





1 discrimination complaints.

2 **III. RELEASE OF CLAIMS**

3 A. This Decree fully and completely resolves all issues, claims and  
4 allegations by the EEOC that have been raised or could have been raised in the  
5 Complaint filed in the above-captioned case as against all parties.

6 B. Nothing in this Decree shall be construed to preclude any party from  
7 bringing suit to enforce this Decree if any party hereto fails to perform the  
8 promises and representations contained herein.

9 C. Nothing in this Decree shall be construed to limit or reduce any  
10 obligations to comply fully with Title VII or any other federal employment statute.

11 D. This Decree in no way affects the EEOC's right to bring, process,  
12 investigate or litigate other charges that may be in existence or may later arise  
13 against any party in accordance with standard EEOC procedures. This Decree shall  
14 in no way hinder or affect an individual's right to file a charge with the EEOC or  
15 applicable state agency, participate in a federal or state investigation, or the  
16 EEOC's investigation and determinations into such charges.

17 **IV. JURISDICTION**

18 A. The Court has jurisdiction over the parties and the subject matter of  
19 this lawsuit. The Complaint asserts claims that, if proven, would authorize the  
20 Court to grant the equitable relief set forth in this Decree.

21 B. The terms and provisions of this Decree are fair, reasonable and just.

22 C. This Decree conforms to the Federal Rules of Civil Procedure and any  
23 other federal statute(s), and is not in derogation of the rights or privileges of any  
24 person.

25 D. The Court shall retain jurisdiction of this action during the duration of  
26 the Decree for the purposes of entering all orders, judgments and decrees that may  
27 be necessary to implement the relief provided herein.

28

1           **V. EFFECTIVE DATE AND DURATION OF DECREE**

2           A.     The provisions and agreements contained herein are effective  
3 immediately upon the date which this Decree is entered by the Court (“the  
4 Effective Date”).

5           B.     Except as otherwise provided herein, this Decree shall remain in  
6 effect for three (3) years after the Effective Date.

7           **VI. MODIFICATION AND SEVERABILITY**

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

12          B.     If one or more provisions of the Decree are rendered unlawful or  
13 unenforceable, the parties shall make good faith efforts to agree upon appropriate  
14 amendments to this Decree to effectuate the purposes of the Decree. In any event,  
15 the remaining provisions will remain in full force and effect unless the purposes of  
16 the Decree cannot, despite the parties’ best efforts, be achieved.

17          C.     The Parties agree that this Decree may be amended or modified in the  
18 interests of justice and fairness to effectuate the provisions of this Decree.

19           **VII. COMPLIANCE AND DISPUTE RESOLUTION**

20          A.     The parties expressly agree that if the EEOC has reason to believe that  
21 Defendant has failed to comply with any provision of this Consent Decree, the  
22 EEOC may bring an action before this Court to enforce the Decree. Prior to  
23 initiating such action, the EEOC will notify Defendant and its legal counsel of  
24 record, in writing, of the nature of the dispute. This notice shall specify the  
25 provision(s) of the Consent Decree that the EEOC believes Defendant has  
26 breached along with the reason and basis of the alleged breach. Absent a showing  
27 by either party that the delay will cause irreparable harm, Defendant shall have  
28 thirty (30) days to attempt to resolve or cure the breach, however, the parties can

1 agree to extend this period upon mutual consent.

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

4 C. After thirty (30) days have passed with no resolution or agreement to  
5 extend the time further, the EEOC may petition this Court for resolution of the  
6 dispute, seeking all available relief, including an extension of the term of the  
7 Decree for such time period as Defendant is shown to be in breach of the Decree  
8 and the EEOC's costs and attorneys' fees incurred in securing compliance with the  
9 Decree.

## 10 **VIII. MONETARY AND CLAIMANT SPECIFIC RELIEF**

### 11 **A. Monetary Relief**

12 1. In settlement of this lawsuit, Defendant shall pay the gross sum of  
13 \$82,500 ("Total Settlement Amount") in total monetary relief as follows:

14 a. Charging Party Breane Wingfield shall be paid a total of \$  
15 50,000 which shall be designated as non-wage compensation and no tax-  
16 withholding shall be made. The initial payment to Breane Wingfield of \$45,000  
17 shall be paid on or before the thirtieth (30th) days following the Effective Date of  
18 the Consent Decree. The second payment of \$5,000.00 shall be paid on or before  
19 the ninetieth (90<sup>th</sup>) day following the Effective Date of the Consent Decree.

20 Defendant shall prepare and distribute Form 1099 or equivalent tax reporting  
21 forms to Breane Wingfield and shall make the appropriate reports to the Internal  
22 Revenue Service and other tax authorities.

23 b. The remainder of the Total Settlement Amount or \$32,500 shall  
24 be designated as a "Class Fund" to provide compensation to individuals ("Class  
25 Members") that the EEOC determines to be entitled to relief in this action. On or  
26 before the ninetieth (90<sup>th</sup>) day following the Effective Date of the Consent Decree,  
27 an amount of \$4,375.00 shall be deposited into a Class Fund Escrow Account.  
28 Thereafter, on the one hundred and eightieth (180<sup>th</sup>), two hundred and seventieth

1 (270<sup>th</sup>) day, and three hundred and sixtieth day following the Effective Date of the  
2 Consent Decree, an equal amount of \$9,375.00 shall be deposited into the Class  
3 Fund Escrow Account. Defendant shall deposit these monies into a Class Fund  
4 Escrow Account and provide the EEOC with written verification of the funding  
5 within ten (10) business days thereafter. Within 15 days of the EEOC's notification  
6 of the identity and contact information of the Class Members, Defendant shall pay  
7 the Class Member the specified amount in non-wage compensatory damages.

8 EEOC shall retain sole discretion to determine distribution of monies from  
9 the Class Fund Escrow Account to the Class Member(s). The amount identified as  
10 compensatory damages shall be designated as non-wage compensation and no tax-  
11 withholding shall be made. Defendant shall prepare and distribute Form 1099 or  
12 equivalent tax reporting forms to the identified Class Member and shall make the  
13 appropriate reports to the Internal Revenue Service and other tax authorities.

14 2. The EEOC shall provide the address of Breane Wingfield to which the  
15 checks should be sent. Within thirty (30) days following the Effective Date of the  
16 Consent Decree, Defendant shall forward, via Certified U.S. Mail, a check in the  
17 amount of \$45,000 to Breane Wingfield; and then a check in the amount of \$5,000  
18 to Breane Wingfield on or before the ninetieth (90<sup>th</sup>) day of the Effective Date of  
19 the Consent Decree. Within 15 days of the EEOC's notification of the identity and  
20 contact information of the Class Members, Defendant shall forward, via Certified  
21 U.S. Mail, a check to the Class Member(s) identified and in the amount designated  
22 by the EEOC, subject to the funding of the Class Fund Escrow Account.

23 3. Within five (5) business days of the issuance of the check to Breane  
24 Wingfield and to any Class Member, Defendant shall submit a copy of the check  
25 and related correspondence to the Regional Attorney, Anna Y. Park, U.S. Equal  
26 Employment Opportunity Commission, 255 East Temple Street, 4<sup>th</sup> Floor, Los  
27 Angeles, CA 90012.

28 4. If Defendant breaches the payment terms set forth above, Defendant

1 shall have five (5) business days from its receipt of the EEOC's notice of  
2 Defendant's breach to cure. If Defendant fails to cure the breach within the time  
3 stated above, the remainder of the Total Settlement Amount the remaining amounts  
4 shall be due and payable immediately.

5 5. Any undistributed funds in the Class Fund Escrow Account shall be  
6 donated by the end of the Consent Decree to a charity serving pregnant and/or low-  
7 income women that is mutually agreed to by the parties.

8 **B. Victim-Specific Relief**

9 1. Defendant shall purge from the employment records of Breane  
10 Wingfield and any identified class member(s) any negative warnings, discipline, or  
11 other negative references related to the incidents set forth in the Complaint during  
12 the time of their employment with Defendant.

13 2. If an inquiry is made into the employment of Breane Wingfield and  
14 any identified class member(s), the only information that shall be disclosed will be  
15 the dates of their employment, the position(s) held, and that their job performance  
16 was satisfactory.

17 **IX. GENERAL INJUNCTIVE RELIEF**

18 **A. Non-Discrimination**

19 Defendant and its successors and assigns are enjoined from discriminating  
20 against its employees in violation of Title VII, including the Pregnancy  
21 Discrimination Act.

22 **B. Non-Retaliation**

23 Defendant and its successors and assign are enjoined from retaliating against  
24 any of its current or former employees or job applicants in violation of Title VII of  
25 the Pregnancy Discrimination Act, because he or she has in the past or during the  
26 term of this Decree:

27 1. opposed any practice made unlawful under or asserted any  
28 rights protected by Title VII,

- 1           2.     filed a charge of discrimination alleging such practice;
- 2           3.     testified or participated in any manner in any investigation
- 3 (including without limitation, any internal investigation undertaken by Defendant)
- 4 and proceeding about this case and/or relating to any claim of a Title VII violation;
- 5           4.     been identified as a possible witness or claimant in this action;
- 6           5.     asserted any rights under this Decree; or
- 7           6.     sought and/or received any relief in accordance with this Decree.

8                                   **X.     SPECIFIC INJUNCTIVE RELIEF**

9           **A.     External EEO Monitor**

10           1.     Within thirty (30) days of the Effective Date, Defendant shall

11 provide to the EEOC the name and qualifications of an external EEO Monitor, who

12 shall be assigned responsibility for ensuring Defendant's Compliance with the

13 terms of this Consent Decree.

14           2.     The EEO Monitor shall be subject to the EEOC's approval,

15 which shall not be unreasonably withheld. Within thirty (30) days thereafter,

16 EEOC shall provide Defendant with any objections to the proposed EEO Monitor.

17 If the EEOC objects and does not approve of the EEOC Monitor, then the EEOC

18 will submit names of three persons to be the EEOC Monitor and Defendant shall

19 choose from the three persons to be the EEO Monitor. Should the Internal Monitor be

20 unable or unwilling to continue as the Monitor for the duration of the decree,

21 Defendant shall provide to EEOC the name and qualifications of the successor.

22 The designation of any successor monitors shall be subject to EEOC's approval,

23 which shall not be unreasonably withheld. Defendant shall bear all costs associated

24 with the selection and retention of the EEO Monitor.

25           3.     The Monitor's responsibilities shall include the following:

26           a.     Ensuring that Defendant's policies, practices, and

27 procedures with respect to discrimination and retaliation, including Title VII and

28 Pregnancy Discrimination Act, are reviewed and revised consistent with the law,

1 including its obligation to have an appropriate complaint procedure in place;

2           b. Ensuring that a copy of Defendant’s policies, practices,  
3 and complaint procedures with respect to discrimination and retaliation, including  
4 Title VII and Pregnancy Discrimination Act, is distributed to all of Defendant’s  
5 employees.

6           c. Ensuring that effective training on the employee’s rights  
7 against discrimination, including Title VII and the Pregnancy Discrimination Act,  
8 and retaliation, is provided to all of Defendant’s employees;

9           d. Ensuring that effective training on Defendant’s policies  
10 against discrimination, including sex and pregnancy discrimination, and retaliation  
11 is provided to all of Defendant’s employees.

12           e. Ensuring that Defendant meets the record keeping and  
13 reporting requirements of the Consent Decree; and

14           f. Ensuring that Defendant distributes any documents and  
15 posts the notice required by this Decree.

16           **B. Policies and Procedures**

17           **1. Revision of Policy**

18           a. Within sixty (60) days of the Effective Date, Defendant  
19 shall review and, if necessary, revise its policy and complaint procedures against  
20 discrimination / harassment, including sex and pregnancy discrimination, and  
21 retaliation (the “Policy”) consistent with federal laws, including Title VII and the  
22 Pregnancy Discrimination Act. The revised Policy shall include, at a minimum, a  
23 provision that employees can complain of sex and pregnancy discrimination /  
24 harassment and/or retaliation to any person in the chain of command above the  
25 employee; and/or to outside governmental agencies such as the EEOC.

26           b. Within sixty (60) days of the Effective Date of this  
27 Decree, Defendant shall provide its Policy to EEOC. For fifteen (15) days  
28 following receipt of the Policy the EEOC shall have the opportunity to comment

1 on the Policy. Defendant shall work in good faith to ensure that the Policy is in  
2 compliance with applicable employment laws. The inclusion of this paragraph in  
3 the Decree does not represent EEOC's or the Court's approval of Defendant's  
4 policy against discrimination and retaliation.

5 **2. Distribution of Policy**

6 a. Within fifteen (15) days of any comments made by the  
7 EEOC or within ninety (90) days of the Effective Date if no changes are made,  
8 whichever date is later, Defendant shall ensure that it has distributed the Policy to  
9 all its employees, including management employees.

10 b. Within thirty (30) days of the hire date of any person  
11 hired after the initial distribution but within the term of the Decree, Defendant shall  
12 ensure that it has distributed the Policy to that person.

13 c. Within ninety (90) days from the Effective Date,  
14 Defendant shall submit to the EEOC a statement confirming the distribution of the  
15 Policy to all its employees, including management employees. On the annual  
16 anniversary date of the Effective Date of the Consent Decree for the remaining  
17 term of the Decree, Defendant shall submit to the EEOC a statement confirming  
18 the distribution of the Policy to any person hired after the initial distribution but  
19 within the term of the Decree.

20 **3. Posting of Policy**

21 Within sixty (60) days of the Effective Date and throughout the duration of  
22 the Decree, Defendant shall ensure that it has physically posted the Policy in  
23 legible font in a location at Defendant where notices to employees and applicants  
24 for employment are normally posted. The Notice shall remain posted for the  
25 duration of the Consent Decree. Defendant shall take all reasonable steps to ensure  
26 that its posting is not altered, defaced or covered by any other material.

27 Within sixty (60) days of the Effective Date, Defendant shall submit to the  
28 EEOC a statement confirming the posting of the Policy. Defendant shall annually

1 affirm to the EEOC the Policy has been posted in the manner described above.  
2 Defendant shall permit a representative of the EEOC to enter its premises for  
3 purposes of verifying compliance with this Paragraph at any time during normal  
4 business hours.

5 **4. Posting of Notice of Consent Decree and Settlement**

6 Within thirty (30) days of the Effective Date, and throughout the terms of  
7 this Decree, Defendant shall ensure that it has posted the Notice of Consent Decree  
8 and Settlement (attached to this Decree as Attachment A) in a conspicuous place  
9 accessible to all employees at Defendant La Louisianne. Defendant shall take all  
10 reasonable steps to ensure that its posting is not altered, defaced or covered by any  
11 other material. Within thirty (30) days of the Effective Date, Defendant shall  
12 submit to the EEOC a statement confirming the posting of the Notice of Consent  
13 Decree and Settlement. Defendant shall permit a representative of EEOC to enter  
14 its premises for purposes of verifying compliance with this Paragraph at any time  
15 during normal business hours.

16 **5. Training**

17 **a. Training of All Non-Managerial Employees**

18 Within one hundred and twenty (120) days of the Effective Date of this  
19 Decree, and by the annual anniversary date of the Effective Date of the Consent  
20 Decree for the remaining term of the Decree, Defendant shall provide live training,  
21 lasting at least one (1) hour in duration to all of Defendants' non-management  
22 employees. The training shall cover (a) anti-discrimination and anti-retaliation  
23 laws under Title VII and the Pregnancy Discrimination Act, (b) Defendants'  
24 policies and procedures regarding pregnancy-related issues, including the pregnant  
25 employee's right to work and to request accommodation, and (c) the employer's  
26 obligations to its pregnant employees. The training shall be in person and have  
27 interactive components. If an employee is unable to attend the scheduled training,  
28

1 Defendants shall provide a live training at an alternative session within sixty (60)  
2 days of the training.

3 **b. Training of Ownership and Supervisory / Managerial**  
4 **Employees**

5 Within one hundred twenty (120) of the Effective Date of this Decree and by  
6 the annual anniversary date of the Effective Date of the Consent Decree for the  
7 remaining term of the Decree, Defendants shall provide a live and interactive  
8 training to the owner(s), managers, supervisors, hiring officials, and human  
9 resources personnel. The training shall be at least two (2) hours in duration. This  
10 training shall cover (a) anti-discrimination and anti-retaliation laws under Title VII  
11 and the Pregnancy Discrimination Act, (b) the supervisor/manager's obligations  
12 and responsibilities under Title VII, (c) Defendants' policies and procedures  
13 regarding pregnancy-related issues, including the pregnant employee's right to  
14 work and to request accommodation, and (c) the employer's obligations to its  
15 pregnant employees. The training should include how to handle and investigate  
16 complaints of sex / pregnancy harassment and/or discrimination; when the  
17 employer can ask for medical documentation from a pregnant employee, whether  
18 the employer can change the work schedule / duties / positions of an employee due  
19 to her pregnancy, and how to handle a request for accommodation by a pregnant  
20 employee. If the owner(s), managers, supervisors, hiring officials, and human  
21 resources personnel is unable to attend the scheduled training, a live training at an  
22 alternative session will be provided within sixty (60) days of the initial training.  
23

24 **c. Notice, Approval and Verification of Training**

25 Defendant shall certify to EEOC in writing within five (5) business days  
26 after the training has occurred that the training has taken place and that the  
27 required personnel have attended. Such certification shall include: (i) the date,  
28

1 location and duration of the training; and (ii) a copy of the registry of attendance,  
2 which shall include the name and position of each person in attendance.

3 The EEOC shall have the right to attend the trainings described in the  
4 Decree. Thirty (30) days prior to any live, in-person training, Defendant shall  
5 provide written notice to EEOC including the time, location, name and contact  
6 information of the trainer. The written notice shall be sent via U.S. Mail to the  
7 attention of Anna Y. Park, Regional Attorney, U.S. Equal Employment  
8 Opportunity Commission, 255 East Temple Street, 4th Floor, Los Angeles,  
9 California, 90012. EEOC shall have five (5) business days from the date of receipt  
10 of the information described above to accept or reject the proposed trainer. In the  
11 event EEOC does not approve Defendant's designed trainer, Defendant shall have  
12 five (5) business days to identify an alternate trainer. EEOC shall have five (5)  
13 business days from the date of receipt of the information described above to accept  
14 or reject the alternate trainer. If the parties cannot through this process agree on a  
15 trainer, then they may seek the Court's assistance.

16 Defendant shall also provide EEOC with all copies of pamphlets, brochures,  
17 outlines or other written material(s) provided to the participants of the training  
18 session(s).

19 **7. Reporting**

20 **a. Initial Reports**

21 Defendants shall provide the following initial reports to the EEOC:

22 1. Within thirty (30) days of the Effective Date of this  
23 Decree, Defendant shall provide to the EEOC:

24 a. the name and qualifications of its external EEO  
25 Monitor; and

26 b. confirmation that it has posted the Notice of  
27 Consent Decree and Settlement (Attachment A).  
28

1                   2.     Within sixty (60) days of the Effective Date of this  
2 Decree, Defendant shall provide to the EEOC:

- 3                   a.     its revised Policy as defined in Section X.B.1.a.
- 4                   b.     a statement confirming the posting of the Policy.

5                   3.     Within ninety (90) days of the Effective Date of this  
6 Decree, Defendant shall provide to the EEOC confirmation that it has distributed  
7 its Policy to all its employees, including managerial employees.

8                   4.     Within one hundred and twenty (120) days of the  
9 Effective Date of this Decree, Defendants shall provide all documents verifying the  
10 training of all its employees as required by this Decree. This includes the written  
11 training materials used, a description of the training provided, a list of the  
12 individuals who conducted the training, and the attendance records including the  
13 job titles of attendees at each training session.

14                   **b.     Annual Report**

15                   No later than the annual anniversary date of the Effective Date of the  
16 Consent Decree for the remaining term of the Decree, Defendant, through the EEO  
17 Monitor, shall provide to the EEOC the following:

18                   1.     Employees' signed acknowledgments confirming receipt of  
19 Defendants' policy against discrimination, including pregnancy discrimination, for  
20 all employees hired since the initial report to the EEOC;

21                   2.     The attendance records for all training sessions, including the  
22 written training materials used, a description of the training provided, and a list of  
23 the individuals who conducted training that have occurred since the initial report;

24                   3.     Verification that the Notice of Consent Decree continue to be  
25 posted in a conspicuous place accessible to all employees;

26                   4.     A summary of any issues and/or complaint pertaining to the  
27 pregnancy of every employee, and Defendant's resolution of the issues or  
28



1 facilities, or any other material change in corporate structure, and shall  
2 simultaneously inform the EEOC of same.

3 B. During the term of this Consent Decree, Defendant and its successors  
4 shall assure that each of their officers, managers and supervisors is aware of any  
5 term(s) of this Decree which may be related to his/her job duties.

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

10 D. The parties agree to entry of this Decree and judgment subject to final  
11 approval by the Court.

12 U.S. EQUAL EMPLOYMENT  
13 OPPORTUNITY COMMISSION

14 Date: June 27, 2018

By: \_\_\_\_\_/s/  
15 Anna Y. Park  
16 Regional Attorney

17 Attorneys for Plaintiff EEOC

18 FISHERBROYLES, LLP

19  
20  
21 Date: June 26, 2018

By: \_\_\_\_\_/s/  
22 Adriana Cara, Esq.

23 Attorneys for Defendant  
24 La Louisanne, Inc.

1 **ORDER**

2 **GOOD CAUSE APPEARING:**

3 The Court hereby finds that compliance with all provisions of the foregoing  
4 Decree is fair and adequate. The Court hereby retains jurisdiction for the term of  
5 the foregoing Consent Decree, and the provisions thereof are hereby approved.  
6

7 **IT IS SO ORDERED.**  
8

9 \_\_\_\_\_/s/\_\_\_\_\_  
10 FERNANDO M. OLGUIN  
11 United States District Judge

12 DATED this 29<sup>th</sup> day of June, 2018.  
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**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**  
**Los Angeles District Office**

255 E. Temple Street, 4<sup>th</sup> Floor  
Los Angeles, CA 90012  
(213) 894-1077  
TTY (213) 894-1121  
FAX (213) 894-1118

**NOTICE OF CONSENT DECREE**

This Notice is being posted pursuant to a Consent Decree entered by the Federal Court in the case of *U.S. Equal Employment Opportunity Commission v. La Louisanne, Inc.*, Civil Case No. 17-cv-06690 FMO (MRW) (C.D. Cal.), settling a lawsuit filed by the United States Equal Employment Opportunity Commission (“EEOC”).

The EEOC is a government agency that enforces federal anti-discrimination laws in the workplace. In September 2017, the EEOC filed a lawsuit in the United States District Court against Defendant La Louisanne, alleging that it discriminated against the charging party and a class of similarly aggrieved individuals, because of their pregnancy. The EEOC also alleged that Defendant La Louisanne unlawfully retaliated against the charging party for engaging in a protected activity. Defendant denies the allegations in the Complaint and any admission of liability.

Thereafter, Defendant La Louisanne settled the case by entering into a "Consent Decree" with the EEOC and paying monetary relief of \$82,500. Pursuant to the Consent Decree, Defendant agreed to retain an external equal employment monitor, review and revise its equal employment policies and practices, provide annual anti-discrimination training for employees and managers, post a notice of settlement, and undertake record-keeping and reporting to the EEOC, among other things.

Federal anti-discrimination law prohibits harassment or discrimination against any employee or applicant for employment because of a person’s age, disability, race, sex, pregnancy, color, religion or national origin. Federal law also prohibits retaliation against any employee who complains about discrimination, files a charge of discrimination, or participates, gives testimony, or assists in any investigation regarding discrimination.

If you believe that you have been harassed, discriminated against because of your sex, pregnancy, national origin, age, race, color, religion, or disability, or retaliated against, you may seek assistance from:

**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

255 E. Temple Street, 4<sup>th</sup> Floor  
Los Angeles, CA 90012  
1-800-669-4000