

1 GIRARD & VINSON, LLP
MICHELLE L. CANNON, SBN 172680
2 CHRISTIAN M. KEINER, SBN 95144
1006 Fourth Street, Eighth Floor
3 Sacramento, CA 95814-3326
Telephone: (916) 446-9292
4 Facsimile: (916) 446-5711

5 Attorneys for Defendant CLEAR LAKE
RIVIERA YACHT AND GOLF CLUB
6

7 WILLIAM R. TAMAYO - #084965 (CA)
JONATHAN T. PECK - #12303 (VA)
8 RAYMOND T. CHEUNG - #176086 (CA)
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
9 San Francisco District Office
345 Spear Street, Suite 500
10 San Francisco, CA 94105
Telephone: (415) 625-5649
11 Facsimile: (415) 625-5657

12 Attorneys for Plaintiff EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
13

14 UNITED STATES DISTRICT COURT
15 NORTHERN DISTRICT OF CALIFORNIA
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17 EQUAL EMPLOYMENT OPPORTUNITY) Case No. C 03 4429 SI
18 COMMISSION,)
19) Plaintiff,) **CONSENT DECREE BETWEEN THE**
20 v.) **EQUAL EMPLOYMENT**
21 CLEAR LAKE RIVIERA YACHT AND) **OPPORTUNITY COMMISSION AND**
GOLF CLUB,) **CLEAR LAKE RIVIERA YACHT AND**
22) **GOLF CLUB; ORDER**
23) Defendant.)
_____)

24 Plaintiff Equal Employment Opportunity Commission (“Commission”) filed this action
25 under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 to
26 correct alleged unlawful employment practices on the basis of discrimination based on sex and
27 sex harassment and to provide appropriate relief to individuals who the Commission alleged
28 were adversely affected by such practices. The Commission alleged that Defendant Clear Lake

1 Riviera Yacht and Country Club (“Club”) subjected employees to unlawful discrimination
2 based on sex in violation of Title VII. The Commission and Defendant Club now seek to
3 resolve this action as to each other without further contested litigation through the instant
4 Consent Decree. This resolution does not constitute an admission of liability on the part of the
5 Club, nor constitute a finding on the allegations stated in the Commission’s Complaint. This
6 Consent Decree represents a good faith settlement of contested and disputed claims.

7 The Court has reviewed this Consent Decree in light of the pleadings, the record herein,
8 and the applicable law, and now vacates its Order of Dismissal Upon Settlement issued on May
9 12, 2004 and approves this Consent Decree.

10 THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

11 **GENERAL PROVISIONS**

- 12 1. This Court has jurisdiction over the subject matter and the parties to this action. This
13 Court retains jurisdiction over this Consent Decree during its term.
- 14 2. This Consent Decree constitutes a full and final resolution of the Commission’s claims
15 against the Club in this action.
- 16 3. This Consent Decree will become effective upon its entry by the Court.
- 17 4. This Consent Decree is final and binding upon the parties to it, their successors and
18 assigns.
- 19 5. The Commission and the Club will each bear its own costs and attorneys fees in this
20 action.

21 **GENERAL INJUNCTIVE RELIEF**

- 22 6. The Club and its current officers, agents, employees, and all persons in active concert or
23 participation with them will comply with all requirements of Title VII with respect to
24 providing a work environment free from discrimination on the basis of sex.
- 25 7. The Club and its current officers, agents, employees, and all persons in active concert or
26 participation with them agree not to retaliate against Wendy DeBolt, Crystal Cameron
27 and Tamara Eaton (“Charging Parties”) for having testified or participated in any
28 manner in the Commission’s investigation and the proceedings in this case.

1 **SPECIAL INJUNCTIVE RELIEF**

2 8. No later than forty-five (45) days from the entry of this Consent Decree, the Club will
3 use an outside consultant to conduct an all-day sexual harassment training for all
4 employees and board members.

5 9. The Club will post a copy of this Consent Decree and the Club's anti-
6 discriminatory/harassment policy in a prominent place at its work sit for the entire
7 duration of the Consent Decree.

8 10. The Club will terminate the employment of Israel Gonzales, effective June 30, 2004.

9 11. The Club will terminate the employment of Alex Garcia, effective September 30, 2004.

10 **MONETARY RELIEF**

11 12. The Club will pay the Charging Parties a total of \$75,000 in compensatory damages.
12 This amount will be paid in installments – \$10,000 within 30 days of the entry of the
13 Consent Decree; another \$10,000 within 60 days of the entry of the Consent Decree; and
14 another \$10,000 within 90 days of the entry of the Consent Decree. The remaining
15 \$45,000 will be paid within 36 months of the entry of the Consent Decree. These
16 payments will be divided evenly among the three named Charging Parties in this case.
17 These sums will be paid by check directly to each individual in her name, and will be
18 sent to each via certified mail, Federal Express, or United Parcel Service delivery at
19 addresses to be provided to the Club by the Commission. A copy of said checks and
20 their transmittal letters will be sent to Commission counsel Raymond Cheung at the San
21 Francisco District Office.

22 **EXPIRATION OF CONSENT DECREE AND DISMISSAL**

23 13. Due to the installment payment of the monetary relief, this Court will retain jurisdiction
24 of this case and enforcement power over this Consent Decree for a period of three years
25 (36 months) after the entry of this Consent Decree. Thereafter, this lawsuit will be
26 dismissed with prejudice, provided that Defendants have complied with the terms of this
27 Consent Decree.

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GIRARD & VINSON, LLP

Dated: _____

By _____
MICHELLE L. CANNON
Attorneys for Defendant CLEAR LAKE RIVIERA
YACHT AND GOLF CLUB

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Dated: _____

By _____
RAYMOND T. CHEUNG
Attorneys for Plaintiff EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

ORDER

It is so ordered.

Dated: June 16, 2004.

HONORABLE SUSAN ILLSTON
United States District Judge