

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
West Palm Beach Division

CASE NO. 07-80894-CIV-RYSKAMP/VITUNAC

UNITED STATES EQUAL EMPLOYMENT	)
OPPORTUNITY COMMISSION,	)
	)
Plaintiff,	)
	)
v.	)
	)
NORDSTROM, INC.,	)
	)
Defendant.	)
_____	/

**CONSENT DECREE**

**I. THE LITIGATION**

1. This Consent Decree ("Decree") is made and entered into by and between Plaintiff, the Equal Employment Opportunity Commission ("Commission" or "EEOC") and Nordstrom, Inc. ("Nordstrom" or "Defendant"). The Commission and Defendant are collectively referred to as the "Parties" throughout this Decree.

2. EEOC filed this action alleging Nordstrom violated Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 ("Title VII") when it discriminated against Charging Party Gloria Pimentel and other similarly situated individuals by subjecting them to harassment based on national origin, race, and color. Nordstrom expressly denies any wrongdoing or violation of the law, including but not limited to Title VII.

3. In the interest of resolving this matter and as a result of having engaged in comprehensive settlement negotiations, the parties have agreed that this action should be finally resolved by entry of this Decree. This Decree resolves claims filed by EEOC in this action

arising from the Charge of Discrimination, EEOC Charge No. 510-2007-000861, filed by Gloria Pimentel against Nordstrom except that this Decree does not resolve any claim that Manjit Wallace may have related to her termination from Nordstrom on January 6, 2009. The Parties further agree that this Decree does not resolve any future or pending Charges of Discrimination.

## **II. FINDINGS**

4. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds the following:

a. This Court has jurisdiction of the subject matter of this action and of the parties.

b. No party shall contest the jurisdiction of this Federal Court to enforce this Decree and its terms or the right of EEOC to bring an enforcement suit upon alleged breach of any term(s) of this Decree.

c. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, and officers, successors and assigns of Nordstrom.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

## **III. MONETARY RELIEF**

5. Within ten (10) business days from the date the Court enters this Decree, Defendant shall pay an aggregate of the gross amount of TWO HUNDRED NINETY-TWO THOUSAND AND FIVE HUNDRED DOLLARS (\$292,500.00) (less appropriate withholding and statutory deductions)<sup>1</sup> to resolve this litigation, to be paid as follows:

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<sup>1</sup> Nordstrom will issue payments and timely IRS forms to Claimants as set forth in Exhibit B, which reflects the parties' agreement as to the allocation of payments as wages and/or compensatory damages.

Gloria Pimentel	\$ 120,000.00
Aurina Samayoa	\$ 22,500.00
Julieta Rodriguez	\$ 22,500.00
Angel Novoa	\$ 22,500.00
Sara Dominguez	\$ 22,500.00
Francia Alava	\$ 22,500.00
Mercilese Gene	\$ 22,500.00
Edwin Jean Baptiste	\$ 22,500.00
Clinton Edwards	\$ 7,500.00
Patrick Flemming	\$ 7,500.00

6. Defendant shall mail all payments described in paragraph 5 by Certified Mail

(Return-Receipt) to the following addresses:

Gloria Pimentel  
6361 Adriatic Way  
West Palm Beach, Florida 33413

Julieta Rodriguez  
12670 179<sup>th</sup> Court  
North Jupiter, Florida 33478

Aurina Samayoa  
457 Franconia Circle  
Lake Worth, Florida 33467

Angel Novoa  
122 Buttonwood Circle  
Boynton Beach, Florida 33436

Sara Dominquez  
45 SE 13<sup>th</sup> Street, Apt. B2  
Boca Raton, Florida 33432

Francia Alava  
121 N Regulator Drive  
Cambridge, Maryland 21613

Mercilese Gene  
10072 Boynton Place Circle  
Boynton Beach, Florida 33437

Edwin Jean Baptiste  
11 N.E. 21<sup>st</sup> Street  
Pompano Beach, Florida 33060

Clinton Edwards  
3636 Whitehall Drive Apt. 102  
West Palm Beach, Florida 33401

Patrick Flemming  
7281 Willow Spring Circle  
Boynton Beach, Florida 33436

Copies of all payments shall be forwarded to the attention of Jimmy Edwards, Trial Attorney, U.S. Equal Employment Opportunity Commission, Miami District Office, One Biscayne Tower, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131 within five (5) calendar days of issuance.

7. If Defendant fails to tender the payments described in paragraph 5 above, then Defendant shall pay interest on the defaulted payment at the rate calculated pursuant to 26 U.S.C. Section 6621(b) until the same is paid, and bear any additional costs incurred by the non-compliance or delay of the Defendant.

**IV. DISTRIBUTION OF POLICY AGAINST  
DISCRIMINATION BASED ON NATIONAL ORIGIN, RACE, AND COLOR**

8. Nordstrom shall disseminate its written policy prohibiting discrimination ("Policy") to all its employees in the Wellington and Palm Beach stores within forty five (45) calendar days after the entry of this Consent Decree. The Policy does, and shall continue to,

clearly define conduct prohibited by Title VII. Specifically, the Policy does, and shall continue to, prohibit all forms of national origin, race, and color discrimination.

The Policy does, and shall continue to, state that employees who make discrimination complaints, seek information about making such a complaint, or provide information related to such complaints will be protected against retaliation. The Policy does, and shall continue to, state that Defendant will take immediate and appropriate corrective action if and when it determines that discrimination has occurred and that employees who violate the policy are subject to discipline up to and including discharge.

9. A copy of the Policy referenced in paragraph 8 shall be forwarded to EEOC within thirty (30) calendar days of entry of this Consent Decree. This and any other submissions, reports, certifications, notices, or other materials that are required to be submitted to EEOC shall be mailed to: Jimmy Edwards, Trial Attorney, U. S. Equal Employment Opportunity Commission, Miami District Office, One Biscayne Tower, 2 South Biscayne Blvd., Suite 2700, Miami, Florida 33131.

10. The Policy shall continue to be included in any relevant policy or employee manuals kept by Defendant's business. The Policy shall also continue to be kept and maintained in a conspicuous and accessible place for all employees at all of Defendant's facilities and printed in a font that is easily legible. The Policy shall be kept and maintained in an area that is accessible to all workers.

11. A copy of the Policy shall be distributed to each new regular full-time, part-time, or temporary employee (excluding one-time hires) within ten (10) days of the hire date. Human Resources will be advised that a duplicate copy of the Policy shall be given to any employee who requests it. Attendance sheets shall continue to be maintained at new hire orientations. If a new

employee advises Human Resources prior to the training that they do not communicate in English, Defendant shall use its best efforts to obtain an interpreter to ensure that the new employee has reviewed the Policy in his or her native language.

#### **V. TRAINING**

12. During each of the two (2) years covered by this Decree, Defendant shall provide training to all Nordstrom employees at the Wellington and Palm Beach Gardens stores, including all management personnel, on all equal employment opportunity laws and the Policy. The training shall be conducted by a manager or director in the Diversity Division, who shall not be one of the witnesses identified as a witness at trial in this litigation. These trainings shall be conducted separately from other job-related training and/or business-wide meetings and the training session/s shall be dedicated solely to all equal employment opportunity laws and Defendant's Policy. Nordstrom agrees to provide diversity training to its managerial employees in the Wellington and Palm Beach Gardens stores twice annually during the two (2) year period and once annually for the nonmanagerial employees. Defendant agrees that EEOC shall, at EEOC's discretion, be in attendance at each training session.

The first training shall take place within one hundred and twenty (120) calendar days of entry of this Decree. If Nordstrom is advised that an interpreter is needed at the trainings, it will provide one.

13. Defendant agrees to provide EEOC with written notice of each training session, including the location of the training, and provide any and all copies of pamphlets, brochures, outlines, or other written materials to be provided to the participants of the training sessions, no later than fifteen (15) days before each session.

14. Within ten (10) calendar days of the completion of training, Defendant shall notify EEOC of the dates the training was conducted, the name and title of the person(s) who conducted the training, the name and job title of any interpreter(s) used for the training, and the attendance sheet for each training.

#### **VI. POSTING OF NOTICE**

15. Within ten (10) business days after entry of this Decree, Defendant shall post eleven (11) inches by fourteen (14) inches laminated copies of the Notice attached as Exhibit A to this Decree at the Wellington and Palm Beach Gardens stores in a conspicuous location easily accessible to and commonly frequented by employees of Defendant. The Notice shall be posted in English, Spanish, and Creole. The Notices shall remain posted for two (2) years from the date of entry of this Decree. Defendant shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Defendant shall certify to EEOC in writing within fifteen (15) business days after entry of the Decree that the Notices have been properly posted.

#### **VII. MONITORING AND REPORTING**

16. Defendant shall furnish to EEOC the following written reports twice annually for a period of two (2) years following entry of this Decree. The first report shall be due six (6) months after entry of the Decree. Each such report shall contain:

a. A description of each complaint of discrimination based upon race, color and/or national origin made in the Wellington or Palm Beach Gardens stores, including the names, addresses and current telephone numbers of the complaining parties and any witnesses identified by the complaining party, and the resolution of such complaint.

b. A description of any and all action Defendant took in response to each complaint and any written statements obtained or provided by the person bringing the complaint and any witnesses.

c. Defendant agrees that it will not discourage employees from participating in any interviews with the EEOC.

d. A certification by Defendant that the Notice required to be posted remained posted during the entire six (6) month period preceding the report.

17. Nothing contained in this Decree shall be construed to limit any obligation Defendant may otherwise have to maintain records under Title VII of the Civil Rights Act of 1964 or any other law or regulation.

#### **VIII. DISPUTE RESOLUTION**

18. The parties have the right to seek Court intervention to enforce the provisions of the Decree. Additionally, no party shall contest the Court's jurisdiction to hear a dispute arising from the Decree nor challenge EEOC's ability to bring an action to enforce the terms of the Decree in this Court.

#### **IX. DURATION OF THE DECREE AND RETENTION OF JURISDICTION**

19. The parties will enter into a Joint Stipulation of Dismissal With Prejudice of the litigation. The stipulation will state that the court retains jurisdiction for the purpose of enforcing the Consent Decree.

20. All provisions of this Decree shall be in effect for a period of two (2) years immediately following entry of the Decree.

21. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.



For U.S. Equal Employment Opportunity  
Commission:



NORA E. CURTIN  
Regional Attorney  
United States Equal Employment  
Opportunity Commission  
Miami District Tower  
2 South Biscayne Blvd., Suite 2700  
Miami, FL 33131  
Telephone : (305) 808-1790  
Facsimile: (305) 808-1835

For Defendant:



ELIZABETH P. JOHNSON  
Florida Bar No. 920990  
MICHAEL L. ELKINS  
Florida Bar No. 53781  
Espirito Santo Plaza  
1395 Brickell Avenue  
14th Floor  
Miami, Florida 33131  
Telephone: (305) 789-9200  
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MARIA KATE BOEHRINGER  
Supervisory Trial Attorney  
United States Equal Employment  
Opportunity Commission  
Miami District Tower  
2 South Biscayne Blvd., Suite 2700  
Miami, FL 33131  
Telephone : (305) 808-1790  
Facsimile: (305) 808-1835

DATED: \_\_\_\_\_

ENTERED:

\_\_\_\_\_  
THE HONORABLE KENNETH RYSKAMP  
UNITED STATES DISTRICT COURT JUDGE

**EXHIBIT A**

**NOTICE TO ALL NORDSTROM EMPLOYEES AT THE WELLINGTON  
AND PALM BEACH GARDENS STORES  
POSTED PURSUANT TO CONSENT DECREE**

This Notice is being posted pursuant to a Consent Decree entered by the United States District Court in EEOC v. Nordstrom, Inc., Civil Action No. 07-80894-civ-RYSKAMP/VITUNAC. In the lawsuit, EEOC alleged that Nordstrom discriminated against employees by subjecting them to harassment based on race, national origin, and color. Under the terms of the Consent Decree Nordstrom made a monetary payment and agreed to continue to enforce its policy that prohibits discrimination against employees. Title VII of the Civil Rights Act of 1964 protects individuals from employment discrimination based on race, national origin, color, and religion. Nordstrom does not condone employment discrimination of any kind as set forth in federal anti-discrimination laws, including, but not limited to discrimination based on race, national origin, and color.

Nordstrom reaffirms its open door policy and assures its employees that it supports Title VII and will not take any action against an individual because he/she has exercised his/her rights under the law to oppose discriminatory acts or to file charges with EEOC. Appropriate corrective action, up to and including termination, based upon the circumstances involved, shall be taken against any employee (including management personnel) found to have violated the Nordstrom policy prohibiting discrimination.

EEOC enforces the federal laws against discrimination in employment on the basis of disability, race, color, religion, national origin, sex, and age. If you believe you have been discriminated against, you may contact EEOC at (305) 808-1740. EEOC charges no fees and has employees who speak languages other than English.

This Notice must remain posted for two (2) years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to: Nordstrom Settlement, c/o Trial Attorney Jimmy Edwards, EEOC, Miami District Office, One Biscayne Tower, 2 South Biscayne Blvd., Suite 2700, Miami, Florida 33131.

Dated:

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[INSERT NAME]  
Nordstrom, Inc.

**EXHIBIT B**  
**ALLOCATION OF PAYMENTS AS WAGES AND/OR COMPENSATORY DAMAGES**

1. The gross payment of \$120,000.00 to Gloria Pimentel represents \$10,000.00 in back wages and \$110,000.00 in non-economic compensatory damages. NORDSTROM shall issue Pimentel one check for the gross amount of \$10,000.00, representing back wages, and shall issue Pimentel an IRS form W2 for \$10,000.00, less required withholdings. NORDSTROM shall issue Pimentel a second check for \$110,000.00, representing compensatory damages, shall issue Pimentel an IRS form 1099 for \$110,000.00, and shall not withhold anything from such amount.
2. The gross payment of \$22,500.00 to Aurina Samayoa represents non-economic compensatory damages. NORDSTROM shall issue Samayoa one check for \$22,500.00, representing compensatory damages, shall issue Samayoa an IRS form 1099 for \$22,500.00, and shall not withhold anything from such amount.
3. The gross payment of \$22,500.00 to Julieta Rodriguez represents non-economic compensatory damages. NORDSTROM shall issue Rodriguez one check for \$22,500.00, representing compensatory damages, shall issue Rodriguez an IRS form 1099 for \$22,500.00, and shall not withhold anything from such amount.
4. The gross payment of \$22,500.00 to Angel Novoa represents non-economic compensatory damages. NORDSTROM shall issue Novoa one check for \$22,500.00, representing compensatory damages, shall issue Novoa an IRS form 1099 for \$22,500.00, and shall not withhold anything from such amount.
5. The gross payment of \$22,500.00 to Sara Dominguez represents non-economic compensatory damages. NORDSTROM shall issue Dominguez one check for \$22,500.00, representing compensatory damages, shall issue Dominguez an IRS form 1099 for \$22,500.00, and shall not withhold anything from such amount.
6. The gross payment of \$22,500.00 to Francia Alava represents non-economic compensatory damages. NORDSTROM shall issue Alava one check for \$22,500.00, representing compensatory damages, shall issue Alava an IRS form 1099 for \$22,500.00, and shall not withhold anything from such amount.
7. The gross payment of \$22,500.00 to Mercilese Gene represents non-economic compensatory damages. NORDSTROM shall issue Gene one check for \$22,500.00, representing compensatory damages, shall issue Gene an IRS form 1099 for \$22,500.00, and shall not withhold anything from such amount.
8. The gross payment of \$22,500.00 to Edwin Jean Baptiste represents non-economic compensatory damages. NORDSTROM shall issue Baptiste one check for \$22,500.00, representing compensatory damages, shall issue Baptiste an IRS form 1099 for \$22,500.00, and shall not withhold anything from such amount.

9. The gross payment of \$7,500.00 to Clinton Edwards represents non-economic compensatory damages. NORDSTROM shall issue Edwards one check for \$7,500.00, representing compensatory damages, shall issue Edwards an IRS form 1099 for \$7,500.00, and shall not withhold anything from such amount.

10. The gross payment of \$7,500.00 to Patrick Flemming represents non-economic compensatory damages. NORDSTROM shall issue Flemming one check for \$7,500.00, representing compensatory damages, shall issue Flemming an IRS form 1099 for that \$7,500.00, and shall not withhold anything from such amount.