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District Court

NOV - 6 2007

For The Northern Mariana Islands
By _____
(Deputy Clerk)

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22 **IN THE UNITED STATES DISTRICT COURT**
23 **FOR THE NORTHERN MARIANA ISLANDS**

24 U.S. EQUAL EMPLOYMENT
25 OPPORTUNITY COMMISSION,

26 Plaintiff,

27 v.

28 RIFU APPAREL CORPORATION;
KYUNGSEUNG (SAIPAN), INC.;
POONG IN (SAIPAN), INC.; and
L & S APPAREL CORPORATION;

Defendants.

Case No.: 06-0030

ARM
**[PROPOSED] FINAL JUDGMENT
AND CONSENT DECREE
BETWEEN PLAINTIFF EEOC AND
DEFENDANT POONG IN
(SAIPAN), INC., ONLY**

Plaintiff U.S. Equal Employment Opportunity Commission (the "EEOC" or
"Commission") and Defendant Poong In (Saipan), Inc. ("Poong In") hereby

1 stipulate and agree to entry of this Final Judgment and Consent Decree and Notice
2 of Settlement (the "Decree") to fully and finally resolve the Commission's
3 complaint against Defendant Poong In only in U.S. Equal Employment
4 Opportunity Commission v. Rifu Apparel Corporation; Kyungseung (Saipan), Inc.;
5 Poong In (Saipan), Inc.; and L & S Apparel Corporation; Case No. 06-0030 (the
6 "Action"). On September 28, 2006, Plaintiff filed this Action in the United States
7 District Court for the Northern Mariana Islands claiming violations of Title VII of
8 the Civil Rights Act of 1964, as amended, and the Pregnancy Discrimination Act
9 of 1978, 42 U.S.C. § 2000e *et seq.* ("Title VII"). The Action, as amended on May
10 29, 2007, alleges that Defendants discriminated against Charging Parties Ou He
11 Qian, Xiao Yan Chen, Peng Ying Lu, and Lian Qin Li and other similarly situated
12 women due to their sex (pregnancy). The resolution memorialized in this decree is
13 on with regards to Defendant Poong In (Saipan), Inc., and does not affect the
14 pending action between the EEOC and Defendants Rifu Apparel Corporation;
15 Kyungseung (Saipan), Inc.; and L & S Apparel Corporation.

16 II.

17 **PURPOSES AND SCOPE OF THE CONSENT DECREE**

18 A. The Decree is made and entered into by and between the EEOC and
19 Poong In, and shall be binding on and enforceable against the EEOC and Poong In,
20 as well as its officers, directors, agents, successors and assigns (the "Releasees").
21 Collectively, the EEOC, Poong In, and Releasees are referred to herein as the
22 "Parties."

23 B. The Parties have entered into this Decree for the following purposes:

- 24 1. To provide appropriate monetary and injunctive relief;
- 25 2. To ensure that its employment practices comply with federal
26 law;
- 27 3. To ensure a work environment free from retaliation;
- 28

1 this Decree are fair, reasonable and just. This Decree conforms with the Federal
2 Rules of Civil Procedure and Title VII and is not in derogation of the rights or
3 privileges of any person.

4 B. The Court shall retain jurisdiction of this action during the duration of
5 the Decree for the purposes of entering all orders, judgments and decrees that may
6 be necessary to implement the relief provided herein.

7 V.

8 **EFFECTIVE DATE AND DURATION OF DECREE**

9 A. The provisions and agreements contained herein are effective
10 immediately upon the date which this Decree is entered by the Court (the
11 "Effective Date").

12 B. Except as otherwise provided herein, this Decree shall remain in
13 effect for four (4) years after the Effective Date.

14 VI.

15 **MODIFICATION AND SEVERABILITY**

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

20 B. If one or more provisions of the Decree are rendered unlawful or
21 unenforceable, the Parties shall make good faith efforts to agree upon appropriate
22 amendments to this Decree in order to effectuate the purposes of the Decree. In
23 any event, the remaining provisions will remain in full force and effect unless the
24 purposes of the Decree cannot, despite the Parties' best efforts, be achieved.

25 C. By mutual agreement of the Parties, this Decree may be amended or
26 modified in the interests of justice and fairness in order to effectuate the provisions
27 herein.

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VII.

COMPLIANCE AND DISPUTE RESOLUTION

A. The Parties expressly agree that if the Commission has reason to believe that Poong In or the Releasees have failed to comply with any provision of this Consent Decree, the Commission may bring an action before this Court to enforce the Decree. Prior to initiating such action, the Commission will notify Poong In and/or its successors, and its/their legal counsel of record, in writing, of the nature of the dispute. This notice shall specify the particular provision(s) that the Commission believes Poong In and/or its successors have breached. Absent a showing by either party that the delay will cause irreparable harm, Poong In and/or its successors shall have thirty (30) days to attempt to resolve or cure the breach.

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

C. After thirty (30) days have passed with no resolution or agreement to extend the time further, the Commission may petition this Court for resolution of the dispute, seeking all available relief, including an extension of the term of the Decree for such period of time as Poong In and/or its successors are shown to be in breach of the Decree and the Commission's costs and attorneys' fees incurred in securing compliance with the Decree.

VIII.

MONETARY RELIEF

A. In settlement of this lawsuit, Poong In shall pay a total of \$60,000.00 (sixty thousand dollars and zero cents). The distribution of monies to Ou He Qian, Jun Mei Lu, Jin Ping Wu, and Hahn Thi Vu shall be made at the sole discretion of the EEOC.

B. The EEOC shall send to Poong In a letter designating the amount of the individual distributions to be made and the addresses to which the checks should be sent. Within five (5) days of receipt from this letter, Poong In, who will

1 receive releases from each of Ou He Qian, Jun Mei Lu, Jin Ping Wu, and Hahn Thi
2 Vu before payment, shall forward, via certified mail, corresponding checks to Ou
3 He Qian, Jun Mei Lu, Jin Ping Wu, and Hahn Thi Vu. The monies shall be
4 designated as non-wage compensation under Title VII, and no tax withholding
5 shall be made. Poong In shall prepare and distribute 1099 tax reporting forms to
6 each individual identified by the EEOC and shall make the appropriate reports to
7 the Internal Revenue Service and other tax authorities. Within three (3) business
8 days of the issuance of each and every settlement check, the Company shall submit
9 a copy of each check and related correspondence to Anna Y. Park, Regional
10 Attorney for the U.S. Equal Employment Opportunity Commission, 255 East
11 Temple Street, 4th Floor, Los Angeles, CA, 90012.

12 IX.

13 GENERAL INJUNCTIVE RELIEF

14 A. Non-Discrimination:

15 Poong In and its successors, as well as their officers, agents, management
16 (including all supervisory employees), successors, assigns, and all those in active
17 concert or participation with them, or any of them, hereby are enjoined not to
18 discriminate against persons on the basis of sex or pregnancy in the terms and
19 conditions of employment or through creation of a hostile work environment.

20 B. Retaliation:

21 Poong In, its officers, agents, management (including all supervisory
22 employees), successors, assigns, and all those in active concert or participation
23 with them, or any of them, hereby are enjoined not to engage in, implement or
24 permit any action, policy or practice with the purpose of retaliating against any
25 current or former employee or applicant of Poong In and/or its successors, or either
26 of them, because he or she has in the past, or during the term of this Decree: (a)
27 opposed any practice made unlawful under Title VII; (b) filed a charge of
28 discrimination alleging such practice; (c) testified or participated in any manner in

1 any investigation (including without limitation, any internal investigation
2 undertaken by Poong In and/or its successors) or proceeding in connection with
3 this case and/or relating to any claim of a Title VII violation; (d) was identified as
4 a possible witness or claimant in this action; (e) asserted any rights under this
5 Decree; or (f) sought and/or received any relief in accordance with this Decree.

6 **X.**

7 **SPECIFIC INJUNCTIVE RELIEF**

8 **A. Policies and Procedures:**

9 Poong In shall review, implement, revise (as necessary), distribute, and post
10 its policies and procedures against discrimination and retaliation prohibited by
11 Title VII (the "Policy"). Such policies and practices shall include:

- 12 1. A clear explanation of prohibited conduct;
- 13 2. Assurance that employees who make complaints of harassment and/or
14 discrimination or provide information related to such complaints are
15 protected against retaliation;
- 16 3. Assurance that Poong In will take prompt and appropriate corrective
17 action when it determines that discrimination and/or retaliation has
18 occurred.

19 *Within thirty (30) days of the Effective Date of this Decree, Poong In shall*
20 *provide to the EEOC a copy of the Policy. Within forty-five (45) days of the*
21 *Effective Date, Poong In shall ensure that it has distributed its Policy, in the*
22 *primary language of the employee or manager, to each Poong In employee and*
23 *manager. Within forty-five (45) days of the Effective Date, Poong In shall submit*
24 *to the Commission a statement confirming the distribution of the Policy.*

25 *Within forty-five (45) days of the Effective Date, Poong In shall ensure that*
26 *it has posted the Policy, translated into English, Chinese and Korean in legible*
27 *font, in a place both conspicuous and accessible to all employees. Within forty-*
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1 five (45) days of the Effective Date, Poong In shall submit to the Commission a
2 statement confirming this distribution and posting of the Policy.

3 For each new employee and manager hired after the training described
4 above, Defendant Poong In shall ensure that the new employee and manager
5 received the Policy within thirty (30) days of employment.

6 B. Posting of Notice of Consent Decree and Settlement:

7 Within thirty (30) days of the Effective Date, Poong In shall ensure that it
8 has posted the Notice of Consent Decree and Settlement (the "Notice," attached to
9 the Consent Decree as Attachment A), translated into English, Chinese and
10 Korean, in a conspicuous and accessible place to all employees in legible font.
11 Within thirty (30) days of the Effective Date, Poong In shall submit to the
12 Commission a statement confirming the posting of the Notice.

13 C. Training:

14 Within ninety (90) days of the Effective Date of this Decree, Poong In shall
15 provide training of at least one hour duration to all managers, supervisors, and
16 human resources/compliance personnel covering its Policy and federal laws
17 regarding employment discrimination on the basis of sex or pregnancy. All
18 persons required to attend such training shall verify their attendance in writing.
19 Within ninety (90) days of the Effective Date, Poong In shall submit to the
20 Commission a statement describing the training provided and the materials to be
21 used in this training.

22 By the end of each year following the Effective Date of this Decree, Poong
23 In and/or its successors shall provide an additional training to all managers,
24 supervisors, and human resources/compliance personnel covering its Policy and
25 federal laws regarding employment discrimination on the basis of sex or
26 pregnancy. All persons required to attend such training shall verify their
27 attendance in writing. Within ten (10) days of each additional training, Poong In
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1 and/or its successors shall submit to the Commission a statement describing the
2 training provided and the materials used in each training.

3 D. Record Keeping:

4 Poong In and/or its successors shall establish a record-keeping procedure
5 that provides for the centralized tracking of discrimination complaints and the
6 monitoring of such complaints to prevent retaliation. The records to be maintained
7 shall include:

- 8 1. All documents generated in connection with any complaint,
9 investigation into, or resolution of every complaint of
10 discrimination or retaliation for the duration of the Decree and the
11 identities of the parties involved;
- 12 2. All forms acknowledging any new employees' receipt of Poong
13 In's revised discrimination and anti-retaliation policy; and
- 14 3. All documents verifying the occurrence of all training sessions and
15 names and positions of all attendees for each session as required
16 under this Decree

17 The foregoing documents shall be summarized in the annual reports set
18 forth below.

19 E. Reporting:

20 Poong In and/or its successors shall provide the following reports
21 annually throughout the term of this Decree:

- 22 1. The attendance lists of all attendees for all training sessions
23 required under this Decree that took place during the previous
24 twelve months;
- 25 2. Acknowledgments of receipt of the revised discrimination and
26 harassment policy for all new employees hired during the previous
27 twelve months;

- 1 3. A description of all discrimination and/or retaliation complaints made
2 since the submission of the immediately preceding report hereunder.
3 This description shall include the names of the individuals alleging
4 discrimination or retaliation, the nature of the harassment or
5 retaliation, the names of the alleged perpetrators of harassment or
6 retaliation, the dates of the alleged discrimination or retaliation, a
7 brief summary of how each complaint was resolved, and the identity
8 of Poong In's employee(s) who investigated or resolved each
9 complaint. If no results have been reached as of the time of the
10 report, the result shall be included in the next report;
11 4. An analysis of the monitoring done for repeat complaints by
12 employees and investigation of complaints; and
13 5. Verification that the Notice of Consent Decree and Settlement has
14 continued to be posted in a conspicuous and accessible place to all
15 employees.
16 E. Notification of Closure:
17 If Poong In or the Releasees have ceased all business operations within the
18 CNMI or any insular area or state of United States of America before the
19 expiration of this Decree, Poong In and/or its successors will notify the EEOC and
20 provide proof of such closure. Poong In understands that its obligations under the
21 Consent Decree continue for the full-term of the Consent Decree, regardless of
22 whether Poong In eventually ceases operations. If Poong In or the Releasees
23 during the term of the Consent Decree start another business entity in Saipan or
24 any insular area or state of the United States, they shall notify the EEOC in writing
25 within ten (10) days of the initiation of operations.
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1 All Parties, through the undersigned, respectfully apply for and consent to
2 the entry of this Consent Decree Order.

3
4 Respectfully submitted,

5 U.S. EQUAL EMPLOYMENT
6 OPPORTUNITY COMMISSION

7 Anna Y. Park
8 Derek W. Li
9 Thomas S. Lepak

10 Date: October 22, 2007

11 By: 

12 Derek W. Li
13 Attorneys for Plaintiff

14 Date: October 31, 2007

15 By: 

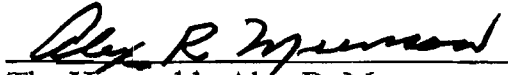
16 Richard W. Pierce
17 Attorney for Defendant Poong In

18 **[PROPOSED] ORDER**

19 GOOD CAUSE having been shown, the provisions of the foregoing Consent
20 Decree are hereby approved and compliance with all provisions thereof is

21 **IS HEREBY ORDERED, ADJUDGED AND DECREED.**

22 Date: 11-6-07

23 
24 The Honorable Alex R. Munson
25 United States District Court Judge
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Attachment A

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. EEOC v. Rifu Apparel Corporation; Kyungseung (Saipan), Inc.; Poong In (Saipan), Inc.; and L & T Apparel Corporation, Case No. 06-0030, settling claims by the United States Equal Employment Opportunity Commission ("EEOC") against Defendant Poong In (Saipan), Inc. ("Poong In"), only.

In its suit, the EEOC alleged that Defendant Poong In discriminated against certain female employees due to their sex and pregnancy in violation of Title VII of the Civil Rights Act of 1964 and the Pregnancy Discrimination Act of 1978 ("Title VII").

To resolve this lawsuit, the parties have entered into a Consent Decree which provides for injunctive remedies including the following:

1. To provide appropriate monetary relief;
2. To ensure that its employment practices comply with federal law;
3. To ensure a work environment free from retaliation;
4. To ensure training of managers in employment discrimination law; and
5. To ensure dissemination of a policy against employment discrimination.

The EEOC enforces the federal laws against discrimination in employment on the basis of disability, race, color, religion, national origin, sex and age. If you believe you have been discriminated against, you may contact the EEOC at 300 Ala Moana Blvd., Room 7-127, P.O. Box 50082, Honolulu, Hawaii, 96850-0051; or you may call phone number (808) 541-3120. The EEOC charges no fees and has employees who speak languages other than English, including Chinese.

No action may be taken against any employee by any Poong In management official for:

1. opposing discriminatory practices made unlawful by federal law,
2. filing, or assisting or participating in the filing of a charge of discrimination, or
3. assisting or participating in an investigation brought under Title VII.

Any such retaliatory actions should be reported to the EEOC at the address listed above.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for four (4) years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to the EEOC at:
300 Ala Moana Blvd., Room 7-127, P.O. Box 50082, Honolulu, Hawaii, 96850-0051
(Re: Consent Decree with Defendant Poong In).

Date: NOVEMBER 6, 2007


U.S. District Judge Alex R. Munson