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Sumitomo Shoji America, Inc. v. Avagliano, 457 US 176 - Supreme Court 1982

9-1987

Correspondences: September 1987

Lewis Steel '63

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September 23, 1987 ALEXANDRIA, VIRGINIA 22314-3132\*

Lewis M. Steel, Esq. Steel Bellman & Levine, P.C. 351 Broadway New York, New York 10013

Re: Avagliano v. Sumitomo Shoji America, Inc.

77 Civ. 5641 (CHT)

Incherchera v. Sumitomo Corp. of America

82 Civ. 4930 (CHT)

Dear Mr. Steel:

Pursuant to Section VI D of the Consent Decree ("Decree") resolving the above-referenced litigations, Sumitomo Corporation of America ("SCOA") has agreed that Ipanema Shoe Corporation, Sumitrans Corporation and Treadways Corporation, wholly-owned subsidiaries of SCOA which were created during the pendency of these lawsuits, will be bound by Sections VI B and VI C of the Decree. The enclosed letters have been prepared in satisfaction of that obligation.

Very Truly Yours

Monayo M. Gree

RMG: kas

Entrading Court Page

# **SUMITOMO TIRE**

July 21, 1987

Lewis M. Steel, Esq. Steel Bellman & Levine, P.C. 351 Broadway New York, NY 10031

Re: Avagliano v. Sumitomo Shoji America, Inc. 77 Civ. 5641 (CHT)
Incherchera v. Sumitomo Corp. of America 82 Civ. 4930 (CHT)

Dear Mr. Steel:

This letter shall serve to effectuate the agreement of the parties, as set forth in the Consent Decree ("Decree") resolving the above-referenced litigations, that Sections VI B and VI C thereof shall be fully applicable to Treadways Corporation, dba Sumitomo Tire ("Treadways"), a wholly owned subsidiary of Sumitomo Corporation of America ("SCOA") created during the pendency of the above-referenced litigations. Thus, Treadways hereby agrees that the aforementioned Equal Employment Policy and Injunction provisions of the Decree shall apply with full force and effect to like extent as the same shall apply to "SCOA". In addition, Treadways consents to the jurisdiction of the court for the purpose of entering any orders which may be necessary concerning the enforcement of these provisions.

Treadways will be bound only by the aforementioned terms and provisions of the Decree, and the application of the foregoing provisions to Treadways shall not be considered an admission or finding of any kind that Treadways has engaged in employment discrimination.

The service of papers by class counsel or any employees of Treadways concerning these provisions of the Decree shall be made upon Gregory K. Hiestand, Esq., Epstein Becker Borsody & Green, P.C., 250 Park Avenue, New York, NY 10177, as counsel for Treadways.

Very truly yours,

TREADWAYS CORPORATION

dba Sumitomo Tire

Shoji Takiguchi

President

## IPANEMA SHOE CORPORATION

(A Subsidiary of Sumitomo Corporation of America)

September 21, 1987

Lewis M. Steel, Esq.
Steel Bellman & Levine, P.C.
351 Broadway
New York, New York 10013

Re: Avagliano v. Sumitomo Shoji America, Inc. 77 Civ. 5641 (CHT)
Incherchera v. Sumitomo Corp. of America 82 Civ. 4930 (CHT)

Dear Mr. Steel:

This letter shall serve to effectuate the agreement of the parties, as set forth in the Consent Decree ("Decree") resolving the above-referenced litigations, that Sections VI B and VI C thereof shall be fully applicable to Ipanema Shoe Corporation ("Ipanema"), a wholly owned subsidiary of Sumitomo Corporation of America ("SCOA") created during the pendency of the above-referenced litigations. Thus, Ipanema hereby agrees that the aforementioned Equal Employment Policy and Injunction provisions of the Decree shall apply with full force and effect to like extent as the same shall apply to "SCOA". In addition, Ipanema consents to the jurisdiction of the court for the purpose of entering any orders which may be necessary concerning the enforcement of these provisions.

Ipanema will be bound only by the aforementioned terms and provisions of the Decree, and the application of the foregoing provisions to Ipanema shall not be considered an admission or finding of any kind that Ipanema has engaged in employment discrimination.

The service of papers by class counsel or any employees of Ipanema concerning these provisions of the Decree shall be made upon Gregory K. Hiestand, Esq., Epstein Becker Borsody & Green, P.C., 250 Park Avenue, New York, New York 10177, as counsel for Ipanema.

Very truly yours,

Ipanema Shoe Corporation

Yoshihide Sawada

President

### **SUMITRANS CORPORATION**

182-16 149th ROAD, JAMAICA, N.Y. 11418

Telephone (718) 917-0777 TELEX: RCA 275833 CABLE: TRANSUMIT NEW YORK FAX: (718) 917-8428 NEFAX III-T

September 21, 1987

Lewis M. Steel, Esq. Steel Bellman & Levine, P.C. 351 Broadway New York, New York 10013

Re: Avagliano v. Sumitomo Shoji America, Inc. 77 Civ. 5641 (CHT)

Incherchera v. Sumitomo Corp. of America

82 Civ. 4930 (CHT)

Dear Mr. Steel:

This letter shall serve to effectuate the agreement of the parties, as set forth in the Consent Decree ("Decree") resolving the above-referenced litigations, that Sections VI B and VI C thereof shall be fully applicable to Sumitrans Corporation ("Sumitrans"), a wholly owned subsidiary of Sumitomo Corporation of America ("SCOA") created during the pendency of the above-referenced litigations. Thus, Sumitrans hereby agrees that the aforementioned Equal Employment Policy and Injunction provisions of the Decree shall apply with full force and effect to like extent as the same shall apply to "SCOA". In addition, Sumitrans consents to the jurisdiction of the court for the purpose of entering any orders which may be necessary concerning the enforcement of these provisions.

Sumitrans will be bound only by the aforementioned terms and provisions of the Decree, and the application of the foregoing provisions to Sumitrans shall not be considered an admission or finding of any kind that Sumitrans has engaged in employment discrimination.

The service of papers by class counsel or any employees of Sumitrans concerning these provisions of the Decree shall be made upon Gregory K. Hiestand, Esq., Epstein Becker Borsody & Green, P.C., 250 Park Avenue, New York, New York 10177, as counsel for Sumitrans.

Very truly yours,

Sumitrans Corporation

Yoshinir Hatanaka

President