

FILED
Clerk
District Court

JUL 28 2009

For The Northern Mariana Islands
By _____
(Deputy Clerk)

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24 Attorneys for Defendants
25 L&T INTERNATIONAL CORP.;
26 L&T GROUP OF COMPANIES, LTD.;
27 TAN HOLDINGS CORP.; TAN HOLDINGS
28 OVERSEAS, INC.; CONCORDE GARMENT
MANUFACTURING CORP.; MICRO
PACIFIC, INC.; SEASONAL INC.

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN MARIANA ISLANDS

U.S. Equal Employment Opportunity
Commission,

Plaintiff,

v.

L&T International Corporation; L&T Group of
Companies, Ltd.; Tan Holdings Corporation;
Tan Holdings Overseas, Inc.; Concorde
Garment Manufacturing Corporation; Micro
Pacific, Inc.; Seasonal, Inc.; and Does 1-5,
Inclusive,

Defendants.

Civil Case No.: CV 06-0031

ARM
**[PROPOSED] JUDGMENT AND
CONSENT DECREE BETWEEN
PLAINTIFF EEOC AND DEFENDANTS**

Plaintiff U.S. Equal Employment Opportunity Commission (the “EEOC” or “Commission”) and Defendants Seasonal, Inc.; Concorde Garment Manufacturing Corporation; and L&T Group of Companies, Ltd.—which was formerly known as L&T International Corporation—(collectively, “Defendants”) hereby stipulate and agree to entry of this Final Judgment and Consent Decree (the “Decree”) to fully and finally resolve Plaintiff’s claims against Defendants in Civil Case No. 06-0031 titled U.S. Equal Employment Opportunity Commission v. L&T International Corporation; L&T Group of Companies, Ltd.; Tan Holdings Corp.; Tan Holdings Overseas, Inc.; Concorde Garment Manufacturing Corp.; Micro Pacific, Inc.; Seasonal, Inc.; and Does 1-5, Inclusive (the “Action”). Plaintiff filed the Action in the U.S. District Court for the Northern Mariana Islands claiming violations of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e *et seq.* (“Title VII”). Specifically, the EEOC alleged that Defendants terminated fourteen former employees—i.e., Messrs. Vega, Dayrit, Del Rosario, De Vera, Islam, Ilarde, Kadir, Miguel, Mothalib, Monir, Orense, Rahman, Santos, and Uddin (collectively, the “Claimants”)—in retaliation for their filing of EEOC charges of discrimination and/or because of their national origin (Filipino, Bangladeshi).

II.

PURPOSES AND SCOPE OF THE CONSENT DECREE

A. The Decree is made and entered into by and between the EEOC and Defendants (collectively, the “Parties”). The Decree shall be binding on and enforceable on the EEOC and Defendants, as well as their officers, directors, agents, successors and assigns. This Decree is intended to resolve the disputed claims between the Parties.¹ By agreeing to this Decree, Defendants do not admit

¹ The Decree encompasses the same injunctive relief as the decrees in Case No. 08-0037 and 08-0038, each titled U.S. EEOC v. L&T International Corporation, et al., alleging Defendants discriminated against and/or harassed a class of individuals because of sex (pregnancy) and age in violation of Title VII and the ADEA.

1 any violation of the law as alleged in the complaint. The EEOC will dismiss Micro
2 Pacific, Inc.; Concorde Garment Manufacturing Corporation; Tan Holdings Corp.;
3 and Tan Holdings Overseas, Inc. as defendants in this suit. However, in the
4 interest of promoting equal employment opportunities, Tan Holdings Corp. and
5 Tan Holdings Overseas, Inc. (collectively, the "Other Corporate Entities"), agree to
6 comply and be bound by the injunctive relief remedies set forth in the Decree to
7 the same degree those injunctive provisions apply to Defendants.

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

- 9 1. To provide appropriate monetary and injunctive relief;
- 10 2. To ensure that its employment practices comply with federal
11 law;
- 12 3. To ensure a work environment free from retaliation and
13 unlawful discrimination;
- 14 4. To ensure training of managers in employment discrimination
15 law;
- 16 5. To ensure dissemination of an employment discrimination
17 policy reflective of federal law; and
- 18 6. To conclude and terminate this case.

19 **III.**

20 **RELEASE OF CLAIMS**

21 A. This Decree fully and completely resolves all issues, claims and
22 allegations raised by the EEOC against Defendants in the Action.

23 B. Nothing in this Decree shall be construed to preclude any party from
24 bringing suit to enforce this Decree in the event that any party hereto fails to
25 perform the promises and representations contained herein.

26 C. Nothing in this Decree shall be construed to limit or reduce
27 Defendants' obligations to comply fully with Title VII or any other federal
28 employment statute.

1 D. This Decree in no way affects the EEOC's right to bring, process,
2 investigate or litigate other charges that may be in existence or may later arise
3 against Defendants in accordance with standard EEOC procedures.

4 IV.

5 **JURISDICTION**

6 A. The Court has jurisdiction over the Parties and the subject matter of
7 this lawsuit. The Action asserts claims that, if proven, would authorize the Court
8 to grant the equitable relief set forth in this Decree. The terms and provisions of
9 the Decree are fair, reasonable and just. The Decree conforms with Title VII and
10 the Federal Rules of Civil Procedure and is not in derogation of the rights or
11 privileges of any person.

12 B. The Court shall retain jurisdiction during the duration of the Decree
13 for the purposes of entering all orders, judgments and decrees that may be
14 necessary to implement the relief provided herein.

15 V.

16 **EFFECTIVE DATE AND DURATION OF DECREE**

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

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

22 VI.

23 **MODIFICATION AND SEVERABILITY**

24 A. This Decree constitutes the complete understanding of the Parties with
25 respect to the matters contained herein. No waiver, modification or amendment of
26 any provision of this Decree will be effective unless made in writing and signed by
27 an authorized representative of each of the Parties.
28

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

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

VII.

COMPLIANCE AND DISPUTE RESOLUTION

A. The Parties expressly agree that if the Commission has reason to believe that Defendants 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 Defendants, any successor, and/or 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 Defendants and/or any successors have breached. Absent a showing by either of the Parties that the delay will cause irreparable harm, Defendants and/or any successors shall have thirty (30) days to attempt to resolve or cure a breach of any non-monetary provisions, and five (5) business days to attempt to resolve or cure a breach of any monetary provision.

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—in the case of a non-monetary breach—or five (5) business days have passed—in the case of a monetary breach—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

1 time as the Defendants and/or any successor are shown to be in breach of the
2 Decree and including payment for the Commission's costs and attorneys' fees
3 incurred in securing compliance with the Decree.

4 **VIII.**

5 **MONETARY RELIEF**

6 A. In settlement of this lawsuit, Defendants agree to pay an aggregate
7 sum of \$210,910.00 (two hundred ten thousand nine hundred ten dollars and zero
8 cents) to the Claimants as designated by the EEOC and set forth herein. The
9 distribution of monies to the Claimants shall be made at the sole discretion of the
10 EEOC.

11 B. The EEOC shall send to the Defendants a letter (the "Distribution
12 Letter") designating the amount of the distributions to be made and the addresses
13 to which the checks should be sent. Within five (5) business days of the Effective
14 Date, via certified mail or hand delivery, Defendants shall issue to each Claimant
15 payments in the amounts designated in the Distribution Letter. The monies shall
16 be designated as non-wage compensation under Title VII, and no tax withholding
17 shall be made. The Defendants shall prepare and distribute 1099 tax reporting
18 forms to each individual identified by the EEOC and shall make the appropriate
19 reports to the Internal Revenue Service and or other Federal, State or
20 Commonwealth taxing authority.

21 E. Within five (5) business days of the issuance of each settlement check,
22 the Defendants shall submit a copy of each check and related correspondence to
23 the EEOC. Within five (5) business days of the return of any check, the
24 Defendants shall notify the EEOC in writing of each check that is returned. The
25 EEOC may take further steps to track those Claimants whose settlement checks are
26 returned, and/or the EEOC may designate a new distribution for any amount not
27 paid to any such Claimant—including, if necessary, designation of any amounts to
28

1 be paid to a non-profit organization—and shall be at the sole discretion of the
2 EEOC.

3 **IX.**

4 **GENERAL INJUNCTIVE RELIEF**

5 A. Non-Discrimination

6 Defendants, their officers, agents, management (including all supervisory
7 employees), successors, assigns, and all those in active concert or participation
8 with them, or any of them, hereby are enjoined not to discriminate against persons
9 on the basis of national origin, age, or sex (including pregnancy) in the terms and
10 conditions of employment.

11 B. Retaliation

12 Defendants, their officers, agents, management (including all supervisory
13 employees), successors, assigns, and all those in active concert or participation
14 with them, or any of them, hereby are enjoined not to engage in, implement or
15 permit any action, policy or practice with the purpose of retaliating against any
16 current or former employee or applicant of Defendants and/or any successors, or
17 either of them, because he or she has in the past, or during the term of this Decree:

- 18 1. Opposed any practice made unlawful under Title VII or the
19 ADEA;
- 20 2. Filed a charge of discrimination alleging such practice;
- 21 3. Testified or participated in any manner in any investigation
22 (including without limitation, any internal investigation
23 undertaken by any of the Defendants and/or their successors) or
24 proceeding in connection with this case and/or relating to any
25 claim of a violation of Title VII or the ADEA;
- 26 4. Was identified as a possible witness or claimant in the Action;
- 27 5. Asserted any rights under the Decree; or
- 28

6. Sought and/or received any relief in accordance with the Decree.

X.

SPECIFIC INJUNCTIVE RELIEF

A. Revision of Policies and Procedures

Defendants shall review, implement, revise (as necessary), distribute, and post its policies and procedures against discrimination on the basis of national origin, age or sex (including pregnancy), and retaliation as prohibited by Title VII and the ADEA (the "Policy"). The Policy shall include:

1. A clear explanation of prohibited conduct;
2. Assurance that employees who, in good faith, make complaints of discrimination or provide information related to such complaints are protected against retaliation; and
3. Assurance those Defendants will take prompt and appropriate corrective action when they determine that discrimination and/or retaliation has occurred.

Within thirty (30) days of the Effective Date of this Decree, Defendants shall provide to the EEOC a copy of their Policy.

B. Posting/Distribution of the Policy

Within forty-five (45) days of the Effective Date, Defendants shall ensure that they have distributed their Policy to each employee, including any management employee. The Policy distributed shall be provided in the primary language of the employee or manager receiving it. For each new employee and manager hired after the distribution described above, each of the Defendants shall ensure that the new employee or manager received the Policy within thirty (30) days of employment.

1 Within forty-five (45) days of the Effective Date, Defendants shall ensure
2 that it has posted the Policy, in legible font, translated into English, Tagalog,
3 Chinese and Korean, in a place both conspicuous and accessible to all employees.

4 Within forty-five (45) days of the Effective Date, Defendants shall submit to
5 the Commission a statement confirming distribution and posting of the Policy.

6 C. Posting of Notice of Consent Decree and Settlement

7 Within thirty (30) days of the Effective Date, Defendant 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), to the extent necessary, translated into
10 English, Tagalog, Chinese and Korean in legible font, in a conspicuous and
11 accessible place to all employees, including all management employees. Within
12 thirty (30) days of the Effective Date, Defendants shall submit to the Commission
13 a statement confirming posting of the Notice.

14 D. Equal Employment Opportunity Consultant

15 Within sixty (60) days after the Effective Date, Defendants shall retain an
16 Equal Employment Opportunity Consultant (“Consultant”) with demonstrated
17 experience in the area of employment discrimination issues, to monitor Defendants
18 and the Other Corporate Entities’ compliance with Title VII—including provisions
19 regarding retaliation and discrimination on the basis of national origin and sex
20 (pregnancy)—and the ADEA—including provisions regarding retaliation and
21 discrimination on the basis of age—and the provisions of this Decree.

22 The Consultant shall be subject to the Commission’s approval, which shall
23 not be unreasonably withheld. Defendants and the Other Corporate Entities shall
24 propose a Consultant to the Commission. Defendants and the Other Corporate
25 Entities will attempt to identify individuals located within Hawaii, Guam or the
26 Commonwealth of the Northern Mariana Islands as proposed consultants. If such
27 individuals are unavailable or if the Commission does not approve the proposed
28 consultant, the Commission shall provide Defendants and the Other Corporate

1 Entities with a list of at least three (3) suggested candidates acceptable to the
2 Commission. Defendants shall bear all costs associated with the selection and
3 retention of the Consultant and the performance of his/her/its duties.

4 The Consultant's monitoring responsibilities shall be for a period of eighteen
5 (18) months. The Consultant shall:

- 6 1. Implement Defendants and the Other Corporate Entities'
7 procedures regarding handling complaints of discrimination and
8 retaliation in compliance with their obligations under this
9 Decree;
- 10 2. Help implement an anti-discrimination policy and reporting
11 procedure that will effectively carry out Defendants and the
12 Other Corporate Entities' obligations under this Decree;
- 13 3. Ensure that Defendants and the Other Corporate Entities'
14 employees, including management employees, are trained on
15 their rights and responsibilities under Title VII and the ADEA,
16 including but not limited to their responsibility to provide a
17 workplace free of retaliation and discrimination on the basis of
18 national origin, age, and sex (pregnancy), including in relation
19 to proper hiring and firing protocols under Title VII and the
20 ADEA.
- 21 4. Ensure that all individuals who have had or will have
22 management responsibilities over employees of Defendants or
23 the Other Corporate Entities—whether employed by
24 Defendants, the Other Corporate Entities, or another entity—are
25 trained on policies and procedures relating to retaliation and
26 discrimination on the basis of national origin, age, and sex
27 (including pregnancy);
28

- 1 5. Ensure that Defendants or the Other Corporate Entities are not
2 retaliating against employees or discriminating against them on
3 the basis of national origin, age or sex (including pregnancy),
4 by collecting, tracking and analyzing hiring and termination
5 data;
- 6 6. Ensure the Defendants and the Other Corporate Entities
7 investigate all complaints of retaliation and discrimination on
8 the basis of national origin, age, and sex (including pregnancy)
9 in compliance with Title VII, the ADEA and the Policy;
- 10 7. Ensure that Defendants and the Other Corporate Entities
11 properly communicate with complainants regarding the
12 complaint procedure, status of the complaint investigation,
13 results of the investigation, and any appropriate remedial action
14 taken;
- 15 8. Ensure that Defendants and the Other Corporate Entities'
16 reports required by this Decree are accurately compiled and
17 timely submitted;
- 18 9. Ensure that Defendants and the Other Corporate Entities'
19 policies hold all employees, including management employees,
20 accountable for engaging in conduct prohibited under this
21 Decree or the Policy;
- 22 10. Ensure that Defendants and the Other Corporate Entities create
23 a centralized system of tracking discrimination and retaliation
24 complaints; and
- 25 11. Prepare a brief annual report on progress made by Defendants
26 and the Other Corporate Entities and their compliance under
27 this Decree.
- 28

1 Thirty (30) days prior to any training required under this Decree, the
2 Consultant will mail by regular mail to the Commission:

- 3 1. Proposed discrimination and retaliation training materials;
- 4 2. The dates, times and locations of each of the training sessions;
- 5 and
- 6 3. The identity of the person(s) and/or organization(s) conducting
- 7 the training programs.

8 Within sixty (60) days of the Effective Date of this Decree, the Consultant
9 shall submit to the Commission a report which contains:

- 10 1. A statement confirming that the required Notice of Terms of the
- 11 Decree has been posted;
- 12 2. Copies of the revised Policy;
- 13 3. Copies of all employee acknowledgment forms indicating
- 14 receipt of the revised Policy;
- 15 4. A statement confirming the establishment of a confidential
- 16 complaint mechanism to the Consultant for receiving
- 17 complaints against company owner(s) or other high
- 18 management officials;
- 19 5. A statement confirming the implementation of all specific
- 20 injunctive relief required by this Decree;
- 21 6. A statement summarizing the results of the analysis of hiring
- 22 and termination data and confirming that there exists no reason
- 23 to believe that Defendants or the Other Corporate Entities are
- 24 retaliating against employees or discriminating against them on
- 25 the basis of national origin, age or sex (including pregnancy).
- 26 7. Copies of the all the Consultant's investigative reports and
- 27 proposed resolutions in response to discrimination complaints;
- 28 and

1 8. A statement confirming that Defendants and the Other
2 Corporate Entities complied with the consultant's proposed
3 resolutions of all discrimination complaints.

4 E. Training

5 Within ninety (90) days after the Effective Date or sixty (60) days after
6 hiring an Equal Employment Opportunity Consultant ("Consultant"), whichever is
7 later, all employees of Defendants or the Other Corporate Entities—including, but
8 not limited to, all individuals who have had or will have management or human
9 resources responsibilities over any employee of Defendants or the Other Corporate
10 Entities, regardless of employer—shall be required to attend a training program of
11 at least three (3) hours duration. Additionally, all employees of Defendants or the
12 Other Corporate Entities—including, but not limited to, all individuals who have
13 had or will have management or human resources responsibilities over any
14 employee of Defendants or the Other Corporate Entities, regardless of employer—
15 shall be required to attend trainings of at least three (3) hours duration once every
16 year for the term of this Decree. Any employee who failed to attend such
17 scheduled training shall be trained within (60) days of the training set forth above.
18 For the remainder of the term of this Decree, all new employees shall receive
19 training, as appropriate, within sixty (60) days of hire or promotion.

20 For all employees, the training shall include coverage of the subjects of
21 equal employment opportunity rights and responsibilities regarding discrimination
22 on the basis of national origin, sex (including pregnancy) under Title VII, and age
23 under the ADEA, as well as retaliation under both Title VII and the ADEA, and
24 Defendant's policies and procedures for reporting and handling complaints of
25 discrimination and retaliation. Additionally, for all individuals who have had or
26 will have management or human resources responsibilities over any employee of
27 Defendants or the Other Corporate Entities—whether those individuals are
28 employed by Defendants, the Other Corporate Entities, or another entity—the

1 training shall include how to properly handle and investigate complaints of
2 discrimination in a neutral manner, how to take preventive and corrective measures
3 against discrimination and retaliation, and how to recognize and prevent
4 discrimination and retaliation. Any training pursuant to this Decree shall be live.
5 All employees and managers required to attend any training pursuant to this
6 Decree shall verify their annual attendance in writing.

7 Within sixty (60) days after the Effective Date or thirty (30) days after hiring
8 the Consultant, whichever is later, Defendants and the Other Corporate Entities
9 shall submit to the EEOC a description of the training to be provided and an
10 outline of the curriculum developed for the trainees. Defendants and the Other
11 Corporate Entities shall give the EEOC a minimum of twenty (20) business days'
12 advance written notice of the date, time and location of each training program
13 provided pursuant to this Decree, and agree that an EEOC representative may
14 attend any such training program.

15 Defendants and the Other Corporate Entities' owner(s) shall appear in
16 person at any training session required under this Decree to reiterate their policies
17 regarding discrimination on the basis of national origin, age and sex (including
18 pregnancy), to reiterate their policies regarding retaliation, to affirm that unlawful
19 discrimination and harassment shall not be tolerated, and to encourage employees
20 who believe that they have been victims of such discrimination or harassment to
21 utilize the complaint procedure.

22 All trainings under this Decree shall be mandatory. All persons required to
23 attend any training under this Decree shall verify their attendance in writing.
24 Within ten (10) days of the additional training, each of the Defendants and the
25 Other Corporate Entities, and/or any successors shall submit to the Commission a
26 statement describing the training provided and the materials used in the training.

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1 F. Record-Keeping Requirements

2 Defendants and the Other Corporate Entities shall maintain the following
3 documents and make them available to the Commission within ten (10) business
4 days following a written request from the Commission:

- 5 1. All documents generated in connection with any complaint,
6 investigation into, or resolution of every discrimination or
7 retaliation complaint for the duration of the Decree;
- 8 2. All forms acknowledging employees' receipt of Defendants or
9 the Other Corporate Entities' revised or modified anti-
10 discrimination and retaliation policies;
- 11 3. A list of all attendees to training sessions required under this
12 Decree;
- 13 4. All documents generated in connection with the monitoring and
14 counseling of employees determined to have engaged in
15 behavior in violation of Defendant's discrimination and
16 retaliation policies;
- 17 5. All documents generated in connection with confidential
18 inquiries into whether any complainant believes he/she has
19 been retaliated against;
- 20 6. All documents relating to any hiring or termination by
21 Defendants or the Other Corporate Entities; and
- 22 7. All documents relating to any employees who become pregnant
23 during their employment with Defendants or the Other
24 Corporate Entities.

25 G. Reporting Requirements

26 Within one hundred twenty (120) days of the Effective Date of the Decree,
27 and every six (6) months thereafter for the duration of the Decree, Defendants and
28

1 the Other Corporate Entities will provide the Commission a report containing the
2 following information:

- 3 1. The attendance lists of all attendees for all training sessions
4 required under this Decree that took place within the six (6)
5 months prior to the report;
- 6 2. Acknowledgment of receipt of the anti-
7 discrimination/retaliation policies for all employees hired
8 within the preceding six (6) months period;
- 9 3. Copies of all discrimination and retaliation complaints,
10 investigative reports and proposed resolutions made since the
11 submission of the immediately preceding report hereunder;
- 12 4. A statement of the result of each investigation into the
13 complaint, including the name of the employee, the name of the
14 accused individual, a summary of the allegations, a summary of
15 the actions taken by the company, and a summary of any
16 resolution of the complaint raised by the employee. If no
17 resolution has been reached at the time of the report, the
18 resolution shall be included in the subsequent report;
- 19 5. The identities (by name, address and telephone number) of the
20 complainant and person who received the complaint;
- 21 6. Copies of the confidential inquiries into potential retaliation
22 issued within the six (6) months prior to the report;
- 23 7. A report to identify all newly hired or separated employees,
24 including the employee's national origin, race, date of birth,
25 gender, date of hire, job title and duties, date of termination or
26 other separation of employment, reasons for termination or
27 other separation of employment, the identity of the decision
28 maker for any termination or separation decision, and the

positions open at the time of hire including job description and location.

H. Access Requirements

The Commission, upon reasonable notice, shall have the right to enter and inspect Defendants' premises to insure compliance with this Decree and Title VII's prohibitions against discrimination and retaliation.

I. Notification of Closure

If Defendants, the Other Corporate Entities, and/or any successors have ceased all business operations within the CNMI or any insular area or state of United States of America before the expiration of this Decree, they will notify the Commission and provide proof of such closure. Defendants and the Other Corporate Entities understand that their obligations under the Decree continue for the full five-year term of the Decree, regardless of whether any party eventually ceases operations. If, during the term of the Consent Decree, Defendants or the Other Corporate Entities form another business entity in Saipan or any insular area or state of the United States, they shall notify the EEOC in writing within ten (10) days of the initiation of operations.

XI.

COSTS OF ADMINISTRATION AND IMPLEMENTATION OF CONSENT DECREE

Each party shall bear its own costs associated with its administration and implementation of its obligations under the Decree.

XII.

COSTS AND ATTORNEYS' FEES

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

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XIII.

MISCELLANEOUS PROVISIONS

A. During the term of the Decree, Defendants and the Other Corporate Entities shall provide any potential successor-in-interest with a copy of the Decree within a reasonable time of not less than thirty (30) days prior to the execution of any agreement for acquisition or assumption of control of any or all of Defendants' facilities with the intent to use them for the manufacture of garments in the CNMI or other U.S. jurisdiction, or any other material change in corporate structure, and shall simultaneously inform the EEOC of the same.

B. During the term of this Consent Decree, Defendants, the Other Corporate Entities, and/or any successors shall assure that each of its officers, managers and supervisors is aware of any term(s) of this Decree which may be related to his/her job duties.

C. Unless otherwise stated, all notices, reports and correspondence required under this Decree shall be delivered to the attention of:

1. Anna Y. Park, Regional Attorney, U.S. Equal Employment Opportunity Commission, 255 East Temple Street, 4th Floor, Los Angeles, CA, 90012; facsimile number (213) 894-1301; and
2. Steven P. Pixley, General Counsel, Tan Holdings, Inc., Third Floor, TSL Plaza, P.O. Box 7757 SVRB, Saipan, MP 96950, facsimile number: (670) 233-4716.

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1 D. The Parties agree to entry of this Decree and Judgment subject to final
2 approval by the Court.

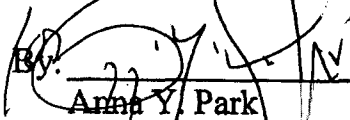
3 All Parties, through the undersigned, respectfully apply for and consent to
4 the entry of this Consent Decree Order.

5 Respectfully submitted,

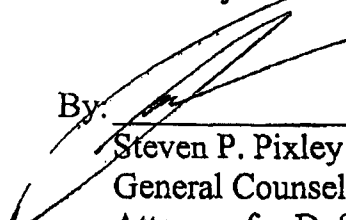
6 U.S. EQUAL EMPLOYMENT
7 OPPORTUNITY COMMISSION

8 Anna Y. Park
9 Derek W. Li
Gregory L. McClinton
Thomas S. Lepak

10 Date: July 24, 2009

11 By: 
12 Anna Y. Park
13 Regional Attorney
14 Attorneys for Plaintiff EEOC

15 Date: July 24, 2009

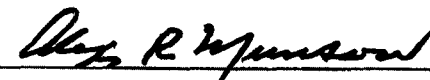
16 By: 
17 Steven P. Pixley
18 General Counsel
19 Attorney for Defendants
20 Attorney for Other Corporate Entities

21 ~~PROPOSED~~ ORDER

22 GOOD CAUSE having been shown, the provisions of the foregoing Consent
23 Decree are hereby approved as being fair and serving the public interest.
24 Compliance with all provisions thereof is **HEREBY ORDERED, ADJUDGED**
25 **AND DECREED.**

26 IT IS SO ORDERED.

27 Date: 7-28-09

28 
The Honorable Alex R. Munson
United States District Court Judge