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24 **UNITED STATES DISTRICT COURT**
25 **FOR THE EASTERN DISTRICT OF CALIFORNIA**

26 U.S. EQUAL EMPLOYMENT)
27 OPPORTUNITY COMMISSION,) No. 1:17-cv-01270-LJO-SKO
28 Plaintiff,) **CONSENT DECREE**
v.)
ALORICA, INC., and DOES 1-10, inclusive,)
Defendants.) Honorable Lawrence J. O’Neill
U.S. District Judge

29 **I. INTRODUCTION**

30 Plaintiff U.S. Equal Employment Opportunity Commission (the “EEOC” or
31 “Commission”) and Defendant Alorica, Inc. (hereinafter “Defendant”) hereby stipulate and
32 agree to entry of this Consent Decree (“Decree” or “Agreement”) to resolve the Commission’s
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1 Complaint, filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §
2 2000e *et seq.* (“Title VII”). The EEOC alleges Defendant engaged in unlawful employment
3 practices by subjecting Charging Party and other individuals to a sexually hostile work
4 environment and/or retaliation in violation of §§703(a) and 704(a) of Title VII, 42 U.S.C. §
5 2000e-2(a), 2000e-3(a). Defendant denies all of the allegations in the Complaint.

6 **II. PURPOSES AND SCOPE OF THE CONSENT DECREE**

7 In the interest of resolving this matter, the Commission and Defendant (hereinafter “the
8 Parties”) have agreed that this action should be finally settled by entry of this Decree. This
9 Decree shall be binding on and enforceable against Defendant and its officers, directors,
10 agents, successors and assigns. Other than as expressly stated herein, the scope of this Decree
11 is Alorica’s locations company-wide in the United States, except where the Parties expressly
12 state the Decree is to be limited to the following two California call center facilities: (a)
13 Defendant’s call center in Fresno, California, located at 5104 N Blythe Ave, Fresno, CA
14 93722, and (b) Defendant’s call center in Clovis, California, located at 170 W Shaw Ave,
15 Suite B, Clovis, CA 93612 (“California facilities”). The Parties have entered into this Decree
16 for the following purposes:

- 17 A. To provide appropriate monetary and injunctive relief;
- 18 B. To ensure that Defendant’s employment practices comply with Title VII;
- 19 C. To ensure that Defendant’s work environment is free from sex harassment and
20 related retaliation;
- 21 D. To ensure training for Defendant’s managers, supervisors, team managers,
22 human resource and other employees with respect to their obligations and rights under Title
23 VII;
- 24 E. To review and update Defendant’s procedures for handling harassment and
25 retaliation complaints;
- 26 F. To provide an appropriate and effective mechanism for receiving and handling
27 discrimination, harassment and retaliation complaints in Defendant’s workplace; and
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1 G. To avoid the time, expense, and uncertainty of further litigation.

2 **III. RELEASE OF CLAIMS**

3 A. The Parties agree that this Decree completely and finally resolves all claims
4 made in the EEOC's Complaint filed in this action in the United States District Court, Eastern
5 District of California on September 22, 2017, captioned *U.S. Equal Employment Opportunity*
6 *Commission vs. Alorica, Inc., and DOES 1-10, Inclusive*; Case No. 1:17-cv-01270-LJO-SKO
7 (hereafter "Action") and the Charge of Discrimination filed against Alorica, Inc. by Monica
8 Horta (EEOC Charge No. 37A-2018-01394-C and DFEH No. 201801-00777712). The Parties
9 also agree that this Decree completely and finally resolves all claims by all Claimants that are
10 identified in the EEOC's Distribution List (as defined herein) that could arise out of the
11 allegations in the Complaint, through the Effective Date of this Decree as defined herein.

12 B. Nothing in this Decree shall be construed to preclude the EEOC from bringing
13 suit to enforce this Decree in the event that Defendant fails to comply with the terms this
14 Decree.

15 C. Nothing in this Decree shall be construed to limit or reduce Defendant's
16 obligation to comply fully with Title VII or any other federal employment statute.

17 D. This Decree in no way affects the EEOC's right to bring, process, investigate or
18 litigate other charges that may be in existence or may later arise against Defendant other than
19 the claims brought in this Action.

20 **IV. JURISDICTION**

21 A. The Court has jurisdiction over the Parties and the subject matter of this Action.
22 The Complaint asserts claims that, if proven, would authorize the Court to grant the relief set
23 forth in this Decree.

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

25 C. This Decree conforms to the Federal Rules of Civil Procedure and Title VII and
26 does not derogate the rights or privileges of any person.

27 D. Entry of this Decree will further the objectives of Title VII and will be in the
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1 best interest of the Parties.

2 E. The Court shall retain jurisdiction over this Action for the duration of the Decree
3 for the purposes of entering all orders, judgments and decrees that may be necessary to fully
4 implement the relief provided herein.

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

6 A. The provisions and agreements contained herein are effective immediately on
7 the date on which this Decree is entered by the Court (“Effective Date”).

8 B. Except as otherwise provided herein, this Decree shall remain in effect for three
9 (3) years after the Effective Date. However, the duration of this Decree can sunset in two (2)
10 years after the Effective Date if the EEOC decides so based on the External EEO Monitor’s
11 recommendation to the Commission that the additional year is not necessary and that the
12 Defendant has achieved measurable results to invoke the sunset provision. The EEOC has sole
13 discretion to decide on whether the Decree can sunset in two (2) years. The External EEO
14 Monitor shall submit a report to the EEOC addressing whether the Decree should sunset 30
15 days prior to the 2nd year of the Decree’s Effective Date as set forth above. The Report shall
16 also provide whether all the intended changes were accomplished to justify the Decree to
17 sunset or whether additional time is needed to achieve the results intended under the Decree.
18 Defendant shall make available information sought by the Monitor to make the assessment.

19 **VI. COMPLIANCE AND DISPUTE RESOLUTION**

20 A. If the Commission determines that Defendant has failed to comply with any
21 provision of this Decree, the Commission may bring a motion before this Court to enforce the
22 Decree. Before filing such a motion, however, the Commission shall notify Defendant of the
23 nature of the dispute. This notice shall specify the particular provision(s) with which the
24 Commission believes Defendant has failed to comply. Absent a showing that the delay will
25 cause irreparable harm, Defendant shall have thirty (30) days from the date of notice (“Dispute
26 Resolution Period”) to attempt to comply with the particular provision(s) identified by the
27 Commission and/or cure any technical violation.

1 B. The Parties agree to cooperate with each other and use their best efforts to
2 resolve any dispute raised by each Party.

3 C. Where there is a showing that completion of a Dispute Resolution Period will
4 cause irreparable harm, the Commission may immediately initiate an enforcement action in
5 this Court, seeking all available relief, including an extension of the duration of the Decree.
6 Where there is no such showing, the Commission may initiate an enforcement action after the
7 expiration of the Dispute Resolution Period.

8 **VII. MODIFICATION AND SEVERABILITY**

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

13 B. If one or more provisions of this Decree are rendered unlawful or unenforceable,
14 the Parties shall make good faith efforts to agree upon the appropriate amendments to this
15 Decree necessary to effectuate its purposes. If the Parties are unable to reach agreement, the
16 Court shall order the appropriate alternative provisions necessary to effectuate the purposes of
17 the Decree. Should one or more provisions of this Decree be deemed unlawful, all other
18 provisions shall remain in full force and effect.

19 **VIII. MONETARY RELIEF**

20 A. In settlement of this lawsuit, Defendant shall pay a total of \$3,500,000.00
21 (“Total Settlement Amount”) in monetary relief. Within ninety (90) days of the Effective
22 Date of this Decree, Defendant shall deposit the Total Settlement Amount into an escrow
23 account (the “Fund”) and provide the EEOC with written verification of the funding within ten
24 (10) business days thereafter. EEOC shall retain sole discretion to determine who is an
25 eligible claimant and the amounts to be distributed from the Fund.

26 B. The Fund shall be distributed, at the sole discretion of the EEOC, amongst the
27 Claimants to this Action that the EEOC has identified in its Distribution List(s) (“Claimants”)
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1 as provided in this Article VIII. The EEOC shall provide Defendant and the Claims
2 Administrator with a Distribution list(s) identifying each identified Claimant's portion and
3 amount of the monetary relief, and the name and address to which each identified Claimants'
4 portion and amount of monetary relief shall be delivered. All individuals on the Distribution
5 List(s) will be sent a release (which is Exhibit A to this Decree). The Claims Administrator
6 shall send a check, via first class mail, to each Claimant on the Distribution List(s) in the
7 amount specified within the time period in the following Section. Verification of payment
8 shall be given to the EEOC by the Claims Administrator.

9 C. Claims Administrator

- 10 1. Within thirty (30) days of the Effective Date, Defendant shall appoint a
11 specific professional individual or organization ("Claims
12 Administrator"), approved by the EEOC, to oversee the distribution of
13 the Fund to Claimants as designated by the EEOC pursuant to this
14 Decree. If the Claims Administrator initially appointed by Defendant
15 thereafter declines to serve or to carry out its duties under this Decree,
16 Defendant shall have ten (10) business days to notify the EEOC in
17 writing of the need for a replacement Claims Administrator, and the
18 Defendant shall select a replacement.
- 19 2. Defendant shall pay all costs associated with the selection and retention
20 of the Claims Administrator as well as the performance of the Claims
21 Administrator's duties under this Decree.

22 D. Claims Notice Process

- 23 1. Within thirty (30) days after the Effective Date, the Defendant shall
24 provide to the Claims Administrator a list of all current and former
25 employees at the California facilities who worked for Defendant from
26 August 1, 2014 to the date the Claims Administrator receives the list
27 ("Potential Claimant") with last known addresses and other identifying
28 information to assist in reaching the individuals for this process.

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2. After receiving the Potential Claimant List, within ninety (90) days thereafter, the Claims Administrator shall do the following for any potential Claimant:

- a. The Claims Administrator shall determine the validity of each Potential Claimant’s most-recent address utilizing the National Change of Address Database or an equivalent database to determine the most current address for each potential claimant from the list provided by the Defendant.
- b. The Claims Administrator will then send to potential Claimants the Questionnaire and Notice (jointly referred to as the “Notice”) that is attached as Exhibit B. The Claim Administrator can provide the notice via mail and also develop an online claims process.

3. The mailed notice shall have instructions on how to file a claim online or via mail with the claims administrator. The Claims administrator shall create an online claims process that will be accessible to both defendants and the EEOC.

- a. The Claims Administrator shall:
- b. Provide to the EEOC certification that the Claims Administrator mailed the Notice to each potential Claimant
- c. Instruct the USPS to notify the Claims Administrator of any undeliverable Notices.
- d. Should any letters be returned undeliverable, within twenty (20) days of any Notice being returned to sender as undeliverable, the Claims Administrator shall:
 - i. research such potential Claimant’s most-recent address and further use its best efforts, including a search of a database such as Accurint, to locate the individual,

1 if the Claims Administrator finds a more recent address
2 for any such employee, resend the Notice to the new
3 address; and/or if the Claims Administrator fails to find a
4 more recent address for any such individual, the Claims
5 Administrator shall, within thirty (30) day intervals
6 following the re-mailing of the Notice provide to the
7 EEOC information outlining efforts to locate the potential
8 Claimants. Defendant shall also provide the Claims
9 Administrator electronic mail addresses for these
10 individuals and the Claims Administrator shall send
11 Notices via electronic mail addresses. The Claims
12 Administrator will work with the EEOC to ensure that
13 information relating to Potential Claimants is
14 communicated on an ongoing basis. The EEOC shall
15 make reasonable and good faith efforts to complete the
16 Notice Process within twelve (12) months following the
17 Effective Date of this Decree.

18 E. Claims Distribution Process

19 At sixty (60) days after mailing all of the Notices to the potential Claimants, the Claims
20 Administrator shall forward to the EEOC any responses from potential Claimants received. All
21 responses shall be provided to the EEOC on a rolling basis. The Claims Administrator shall
22 provide the EEOC electronic access to the claims filed on-line and the paper responses. Based
23 on responses to the Notice, the EEOC will (a) determine the eligibility of each potential
24 Claimant to participate in the settlement Fund by evaluating the nature of the claims made by
25 each potential Claimant and determining their tier of eligibility for monetary relief from the
26 Fund, and (b) determine each potential Claimant's eligibility as a Reinstatement Candidate as
27 defined herein. The EEOC shall have the sole discretion to determine eligibility and any
28 designated amount of the Fund to be distributed to each Claimant.

- 1 1. The EEOC shall endeavor to issue an initial Distribution List which includes
2 the names of all Claimants the EEOC determines to be eligible for payments
3 from the Fund to Defendant and the Claims Administrator. All Claimants on
4 the Distribution List will be sent the release of claims form by the Claims
5 Administrator. (Exhibit A) . If the EEOC determines any circumstance will
6 cause a potential Claimant inequity, the EEOC may issue a subsequent
7 Distribution List.
- 8 2. The Claims Administrator will notify the potential Claimants of their
9 selection as Claimants as determined by the EEOC and mail the release of
10 claims (Exhibit A) to them for signature and return to the Claims
11 Administrator
- 12 3. Once the Claims Administrator receives the signed releases from those
13 identified on the Distribution List(s), the Claims Administrator shall direct
14 the escrow agent within ten (10) days to forward a check from the Fund via
15 first class mail in the full amount set forth in the Distribution List for each
16 Claimant. Each check will remain valid for 180 days. To the extent the
17 checks need to be reissued, the parties will communicate with the Claims
18 Administrator if such a need arises. At least every thirty (30) days after the
19 Claims Administrator issues checks pursuant to the Distribution List, the
20 Claims Administrator shall provide the EEOC with a copy of each canceled
21 check, and identify any check not negotiated and/or returned non-negotiated
22 to the Claim Administrator, to enable the Parties to track remaining funds for
23 redistribution. The Claims Administrator will also notify the EEOC of
24 anyone who has not filled out a release. The Claims Administrator and the
25 EEOC will work together with respect to reissuance of checks to achieve
26 equitable results.
- 27 4. The EEOC may subsequently amend the Distribution List as necessitated by
28 further notice from the Claims Administrator that any check issued to an

1 identified Claimant was not negotiated within 180 days after issuance and/or
2 was returned non-negotiated to the Claims Administrator.

3 5. On a quarterly basis throughout the duration of this Decree, the Claims
4 Administrator will notify the EEOC of any funds remaining in the Fund and
5 who has not claimed the money.

6 6. The EEOC may subsequently issue additional Distribution Lists, as
7 necessitated by further notice from Defendant or its Claims Administrator
8 that any check issued to a Claimant was not negotiated after issuance and/or
9 was returned non-negotiated to Defendant or its Claims Administrator. The
10 EEOC shall make reasonable and good faith effort to provide the last Final
11 Distribution List no later than twelve months after the Effective Date, and
12 shall include, in addition to any additional Eligible Claimants to be paid, any
13 additional amounts to be remitted to Claimants previously paid. No further
14 Final Distribution Lists shall be issued by the EEOC after this last Final
15 Distribution List is provided to the Claims Administrator.

16 7. Within thirty (30) days after the EEOC's final distribution list, the Claims
17 Administrator shall direct the remaining amount in the Fund to the National
18 Women's Law Center. Defendant shall provide the EEOC with a copy of
19 any check issued to the above-mentioned charity.

20 **IX. CLAIMANT SPECIFIC INJUNCTIVE RELIEF**

21 Within ninety (90) days of the date that the EEOC notifies Defendant of the names on
22 the Distribution Lists, Defendant shall:

23 A. remove from the personnel files of each Claimant any references to the charges
24 of harassment filed against Defendant or the Claimant's participation in this Action;

25 B. to the extent that Defendant must keep records of the charges of discrimination
26 or any Claimant's involvement in the Action in order to effectuate this Decree, such records
27 must be maintained separately from Claimants' personnel files;

1 C. refrain from providing negative references about Claimants, and only a
2 Defendant-designated representative can provide the neutral employment reference, which is
3 limited to verifying whether the Claimant was employed by Defendant, the last position in
4 which the Claimant was employed, and the duration of employment with Defendant. The
5 Claims Administrator shall provide a notice to each person on the Distribution List(s) of the
6 Company's verification number that instructs the person to only use that number for
7 references.

8 D. to the extent that a Claimant continues to work for Defendant, ensure that the
9 Claimant does not suffer sex harassment or related retaliation;

10 E. reclassify the terminations of any Claimant to voluntary resignations if they have
11 been identified by the EEOC as being subjected to retaliation (based on a list provided by the
12 EEOC); and

13 F. ensure that the Claimants are not prohibited from re-employment with
14 Defendant, as long as the Claimant was not terminated by Defendant for a violation of
15 Company policy or other misconduct and such alleged violations were not pretext for
16 retaliation against the Claimant.

17 G. Reinstatement

18 1. The Notice shall notify Potential Claimants of potential eligibility for
19 reinstatement and request Potential Claimants to indicate interest, if any, in reinstatement if
20 eligible.

21 2. Defendant's Claims Administrator shall forward to the EEOC all
22 individuals who have expressed an interest in reinstatement within 10 days of receipt. The
23 selection of reinstatement candidates shall be based on the following: EEOC shall make a
24 determination, based on the Claims Form and any other available information, of whether the
25 individual is eligible for reinstatement and the EEOC shall provide to Defendant a list of
26 potential reinstatement candidates,

27 3. After Defendant's receipt of the EEOC's list of potential Reinstatement
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1 Candidates, Defendant's personnel shall contact each person to assess: (i) in what position(s)
2 and at what locations they want to return to work; (ii) when they would be able to return and
3 their availability to work particular days and shifts; and (iii) information Defendant seeks from
4 regular applicants for the same or similar positions. Defendant's personnel shall also notify
5 Reinstatement Candidates of the rate of pay that would apply to the vacant position.

6 4. The Reinstatement Candidates may be required to complete appropriate
7 forms, including an application to provide the information described above which will require
8 the approval of the EEOC. Based on information gathered from the potential Reinstatement
9 Candidates, Defendant's personnel shall determine whether each potential candidate is a
10 candidate for reinstatement and process the Reinstatement Candidates for rehire into vacant
11 positions. Such review may include whether the candidate is disqualified from reinstatement
12 due to violations of Company policy or other misconduct as long as such review is consistent
13 with Title VII.

14 5. Defendants shall maintain throughout the duration of this Decree, a
15 Reinstatement Log, listing: 1) each potential reinstatement candidates along with vacancies
16 identified at the time; 2) whether such candidate is conditionally offered employment by
17 position and location; 3) whether the candidate is rejected as a Reinstatement Candidate and a
18 brief description of the reasons for the rejection; 4) if an offer to the Reinstatement Candidate
19 has been revoked or Defendant failed to convey the offer and the reasons for such revocation;
20 and 5) whether the Reinstatement Candidate was placed into a vacant position with a start
21 date or if the Candidate was placed on a waitlist. Defendant may maintain this Reinstatement
22 Log through excel or any other format and shall make available the Reinstatement Log to the
23 EEOC on a monthly basis from ninety (90) days after Defendants' receipt of the EEOC's list
24 of potential Reinstatement Candidates and then on a quarterly basis after one year of the
25 Effective Date or until all Reinstatement Candidates have been offered a vacant position,
26 whichever is earlier.

27 6. If, upon evaluation of the Reinstatement Log, the EEOC does not agree
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1 with Defendant's determination that a potential candidate is not a Reinstatement Candidate or
2 with any other matter on the Reinstatement Log, the EEOC may request further information
3 including documentation and information from Defendant and its Claims Administrator. The
4 Parties will attempt to meet and confer to discuss any issues related to the candidates. In the
5 event of a dispute concerning Defendant's selection of Reinstatement Candidates, EEOC can
6 avail itself of the compliance procedures set forth in Section VI, above. During the dispute,
7 the Defendant shall keep the vacant position open for a total of ten (10) business days, after
8 which Defendant may fill the position with another candidate. After the dispute is resolved,
9 and if it is resolved in favor of reinstatement, the Defendant shall provide the next vacant
10 position to the Reinstatement Candidate.

11 7. The Reinstatement Candidate shall be offered the same or substantially
12 similar job that he or she held immediately prior to the termination of employment, if such
13 position is available at the time reinstatement is offered. If the reinstated Claimant is later
14 involuntarily terminated by Defendant during the term of this Decree, Defendant shall notify
15 the Commission with the reason(s) for such termination within ten (10) business days after the
16 termination date.

17 8. The Parties agree that Defendant's obligations under this Reinstatement
18 process shall continue until all of the Reinstatement Candidates have been offered a vacant
19 position they applied for, or until the end of the term of this Decree, whichever date occurs
20 first. This Decree does not require Defendant (a) to create new positions for reinstatement, or
21 (b) pay any relocation expenses for any Reinstatement Candidate. This Decree requires
22 Defendant to offer reinstatement to vacant positions.

23 **X. GENERAL INJUNCTIVE RELIEF**

24 A. Non-Harassment and Non-Retaliation

25 1. *Non-Harassment*

26 Defendant, its directors, officers, agents, management (including all supervisory and
27 team manager employees), successors, assigns, and all those in active concert or participation
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1 with them, or any of them, shall be enjoined from engaging in employment practices in
2 violation of Title VII's prohibitions of sex harassment and related retaliation. Such
3 employment practices include:

- 4 (a) sex harassment in violation of Title VII;
- 5 or
- 6 (b) creating, facilitating, or permitting a hostile work environment in violation of
7 Title VII on the basis of sex.

8 2. *Non-Retaliation*

9 Defendant, its directors, officers, agents, management (including all supervisory and
10 team manager employees), successors, assigns, and all those in active concert or participation
11 with them, or any of them, shall be enjoined from engaging in, implementing, or permitting
12 any action, policy or practice that retaliates against any current or former employee or
13 applicant because he or she has:

- 14 (1) opposed any practice that he or she believed to be harassing based on sex, or
15 related retaliation;
- 16 (2) filed a charge with the EEOC alleging such a practice;
- 17 (3) testified or participated in any manner in any investigation (including any
18 internal investigation undertaken by Defendant), proceeding in connection with
19 this case and/or relating to any claim of a Title VII violation based on sex
20 harassment or related retaliation;
- 21 (4) was identified as a possible witness or claimant in this Action;
- 22 (5) asserted any rights under this Decree; or
- 23 (6) sought and/or received any relief in accordance with this Decree.

24 B. Posting

25 Within ten (10) business days after the Effective Date and throughout the term of this
26 Decree, Defendant shall post the notice (attached as "Exhibit C") of the terms of this Decree in
27 clearly visible locations frequented by its employees at its California facilities. The postings
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1 shall remain posted for the duration of this Decree.

2 C. Outside Equal Employment Opportunity Monitor

3 Within thirty (30) days after the Effective Date, Defendant shall retain an outside
4 monitor to serve as the Equal Employment Opportunity's External Monitor ("Monitor") to
5 provide guidance to and oversight over the Defendant's Internal Equal Employment
6 Opportunity Consultant ("Internal Consultant"), as described below, in monitoring
7 Defendant's compliance with this Decree and Title VII's prohibition on sexual harassment and
8 related retaliation. The Monitor's responsibilities shall be to provide guidance and oversight
9 on the company-wide audits outside of California, the sunset provision of this Decree, and
10 provide guidance and oversight of the Internal Consultant, particularly with respect to the
11 training materials, and the 800 number hotline outside of California. Additionally, the
12 Monitor may exercise his/her discretion to review investigations for sexual harassment or
13 related retaliation outside of California as part of developing an audit plan outside of
14 California. The Monitor shall have access to all documents related to compliance with this
15 Decree upon the Monitor's request and communicate with the EEOC on the Defendant's
16 progress and compliance under the Decree.

17 Where the Monitor is unable to perform the role, Defendant shall have an additional
18 thirty (30) days after such notice to identify and retain an alternate Monitor. The Monitor shall
19 have demonstrated experience in the area of employment discrimination and sex harassment
20 issues. If the Monitor is unable or unwilling to serve at any point during the duration of the
21 Decree, Defendant shall propose a new Monitor subject to EEOC's approval. Defendant shall
22 bear all costs associated with the selection and retention of the Monitor and the performance of
23 the Monitor's duties.

24 D. Internal Equal Employment Opportunity Consultant

25 Within thirty (30) days after the Effective Date, Defendant shall designate an Internal
26 Equal Employment Opportunity Consultant ("Internal Consultant") to ensure Defendant's
27 compliance with this Decree and the provisions of Title VII that prohibit sexual harassment
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1 and related retaliation at its California facilities. However, if Consultant is determined to be
2 unable to perform the role, Defendant shall have an additional thirty (30) days after the
3 original deadline to identify and retain an alternative Consultant. The Consultant shall have
4 demonstrated experience in the area of employment discrimination and sex harassment issues.
5 If the Consultant is unable or unwilling to serve at any point during the duration of the Decree,
6 Defendant shall propose a new Consultant subject to EEOC's approval. Defendant shall bear
7 all costs associated with the selection and retention of the Consultant and the performance of
8 the Consultant's duties. For the term of the Decree, the Consultant's responsibilities shall
9 include:

10 1. Reviewing and/or revising Defendant's policies and procedures,
11 including its complaint procedures relating to sexual harassment and related retaliation to
12 ensure that they fully comply with Title VII and all the requirements set forth in this Decree;

13 2. Ensuring that all employees in Defendant's California facilities,
14 including management, supervisory, and human resources employees, are trained regarding
15 their rights and responsibilities under Title VII and this Decree, including the responsibility to
16 provide a workplace free of sexual harassment and related retaliation;

17 3. Ensuring that all employees in Defendant's California facilities,
18 including management, supervisory, and human resources employees, are trained on
19 Defendant's revised policies and procedures relating to discrimination, harassment and
20 retaliation;

21 4. Ensuring that all of Defendant's human resources employees at its
22 California facilities have the skill level to effectuate the requirements of Title VII and of this
23 Decree;

24 5. Conducting investigations at the California facilities of all complaints of
25 sexual harassment and related retaliation, to ensure compliance with Title VII and this Decree;

26 6. Ensuring that Defendant properly communicates with complainants of
27 sexual harassment and related retaliation at its California facilities;

1 7. Ensuring that Defendant creates a centralized system of tracking sexual
2 harassment and related retaliation complaints, as required by this Decree;

3 8. Ensuring that Defendant's performance and discipline policies hold
4 employees and managers, including human resource personnel, accountable for failing to take
5 appropriate action regarding complaints of harassment based on sex, and related retaliation, as
6 prohibited under Title VII or this Decree;

7 9. For the California facilities, conducting a review (or evaluating a recently
8 completed review) of prior complaints of sexual harassment and/or retaliation made in the 300
9 days prior to the Effective Date to provide guidance to Defendant on the handling of these
10 prior complaints and determine whether there has been any potential improvements in
11 Defendant's response to these complaints.

12 10. Conducting audits, as described in Section X.E below, to ensure that
13 Defendant's employees, managers, supervisors, and team managers are held accountable and
14 to reinforce Defendants' zero tolerance policy with respect to sexual harassment and related
15 retaliation;

16 11. Conducting additional reviews, and/or exit interviews and/or surveys, of
17 Defendant's personnel at its California facilities to follow up on any identified claims of sex
18 harassment and related retaliation as deemed appropriate by the Consultant.

19 12. Preparing an annual report on Defendant's compliance with this Decree
20 and Title VII's prohibitions of sexual harassment and related retaliation;

21 13. Ensuring that Defendant accurately compiles and timely submits all
22 reports required by this Decree;

23 14. Monitoring the Claimants (and the two witnesses identified by the
24 EEOC) who worked in the California facilities and participated in this Action, and who
25 continue to be employed by Defendant to ensure that they have not been subjected to any
26 sexual harassment and related retaliation. The Consultant shall contact these individuals at
27 least every three (3) months;

1 15. Ensuring that Defendant's Human Resources has an open door policy,
2 and is easily accessible to the employees at its California facilities;

3 16. Measuring how timely investigations are being conducted at the
4 California facilities, and how effective are such investigations of complaints of sexual
5 harassment and related retaliation;

6 17. Assessing and measuring if employees at Defendants' California
7 facilities are understanding the equal employment opportunity training(s) (as required below)
8 and effectiveness of such training(s);

9 18. Ensuring that Defendant monitors employees who have been alleged to
10 have engaged in harassing conduct and takes appropriate corrective action as needed to
11 prevent future harassment; and

12 19. Further ensuring Defendant's compliance with the terms of this Decree.

13 E. EEO Compliance Audits

14 1. Non California Facilities

15 With respect to Defendant's facilities in the United States, excluding California, the
16 Monitor shall create and implement a plan for conducting audits. The Monitor will work with
17 Defendant and the Internal Consultant to assess how best to identify if there are issues of
18 harassment and related retaliation occurring at the other facilities nationwide in the United
19 States and how best to address them. A plan will be developed by the Monitor which will be
20 shared with the EEOC with a timeframe. The Monitor shall have access to all data and
21 information to ensure that the Monitor's plan is developed and executed. Defendants shall
22 provide in their annual reporting to the EEOC, confirmation that the Monitor's plan was
23 implemented and the progress of the plan. The Monitor shall report to the Consultant on any
24 issues that arise, specifically if there are impediments to the implementation of the Monitor's
25 plan. The Monitor will communicate with the Consultant on the progress and if there are
26 issues impeding his/her duties on a semi-annual basis for the term of the Decree beginning
27 from the Effective Date. If the Monitor and the Consultant are not able to resolve these issues,
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1 the Monitor and Consultant shall consult with the EEOC.

2 2. California Facilities

3 With respect to Defendant's California facilities, the Internal Consultant shall conduct
4 in person annual unannounced audits to ensure that team managers, supervisors, and team
5 managers are held accountable and to encourage employees to report suspected sexual
6 harassment and related retaliation. The Internal Consultant shall speak with hourly employees
7 and ensure compliance with policy prohibiting sexual harassment and related retaliation. The
8 Internal Consultant shall work with the Monitor and share the results.

9 To seek employee input, the audits will be conducted outside the presence of
10 management, supervisors, and team managers, without any onsite team manager or
11 supervisors' advance knowledge of the audit. Audits will be accompanied by a full report
12 about employee feedback. If the audit responses indicate potential misconduct that may be in
13 violation of Defendant's policies that prohibit sexual harassment and related retaliation, the
14 Consultant will further investigate the matter and Defendant will address the matter with
15 prompt and effective remedial action as required and based on findings of the Consultant.

16 The results of the audits with respect to Defendant's California facilities shall be
17 evaluated by the Consultant and submitted to the EEOC in the annual report as set forth
18 below.

19 F. Policies Concerning Discrimination, Harassment and Retaliation

20 1. Within one hundred and twenty (120) days after the Effective Date,
21 Defendant shall draft (or review and then revise) its policies and procedures on discrimination,
22 harassment and retaliation ("Final Policy") as described below. The policy requirements in
23 this Section F apply to the Defendant's U.S. facilities.

24 2. The Final Policy shall include:

- 25 (a) a clear explanation of prohibited conduct in violation of Title VII,
26 including on the basis of sex, including examples;
27 (b) a complete copy of the final internal complaint procedure described
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1 below in sub-section G.

- 2 3. The Final Policy shall also include assurance that Defendant shall:
- 3 (a) hold all employees, including management, supervisory, team
- 4 manager and human resources employees, accountable for engaging in
- 5 conduct prohibited under Title VII or this Decree;
- 6 (b) hold all management, supervisory, team manager and human
- 7 resources employees accountable for failing to take appropriate action to
- 8 address discrimination, harassment, or retaliation and must clearly state
- 9 that management's failure to adhere to the reporting steps will be
- 10 subject to discipline. In addition, the Final Policy shall clarify what
- 11 steps management must take if they witness and/or become aware of
- 12 complaints of discrimination, harassment, or retaliation; and
- 13 (c) state that Defendant has a zero-tolerance policy with respect to
- 14 discrimination, harassment, and retaliation.

15 G. Discrimination, Harassment and Retaliation Complaint Procedure

16 1. Within one hundred and twenty (120) days after the Effective Date,

17 Defendant shall draft, or review and revise, its internal complaint procedure as described

18 below. The Complaint Procedure requirements in this Section G apply to Defendant's U.S.

19 facilities.

- 20 2. The internal complaint procedure shall clearly state that:
- 21 (a) an employee who believes that he or she has suffered
- 22 discrimination, harassment or retaliation may file an internal complaint
- 23 using Defendant's internal complaint procedure, or may file an external
- 24 complaint to any appropriate person or agency, or both;
- 25 (b) employees may initiate an internal complaint verbally or in
- 26 writing to any appropriate person, and no special form is required;
- 27 (c) Defendant shall not tolerate retaliation against any employee for
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1 use of the internal complaint procedure or any external complaint
2 procedure, for assisting in the investigation of a complaint or for
3 otherwise assisting in a complaint;

4 (d) the internal complaint procedure does not replace the right of any
5 employee to file a charge or complaint of discrimination, harassment or
6 retaliation under any available municipal, state, or federal law. The
7 procedures shall provide contact information for EEOC and state and
8 local Fair Employment Practice (FEP) agencies; and

9 (e) if an allegation of a violation of Defendant's policy prohibiting
10 sexual harassment or retaliation is substantiated, then such conduct will
11 result in appropriate discipline, up to and including discharge.

12 3. The internal complaint procedure shall lay out Defendant's
13 responsibilities, including requirements that Defendant will:

14 (a) maintain the confidentiality of the complaint, complainant and
15 investigation to the fullest extent possible;

16 (b) take every reasonable step to promptly resolve complaints;

17 (c) promptly commence a thorough investigation that shall be
18 conducted by a person trained to conduct such investigations;

19 (d) interview all relevant witnesses, including the complainant, and
20 review all relevant documents;

21 (e) communicate with the complainant (preferably in writing)
22 regarding the status of the complaint, investigation, results of the
23 investigation, and that appropriate action that was taken, giving the
24 complainant the opportunity to respond; and

25 (f) track investigations and maintain written records of all
26 investigatory steps, any findings or conclusions of the investigation and
27 any remedial actions taken;

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1 4. The internal complaint procedure shall also include a notice to the
2 complainant to contact the Consultant with complaints about the results of an internal
3 investigation of sexual harassment and related retaliation.

4 5. The internal complaint procedure shall NOT require that the
5 complainant:

- 6 (a) confront his or her harasser;
- 7 (b) file an internal complaint instead of an external complaint; or
- 8 (c) initiate the complaint process only by submitting a written
9 complaint.

10 6. Defendant shall confidentially follow-up with every internal complainant
11 six months and twelve months after final resolution of the complaint to inquire whether the
12 complainant believes that he or she has been further sexually harassed and/or retaliated
13 against, and, if necessary, Defendant shall investigate any allegations of related retaliation.

14 7. Defendant shall continue the use of a toll-free complaint hotline
15 (“Hotline”) and continue to disseminate the information regarding the Hotline to all of
16 Defendant’s employees. Defendant shall inform all employees that a complaint can be lodged
17 at any time with the Hotline. All calls to the Hotline shall be tracked by Defendant during the
18 term of the Decree, and the Consultant and Montior shall have access to all tracking records or
19 call logs and documents related to the complaints.

20 8. Defendant’s Human Resources at its California facilities shall have an
21 open door policy, and shall be easily accessible to the employees. Human Resources
22 representatives shall be available to receive complaints from the employees during normal
23 business working hours with or without appointments.

24 9. The Consultant shall track all sexual harassment and related retaliation
25 complaints filed under the internal complaint procedure and retain records regarding
26 investigation and resolution of all such complaints, including but not limited to those
27 complaints made through the Hotline. The Consultant shall also ensure that Defendant
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1 distributes the internal complaint procedure as required by this Decree, including the Hotline,
2 and shall monitor Defendant's investigation and resolution of any complaints made.

3 10. The Consultant will provide the EEOC with an assessment of Defendant's
4 handling of investigations into complaints of sexual harassment and/or retaliation at its
5 California facilities.

6 H. Finalizing and Distribution of Final Policy and Internal Complaint Procedure

7 1. Within one hundred and twenty (120) days after the Effective Date,
8 Defendant shall provide the Commission with a copy of the above described Final Policy,
9 including the revised internal complaint procedure described above in sub-section G.

10 2. Upon receipt, the EEOC shall have thirty (30) days to review and/or
11 comment on the Final Policy.

12 3. If the EEOC does not provide comment within thirty (30) days of
13 receiving the Final Policy, Defendant shall on an annual basis distribute the Final Policy,
14 including the revised internal complaint procedure described above in sub-section G, to
15 Defendant's employees in the U.S., including management, supervisory, team manager and
16 human resources employees. Defendant shall request each employee who receives a copy of
17 the Final Policy sign a form acknowledging receipt.

18 4. Throughout the term of this Decree, Defendant shall post the Final
19 policy, including the revised internal complaint procedures described above in sub-section G, in
20 a clearly visible location frequented by employees at Defendant's California facilities.

21 I. Training

22 1. Prior to the Effective Date, Defendant has provided harassment
23 prevention training to its supervisory employees at the California (Fresno and Clovis) sites
24 (the "2-Hour Training"), and one-hour harassment prevention training to its non-supervisory
25 employees at the California sites (the "1-Hour Training").

26 2. Harassment Training. For the second year of this Decree, or in other
27 words, beginning on the one-year anniversary of the Effective Date of this Decree, and
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1 annually thereafter until the end of the Decree, Defendant's non-management employees at its
2 California facilities, shall be required to attend a live training program of at least one hour
3 regarding discrimination, sexual harassment, and related retaliation at Defendant's California
4 facilities (the "Harassment Training"). The Harassment Training under this section shall
5 include a review of federal sexual harassment prevention laws, employees' rights and
6 responsibilities under Title VII and this Decree, and Defendant's Final policy and procedures
7 for reporting and handling complaints of sexual harassment and related retaliation. Examples
8 shall be given of the prohibited conduct to ensure understanding by the employees. All
9 trainings shall be designed to effectively teach adult learners, and will be conducted or
10 supervised by the Consultant. Defendant shall provide a total of three (3) live Harassment
11 Trainings per year at each California facility. Employees who fail to attend live Harassment
12 Training shall receive recorded or other on-line training that is approved by the Consultant.

13 3. Management Training. Starting in the second year of this Decree, and
14 except as set forth in sub Sections 8 and 9 below, every managerial, supervisory, and team
15 manager employees at Defendant's California facilities shall be required to attend a live
16 harassment prevention training conducted of two (2) hours duration by the Consultant annually
17 for the term of this Decree, according to the standards set forth in the EEOC's "Select Task
18 Force on the Study of Harassment in the Workplace," in the section in that report entitled
19 "Compliance Training for Middle-Management and First-Line Supervisors" (the
20 "Management Training"). The Defendant shall work with the Monitor who shall review and
21 provide feedback on the trainings to be conducted under this Decree. Any supervisory
22 employee who fails to attend any scheduled training shall be trained within sixty (60) days of
23 the live training set forth above, or within six (6) months after their promotion/hire date if they
24 begin their employment as a supervisor after the training has occurred for that year. Defendant
25 shall provide a total of three (3) live Management Trainings per year at each California
26 facility. Employees who fail to attend shall receive recorded or other on-line training that is
27 approved by the Monitor and Consultant.

1 4. All Management Trainings at the California facilities shall be conducted
2 or supervised by the Consultant and shall include training on how to take preventive and
3 corrective measures against sexual harassment and related retaliation; and how to recognize
4 and stop such misconduct; and shall focus on effective responses and/or investigations and
5 include role playing on how to handle scenarios and emphasize accountability of management.

6 5. ER Training. All of Defendant's Employee Relations employees
7 responsible for conducting investigations of complaints of sexual harassment and related
8 retaliation from employees at the California facilities shall receive a live advanced Employee
9 Relations training ("ER Training") conducted or supervised by the Consultant on
10 investigating complaints of discrimination, harassment, and retaliation; how to take
11 preventative and corrective measures against discrimination, harassment, and retaliation; and
12 how to recognize and stop harassment, discrimination, and retaliation; and shall focus on
13 effective responses and/or investigations and include role playing on how to handle scenarios
14 and emphasize accountability of management and human resource personnel. This ER
15 Training can be presented in a live webinar. This ER Training shall occur annually for the
16 term of this Decree. Employees who fail to attend live ER Training shall receive recorded or
17 other on-line training that is approved by the Consultant.

18 6. Civility Training. In addition to the Harassment, Management, and ER
19 Training set forth above, all of Defendant's employees at its California facilities, including
20 managers, supervisors, team managers and human resource employees, shall be required to
21 attend a live workplace civility training of at least one hour conducted or supervised by the
22 Consultant (the "Civility Training"). The Civility Training shall incorporate ways to prevent
23 harassment, including sexual harassment, stop bullying, bystander intervention, and have
24 respect for diversity in the workplace. This Civility Training may be provided immediately
25 after the Harassment Training and Management Training. Defendant shall provide three (3)
26 live sessions of Civility Training under this Decree at each facility, and provide a recorded
27 session of the live training for employees who failed to attend the live training, or an on-line
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1 program that is approved by the Consultant. This Civility Training shall be conducted before
2 the first anniversary date of the Effective Date of this Decree and annually thereafter.

3 7. Defendant shall begin the training by showing a short video from a senior
4 executive who explains that harassment prevention, civility, and maintaining a respectful
5 workplace are a high priority of the Company, and that the training is a serious part of the
6 harassment prevention policy.

7 8. Within six (6) months of the date of hire, for the remainder of the term of
8 this Decree, every new, non-managerial employee in the California facilities shall receive the
9 Harassment Training and Civility Training. If they are not able to attend the live training, then
10 recorded training of the live training will satisfy this requirement, or other on-line training
11 approved by the Consultant.

12 9. Within six (6) months of a new management level employee's date of
13 hire, or date of promotion to a management level position, every new manager in the
14 California facilities shall attend Management Training. If they are not able to attend the live
15 training, then recorded training of the live training or other on-line program that is approved
16 by the Consultant will satisfy this requirement.

17 10. Any employee required to attend any training under this Decree shall
18 verify his or her attendance at each training either in writing or by electronic means.

19 11. Within thirty (30) days after the Effective Date, Defendant shall submit
20 to the Monitor the trainings to be provided and an outline of the training curriculum. The
21 training shall be submitted to the Monitor who shall provide feedback prior to the delivery of
22 the trainings.

23 12. Defendant shall give the EEOC a minimum of thirty (30) days advance
24 written notice of the date, time and location of each live training provided pursuant to this
25 Decree, and provide the EEOC with the training materials. An EEOC representative may
26 attend any such training, at the sole discretion of the EEOC. The Monitor shall be informed of
27 the trainings and can attend the trainings to assess the effectiveness of the trainings.

1 J. Performance Evaluations for EEO Compliance

2 1. Defendant shall implement its performance evaluations for managers,
3 supervisors, team managers, and human resource personnel at the California facilities. The
4 performance evaluation shall include a factor on each person's compliance with Defendant's
5 harassment prevention and prohibition on retaliation policy. If a supervisor or manager
6 receives notice of behavior that violates Defendant's harassment prevention or prohibition on
7 retaliation policy, and takes no action to end it or report it, that failure will be a consideration
8 in the evaluation.

9 2. Defendant shall implement a bonus/award/recognition for its California
10 facilities for management reporting discrimination, harassment, and/or retaliation or
11 responding appropriately to complaints of discrimination, harassment, and/or retaliation.

12 3. Defendant shall report to the EEOC in the annual report as set forth
13 below if it held managers accountable, or rewarded them, as described in this Section J.

14 K. Deputy General Counsel/Employment and Diversity & Inclusion Officer

15 Defendant agrees to hire a Deputy General Counsel/Employment and Diversity &
16 Inclusion Officer (DGCE-DIO) who will lead Defendant's employment law function,
17 workforce compliance strategy, and diversity & inclusion (D&I) program, collaborating with
18 leaders across the company to create and deliver initiatives designed to foster a culture of
19 compliance, diversity, and inclusion, while mitigating risk and supporting the organization's
20 business objectives. The DGCE-DIO will also design and lead Defendant's diversity and
21 inclusion program without limitation: Cultivating a work environment which embraces
22 diversity and inclusion including programs which promote sexual harassment and retaliation
23 prevention. The DGCE-DIO will report to a member of the Executive Leadership Team. The
24 Monitor and Consultant shall work with the Deputy General Counsel and the Chief Legal
25 Officer.

26 **XI. RECORD-KEEPING**

27 Defendant shall work with the Consultant to establish a record-keeping procedure that
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1 provides for the centralized tracking of sexual harassment and related retaliation complaints
2 and the monitoring of such complaints to prevent retaliation in the United States. The records
3 to be maintained shall include:

4 A. all non-privileged documents generated in connection with any complaint of
5 sexual harassment and related retaliation, including documents relating to all investigations or
6 resolutions of any complaints and the identities of all witnesses identified by the complainant
7 and/or through Defendant's investigation;

8 B. all returned forms acknowledging employees' receipt of Defendant's revised
9 anti-discrimination, anti-harassment and anti-retaliation policy;

10 C. all documents verifying the occurrence of all training sessions and names and
11 positions of all attendees for each session as required under this Decree;

12 D. all documents generated in connection with the monitoring, counseling and
13 disciplining of employees whom Defendant determined to have engaged in behavior that
14 violates the Company's sexual harassment prevention policy;

15 E. all documents generated in connection with Defendant's confidential follow-up
16 inquiries into whether any complainant believes he or she has been retaliated against; and

17 F. all documents generated in connection with the establishment or review of
18 performance evaluation measures for team managers, supervisors and managers; and if it held
19 managers accountable for not reporting complaints of sexual harassment and/or retaliation, and
20 also for rewarding those managers who did report correctly as part of its reporting process.

21 Defendant shall make the aforementioned records of its California facilities available to
22 the EEOC within ten (10) business days following a written request by the EEOC.

23 In the event that the Monitor or Consultant raises concerns about potential non-
24 compliance of the Decree, the EEOC may request documents or information, including
25 interviews of witnesses, that the EEOC determines is necessary to conduct an inquiry into the
26 specific compliance issue. Defendant shall make the requested information or documents
27 available to the Monitor and the EEOC. Defendant shall cooperate with the Monitor and
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1 Consultant to ensure access to information to carry out their duties under this Decree.

2 **XII. REPORTING**

3 In addition to the notice and reporting requirements set forth specifically above,
4 Defendant shall provide the following reports to the EEOC in writing by mail or e-mail:

5 A. Within one hundred and twenty (120) days after the Effective Date, Defendant
6 shall submit to EEOC an initial report containing:

7 1. a copy of the Final anti-discrimination, anti-harassment and anti-
8 retaliation policy, including a description of the Company's internal complaint procedure
9 provided by the policy;

10 2. a summary of the procedures and record-keeping methods developed
11 with the Consultant for centralized tracking of discrimination, harassment and retaliation
12 complaints and the monitoring of such complaints;

13 3. a statement confirming that a review of the prior complaints of sexual
14 harassment and/or retaliation as identified in *supra* section X(D)(9) has been completed and a
15 summary of any changes to Defendant's policy and/or procedures to address issues, if any that
16 were identified through the review; and

17 4. a statement confirming that the required notices pertaining to this Decree
18 and the Final Policy have been posted;

19 5. a statement confirming all training as of the initial report date has been
20 completed;

21 6. a statement confirming that Defendant has complied with Section IX.
22 "Claimant Specific Injunctive Relief;" and

23 7. a statement confirming whether it held managers accountable for not
24 reporting complaints of sexual harassment and/or retaliation, and also for rewarding those
25 managers who did report correctly as part of its reporting process.

26 B. Defendant shall also provide the following reports to the EEOC annually
27 throughout the term of this Decree for Defendant's California facilities:

- 1 1. complete employee list, including start date and job title;
- 2 2. complete attendance lists for all training sessions required under this
3 Decree that took place during the previous six months;
- 4 3. a description of all sex harassment and related retaliation complaints
5 arising out of Defendant’s California facilities that were made, investigated or resolved in the
6 previous 12-months, including the names of the complainants; the nature of the complaint; the
7 names of the alleged perpetrators of discrimination, harassment or retaliation; the dates of the
8 alleged harassment or retaliation; a brief summary of how each complaint was resolved; and
9 the identity of each of Defendant employee(s) who investigated or resolved each complaint
10 and the identity for each witness identified by the complainant and/or investigation;
- 11 4. a review of the monitoring done when more than one complaint is filed
12 by or against a particular employee, as well as any investigation or resolution; and
- 13 5. a report on the results of the California audits conducted what was
14 observed, who was interviewed, and what course of action, if any, were taken, and an
15 assessment of how effectively the Defendant is addressing any issues related to harassment
16 and retaliation;
- 17 6. Defendant shall provide to the Claims Administrator and to the EEOC a
18 written report (the “Reinstatement Log”) (a) identifying any potential candidate who is not a
19 Reinstatement Candidate – with an explanation of Defendant’s rationale for making that
20 determination, and (b) identifying each Reinstatement Candidate and stating the terms and
21 conditions of the conditional offer of reinstatement that Defendant intends to convey to each
22 Reinstatement Candidate –with an explanation of Defendant’s rationale for determining the
23 terms and conditions of the conditional offer of reinstatement. This section is not intended to
24 duplicate what is set forth in the Reinstaement provision.

25 C. Defendant shall also report to the EEOC any planned changes to the Final
26 Policy, procedures or record-keeping methods for complaints, at least thirty (30) days prior to
27 implementing such changes.

1 **XIII. COSTS OF ADMINISTRATION AND IMPLEMENTATION OF CONSENT**
2 **DECREE**

3 Defendant shall bear all costs associated with its administration and implementation of
4 its obligations under this Decree.

5 **XIV. COSTS AND ATTORNEYS' FEES**

6 Each Party shall bear its own costs of suit and attorneys' fees.

7 **XV. MISCELLANEOUS PROVISIONS**

8 A. During the term of this Decree, Defendant shall provide any potential successor-
9 in-interest with a copy of this Decree within a reasonable time of not less than thirty (30) days
10 prior to the execution of any agreement for acquisition or assumption of control of
11 Defendant's California facilities, or any other material change in corporate structure that
12 would affect Defendant's California facilities, and shall simultaneously inform the EEOC of
13 same.

14 B. During the term of this Decree, Defendant and its successors shall ensure that
15 each of its directors, officers, human resource personnel, managers, supervisors and team
16 managers are aware of any term(s) of this Decree which may be related to his/her job duties.

17 C. Unless otherwise stated, all notices, reports and correspondence required under
18 this Decree shall be delivered to the attention of the Regional Attorney, Anna Y. Park, U.S.
19 Equal Employment Opportunity Commission, Los Angeles District Office, 255 E. Temple St.,
20 4th Fl., Los Angeles, CA 90012.

21 D. The Parties agree to entry of this Decree and judgment subject to final approval
22 by the Court.

23 **XVI. COUNTERPARTS AND FACSIMILE SIGNATURES**

24 This Decree may be signed in counterparts. A facsimile signature shall have the same
25 force and effect of an original signature or copy thereof.
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1 All parties, through the undersigned, respectfully apply for and consent to the entry of
2 this Decree as an Order of this Court.

3
4
5 U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

6
7 Dated: _____, 2018

By:

Anna Y. Park, Regional Attorney
Attorney for Plaintiff EEOC

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9
10 Dated: _____, 2018

By:

Michael J. Nader
Attorney for Alorica, Inc.

11
12
13 Dated: _____, 2018

By:

Tania King
Chief Legal Officer
Alorica, Inc.

ORDER

The provisions of the foregoing Consent Decree are hereby approved and compliance with all provisions thereof is HEREBY ORDERED.

The Clerk of Court is directed to CLOSE THIS CASE.

The Court hereby retains jurisdiction over this Consent Decree until the its termination, as determined by this Court.

IT IS SO ORDERED.

Dated: July 30, 2018

/s/ Lawrence J. O'Neill
UNITED STATES CHIEF DISTRICT JUDGE

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