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UNITED STATES DISTRICT COURT
DENVER, COLORADO

JUL 18 2003

GREGORY C. LANGHAM
CLERK

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

Civil Action No. 01-B-0564 (PAC)

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,

Plaintiff,

and

DEBRA CASTILLO, SHARON CHAVEZ, ANTONIO MONTOYA, MARIA FERNANDEZ,
OLGA CABRERRA, HUMBERTO MORENO, JORGE FLORES, MAURO MANGUIA, and
PAULINA KEARNEY,

Plaintiff-Intervenors,

v.

ANCHOR COIN, d/b/a, COLORADO CENTRAL STATION CASINO, INC.,
INTERNATIONAL GAME TECHNOLOGY, INC., ANCHOR GAMING, C.G.
INVESTMENTS, INC., AND CCSC/BLACKHAWK, INC.,

Defendants.

FILED
UNITED STATES DISTRICT COURT
DENVER, COLORADO

JUL 21 2003

GREGORY C. LANGHAM
CLERK

SETTLEMENT AGREEMENT

I. RECITALS

WHEREFORE, this matter was instituted by Plaintiff, Equal Employment Opportunity Commission ("Commission" or "EEOC"), an agency of the United States government, under Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), and Title I of the Civil Rights Act of 1991, alleging unlawful employment practices on the basis of national origin, and alleging entitlement to appropriate relief on behalf of Debra Castillo ("Castillo"), Maria

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Fernandez (“Fernandez”), Antonio Montoya (“Montoya”), Sharon Chavez (“Chavez”), and Humberto Moreno (“Moreno”), and Other Similarly Situated Hispanic Employees who may have been adversely affected by an English language policy and or subjected to harassment based upon national origin, as those alleged practices are set forth in the Complaint. The unnamed employees shall hereinafter be referred to in this Agreement as “Other Similarly Situated Hispanic Employees.” This group includes all named individuals on Exhibit B.

Castillo, Fernandez, Montoya, Chavez, and Other Similarly Situated Hispanic Employees allege that they were subjected to national origin harassment when Defendants subjected them to an “English-Only” policy that was alleged to have had both a disparate impact and resulted in disparate treatment. Plaintiff EEOC claims that, since at least February, 1998, Defendants Anchor Coin, d/b/a Colorado Central Station Casino, Inc., and CCSC/BLACKHAWK, Inc., d/b/a Colorado Central Station Casino, Inc. (“Defendants”), engaged in the enforcement of an unlawful “English Only” policy, in violation of Section 703(a)(1) of Title VII, 42 U.S.C. § 2000e-2(a)(1). Moreno alleges he was subjected to national origin based slurs and derogatory comments. All allegations concern conduct alleged to have occurred at the Colorado Central Station Casino and at no other location associated with any Defendant to this action.

Defendants have denied all of these allegations.

WHEREFORE, the Commission and Defendants, desiring to settle this action by an appropriate decree, agree that Civil Action Number 01-B-0564 (PAC) (hereinafter the “Settled Action”) should be resolved by entry of this Settlement Agreement (“Agreement”).

WHEREFORE, the Commission and Defendants agree that by entry of this agreement, the following Charges of Discrimination will be resolved:

Charge Number 320990214, dated December 4, 1998, filed by Debra Castillo

Charge Number 320990331, dated January 14, 1999, filed by Maria Fernandez

Charge Number 320990458, dated February 26, 1999, filed by Antonio Montoya

Charge Number 320990716, dated April 6, 1999, filed by Humberto Moreno

Charge Number 320990736, dated April 8, 1999, filed by Sharon Chavez

Charge Number 310A10818, dated June 11, 2001 by Teodulo Cruz

WHEREFORE, this Agreement is final and binding upon the Commission and Defendants, as well as upon their successors and assigns, as to the issues resolved.

II. FINDINGS

Having examined the terms and provisions and the pleadings, records, and stipulations of the parties in the Settled Action, the Court finds the following:

- A. The Court has jurisdiction over the parties to the Settled Action.
- B. The terms and provisions of the Agreement are fair, reasonable and just. The rights of Defendants and the Commission are protected adequately by this Agreement.
- C. This Agreement conforms with the Rules of Civil Procedure and Title VII and is not in derogation of the rights or privileges of any person. The entry of this Agreement will further the objectives of Title VII and will be in the best interests of the parties and the claimants.

III. ORDER

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

A. Duration and Applicable Facilities

The duration of the Settlement Agreement will be for three (3) years from the date of approval of this Agreement by the Court. The injunctive relief outlined in Paragraphs B through I in this Agreement will apply only to the Defendant Colorado Central Station Casino ("CCSC") facility located in Black Hawk, Colorado. Defendant Anchor Coin d/b/a Colorado Central Station Casino, Inc. is responsible for complying with the monetary relief described in Paragraph L. CCSC/Blackhawk, Inc. undertakes no responsibility for the monetary payments described in Paragraph L.

B. Non-Discrimination Policies and Complaint Procedures

1. Defendant will maintain general nondiscrimination policies that reflect an understanding of its obligations under Title VII. In addition, Defendant will maintain an internal complaint procedure for responding to complaints of discrimination, specifically including national origin and retaliation. Such complaint procedure shall include at least two individuals to whom to make reports, one of whom is not the direct supervisor of the complainant. In addition, the procedure includes a process for determining appropriate sanctions to be imposed against an employee found to have engaged in unlawful discrimination, including harassment or retaliation. Defendant's employees are encouraged to use the complaint procedure which prohibits retaliation against persons filing complaints or participating in investigations. Said policies and

complaint procedure shall be published to all employees in English and in Spanish upon request and will be given to all new employees.

2. Defendant will not maintain any English-only policy or policy that restricts the use of any language other than English.

3. Defendant will also certify that it does not and will not maintain any "English Only" policy.

4. Throughout the duration of this Agreement, if Defendant desires to implement a policy restricting the use of any language, Defendant will provide written notice to the Regional Attorney at least thirty (30) days prior to the implementation of any language policy.

C. Training

1. Defendant will require all individuals who work in any managerial or supervisory capacity to receive approximately fifteen hours of training regarding, including or incorporating Title VII and other federal EEO laws. This training will be provided to all existing managers and supervisors during the first year of this Agreement and will be provided each year during the term of this Agreement as initial training for new managers and supervisors hired or promoted thereafter. Such training may be provided in conjunction with any orientation training. Managers and supervisors who have already received such training, will receive refresher training, as needed. Such training will be provided at Defendant's expense.

2. Within 30 days following completion of the managerial and supervisory training identified in paragraph C(1) above, Defendant will provide its employees with EEO

training materials explaining the kinds of conduct prohibited under federal discrimination law and explaining its respective anti-discrimination policies and complaint procedures and will require each employee to review these materials. A supervisor or human resource employee will review the materials with each employee. This training will be provided to all new and existing employees in each subsequent year of the Agreement. Such training may be provided in conjunction with orientation training. Training must be provided in both English and Spanish when needed.

D. EEO Record-Keeping Requirements

Defendant shall maintain a file retention system for all documents relating to EEO charges of discrimination filed and/or investigated by the EEOC or its state counterpart. Said file retention system shall comply with federal EEO record-keeping requirements as set forth in 29 C.F.R. § 1602.14.

E. Reporting Requirements

Upon request from the EEOC, which shall be at intervals of no more than every six (6) months, Defendant shall prepare and submit to the Regional Attorney of the Denver District Office of EEOC, a report containing the following information:

1. A description of each training seminar completed by Defendant's employees, as referenced in Paragraph C (1) setting forth:
 - a. Name and job title of the attendees;
 - b. Place and sponsor of the training; and
 - c. A general statement of the topics covered in the seminar.

Defendant shall also maintain records evidencing the training each employee received pursuant to Paragraph C.

F. Dispute Resolution

In the event that either party to this Agreement believes that the other party has failed to comply with any provision(s) of the Agreement, the complaining party shall notify the alleged non-complying party in writing of such non-compliance and afford the alleged non-complying party five (5) business days to remedy the non-compliance or demonstrate a continued good faith effort to remedy the non-compliance or satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within ten (10) business days, the complaining party may apply to the Court for appropriate relief. In the event that, upon the expiration date of this Agreement, a dispute is pending pursuant to this paragraph, then the term of this Agreement shall be extended, with respect to the issue in dispute only, until such time as such dispute is resolved by the parties or the Court.

G. Notice Posting

The notice, which is attached hereto as Exhibit A, and incorporated herein by reference, shall be placed conspicuously in the Colorado Central Station Casino, in an area to which all employees have access. Copies in both English and Spanish shall be posted. The notice shall remain posted for the term of the Agreement. Defendant shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. If the notice becomes defaced or illegible, Defendant shall replace it. Defendant shall certify to the

EEOC in writing within ten (10) business days after entry of the Agreement that the Notice has been properly posted.

H. No Retaliation

Defendant agrees not to retaliate against any current or former employee who provided any evidence in the administrative investigation or this litigation. Defendant will not retaliate against any employee who engages in protected conduct under the laws EEOC enforces.

I. Neutral Reference

Upon request, Defendant shall provide each of the Plaintiff-Intervenors and all Other Similarly Situated Hispanic Employees with a neutral letter of reference confirming dates of employment and the rate of pay on termination. If any further inquiry is made, Defendant shall represent it is Defendant's policy to confirm only that information.

J. Retention of Jurisdiction

1. This Court shall retain jurisdiction of this cause for purposes of compliance with this Agreement and entry of such further orders or modification as may be necessary or appropriate to effectuate the purposes of Title VII, or to avoid unnecessary hardship to any party.

2. Upon the Court's approval of the Agreement, the parties shall promptly file a Joint Stipulation for Dismissal with Prejudice ("Joint Stipulation") of this civil action, and this Civil Action Number 01-B-0564 (PAC) shall be dismissed with prejudice as to all parties in the caption of the Civil Action, as that caption appears in this Settlement Agreement.

K. Enforcement

1. There is no right of private non-parties to enforce any of the Defendants' obligations under the Agreement, and only the Commission and Defendants, or their successors, may enforce compliance herewith.

2. This Agreement shall in no way limit the Commission's power and authority to investigate or litigate charges of discrimination against Defendants other than the charges of discrimination that served as the basis for this lawsuit or this litigation.

L. Monetary Compensation

1. Defendant Anchor Coin will issue and deposit into the United States mail the checks (collectively totaling \$315,000) to the individuals designated by the Commission as Other Similarly Situated Hispanic Employees in the respective amounts listed on Exhibit B. Anchor Coin shall issue an IRS form 1099 and appropriate state equivalent to reflect each check, and payment shall be deemed compensation for compensatory damages. Each check shall contain the restrictive endorsement in English and Spanish stating "In full settlement and release of all claims in Civil Action No. 01-B-0564 (PAC)." The EEOC will supply Defendant Anchor Coin with a letter on EEOC stationery addressed to each check recipient to be enclosed in the envelope containing each check stating in English and Spanish that acceptance of the enclosed check will constitute a release of any claims he or she may have had against the CCSC for any and all matters concerning their employment at CCSC concerning the existence of an English language policy or their having been subjected to national origin discrimination occurring prior to the date of their acceptance of the enclosed payment from Defendant. The signature of the

recipient on the check or its deposit or negotiation constitutes acceptance of release and waiver of claims.

2. Defendant Anchor Coin will issue checks totaling \$1,201,000 to the Plaintiff-Intervenors pursuant to the terms of a separate agreement between Anchor Coin and the Plaintiff-Intervenors. Disbursement of said funds will be made pursuant to the terms of that agreement.

3. A copy of all checks referenced in 1. and 2. above will be sent to the Commission as proof of payment within three (3) business days of the mailing of the checks as outlined above. When the Commission has received proof of these payments, the Commission will consider all monies owed to the Other Similarly Situated Hispanic Employees and the Plaintiff-Intervenors arising out of all of the claims and damages alleged in this lawsuit to have been paid in full.

M. Costs and Attorneys' Fees

Defendants and Plaintiff EEOC shall bear and pay their own costs and attorney's fees.

N. Notice and Mailing

Any notice, report or communication required under the provisions of this Agreement shall be sent by certified mail, postage prepaid, to the Commission as follows:

Joseph H. Mitchell, Regional Attorney
Equal Employment Opportunity Commission
Denver District Office
303 E. 17th Ave., Suite 510
Denver, CO 80203

O. Monitoring

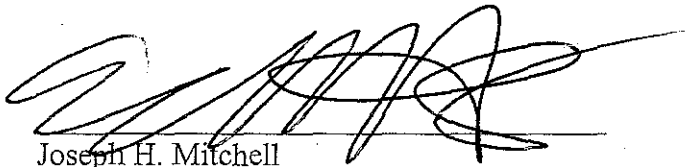
Defendant agrees that the Commission will reserve the right to monitor compliance with the Agreement by conducting site visits at Defendant's Black Hawk, Colorado casino, physically inspecting the premises, interviewing current or former employees, and copying documents. The Commission will provide Defendant with reasonable written notice at least five (5) business days before any inspection of Defendant's premises.

IT IS SO ORDERED this _____ day of _____, 2003.

BY THE COURT:


United States District Court Judge

APPROVED AS TO FORM:




Joseph H. Mitchell
Evangelina Fierro Hernandez
Equal Employment Opportunity Commission
303 East 17th Avenue
Suite 510
Denver, CO 80203

Nancy L. Abell
Allen Graves
Paul, Hastings, Janofsky & Walker LLP
515 South Flower Street, 25th Floor
Los Angeles, CA 90071-2228



Kimberlie K. Ryan
The Ryan Law Firm, LLC
283 Columbine Street, Suite 157
Denver, CO 80206



Richard L. Nathan
Robinson, Waters & O'Dorisio, PC
1099 18th Street, Suite 2600
Denver, CO 80202-1926

O. Monitoring

Defendant agrees that the Commission will reserve the right to monitor compliance with the Agreement by conducting site visits at Defendant' Black Hawk, Colorado casino, physically inspecting the premises, interviewing current or former employees, and copying documents. The Commission will provide Defendant with reasonable written notice at least five (5) business days before any inspection of Defendant's premises.

IT IS SO ORDERED this 21st day of July, 2003.

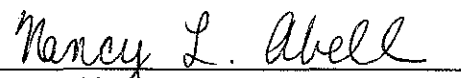
BY THE COURT:

EOD
UNITED STATES DISTRICT COURT
DENVER, COLORADO
JUL 22 2003
GREGORY C. LANGHAM
CLERK


United States District Court Judge

APPROVED AS TO FORM:

Joseph H. Mitchell
Evangelina Fierro Hernandez
Equal Employment Opportunity Commission
303 East 17th Avenue
Suite 510
Denver, CO 80203



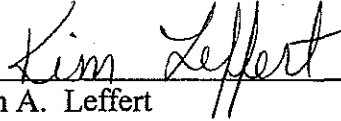
Nancy L. Abell
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515 South Flower Street, 25th Floor
Los Angeles, CA 90071-2228

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Denver, CO 80206

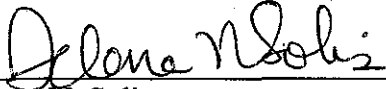
Richard L. Nathan
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190 S. LaSalle Street
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Selena N. Solis
Mexican American Legal Defense and
Educational Fund, Inc.
140 E. Houston St., Suite 300
San Antonio, TX 78205

NOTICE OF CONSENT DECREE

Title VII of the Civil Rights Act of 1964 ("Title VII") makes it unlawful for any covered employer to discriminate against any employee or applicant for employment because of race, color, national origin, sex, or religion. It also prohibits harassment or creation of a hostile work environment based on race, color, national origin, sex, or religion. Finally, Title VII prohibits employers from retaliating against any one who complains of discriminatory practices covered by Title VII.

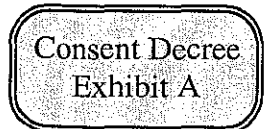
Colorado Central Station Casino ("CCSC") respects the right of its employees and applicants for employment to work in an environment free from discrimination. Accordingly, CCSC commits to complying with the strictures of Title VII, prohibiting all discrimination in terms of hiring, promotion, compensation, discharge, discipline or terms and conditions because of an individual's race, color, national origin, sex, or religion.

Any Colorado Central Station Casino employee who feels that he or she has been the subject of harassment, discrimination or retaliation or has any similar work-related complaint, concern, misunderstanding, or problem should bring it to the attention of his or her department manager or the Human Resource Department. In compliance with federal law, no official at CCSC will retaliate against an employee who makes an internal complaint of discrimination or who contacts the EEOC or its state counterpart, the Colorado Civil Rights Division.

Any employee who believes that he/she has suffered discrimination on the basis of race, color, national origin, sex, or religion, has the right to contact the EEOC directly at 1-800-669-4000 or for further information, see www.eoc.gov.

Dated: _____

_____ General Manager, CCSC



PAYMENT OF MONIES

Class A
\$20,000.00

Dwayne Aragon
8201 S. Sante Fe Drive #88
Littleton, CO 80120

Pete Arellano
1007 So. Eaton
Lakewood, CO 80226

Dana Garcia
4671 Kipling Street
Apt. 72
Wheatridge, CO 80033

Maria Guzman
7856 W. Mansfield Pkwy
7-104
Lakewood, CO 80235

Lillian Del Carmen Gutierrez
3025 W. Floyd Ave.
Englewood, CO 80110

Kathy Jordon
134 7th Street
P.O. Box 149
Meade, CO 80542

Raymundo A. Lopez
P.O. Box 110083
Aurora, CO 80042

Marcelina Montoya
501 Olive Lane
Platterville, CO 80651

Jesus M. Nevarez
1672 S. Sheridan Blvd.
Denver, CO 90236

Settlement Agreement
Exhibit B

Laurencia Pacheco
1910 W. 47th Street
Denver, CO 80211

Lorraine Ramos
9230 Travis Street
Thornton, CO 80229

Isabella Rosas
43005 E. Harvard Pl.
Bennett, CO 80102

Antonio San Javier
16738 Adams St. #C
Denver, CO 80203

Paul Stephens
360 Julian Street
Denver, CO 80219

Class B
\$3,500.00

Antoinette Gomez-White
3164 W. Exposition Ave.
Denver, CO 80219

Maria Garcia
4590 W. Alaska Pl.
Denver, CO 80219

Carolina Corada Hernandez
1930 Eagle St.
Aurora, CO 80011

Maria Lariz
15002 E. 12th Avenue
Aurora, CO 80011

Ruben Martinez
4525 Raritan
Denver, CO 80211

Remigio Moreno
1930 Eagle Street
Aurora, CO 80011

Yeni A. Moreno
1930 Eagle Street
Aurora, CO 80011

Pedro Perez-Serano
1910 W. 47th Street
Denver, CO 80211

Juan Rodriguez
227 So. Quitman Street
Denver, CO 80219

Miguel Angel Ruiz
3025 W. Floyd Ave.
Englewood, CO 80110

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLORADO

CERTIFICATE OF SERVICE

Civil Case No. 01-B-564 (PAC)

The undersigned certifies that a copy of the foregoing Settlement was
served on July 21, 2003, by:

(X) delivery to:

Magistrate Judge Patricia A. Coan

(X) depositing the same in the United States Mail, postage prepaid, addressed
to:

Ann Fuller
Evangelina Fierro Hernandez
Trial Attorneys
EEOC
303 E. 17th Avenue, Suite 510
Denver, CO 80203

Kimberlie K. Ryan, Esq.
The Ryan Law Firm, L.L.C.
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Denver, CO 80202-1255


Deputy Clerk