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10-5-2005

**Equal Employment Opportunity Commission and Atousa Mafi,
Plaintiff, v. Procel International Corporation, d/b/a Procel; Procel
Temporary Services, Inc., and Does 1-10, Inclusive, Defendant.**

Judge Florence Marie Cooper

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Equal Employment Opportunity Commission and Atousa Mafi, Plaintiff, v. Procel International Corporation, d/b/a Procel; Procel Temporary Services, Inc., and Does 1-10, Inclusive, Defendant.

Keywords

Equal Employment Opportunity Commission, Atousa Mafi, Procel International Corporation, Procel Temporary Services Inc., Does 1-10, CV05-7146, Consent decree / Settlement, Disparate Treatment, Termination, Hearing, Healthcare, Employment Law, ADA

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22 **UNITED STATES DISTRICT COURT**
23 **CENTRAL DISTRICT OF CALIFORNIA**

24 EQUAL EMPLOYMENT
25 OPPORTUNITY COMMISSION and
26 ATOUSA MAFI,

27 Plaintiff,

28 v.

PROCEL INTERNATIONAL
CORPORATION, D/B/A PROCEL;
PROCEL TEMPORARY SERVICES,
INC., AND DOES 1-10, INCLUSIVE,

Defendant.

CASE NO.

CV05-7146

F.M.C.

(C.T.A.)

CONSENT DECREE

DOCKETED ON CM
OCT - 6 2005
BY *mg* 009

I. INTRODUCTION

Plaintiff U.S. Equal Employment Opportunity Commission (the "EEOC" or "Commission") and Defendant Procel International Corporation, (hereafter "Defendant" or "Procel"), hereby stipulate and agree to entry of this Consent Decree

ORIGINAL

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FILED
CLERK, U.S. DISTRICT COURT
OCT - 5 2005
CENTRAL DISTRICT OF CALIFORNIA
DEPUTY

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2005 SEP 30 PM 4:26
CLERK U.S. DISTRICT COURT
CENTRAL DIST. OF CALIF.
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1 to resolve the Commission's complaint, filed under Title I of the Americans with
2 Disabilities Act of 1990 and Title I of the Civil Rights Act of 1991 to correct
3 allegations of unlawful employment practices on the basis of disability and to
4 provide appropriate relief to Charging Party Atousa Mafi who claimed to have been
5 adversely affected by such practices.

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

7 A. The parties to this Consent Decree ("Decree") are the EEOC and
8 Procel. This Decree shall be binding on and enforceable against Procel and its
9 officers, directors, agents, successors and assigns.

10 B. The parties have entered into this Decree for the following purposes:

- 11 1. To provide monetary and injunctive relief;
- 12 2. To ensure that Defendant's employment practices comply with
13 federal law;
- 14 3. To ensure training for Procel's managers and employees with
15 respect to their obligations under the ADA;
- 16 4. To ensure that no one is subject to retaliation;
- 17 5. To provide an appropriate and effective mechanism for handling
18 requests for accommodation in the workplace; and
- 19 6. To ensure Defendant's hiring practices comply with the ADA.

20 This Decree resolves all claims the EEOC has brought or could have brought
21 against Procel arising out of this Complaint.

22 **III. RELEASE OF CLAIMS**

23 A. This Decree fully and completely resolves all issues, claims and
24 allegations by the EEOC against Procel that are raised in the Complaint filed in this
25 action in the United States District Court, Central District of California on
26 Sept. 30, 2005, captioned U.S. Equal Employment Opportunity
27 Commission v. Procel International Corporation, d/b/a Procel; Procel Temporary
28 Services, Inc.; Case No. XXX XX-XXX (XXX) (the "Complaint").

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

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

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

9 **IV. JURISDICTION**

10 A. The Court has jurisdiction over the parties and the subject matter of this
11 lawsuit. The Complaint asserts claims that, if proven, would authorize the Court to
12 grant the equitable relief set forth in this Decree.

13 B. This Decree conforms with the Federal Rules of Civil Procedure and
14 Title VII and is not in derogation of the rights or privileges of any person.

15 C. The Court shall retain jurisdiction of this action during the duration of
16 the Decree for the purposes of entering all orders, judgments and decrees that may
17 be necessary to implement the relief provided herein.

18 D. The Terms of this Decree are fair, reasonable and just.

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

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

23 B. Except as otherwise provided herein, this Decree shall remain in effect
24 for two (2) years after the Effective Date.

25 **VI. MODIFICATION AND SEVERABILITY**

26 A. This Decree constitutes the complete understanding of the parties with
27 respect to the matters contained herein. No waiver, modification or amendment of
28

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1 any provision of this Decree will be effective unless made in writing and signed by
2 an authorized representative of each of the parties.

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

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

11 **VII. COMPLIANCE AND DISPUTE RESOLUTION**

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

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

22 C. After thirty (30) days have passed with no resolution or agreement to
23 extend the time further, the Commission may petition this Court for resolution of the
24 dispute, seeking all available relief, including an extension of the term of the Decree
25 for such period of time as Procel is shown to be in breach of the Decree and the
26 Commission's costs and attorneys' fees incurred in securing compliance with the
27 Decree.

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1 **VIII. MONETARY RELIEF**

2 In settlement of this lawsuit, Procel shall pay a total of \$130,000
3 payable to Atousa Mafi to resolve this action. Procel shall forward, via
4 certified mail, a check to Mafi within five (5) days of the effective date of this
5 Consent Decree. The \$130,000 settlement shall be designated as
6 compensatory damages and not subject to state and federal withholding.
7 Procel shall prepare and distribute 1099 tax reporting forms to the Charging
8 Party. Within three (3) business days of the issuance of the settlement check,
9 Procel shall submit a copy of the check and related correspondence to the
10 Regional Attorney, Anna Y. Park, U.S. Equal Employment Opportunity
11 Commission, 255 East Temple Street, 4th Floor, Los Angeles, CA. 90012.

12 **IX. GENERAL INJUNCTIVE RELIEF**

13 A. Non-Discrimination

14 Procel, its officers, agents, employees, successors, assigns and all persons in
15 active concert or participation with it are enjoined for the duration of the Decree
16 from discriminating against any individual because of his or her disability or failing
17 to reasonably accommodate an individual with a disability.

18 B. Retaliation

19 Procel, its officers, agents, management (including all supervisory
20 employees), successors, assigns, and all those in active concert or participation with
21 them, or any of them, hereby agree not to engage in, implement or permit any
22 action, policy or practice with the purpose of retaliating against any current or
23 former employee or applicant of Procel, or either of them, because he or she has in
24 the past, or during the term of this Decree: (a) opposed any practice made unlawful
25 under the ADA; (b) filed a charge of discrimination alleging such practice; (c)
26 testified or participated in any manner in any investigation (including without
27 limitation, any internal investigation undertaken by Procel), proceeding in
28 connection with this case and/or relating to any claim of an ADA violation; (d) was

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1 identified as a possible witness or claimant in this action; (e) asserted any rights
2 under this Decree; or (f) sought and/or received any relief in accordance with this
3 Decree.

4 C. Posting

5 Within five (5) business days after the Effective Date and throughout the term
6 of this Decree, Procel shall post notice (attached as Exhibit "A") of the terms of this
7 Decree in at least three clearly visible locations frequented by employees at each of
8 Procel's facilities. The notice shall remain posted for the duration of the Decree.

9 D. Equal Employment Opportunity Consultant

10 Within thirty days after the Effective Date, Procel shall retain an outside
11 Equal Employment Opportunity Consultant ("Consultant") with demonstrated
12 experience in the area of employment discrimination, hiring practices, and ADA
13 accommodation issues, to implement and monitor Procel's compliance with the
14 ADA and the provisions of this Decree. The Consultant shall be subject to the
15 Commission's approval, which shall not be unreasonably withheld. If the
16 Commission does not approve Procel's proposed Consultant, the Commission shall
17 provide Procel with a list of at least three suggested candidates acceptable to the
18 Commission. Procel shall bear all costs associated with the selection and retention
19 of the Consultant and the performance of his/her/its duties. The Consultant's
20 responsibilities shall include:

- 21 1. ensuring that the defendant develops an anti-discrimination
- 22 policy addressing ADA issues, including but not limited to a prohibition against
- 23 discrimination on the basis of disability, a prohibition against retaliation for
- 24 engaging in activities protected under the ADA, and a description of the employer's
- 25 obligation to reasonably accommodate persons covered under the ADA;
- 26 2. ensuring that Procel's procedures to handle complaints of
- 27 discrimination, harassment and retaliation comply with its obligations under this
- 28 Decree;

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1 3. ensuring that Procel develops a reasonable accommodation
2 procedure whereby the need for reasonable accommodation is identified, potential
3 reasonable accommodations are explored, and appropriate reasonable
4 accommodations are selected, which procedure shall require that all issues of
5 reasonable accommodation be referred to the EEO Consultant for his/her direct
6 attention and resolution;

7 4. ensuring that Procel's anti-discrimination policy and reporting
8 procedure effectively carries out its obligations under this Decree;

9 5. ensuring that managerial and office staff/hourly employees are
10 trained on their rights and responsibilities under the ADA, including issues of
11 accommodation;

12 6. ensuring that all office employees are trained on policies and
13 procedures relating to the ADA and retaliation;

14 7. monitoring all accommodation requests to ensure compliance
15 with the ADA;

16 8. ensuring that Procel properly communicates with complainants
17 regarding the complaint procedure, status of the complaint, investigation, results of
18 the investigation, and any remedial action taken;

19 9. ensuring that Procel's reports required by this Decree are
20 accurately compiled and timely submitted;

21 10. ensuring that Procel's disciplinary policies hold office employees
22 and managers accountable for failing to take appropriate action and/or for engaging
23 in conduct prohibited under this Decree;

24 11. ensuring that Procel's hiring procedures comply with the ADA;
25 and

26 12. further ensuring compliance with the terms of this Decree.

27 The Consultant shall ensure compliance of the foregoing provisions for the
28 term of the Decree.

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1 E. Revision of Policies Concerning Discrimination and Harassment

2 Procel shall revise its policy on discrimination and sexual harassment, and
3 provide a copy to the Commission within forty(40) days after the Effective Date.

4 The revised policy shall include:

- 5 1. A clear explanation of prohibited conduct;
- 6 2. Assurance that employees who make complaints of harassment/
7 discrimination or provide information related to such complaints will be protected
8 against retaliation;
- 9 3. A clearly described complaint process that provides accessible
10 and confidential avenues of complaint with contact information including name (if
11 applicable), address, and telephone number of persons both internal (i.e., human
12 resources) and external to Procel (i.e., Commission and outside Consultant available
13 to handle complaints concerning high level company officials of Defendants'
14 corporate hierarchy) to whom employees may report discrimination and retaliation,
15 including a written statement that the employee may report the discriminatory
16 behavior to designated persons outside their chain of management;
- 17 4. Assurance that Procel will protect the confidentiality of
18 discrimination complaints or accommodation requests to the extent possible;
- 19 5. A complaint process that provides a prompt, thorough, and
20 impartial investigation;
- 21 6. A procedure for communicating with the complainant in writing
22 regarding the status of the complaint/investigation, results of the investigation, and
23 any remedial action taken; and
- 24 7. Assurance that Procel will take immediate and appropriate
25 corrective action when it determines that harassment/discrimination and/or
26 retaliation has occurred.

27 EEOC shall comment on the policy within forty-five (45) days of receipt.

28 Should the policy not require any revision, Procel shall confirm distribution of the

1 policy no later than ten (10) days after the forty-five (45) day period. The policy
2 shall be distributed in either English or Spanish, depending on the language
3 preference of each employee, to all of Procel's employees, including
4 management/supervisory staff, and shall be included in any relevant policy or
5 employee manuals distributed to employees by Procel. Procel shall collect
6 acknowledgments from each employee who receives the revised policy, in either
7 English or Spanish depending on the language preference of each employee.
8 Throughout the term of this Decree, Procel shall also post the revised policy, in
9 English and Spanish, in a place that is conspicuous and accessible to all employees
10 at each of its locations covered by this Decree in a legible font that is a minimum of
11 15 points in size.

12 F. Training

13 Within sixty (60) days after the Effective Date or thirty (30) days after hiring
14 the Consultant, whichever is later, all of Procel's managerial/supervisory, human
15 resources, and office staff/hourly employees shall be required to attend an intensive
16 training program of at least four (4) hours for managerial employees and two (2)
17 hours for office staff/hourly employees. The training shall be mandatory and occur
18 once every year for the term of this Decree focusing on the requirements under the
19 ADA, with an emphasis on hiring and accommodation requirements under the
20 ADA. Each office staff/hourly employee shall be required to attend one training
21 session each year, in a language that each employee best understands. Any
22 managers/supervisors who failed to attend the training shall be trained within (30)
23 days of the live training set forth above. Procel shall also provide an explanation of
24 why certain employees, managers/supervisors, and human resource individuals
25 failed to participate in the training and a proposal as to when these employees will
26 be trained.

27 At a minimum, the non-discrimination training programs shall include the
28 following:

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1 1. instruction on the requirements of all applicable equal
2 employment opportunity ("EEO") laws including, but not limited to the ADA hiring
3 and accommodation responsibilities;

4 2. a review of defendant's non-discrimination, non-retaliation and
5 reasonable accommodation policies and of the specific requirements of this Decree;
6 and

7 3. training of management and human resources personnel in
8 dealing with hiring, discrimination complaints, and reasonable accommodation
9 requests.

10 The training of managerial employees shall additionally include training on
11 how to recognize and prevent discrimination and/or retaliation, how to recognize
12 requests for accommodation under the ADA, how to engage in the interactive
13 process, and how to go about accommodating individuals with a disability.

14 For the remainder of the term of this Decree, all new office employees and all
15 employees recently promoted from an office staff/hourly to a managerial position
16 shall receive the managerial or office staff/hourly employee training, as appropriate,
17 within thirty (30) days of hire or promotion.

18 After the initial training as specified above, all office employees and
19 managers shall receive the training at least annually thereafter for the remainder of
20 the term of this Decree.

21 All employees required to attend such training shall verify their annual
22 attendance in writing.

23 Within forty-five (45) days after the Effective Date or fifteen (15) days after
24 hiring the Consultant, whichever is later, Procel shall submit to the EEOC a
25 description of the training to be provided and an outline of the curriculum developed
26 for the trainees. Procel shall give the EEOC a minimum of ten (10) business days'
27 advance written notice of the date, time and location of each training program
28 provided pursuant to this Decree, and agrees that an EEOC representative may

1 attend any such training program. The EEOC agrees, however, that it shall review
2 the training provided by Procel in August of 2005 for compliance with this Decree
3 (excluding those portions pertaining to notice to and possible attendance by the
4 EEOC) and that, if approved, this training shall discharge Procel's initial training
5 requirement under this Decree for those in attendance. In the event that the August
6 training does not comply with the terms of this Decree, then Procel may postpone
7 the initial training requirement set forth in this section up to one year and the
8 training obligations of this Decree shall be extended a period equaling the length of
9 any such postponement.

SCANNED

10 G. Performance Evaluations

11 For the upcoming review cycle, Defendant shall revise its performance
12 evaluation forms for managers and supervisors in order to include as measures for
13 performance compliance with Procel's Anti-Discrimination and Retaliation Policies
14 and Procedures.

15 At least thirty (30) days prior to implementing the performance evaluation
16 forms described above, Defendant will provide the EEOC and the Consultant with
17 the proposed revisions in order to provide an opportunity for comment regarding the
18 revisions. EEOC will provide comments, if any, within 30 days of receipt of the
19 proposed revisions. Defendant shall respond to such comments within fifteen (15)
20 days of receipt. If the parties cannot agree on the proposed revisions, any disputes
21 will be resolved according to the Dispute Resolution Procedures set forth herein.

22 H. Complaint Procedure

23 Within sixty (60) days of the Effective Date, Defendant shall develop an
24 internal complaint procedure to provide for the filing, investigation and, if
25 appropriate, remedying of complaints of discrimination or retaliation. Defendant
26 shall provide a phone number that shall be disseminated to all Procel employees
27 informing them that a complaint can be logged at any time. The phone calls shall be
28 processed by the Consultant who will in turn monitor Procel's investigation, if

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1 necessary. All calls shall be tracked by the Consultant during the term of the
2 Decree.

3 Procet shall:

- 4 1. publicize the complaint procedure;
- 5 2. track and collect all complaints filed thereunder;
- 6 3. investigate and resolve such complaints in a timely and effective
7 manner; and
- 8 4. retain records regarding resolution of all such complaints.

9 The internal complaint procedure shall incorporate the following elements:

- 10 1. A policy describing how investigations will be conducted;
- 11 5. A prompt commencement and thorough investigation by a
12 person trained to conduct such investigations who is not connected with the
13 complaint;
- 14 6. A statement that an investigation should include interviews of all
15 relevant witnesses, including the complainant, and reviews of all relevant
16 documents;
- 17 7. A written record of all investigatory steps, and any findings and
18 conclusions, and any actions taken;
- 19 8. Provision for the reasonably prompt resolution of such
20 complaints;
- 21 9. An opportunity for a complainant to review and respond to
22 tentative findings, except in those circumstances in which it is necessary to take
23 immediate action;
- 24 10. Confidentiality of the complaint and investigation to the extent
25 possible;
- 26 11. Appropriate communication of the final conclusions of the
27 investigation provided to the complainant;

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1 12. An appeal procedure to an appropriate Defendant representative,
2 should the complainant be dissatisfied with the results of the investigation; and

3 13. A notice that employees or applicants complaining of
4 discrimination may use the company's internal complaint procedure and/or may file
5 charges with the EEOC or state or local Fair Employment Practice (FEP) agencies.
6 The notice shall also state that filing an internal complaint does not relieve the
7 complainant of meeting any applicable deadline for the filing of a charge or
8 complaint with EEOC or state or local FEP agencies.

9 I. Defendant may encourage resolution of internal complaints at a local
10 level prior to investigation, but not require such informal resolution. A complainant
11 shall not be required to first report the complaint to a person who is accused of the
12 inappropriate conduct to invoke the Internal Complaint Procedure.

13 J. The Internal Complaint Procedure will permit, but not require, an
14 employee to initiate the complaint process by submitting a written complaint on a
15 form designed for the purpose.

16 K. Defendant will maintain a policy of nondiscrimination and equal
17 treatment, including a policy of zero tolerance for unlawful discrimination, in all of
18 its employment practices.

19 L. The Internal Complaint Procedure is not intended to supplant the right
20 of any employee to file a charge or complaint of discrimination or retaliation under
21 any available municipal, state, or federal law.

22 M. Defendant shall publish with the Internal Complaint Procedure the
23 following elements that will be included in the procedure:

24 1. A statement that it is unacceptable to retaliate against any
25 associate for use of the Internal Complaint Procedure, for assisting in the
26 investigation of a complaint, or for otherwise assisting in the utilization of the
27 procedure.

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1 2. A statement that if an allegation of discrimination or retaliation
2 against a manager or other associate is substantiated, then such conduct will result in
3 appropriate discipline, up to and including discharge.

4 N. Nothing herein shall apply to any hospital, clinic or other person or
5 entity which seeks to retain or retains the nursing services of any person whose
6 services are listed or offered through Procel. This Decree shall apply only to Procel
7 and the facilities it directly owns and operates.

8 **X. RECORD KEEPING AND REPORTING**

9 A. Reporting and Record Keeping

10 1. Document Preservation

11 For the duration of the Decree, Defendant agrees to maintain such records as
12 are necessary to demonstrate their compliance with this Decree, including but not
13 limited to the documents specifically identified below, and to verify that the reports
14 submitted are accurate.

15 2. Reports

16 Initial Reporting: Within one-hundred twenty (120) days of the Effective
17 Date of this Decree, Defendant shall provide the EEOC with the following:

- 18 a. Its anti-disability discrimination, non-retaliation and
- 19 reasonable accommodation policy;
- 20 b. Proposed disability discrimination training programs for
- 21 all of its employees, including the identities of the persons and/or organizations
- 22 proposed to conduct the training; and
- 23 c. Procedure for tracking complaints of disability
- 24 discrimination, identifying the need for reasonable accommodation and processes by
- 25 which potential accommodations are considered;

26 Subsequent Reports: On a semi annual basis for term of the Decree,
27 Defendant shall provide the EEOC with a report of the foregoing. The closing
28 period for the first report shall be six (6) months after the Effective Date of this

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1 Decree. The report shall set forth the following:

2 a. All complaints of disability discrimination tracked by date,
3 the identity of the person who handled the complaint, and resolution of the
4 complaint. This includes requests for accommodation;

5 d. All considerations regarding reasonable accommodation,
6 whether initiated by request of the employee or at the instigation of Procel, tracked
7 by date that the need for accommodation first came to Procel's attention, the identity
8 of the person(s) who explored potential accommodations, all accommodations
9 suggested by the employee, all accommodations considered by Procel, reasons any
10 potential accommodation was rejected, and accommodation adopted, if any, and the
11 dates of each interaction set forth above;

12 e. Training conducted or attended by the defendant on anti-
13 discrimination laws and requirements under the ADA;

14 f. Change in designation of the EEO consultant, if any;

15 g. All documents generated in connection with any
16 complaint, investigation into, or resolution of every complaint of discrimination or
17 retaliation for the duration of the Decree and the identities of the parties involved;

18 h. documents verifying the occurrence of all training sessions
19 and names and positions of all attendees for each session as required under this
20 Decree;

21 i. documents tracking and analyzing complaints filed against
22 the same employee and location;

23 j. an analysis of the monitoring done for repeat complaints
24 by employees and by location; and

25 k. a description detailing any changes of the procedures or
26 record-keeping methods for centralized tracking of discrimination complaints and
27 the monitoring of such complaints within thirty (30) days before implementing such
28 changes.

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

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

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

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

7 **XIII. MISCELLANEOUS PROVISIONS**

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

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

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

21 D. This Decree may be signed in counterparts. A facsimile signature shall
22 have the same force and effect of an original signature or copy thereof.

23 ///
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SCANNED

1 E. The parties agree to entry of this Decree and judgment subject to final
2 approval by the Court.

3 DATED: 9/30, 2005

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
Anna Y. Park
Cherry Rojas
Connie Liem

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5

6
7 By: 
8 Attorneys for Plaintiffs

9 DATED: _____, 2005

ERVIN, COHEN & JESSUP LLP
Kelly O. Scott

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11

12 By: _____
13 Kelly O. Scott
14 Attorneys for Defendant Procel
15 International Corp.

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ORDER

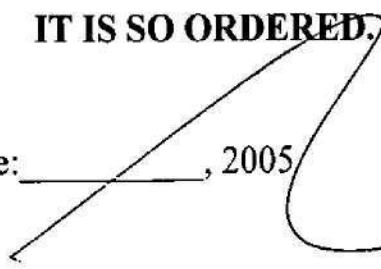
18 GOOD CAUSE APPEARING:

19 The Court hereby retains jurisdiction and the provisions of the foregoing
20 Consent Decree are hereby approved and compliance with all provisions thereof is
21 hereby ordered.

IT IS SO ORDERED.

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Date: _____, 2005


United States District Court Judge

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E. The parties agree to entry of this Decree and judgment subject to final approval by the Court.

DATED: _____, 2005

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
Anna Y. Park
Cherry Rojas
Connie Liem

SCANNED

By: _____

Attorneys for Plaintiffs

DATED: September 30, 2005

ERVIN, COHEN & JESSUP LLP
Kelly O. Scott

By: _____

Kelly O. Scott
Attorneys for Defendant Procel
International Corp.

ORDER

GOOD CAUSE APPEARING:

The Court hereby retains jurisdiction and the provisions of the foregoing Consent Decree are hereby approved and compliance with all provisions thereof is hereby ordered.

IT IS SO ORDERED.

Date: Oct 5, 2005

Florence Marie Cooper

United States District Court Judge

SCANNED

SCANNED

EXHIBIT A

SCANNED

NOTICE OF CONSENT DECREE

TO ALL EMPLOYEES OF PROCEL INTERNATIONAL CORPORATION, d/b/a PROCEL and PROCEL TEMPORARY SERVICES, INC.:

The U.S. Equal Employment Opportunity Commission ("EEOC") filed a lawsuit in the United States District Court for the Central District of California entitled EEOC v. Procel International Corporation, d/b/a Procel; Procel Temporary Services, Inc. The lawsuit was brought by the EEOC on behalf of a deaf applicant and alleged that Procel refused to allow her an opportunity to be referred to work because of her disability.

Procel settled the federal lawsuit by entering into a two (2) year Consent Decree with the EEOC. You may obtain a copy of the Consent Decree at your expense. To obtain a copy, you must contact the Office of the U.S. District Court Clerk, Central District of California.

Among the terms of the Consent Decree, Procel must: post this Notice of Consent Decree in each of its facilities; pay the applicant an agreed-upon monetary settlement; retain an equal employment opportunity consultant; develop an anti-discrimination policy addressing, among other things, issues of disability discrimination, reasonable accommodation and complaint procedures; provide training to employees on discrimination issues; and report the progress of the foregoing to the EEOC.

If you feel that you have been discriminated against, harassed or subjected to a hostile environment in violation of federal anti-discrimination laws such as: Title VII of the Civil Rights Act of 1964, which prohibits employment discrimination based on race, color, religion, sex or national origin; the Age Discrimination in Employment Act of 1967, which prohibits age discrimination; Title I of the Americans with Disabilities Act of 1990, which prohibits employment discrimination against people with disabilities; or the Equal Pay Act of 1963 Act, which prohibits wage discrimination because of gender, you may seek assistance by filing a charge of discrimination with the EEOC at:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
255 East Temple Street, 4th Floor
Los Angeles, CA 90012
TELEPHONE NUMBER: (800) 669-4000

In particular, if you feel that you have been retaliated against because of the filing of a charge of discrimination, giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing concerning discrimination, you should contact the EEOC. Further information about the EEOC is available on its web site at www.eeoc.gov.

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

This Notice shall remain posted in a clearly visible location frequented by employees at Diversified's facilities for two years from the date upon which the Court signs this Notice.

It is so ORDERED this ____ day of _____, 2005.

UNITED STATES DISTRICT JUDGE