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EEOC v. Landwin Management, Inc. d/b/a San Gabriel Hilton, et al.

Judge Margaret A. Nagle

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EEOC v. Landwin Management, Inc. d/b/a San Gabriel Hilton, et al.

Keywords

EEOC, Landwin Management, Inc., San Gabriel Hilton, CV 07-06169 SJO (AJWx); CV 07-05916 PA (RCx), Consent Decree, Disparate Treatment, Sexual Harassment, Hiring, Hospitality, Sex, Female, National Origin, African American or Black, American Indian or Alaskan Native, Hispanic or Latino, Native Hawaiian or Other Pacific Islander, White, Employment Law, Title VII

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24 d/b/a SAN GABRIEL HILTON

25 **UNITED STATES DISTRICT COURT**
26 **CENTRAL DISTRICT OF CALIFORNIA**

27 U.S. EQUAL EMPLOYMENT
28 OPPORTUNITY COMMISSION,

Plaintiff,

v.

LANDWIN MANAGEMENT, INC.
d/b/a SAN GABRIEL HILTON, et al,

Defendant.

Case Nos.: CV 07-06169 SJO
(AJWx) and CV 07-05916 PA (RCx)

**[PROPOSED] CONSENT
DECREE; ORDER**

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I.

INTRODUCTION

Plaintiff U.S. Equal Employment Opportunity Commission ("EEOC" or "Commission ") and Defendant Landwin Management, Inc. d/b/a San Gabriel Hilton, ("Landwin") hereby stipulate and agree to entry of this Consent Decree to resolve the Commission's Complaints in the cases of *U.S. Equal Employment Opportunity Commission v. Landwin Management, Inc. d/b/a San Gabriel Hilton*, Case No. CV 07-06169 SJO (AJWx) and the Commission's First Amended Complaint in the case of *U.S. Equal Employment Opportunity Commission v. Landwin Management, Inc. d/b/a San Gabriel Hilton*, Case No. CV 07-05916 PA (RCx) (hereafter "Actions"), which were filed under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* ("Title VII "). The First Action alleged that the Defendant sexually harassed a class of claimants. The Second Action alleged that Non-Chinese individuals were not hired due to their national origin, giving preference to Chinese workers Landwin's Food and Beverage Department. This Consent Decree resolves all issues raised by the EEOC in the two Actions brought on behalf of the Charging Parties ("Charging Parties") and similarly situated individuals ("Class Members").

II.

PURPOSES AND SCOPE OF THE CONSENT DECREE

A. The parties to this Consent Decree ("Decree") are EEOC and Landwin. This Decree shall be binding on and enforceable against Landwin its officers, directors, agents, successors and assigns, for the effective period of the Decree as noted in section V.

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

- 1 1. To provide relief agreed upon for the Charging Parties and
- 2 Class Members;
- 3 2. To ensure that Landwin's employment practices comply with
- 4 federal law;
- 5 3. To avoid expensive and protracted costs incident to litigation;
- 6 and,
- 7 4. To provide a final and binding settlement upon the parties as
- 8 to all claims alleged by the Commission in the Actions.

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10 **III.**

11 **RELEASE OF CLAIMS**

12 A. This Decree fully and completely resolves all issues, claims, and

13 allegations made by the EEOC against Landwin that are raised in the Complaint

14 filed in the United States District Court, Central District of California on

15 September 24, 2007, captioned *U.S. Equal Employment Opportunity*

16 *Commission v. Landwin Management, Inc. d/b/a San Gabriel Hilton*, Case

17 No. CV 07-06169 SJO (AJWx) and in the First Amended Complaint filed in the

18 United States District Court, Central District of California on September 12,

19 2007, captioned *U.S. Equal Employment Opportunity Commission v. Landwin*

20 *Management, Inc. d/b/a San Gabriel Hilton*, Case No. CV 07-05916 PA (RCx).

21 B. Nothing in this Decree shall be construed to preclude the

22 Commission from bringing suit to enforce this Decree in the event that Landwin

23 fails to perform the promises and representations contained herein.

24 C. Nothing in this Decree shall be construed to limit or reduce

25 Landwin's obligation to comply fully with Title VII or any other federal

26 employment statute.

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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 Landwin in accordance with standard EEOC procedures.

4 E. The existence of this Consent Decree may not be construed in any
5 way as an admission of any liability on Landwin's part.

6 **IV.**

7 **JURISDICTION**

8 A. The Court has jurisdiction over the parties and the subject matter of
9 these Actions pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1345, 1367 and
10 42 U.S.C. § 2000e-5(f). These Actions assert claims that, if proven, would
11 authorize the Court to grant the equitable relief set forth in this Decree. The
12 terms and provisions of this Decree are fair, reasonable, and just. This Decree
13 conforms with the Federal Rules of Civil Procedure and Title VII and is not in
14 derogation of the rights or privileges of any person. The entry of this Decree will
15 further the objectives of Title VII and will be in the best interests of Landwin, the
16 Commission, and those for whom the Commission deems relief is appropriate
17 (the Charging Parties and Class Members).

18 B. The Court shall retain jurisdiction of these Actions during the
19 duration of the Decree for the purposes of entering all orders, judgments and
20 decrees that may be necessary to implement the relief provided herein.

21 **V.**

22 **EFFECTIVE DATE AND DURATION OF DECREE**

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

26 B. The duration of this Consent Decree shall be 3 (three) years from the
27 date of the Effective Date.

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1 VI.

2 MONETARY RELIEF

3 A. Landwin shall pay a total of \$500,000.00 to fully resolve the
4 EEOC's Actions. Landwin has already paid an installment of \$150,000.00. The
5 remaining \$350,000.00 shall be paid within ten (10) days of of the Effective date,
6 ten (10) days after the EEOC presents a Distribution List which is defined below,
7 or by December 31, 2009, whichever of the three is later. Landwin shall
8 distribute the funds in accordance with this Decree. The EEOC shall send
9 Landwin a letter (the "Distribution List"), no later than November 13, 2009 for a
10 payment date on or before December 31, 2009, designating the amount of the
11 distributions to be made and the addresses to which the checks should be sent.
12 Landwin shall issue to each Claimant payments in the amounts designated in the
13 Distribution List , via certified mail or hand delivery. The monies shall be
14 designated as non-wage compensation under Title VII, and no tax withholding
15 shall be made. Landwin shall prepare and distribute 1099 tax reporting forms to
16 each individual identified by the EEOC and shall make the appropriate reports to
17 the Internal Revenue Service. Within three (3) business days of the issuance of
18 each settlement check, the Landwin shall submit a copy of each check and related
19 correspondence to the EEOC. Within three (3) business days of the return of any
20 check, Landwin shall notify the EEOC in writing of each check that is returned.
21 The EEOC may take further steps to track those Claimants whose settlement
22 checks are returned, and/or the EEOC may designate a new distribution for any
23 amount not paid to any such Claimant—including, if necessary, designation of
24 any amounts to be paid to a non-profit organization—and shall be at the sole
25 discretion of the EEOC. Landwin shall mail, via certified mail, the payment with
26 copies of the checks c/o the Regional Attorney Anna Park at 255 East Temple
27 Street 4th Floor, Los Angeles, CA 90012.

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1 B. As the parties agree that the monies paid to the Charging Parties and
2 the Class members represents compensatory damages under Title VII, and, as
3 such, the defendant shall issue 1099 forms to each Charging Party and class
4 member that receives money under this Decree. A copy of the 1099's shall also
5 be sent to the Regional Attorney within ten (10) days of issuance.

6 **VII.**

7 **GENERAL INJUNCTIVE RELIEF**

8 **A. Injunction**

9 Landwin and its officers, agents, employees, successors and assigns, and
10 all of those in active concert or participation with them, or any of them, are
11 enjoined from: (a) engaging in any hiring practice which discriminates on the
12 basis of national origin; (b) discriminating against persons on the basis of sex; (c)
13 engaging in or being a party to any action, policy or practice that is intended or is
14 known to them to have the effect of harassing any employee on the basis of sex;
15 and (d) creating, facilitating or permitting the existence of a work environment
16 that is hostile to employees on the basis of gender or sex.

17 Landwin and its officers, agents, management (including all supervisory
18 employees), successors, and assigns are hereby enjoined from engaging in,
19 implementing or permitting any action, policy or practice with the purpose of
20 retaliating against any current or former employee or applicant of Landwin, or
21 either of them, because he or she has in the past, or during the term of this
22 Decree: (a) opposed any practice made unlawful under Title VII; (b) filed a
23 charge of discrimination alleging such practice; (c) testified or participated in any
24 manner in any investigation (including without limitation, any internal
25 investigation undertaken by Landwin, proceeding in connection with this case
26 and/or relating to any claim of a Title VII violation); (d) was identified as a
27 possible witness or claimant in this action; (e) asserted any rights under this
28 Decree; or (f) sought and/or received any relief in accordance with this Decree

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B. Recruiting and Hiring

Landwin shall endeavor to hire qualified individuals without regard to race or national origin pursuant to applicable federal law and increase diversity in the workforce by undertaking recruitment activities. For each year during the term of this Consent Decree, Landwin shall endeavor to have a diverse workforce and endeavor to obtain a hiring rate for non-Chinese employees constituting at least 40 to 45 percent of Hispanic descent both for banquet servers and throughout the Food and Beverage Department. In connection therewith, Landwin shall engage in the following activities:

- 1. Advertise available positions in a variety of publications including publications read by non-Chinese persons including but not limited to Spanish language publications.;
- 2. Participate in at least one job/career fair annually to actively recruit employees for available positions, such as Landwin's recent participation in the job fair at Rosemead/El Monte Adult School. The job/career fair may be in the vicinity of the San Gabriel Hilton, which is defined as a fifteen mile radius from the Hilton.

If Landwin fails to meet this annual hiring endeavor, the EEOC shall review Landwin's good faith compliance with its obligations under the Decree in order to determine whether Landwin has violated the Decree. If Landwin has acted in good faith in its hiring practices, but, in spite of its good faith efforts, has not attained the hiring endeavor for that year, Landwin will be excused from such non-compliance and shall not be deemed in violation of this section of the Decree. If, however, the EEOC contends that Landwin has violated this provision of the Decree, the parties shall follow the procedure set out in Section X for resolution of any dispute or enforcement of the Decree.

C. Revision of Policies Concerning Discrimination

1 Landwin shall revise its written policy on discrimination, sexual
2 harassment, and recruitment/hiring, and provide a copy to the EEOC within sixty
3 (60) days after the Effective Date. The revised policy shall include:

4 A. Clear objective hiring criteria expressly prohibiting hiring
5 decisions on the basis of race, color, national origin, sex, age, disability,
6 creed/religion, or any other protected category;

7 B. Assurance that employees who make complaints of
8 harassment/ discrimination or provide information related to such complaints will
9 be protected against retaliation;

10 C. Assurance of involvement of human resources in the hiring
11 process;

12 D. A clearly described complaint process that provides accessible
13 and confidential avenues of complaint with contact information including name,
14 address, and telephone number of persons both internal (i.e. human resources)
15 and external to Landwin (i.e. the Commission) to whom employees may report
16 discrimination and retaliation, including a written statement that the employee
17 may report the discriminatory behavior to designated persons outside their chain
18 of management. Landwin will also maintain for the term of this Decree a
19 telephone number to allow employees to register complaints of discrimination,
20 harassment or retaliation, and Landwin will investigate any complaints of
21 discrimination, harassment or retaliation made on this telephone number or made
22 through other avenues. The telephone number must be accessible to employees
23 twenty-four hours a day and seven days a week. This telephone number must be
24 distributed to all of Landwin's employees and publicized in a language that they
25 can understand including English, Spanish, and Mandarin.

26 E. Assurance that the employer will protect the confidentiality of
27 harassment/ discrimination complaints to the extent practicable;

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1 F. A complaint process that provides a prompt, thorough, and
2 impartial investigation;

3 G. A procedure for communicating with the complainant in
4 writing regarding the status of the complaint/investigation, results of the
5 investigation, and any remedial action taken, to the extent required by law.

6 H. Assurance that Landwin will take immediate and appropriate
7 corrective action when it determines that harassment/ discrimination and/or
8 retaliation has occurred;

9 I. Procedures for the centralized gathering and retention of
10 applications; and

11 J. Assurance that Landwin's disciplinary policies hold
12 supervisors and managers accountable for failing to take appropriate action or for
13 engaging in conduct prohibited under this Decree.

14 The EEO Consultant shall comment on the policy within forty-five (45)
15 days of receipt. Should the policy not require any revision, Landwin shall
16 confirm distribution of the policy no later than ten (10) days after the forty-five
17 (45) day period. The policy shall be distributed to all of Landwin's employees in
18 English, Spanish, and Chinese including management/supervisory staff, and shall
19 be included in any relevant policy or employee manuals distributed to employees
20 by Landwin. The employees who need language assistance in any other
21 language, will be directed to a person who can explain the policy in a language
22 that they can understand. Landwin shall collect acknowledgments from each
23 employee who receives the revised policy.

24 Throughout the term of this Decree, Landwin shall also post the revised
25 policy in English, Spanish, and Chinese in a place that is conspicuous and
26 accessible to all employees at the San Gabriel Hilton covered by this Decree in a
27 legible font that is a minimum of 14 points in size.

28 **D. Posting**

1 Within ten business days after the Effective Date and throughout the term
2 of this Decree, Landwin shall post notice (attached as Exhibit "A") of the terms
3 of this Decree in at least one clearly visible locations frequented by employees at
4 the location covered by this Decree. This posting shall remain in place for three
5 years from this Decree's Effective Date.

6 **E. Equal Employment Opportunity Consultant**

7 Within thirty days after the Effective Date, Landwin shall retain an Equal
8 Employment Opportunity Consultant ("Consultant") of the EEOC's choosing.
9 The Consultant shall have demonstrated experience in the area of employment
10 harassment/ discrimination and recruitment/hiring issues. Landwin shall bear all
11 costs associated with the selection and retention of the Consultant and the
12 performance of his/her duties. The Consultant's responsibilities shall be limited
13 as discussed in Section VIII C and will also include monitoring the training of
14 Landwin's Human Resources staff, on the following topics:

- 15 a. best management practices concerning record keeping in
16 connection with those records required by this Consent Decree to be maintained;
- 17 b. procedures in recruiting, screening, interviewing, selecting,
18 rejecting and hiring individuals without regard to national origin in compliance
19 with Title VII;
- 20 c. applying and implementing its new objective hiring criteria
21 and reporting/auditing procedures to carry out Landwin's obligations under this
22 Decree;
- 23 d. recruiting and hiring under Title VII;
- 24 e. procedures to handle complaints of harassment/
25 discrimination;
- 26 f. creating, applying and implementing its ~~new~~ anti-harassment
27 policy and reporting procedure to more effectively carry out its obligations under
28 this Decree;

1 g. assisting Landwin in training all employees on the policies
2 and procedures to provide a workplace free of discrimination;

3 h. the proper investigation of all complaints of sexual
4 harassment/ discrimination;

5 i. communicating with complainants regarding the complaint
6 procedure, status of the complaint/investigation, results of the investigation, and
7 any remedial action taken; and

8 j. creating appropriate and consistent disciplinary policies to
9 hold employees and managers accountable for failing to take appropriate action
10 and/or for engaging in conduct prohibited under this Decree.

11 **F. Training**

12
13 1. All non-managerial employees shall receive live annual training which
14 includes coverage of the subjects of equal employment opportunity rights and
15 responsibilities, including, but not limited to, Title VII's prohibitions against
16 discrimination on the basis of national origin, retaliation, and sexual harassment,
17 Landwin's revised policies and procedures for reporting and handling complaints
18 of harassment/ discrimination, and Landwin's commitment to non-discriminatory
19 hiring at the San Gabriel Hilton. The training shall be mandatory and provided in
20 English, Spanish, and Chinese. If the employees are not able to attend the live
21 training, then a videotape of the live training can be provided to the employee.

22 2. The training for managerial employees be a minimum of 2 hours,
23 and shall include the topics set forth in VIIF(1) in addition to how to recognize
24 discrimination/ harassment, training on how to take preventative and corrective
25 measures against discrimination/ harassment, responsibilities of managers under
26 EEO laws, training on how to properly handle and investigate complaints of
27 discrimination and/or harassment in a neutral manner, prevention of retaliation,
28 and proper hiring protocols.

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2. All forms acknowledging employees' receipts of Landwin's revised harassment/discrimination policy;

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

4. All documents, including applications, relating to the identity of all applicants for employment by the following information: name of the applicant, position applied for, date of application, position that was open, period of consideration, and national origin in the food and beverage department;

5. All documents relating to individuals hired for a position by the following information: name of the employee, period of consideration, position, date of hire, national origin, decision maker, reason for hire, and last date of employment if separated in the food and beverage department; and

6. All documents reflecting the hours worked by all employees in the food and beverage department which includes the following positions: banquet servers, banquet captains, restaurant servers, bartenders, and bussers during the term of the Decree by name, date, position, and hours worked.

7. Centralized tracking and monitoring complaints of discrimination, harassment and retaliation so as to allow Landwin to identify individuals who have been the subject of more than one such complaint and to track adverse actions following complaints of discrimination;

Landwin shall make the aforementioned records available to the EEOC within ten (10) business days following a written request by the EEOC.

B. Reporting

In addition to the notice to the EEOC specified above, Landwin shall provide the following reports in writing, by mail or facsimile:

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1. Within ninety (90) days after the Effective Date, Landwin shall submit to the EEOC an initial report which contains:
 - a. A copy of the revised harassment/discrimination policy;
 - b. A summary of the procedures and record-keeping methods developed with the Consultant for centralized tracking of discrimination complaints and the monitoring of such complaints;
 - c. A statement confirming that the required notices pertaining to this Decree and the revised harassment/ discrimination policies have been posted;
 - d. Documents reflecting the hiring criteria for all food and beverage positions, including job description, and a description of the factors considered in hiring for the positions; and
 - e. Recruitment materials, if any exist.

2. Landwin shall also provide the following reports semiannually throughout the terms of this Decree:
 - a. Confirmation of the attendees for all training sessions required under this Decree that took place during the previous six months;
 - b. Confirmation of receipt of acknowledgments of receipt of the revised discrimination and harassment policy for all employees hired during the previous six months;
 - c. A description of all discrimination complaints made since the submission of the immediately preceding report hereunder. This description shall include the names of the individuals alleging harassment, the nature of the harassment, the names of the alleged perpetrators of harassment, the dates of the alleged harassment, a brief summary of how each complaint was resolved, and the identity of the person(s) who investigated or resolved each



1 complaint. If no results have been reached as of the time of the report, the result
2 shall be included in the next report;

3 d. Statement describing Landwin's compliance or non-
4 compliance of the hiring endeavors. In the event the hiring endeavors are not
5 met, a brief description as to why the hiring endeavors were not met;

6 e. Confirmation that the revised policy has remained
7 posted during the Audit Period; and

8 f. Description of any recruitment efforts during the
9 reporting period and the recruitment materials to the extent any modifications
10 were made.

11 3. Landwin shall provide a report to the EEOC detailing any
12 changes of the procedures or record-keeping methods for centralized tracking of
13 harassment/ discrimination complaints and the monitoring of such complaints
14 within thirty (30) days before implementing such changes.

15 **C. Audit Report**

16 Within sixty calendar days after each annual anniversary date of the
17 Effective Date, Landwin shall conduct an annual audit of the previous twelve-
18 month period (the "Audit Period") and submit a written report (the "Audit
19 Report") to the EEO Consultant stating the total number of persons identified by
20 national origin who during the Audit Period:

- 21 1. Who applied for food and beverage positions;
- 22 2. Were interviewed for food and beverage positions;
- 23 3. Were hired for food and beverage positions;
- 24 4. Were offered positions, but declined the employment offer;
- 25 5. Voluntarily withdrew from consideration for a position.

26 The foregoing information shall include the title of the positions, and the total
27 number positions available by positions. The Consultant shall given access to the
28

1 underlying documents at his or her discretion if more information is needed to aid
2 the consultant in preparing the report to the EEOC.

3 The Audit Report shall also:

4 1. Analyze the hours worked by all employees in the following
5 positions: banquet servers, banquet captains, restaurant servers, bartenders, and
6 bussers during the term of the Decree by national origin, name, date, position,
7 and hours worked.

8
9 Landwin will request voluntary disclosure of national origin data from
10 applicants for positions for the limited purpose of assembling data and submitting
11 the Audit Report to the EEOC as provided herein. This information shall be
12 provided in electronic format as well as a hardcopy. The parties agree that
13 Landwin's submission of incomplete data to the EEOC in any Audit Report, due
14 to withholding of such data by any applicant for positions, shall not constitute a
15 violation of this Decree. Landwin shall retain all the underlying records
16 associated with the Audit Report.

17 The EEO Consultant will review all audit reports and submit a brief letter
18 ("Audit Letter") to the EEOC analyzing the hiring trends and the hours assigned
19 based upon national origin to ensure compliance with Title VII. The EEOC
20 shall give 30 days notice to Landwin of inspecting the underlying records for the
21 Audit Report.

22 In addition to the Audit Letter to the EEOC specified above, Landwin shall
23 provide a list providing the names for all those who attended any training
24 sessions described in section VII(F) to the EEOC in writing, by mail or facsimile,
25 if any such training sessions took place during the applicable twelve-month
26 period.

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IX.

MODIFICATION AND SEVERABILITY

A. This Decree constitutes the parties' complete understanding with respect to the matters contained herein. By the parties' mutual agreement or through a motion before this Court, this Decree may be amended or modified in the interests of justice and fairness in order to effectuate the provisions of the Decree. No waiver, modification, or amendment of any provision of this Decree will be effective unless made in writing and signed by an authorized representative of each of the parties.

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.

X.

COMPLIANCE AND DISPUTE RESOLUTION

A. The parties expressly agree that if the Commission has a reason to believe that Landwin has failed to comply with any provision of this Consent Decree, the Commission may file a motion before this Court to enforce the Decree. Prior to initiating such action, the Commission will notify Landwin, in writing, of the nature of the dispute by notice sent to Landwin c/o Sunny Chen David Low, Landwin Management, Inc., 227 W. Valley Blvd, Suite 308, San Gabriel, CA 91776. This notice shall specify the particular provision(s) that the Commission believes has/have potentially been breached. Absent a showing by either party that the delay will cause irreparable harm, Landwin shall have thirty (30) days to attempt to resolve or cure the breach in a manner satisfactory to both parties.

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

3 C. After thirty days have passed with no resolution or agreement to
4 extend the time further, the Commission may petition Magistrate Judge Margaret
5 Nagle for resolution of the dispute, seeking all available relief, including an
6 extension of the term of the Decree for such period of time as Landwin is shown
7 to be in breach of the Decree and the Commission's costs incurred in securing
8 compliance with the Decree.

9 **XI.**

10 **COSTS OF ADMINISTRATION AND IMPLEMENTATION OF**
11 **CONSENT DECREE**

12 Landwin shall bear all costs associated with its administration and
13 implementation of its obligations under this Consent Decree.

14 **XII.**

15 **COSTS AND ATTORNEY'S FEES**

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

17 **XIII.**

18 **MISCELLANEOUS PROVISIONS**

19 A. During the term of this Consent Decree, Landwin shall provide any
20 potential successor-in-interest with a copy of this Decree within a reasonable
21 time of not less than thirty days prior to the execution of any agreement for
22 acquisition or assumption of control of any or all of Landwin's operations, or any
23 other material change in corporate structure, and shall simultaneously inform the
24 EEOC of same. Landwin will provide notice to the EEOC if the San Gabriel
25 Hilton is sold or transferred.

26 B. During the term of this Decree, Landwin shall assure that each of its
27 officers, managers, and supervisors are aware of any term in this Decree which is
28 related to his/her job duties.

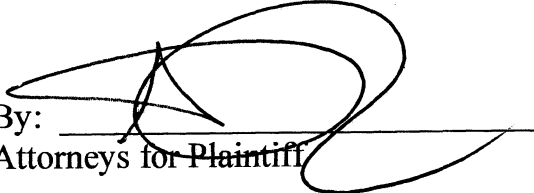


1 C. Unless otherwise stated, all notices, reports and correspondence
 2 required under this Decree shall be delivered to the attention of the Regional
 3 Attorney, Anna Y. Park, U.S. Equal Employment Opportunity Commission, Los
 4 Angeles District Office, 255 E. Temple St., 4th Floor, Los Angeles, CA 90012. If
 5 to Landwin, all notices, reports and correspondence required under this Decree
 6 will shall be delivered to the attention of Landwin c/o Sunny Chen
 7 David Low, Landwin Management, Inc., 227 W. Valley Blvd, Suite 308, San
 8 Gabriel, CA 91776.

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


11 Respectfully submitted,
 12 U.S. EQUAL EMPLOYMENT
 13 OPPORTUNITY COMMISSION
 14 Anna Y. Park

15
 16 Date: 11-6-09

17 By: 
 Attorneys for Plaintiff

18 For Landwin Management, Inc.


19
 20 Date: 10/31/09

21 By: 
 Charles Noh, Manager of San Gabriel
 22 Hilton and authorized representative of
 Landwin Management, Inc.

23 Approved:

24 GORDON & REES

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 26 Date: 11-4-09

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