

- **EEOC v. Boca Chica, Inc., d/b/a Loca Luna Restaurant**

No. 1:03-2602-JTC (N.D. Ga. July 2, 2004)

The Atlanta District Office brought suit under Title VII to enforce a settlement agreement reached during the mediation of a sexual harassment charge. The parties agreed at the mediation that defendant would pay charging party \$50,000 and provide her with a neutral reference. The parties also agreed to a non-disparagement clause and a provision providing defendant a remedy if CP violated the clause. Defendant's attorney was to add the non-disparagement provisions to a typed agreement, which the parties would sign the next day. Before the parties left the mediation room, however, CP made a comment to defendant like "I hope you guys have learned a lesson." Infuriated by CP's comment, defendant had his counsel leave a handwritten statement with EEOC's ADR Coordinator indicating that defendant was reserving the right to challenge the agreement. Four days later, defendant submitted a letter claiming that CP's comment breached the non-disparagement clause and thus that defendant was no longer bound by the terms of the agreement. The matter was resolved by a consent decree that requires defendant to pay \$50,000 to CP and provide her with no less than a neutral reference, citing her dates of employment and positions held.