

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF INDIANA  
HAMMOND DIVISION

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

DAISY COMER, APRIL HARRIS, SUZANNE  
WILLIAMS, KAREN MCBRIDE, and TIANA  
WOLAK,

Intervening Plaintiffs,

v.

SAC GRIFFITH, INC. d/b/a PEPE'S  
MEXICAN RESTAURANT

Defendant.

CIVIL ACTION NO.  
2:02 CV 355 PC

CONSENT DECREE

Civil Action No. 2:02 CV 355 PC was instituted by the Equal Employment Opportunity Commission ("Commission") under the authority granted to it under Section 706(f)(1) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e-5(f)(1). The Commission's action was brought to correct alleged unlawful employment practices on the basis of sex.

The Commission, Plaintiff-Intervenors, Daisy Comer, April Harris, Suzanne Williams, Karen McBride, and Tiana Wolak, and the Defendant SAC Griffith, Inc., d/b/a Pepe's Mexican Restaurant ("SAC"), hereby stipulate to the jurisdiction of the Court over the parties and the subject matter of this action.

The Commission, Plaintiff-Intervenors, and the Defendant have advised this Court that they desire to resolve Civil Action No. 2:02 CV 355 PC without the burden and expense of further litigation.

It is, therefore, the finding of this Court, based on the pleadings and the record as a whole that the applicable requirements of Title VII will be carried out by the implementation of this

Decree, and this Decree resolves the issues raised by the Complaints of the Commission and Plaintiff-Intervenors.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. Defendant agrees that it will not discriminate against employees on the basis of sex and will maintain a work environment for all employees that is free from sexual harassment.

2. Defendant agrees that there will be no discrimination or retaliation of any kind against any person because of opposition to any practice made unlawful under Title VII, or because of the filing of a charge, the giving of testimony, assistance, or participation in any manner in an investigation, proceeding or hearing under Title VII.

3. Defendant agrees to post the Notice of Non-Discrimination Policy attached as Appendix A to this Decree in a conspicuous place on its premises. Said notice shall remain posted throughout the term of this Decree.

4. Defendant agrees to pay Catherine Jessica Noakes or her heirs and assigns in the event of her death, \$6,000.00 in damages. A check in that amount shall be made payable to Catherine Jessica Noakes and sent to her by certified mail at 2980 Hanley Street, Gary, IN 46406. Upon entry of this Decree, the Commission will forward a release (see Appendix B) to Catherine Jessica Noakes for her execution. Noakes shall have 45 days from the date of entry of this Consent Decree to sign and return the release to the Commission. If Noakes fails to timely return the executed release in the form set forth in Appendix B, she shall waive any claim to relief under this Decree and shall be barred from pursuing any claim raised or which could have been raised in the Commission's Complaint. If the Commission is unable to obtain an executed release from Noakes (or her representative in the event of her death or incapacity) within the time period specified, Noakes' share of damages shall be divided equally among the other class members who have returned executed releases.

The Commission will notify counsel for Defendant on receipt of the release executed by Catherine Jessica Noakes. Then, within fifteen (15) days, Defendant shall mail the check, by

certified mail, to Noakes. Defendant shall mail a copy of Noakes' check and proof of its delivery to Noakes (a signed certified mail receipt) to the Commission. Upon receipt of proof of delivery of a check to Noakes, the Commission shall forward the release to counsel for Defendant.

5. Defendant agrees to pay Amanda Slawikowski or her heirs and assigns in the event of her death, \$6,000.00 in damages. A check in that amount shall be made payable to Amanda Slawikowski and sent to her by certified mail at 4518 Arthur Street, Gary, IN 46408. Upon entry of this Decree, the Commission will forward a release (see Appendix B) to Amanda Slawikowski for her execution. Slawikowski shall have 45 days from the date of entry of this Consent Decree to sign and return the release to the Commission. If Slawikowski fails to timely return the executed release in the form set forth in Appendix B, she shall waive any claim to relief under this Decree and shall be barred from pursuing any claim raised or which could have been raised in the Commission's Complaint. If the Commission is unable to obtain an executed release from Slawikowski (or her representative in the event of her death or incapacity) within the time period specified, Slawikowski's share of damages shall be divided equally among the other class members who have returned executed releases.

The Commission will notify counsel for Defendant on receipt of the release executed by Amanda Slawikowski. Then, within fifteen (15) days, Defendant shall mail the check, by certified mail, to Slawikowski. Defendant shall mail a copy of Slawikowski's check and proof of its delivery to Slawikowski (a signed certified mail receipt) to the Commission. Upon receipt of proof of delivery of a check to Slawikowski, the Commission shall forward the release to counsel for Defendant.

6. Defendant agrees to pay the sum of \$78,000.00 to the Law Firm of Hilbrich Cunningham Schwerd Dobosz & Vinovich, LLP, Trust Account, to be distributed equally among Intervening Plaintiffs' Daisy Comer, April Harris, Suzanne Williams, Karen McBride and Tiana Wolak after the deduction of attorney fees and expenses.

Each Intervening Plaintiff shall execute a Release acknowledging her share of the

\$78,000.00 minus attorney fees and expenses. The form of the Release is set forth in Appendix "D."

7. Within thirty (30) days of the date of entry of this Decree, Defendant agrees to adopt a harassment policy which prohibits harassment in the workplace. The harassment policy has been agreed upon by the parties and is attached as Appendix C. Defendant agrees that the policy as agreed upon by the parties will be included in an employees' manual or other printed memorandum which will be distributed to each employee. Defendant agrees that the policy prohibiting harassment and procedures for reporting incidents of harassment will be explained to each employee at the time he or she receives the written copy of the policy. Defendant will include the name and telephone number of an official who is not related in any way to any of Defendant's officers, directors, or principals and is physically located outside Defendant's Griffith, Indiana facility, to whom the employees may report complaints of sexual harassment or other discrimination. Said outside official will be informed of all complaints of harassment which are reported to any of Defendant's managers or supervisors. Said outside official shall maintain records of all complaints of harassment which are received during the term of this Decree and their resolution. The EEOC may contact said outside official at any time during the term of this Decree and request information and/or copies of records.

8. Defendant agrees that it shall conduct a training seminar for all employees, including all managers and supervisors, at the Griffith, Indiana facility regarding the policies prohibiting sex discrimination (including but not limited to sexual harassment) and retaliation in the handling of employee complaints of discrimination. Said seminar must be conducted within six (6) months from the date of entry of this Decree. Thirty (30) days prior to the date of the seminar, the Defendant shall provide notice to the Commission regarding the date, time and place of the seminar, and shall send to the Commission a copy of the seminar program and all written materials, if any, to be used at the seminar. The Commission may provide reasonable input on the content of the program.

9. Defendant agrees to submit reports to EEOC detailing its compliance with this decree. Within sixty (60) days of the date of this Decree, Defendant will certify to the EEOC Regional Attorney that the distribution and explanation of the policy has been completed and provide EEOC with a copy of the personnel manual or memorandum containing the policy prohibiting sexual harassment. Defendant further agrees to submit a report to the EEOC within thirty days of its completion of the training described in paragraph 8 above. Said report shall include the date the training took place and a list of all those employees who attended the training. In addition, four (4) annual reports shall be submitted during the term of this decree. The first report shall be due on December 31, 2004 and the subsequent reports shall be mailed to the Commission no later than December 31st of each year covered by the decree. The report shall include the following information for the Griffith, Indiana facility for the twelve (12) month period preceding the report: a description of any and all verbal or written complaints of sexual harassment or sex discrimination received by the company or any of its managers or supervisors from any employee, the name and position of the complainant and the disposition of the complaint, including any discipline administered as a result of the complaint. Reports shall be sent to the attention of Laurie A. Young, Regional Attorney, or her successor, Equal Employment Opportunity Commission, 101 W. Ohio Street, Suite 1900, Indianapolis, Indiana, 46204.

10. Defendant agrees that the EEOC may review compliance with this Decree. As part of such review, the EEOC may inspect the premises, interview employees, examine and copy documents.

11. In the event that EEOC alleges that a violation of this Decree has occurred, prior to exercising any remedy provided by law, EEOC will give notice in writing thereof, specifically identifying the alleged violation to Defendant. Defendant will have thirty (30) days in which to investigate and respond to the allegation. Thereafter, the parties will have a period of thirty (30) days, or such additional period as may be agreed upon by them, in which to negotiate and confer regarding such allegation, before Plaintiff exercises any remedy provided by law.

12. The term of this Decree shall be for five (5) years following the date of the entry of this decree.

13. The Commission and Defendant will bear their own costs and attorney fees.

14. RETENTION OF JURISDICTION BY COURT The Court will retain jurisdiction of this cause throughout the duration of this Decree for purposes of monitoring compliance with this Decree and entry of such further orders as may be necessary or appropriate.

**APR 07 2004**

Date

**S/Paul R. Cherry**

Judge, United States District Court

**MAGISTRATE JUDGE**

Copies to:

Jo Ann Farnsworth, Senior Trial Attorney  
Kenneth Bird, Senior Trial Attorney  
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
101 W. Ohio Street, Suite 1900  
Indianapolis, IN 46204

Robert Schwerd  
HILBRICH CUNNINGHAM SCHWERD  
DOBOSZ & VINOVICH, LLP  
2637 - 45th Street  
Highland, Indiana 46322

Nathaniel Ruff  
3620 W. 80<sup>th</sup> Lane, Suite 1  
P.O. Box 11390  
Merrillville, IN 46411-1390

Kurt C. Meihofer  
Richard P. Long  
MEIHOFFER, LONG & COUTURE, LLC  
9721 Prairie Ave.  
Highland, IN 46322

# EMPLOYEE NOTICE

## Posted Pursuant to an Agreement with the U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION Indianapolis District Office

### NOTICE OF NON-DISCRIMINATION POLICY

This Notice is being distributed and posted by agreement between SAC Griffith, Inc., d/b/a Pepe's Mexican Restaurant and the United States Equal Employment Opportunity Commission (EEOC) in a case resulting from a charge alleging sexual harassment. As a result of the charge, SAC has adopted a policy which prohibits sexual harassment in its workplace.

Federal Law prohibits discrimination against any employee or job applicant because of the individual's sex, race, color, religion, national origin, disability or age.

Federal law also prohibits sexual harassment in the workplace. Sexual harassment in the workplace occurs when the employer allows its employees to be subjected to verbal or physical conduct of a sexual nature and this conduct interferes with the employee's work or creates an intimidating or offensive work environment.

SAC's employees are expected to personally ensure that their own conduct does not sexually harass other employees.

SAC will take disciplinary measures against those employees guilty of sexual harassment.

Should you have any complaints of discrimination, including sexual harassment, you can contact the EEOC at the address and telephone number given below.

4-6-04  
Date

Kurt Meihofner 219-924-8122  
SAC Griffith, Inc., d/b/a Pepe's Mexican Restaurant

**Questions concerning this notice may be addressed to:**

**Equal Employment Opportunity Commission  
101 W. Ohio St., Suite 1900  
Indianapolis, Indiana 46204-4203  
Telephone: (317) 226-7212  
EEOC 800 # 1-800-669-4000  
TDD (317) 226-5162**

APPENDIX B

RELEASE

In consideration of the payment to me by SAC Griffith, Inc., d/b/a Pepe's Mexican Restaurant of \$6,000.00 and in consideration of the Consent Decree agreed to by the Equal Employment Opportunity Commission and SAC Griffith, Inc., d/b/a Pepe's Mexican Restaurant in Civil Action 2:02 CV 355 PC, entered by the Court on the \_\_\_\_\_ day of \_\_\_\_\_, 2004, of which this Release is a part, I, \_\_\_\_\_, hereby fully and forever release and discharge SAC Griffith Inc., d/b/a Pepe's Mexican Restaurant, its successors and assigns, including its present and former directors, officers, employees and agents, from any claim or obligation based on alleged discrimination in violation of Title VII, which was or could have been raised in Civil Action No. 2:02 CV 355 PC.

I agree that I will be solely and individually responsible for paying any and all taxes (including FICA or otherwise) which may be due and owing, if any, as a result of Defendant's payment of the sum set forth above. I acknowledge that I have not relied on any representations made by Defendant or the EEOC relating in any way to the tax treatment of the payments pursuant to this agreement.



I have read this Release and I execute it voluntarily, without coercion or threat of reprisal.

IN WITNESS WHEREOF, this Release is signed and executed by me on the \_\_\_\_\_  
day of \_\_\_\_\_, 2004.

County of

State of

)  
)SS  
)

\_\_\_\_\_  
Name

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

\_\_\_\_\_  
Notary Public

County of Residence \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

## APPENDIX C

### POLICY ON NON-DISCRIMINATION AND SEXUAL HARASSMENT

It is the Company's policy and philosophy to treat its employees and applicants for employment fairly and without regard to race, color, sex, religion national origin, age or disability. Both the state and federal government prohibit discrimination on any of these bases and there are state and federal agencies authorized to enforce the law should violations occur.

Discrimination against any employee or applicant based on any of these bases will not be tolerated. This policy applies to all employment practices including, but not limited to, recruiting, hiring, pay rates, training and development, promotions and other terms and conditions of employment and termination.

The Company also prohibits any form of harassment, joking remarks or other abusive conduct, directed at employees because of their race, color, sex, religion, national origin, age or disability.

Sexual harassment is prohibited because it is intimidating, an abuse of power, and inconsistent with the Company's policies, practices and management philosophy. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

Sexual harassment can take the following forms:

1. Sexual conduct that interferes with another person's work performance or creates an intimidating, hostile, or offensive work environment.
2. Personnel decisions (e.g., promotion, raises, scheduling) made by a supervisor based on submission to or rejection of sexual advances.
3. Submission to a sexual advance used as a condition of keeping or getting a job, whether expressed in explicit or implicit terms.

Any employee who feels subjected to discrimination or harassment of any kind should immediately report it to his/her supervisor or an officer of the Company. If the employee feels uncomfortable reporting a complaint of discrimination to anyone at the local facility, the employee may telephone Kurt C. Mehofer of MEIHOFER, LONG & COUTURE, LLC, at (219) 924-8122. All such reports will be investigated thoroughly and, if the report has merit, disciplinary action up to and including discharge will be taken against the offender.

The employee may also contact the Equal Employment Opportunity Commission, 101 West Ohio Street, Suite 1900, Indianapolis, Indiana 46204, (317) 226-7212 with any questions concerning discrimination or harassment.

APPENDIX "D"

In consideration of the payment to me by SAC Griffith, Inc., d/b/a Pepe's Mexican Restaurant of my equal share of the \$78,000.00 and in consideration of the Consent Decree agreed to by the Equal Employment Opportunity Commission and SAC Griffith, Inc., d/b/a Pepe's Mexican Restaurant in Civil Action 2:02 CV 355 PC, entered by the Court on the \_\_\_\_ day of \_\_\_\_\_, 2004, of which this Release is a part, I \_\_\_\_\_, hereby fully and forever release and discharge SAC Griffith, Inc., d/b/a Pepe's Mexican Restaurant, its successors and assigns, including its present and former directors, officers, employees and agents, from any claim or obligation based on alleged discrimination in violation of Title VII, which was or could have been raised in Civil Action No. 2:02 CV 355 PC.

I agree that I will be solely and individually responsible for paying any and all taxes (including FICA or otherwise) which may be due and owing, if any, as a result of the Defendant's payment of the sum set forth above. I acknowledge that I have not relied on any representations made by Defendant or the EEOC relating in any way to the tax treatment of the payments pursuant to this agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

TRANSMISSION VERIFICATION REPORT

TIME : 04/08/2004 11:53  
NAME : JUDGE CHERRY  
FAX : 2198526705  
TEL : 2198526700

DATE, TIME	04/08 11:50
FAX NO./NAME	912199248125
DURATION	00:03:53
PAGE(S)	15
RESULT	OK
MODE	STANDARD ECM