

**FILED**

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CLERK, U.S. DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
BY \_\_\_\_\_  
DEPUTY CLERK

1 WILLIAM R. TAMAYO - #084965 (CA)  
2 JONATHAN T. PECK - #12303 (VA)  
3 EALY BENNETT - #02140500 (TX)  
4 EQUAL EMPLOYMENT OPPORTUNITY  
5 COMMISSION  
6 San Francisco District Office  
7 901 Market Street, Suite 500  
8 San Francisco, California 94103  
9 Telephone No. (415) 356-5047

6 SANYA P. HILL - #18739 (WA)  
7 San Jose Local Office  
8 96 N. Third Street, Suite 200  
9 San Jose, CA 95112  
10 Telephone No. (408) 291-7497

9 Attorneys for Plaintiff

10 ROBERT D. KILGORE - #11401700 (TX)  
11 DANIEL R. STERN- #19175220 (TX)  
12 LAUREN R. WOOD-#24008299 (TX)  
13 COX & SMITH, INC.  
14 112 East Pecan Street, Suite 1800  
15 San Antonio, TX 78205-1521  
16 Telephone No. (210) 554-5500

14 ALAN R. BERKOWITZ-# 50112 (CA)  
15 JOHN D. ADKISSON-#114449 (CA)  
16 SUE ANN VAN DERMYDEN-#166158 (CA)  
17 SCHACHTER, KRISTOFF, ORENSTEIN  
18 & BERKOWITZ  
19 980 Ninth Street, Suite 1500  
20 Sacramento, CA 95814  
21 Telephone No. (916) 442-3333

18 Attorneys for Defendant

**LOGGED**

NOV 17 2000

UNITED STATES DISTRICT COURT

NORTHERN DISTRICT OF CALIFORNIA

CLERK, U.S. DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
BY \_\_\_\_\_  
DEPUTY CLERK

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )

Plaintiff,

v.

DEN-CAL NORTH, DEN-TEX WEST, )  
d/b/a DENNY'S RESTAURANT, )

Defendant )

CIVIL ACTION NO.  
S-99-19230-DFL/PAN

CONSENT DECREE

21



5. Each party shall bear its own costs and attorneys's fees.

**SECTION III. MONETARY RELIEF**

1. In Settlement of the EEOC's claims under Title VII, Denny's agrees to pay the sum total of \$150,000.00 to Patricia Corey, Kimberly Sanchez and Judith Ries, as follows:

(a) Kimberly Sanchez--Within 10 days after the effective date of this Consent Decree, Denny's will pay to Kimberly Sanchez the sum of \$10,000.00. Payment will be made by check payable to Ms. Sanchez, and mailed directly to her by certified mail to: 474 Ladoga-Stonyford Road, Stonyford, CA 95979, with photocopy mailed to the EEOC, 96 North Third Street, Suite 200, San Jose, California 95112, attention Sanya P. Hill, EEOC-SJLO, Legal Unit.

(b) Patricia Corey

(i) For the 12-month period following the effective date of this Consent Decree, Denny's will pay to Patricia Corey the sum total of \$70,000.00. Within 10 days after the effective date of this Consent Decree, Denny's will pay to Patricia Corey the sum of \$ 4,000.00. Payment will be made by check payable to Ms.Corey, and mailed directly to her by certified mail to: Patricia Corey, 472-450 Johnstonville Road, Susanville, CA 96130, with photocopy mailed to the EEOC, 96 North Third Street, Suite 200, San Jose, California 95112, attention Sanya P. Hill, EEOC-SJLO, Legal Unit.

(ii) In addition to the payment identified in paragraph 1 (b)(i), above, for the 11-month period following payment identified in paragraph 1(b)(i) above, Defendant shall pay to Ms. Corey on the first of each month the sum of \$6,000. Payment shall follow the procedures set forth in paragraph 1(b)(i) above. No interest shall be charged or accrue on unpaid portions of this judgment, unless defendant defaults in the making of payments.

(c) Judith Ries

(i) For the 12-month period following the effective date of this Consent Decree, Denny's will pay to Judith Ries the sum total of \$70,000.00. Within 10 days after the effective date of this Consent Decree, Denny's will pay to Judith Ries the sum of \$ 4,000.00. Payment will be made by check payable to Ms. Ries, and mailed directly to her by certified mail to: Judith Ries, 47340 Buffum Lane, Susanville, CA 96130, with photocopy mailed to the

1 EEOC, 96 North Third Street, Suite 200, San Jose, California 95112, attention Sanya P. Hill,  
2 EEOC-SJLO, Legal Unit.

3 (ii) In addition to the payment identified in paragraph 1 (c)(i), above,  
4 for the 11-month period following the payment identified in paragraph 1(c)(i) above, Defendant  
5 shall pay to Ms. Ries on the first of each month the sum of \$6,000. Payment shall follow the  
6 procedures set forth in paragraph 1(c)(i) above. No interest shall be charged or accrue on unpaid  
7 portions of this judgment, unless defendant defaults in the making of payments.

8 2. Denny's monthly payments shall be due on the first day of each month during the  
9 payment term. Payments shall be considered timely if they are postmarked within three days  
10 after the due date. Failure to make any monthly payment to Ms. Corey and/or Ms. Ries under  
11 the terms of this Consent Decree will result in an enforcement action by the EEOC to collect the  
12 amount of \$70,000.00 owed to each Ms. Corey and Ms. Ries, less credit of payments made  
13 pursuant to paragraphs 1 and 2 above. In the event Ms. Corey and/or Ms. Ries do not receive a  
14 monthly payment within five days after the due date, Ms. Corey, Ms. Ries or the EEOC shall  
15 give Denny's written notice of the alleged default by certified mail, and thereafter Denny's shall  
16 have ten days within which to cure the alleged default. In the event Denny's then makes payment  
17 of the amount in default within the aforementioned ten days after it receives notice of the default  
18 by certified mail, the payment schedule shall remain in effect. In the event, however, Denny's  
19 fails to make any payment within the aforementioned ten days, EEOC may initiate court  
20 enforcement proceedings to collect the remaining amount of the unpaid balance of the  
21 \$70,000.00 settlement amount owed to each Ms. Corey and Ms. Ries, plus interest on such unpaid  
22 balance at the rate of 10% per annum from the date of the default only, less all amounts  
23 previously paid by Denny's. The EEOC shall give notice of any such court enforcement  
24 proceedings to Denny's and its attorneys.

25 4. Denny's agrees that it will provide notice of the terms of this Consent Decree to  
26 any successors or assigns. The EEOC and Denny's agree that the monetary obligation set forth  
27 in this Consent Decree shall, for all purposes, remain binding on Denny's successors and assigns.  
28

1 5. Denny's may elect to pay the remaining balance of its monetary obligation owed  
2 to Patricia Corey and Judith Ries under this Consent Decree at any time and without penalty.

3 **SECTION IV. AFFIRMATIVE RELIEF**

4 1. Within six (6) months of the effective date of this agreement, Denny's will  
5 complete the following steps with regard to its training policies, programs and procedures:  
6 Denny's shall submit to the Commission its training policies, programs and procedures  
7 pertaining to sexual harassment and retaliation. The Commission will then make  
8 recommendations, if any are necessary, to include or change. With the advice and approval of  
9 counsel of the Commission, Denny's will then adapt, revise, modify and otherwise adapt its  
10 training policies, programs and procedures in sexual harassment and retaliation for all of its  
11 employees, supervisors/and managers. After the recommendations have been received Denny's  
12 shall make a reasonable and good-faith effort to train all of its employees regarding sexual  
13 harassment and retaliation. Within twenty (20) days after the training session, Denny's will  
14 confirm with the Commission that the training was conducted.

15 2. Within six (6) months of the effective date of this agreement, with the advice and  
16 approval of counsel for the Commission, Denny's shall adopt, revise, modify and otherwise adapt  
17 its existing sex harassment and retaliation policies, procedures and associated notices and forms  
18 to more effectively carry out Denny's anti-discrimination policies.

19 3. Denny's shall not engage in reprisal or retaliation of any kind against Patricia  
20 Corey, Judith Ries or Kimberly Sanchez because of the filing of his charge, giving testimony or  
21 participation in any manner in this investigation and proceeding under Title VII.

22 **SECTION V. RETENTION OF JURISDICTION**  
23 **AND EXPIRATION OF CONSENT DECREE**

24 1. This Court shall retain jurisdiction over this action for the purposes of enforcing  
25 the provisions of this Consent Decree.

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2. The terms of this Consent Decree shall expire three (3) years after the effective date of this Consent Decree.

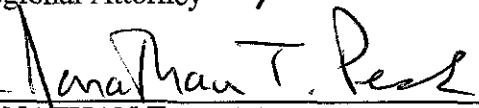
Respectfully Submitted,

C. GREGORY STEWART  
General Counsel  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
1801 L. Street, N.W.  
Washington, D.C. 20507

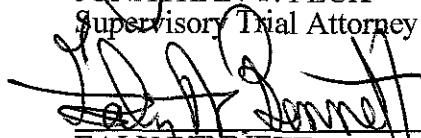
DATED: 10/25/00

  
\_\_\_\_\_  
WILLIAM R. TAMAYO  
Regional Attorney

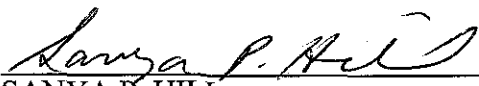
DATED: 10/25/00

  
\_\_\_\_\_  
JONATHAN T. PECK  
Supervisory Trial Attorney

DATED: 10/23/00

  
\_\_\_\_\_  
EALY BENNETT  
Supervisory Trial Attorney

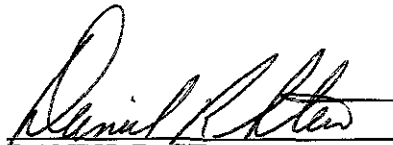
DATED: November 3, 2000

  
\_\_\_\_\_  
SANYA P. HILL  
Counsel for the Plaintiff  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
San Jose Local Office  
96 N. Third Street, Suite 200  
San Jose, CA 95112  
Telephone Number (408) 291-4539

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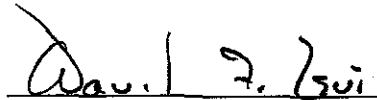
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DATED: Oct. 4, 2000

  
\_\_\_\_\_  
DANIEL R. STERN  
COX & SMITH

IT IS SO ORDERED.

DATED: 17 November 2000

  
\_\_\_\_\_  
United States District Judge

CERTIFICATE OF SERVICE

I am a citizen of the United States, employed in the County of Santa Clara, over the age of 18 years, and not a party to this action. My business address is the office of the Equal Employment Opportunity Commission, San Jose Local Office, 96 North Third Street, Suite 200, San Jose, CA 95112.

On the date below, a true and correct copy of


CONSENT DECREE

mailed by the United States mail to:

Daniel R. Stern, Esq.  
COX & SMITH, INC.  
112 East Pecan Street, Suite 1800  
San Antonio, TX 78205-1521

I certify under penalty of perjury that the above is true and correct.

DATED: November 16, 2000

  
\_\_\_\_\_  
Arturo Ponti

CERTIFICATE OF SERVICE



ljr

United States District Court  
for the  
Eastern District of California  
November 20, 2000

\* \* CERTIFICATE OF SERVICE \* \*

2:99-cv-01923

EEOC

v.

Den-Cal North

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I, the undersigned, hereby certify that I am an employee in the Office of the Clerk, U.S. District Court, Eastern District of California.

That on November 20, 2000, I SERVED a true and correct copy(ies) of the attached, by placing said copy(ies) in a postage paid envelope addressed to the person(s) hereinafter listed, by depositing said envelope in the U.S. Mail, by placing said copy(ies) into an inter-office delivery receptacle located in the Clerk's office, or, pursuant to prior authorization by counsel, via facsimile.

William Robert Tamayo  
U S Equal Employment Opportunity Commission  
901 Market Street  
Suite 500  
San Francisco, CA 94103  
HV/DFL  
TM/PAN

Jennifer Page Brown Shaw  
Schachter Kristoff Orenstein and Berkowitz  
US Bank Plaza  
980 Ninth Street  
Suite 1500  
Sacramento, CA 95814

Robert D Kilgore  
PRO HAC VICE  
Cox and Smith  
112 East Pecan Street  
Suite 1800  
San Antonio, TX 78205-1521

Daniel R Stern  
PRO HAC VICE  
Cox and Smith  
112 East Pecan Street  
Suite 1800  
San Antonio, TX 78205-1521

Lauren R Wood  
PRO HAC VICE  
Cox and Smith  
112 East Pecan Street  
Suite 1800  
San Antonio, TX 78205-1521

\*\*\*\*\*PT Conf 3/16/01 & Trial 4/23/01 VACATED\*\*\*\*\*

Jack L. Wagner, Clerk

BY:

  
\_\_\_\_\_  
Deputy Clerk