working or living conditions
18 with the same threat of return to Thailand.

19 13. Those same Global supervisors used insulting terms such as
20 lizard and buffalo, both derogatory to Thais, and in particular,
21 insulted those Thai workers from Issa, an agricultural area of
22 northeastern Thailand as if they were lesser people.

23 14. One claimant, Mr. Nuansri, recalled that Chaiyot hit him with
24 a cane while berating him to work faster. When he grabbed the
25 cane causing Chaiyot to fall, he was retaliated against by
26 reassignment to more difficult work alone.

1 15. The Thai workers were given more difficult work and paid less
2 than Latino workers at the same work locations.

3 16. The claimants heard stories of fellow Thai workers who were
4 sent back to Thailand for consorting with a local Laotian. They
5 also saw that fellow workers who complained were then not given
6 work for a week. Such stories reinforced the threats of Global
7 supervisors to not communicate with outsiders.

8 17. The claimants were subjected to unsafe and overcrowded
9 transportation when it was made available. Frequently, they
10 were denied transportation to stores to buy food and to health
11 care facilities for medical attention to injuries and illnesses.

12 18. Global rented living facilities away from the orchards. These
13 facilities were substandard because they were too small for the
14 number of claimants assigned to them resulting in overcrowding;
15 these living quarters lacked adequate bathrooms and cooking
16 appliances, were unsanitary, and were bug infested, making them
17 virtually uninhabitable.

18 19. Frequently Global delayed payment of earned wages to the
19 claimants causing financial hardship to them and their families.

20 20. Global's pattern and practice of hostile work environment,
21 harassment, and discrimination as described above caused each
22 of the claimants several or more of these reactions: financial
23 distress, fear, anxiety, anger, intimidation, humiliation,
24 shame, and a variety of physical issues including headaches,
25 depression, loss of weight, sleeplessness, ulcers, and stomach
26 aches and finally, an unrelenting sense of imprisonment.

1 21. Given the uniformity of the reprehensible treatment of the
2 claimants by Global, each claimant was proximately caused
3 emotional distress and compensatory damages in the amount of
4 Five Thousand Dollars (\$5,000.00) per month for each month
5 worked for Global in Washington on the contract with the Grower
6 Defendant orchards. In several specific cases, a claimant
7 suffered greater compensatory damage for ulcers or other
8 specific damage in a slightly greater amount—\$5,500.00 per
9 month. The Court has compiled a chart of the compensatory damage
10 awards it found Global's conduct caused each claimant.

11 22. Sayan Chuaytua, Bunwan Chaidabot, Meechok Chanphut, Phongsak
12 Kununtha, Manit Lepol, Suwit Mikaeob, Chuangchot Muad Otton,
13 Phichet Phanthasri, Suthat Promnonsri, Narong Srinongkhot,
14 Bunthang Surivong, Radchawee Suwansing, Mongkhonsak Thanakhun,
15 and Phanuphong Wongworn all were detained by police for almost
16 an entire day. This is exactly what Global supervisors
17 constantly threatened them with. As a result, in addition to
18 the emotional distress Global's other actions described above
19 caused them, they also suffered understandable fear and anxiety
20 as a result due to the possibility they would be sent home to
21 Thailand causing financial hardship for them and their families
22 and shame. This caused each of them an additional compensatory
23 damage in the amount Two Thousand Five Hundred dollars
24 (\$2,500.00). This additional damage award to each of these
25 claimants is included in the chart of compensatory damage
26 awards.

1 23. Section 1981a(b)(1) provides in pertinent part, "A complaining
2 party may recover punitive damages under this section against
3 a respondent . . . if the complaining party demonstrates that
4 the respondent engaged in a discriminatory practice or
5 discriminatory practices with malice or with reckless
6 indifference to the federally protected rights of an aggrieved
7 individual." 42 U.S.C. § 1981a(b)(1).

8 24. This punitive damages provision has been in existence since
9 1991. "Since that time, employers have been on notice regarding
10 the type of conduct that could subject them to liability, the
11 level of mental culpability or intentionality required and the
12 dollar amount to which they could be subjected, if they violated
13 the law." *Arizona v. Asarco, LLC*, 773 F.3d 1050, 1057 (9th Cir.
14 2014).

15 25. Global's conduct as found above was clearly and convincingly
16 both malicious and with reckless indifference to the federally
17 protected rights of each of the claimants herein. Additionally,
18 using the standards articulated in both *Gore* and *State Farm*,
19 the Court finds that Global's conduct was with reckless
20 indifference to or with disregard of the health and safety of
21 the claimants who were targeted by Global because of their
22 ethnicity and financial vulnerability on a repeated basis over
23 months. Therefore, the claimants are entitled to an award of
24 punitive damages as allowed by 42 U.S.C. § 1981a(b)(1)&(3).

25 26. "The purposes of punitive damages are to punish a defendant and
26 to deter similar acts in the future. Punitive damages may not

1 be awarded to compensate a plaintiff. . . . You may award
2 punitive damages only if you find that the defendant's conduct
3 that harmed the plaintiff was malicious, oppressive or in
4 reckless disregard of the plaintiff's rights. Conduct is
5 malicious if it is accompanied by ill will, or spite, or if it
6 is for the purpose of injuring the plaintiff. Conduct is in
7 reckless disregard of the plaintiff's rights if, under the
8 circumstances, it reflects complete indifference to the
9 plaintiff's safety or rights, or if the defendant acts in the
10 face of a perceived risk that its actions will violate the
11 plaintiff's rights under federal law. An act or omission is
12 oppressive if the defendant injures or damages or otherwise
13 violates the rights of the plaintiff with unnecessary harshness
14 or severity, such as by the misuse or abuse of authority or
15 power or by the taking advantage of some weakness or disability
16 or misfortune of the plaintiff." Ninth Circuit Manual of Model
17 Civ. Jury Instr. No. 5.5 (2016).

18 27. The Court finds that Global's treatment of each claimant as
19 found immediately hereinabove justifies an award of punitive
20 damages in the amount of Fifteen Thousand Dollars (\$15,000.00)
21 to each claimant for each month worked for Global in Washington
22 on the contract with the Grower Defendant orchards. As to
23 Detnarong Nuansri, who was struck by a cane by Global
24 supervisor, the Court awards punitive damages in the amount of
25 Sixteen Thousand Dollars (\$16,000.00) for each month worked.
26 Additionally, to each claimant arrested as identified in Finding

of Fact 22, the Court awards an additional Seven Thousand Five Hundred Dollars (\$7,500.00) in punitive damages.

28. The total award of damages both compensatory and punitive is: Seven Million, Six Hundred Fifty-Eight Thousand, Five Hundred Dollars (7,658,500.00). That amount is detailed below as follows:

Claimant	Summary	Compensatory Damages Amount awarded	Punitive Damages Awarded	Total Damages awarded
Wichai Charoen	Worked for Global for twenty-eight months of which nine were at the Grower Defendant Orchards.	\$5,500/month	\$15,000/month	
	Total:	\$49,500.00	\$135,000.00	\$184,500.00
Natthakan Chinnawan	Worked for Global for sixteen months of which five were at the Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$25,000.00	\$75,000.00	\$100,000.00
Sayan Chuaytua	Worked for Global for sixteen	\$5,500/month For physical injuries and \$2,500 for one day	\$15,000/month \$7,500 for one day of police detention	

	months of which five were at the Grower Defendant orchards.	of police detention		
	Total:	\$30,000.00	\$82,500.00	\$112,500.00
Jare Chuenjaichon	Worked for Global for seven months all at the Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$35,000.00	\$105,000.00	\$140,000.00
Chao Amattat	Worked at Global for five months all at the Grower Defendant Orchards.	\$5,000/month	\$15,000/month	
	Total:	\$25,000.00	\$75,000.00	\$100,000.00
Bunwan Chaidabot	Worked for Global for about nineteen months of which seven were at the Grower Defendant Orchards.	\$5,000/month Plus \$2,500 for one-day of police detention	\$15,000/month Plus \$7,500 for one-day of police detention	
	Total:	\$37,500.00	\$112,500.00	\$150,000.00
Chaiput Chaipayang	Worked for Global for	\$5,000/month	\$15,000/month	

1		twenty-			
2		seven			
3		months of			
4		which			
5		seven			
6		were at			
7		the			
8		Grower			
9		Defendant			
10		Orchards.			
11		Total:	\$35,000.00	\$105,000.00	\$140,000.00
12					
13	Chukiat	Worked	\$5,000/month	\$15,000/month	
14	Chamnansarn	for			
15		Global			
16		for			
17		thirteen			
18		months of			
19		which			
20		seven			
21		were at			
22		the			
23		Grower			
24		Defendant			
25		Orchards.			
26		Total:	\$35,000.00	\$105,000.00	\$140,000.00
	Bunchuai	Worked	\$5,000/month	\$15,000/month	
	Chanaphai	for			
		Global			
		for five			
		months			
		all at			
		the			
		Grower			
		Defendant			
		Orchards.			
		Total:	\$25,000.00	\$75,000.00	\$100,000.00
	Cheotehai	Worked	\$5,000/month	\$15,000/month	
	Chumphang	for			
		Global			
		for five			
		months			
		all at			
		the			
		Grower			
		Defendant			
		orchards.			
		Total:	\$25,000.00	\$75,000.00	\$100,000.00

1	Duangkaew Khongehai	Worked for Global for five months all at the Grower Defendant orchards.	\$5,000/month	\$15,000/month	
2					
3					
4					
5					
6		Total:	\$25,000.00	\$75,000.00	\$100,000.00
7	Chit Intip	Worked for Global for twenty months, of which six were at the Grower Defendant orchards.	\$5,000/month	\$15,000/month	
8					
9					
10					
11					
12					
13		Total:	\$30,000.00	\$90,000.00	\$120,000.00
14	Phiphop Khamkaeo	Worked for Global fourteen months of which eight were at the Grower Defendant orchards.	\$5,000/month	\$15,000/month	
15					
16					
17					
18					
19					
20		Total:	\$40,000.00	\$120,000.00	\$160,000.00
21	Banjoed Khangwilai	Worked for Global for fourteen months of which two were at the Grower	\$5,000/month	\$15,000/month	
22					
23					
24					
25					
26					

	Defendant orchards.			
	Total:	\$10,000.00	\$30,000.00	\$40,000.00
Marut Kongpia	Worked for Global for five months all at the Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$25,000.00	\$75,000.00	\$100,000.00
Narong Krengchai	Worked for Global for twelve months of which six were at the Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$30,000.00	\$90,000.00	\$120,000.00
Phiroom Krinsoognoen	Worked for Global for twenty-two months of which four were at the Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$20,000.00	\$60,000.00	\$80,000.00
Phongsak Kununtha	Worked for Global for twenty-seven	\$5,000/month Plus \$2,500 for one day of police detention	\$15,000/month Plus \$7,500 for one day of police detention	

	months of which nine months were at the Grower Defendant orchards.			
	Total:	\$47,500.00	\$142,500.00	\$190,000.00
Chakkaphong Laebua	Worked for Global for twenty-two months of which four were at the Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$20,000.00	\$60,000.00	\$80,000.00
Arwuth Lainok	Worked for Global for twenty-four months of which four were at the Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$20,000.00	\$60,000.00	\$80,000.00
Manit Lepol	Worked for Global for nineteen months of which nine were at the Grower	\$5,000/month Plus \$2,500 for one-day of police detention	\$15,000/month Plus \$7,500 for one-day of police detention	

	Defendant orchards.			
	Total:	\$47,500.00	\$142,500.00	\$190,000.00
Praphan Lomajan	Worked for Global for twenty-two months of which eight were at the Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$40,000.00	\$120,000.00	\$160,000.00
Pornchai Mangsa	Worked for Global for twenty-seven months of which three were at the Grower Defendant orchards.	\$5,500/month because of physical symptoms	\$15,000/month	
	Total:	\$16,500.00	\$45,000.00	\$61,500.00
Phaibun Manisaeng	Worked for Global for twenty-two months of which two were at the Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$10,000.00	\$30,000.00	\$40,000.00

1	Nookra Matwiset	Worked for Global for fifteen months of which five were at the Grower Defendant orchards.	\$5,000/month	\$15,000/month	
2					
3					
4					
5					
6					
7		Total:	\$25,000.00	\$75,000.00	\$100,000.00
8	Twae Metha	Worked for Global for eight months all at the Grower Defendant orchards.	\$5,000/month	\$15,000/month	
9					
10					
11					
12					
13		Total:	\$40,000.00	\$120,000.00	\$160,000.00
14	Detnarong Nuansri	Worked for Global for four months all at the Grower Defendant orchards.	\$5,500/month Damages more due to having been hit with cane and physical problems	\$16,000/month Damages more due to having been hit with cane and physical problems	
15					
16					
17					
18					
19		Total:	\$22,000.00	\$64,000.00	\$86,000.00
20	Weeraphan Panyasen	Worked at Global for nine months all at the Grower Defendant orchards.	\$5,000/month	\$15,000/month	
21					
22					
23					
24					
25		Total:	\$45,000.00	\$135,000.00	\$180,000.00
26	Phichet Phanthasri	Worked for	\$5,000/month	\$15,000/month	

1		Global	Plus \$2,500	Plus \$7,500	
2		for	for one day	for one day	
3		twenty-	of police	of police	
4		six	detention	detention	
5		months of			
6		which ten			
7		were at			
8		the			
9		Grower			
10		Defendant			
11		orchards.			
12		Total:	\$52,500.00	\$157,500.00	\$210,000.00
13					
14	Bunhom	Worked			
15	Philuk	for			
16		Global			
17		for			
18		fifteen			
19		months of			
20		which <u>six</u>			
21		<u>days</u> were			
22		at the			
23		Grower			
24		Defendant			
25		orchard.			
26		Total:	\$1,000.00	\$3,000.00	\$4,000.00
	Saiyan	Worked	\$5,000/month	\$15,000/month	
	Photong	for			
		Global			
		for			
		twenty-			
		three			
		months of			
		which two			
		were at			
		the			
		Grower			
		Defendant			
		orchards.			
		Total:	\$10,000.00	\$30,000.00	\$40,000.00
	Saharat	Worked	\$5,000/month	\$15,000/month	
	Prasertang	for			
		Global			
		for			
		twenty-			
		six			
		months of			
		which			
		seven			

1		were at			
2		the			
3		Grower			
4		Defendant			
5		orchards.			
6		Total:	\$35,000.00	\$105,000.00	\$140,000.00
7					
8	Suthat	Worked	\$5,000/month	\$15,000/month	
9	Promnonsri	for	Plus \$2,500	Plus \$7,500	
10		Global	for one day	for one day	
11		for	of police	of police	
12		twenty-	detention	detention	
13		five			
14		months of			
15		which			
16		eight			
17		were at			
18		the			
19		Grower			
20		Defendant			
21		orchards.			
22		Total:	\$42,500.00	\$127,500.00	\$170,000.00
23					
24	Supap	Worked	\$5,000/month	\$15,000/month	
25	Promson	for			
26		Global			
		for			
		fifteen			
		months of			
		which			
		nine were			
		at the			
		Grower			
		Defendant			
		orchards.			
		Total:	\$45,000.00	\$135,000.00	\$180,000.00
	Prachon	Worked	\$5,000/month	\$15,000/month	
	Ratanarak	for			
		Global			
		for			
		twenty-			
		six			
		months of			
		which			
		seven			
		were at			
		the			
		Grower			
		Defendant			
		orchards.			

	Total:	\$35,000.00	\$105,000.00	\$140,000.00
2	Saiam Rodpham	Worked for Global for twenty-seven months of which two were at the Grower Defendant orchards.	\$5,000/month	\$15,000/month
9	Total:	\$10,000.00	\$30,000.00	\$40,000.00
10	Aran Saengvan	Worked for Global for fourteen months of which three were at the Grower Defendant orchards.	\$5,000/month	\$15,000/month
16	Total:	\$15,000.00	\$45,000.00	\$60,000.00
17	Bunthai Sareewong	Worked for Global for twenty-nine months of which three were at the Grower Defendant orchard.	\$5,000/month	\$15,000/month
24	Total:	\$15,000.00	\$45,000.00	\$60,000.00
25	Thanit Sriboran	Worked for Global	\$5,000/month	\$15,000/month

	for twenty- seven months of which seven were at the Grower Defendant orchards.			
	Total:	\$35,000.00	\$105,000.00	\$140,000.00
Narong Srinongkhot	Worked for Global for twenty- three months of which nine were at Grower Defendant orchards.	\$5,000/month Plus \$2,500 for one day of police detention	\$15,000/month Plus \$7,500 for one day of police detention	
	Total:	\$47,500.00	\$142,500.00	\$190,000.00
Jantha Sripakho	Worked for Global for seven months all at Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$35,000.00	\$105,000.00	\$140,000.00
Somphong Suebphang	Worked for twenty- two months for Global of which three were at Grower Defendant orchards.	\$5,000/month	\$15,000/month	

	Total:	\$15,000.00	\$45,000.00	\$60,000.00
2	Bunthang Surivong	Worked for Global for twenty-nine months of which eight were at Grower Defendant orchards.	\$5,000/month Plus \$2,500 for one day of police detention	\$15,000/month Plus \$7,500 for one day of police detention
	Total:	\$42,500.00	\$127,500.00	\$170,000.00
10	Radchawee Suwansing	Worked for Global for fifteen months of which eight were at the Grower Defendant orchards.	\$5,000/month Plus \$2,500 for one day of police detention	\$15,000/month Plus \$7,500 for one day of police detention
	Total:	\$42,500.00	\$127,500.00	\$170,000.00
17	Anan Tawan	Worked eight months for Global of which three were at Grower Defendant orchards.	\$5,000/month	\$15,000/month
	Total:	\$15,000.00	\$45,000.00	\$60,000.00
24	Mongkhonsak Thanakhun	Worked for Global for twenty-six	\$5,000/month Plus \$2,500 for one day of police detention	\$15,000/month Plus \$7,500 for one day of police detention

	months of which eight were at Grower Defendant orchards.			
	Total:	\$42,500.00	\$127,500.00	\$170,000.00
Natthachai Thatkaeo	Worked for Global for twenty-three months of which three were at Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$15,000.00	\$45,000.00	\$60,000.00
Praiwan Thongbai	Worked for Global for nine months of which five were at Grower Defendant orchards	\$5,000/month	\$15,000/month	
	Total:	\$25,000.00	\$75,000.00	\$100,000.00
Thinnakorn Thongkham	Worked for Global for twelve months of which six were at Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$30,000.00	\$90,000.00	\$120,000.00
Anurat Truatnok	Worked for	\$5,000/month	\$15,000/month	

1		Global			
2		for			
3		twenty-			
4		six			
5		months of			
6		which			
7		eight			
8		were at			
9		Grower			
10		Defendant			
11		orchards.			
12		Total:	\$40,000.00	\$120,000.00	\$160,000.00
13					
14	Somesak Wongkaeo	Worked	\$5,000/month	\$15,000/month	
15		for			
16		Global			
17		for			
18		twenty-			
19		two			
20		months of			
21		which			
22		three			
23		were at			
24		Grower			
25		Defendant			
26		orchards.			
27		Total:	\$15,000.00	\$45,000.00	\$60,000.00
28					
29	Athip Wongsanoa	Worked	\$5,000/month	\$15,000/month	
30		for			
31		Global			
32		for			
33		twelve			
34		months of			
35		which			
36		three			
37		were at			
38		Grower			
39		Defendant			
40		orchards.			
41		Total:	\$15,000.00	\$45,000.00	\$60,000.00
42					
43	Phanuphong Wongworn	Worked	\$5,000/month	\$15,000/month	
44		for	Plus \$2,500	Plus \$7,500	
45		Global	for one day	for one day	
46		for	of police	of police	
47		twenty-	detention	detention	
48		six			
49		months of			
50		which			
51		eight at			

	Grower Defendant orchards.			
	Total:	\$42,500.00	\$127,500.00	\$170,000.00
Pradit Yimsangog	Worked for Global for sixteen months of which six were at Grower Defendant orchards	\$5,000/month	\$15,000/month	
	Total:	\$30,000.00	\$90,000.00	\$120,000.00
Chuangchot Muad Otton	Worked for Global for twenty- seven months of which seven were at Grower Defendant orchards.	\$5,000/month Plus \$2,500 for one day of police detention	\$15,000/month Plus \$7,500 for one day of police detention	
	Total:	\$37,500.00	\$112,500.00	\$150,000.00
Suwit Mikaeob	Worked for Global for twenty- eight months of which seven were at Grower Defendant orchards.	\$5,000/month Plus \$2,500 for one day of police detention	\$15,000/month Plus \$7,500 for one day of police detention	
	Total:	\$37,500.00	\$112,500.00	\$150,000.00
Apichat Peayer	Worked for Global	\$5,000/month	\$15,000/month	

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26

	for sixteen months of which seven were at Grower Defendant orchards.			
	Total:	\$35,000.00	\$105,000.00	\$140,000.00
Samian Hanchat	Worked for Global for twenty-two months of which four were at Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$20,000.00	\$60,000.00	\$80,000.00
Sathaporn Kongkaew	Worked for Global for nine months of which three were at Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$15,000.00	\$45,000.00	\$60,000.00
Suraphon Suwanna	Worked for Global for twelve months of which seven were at the Grower Defendant orchards.	\$5,000/month	\$15,000/month	

	Total:	\$35,000.00	\$105,000.00	\$140,000.00
2	Meechok Chanphut	Worked for Global for twenty-eight months of which eight were at Grower Defendant orchards.	\$5,000/month Plus \$2,500 for one day of police detention	\$15,000/month Plus \$7,500 for one day of police detention
	Total:	\$42,500.00	\$127,500.00	\$170,000.00
10	Thanasack Nidkratok	Worked for Global for twenty-three months of which two were at Grower Defendant orchards.	\$5,000/month	\$15,000/month
	Total:	\$10,000.00	\$30,000.00	\$40,000.00
17	Watcharepong Kaewkasee	Worked for Global for twenty-six months of which five were at Grower Defendant orchards.	\$5,000/month	\$15,000/month
	Total:	\$25,000.00	\$75,000.00	\$100,000.00
24	Wichit Srimart	Worked for Global for twenty-two	\$5,000/month	\$15,000/month

	months of which two were at Grower Defendant orchards.			
	Total:	\$10,000.00	\$30,000.00	\$40,000.00
Chairat Srinakrungsri	Worked for Global for nineteen months of which two were at Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$10,000.00	\$30,000.00	\$40,000.00
Anukorn Srijan	Worked for Global for seven months all at the Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$35,000.00	\$105,000.00	\$140,000.00
Laphit Khodthanasri	Worked for Global for five months all at Grower Defendant orchards.	\$5,000/month	\$15,000/month	
	Total:	\$25,000.00	\$75,000.00	\$100,000.00

///

//

/

1 Accordingly, **IT IS HEREBY ORDERED:**

- 2 1. The EEOC's Motion for Default Judgment Against Defendant
3 Global Horizons, Inc. d/b/a Global Horizons Manpower, Inc.,
4 **ECF No. 619**, is **GRANTED**.
- 5 2. The Clerk's Office is to enter **default judgment** in the EEOC's
6 favor against Global Horizons for: **Seven Million, Six Hundred**
7 **Fifty-Eight Thousand, Five Hundred Dollars (7,658,500.00)**.
- 8 3. All pending motions and hearings are **STRICKEN**.
- 9 4. This file shall be **CLOSED**.

10 **IT IS SO ORDERED.** The Clerk's Office is directed to enter this
11 Order and provide copies to counsel.

12 **DATED** this 26th day of April 2016.

13
14 _____
s/Edward F. Shea

EDWARD F. SHEA

15 Senior United States District Judge
16
17
18
19
20
21
22
23
24
25
26