

**DEPARTMENT OF FAIR EMPLOYMENT & HOUSING**

DIRECTOR KEVIN KISH

2218 Kausen Drive, Suite 100 | Elk Grove | CA | 95758
800-884-1684 (voice) | 800-700-2320 (TTY) | California's Relay Service at 711
www.dfeh.ca.gov | email: contact.center@dfeh.ca.gov

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Contact: Holly Thomas (213) 439-6799
Holly.Thomas@dfeh.ca.gov

DFEH Settles “English-Only” Case Against Forever 21 Retail, Inc.

Settlement Ends Alleged Unlawful “English-Only” Policies with Continued Oversight at Forever 21 Stores, and Secures \$90,000 for the Three San Francisco Complainants

Sacramento – The California Department of Fair Employment and Housing (DFEH) has reached a settlement in an employment discrimination case against Forever 21 Retail, Inc. (Forever 21) involving three Latino workers who alleged the company prohibited them from speaking Spanish at work, including during work breaks and morning greetings, at Forever 21’s flagship San Francisco store.

Through their counsel La Raza Centro Legal, the three employees filed administrative complaints with the DFEH in May 2016. DFEH found cause to believe a violation of the Fair Employment and Housing Act (FEHA) had occurred, and filed a civil complaint with the San Francisco Superior Court on March 29, 2017 (*DFEH v. Forever 21, Retail, Inc.* CGC-17-557825).

The suit challenged Forever 21’s unlawful “English-only” policies and national origin discrimination under the FEHA. The suit also alleged that Forever 21 retaliated against the three men after they complained about the policy by reducing their work hours and subjecting them to harassment and hostility.

“Such English-only rules that are applied at all times, that are not justified by a legitimate business necessity, run afoul of the FEHA,” said DFEH Director Kevin Kish. “The Department seeks to ensure that all employees are treated equally, regardless of their national origin. The DFEH is committed to fighting against discrimination in the workplace and English-only rules will be carefully scrutinized. Diversity in the workplace should be welcomed, not prohibited.”

As part of the settlement, Forever 21 agreed to end its alleged “English-only” policies. The company also agreed to hire an outside consultant to review its internal complaint procedure policies. The company will provide a written memorandum about California’s prohibition against “English-only” policies to its California supervisors and managers, as well as require managers in the San Francisco and Santa Barbara stores to meet with all non-management employees in the San Francisco store to inform them of California’s law. In addition, Forever 21 will post DFEH posters that outline workers’ rights and inform their California employees that “English-only” rules are against company policy, except as authorized by California law. In order to monitor compliance with the settlement agreement, Forever 21 will hire a mediator and report its compliance activities to DFEH for a period of three years. Forever 21 also agreed to pay the complainants \$90,000, in addition to a severance package, and attorney’s fees and costs to the DFEH.

Sheila Thomas, Senior Staff Counsel, and Denise Levey, Staff Counsel represented the DFEH. Alejandra Cuestas-Jaimes from La Raza Centro Legal represented the Real Parties in Interest.

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The DFEH is the state agency charged with enforcing California's civil rights laws. The mission of the DFEH is to protect the people of California from unlawful discrimination in employment, housing and public accommodations and from hate violence and human trafficking. For more information, visit the DFEH's web site at www.dfeh.ca.gov.

