

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

**EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,**

Plaintiff,

v.

**CMC SERVICE OF CHICAGO, LLC d/b/a
GREAT CLIPS FOR HAIR,**

Defendant.

CIVIL ACTION NO. 03 C 6769

Magistrate Judge Nolan

CONSENT DECREE

THE LITIGATION

1. Plaintiff Equal Employment Opportunity Commission (the "EEOC") filed this action alleging that Defendant CMC Service of Chicago, LLC d/b/a Great Clips for Hair ("CMC Service") violated Section 703(a) of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 2000e-2(a), by discriminating against a class of employees on the basis of national origin by requiring employees whose primary language is not English to speak only English at work and by discharging Charging Party Marlen Trujillo because she spoke Spanish at work.

2. In the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, the parties have agreed that this action should be finally resolved by entry of this Consent Decree (hereafter "Decree"). This Decree fully and finally resolves any and all issues and claims arising out of the Complaint filed by the EEOC. Nothing

in this Consent Decree shall be deemed to constitute an admission by either party with respect to the claims or defenses of the other.

FINDINGS

3. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds the following:

a. This Court has jurisdiction of the subject matter of this action and of the parties.

b. The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of EEOC, CMC Service, the Charging Party, class members and the public interest are adequately protected by this Decree.

c. This Decree conforms with the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and will be in the best interests of the parties, the claimants, and the public.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

INJUNCTION AGAINST NATIONAL ORIGIN DISCRIMINATION

4. CMC Service and its officers, agents, management (including supervisory employees), successors and assigns, and all those in active concert or participation with them are hereby enjoined from discriminating against employees on the basis of their national origin, including, but not limited to, by preventing employees from speaking languages other than English during lunch and breaks and during work hours without a business necessity.

NON-RETALIATION

5. CMC Service, its officers, agents, employees, successors, assigns and all persons acting in concert with it shall not engage in any form of retaliation against any person because such person has opposed any practice made unlawful under Title VII, filed a Charge of Discrimination under Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under Title VII, or asserted any rights under this Decree.

MONETARY RELIEF

6. CMC Service shall pay an aggregate of \$75,000.00 to the Charging Party and the Class Members to be distributed among them as follows:

Hanan Adawi	\$7,500
Natividad Drain	\$7,500
Yasmin Rabadi	\$11,250
Martha Garcia	\$7,500
Vivita Lejina	\$7,500
Nidia Rosales	\$7,500
Salud Welsh	\$11,250
Marlen Trujillo	\$15,000

7. Within five (5) business days after entry of this Decree, the EEOC will mail to the Charging Party and Class Members a copy of the Release Agreement attached as Exhibit A. Within five (5) business days after receipt by the EEOC of a signed Release Agreement, the EEOC shall mail the Release Agreement to CMC Service. Within five (5) business days after receipt by Defendant of a signed Release Agreement, CMC Service shall issue and mail by

certified mail to the Charging Party or Class Member who signed the Agreement a check for one-half of her settlement amount as set forth in Paragraph 6 above. Within 90 days after entry of the Consent Decree, CMC Service shall issue and mail by certified mail checks to the Charging Party and the Class Members for the remaining one-half of their settlement amounts as set forth in Paragraph 6 above. The EEOC shall provide Defendant with current addresses for the Charging Party and Class Members.

POSTING OF NOTICE

8. Within ten (10) business days after entry of this Decree, CMC Service shall post in each of its salons copies of the Notice attached as Exhibit B to this Decree in locations where notices to employees and applicants for employment at its salons are normally posted. The Notice shall remain posted for two (2) years from the date of entry of this Decree. CMC Service shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. CMC Service shall certify to the EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted. CMC Service shall permit a representative of the EEOC to enter any of CMC Service's salons for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice.

RECORD KEEPING

9. For each of Defendant's salons, for a period of two (2) years following entry of this Decree, CMC Service shall maintain and make available for inspection and copying by the EEOC records (including names, social security numbers, addresses, telephone numbers and national origin, if known) of each employee who complains of national origin discrimination, including language discrimination. With respect to complaints of national origin discrimination,

such report shall indicate the date the complaint was made, who made it, what was alleged, and what actions the Defendant took to resolve the matter.

10. CMC Service shall make all documents or records referred to in Paragraph 9, above, available for inspection and copying within ten (10) business days after the EEOC so requests. In addition, CMC Service shall make available all persons within its employ whom the EEOC requests for purposes of verifying compliance with this Consent Decree and shall permit a representative of the EEOC to enter their respective premises for such purposes on five (5) business days' advance notice by the EEOC.

REPORTING

11. CMC Service shall furnish to the EEOC the following written reports semi-annually for a period of two (2) years following entry of this Decree. The first report shall be due six (6) months after entry of the Decree. The final report shall be due twenty-three (23) months after entry of the Decree. Each such report shall contain:

- a. A summary of the information recorded by CMC Service pursuant to Paragraph 9, above;
- b. A certification by CMC Service that the Notice required to be posted in Paragraph 8, above, remained posted during the entire six (6) month period preceding the report.

ADOPTION AND DISTRIBUTION OF POLICY AGAINST NATIONAL ORIGIN DISCRIMINATION

12. CMC Service shall adopt a policy against national origin discrimination within thirty (30) calendar days after the entry of this Consent Decree. Within thirty (30) calendar days after the entry of this Consent Decree CMC Service shall distribute a copy of said Policy to each

employee of CMC Service.

(a) The policy shall specifically prohibit all discriminatory conduct on the basis of national origin by CMC Service employees and discriminatory termination of employees based on national origin. The parties understand and the policy shall state that discrimination on the basis of national origin includes language discrimination.

(b) It shall not require employees to complain of discrimination and/or harassment to a person against whom they allege discrimination and/or harassment.

(c) It shall inform employees that complaints will be investigated thoroughly and promptly and shall provide that employees who violate the policy are subject to discipline up to and including discharge.

CMC Service shall forward a copy of the Policy to the EEOC within thirty (30) calendar days after entry of this Decree. The inclusion of Paragraph 12 in the Decree does not mean that EEOC or the Court approves of CMC Service's anti-discrimination policy.

13. A copy of the Policy shall be given to each new employee within five days after an employee starts work and shall also be posted in each of Defendant's salons in locations customarily used for posting notices from management to employees.

TRAINING

14 During each of the two (2) years covered by this Decree, all CMC Service salon managers and assistant managers shall participate in an annual training session by a trainer paid for by CMC Service and approved by the EEOC regarding national origin discrimination, including enforcement of English-only policies, and regarding the Policy implemented pursuant to Paragraph 12 above. The first training shall take place within ninety (90) calendar days of

entry of this Decree.

15. EEOC approves attorney John Sheahin to conduct the training sessions. In the event John Sheahin is unavailable to conduct the trainings, CMC Service shall submit the name, address, telephone number, and resume of the proposed trainer to the EEOC at least fifteen (15) calendar days prior to the proposed date(s) of the training. The EEOC shall have five (5) calendar days from the date of receipt of the information described above to accept or reject the proposed trainer. In the event the EEOC does not approve CMC Service's designated trainer, CMC Service shall have five (5) calendar days to identify an alternate trainer. The EEOC shall have five (5) calendar days from the date of receipt of the information described above to accept or reject the alternate trainer. If the parties cannot through this process agree on a trainer, then they may seek the Court's assistance under ¶ 18, below.

16. CMC Service shall certify to the EEOC in writing within five (5) business days after the training has occurred that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the date, location and duration of the training; and (ii) a copy of the registry of attendance, which shall include the name and position of each person in attendance.

17. Upon the EEOC's request, CMC Service agrees to provide the EEOC with any and all copies of pamphlets, brochures, outlines or other written material(s) provided to the participants of the training session(s).

DISPUTE RESOLUTION

18. In the event that either party to this Decree believes that the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party

of the alleged non-compliance and shall afford the alleged non-complying party ten (10) business days to remedy the non-compliance or to 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.

DURATION OF THE DECREE AND RETENTION OF JURISDICTION

19. All provisions of this Decree shall be in effect (and the Court will retain jurisdiction of this matter to enforce this Decree) for a period of two (2) years immediately following entry of the Decree, provided, however, that if, at the end of the two-year period, any disputes under Paragraph 18, above, remain unresolved, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Decree) until such time as all such disputes have been resolved.

MISCELLANEOUS PROVISIONS

20. Each party to this Decree shall bear its own expenses and costs.

21. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of CMC Service in their capacities as representatives, agents, directors and officers of CMC Service, and not in their individual capacities.

22. When this Decree requires the submission by CMC Service of reports, certifications, notices, or other materials to the EEOC, they shall be mailed to: Ann M. Henry, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois, 60661. When this Decree requires submission by the EEOC of materials to CMC

Service, they shall be mailed to: John Sheahin, 529 W. Roosevelt Road, Wheaton, IL 60187.

ENTER:


For the Equal Employment
Opportunity Commission
1801 L Street, N.W.
Washington, D.C. 20507


Eric S. Dreiband
General Counsel

Jerome Scanlon
Assistant General Counsel

Equal Employment Opportunity
Commission
500 West Madison Street
Suite 2800
Chicago, Illinois 60661
(312) 352-8558


John C. Hendrickson
Regional Attorney


Diane I. Smason
Supervisory Trial Attorney


Ann M. Henry
Trial Attorney

For CMC Service of Chicago, LLC d/b/a
Great Clips for Hair


Manzoor Pervez
President

ENTER:


U.S. Magistrate Judge Nan R. Nolan

Date: 11-23-04

EXHIBIT A

RELEASE AGREEMENT

I, _____, for and in consideration of the sum of \$ _____ payable to me pursuant to the terms of the Consent Decree entered by the Court in EEOC v. CMC Service of Chicago, d/b/a Great Clips for Hair, No. 03 C 6769 (N.D. Ill.), on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, remise, acquit, and discharge CMC Service of Chicago, d/b/a Great Clips for Hair ("CMC Service"), and all past and present shareholders, officers, agents, employees, and representatives of CMC Service, as well as all successors and assignees of CMC Service, from any and all claims and causes of action of any kind which I now have or ever have had under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., as a result of or arising from the subject matter and claims which were or which could have been asserted in EEOC v. CMC Service of Chicago, d/b/a Great Clips for Hair, No. 03 C 6769 (N.D. Ill.).

Date

EXHIBIT B
NOTICE TO ALL CMC SERVICE EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC v. CMC Service of Chicago, d/b/a Great Clips for Hair, No. 03 C 6769 (N.D. Ill.), resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against CMC Service of Chicago, d/b/a Great Clips for Hair ("CMC Service").

In its suit, the EEOC alleged that CMC Service discriminated against a class of employees on the basis of national origin by requiring employees whose primary language is not English to speak only English at work, in violation of Title VII of the Civil Rights Act of 1964 ("Title VII").

To resolve the case, CMC Service and the EEOC have entered into a Consent Decree which provides, among other things, that:

- 1) CMC Service will make a monetary payment to the individual who filed the charge of discrimination and each class member for damages claimed;
- 2) CMC Service will not maintain an English-only policy during lunch or breaks, nor during work hours without a business necessity, or otherwise discriminate against any employee on the basis of national origin;
- 3) CMC Service will not retaliate against any person because (s)he opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree;
- 4) CMC Service will adopt and distribute to all employees a policy against national origin discrimination and will train all its managers and assistant managers regarding national origin discrimination and its policy.

The EEOC enforces the federal laws against discrimination in employment on the basis of race, color, religion, national origin, sex, age or disability. If you believe you have been discriminated against or have questions concerning your rights under Title VII, you may contact the EEOC at the phone number and address below. The EEOC charges no fees and has employees who speak languages other than English.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for two years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to: EEOC, 500 West Madison Street, Suite 2800, Chicago, IL 60661; (312) 353-2713.

Date

11-23-04


Magistrate Judge Nan R. Nolan