

1 **WILLIAM R. TAMAYO, SBN 084965**
2 **JONATHAN T. PECK, 12303 (VA)**
3 **RAYMOND T. CHEUNG, SBN 176086**
4 **U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**
5 **San Francisco District Office**
6 **350 The Embarcadero, Suite 500**
7 **San Francisco, CA 94105-1260**
8 **Telephone No. (415) 625-5649**
9 **Fax No. (415) 625-5657**
10 **E-mail: raymond.cheung@eeoc.gov**

11 **Attorneys for Plaintiff EEOC**

12 **UNITED STATES DISTRICT COURT**
13 **NORTHERN DISTRICT OF CALIFORNIA**

14 **EQUAL EMPLOYMENT**
15 **OPPORTUNITY COMMISSION,**

16 **Plaintiff,**

17 **v.**

18 **ROBERT MORGAN ENTERPRISES,**

19 **Defendant**

20 **Case No. C-10-04757 JW**

21 **CONSENT DECREE**

22 **I. INTRODUCTION**

23 Plaintiff United States Equal Employment Opportunity Commission (“EEOC” or
24 “Commission”) filed this suit on behalf of Charging Party Rena Flores, alleging that her employer
25 Defendant Robert Morgan Enterprises (“Morgan”) subjected her to harassment and a retaliatory
26 employment discharge due to her activities protected by Title VII of the Civil Rights Act of 1964
27 (“Title VII”) and Title I of the Civil Rights Act of 1991. Defendant Morgan has denied the above
28 allegations. The Commission and Morgan now seek to resolve this action without the expenditure of
additional resources and expenses in contested litigation. They enter into this Consent Decree to
further the objectives of equal employment opportunity as set forth in Title VII.

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

EEOC v. Robert Morgan Ent.
C-10-04757 JW
Consent Decree

1 II. NON-ADMISSION OF LIABILITY

2 This Consent Decree is not an adjudication or finding on the merits of this case and shall not be
3 construed as an admission of a violation of Title VII by Morgan.

4 III. GENERAL PROVISIONS

5 1. This Court has jurisdiction over the subject matter and the parties to this action. This
6 Court retains jurisdiction over this Consent Decree during its term.

7 2. This Consent Decree constitutes a full and final resolution of the Commission's claim
8 against Morgan in this action.

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

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

12 5. Each party shall bear its own costs and attorneys fees in this action.

13 IV. GENERAL INJUNCTIVE RELIEF

14 6. Morgan and its current officers, agents, employees and all persons in active concert or
15 participation with them shall comply with all requirements of Title VII with respect to providing a
16 workplace free of harassment on the basis of sex and national origin

17 7. Morgan and its current officers, agents, employees and all persons in active concert or
18 participation with them shall comply with all requirements of Title VII with respect to providing a
19 workplace free of retaliation.

20 8. Morgan and its current officers, agents, employees and all persons in active concert or
21 participation with them shall not retaliate against Rena Flores or any other employee or former
22 employee for having testified or participated in any manner in the Commission's investigation and the
23 proceedings in this case.

24 V. SPECIAL INJUNCTIVE RELIEF

25 9. Within ninety (90) days of the entry of this Consent Decree, Morgan shall provide a two
26 (2) hour training on Title VII to all of its management employees. Said training will include what a
27 manager or supervisor should do when an employee complains about sexual and national origin
28 harassment or retaliation, how to investigate such complaints, and the obligations of managers and

1 supervisors not to retaliate against employees who make such complaints.

2 10. Within thirty (30) days after completing the training designated in paragraph 9, Morgan
3 shall mail to counsel for the Commission a report containing the date of the training, a list of all
4 attendees including their job titles, copies of all materials distributed at the training.

5 11. Semi-annually, during the duration of this Consent Decree, Morgan shall submit copies
6 of any complaints of disparate treatment, sex or national origin discrimination, sex or national origin
7 harassment or retaliation, to the Commission's attorney.

8 12. Defendant Morgan shall provide Charging Party Rena Flores with a neutral employment
9 reference.

10 13. For the duration of this Consent Decree, Defendant Morgan shall post a Notice, attached
11 hereto as Exhibit A, regarding the terms of this Consent Decree in a clearly visible location frequented
12 by employees at each of Morgan's facilities.

13 VI. MONETARY RELIEF

14 14. Within five (5) days of the entry of this Consent Decree, Morgan shall pay the sum of
15 \$10,000.00 to Rena Flores as compensatory damages and in satisfaction of the Commission's claims
16 against Defendant Morgan as set forth in its Complaint. This sum will be paid by check directly to Ms.
17 Flores, and will be sent to her via certified mail, at the address to be provided to Morgan by the
18 Commission. A copy of said check and its transmittal letter will be sent to the Commission's counsel
19 at the San Francisco District Office.

20 15. Within ninety (90) days of the entry of this Consent Decree, Morgan shall pay the sum
21 of \$15,000.00 to Rena Flores as compensatory damages and in satisfaction of the Commission's claims
22 against Defendant Morgan as set forth in its Complaint. This sum will be paid by check directly to Ms.
23 Flores, and will be sent to her via certified mail, at the address to be provided to Morgan by the
24 Commission. A copy of said check and its transmittal letter will be sent to the Commission's counsel
25 at the San Francisco District Office.

26 16. Morgan shall cause to be issued an IRS Form 1099-misc to Rena Flores for the
27 monetary relief paid.

28 ///

1 VII. EXPIRATION OF CONSENT DECREE

2 17. This Consent Decree constitutes a full and final resolution of all the Commission's
3 claims against Morgan in this action. This Consent Decree will expire two (2) years after its entry,
4 provided that Morgan has substantially complied with the terms of this Consent Decree. Morgan will
5 be deemed to have complied substantially if the Court has not made any findings or orders during the
6 term of the Consent Decree that Morgan has failed to comply with any of the terms of this Decree.

7

8 On behalf of Plaintiff EEOC

9 Date: March 21, 2011

10 U. S. EQUAL EMPLOYMENT
11 OPPORTUNITY COMMISSION

12 /s/
WILLIAM R. TAMAYO

13 /s/
JONATHAN T. PECK

14 /s/
RAYMOND T. CHEUNG

15 Attorneys for Plaintiff EEOC
16
17
18

On behalf of Defendant Robert Morgan Ent. *SKC*

Date: ~~March 21, 2011~~ April 4, 2011

Law Offices of Steven Clair

19 /s/
STEVEN CLAIR

Attorney for Defendant Robert Morgan Ent.

20 ORDER

It is so ordered.

The Clerk shall close this file.

21 Dated: April 6, 2011

22 *James Ware*
23 JAMES WARE
United States District Chief Judge

24

25

26

27

28