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 Equal Employment Opportunity Commission

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 9 **UNITED STATES DISTRICT COURT**
 10 **NORTHERN DISTRICT OF CALIFORNIA**

11	EQUAL EMPLOYMENT OPPORTUNITY)	Civil Action No. C-08-4552-CW
12	COMMISSION,)	
13	Plaintiff,)	CONSENT DECREE
14	and)	
15	BOWEN DEAN BLACK SWAN,)	
16	Plaintiff-Intervenor,)	
17	v.)	
18	DUDLEY PERKINS COMPANY,)	
19	Defendant.)	
20	_____)	

21 Plaintiff Equal Employment Opportunity Commission (“Commission”) filed this action
 22 under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 to
 23 correct alleged unlawful employment practices on the basis of discrimination based on sex and
 24 retaliation, and to provide appropriate relief to Bowen Dean Black Swan, whom the Commission
 25 alleged was adversely affected by such practices. The Commission alleged that Defendant
 26 Dudley Perkins Company (“Dudley Perkins”) subjected Ms. Black Swan to unlawful sex
 27 discrimination in violation of Title VII, and subjected her to retaliation for filing a charge of
 28 discrimination. Defendant has denied the above allegations and claims. The Commission and

1 Defendant Dudley Perkins now seek to resolve this action as to each other and as between
2 Dudley Perkins and Ms. Black Swan (“Charging Party”) without further contested litigation
3 through the instant Consent Decree. This resolution does not constitute an admission of liability
4 on the part of Dudley Perkins, nor constitute a finding on the allegations stated in the
5 Commission’s Complaint.

6 The Court has reviewed this Consent Decree in light of the pleadings, the record herein,
7 and the applicable law, and now approves this Consent Decree.

8 THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

9 **GENERAL PROVISIONS**

10 1. This Court has jurisdiction over the subject matter and the parties to this action.

11 This Court retains jurisdiction over this Consent Decree during its term.

12 2. This Consent Decree constitutes a full and final resolution of the Commission’s
13 and Plaintiff-Intervenor’s claims against Dudley Perkins in this action.

14 3. This Consent Decree will become effective upon its entry by the Court.

15 4. This Consent Decree is final and binding upon the parties to it, their successors
16 and assigns.

17 5. The Commission, Plaintiff-Intervenor and Dudley Perkins will each bear its own
18 costs and attorneys fees in this action.

19 **GENERAL INJUNCTIVE RELIEF**

20 6. Dudley Perkins and its current officers, agents, employees, and all persons in
21 active concert or participation with them are enjoined from discriminating based on sex, as
22 prohibited under Title VII.

23 7. Dudley Perkins and its current officers, agents, employees, and all persons in
24 active concert or participation with them are enjoined from engaging in, implementing or
25 permitting any action, policy or practice which retaliates against Charging Party, or any other
26 employee or former employee, for having filed a charge, testified or participated in any manner
27 in the Commission’s investigation and the proceedings in this case.

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1 **SPECIAL INJUNCTIVE RELIEF**

2 **Non-Discrimination Policies and Complaint Procedures**

3 8. Within thirty (30) days of the entry of the Consent Decree Dudley Perkins will
4 revise its Equal Employment Opportunity Policy to include a statement of commitment not to
5 retaliate against individuals who complain of discrimination, whether that complaint is internal
6 or to a governmental agency, and to include a complaint procedure for employees to make such
7 complaints.

8 9. Within thirty (30) days of the policy revision referenced in Paragraph 8, Dudley
9 Perkins will distribute its revised policies to all employees, and will provide copies to all new
10 and returning workers as they enter or re-enter the workforce.

11 **Training**

12 10. Dudley Perkins will provide equal employment opportunity training to all
13 employees, both management and non-management, once per year during the term of this
14 Consent Decree, such year to be measured from the date of entry of this Consent Decree. The
15 training will specifically include the subjects of sex discrimination and retaliation. Each training
16 will be a minimum of one hour, and will be introduced by a member of top management. The
17 first training will take place within sixty (60) days of the entry of this decree, and within each
18 subsequent year during the term of the Decree (A minimum of two trainings during the two year
19 term of the Decree).

20 **Posting and Advertising**

21 11. Dudley Perkins will post a Notice to All Employees, attached as Exhibit 1 to this
22 Consent Decree. The Notice shall be posted on a centrally located bulletin board accessible to
23 all employees at all Dudley Perkins facilities for the duration of the Consent Decree.

24 12. To assist in the recruitment of qualified women, Dudley Perkins will include in all
25 advertisements or postings of positions with Dudley Perkins a statement that Dudley Perkins is
26 committed to not discriminate based on sex.

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1 **Record Keeping and Reports**

2 13. Within ten (10) days of the completion of the revisions to the Equal Employment
3 Opportunity Policy referenced in Paragraph 8 above, Dudley Perkins will send a copy of said
4 policy to counsel for the Commission.

5 14. Within thirty (30) days after completing each training session described in
6 Paragraph 10, Dudley Perkins will mail to counsel for the Commission a report containing the
7 dates the training was completed, the name and position of the management official who
8 introduced the training or a copy of the memorandum issued announcing the training, an outline
9 of the training content, a list of all participants, copies of all materials distributed at the training,
10 or alternatively, if an interactive web-based training program is utilized, a copy of the report
11 indicating all participants who successfully completed the training.

12 15. Once every six (6) months, to be measured beginning at the date of entry of this
13 Consent Decree and continuing for the duration of this Consent Decree, Dudley Perkins will
14 send to counsel for the Commission a copy of all employment applications it has received during
15 that six month period, and a report of any hiring that has occurred. The report shall include any
16 positions advertised, the places where advertising and/or recruiting for such positions took place,
17 and the name, gender, and qualifications of the individual hired for the position.

18 **Individual Remedial Relief**

19 16. Within thirty (30) days of the entry of this Decree, Charging Party will be
20 provided with a letter of recommendation from Dudley Perkins.

21 **MONETARY RELIEF**

22 17. Dudley Perkins will pay the sum of \$55,000.00 as damages and in complete
23 satisfaction of the Commission's claims against Dudley Perkins as set forth in its Complaint.
24 This sum will be paid by check made out directly to Bowen Dean Black Swan. Said check will
25 be sent by Dudley Perkins within fifteen (15) days of the entry of the Consent Decree. The
26 settlement payment referenced in this paragraph is being paid in complete compromise of the
27 claims raised in Plaintiff Commission's Complaint, and Plaintiff-Intervenor Black Swan's
28 Complaint in intervention. Plaintiff-Intervenor will execute a separate release of claims to which

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ORDER

IT IS SO ORDERED.

Dated: June 4, 2010

Claudia Wilson

U.S. District Court Judge

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NOTICE TO EMPLOYEES

This notice has been posted pursuant to the settlement of a lawsuit: EEOC et al v. Dudley Perkins Company. In accordance with the Consent Decree, Dudley Perkins Company will provide anti-discrimination and anti-retaliation training to all employees; revise and distribute to all employees its Equal Employment Opportunity Policy, to include anti-retaliation provisions; implement policies to ensure supervisor and manager accountability with regard to anti-discrimination and anti-retaliation practices; and provide the EEOC with all employment applications and a record of all hiring decisions for the next two years.

Federal law prohibits an employer from engaging in discrimination based on sex. It is also unlawful for an employer to retaliate against any individual because he or she complains of discrimination, cooperates with the investigation of a discrimination, participates as a witness or potential witness in any investigation or legal proceeding or otherwise exercises his or her rights under the law.

Any employee who is found to have retaliated against any other employee because such employee participated in this lawsuit will be subject to substantial discipline, up to and including immediate discharge.

Should you have any complaints of discrimination or retaliation you should contact _____ at _____.

Employees also have the right to bring complaints of discrimination or harassment to the U.S. Equal Employment Opportunity Commission, San Francisco District Office, 350 The Embarcadero, Suite 500, San Francisco, CA 94105. (415) 625-5600.

This notice shall remain prominently posted at all Dudley Perkins facilities until two years from the entry of the decree]. This Official Notice shall not be altered, defaced, covered or obstructed by any other material.