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DEL TACO, LLC

15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 U.S. EQUAL EMPLOYMENT
18 OPPORTUNITY COMMISSION,

19 Plaintiff,

20 KATELYN MEJIA, an Individual,

21 Plaintiff/Intervenor

22 vs.

23 DEL TACO, LLC, AND DOES 1-10,
24 INCLUSIVE,

25 Defendants.
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} Case No.: 5:18-cv-1978 CAS (SPx)

} **CONSENT DECREE**

} Honorable Christina S. Snyder
U.S. District Judge

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I. INTRODUCTION

Plaintiff U.S. Equal Employment Opportunity Commission (the “EEOC” or “Commission”) and Defendant Del Taco, LLC (hereinafter “Defendant”) (Collectively “Parties”) hereby stipulate and agree to entry of this Consent Decree to resolve the Commission’s Complaint, U.S. Equal Employment Opportunity Commission, et al. v. Del Taco, LLC, Case No. 5:18-cv-1978 CAS (SPX) (the “Action”). On September 17, 2018, the EEOC filed this Action in the United States District Court, Central District of California, for violations of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (“Title VII”) alleging Defendant subjected the Charging Party, which is the Plaintiff-Intervenor in this case, and a class of similarly aggrieved individuals (Charging Party and class of similarly aggrieved individuals, collectively, the “Claimants”) to unlawful employment practices, including a sexually hostile work environment and/or retaliation in violation of §§703(a) and 704(a) of Title VII, 42 U.S.C. § 2000e-2(a), 2000e-3(a). Defendant denies, and continues to deny, that it has engaged in any alleged unlawful conduct.

II. PURPOSES AND SCOPE OF THE CONSENT DECREE

In the interest of resolving this matter, the Parties agree that this Action should be finally settled by entry of this Consent Decree (“Decree”). This Decree is made and entered by and between the EEOC and Defendant and shall be binding on and enforceable against Defendant and its parents, subsidiaries, officers, directors, agents, successors and assigns. Unless otherwise noted, the scope of this Decree is company-wide. The Parties have entered into this Decree for the following purposes:

- A. To provide appropriate monetary and injunctive relief;
- B. To ensure that Defendant’s practices comply with Title VII;
- C. To help ensure a work environment free from harassment and

1 retaliation;

2 D. To enhance training for Defendant’s managers, supervisors, leads,
3 human resource and other employees with respect to their obligations and rights
4 under Title VII;

5 E. To review and, if necessary, update Defendant’s policies, procedures,
6 and practices regarding employment discrimination, harassment, and retaliation;

7 F. To help provide an appropriate and effective mechanism for
8 receiving and handling discrimination, harassment and retaliation complaints in
9 the workplace;

10 G. To ensure appropriate record keeping, reporting, and monitoring; and

11 H. To avoid the time, expense, and uncertainty of further litigation.

12 **III. RELEASE OF CLAIMS**

13 The Parties agree that this Decree completely and finally resolves all
14 claims made in this Action. Nothing in this Decree shall be construed to
15 preclude the EEOC from bringing suit to enforce this Decree in the event that
16 Defendant fails to comply with the terms of this Decree. Nothing in this Decree
17 shall be construed to limit or reduce Defendant’s obligation to comply fully with
18 Title VII or any other federal employment statute. This Decree in no way affects
19 the EEOC’s right to bring, process, investigate or litigate other charges that may
20 be in existence or may later arise against Defendant other than the claims
21 brought in this Action.

22 **IV. JURISDICTION**

23 The Court has jurisdiction over the parties and the subject matter of this
24 Action. The Complaint asserts claims that, if proven, would authorize the Court
25 to grant the relief set forth in this Decree. The terms and provisions of this
26 Decree are fair, reasonable and just. This Decree conforms to the Federal Rules
27 of Civil Procedure and Title VII and does not derogate the rights or privileges of
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1 any person. The entry of this Decree will further the objectives of Title VII and
2 be in the best interests of the Parties. The Court shall retain jurisdiction over this
3 Action for the duration of the Decree for the purposes of entering all orders,
4 judgments and decrees that may be necessary to fully implement the relief
5 provided herein.

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

7 The provisions and agreements contained herein are effective on the date
8 which this Decree is entered by the Court (“Effective Date”). Except as
9 otherwise provided herein, this Decree shall remain in effect for three (3) years
10 after the Effective Date.

11 **VI. COMPLIANCE AND DISPUTE RESOLUTION**

12 If the EEOC has reason to believe that Defendant has failed to comply
13 with any provision of this Decree, the EEOC may bring an action before this
14 Court to enforce the Decree. Before filing such an action, the EEOC shall notify
15 Defendant, in writing, of the provision(s) with which the EEOC believes
16 Defendant has violated or breached.

17 The EEOC may immediately initiate an enforcement action in this Court
18 for non-compliance related to non-payment of monies under this Decree. For
19 issues other than non-compliance related to non-payment of monies, Defendant
20 shall have thirty (30) days from the date of notice (“Dispute Resolution Period”)
21 to resolve or cure the breach absent a showing by the EEOC that the delay will
22 cause substantial harm. The parties may agree to extend this period upon mutual
23 consent. The Parties agree to cooperate with each other and use their best efforts
24 to resolve any dispute raised by the EEOC. After the Dispute Resolution Period,
25 if the Parties have not reached a resolution or agreement to extend the time
26 further, the EEOC may petition this Court for resolution of the dispute.

27 Should the Court determine that Defendant has not complied with this
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1 Decree, in whole or in part, it may impose all available relief, including but not
2 limited to, an extension of the term of the Decree and payment of the EEOC’s
3 costs and attorneys’ fees incurred in securing compliance with the Decree.

4 **VII. MODIFICATION AND SEVERABILITY**

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

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

16 By mutual agreement of the Parties, subject to the Court’s approval, this
17 Decree may be amended or modified in the interests of justice and fairness in
18 order to effectuate the provisions herein.

19 **VIII. MONETARY RELIEF**

20 A. Total Settlement Amount

21 In settlement of this lawsuit, Defendant shall pay a total of \$1,250,000.00
22 (“Total Settlement Amount”) in monetary relief. The EEOC has full and
23 complete discretion under the terms of the Decree to determine who is entitled to
24 monetary relief, the amount, and the characterization of such payment, if any, to
25 the Claimants. The EEOC shall determine who is a Claimant based on the
26 EEOC’s assessment of their facts and damages under Title VII.

27 B. Monetary Relief for Identified Claimants

28 The EEOC shall provide Defendant with a Distribution List designating

1 each Identified Claimant’s monetary relief, the name and address to which each
2 Identified Claimants’ monetary relief shall be delivered, and the characterization
3 of the monetary relief.

4 Within twenty (20) days of receiving EEOC’s Distribution List, Defendant
5 shall send a check via mail to the Identified Claimants pursuant to the Distribution
6 List. For monetary relief characterized as back pay, Defendant shall pay the
7 employer’s portion of all deductions required by law, including but not limited to
8 FICA and FUTA taxes, and such amounts shall not be deducted from payment of
9 the monetary settlement amounts to the Identified Claimants. In addition,
10 Defendant, as appropriate, shall prepare and distribute an IRS form 1099 or
11 equivalent tax reporting forms to the Claimants identified by the EEOC for all
12 monies, if any, paid to them as compensatory damages. For any amount
13 designated as non-wage compensation, no tax withholdings shall be made.
14 Defendant shall make all appropriate reports to the Internal Revenue Service and
15 other tax authorities.

16 Within five (5) business days of mailing the aforementioned payments and
17 tax forms, Defendant shall submit copies of the checks, tax forms, and any
18 related correspondence to the EEOC.

19 Within fifteen (15) business days of the issuance of any W-2 or 1099 form,
20 Defendant shall provide a copy of the related correspondence to the EEOC.

21 C. Claims Process for Unidentified Eligible Claimants

22 Within thirty (30) days of the Effective Date, Defendant shall hire and
23 appoint a specific professional individual or organization (“Claims
24 Administrator”), approved by the EEOC (not to be unreasonably withheld), to
25 oversee the payment of the Class Fund for Unidentified Eligible Claimants as
26 designated by the EEOC pursuant to this Decree.

27 If the Claims Administrator initially appointed thereafter declines to serve
28 or to carry out its duties under this Decree, Defendant shall have five (5)

1 business days to notify the EEOC in writing of the need for a replacement
2 Claims Administrator. EEOC shall provide Defendant with three (3) new
3 Claims Administrators from which Defendant shall select a replacement.
4 Defendant shall pay all costs associated with the selection and retention of the
5 Claims Administrator as well as the performance of the Claims Administrator’s
6 duties under this Decree.

7 D. Claims Notice Process

8 1. *List of Potential Claimants*

9 Within sixty (60) days of the Effective Date, Defendant shall provide to the
10 Claims Administrator a list of all current and former employees that worked at
11 Store Nos. 137 and 221 between 2014 and the present (“Potential Claimants”).
12 The list provided by Defendant shall include the current or former employee’s
13 name, sex, dates of employment, and last known mailing address(es), phone
14 number(s), and email address(es) (if email addresses are available).

15 2. *Claims Notice*

16 Within ninety (90) days of the Effective Date, the Claims Administrator
17 shall:

- 18 a. Determine the validity of each Potential Claimant’s
19 most recent contact information, including their mailing address and email
20 address;
- 21 b. Send a Notice Letter (collectively, “Claims Notice”) via
22 electronic mail and via certified mail (1) instructing the Potential Claimant when
23 and how to complete an on-line questionnaire; (2) notifying the Potential
24 Claimant that the EEOC will review the on-line questionnaire to determine if
25 she or he is an Eligible Claimant; (3) notifying the Potential Claimant that
26 Eligible Claimants may receive monetary relief; (4) providing the Potential
27 Claimant with the opportunity to seek assistance in completing the on-line
28 questionnaire; and (5) providing contact information for the EEOC.

1 c. Within ten (10) business days of mailing each Notice
2 Letter, the Claims Administrator shall provide to the EEOC certification that the
3 Claims Administrator mailed a questionnaire and Notice Letter to each such
4 potential claimant.

5 d. Any Potential Claimant whose Notice Letter is not
6 returned as undeliverable shall have ninety (90) days from the date of mailing to
7 submit a completed questionnaire.

8 e. the Claims Administrator shall instruct the USPS to
9 notify the Claims Administrator of any undeliverable Notice Letters. For letters
10 returned as undeliverable, within twenty (20) days of any questionnaire and/or
11 Notice Letter being returned to sender as undeliverable, the Claims
12 Administrator shall:

13 i. research such Potential Claimant’s most-recent
14 contact information, including phone number, email address and mailing address,
15 and further use its best efforts, including a search of a database such as Accurint,
16 to locate such employee;

17 ii. if the Claims Administrator finds more recent
18 contact information, resend the Notice Letter to the new address; and/or

19 iii. if the Claims Administrator fails to find a more
20 recent address for any such employee, the Claims Administrator shall notify the
21 EEOC and describe its efforts to locate such employee(s). The EEOC will
22 attempt to find a good address for the Potential Claimant. If a new or different
23 address is located by the EEOC, the Claims Administrator shall re-mail the
24 Notice Letter in accordance with this section within ten (10) days of receipt of
25 the new address from the EEOC.

26 f. Any Potential Claimant whose Notice Letter was re-
27 mailed in accordance with the procedures above shall have ninety (90) days
28 from the date of the re-mailing to submit a completed questionnaire.

1 The EEOC, in its discretion, can extend the time for submission by a Potential
2 Claimant in the interest of equity and justice.

3 E. Claims Distribution Process

4 At thirty (30) day intervals after sending the first Notice Letters, the Claims
5 Administrator shall provide the EEOC electronic access to the questionnaires
6 filed on-line. The Claims Administrator shall provide the EEOC with a copy of
7 the questionnaires submitted by mail in the event a Potential Claimant is unable
8 to submit an on-line questionnaire. Defendant shall ensure that the Claims
9 Administrator works with the EEOC to identify qualifying Eligible Claimants in
10 accordance with the EEOC's criteria.

11 The EEOC shall have the sole discretion to determine who is an Eligible
12 Claimant and the amount and characterization of any payment, if any, to the
13 Claimants. Payment, if any, to Eligible Claimants shall be triggered by the
14 EEOC's issuance to Defendant and/or the Claims Administrator of a Distribution
15 List. The EEOC's Distribution List shall detail the amount to be designated to
16 each Eligible Claimant, the characterization of the monies to be paid, the
17 address, and other appropriate information. For monetary relief characterized as
18 back pay, Defendant shall pay the employer's portion of all deductions required
19 by law, including but not limited to FICA and FUTA taxes, and such amounts
20 shall not be deducted from payment of the monetary settlement amounts to the
21 Identified Claimants. In addition, the Claims Administrator, as appropriate, shall
22 prepare and distribute an IRS form 1099 or equivalent tax reporting forms to the
23 Claimants identified by the EEOC for all monies, if any, paid to them as
24 compensatory damages. For any amount designated as non-wage compensation,
25 no tax withholdings shall be made. Claims Administrator shall make all
26 appropriate reports to the Internal Revenue Service and other tax authorities,
27 with respect to payments to the Eligible Claimants.

1 Within twenty (20) days of receipt of the EEOC’s Distribution List, the
2 Claims Administrator shall send the checks via mail to each Eligible Claimant at
3 the address provided by the EEOC in its Distribution List(s).

4 Within five (5) business days of mailing the aforementioned payments, the
5 Claims Administrator shall submit copies of the checks and any related
6 correspondence as well as a report regarding the mailing of the checks to the
7 EEOC. If any such check is returned, known to be lost or destroyed, or not
8 cashed within 180 days, the Claims Administrator shall notify the EEOC within
9 ten (10) business days of gaining such knowledge, and the EEOC shall attempt
10 to obtain the information necessary to deliver reissued checks, which the Claims
11 Administrator shall re-mail within five (5) business days of obtaining updated
12 information from the EEOC. In the alternative, the Claims Administrator or the
13 Defendant can provide a rolling report on a quarterly basis from the first
14 distribution until the Funds have all been disbursed as set forth below.

15 The Claims Administrator shall prepare and distribute W-2 and 1099
16 reporting forms to each Eligible Claimant and shall make any appropriate reports
17 for each to the Internal Revenue Service and other tax authorities. Defendant
18 shall be solely responsible for any costs associated with issuing and distributing
19 W-2s and 1099s to Identified Claimants. Within fifteen (15) business days of the
20 issuance of any W-2 or 1099 form, the Claims Administrator shall provide a
21 copy of the related correspondence to the EEOC.

22 At least every thirty (30) days after the Claims Administrator issues checks
23 pursuant to the Distribution List(s), the Claims Administrator shall identify all
24 checks issued, all checks cashed, the funds remaining in the class fund, and all
25 check not negotiated and/or returned non-negotiated to the Claim Administrator,
26 to enable the parties to track remaining funds for redistribution. In the event
27 there is a question regarding whether a check has been negotiated, Defendant and
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1 the Claims Administrator will work with the EEOC to determine when payment
2 was rendered, including providing a copy of the canceled check.

3 On a quarterly basis throughout the duration of this Decree, the Claims
4 Administrator will notify the EEOC of the remaining amount available out of the
5 Gross Sum. The EEOC will provide a final distribution list should there be any
6 remaining funds.

7 **IX. CLAIMANT SPECIFIC INJUNCTIVE RELIEF**

8 Within sixty (60) days of the Effective Date of this Decree, Defendant
9 shall:

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

13 B. to the extent that Defendant must keep records of the charges of
14 discrimination or any Claimant's involvement in the Action by law or in order to
15 effectuate this Decree, such records must be maintained separately from
16 Claimants' personnel files;

17 C. refrain from providing negative references about Claimants, and
18 direct all reference inquiries to a Human Resources ("HR") representative, who
19 will provide a neutral employment reference, limited to verifying whether the
20 identified Claimant was employed by Defendant, the last position in which the
21 Claimant was employed, and the duration of employment with Defendant; and

22 D. to the extent that a Claimant continues to work for Defendant, ensure
23 that the Claimant does not suffer discrimination, harassment, or retaliation;

24 E. ensure that the Claimants, including former employees, are not
25 prohibited from applying for re-employment with Defendant.

26 **X. GENERAL INJUNCTIVE RELIEF**

27 A. Non-Discrimination and Non-Retaliation

1 A. Equal Employment Opportunity Monitor

2 Within thirty (30) days after the Effective Date, Defendant shall retain an
3 external Equal Employment Opportunity Monitor (“Monitor”) of Defendant’s
4 choosing, and with the EEOC’s approval (not to be unreasonably withheld), to
5 monitor Defendant’s compliance with Title VII and this Decree. The Monitor
6 shall have demonstrated experience in the area of employment discrimination
7 and sexual harassment issues. In the event the Monitor can no longer perform its
8 responsibilities, the Monitor shall immediately notify Del Taco and the EEOC,
9 and Del Taco shall select a replacement with the approval of the EEOC (not to
10 be unreasonably withheld). Except as otherwise set forth herein, Defendant shall
11 bear all costs associated with the selection and retention of the Monitor and the
12 performance of the Monitor’s duties. For the term of the Decree, the Monitor’s
13 responsibilities shall include:

- 14 1. Reviewing and, if necessary, revising Defendant’s equal
15 employment policies and procedures, including its complaint procedures relating
16 to harassment, discrimination and retaliation, to ensure that Defendant complies
17 with Title VII and this Decree;
- 18 2. Ensuring that Defendant disseminates written information to
19 all employees regarding its complaint procedures;
- 20 3. Ensuring that all employees are trained pursuant to this
21 Decree, and answering employee questions or concerns regarding the content of
22 the trainings;
- 23 4. Ensuring that all HR employees have the requisite skill level to
24 effectuate the requirements of Title VII and of this Decree and that they
25 promptly investigate all complaints of discrimination, harassment and retaliation
26 and take appropriate prompt preventative and corrective action where necessary;
- 27 5. Evaluating, monitoring, and providing feedback to Defendant
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1 regarding complaints and investigations of discrimination, harassment or
2 retaliation to ensure compliance with Title VII and this Decree;

3 6. Ensuring that Defendant properly communicates with
4 complainants as required by this Decree;

5 7. Ensuring that Defendant creates and maintains a centralized
6 system of tracking discrimination, harassment and retaliation complaints, as
7 required by this Decree;

8 8. Ensuring that Defendant holds all employees accountable for
9 failing to take appropriate action after receiving information or allegations
10 regarding discrimination, harassment or retaliation, or for engaging in conduct
11 prohibited under Title VII or this Decree;

12 9. Conducting a review of complaints of sexual harassment
13 and/or retaliation made in the 180 days before the Effective Date and provide
14 guidance to Defendant on the handling of these prior complaints. The scope of
15 the review is to be determined by the Monitor;

16 10. Conducting audits, as set forth below, to ensure that Defendant
17 is not tolerating harassment, discrimination, retaliation;

18 11. Preparing the reports described in Section XII on Defendant's
19 compliance with Title VII and this Decree and ensuring that Defendant
20 accurately compiles and timely submits all reports as required by this Decree;

21 12. Monitoring current employees that are class members and/or
22 witnesses who participated in this lawsuit to ensure that they have not been
23 subjected to any retaliation or harassment. The Monitor shall contact these
24 individuals as he or she deems necessary;

25 13. Ensuring that Defendant's HR is accessible for employees to
26 make complaints during normal business hours;

27 14. Ensuring that Defendant takes appropriate and proportionate
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1 preventative and corrective action in response to claims of discriminatory,
2 harassing, or retaliatory conduct; and

3 15. Further ensuring Defendant’s full compliance with the spirit
4 and the letter of the terms of this Decree.

5 B. Posting

6 Within ten (10) business days after the Effective Date and throughout the
7 term of this Decree, Defendant shall post a laminated notice (“Notice,” attached
8 as “Exhibit A”) of the terms of this Decree in clearly visible locations frequented
9 by its employees in each of Defendant’s restaurants and its corporate
10 headquarters. The postings shall remain posted for the duration of this Decree.
11 The Notice shall be printed in legible font and posted in language(s) commonly
12 understood by Defendant’s employees

13 C. EEO Compliance Audits

14 The Monitor shall conduct semi-annual audits at Defendant’s restaurants to
15 ensure that leads, supervisors, and managers are held accountable and to
16 encourage employees to report problems of harassment, discrimination, or
17 related retaliation. The Monitor shall determine the scope of the audits. The
18 Monitor will also work with the Defendant to develop mechanisms during the
19 employee offboarding process to determine if they witnessed or experienced
20 harassment, discrimination or retaliation.

21 As deemed appropriate and necessary by the Monitor, the Monitor shall
22 speak with employees and ensure compliance with anti-harassment and
23 retaliation policies and procedures. To seek employee input, the audits will be
24 conducted outside the presence of management, supervisors, and leads, without
25 any onsite lead or supervisors’ advance knowledge of the audit. Any conduct
26 signaling a sexual harassment or retaliation issue will be subject to review by the
27 Monitor with Del Taco and prompt and effective remedial action shall be taken

1 where necessary. Monitor shall conduct additional audits if the Monitor
2 determines there are issues that require a fuller examination.

3 The results of all audits shall be evaluated by the Monitor and submitted
4 to the EEOC in the semi-annual report as set forth below. The Monitor’s report
5 shall include assessments and recommendations for remedying all identified
6 issues with workplace harassment or discrimination.

7 D. Policies and Procedures

8 Within sixty (60) days after the Effective Date, Defendant with the
9 assistance of the Monitor shall draft or review and then revise, if necessary, its
10 policies and procedures on discrimination, harassment and retaliation (“Final
11 Policy”) as described below and provide the EEOC with a copy. Upon receipt,
12 the EEOC shall have thirty (30) days to review and/or comment on the Final
13 Policy. If the EEOC does not provide comment within thirty (30) days,
14 Defendant shall distribute the Final Policy to all employees within thirty (30)
15 days.

16 Defendant shall disseminate the Final Policy by (a) posting copies in
17 clearly visible areas within Defendant’s restaurants and frequented by its
18 employees; and (b) providing copies to each current employee by posting it on
19 Dayforce. For employees hired after the Effective Date, Defendant shall
20 disseminate this information within five (5) days of their hire date. The Monitor
21 shall ensure that Defendant disseminates and publicizes the complaint
22 procedure. Defendant shall have each employee sign a form acknowledging
23 receipt.

24 The Final Policy shall be written in a clear, easy to understand style and
25 format, in language(s) commonly spoken by Defendant’s employees, and be
26 written at a middle-school reading level. At all times, the Final Policy shall, at a
27 minimum, include the following:

1 1. A strong and clear commitment to a workplace free of sexual
2 harassment and retaliation;

3 2. A clear and comprehensive description of “sexual
4 harassment,” both quid pro quo and hostile work environment, including
5 examples of prohibited conduct, tailored to Defendant’s workplace, and conduct
6 which, if left unchecked, may rise to the level of unlawful harassment;

7 3. A statement encouraging all employees to come forward if
8 they believe that they have experienced or witnessed harassment or
9 discrimination;

10 4. A statement encouraging employees to ask questions, share
11 concerns and provide information about potential discrimination, harassment or
12 retaliation to Defendant, such as by (1) informally sharing information with the
13 HR Department, or (2) participating candidly in investigations of potential
14 discrimination, harassment or retaliation;

15 5. Assurance that Defendant shall hold all employees, including
16 management, supervisory, lead and HR employees, accountable for engaging in
17 conduct prohibited under Title VII or this Decree, including but not limited to
18 sexual harassment, retaliation, and inappropriate sexual conduct, and a
19 description of the possible consequences up to and including termination, which
20 shall be noted in the employee’s personnel file; and

21 6. Assurance that Defendant shall hold all management,
22 supervisory, lead and HR employees accountable for failing to take prompt
23 appropriate action upon receiving information regarding discrimination,
24 harassment, or retaliation in the workplace, and a description of the
25 consequences for those that fail to adhere to reporting steps, which shall be
26 noted in the employee’s personnel file;

27 7. A description of the steps management must take if they
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1 witness and/or become aware of complaints of discrimination, harassment or
2 retaliation;

3 8. A statement of commitment to maximally feasible
4 confidentiality of the complainant, alleged victims, alleged harassers, witnesses
5 and other relevant individuals, and the investigation;

6 9. An assurance that persons who complain about harassment
7 they experienced or witnessed and persons who provide information relating to
8 such complaints will not be subject to retaliation;

9 10. A statement that the sexual harassment policy applies to all
10 persons, including managers, supervisors, lead employees, vendors, suppliers,
11 third parties, customers, and HR employees;

12 11. A clearly described complaint process that provides accessible
13 and confidential avenues of complaint and the name (if applicable), address,
14 direct telephone number, and email address of persons both internal (i.e. HR
15 department and Hotline, managers) and external to Defendants (i.e. EEOC) to
16 whom employees may report harassment and retaliation, as well as a written
17 statement that employees may report the discriminatory behavior to any
18 manager, supervisor, lead, or HR employee verbally or in writing;

19 12. A statement that employees are not to engage in or discuss
20 sexual conduct and/or sexual jokes at work;

21 13. A complaint process that provides a prompt, thorough and
22 impartial investigation; and

23 14. A procedure for communicating with the complainant in
24 writing regarding the status of the complaint/investigation, results of the
25 investigation, and any remedial action taken.

26 The internal complaint procedure shall incorporate the following elements:

27 1. A policy describing how investigations will be conducted;

1 2. A prompt commencement and thorough and objective neutral
2 investigation shall be conducted by a person trained to conduct such
3 investigations within Defendant’s HR Department, or a hired professional trained
4 to conduct such investigations;

5 3. A statement that an investigation shall include interviews of all
6 relevant witnesses, including the complainant, and reviews of all relevant
7 documents;

8 4. A statement that the nature of the complaint will determine the
9 scope of the investigation;

10 5. A written record of all investigatory steps, and any findings
11 and conclusions, and any actions taken;

12 6. Communication with the complainant in writing regarding the
13 status of the complaint, investigation, results of the investigation and any
14 remedial action taken;

15 7. An opportunity for the complainant to review and respond to
16 tentative findings, except in those circumstances in which it is necessary to take
17 immediate action;

18 8. An appeal procedure to the Monitor, should the Complainant
19 be dissatisfied with the results of the investigation; and

20 9. The Monitor shall review and monitor the complaints to
21 evaluate whether the complaints were properly handled. The Monitor may
22 follow-up with complainants to ensure that there is proper handling of
23 complaints. The Monitor will report to the EEOC on the monitoring results.

24 The internal complaint procedure shall also contain the following
25 elements:

26 1. A statement that an employee who believes that he or she has
27 suffered or witnessed discriminatory, harassing, or retaliatory conduct may file
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1 an internal complaint verbally or in writing by (a) contacting the HR Department
2 via the toll-free phone number and/or email address; (b) contacting the
3 employee's assigned Regional HR Manager via phone or email; (c) contacting
4 the Hotline; or (d) contacting any managerial, supervisory, lead, or HR
5 employee. No special forms are required to file a complaint;

6 2. A statement that any lead, supervisory, managerial, or HR
7 employee who observes or otherwise obtains information regarding
8 discrimination, harassment or retaliation must document the information and
9 notify in writing the assigned Regional HR Manager within five (5) days;

10 3. A statement that the internal complaint procedure does not
11 replace the right of any employee to file a charge or complaint of discrimination,
12 harassment or retaliation under any available municipal, state, or federal law.
13 The procedures shall provide contact information for EEOC and state and local
14 Fair Employment Practice (FEP) agencies;

15 4. A statement that it is unacceptable to retaliate against any
16 employee for use of the Internal Complaint Procedure or for assisting in the
17 investigation of a complaint; and

18 5. A statement that if an allegation of sexual harassment or
19 retaliation against an employee is substantiated, then such conduct will result in
20 immediate proportionate discipline, up to and including discharge.

21 E. Hotline

22 Within thirty (30) days after the Effective Date, Defendant shall create a
23 Hotline to report complaints of sexual harassment and retaliation ("Hotline"), to
24 the extent it does not already have one. The Hotline shall be given to all new
25 employees and made clear that the Hotline is accessible online and via telephone,
26 24-hours per day and is available in language(s) commonly used by Defendant's
27 employees. The Monitor shall ensure that it is expressly communicated that the
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1 Hotline can be used for complaints of sex harassment and/or retaliation
2 complaints.

3 The Hotline shall operate seven days per week, 24 hours per day.
4 Defendant with the Monitor shall ensure that all Hotline inquiries and response
5 times are tracked and logged by Defendant. Once a complaint is received,
6 Defendant will contact the complainant within 24 hours, and then follow the
7 internal complaint procedure. The Monitor shall review and evaluate the
8 Defendant's effectiveness and responsiveness to a Hotline complaint.

9 To the extent it has not already done so, Defendant shall distribute the
10 Hotline information to all employees, including management, supervisory, lead
11 and HR employees within thirty (30) days by posting the information on
12 Dayforce and physically in each restaurant. Defendant shall provide the Hotline
13 to employees hired after the Effective Date within five (5) days of their hiring
14 date. The Monitor shall work with Defendant to ensure that the Hotline
15 information is disseminated effectively.

16 The Monitor shall track and evaluate all information received by
17 Defendant regarding alleged discriminatory, harassing, or retaliatory conduct and
18 retain records regarding investigation and resolution of all complaints. The
19 Monitor shall ensure that Defendant complies with this section and publicizes
20 and disseminates contact information for the HR Department and the Hotline

21 F. Training

22 1. *Guidelines for All Trainings*

23 All trainings described below shall be mandatory for all employees for the
24 duration of the decree. All persons shall verify their attendance in writing.
25 Defendant shall maintain records of which employees completed the training for
26 the duration of the Decree.

27 Within sixty (60) days after the Effective Date, Defendant shall submit to
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1 the EEOC a description of the trainings to be provided, name and contact
2 information for the trainer(s) selected, and an outline of the curriculum to the
3 EEOC. The EEOC may provide comment within thirty (30) days of receipt
4 regarding any necessary changes to the training or trainer selected.

5 The trainings shall occur within sixty (60) days after EEOC's comments on
6 the training curriculum. Trainings may be conducted live or online. Defendant
7 will work with the Monitor on the best approach to making the training effective
8 in its delivery and substance. An EEOC representative may attend any such
9 training, at the discretion of the EEOC. The EEOC may also review training
10 materials used upon request.

11 Defendant shall begin each training with a short video from a senior
12 executive emphasizing that harassment prevention, civility, and maintaining a
13 respectful workplace are a high priority for Defendant, and that the training is an
14 important component of Defendant's strategy for harassment prevention. The
15 message shall include a commitment towards accountability to its workforce and
16 the safety of its workforce. The message shall be provided in language(s)
17 commonly understood by Defendant's employees.

18 All trainings provided pursuant to this decree shall be live or online and
19 interactive. Defendant will work with the Monitor to best deliver the training
20 which must be interactive. Examples shall be given of prohibited conduct,
21 tailored to Defendant's workplace, as well as conduct which, if left unchecked,
22 could rise to the level of unlawful harassment or retaliation.

23 All trainings and training materials shall be provided in language(s)
24 commonly understood by Defendant's employees and be designed to effectively
25 teach employees with a high-school education without prior job experience.

26 All trainings shall contain a civility component that incorporates ways to
27 prevent harassment, how to stop bullying, bystander intervention, and respect
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1 for diversity in the workplace.

2 Within thirty (30) days of the hire date of any employee hired after the
3 required training, Defendant shall provide an alternative training session that is
4 either (a) live and interactive; or (b) online with an interactive component.

5 Defendant shall produce to the EEOC with its semi-annual report
6 documents verifying the occurrence of all training sessions conducted as required
7 under this Decree. Defendant or the Monitor will identify any managers and
8 supervisor who did not attend the training. The Monitor shall provide feedback
9 to the EEOC on a semi-annual basis regarding the trainings conducted.

10 2. *New Employee Orientation*

11 Defendant shall provide a brief oral orientation (“Orientation”) to all new
12 employees within fifteen (15) days of their hire date. The Orientation shall
13 emphasize that (a) Defendant is committed to ensuring that its workplace is free
14 of discrimination, harassment and retaliation; (b) that Defendant takes seriously
15 all allegations of discrimination, harassment and retaliation and encourages
16 employees to notify HR when they become aware of potentially discriminatory,
17 harassing and/or retaliatory conduct; (c) that Defendant will take prompt and
18 proportionate corrective action in response to discrimination, harassment and
19 retaliation in the workplace; and (d) that Defendant will hold accountable all
20 managerial, supervisory, and lead, and HR employees that fail to take
21 appropriate action in response to information regarding potential discrimination,
22 harassment, or retaliation. The Orientation shall briefly review Defendant’s
23 complaint procedures, and explain where employees can find additional
24 information, including the appropriate contact information.

25 3. *Compliance Training*

26 Every year, all non-managerial and non-lead employees shall be required to
27 take a live or online Compliance Training of at least one hour regarding
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1 discrimination, harassment, and retaliation. Managerial, supervisory, lead, and
2 HR employees shall not be present during training of non-managerial and non-
3 lead employees.

4 The training under this section shall include review of federal employment
5 discrimination laws, with a particular emphasis on sexual harassment and
6 retaliation; employees and employers' rights and responsibilities under Title VII
7 and this Decree if they experience, observe, or become aware of conduct that
8 they believe may be harassing, discriminatory, or retaliatory; and Defendant's
9 Final policy, especially the Internal Complaint Procedure. The training shall
10 emphasize Defendant's commitment to ensuring a workplace free of
11 discrimination, harassment or retaliation and encourage employees that
12 experience or witness discriminatory, harassing and/or retaliatory conduct to
13 report it. The training shall also emphasize the consequences for employees that
14 engage in prohibited conduct and for managerial, lead, or supervisory employees
15 that fail to notify the HRs Department upon becoming aware of conduct that may
16 be discriminatory, harassing or retaliatory.

17 Before concluding the training, Defendant shall provide direct contact
18 information for employees' assigned Regional HR Manager, for the HR
19 Department, and for the Hotline. Defendant shall also circulate an anonymous
20 evaluation form to be filled out by attendees and provided to the Monitor. The
21 Monitor will review the anonymous evaluation forms and make any appropriate
22 recommendations for subsequent trainings.

23 4. *Management Training*

24 All managerial, HR, supervisory, and lead employees shall take a separate
25 live or online annual Compliance Training, as outlined in Section F.3, as well as
26 a bi annual Management Training of at least two hours duration. Defendant may
27 split up the Management Training into two sessions.

1 The Compliance Training under this section shall cover: identification of
2 potential risk factors for harassment and specific actions that may minimize or
3 eliminate the risk of harassment; how to recognize discrimination, harassment,
4 and retaliation; methods for addressing harassment that they observe, that is
5 reported to them, or that they otherwise learn of, including but not limited to how
6 to properly respond to, document and report up the chain of command potential
7 discrimination, harassment, and retaliation, without retaliating; confidentiality
8 rules associated with discrimination, harassment and retaliation complaints; and
9 shall include interaction on how to handle different scenarios, emphasizing
10 accountability of management.

11 5. *HR Training*

12 Every two years, all HR employees shall take a live or online Compliance
13 Training, as outlined in Section F.3, of at least two hours duration. Defendant
14 may split up the HR Training into two sessions.

15 The first HR Training shall cover: With the assistance of the Monitor, HR
16 employees will train with the Monitor on properly defining the proper scope of
17 an investigation, how to conduct thorough, fair, neutral and prompt
18 investigations of allegations of discrimination, harassment, and retaliation; how
19 to take preventative and corrective measures against discrimination, harassment,
20 and retaliation, including how to respond with proportionate corrective action in
21 response to substantiated harassing conduct or retaliation; how to recognize and
22 stop harassment, discrimination, and retaliation; and how to document
23 investigative steps taken and proper monitoring after an investigation is
24 conducted. The Monitor shall also discuss this Decree during the training with
25 the HR employees, and that HR employees shall be assisting the Monitoring in
26 assuring compliance with this Decree and that the policies and procedures are
27 carried out. On a semi-annual basis, the Monitor shall evaluate the HR

1 Department's performance and provide feedback directly to Defendant and
2 report the feedback to the EEOC.

3 After the first training, subsequent trainings shall focus on providing
4 feedback to the HR employees on the investigations on advanced cutting-edge
5 issues relating to discrimination, harassment, and retaliation.

6 G. Performance Evaluations for EEO Compliance

7 Defendant shall develop, implement, or revise its performance evaluation
8 forms for managers, supervisors, leads, and human resource personnel, to
9 include measures for performance on compliance with Defendant's
10 discrimination, harassment and retaliation policy and procedures. Supervisory,
11 managerial and lead employees that become aware of discriminatory, harassing
12 and/or retaliatory conduct and fail to report and/or take appropriate remedial
13 and/or corrective action in response shall be subject to corrective action.

14 Within thirty (30) days of the Effective Date, Defendant shall provide the
15 EEOC with the proposed revisions in order to provide an opportunity for
16 comment regarding the revisions. Defendant shall implement its revised
17 performance evaluation forms within ten (10) days of the final version of the
18 policies and procedures.

19 In its semi-annual report, Defendant shall report the name, date, and nature
20 of action taken to award or discipline an employee for complying or failing
21 to comply with this section.

22 H. Staffing of Investigators or HR Department

23 Defendant shall employ a sufficient number of employees in the HR
24 Department in order to comply with this Decree and ensure that Defendant
25 complies with Title VII. In order to substantially comply with this provision,
26 Defendant shall hire and retain an appropriate level of HR staffing that the
27 Monitor believes is appropriate to ensure that complaints of harassment,
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1 discrimination, and/or retaliation are properly handled. The Monitor and
2 Defendant can consider outsourcing the investigation to qualified neutral third
3 parties to offset any lack of staffing. Defendant's HR employees shall be
4 experienced and trained in conducting harassment and retaliation investigations.
5 Defendant's HR employees shall conduct prompt investigations and ensure that
6 immediate corrective and preventative measures are taken where employees are
7 subjected to harassing, discriminatory or retaliatory conduct. They are also
8 tasked with assisting with audits and responding to the Hotline and following up
9 accordingly.

10 The Monitor shall monitor Defendant's compliance with this Decree and
11 Title VII and may recommend that Defendant hire additional HR employees.
12 The Monitor shall review the qualifications of Defendant's HR employees and
13 may recommend additional training. The Monitor shall provide a report
14 regarding Defendant's HR Department in a semi-annual report.

15 **XII. RECORD-KEEPING**

16 Defendant shall work with the Monitor to establish a record-keeping
17 procedure that provides for the centralized tracking of discrimination, harassment
18 and retaliation complaints and the monitoring of such complaints to prevent
19 retaliation, pursuant to Section XI.A. The records to be maintained by
20 Defendant and/or the Monitor shall include:

21 A. all documents generated in connection with any complaint, including
22 but not limited to, documents relating to all investigations or resolutions of any
23 complaints, the identities of all witnesses identified by the complainant and/or
24 through Defendant's investigation, and all communications related to the
25 complaint, its investigation, or its resolution, pursuant to Section XI.D;

26 B. all forms acknowledging employees' receipt of Defendant's Final
27 policy, Hotline information, and HR contact information, pursuant to Sections
28

1 XI.D and E;

2 C. all documents verifying the occurrence of all training sessions and
3 names and positions of all attendees for each session as required under this
4 Decree, pursuant to Section XI.F.1;

5 D. all documents generated in connection with the monitoring,
6 counseling and disciplining of employees whom Defendant determined to have
7 engaged in behavior that may be discriminatory, harassing and/or retaliatory or
8 that failed to respond appropriately to complaints of discriminatory, harassing, or
9 retaliatory conduct, pursuant to Section XI.D;

10 E. all documents generated in connection with Defendant's confidential
11 follow-up inquiries into whether any complainant believes he or she has been
12 retaliated against, pursuant to Section XI.D;

13 F. all documents generated in connection with the establishment or
14 review of performance evaluation measures for leads, supervisors and managers,
15 pursuant to Section XI.G;

16 G. all documents reflecting the corrective action taken in response to
17 supervisory, managerial and/or lead employees that responded inappropriately to
18 discriminatory, harassing, or retaliatory conduct, pursuant to Section XI.G;

19 H. all documents generated in connection with the audits conducted by
20 the Monitor as required by this Decree, pursuant to Section XI.C;

21 I. all documents generated in connection with Defendant's Hotline,
22 pursuant to Section XI.E, and

23 J. all documents related to compliance with the terms of the Decree.

24 Defendant shall make the aforementioned records available to the EEOC
25 within thirty (30) business days following a written request by the EEOC.

26 **XIII.REPORTING**

27 In addition to the notice and reporting requirements above, Defendant
28

1 shall provide the following reports to the EEOC in writing by mail or e-mail :

2 A. Initial Report.

3 Within ninety (90) days after the Effective Date, Defendant shall submit to
4 the EEOC an initial report containing:

5 1. A copy of the Final Policy, the Internal Complaint Procedure,
6 and the Hotline Flyer, for the EEOC’s review and comment, pursuant to Section
7 XI.D;

8 2. A description of the trainings to be provided pursuant to this
9 Decree and the name and contact information for the trainer(s) selected and an
10 outline of the curriculum, for the EEOC’s review and comment, pursuant to
11 Section XI.F.1;

12 3. Draft performance evaluation forms, revised pursuant to this
13 Decree, for the EEOC’s review and comment, pursuant to Section XI.G;

14 4. a statement confirming that the required notices pertaining to
15 this Decree, including the Notice, the Final Policy, the Internal Complaint
16 Procedure, the Hotline Flyer, and HR contact information have been posted and
17 distributed to employees as required by this Decree, pursuant to Sections
18 XI.B,D,and E;

19 5. a statement identifying the Monitor’s assessment of the
20 staffing level for the HR department;

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

23 7. The name and contact information of the specific professional
24 individual or organization that Defendant proposes serve as the claims
25 administrator, for the EEOC’s review and comment, pursuant to Section VIII.C;
26 and

27 B. Reports Regarding Monetary Relief

1 Defendant or the Claims Administrator shall submit to the EEOC the
2 reports detailed in Section VIII, including but not limited to, reporting on a
3 quarterly basis all checks issued, all checks cashed, and the funds remaining in
4 the class fund, including any uncashed checks.

5 C. Semi-Annual Report.

6 Within 180 days from the Effective Date, and semi-annually thereafter,
7 Defendant and/or the Monitor shall submit to EEOC a semi-annual report
8 containing:

9 1. a list of names of supervisors and managers who were not able
10 to attend the trainings and verification that the training as set forth herein were
11 conducted;

12 2. a copy of all complaints regarding discriminatory, harassing,
13 and retaliatory conduct;

14 3. a Complaint Log for all sexual harassment or retaliation
15 complaints made in the previous 300 days and all complaints with an open
16 investigation, that includes the following information:

17 a. Name and contact information for the person making
18 the complaint;

19 b. Date(s) of the complaint (including all oral and written
20 complaints);

21 c. A description of the complaint;

22 d. Names of any and all persons to whom the complaint
23 was made;

24 e. Names of any and all alleged perpetrators of
25 discrimination harassment and/or retaliation;

26 f. Date of investigation into each complaint of
27 discrimination and/or retaliation;

- 1 g. Names and contact information of any and all
- 2 individuals involved in the investigation and their respective roles;
- 3 h. Names of any and all individuals interviewed during the
- 4 investigation;
- 5 i. A summary of the investigation;
- 6 j. A summary of how each complaint was resolved;
- 7 k. Identity of each person involved in the resolution of the
- 8 complaint;
- 9 l. Summary of all information, including all documents,
- 10 that were reviewed during the investigation and in reaching a
- 11 resolution as to each complaint;
- 12 m. Summary of any and all monitoring that has been
- 13 conducted following each complaint;
- 14 n. Summary of all communication with the complainant
- 15 regarding the complaint;
- 16 o. Description of all corrective or remedial action taken, if
- 17 any, in response to the complaint, as well as all rewards given to
- 18 employees for complying with the Internal Complaint Procedure.

19 4. an analysis of the monitoring done when more than one
20 complaint is filed by or against a particular employee, as well as any
21 investigation or resolution;

22 5. a statement confirming that the required notices pertaining to
23 this Decree, including the Notice, the Final policy, the Hotline, and HR contact
24 information have been distributed to new employees as required by this Decree,
25 pursuant to Sections XI.B, D, and E ; and

26 6. confirmation of implementation of the Monitor’s plan for the
27 staffing of the HR Department.

1 The Semi-Annual Report shall also include the Monitor’s report to the
2 EEOC and Defendant that describes all work performed pursuant to this Decree
3 and provides the Monitor’s feedback and recommendations going forward. The
4 report shall include the Monitor’s evaluation and recommendations following the
5 audits and trainings conducted pursuant to this Decree as well as the sufficiency
6 and competency of Defendant’s HR Department. Most importantly, the
7 Monitor’s report shall provide feedback regarding Defendant’s compliance with
8 this Decree, whether Defendant has responded appropriately to harassment and
9 retaliation complaints, and whether employees believe that Defendant tolerates
10 harassment and retaliation in the workplace. The Monitor’s report shall cover all
11 the Monitor’s responsibilities, as detailed in Section XI.A.

12 D. Exit Report

13 Defendant shall report to the EEOC at least 90 days prior to the expiration
14 of this Decree regarding its compliance with this Decree. Separately, the
15 Monitor shall report to the EEOC at least 90 days prior to the expiration of this
16 Decree covering all the Monitor’s responsibilities, as detailed in Section XI.A,
17 and providing feedback regarding Defendant’s compliance with this Decree,
18 whether Defendant has responded appropriately to harassment and retaliation
19 complaints, and whether Defendant tolerates harassment and retaliation in the
20 workplace.

21 **XIV. COSTS OF ADMINISTRATION AND IMPLEMENTATION OF**
22 **CONSENT DECREE**

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

25 **XV. COSTS AND ATTORNEYS’ FEES**

26 Each Party shall bear its own costs of suit and attorneys’ fees.

27 **XVI. MISCELLANEOUS PROVISIONS**

1 A. During the term of this Decree, Defendant shall provide any potential
2 successor-in-interest with a copy of this Decree within a reasonable time of not
3 less than thirty (30) days prior to the execution of any agreement for acquisition
4 or assumption of control of any or all of Defendant’s facilities, or any other
5 material change in corporate structure, and shall simultaneously inform the
6 EEOC of same.

7 B. During the term of this Decree, Defendant and its successors shall
8 ensure that each of its directors, officers, human resource personnel, managers,
9 supervisors and leads is aware of any term(s) of this Decree which may be
10 related to his/her job duties.

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

13 (1) For the EEOC: the Regional Attorney, Anna Y. Park, U.S. Equal
14 Employment Opportunity Commission, Los Angeles District Office, 255 E.
15 Temple St., 4th Fl., Los Angeles, CA 90012 and via email at
16 anna.park@eeoc.gov.

17 (2) For Defendant: Andrew Satenberg, Manatt, Phelps & Phillips
18 LLP, 2049 Century Park East, Suite 1700, Los Angeles, California 90049 and via
19 email at asatenberg@manatt.com.

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

22 **XVII. COUNTERPARTS AND FACSIMILE SIGNATURES**

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

25 ///

26 ///

27 All parties, through the undersigned, respectfully apply for and consent to


1 the entry of this Decree as an Order of this Court.

2 U.S. EQUAL EMPLOYMENT
3 OPPORTUNITY COMMISSION

4
5 Dated: November 25, 2020

6 By: 
7 Anna Y. Park, Regional Attorney
8 Attorney for Plaintiff EEOC

9 Dated: November 25, 2020

10 By: 
11 Andrew L. Satenberg
12 Attorney for Del Taco, LLC

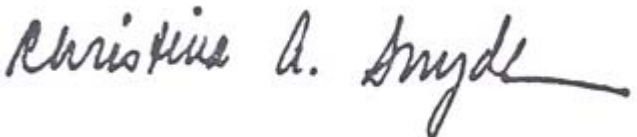
13 Dated: November 25, 2020

14 By: 
15 Jack Tang
16 General Counsel for Del Taco, LLC
17 Del Taco, LLC

18 The provisions of the foregoing Consent Decree are hereby approved and
19 compliance with all provisions thereof is HEREBY ORDERED. The Court
20 hereby retains jurisdiction over this Consent Decree until its termination, as
21 determined by this Court.

22 IT IS SO ORDERED.

23 Date: November 30, 2020

24 
25 _____
26 The Honorable Christina S. Snyder
27 United States District Court Judge



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Los Angeles District Office**

255 E. Temple Street, 4th Floor
Los Angeles, CA 90012
(213) 894-1000
TTY (213) 894-1121
FAX (213) 894-1118

NOTICE OF SETTLEMENT AND CONSENT DECREE

TO: ALL EMPLOYEES OF DEL TACO, LLC

The U.S. Equal Employment Opportunity Commission (“EEOC”) filed a lawsuit in the United States District Court for the Central District of California against Del Taco, LLC, Case Number 5:18-cv-1978 CAS (SPX). EEOC filed this lawsuit alleging that employees were subjected to a sexually hostile work environment, and/ or subjected to retaliation for opposing the hostile work environment. Del Taco, LLC settled the case by entering into a “Consent Decree” with EEOC and paying \$1.25 million in monetary relief to victims identified by the EEOC. Del Taco has further agreed to various injunctive remedies such as revising policies and procedures regarding sexual harassment prevention, training employees regarding sexual harassment, creating a system for tracking complaints, and providing EEOC with periodic reports.

Under the Consent Decree, employees are being given notice that any violations of Del Taco, LLC’s policies against harassment and discrimination will be thoroughly investigated. Individuals found to have violated that policy will be subject to discipline up to and including termination of employment. All employees will undergo training to recognize and prevent unlawful sexual harassment and retaliation towards employees.

Del Taco will appoint an Equal Employment Opportunity Monitor (“EEO Monitor”) to ensure Del Taco’s compliance with the Decree, to oversee investigation and resolution of all reports of sexual harassment and retaliation, and to ensure equal opportunity for all employees. If any employee has information regarding harassment or retaliation, she or he may report it directly to the EEO Monitor.

Federal law prohibits harassment or discrimination against any employee or applicant for employment because of a person’s age, disability, race, sex, color, religion or national origin, with respect to hiring, compensation, promotions, discharge, terms and conditions or privileges of employment. Federal law also prohibits retaliation for those who oppose or resist harassment or discrimination or participate in investigations regarding complaints of discrimination.

Del Taco, LLC is committed to complying with federal anti-discrimination laws in all respects. Sex harassment or discrimination will not be tolerated. Any employee who files a complaint or formal charge of discrimination, gives testimony or assistance, or participation in any manner in any investigation will be protected from retaliation.

If you believe that you have been sexually harassed, discriminated against because of your sex, national origin, age, race, color, religion, or disability, you may follow Del Taco, LLC’s procedures and/or you may seek assistance from:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
255 East Temple Street, 4th Floor
Los Angeles, CA 90012
TELEPHONE NUMBER: (213) 894-1000