

1 WILLIAM R. TAMAYO - #084965 (CA)  
2 JONATHAN T. PECK - #12303 (VA)  
3 EALY BENNETT - #02140500 (TX)  
4 DAVID F. OFFEN-BROWN - #063321 (CA)  
5 EQUAL EMPLOYMENT OPPORTUNITY  
6 COMMISSION (EEOC)  
7 San Francisco District Office  
8 901 Market Street, Suite 500  
9 San Francisco, CA 94103-1735  
10 Telephone: (415) 356-5114  
11 Facsimile: (415) 356-5046

FILED

2000 SEP -7 A 8:18

CLERK, US DIST. COURT  
EASTERN DIST. OF CALIF  
AT PIESNO  
BY: *[Signature]*  
DEPUTY

**CLOSED**  
9/7/00

DATE: *[Signature]*  
BY: *[Signature]*  
CB: JS3  
CCV: JS3

**LOGGED**

SEP 05 2000

IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF CALIFORNIA

CLERK, U.S. DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA  
BY: *[Signature]*  
DEPUTY

11	EQUAL EMPLOYMENT OPPORTUNITY )	
	COMMISSION, )	
12		) CIVIL ACTION NO. F-00-6080-AWI-SMS
	Plaintiff, )	
13		) <b>EEOC'S REQUEST AND ORDER FOR</b>
	v. )	<b>DISMISSAL WITH PREJUDICE</b>
14		) <b>PURSUANT TO SETTLEMENT</b>
	BRIAN K. BUNCH, )	<b>AGREEMENT</b>
15	dba TREE FROG TAVERN, )	
	successor to )	F.R.Civ.P. 41(A)(2)
16	EARLY WARNING VENTURES, INC., )	
	Defendant. )	
17		)

18 Pursuant to the Settlement Agreement (appended) between the  
19 United States Equal Employment Opportunity Commission (EEOC) and  
20 the above Defendant (Bunch), dated August 23, 2000, and Bunch  
21 having complied with the monetary provisions thereof, the EEOC  
22 hereby requests that this Court dismiss with prejudice this action.

24 Respectfully submitted,

26 Dated: September 1, 2000

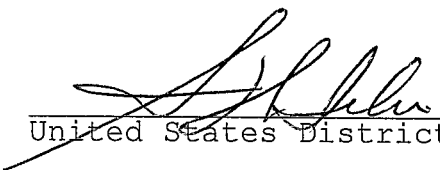
*[Signature]*  
David F. Offen-Brown  
Trial Attorney

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IT IS SO ORDERED.

Dated: 9-6-00

  
United States District Judge

**CERTIFICATE OF SERVICE**

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I am a citizen of the United States, employed in the County of San Francisco, 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 Francisco District Office, 901 Market Street, Suite 500, San Francisco, California 94103.

On the date below, I placed a copy of:

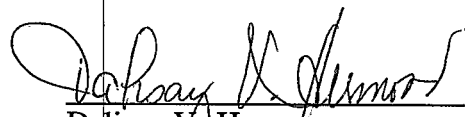
- **EEOC'S REQUEST AND ORDER FOR DISMISSAL WITH PREJUDICE PURSUANT TO SETTLEMENT AGREEMENT**

in a franked envelope which I deposited in the United States mail addressed to:

Brian K. Bunch, Esq.  
2024 W. Orangeburg Avenue  
Modesto, CA 95350

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

DATED: September 1, 2000

  
Dalisay V. Hermoso  
Legal Technician

SETTLEMENT AGREEMENT

RECEIVED  
AUG 21 2000  
EEOC/FDC

BETWEEN

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

and

BRIAN K. BUNCH, d/b/a TREE FROG TAVERN,  
successor to EARLY WARNING VENTURES, INC.

Case No. CV-F-00-6080-AWI

U.S. DISTRICT COURT  
EASTERN DISTRICT OF CALIFORNIA

SECTION I

In exchange for the promises and agreements made by BRIAN K. BUNCH, d/b/a TREE FROG TAVERN, on behalf of himself, Tree Frog Tavern, and his affiliates, agents, successors, and assigns (Brian K. Bunch), set forth in Section II of this Settlement Agreement, the EQUAL EMPLOYMENT OPPORTUNITY COMMISSION (EEOC) promises and agrees to do the following:

1. Dismiss with prejudice EEOC v. Brian K. Bunch, d/b/a Tree Frog Tavern, successor to Early Warning Ventures, Inc., CV-F-00-6080-AWI within ten (10) days of the receipt of the check or money order described in the next section.

SECTION II

In exchange for the promises and agreements made by the EEOC set forth in Section I of this Settlement Agreement, Brian K. Bunch promises and agrees to do the following:

1. Within ten (10) days of the effective date of this Agreement, send the EEOC a cashier's check or money order for the sum of \$1040.25 made payable to Kelly Costa.
2. Within sixty (60) days of the effective date of this Agreement, implement a sexual harassment policy worded as Attachment #1 to this Agreement, include this policy in the Tree Frog Tavern employee handbook, and distribute the handbook to all employees. Brian K. Bunch further promises and agrees to provide the EEOC a copy of the sexual harassment policy as distributed within ninety (90) days of the effective date of this Agreement.

SETTLEMENT AGREEMENT

EEOC v. Brian K. Bunch, d/b/a Tree Frog Tavern

CV-F-00-6080-AWI

Page 2

3. Sign and conspicuously post the Notice to Employees (found as Attachment #2 to this Agreement) for a period of ninety (90) days from the effective date of this Agreement. Brian K. Bunch will post copies of this Notice on all employee bulletin boards at Tree Frog Tavern facilities. Within one hundred (100) days from the effective date of this Agreement, Brian K. Bunch further agrees to provide a report to the EEOC stating the date and location(s) at which the Notice was posted.
4. Comply with all requirements of Title VII of the Civil Rights Act of 1964, as amended.
5. Not discriminate or retaliate in any way against any person because of opposition to any practice declared unlawful under Title VII; or because of the filing of a charge, giving testimony or assistance, or participation in any manner in any investigation, proceeding, or hearing under Title VII.
6. Allow the EEOC to review compliance with this Agreement. As a part of such review, EEOC may require written reports regarding compliance, inspect Brian K. Bunch's premises at reasonable times, interview employees and members, and examine and copy relevant documents.

SECTION III

1. The cashier's check or money order and all other reports required in Section II shall be sent to: U.S. Equal Employment Opportunity Commission, 901 Market Street, Suite 500, San Francisco, CA 94103 (ATTN: David Offen-Brown).
2. This Agreement is expressly conditioned upon the execution of the Release of Claims agreement (Attachment #3) by Kelly A. Costa.
3. This Agreement shall be enforceable in the United States District Court for the Eastern District of California. The parties agree that if, for any reason, any provision hereof is unenforceable, the remainder of the Agreement shall nonetheless remain binding and in effect, and the above Court may retain jurisdiction to enforce this Agreement.

SETTLEMENT AGREEMENT

EEOC v. Brian K. Bunch, d/b/a Tree Frog Tavern

CV-F-00-6080-AWI

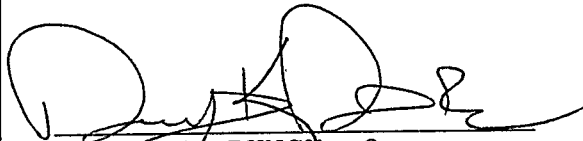
Page 3

- 4. Each party hereto agrees to bear its own costs, including all attorneys' fee, incurred in this action.
- 5. This Agreement shall remain in full force and effect until verification of full compliance with its terms is obtained.
- 6. This Agreement may be executed in counterparts and by facsimile transmission and is effective on the latest date signed below.

FOR THE DEFENDANT  
 BRIAN K. BUNCH, d/b/a  
 TREE FROG TAVERN,  
 successor to EARLY  
 WARNING VENTURES, INC.

DATED:

8/18/00



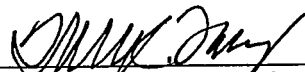
BRIAN K. BUNCH, Owner  
 Tree Frog Tavern

FOR THE PLAINTIFF  
 U.S. EQUAL EMPLOYMENT  
 OPPORTUNITY COMMISSION

C. GREGORY STEWART  
 General Counsel

DATED:

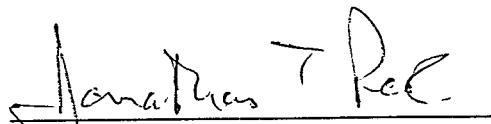
8/23/00



WILLIAM R. TAMAYO  
 Regional Attorney

DATED:

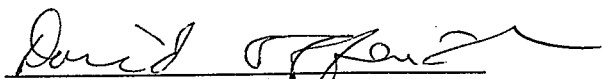
8/21/00



JONATHAN T. PECK  
 Supervisory Trial Attorney

DATED:

8/21/00



DAVID F. OFFEN-BROWN  
 Trial Attorney

**HARASSMENT-FREE WORKPLACE POLICY**

In order to fulfill the TREE FROG TAVERN Mission, we treat people as our most important asset and expect TREE FROG TAVERN employees to observe the highest standards of conduct. In keeping with those values, TREE FROG TAVERN has long been committed to maintaining a work environment that is free of discrimination, including harassment, on the basis of a legally protected status against any TREE FROG TAVERN employee by anyone, including other TREE FROG TAVERN employees, vendors, or guests. All TREE FROG TAVERN employees are also expected to make it known promptly, through the avenues identified below, whenever they experience or witness offensive behavior or conduct. TREE FROG TAVERN HAS ZERO TOLERANCE FOR DISCRIMINATION, ESPECIALLY SEXUAL HARASSMENT, and will take all action necessary to eradicate discrimination from the workplace.

The conduct prohibited by this policy includes all unwelcome conduct, whether verbal, physical or visual, that is based upon a person's protected status, such as sex, color, race, ancestry, religion, national origin, age, disability, medical condition, marital status, citizenship status, sexual orientation, or other protected group status or upon the protected status of the person's relatives, friends, or associates.

The conduct forbidden by this policy specifically includes, but is not limited to: (a) epithets, slurs, negative stereotyping, or intimidating acts that are based on a person's protected status, and (b) written or graphic material circulated within or posted within the workplace that shows hostility toward a person because of his or her protected status.

Sexual harassment is a problem that deserves special mention. Unwelcome sexual advances, requests for sexual favors and other verbal, physical, or visual conduct based on sex constitute harassment when: (1) submission to the conduct is made a condition of employment; (2) submission to or rejection of the conduct is used as a basis for an employment decision; or (3) the conduct creates an intimidating, hostile, or offensive working environment.

Sexual harassment includes conduct based on sex, whether directed towards a person of the opposite or same sex. Sexual harassment is not limited to explicit demands for sexual favors. It also may include such actions as (1) unwelcome sex-oriented verbal kidding, teasing, or jokes; (2) repeated sexual flirtations, advances, or propositions; (3) verbal abuse of a sexual nature; (4) graphic or degrading comments about an individual based on his or her appearance; (5) the display of sexually suggestive objects or pictures; (6) subtle pressure for sexual activity; (7) blocking movement or work; and (8) physical contact such as patting, hugging, pinching, or brushing against another person's body.

If you experience or witness any conduct that you feel may be inconsistent with this policy, TREE FROG TAVERN encourages and expects you to notify the Manager, your supervisor, or your department head. For team members who work on either the evening shift or graveyard shift, you may also report any experienced incident or conduct relating to this policy to the manager on duty. Please take every step you can to make sure that your concern is conveyed to management. All reports that you make will be promptly investigated and the Company will preserve confidentiality to the extent the needs of the investigation permit. If a complaint is found to have merit, the Company will take whatever corrective action may be warranted, including disciplinary action, up to and including dismissal of the offender from employment. In investigating complaints of harassment under this policy, TREE FROG TAVERN may impose disciplinary measures for inappropriate conduct that comes to TREE FROG TAVERN's attention without regard for whether the conduct constitutes a violation of the law or even a violation of this policy.

Any employee who reports harassment, assists in making a complaint of harassment, or cooperates in the investigation of a complaint will be protected from retaliatory action. If you feel you have been retaliated against, you are to notify the Manager, your supervisor, or your department head.

If you believe unlawful discrimination has taken place, you may file a complaint with the state Department of Fair Employment and Housing, (800) 884-1684, or the federal Equal Employment Opportunity Commission, (800) 669-4000.

If you have any questions concerning this policy, please contact the Manager.

**I HEREBY ACKNOWLEDGE THAT I HAVE READ TREE FROG TAVERN'S HARASSMENT-FREE WORKPLACE POLICY AND THAT I WILL ABIDE BY IT ACCORDINGLY.**

\_\_\_\_\_  
Date

*This is an employment contract. I have read and understand the terms and conditions of this policy. I agree to abide by it.*



POSTED 10, 2000

**NOTICE TO EMPLOYEES**

This Notice is being posted as part of the remedy agreed to pursuant to a conciliation agreement between the Equal Employment Opportunity Commission (EEOC) and The Tree Frog Tavern.

Federal law requires that there be no discrimination against any member, employee or applicant for employment because of the individual's race, color, religion, sex, national origin, age (40 and over) or disability with respect to hiring, promotion, firing, compensation, or other terms, conditions or privileges of employment.

Federal Law also prohibits retaliation against any member or employee who files a charge of discrimination or who cooperates with the EEOC's investigation of a charge. The EEOC is committed to protecting members and employees who file charges or who are witnesses during an investigation including, if necessary, further court proceedings.

It is the policy of The Tree Frog Tavern that neither its officials nor its supervisors will retaliate in any way against any member or employee who has filed a charge or provided testimony in the course of an investigation.

If you wish to report an instance(s) of discrimination, please contact BRYAN BUNCH of The Tree Frog Tavern at 29577-3768 or the U.S. Equal Employment Opportunity Commission at (415) 356-5100.

This notice will remain posted for ninety (90) days and will not be defaced.

FEB 10, 2000  
Date

  
Bryan Bunch, Manager  
The Tree Frog Tavern

This is a  
COPY OF THE  
POSTING BACK IN  
FEB.

BKD

ATTACHMENT #1

DO NOT REMOVE

BKD




**RELEASE OF CLAIMS**

For and in consideration of the gross amount of \$1040.25 as set forth in Section II. of the Settlement Agreement entered into in the case of EEOC v. Brian K. Bunch, d/b/a Tree Frog Tavern, successor to Early Warning Ventures, Inc., CV-F-00-6080-AWI, the undersigned KELLY A. COSTA does hereby voluntarily and unconditionally release BRIAN K. BUNCH, d/b/a TREE FROG TAVERN, from any and all claims, charges, or causes of action of whatever nature, known or unknown, arising out of or in any way related to my charge against TREE FROG TAVERN, No. 370-98-9411, filed with the EQUAL EMPLOYMENT OPPORTUNITY COMMISSION and/or the breach of conciliation agreement alleged in, or the subject matters presented by, Civil Action No. C-F-00-6080-AWI, instituted by the EQUAL EMPLOYMENT OPPORTUNITY COMMISSION against BRIAN K. BUNCH, d/b/a TREE FROG TAVERN, in the U.S. District Court for the Eastern District of California.

It is expressly understood and agreed that this Release is in full accord, satisfaction and discharge of all above-described claims but is only fully effective if and when KELLY A. COSTA receives the above-described \$1040.25.

I have read the foregoing Release of Claims and I understand its terms and sign it voluntarily.

Dated: 8/4/00

  
Kelly A. Costa

**ATTACHMENT #3**

United States District Court  
for the  
Eastern District of California  
September 7, 2000

\* \* CERTIFICATE OF SERVICE \* \*

1:00-cv-06080

EEOC

v.

Early Warning

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 September 7, 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

AWI SMS

Jonathan Peck  
Equal Employment Opportunity Commission  
San Francisco District Office  
901 Market Street  
Suite 500  
San Francisco, CA 94103

Jack L. Wagner, Clerk

BY:   
Deputy Clerk