

**ATTORNEY GENERAL OF THE STATE OF NEW YORK
CIVIL RIGHTS BUREAU**

In the Matter of:

THE INVESTIGATION BY ERIC T. SCHNEIDERMAN,
ATTORNEY GENERAL OF THE STATE OF NEW YORK,
OF

INTERNATIONAL ALLIANCE OF THEATRICAL AND
STAGE EMPLOYEES, LOCAL 52

AOD No. 14-054

**ASSURANCE OF
DISCONTINUANCE
PURSUANT TO
EXECUTIVE LAW
63(15)**

In August 2012, the Office of the Attorney General of the State of New York (“OAG”) began to investigate, pursuant to the provisions of Section 63(12) of the New York State Executive Law, the International Alliance of Theatrical and Stage Employees, Local 52 (“Local 52” or “Local”), a labor organization headquartered in New York City. The investigation sought to determine whether Local 52 discriminated against qualified African-American and Latino applicants by failing to provide them an equal opportunity to gain admission to the Local. The investigation also sought to determine whether the Local’s adoption and maintenance of certain admissions policies had a discriminatory effect upon African-American and Latino applicants.

The OAG’s investigation found that Local 52’s admissions policies have a discriminatory effect upon African-American and Latino applicants. This Assurance of Discontinuance contains the OAG’s findings in connection with its investigation and the resolution agreed to by the OAG and Local 52.

I.
DEFINITIONS

1. As used throughout this Assurance of Discontinuance, the terms set forth below shall mean as follows:
 - a. "Assurance" means this Assurance of Discontinuance.
 - b. "Complainants" means those African-American and/or Latino individuals who have complained to the OAG concerning their application, and rejection from admission, to Local 52 as of the Effective Date.
 - c. "Effective Date" means the date this Assurance is executed by the OAG.
 - d. "Local 52" or "Local" means the International Alliance of Theatrical and Stage Employees, Local 52, and its officers, Executive Board members, employees, and agents.
 - e. "New York City Human Rights Law" means New York Administrative Code §8-101, *et seq.*
 - f. "New York State Human Rights Law" means New York Executive Law §296, *et seq.*
 - g. "OAG" means Office of the Attorney General of the State of New York.
 - h. "Parties" means OAG and Local 52.
 - i. "Title VII" means Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*

II.
FINDINGS

2. Local 52 is a labor organization that represents employees working in the film and television production industry. Local 52 is headquartered in New York City, and

its jurisdiction covers the five states of New York, New Jersey, Connecticut, Delaware, and Pennsylvania, with the exception of a fifty-mile radius around the city of Pittsburgh.

3. Local 52's current active membership includes over 3,500 individuals, the vast majority of whom reside and work in the New York City metropolitan area. The Local's membership is divided into departments, or "crafts," corresponding to various functions on film and television sets, including property, grip, electrical, and video.
4. After receiving complaints from African-American and Latino applicants concerning Local 52's admissions process, the OAG conducted an investigation from August 2012 through January 2014, in order to determine whether Local 52 discriminated against African-American and Latino applicants in admissions. The OAG's investigation included reviewing documents; taking sworn testimony of Local 52 Executive Board members and officers; data analyses; and interviewing and taking statements from multiple complainants and witnesses.
5. The OAG found significant disparities between, on the one hand, African-American and Latino representation in the Local's membership and, on the other hand, the representation of these minority groups in the available labor pool in the New York City metropolitan area.
6. The OAG further found that, since at least as early as 2009 and continuing to the present, Local 52's admissions policies have a disparate impact upon African-American and Latino applicants. These include a policy of nepotism; the inconsistent application of rules concerning the prior work experience of

applicants (*e.g.*, the “800-hour rule”); the content and administration of craft examinations; and the general membership vote.

7. The OAG found that Local 52 follows a policy of nepotism in its admissions process—that is, a preference for friends and family (*e.g.*, the sons and daughters) of current members in admissions decisions. Because African-Americans and Latinos are significantly underrepresented in Local 52’s membership, this policy of nepotism results in the exclusion of African-American and Latino applicants during each Local admissions cycle.
8. The OAG found that Local 52 did not make any meaningful efforts to recruit African-American or Latinos into its applicant pool or membership.
9. Membership in Local 52 confers significant professional and economic benefits. Although applicants to Local 52 may work on jobs under Local contracts on a temporary or “permit” basis, the OAG found that Local 52 members obtain significantly more film and television production jobs, on a more consistent basis, than non-member applicants.

III. PROSPECTIVE RELIEF

WHEREAS, Local 52 is subject to federal, state, and local laws governing unlawful employment practices, including Title VII, the New York State Human Rights Law, and the New York City Human Rights Law, which prohibit labor organizations from discriminating on the basis of race, color, ethnicity, national origin, or any other legally protected characteristic in their admissions and membership policies;

WHEREAS, New York State Executive Law § 63(12) prohibits repeated or persistent illegal acts in the transaction of business;

WHEREAS, Local 52 neither admits nor denies the OAG's findings set forth in Paragraphs 2 – 9;

WHEREAS, Local 52 is committed to undertaking steps necessary to ensure that all individuals applying for membership in Local 52 receive equal treatment regardless of their race, color, ethnicity, national origin, or any other legally protected characteristic;

WHEREAS, Local 52 has cooperated fully with the OAG's investigation of this matter, and enters this settlement solely for the purpose of avoiding the expense and inconvenience of further investigation and potential litigation;

WHEREAS, the OAG is willing to accept the terms of this Assurance pursuant to New York State Executive Law § 63(15) and to discontinue its investigation of Local 52;

IT IS HEREBY UNDERSTOOD AND AGREED, by and between Local 52 and the OAG as follows:

**A.
General Injunction**

10. Local 52 shall comply fully with the obligations and conditions of Title VII, the New York State Human Rights Law, and the New York City Human Rights Law.
11. Within fifteen (15) days of the Effective Date, Local 52 shall provide a copy of this Assurance to all Local officers, Executive Board members, employees, and all other individuals involved with the Local's admissions process, who will acknowledge in writing that they have received the Assurance, using the acknowledgement form annexed hereto as Exhibit 1.

**B.
Human Resources Director**

12. Within ninety (90) days of the Effective Date, Local 52 shall hire a Human Resources Director with a background in labor relations; equal employment

opportunity ("EEO") best practices; and admissions, hiring, and employee selection processes. Prior to making an offer to any candidate, Local 52 shall submit the candidate's resume to the OAG for approval, which shall not be unreasonably withheld. The position of Human Resources Director shall be a full-time, salaried position. The Human Resources Director shall report to Local 52's President.

13. Local 52's Human Resources Director shall have primary responsibility for the Local's implementation of, and compliance with, the following obligations as set forth in this Assurance: EEO and anti-harassment/discrimination policies; applicant complaints and complaint investigation; diversity training obligations; revision of the Local's admissions process; applicant tracking and membership survey obligations; and recordkeeping. The Human Resources Director shall also have responsibility for other duties that Local 52 deems appropriate for the typical functions of such a professional.

**C.
EEO Policies; Complaint Procedures**

14. Local 52 shall adopt the written EEO and anti-harassment/discrimination policies annexed hereto as Exhibit 2 (the "EEO Policies").
15. Within fourteen (14) days of the Effective Date, Local 52 shall distribute the EEO Policies to all officers, Executive Board members, employees, and current Local members, accompanied by a statement from the Local's President expressing the Local's commitment to equal employment opportunity.

16. All Local 52 officers, Executive Board members, and employees shall acknowledge in writing that they have received and read the EEO Policies, using the acknowledgement form annexed hereto as Exhibit 3.
17. Local 52 shall also provide all new members with a copy of the EEO Policies and the President's statement within seven (7) days of their admission to the Local.
18. Local 52 shall timely review and investigate complaints regarding alleged discrimination or harassment based on race, color, ethnicity, national origin, or any other legally protected characteristic, and take appropriate corrective action to resolve such complaints, in accordance with the terms of the EEO Policies, the terms of this Assurance, and applicable law. Local 52 shall maintain all records concerning each complaint, including materials about the investigation and resolution of the complaint.
19. Local 52 shall ensure the confidentiality of those individuals making complaints of discrimination and harassment, as well as the substance of those complaints, to the fullest extent possible.

D.
Diversity Consultant & Training

20. Within sixty (60) days of the Effective Date and at its own expense, Local 52 shall retain a third-party consultant ("Diversity Consultant") to assist Local 52 in the development and initial implementation of EEO and anti-harassment/anti-discrimination training protocols, and to assist the Local in conducting targeted recruitment to diversify its applicant pool and membership. The Diversity Consultant shall have experience in diversity training and recruitment initiatives.

Prior to retaining a Diversity Consultant, Local 52 shall submit the consultant's resume to the OAG for approval, which shall not be unreasonably withheld.

21. Within thirty (30) days of retention of the Diversity Consultant, Local 52 shall develop and submit for OAG approval (which shall not unreasonably be withheld) two EEO and anti-harassment/discrimination training protocols created in consultation with the Diversity Consultant: one protocol for Local 52 members; and another for Local 52 officers, Executive Board members, and employees or other individuals involved in the admissions process.
22. Within sixty (60) days of OAG approval of the protocols described in paragraph 21, the Diversity Consultant shall hold a mandatory, in-person training for all Local 52 officers, Executive Board members, the Human Resources Director, and other employees or individuals to the extent they are involved in the admissions process. Such training shall cover discriminatory conduct and disparate treatment of minorities in selection decisions, including, but not limited to, admissions, hiring, and referrals. At least annually thereafter, the Local shall hold the same mandatory, in-person training for all Local 52 officers, Executive Board members, and other employees or individuals, to the extent they are involved in the admissions process, which training may be conducted by the Human Resources Director.
23. In conjunction with, or as a part of, the first general membership meeting following the Effective Date, the Human Resources Director shall offer an in-person or on-line training for all current members based upon the member protocol described in Paragraph 21. Local 52's President and/or Executive Board

shall make reasonable efforts to encourage attendance or participation by existing members at such training.

24. Following each admissions cycle after the Effective Date, the Human Resources Director shall hold a mandatory, in-person training for all successful applicants offered admission. Local 52 shall not permit successful applicants to obtain full membership until they have attended such training. Using reasonable methods, Local 52 shall also communicate to existing members that such training sessions are open to existing members as well.
25. For the duration of this Assurance, the Human Resources Director shall maintain attendance records for all training sessions set forth in this Section III.D.

**E.
Recruiting**

26. Within thirty (30) days of the Effective Date, Local 52 shall appoint no less than one Executive Board member and no less than four additional members of Local 52 to a Recruiting and Diversity Committee. Members of this Committee shall meet no less than quarterly and shall have primary responsibility for the Local's recruiting efforts aimed at increasing minority representation in the Local's applicant pool.
27. Within ninety (90) days of the Effective Date, Local 52, through the Diversity Consultant and Recruiting and Diversity Committee, shall develop and submit for OAG review and approval (which shall not unreasonably be withheld) a Diversity Recruitment Plan designed to reach potential African-American and Latino candidates.

28. The Diversity Recruitment Plan will be subject to future good faith discussion with, and approval by, the OAG, and shall include, at minimum:
- a. Partnerships with local educational institutions;
 - b. Partnerships with community organizations and non-profit organizations;
 - c. Educational programs in which Local 52 members teach courses and/or mentor individuals in skills needed for participation in the film/television production industry and for obtaining membership in the Local.
29. As part of the Diversity Recruitment Plan, the Local shall maintain documentation of its diversity recruitment efforts and assess the results of its efforts in reports written after each Local admissions cycle. These reports shall be produced to the OAG pursuant to the reporting obligations set forth in Paragraph 44 of this Assurance. To evaluate the effectiveness of the Local's diversity recruiting efforts, Local 52 shall solicit information as to how each applicant learned of or was referred to the Local. Using this information, Local 52 shall determine and track how many applicants were referred to the Local by these recruitment sources, and how many were ultimately selected for membership.

F.

Admissions Process

30. In order to provide time for compliance with the terms of this Assurance, Local 52 shall suspend its second admissions cycle for 2014.
31. Within ninety (90) days of the Effective Date, Local 52 shall develop and submit written guidelines for its admissions process ("Guidelines") to the OAG for approval, which shall not be unreasonably withheld. The Guidelines shall include a statement that discrimination in the admissions process is prohibited, as well as

written instructions regarding the duties of all individuals involved in that process on behalf of the Local, and how and by whom each Application Procedure must be executed.

- a. The Guidelines shall contain a mechanism by which unsuccessful applicants may obtain feedback from craft heads or other Local Executive Board members concerning the reason for the applicants' rejection.
- b. The Guidelines shall be designed to identify qualified individuals for membership in Local 52 and shall include position descriptions for each craft represented by Local 52, setting forth essential skills and qualifications for each position.

32. Within ninety (90) days of the Effective Date, Local 52 shall develop and submit written application requirements and procedures for applicants ("Application Procedures") to the OAG for approval of all elements of such Procedures. The OAG's approval shall not be unreasonably withheld. The Application Procedures shall be designed to ensure applicants are evaluated based upon their qualifications and abilities, and must be applied in a consistent and non-discriminatory fashion to all applicants, including to the friends and families of existing Local members.

- a. To the extent Local 52 requires evidence of prior work experience in a craft covered by the Local, the Application Procedures shall specify:
 - (i) the quantity and quality of experience required of an applicant;
 - (ii) all forms of work experience that qualify for such requirement; and
 - (iii) the proof necessary to demonstrate such work was completed by an applicant.

- b. To the extent Local 52 requires examinations of any kind, the Application Procedures shall:
 - i. Require that all such examinations test for job-related skills and have been validated by professional testing consultants, testing experts, and/or industry experts neither employed by nor members of Local 52; and
 - ii. Include new procedures for the grading and administering of examinations.
 - c. Local 52 shall eliminate the general membership voting requirement for admission into the Local.
33. Within fourteen (14) days of the OAG's approval of the Application Procedures, Local 52 shall immediately post the Application Procedures to its website along with a statement that the Local is committed to diversity and equal employment opportunity. Local 52 shall also immediately post the Application Procedures and EEO/diversity statement in a conspicuous location easily accessible to and commonly frequented by applicants for membership at each and every Local 52 facility used for any purpose in the Local's admissions process. The Application Procedures shall remain posted for the duration of this Assurance, and Local 52 shall ensure that the Application Procedures are not altered, defaced, or covered by any other material.
34. Local 52's application packet, which shall include an application form, a voluntary self-identification form (pursuant to Paragraph 37), and a referral

source form (pursuant to Paragraph 29), shall also contain a statement that the Local is committed to equal employment opportunity.

35. During the term of this Assurance, Local 52 shall not alter any of its Guidelines or Application Procedures without prior written approval by the OAG, which shall not be unreasonably withheld.

**G.
Recordkeeping**

36. Within ninety (90) days of the Effective Date, Local 52 shall adopt and implement an electronic applicant tracking database for the purpose of recording each applicant's name; initial and subsequent application dates; race, gender, and ethnicity; position/craft department applied for; disposition of application; specific reason for rejection; stage of the Application Procedures at which applicant was rejected/fell out of the process; referral source; and each individual involved in the review of each application.
37. At the next admissions cycle following the Effective Date, and for all subsequent admissions cycles, Local 52 shall solicit race, ethnicity, and gender information from applicants by providing each applicant a voluntary self-identification form ("Applicant Self-ID Form"), annexed hereto as Exhibit 5. Completed Applicant Self-ID Forms shall be maintained by the Human Resources Director, kept separate from applicants' other application materials, and shall not be provided to any individual who makes or has input into decisions regarding whether an application will be accepted or rejected.

38. Local 52 shall also provide newly admitted members a copy of a voluntary self-identification form ("Member Self-ID Form"), also annexed hereto as Exhibit 5, within seven (7) days of being admitted to the Local.
39. For each year during the term of this Assurance, when Local 52 sends existing members notice of the next general membership meeting, the Local shall include with that mailing a copy of the Member Self-ID Form. Local 52 shall note that completion of the form is voluntary, provide instructions for returning completed forms, and request a return date of thirty (30) days from the date of mailing. Upon receipt of returned Member Self-ID Forms, the Local shall update its member database with the information provided by members.
40. Within ninety (90) days of the Effective Date, Local 52 shall implement a centralized electronic mail solution for use in conducting any and all Local business, including business related to the Local's admissions process and all communications between Local officers, Executive Board members, and employees concerning any aspect of that process. At the discretion of the Local, such email solution may either be a locally-stored server solution (*e.g.*, Exchange server) or may be stored remotely so long as all email contained in any Local 52-maintained email account is accessible to, and within the control of, the Local. Each Local officer, Executive Board member, and employee shall be issued an email account by the Local for such use.
41. For the duration of this Assurance, Local 52 shall maintain and make available for inspection and copying by the OAG the following records:
 - a. All applications for admission to the Local and applicant files;

- b. All Applicant and Member Self-ID Forms;
- c. All notes, forms, lists, data, emails, communications, correspondence, or other documents concerning the review of applicants by any Local board member or agent, the admission of any applicant to membership, or relating to any Application Procedure adopted by Local 52.
- d. An electronic database containing for each member: the name, mailing address, email address, telephone number, membership date, department affiliation, and, to the extent self-identified, race, national origin, and sex.
- e. The applicant tracking database, as set forth in Paragraph 36.
- f. Documents related to complaints made by applicants, Local members, or Local employees, as set forth in Paragraph 18.
- g. Documents related to Local 52's diversity recruiting efforts, as set forth in Paragraph 29.

H.
Posting of Notice

42. Within fourteen (14) days of the Effective Date, Local 52 shall post a same-sized copy of the Notice annexed as Exhibit 4 to this Assurance in a conspicuous location easily accessible to and commonly frequented by applicants for membership at every Local 52 facility used for any purpose in the Local's admissions process. The Notice shall remain posted for the duration of this Assurance. Local 52 shall ensure that the Notice is not altered, defaced, or covered by any other material.

IV.
MONITORING & REPORTING

43. For the duration of this Assurance, Local 52 agrees to provide the OAG access to conduct interviews of Local 52 officers, Executive Board members, and employees; conduct site visits; and review all documents and records required to be kept by the Local that are necessary to determine whether the Local has complied with the terms of this Assurance. Local 52 agrees to not unreasonably deny access to any such witnesses, locations, or documents. Local 52 shall make the Human Resources Director available to the OAG upon request, in order to discuss, *e.g.*, the Human Resources Director's compliance performance; the Application Procedures; admissions cycles; the Local's recruiting efforts aimed at African-Americans and Latinos; and the receipt and investigation of complaints.
44. Within thirty (30) days of the completion of each admissions cycle, Local 52 shall provide a report to the OAG setting forth the following information:
- a. The total number of applicants (by craft), broken down by self-identified race, color, ethnicity, and/or sex, who applied to become members of Local 52 during that application cycle.
 - b. The total number of admitted members (by craft), broken down by self-identified race, color, ethnicity, and/or sex, accepted as members of Local 52 during that application cycle.
 - c. Any complaints regarding the application process made by any applicant to Local 52, its Executive Board, employees, or any other agents.
 - d. Documentation of Local 52's efforts pursuant to the Diversity Recruitment Plan, as set forth in Paragraph 29.

- e. For the preceding year, a list of all new individuals admitted to Local 52 by any means other than through completing the Application Procedures approved by the OAG (*e.g.*, organization of a non-union “shop” or “production”).
45. Upon request, Local 52 shall provide to the OAG copies of the Local’s applicant tracking log and membership databases for purposes including, but not limited to:
- a. Conducting adverse impact analyses concerning the Local’s selection of African-American and Latino applicants for a given admissions cycle; and
 - b. Conducting utilization analyses to determine whether the Local’s representation of minority members is equivalent to the representation of those groups within relevant occupations in the regional labor pool.
46. Local 52 shall make all documents or records referred to in Paragraph 41 available for inspection and copying within ten (10) business days after the OAG so requests.
47. Should the OAG find a violation of any component of this Assurance, Local 52 will be notified of the violation in writing, after which the Local will have thirty (30) days to cure the violation and/or to object in writing to the OAG. Upon receipt of any objections, the OAG will make a final determination whether a material violation has occurred.

V.
PROHIBITION AGAINST RETALIATION

48. Local 52 agrees that it shall not in any manner discriminate or retaliate against any individual who cooperated, or may be perceived to have cooperated, with the OAG’s investigation.

VI.
MONETARY RELIEF

49. While Local 52 neither admits nor denies the findings set forth in this Assurance, and without admitting liability, the Local agrees to pay four hundred seventy-five thousand dollars (\$475,000.00) in restitution, costs, and fees to the OAG. All payment and correspondence related to this Assurance must reference AOD No. 14-054. Local 52 shall make payment on the Effective Date by certified or bank check payable to: "New York State Department of Law" and forwarded to:
- Office of the New York State Attorney General
Civil Rights Bureau
120 Broadway
New York, New York 10271
Attn: Justin Deabler
Assistant Attorney General
50. One hundred thousand dollars (\$100,000.00) shall be allocated to costs and fees. Three hundred seventy-five thousand dollars (\$375,000.00) ("Settlement Funds") shall be used by the OAG to establish a restitution fund for Complainants. The OAG shall have sole discretion and will be solely responsible for the evaluation and payment of any and all claims made by Complainants. Complainants will receive, via first-class mail, a Notice of Settlement issued by the OAG.
51. Receipt of funds for Complainants deemed eligible for restitution will be conditioned upon a notarized release ("Release") of all claims against Local 52, its officers, Executive Board members, representatives, employees, and agents, annexed hereto as Exhibit 6.

52. Following review of claims, and upon the OAG's receipt of a Complainant's Release, each eligible Complainant will receive, via first-class mail, a Notice of Claim Determination and corresponding restitution payment.
53. Following the Effective Date, in the event any person files a complaint in any court or with any federal, state, or local law enforcement agency against Local 52 and arising out of or relating to a claim of discrimination in admissions based on race, color, ethnicity, or national origin, the Local shall provide notice to the OAG of such a complaint. The OAG will inform the Local whether the person filing the complaint has received any monies from the Settlement Funds. In the event a person filing a complaint has received such monies, the OAG will provide a copy of the Release executed by such person within seven (7) days of a request from Local 52.

VII.
SCOPE OF THE ASSURANCE, JURISDICTION, AND
ENFORCEMENT PROVISIONS

54. This Assurance shall be effective on the date that it is signed by an authorized representative of the OAG ("Effective Date").
55. This Assurance shall expire three (3) years after the Effective Date.
56. Notwithstanding any provisions of this Assurance to the contrary, the OAG shall consider requests, when necessary, for reasonable extensions of time for Local 52 to perform any obligations required herein.
57. The signatories to this Assurance warrant and represent that they are duly authorized to execute this Assurance and that they have the authority to take all appropriate action required or permitted to be taken pursuant to the Assurance to

effectuate its terms. Local 52 shall not take any action or make any statement denying, directly or indirectly, the propriety of this Assurance or expressing the view that this Assurance is without factual basis. Nothing in this paragraph shall affect the Local's (i) testimonial obligations, or (ii) right to take legal or factual positions in defense of litigation or other legal proceedings to which the OAG is not a party. This Assurance is not intended for use by any third party in any other proceeding and is not intended, and should not be construed, as an admission of liability by Local 52.

58. The Parties may seek to enforce this Assurance through administrative or judicial enforcement proceedings, including a civil action in federal or state court, as appropriate, seeking specific performance of the provisions of this Assurance. Pursuant to New York State Executive Law § 63(15), evidence of a violation of this Assurance will constitute prima facie proof of a violation of New York State Executive Law §§ 63(12), 296(1)(c) and/or 42 U.S.C. § 2000e-2(c) and/or New York City Administrative Code § 8-107(1)(c) in any civil action or proceeding hereafter commenced by the OAG in connection with this Assurance. However, in the event of a dispute among the Parties regarding any issue arising hereunder, the Parties shall attempt in good faith to resolve the dispute before seeking administrative or judicial intervention.
59. The failure by the OAG to enforce this entire Assurance or any provision thereof with respect to any deadline or any other provision herein shall not be construed as a waiver of the OAG's right to enforce other deadlines and provisions of this Assurance.

60. If any provisions, terms, or clauses of this Assurance are declared illegal, unenforceable, or ineffective by a court of competent jurisdiction, those provisions, terms, and clauses shall be deemed severable, such that all other provisions, terms, and clauses of this Assurance shall remain valid and binding on the Parties.
61. This Assurance constitutes the entire agreement between the Parties, and no other statement, promise, or agreement, either written or oral, made by either Party or agents of either Party that is not contained in this Assurance shall be enforceable.
62. Nothing in this Assurance is intended to confer any right, remedy, obligation, or liability upon any person or entity other than the Parties.
63. Nothing in this Assurance is intended to, nor shall, limit the OAG's investigatory powers otherwise provided by law.
64. This Assurance is final and binding on Local 52, including principals, agents, representatives, successors in interest, assigns, and representatives thereof. No assignment shall operate to relieve Local 52 of its obligations herewith.
65. This Assurance may be executed in multiple counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
66. All communications and notices regarding this Assurance shall be sent by first class mail and electronic mail, to:

Office of the Attorney General

Justin Deabler

Assistant Attorney General

Civil Rights Bureau

Office of the New York State Attorney General

120 Broadway, 23rd floor

New York, NY 10271

Tel.: (212) 416-8097

Fax: (212) 416-8074

Email: Civil.Rights@ag.ny.gov

International Alliance of Theatrical and Stage Employees, Local 52

Dale W. Short

Short & Shepherd

24461 Detroit Road, Suite 340

Westlake, Ohio 44145

Tel.: (440) 899-9990

Fax: (440) 899-9907

Email: daleshort@sbcglobal.net

IN WITNESS THEREOF, the undersigned subscribe their names:

Dated: New York, New York
June 19, 2014

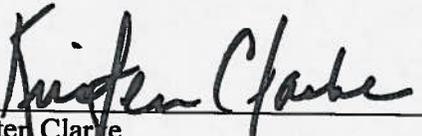
**International Alliance of Theatrical and Stage
Employees, Local 52**

By: 

CONSENTED TO:

Dated: New York, New York
June 20, 2014

ERIC T. SCHNEIDERMAN
Attorney General of the State of New York

By: 
Kristen Clarke
Bureau Chief

By: 
Justin Deabler
Assistant Attorney General

Dariely Rodriguez
Assistant Attorney General

Office of the New York State Attorney General
Civil Rights Bureau
120 Broadway, 23rd Floor
New York, New York 10271
Tel. (212) 416-8250
Fax (212) 416-8074

EXHIBIT 1

ACKNOWLEDGMENT FORM

I.A.T.S.E. Local 52

On _____, 20____, I received and fully read the Assurance of Discontinuance ("Assurance") entered into between the New York State Office of the Attorney General ("OAG") and the International Alliance of Theatrical & Stage Employees, Local 52 ("Local 52" or "Local") concerning the investigation conducted by the OAG into the Local's admissions process and whether the Local discriminated against African-American and Latino applicants in its admissions process. I understand that the Assurance places legal requirements upon Local 52, its officers, Executive Board members, and any employees or other individuals involved in the Local's admissions process on behalf of the Local. As an individual involved in admissions on behalf of the Local, I understand my responsibilities pursuant to the Assurance and will comply with those responsibilities.

I have been informed by Local 52 that I will not be retaliated against by the Local for providing information to the Local or to any federal, state, or local law enforcement agency (including the New York State Office of the Attorney General, Civil Rights Bureau, 120 Broadway, 23rd Floor, New York, NY 10271, telephone (800) 771-7755 or (212) 416-8250, Civil.Rights@ag.ny.gov) regarding compliance with the terms of the Assurance by the Local, its officials, Executive Board members, or any employees or other individuals involved in admissions on behalf of the Local.

Print Name: _____

Signature: _____ Date: _____

EXHIBIT 2

I.A.T.S.E., Local 52
Non-Discrimination & Anti-Harassment Policy

I.A.T.S.E., Local 52 ("Local 52") will not tolerate any form of discrimination, harassment, or retaliation against its members or applicants for membership with regard to race, color, ethnicity, national origin, or any other protected category covered by law. Consistent with Local 52's Constitution and By-Laws, should a Local member, officer, Executive Board member, or employee be found to have engaged in harassing, discriminatory, or retaliatory behavior in violation of this policy, such violation shall be referred to the Executive Board for appropriate action, up to and including a warning, fine, suspension, or expulsion from membership.

POLICY: Discrimination: Local 52 prohibits discrimination against its members or applicants for membership on the basis of race, color, ethnicity, national origin, or any other protected category covered by law. This prohibition against discrimination covers admissions, work referrals and assignments, and benefits, conditions, and privileges of membership.

POLICY: Harassment: Local 52 also prohibits harassment of its members or applicants for membership. Harassment is conduct that denigrates or shows hostility or aversion toward an individual on the basis of race, color, ethnicity, national origin, or any other protected category covered by law, that has the purpose or effect of creating a hostile work environment, or that unreasonably interferes with conditions and privileges of Local membership. Harassing conduct includes, but is not limited to:

- Epithets, slurs or negative stereotyping;
- Threatening, intimidating or hostile acts;
- Racial and ethnic jokes;
- Written or graphic material that denigrates or shows hostility toward an individual or group and that is placed in plain view of others, in the work environment; and
- Inappropriate touching

COMPLAINT PROCEDURE

Reporting Discrimination and/or Harassment

Local 52 encourages its members to oppose the practices forbidden by this policy and to file a complaint if they believe themselves to have been discriminated against or harassed, or if they witness behavior they believe to be in violation of this policy. If a member believes that he or she has been a victim of discrimination or harassment, the matter must be reported immediately to Local 52's Human Resources Director.

Local 52 understands that complaints of discrimination and/or harassment can be sensitive and, to the furthest extent possible, will keep confidential such complaints and communications concerning them. Local 52 requires that its members, board members, craft heads, and employees cooperate with the investigation of a reported incident.

Once a complaint is received, Local 52 will investigate the member's complaint promptly and thoroughly, and will inform the complainant of its findings in a timely fashion.

Retaliation for Filing Discrimination and/or Harassment Complaints

Local 52 will not tolerate retaliation against any member who has reported harassment or discrimination in violation of this policy, or who has assisted in or cooperated with the investigation of such reported incidents. Retaliation against a member for reporting or cooperating in the investigation of a reported incident is unlawful and strictly prohibited.

EXHIBIT 3

ACKNOWLEDGMENT FORM

I.A.T.S.E. Local 52

On _____, 20__, I received and fully read the equal employment, anti-discrimination, and anti-harassment policies (“EEO Policies”) adopted by and governing the International Alliance of Theatrical & Stage Employees, Local 52 (“Local 52” or “Local”). I understand my responsibilities pursuant to the EEO Policies and will comply with those responsibilities.

I have been informed by Local 52 that I will not be retaliated against by the Local for providing information to the Local or to any federal, state, or local law enforcement agency (including the New York State Office of the Attorney General, Civil Rights Bureau, 120 Broadway, 23rd Floor, New York, NY 10271, telephone (800) 771-7755 or (212) 416-8250, Civil.Rights@ag.ny.gov) regarding compliance with the EEO Policies by the Local, its officials, Executive Board members, or other members or employees.

Print Name: _____

Signature: _____ Date: _____

EXHIBIT 4

NOTICE TO ALL APPLICANTS TO I.A.T.S.E., LOCAL 52

This Notice is being posted pursuant to an Assurance of Discontinuance ("Assurance") resolving an investigation conducted by the New York State Office of the Attorney General ("OAG") of the International Alliance of Theatrical & Stage Employees, Local 52 ("Local 52" or "Local").

Title VII of the Civil Rights Act of 1964 ("Title VII"), the New York State Human Rights Law, and the New York City Human Rights Law prohibit labor organizations from unlawfully discriminating against applicants based on their real or perceived race, color, ethnicity, national origin, or any other legally protected characteristics. Local 52 is committed to equal opportunity in its application processes and compliance with all laws prohibiting discrimination. Local 52 also will not retaliate against any person who asserts his or her rights under, or complains of violations of, these laws by filing a complaint with the Office of the Attorney General.

Should you have any complaint of discrimination, you may contact the:

**Office of the New York State Attorney General
Civil Rights Bureau
120 Broadway, 23rd Floor
New York, New York 10271
Telephone: (212) 416-8250 or (800) 771-7755
Fax: (212) 416-8074
Civil.Rights@ag.ny.gov
www.oag.state.ny.us**

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE.
This Notice must remain posted for three (3) years from the date below and must not be altered, defaced, or covered by any other material until _____, 2017.

Signed:

President, Local 52

EXHIBIT 5

Dear Local 52 Member,

I.A.T.S.E., Local 52 is subject to certain governmental recordkeeping and reporting requirements for the administration of civil rights regulations and related compliance. In order to comply with these laws, the Local invites members to voluntarily self-identify their sex, race, color, and/or ethnicity.

Although the Local is asking you to complete this survey to assist us in complying with legal reporting requirements, doing so is completely voluntary. You will suffer no adverse consequences if you do not provide this information. The information will be kept confidential and will be used only in accordance with applicable laws and regulations.

Member Self-Identification Form

As a labor organization, I.A.T.S.E., Local 52 is subject to certain governmental recordkeeping and reporting requirements for the administration of federal, state and local civil rights laws and regulations. In order to comply with these laws, the Local invites members to voluntarily self-identify their sex, race, color, and/or ethnicity. Although the Local is asking you to complete this survey to assist us in complying with legal reporting requirements, doing so is completely voluntary. You will suffer no adverse consequences if you do not provide this information. The information will be kept confidential and will be used only in accordance with applicable laws and regulations.

General Information

First Name

M.I.

Last Name

Craft/Department

Date

Sex Identification

Female Male

Race/Ethnic Identification

Please review and respond to both questions. The categories listed below are the only options available for federal reporting purposes.

Do you consider yourself to be Hispanic/Latino? (A person of Cuban, Mexican, Puerto Rican, South or Central American descent, or other Spanish culture or origin, regardless of race).

Yes No

In addition to responding to the question above, select one or more of the following racial categories to describe yourself:

White (Not Hispanic or Latino) - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Black or African American (Not Hispanic or Latino) - A person having origins in any of the black racial groups of Africa.

- Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.

- Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino)** - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- Asian (Not Hispanic or Latino)** - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- American Indian or Alaska Native (Not Hispanic or Latino)** - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.
- Two or More Races (Not Hispanic or Latino)** - All persons who identify with more than one of the above five races.

EXHIBIT 6

**ATTORNEY GENERAL OF THE STATE OF NEW YORK
CIVIL RIGHTS BUREAU**

In the Matter of:

THE INVESTIGATION BY ERIC T. SCHNEIDERMAN,
ATTORNEY GENERAL OF THE STATE OF NEW YORK,

OF

INTERNATIONAL ALLIANCE OF THEATRICAL &
STAGE EMPLOYEES, LOCAL 52

RELEASE

CLAIMANT'S NAME: _____

In return for my receipt of payment(s) from the Office of the Attorney General ("OAG"), pursuant to the Assurance of Discontinuance dated June __, 2014 between (1) the OAG, and (2) the INTERNATIONAL ALLIANCE OF THEATRICAL & STAGE EMPLOYEES, LOCAL 52 ("Local 52"), [_____] hereby provides a full, complete, unconditional, and irrevocable release and settlement of any causes of action or claims, whether known or unknown, of discrimination, retaliation, or harassment on the basis of race, color, ethnicity, or national origin in gaining admission to Local 52, arising prior to June [___], 2014, as against Local 52, its past and present officers, directors, board members, predecessors, successors, employees, representatives, agents, and assigns, in any court, administrative tribunal, or governmental agency.

[_____] expressly waives claims, if any, (s)he might have for attorneys' fees.

[] further represents that (s)he understands the foregoing Release, and that the rights and claims hereby waived and released against Local 52 include, but are not limited to, any and all rights to sue or make claims for discrimination in gaining admission to the Local on the basis of race, color, ethnicity, or national origin under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, *et seq.*; New York State Human Rights Law, New York Executive Law §296, *et seq.*; New York City Human Rights Law, New York Administrative Code §8-101, *et seq.*; and any other federal, state, or local anti-discrimination laws or common law theory.

[] further agrees that (s)he is not releasing any rights or claims arising after June [], 2014.

I am voluntarily signing this statement of my own free will.

Signature

Date

Sworn to before me this
___ day of _____ 2014

NOTARY PUBLIC