

1 **UNITED STATES EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION**

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**UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

16 U.S. EQUAL EMPLOYMENT )  
17 OPPORTUNITY COMMISSION, )  
18 )  
19 Plaintiff, )  
20 v. )  
21 CAVALIER, INC. d/b/a CAVALIER )  
RESTAURANT AND LOUNGE, )  
22 Defendant. )

CASE NO.: CV S-04-0994 KJD (PAL)

**PROPOSED CONSENT DECREE**

**I.**

**INTRODUCTION**

25 Plaintiff U.S. Equal Employment Opportunity Commission (hereafter, the "EEOC" or  
26 "Commission") and Defendant Cavalier, Inc. d/b/a Cavalier Restaurant and Lounge (hereafter,  
27 "Cavalier") hereby stipulate and agree to entry of this Consent Decree to resolve the Commission's

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1 Complaint filed in the United States District Court, District of Nevada on July 19, 2004, captioned  
2 U.S. Equal Employment Opportunity Commission v. Cavalier, Inc. d/b/a Cavalier Company, Case  
3 No. CV S-04-994 KJD (PAL) (the "Complaint") pursuant to the Age Discrimination in  
4 Employment Act of 1967, as amended, 29 U.S.C. 621 et seq. ("ADEA"). This Consent Decree  
5 resolves all issues raised by the EEOC in the present lawsuit with regard to the Charging Party,  
6 June Jones ("Jones") and Claimant, Eva Medley ("Medley").

7 **II.**

8 **PURPOSES AND SCOPE OF THE CONSENT DECREE**

9 A. The parties to this Consent Decree ("Decree") are the EEOC and Cavalier. The  
10 scope of this Decree includes Cavalier's operations at all of its restaurants which it owns or operates  
11 in the state of Nevada. This Decree shall be binding on and enforceable against Cavalier and its  
12 officers, directors, agents, successors and assigns.

13 B. The parties have entered into this Decree to avoid the inconvenience, uncertainty  
14 and costs associated with further litigation. It is understood that this Consent Decree does not  
15 constitute any admission by Cavalier that it engaged in any discrimination or wrongful conduct  
16 with respect to Jones or Medley at any time.

17 **III.**

18 **RELEASE OF CLAIMS**

19 A. This Decree fully and completely resolves all issues, claims and allegations by the  
20 EEOC against Cavalier that are raised in the Complaint.

21 B. Nothing in this Decree shall be construed to preclude the Commission from bringing  
22 suit to enforce this Decree in the event that Cavalier fails to perform the promises and  
23 representations contained herein.

24 C. Nothing in this Decree shall be construed to limit or reduce Cavalier's obligation to  
25 comply fully with the ADEA or any other federal employment statute.

26 D. This Decree in no way affects the EEOC's right to bring, process, investigate or  
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1 litigate other charges that may be in existence or may later arise against Cavalier in accordance with  
2 standard EEOC procedures.

3 **IV.**

4 **JURISDICTION**

5 A. The Court has jurisdiction over the parties and the subject matter of this lawsuit.  
6 The Complaint asserts claims that, if proven, would authorize the Court to grant the equitable  
7 relief set forth in this Decree. The terms and provisions of this Decree are fair, reasonable and  
8 just. This Decree conforms with the Federal Rules of Civil Procedure and ADEA and is not in  
9 derogation of the rights or privileges of any person.

10 B. The Court shall retain jurisdiction of this action during the duration of the Decree  
11 for the purposes of entering all orders, judgments and decrees that may be necessary to  
12 implement the relief provided herein.

13 **V.**

14 **EFFECTIVE DATE AND DURATION OF DECREE**

15 A. The provisions and agreements contained herein are effective immediately upon  
16 the date which this Decree is entered by the Court ("the Effective Date").

17 B. The duration of this Consent Decree shall be two years from the date of the Effective  
18 Date. This Court shall retain jurisdiction of this action during the duration of this Consent Decree.

19 **VI.**

20 **MODIFICATION AND SEVERABILITY**

21 A. This Decree constitutes the complete understanding of the parties with respect to the  
22 matters contained herein. No waiver, modification or amendment of any provision of this Decree  
23 will be effective unless made in writing and signed by an authorized representative of each of the  
24 parties.

25 B. If one or more provisions of the Decree are rendered unlawful or unenforceable, the  
26 parties shall make good faith efforts to agree upon appropriate amendments to this Decree in order  
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1 to effectuate the purposes of the Decree. In any event, the remaining provisions will remain in full  
2 force and effect unless the purposes of the Decree cannot, despite the parties' best efforts, be  
3 achieved.

4 **VII.**

5 **COMPLIANCE AND DISPUTE RESOLUTION**

6 A. The parties expressly agree that if the Commission has reason to believe that  
7 Cavalier has failed to comply with any provision of this Consent Decree, the Commission may file  
8 a motion before this Court to enforce the Decree. Prior to initiating such action, the Commission  
9 will notify Cavalier and its legal counsel of record, in writing, of the nature of the dispute. This  
10 notice shall specify the particular provision(s) that the Commission believes has/have been  
11 breached. Absent a showing by either party that the delay will cause irreparable harm, Cavalier  
12 shall have thirty (30) days to attempt to resolve or cure the breach.

13 B. The parties agree to cooperate with each other and use their best efforts to resolve  
14 any dispute referenced in the EEOC notice.

15 C. After thirty days have passed with no resolution or agreement to extend the time  
16 further, the Commission may petition this Court for resolution of the dispute, seeking all available  
17 relief, including an extension of the term of the Decree for such period of time as Cavalier is shown  
18 to be in breach of the Decree and the Commission's costs and attorneys' fees incurred in securing  
19 compliance with the Decree.

20 **VIII.**

21 **MONETARY RELIEF**

22 Within ten (10) business days of the Effective Date of this Decree, Cavalier shall pay to  
23 Jones and Medley the gross amount of Fifty Thousand Dollars (\$50,000) to be paid as follows:

24 (A) to Jones the sum of \$47,000 (forty-seven thousand dollars); and

25 (B) to Medley the sum of \$3,000 (three thousand dollars).

26 (C) The parties agree that Cavalier is not required to make any employer  
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1 contributions, and will issue 1099 forms or the equivalent as required by law for the  
2 payment made to each claimant.

3 A copy of the checks and accompanying transmittal papers shall be contemporaneously  
4 forwarded to the EEOC.

5 **IX.**

6 **GENERAL INJUNCTIVE RELIEF**

7 A. Cavalier shall be enjoined at any of its locations from engaging in discrimination in  
8 violation of the ADEA.

9 B. Cavalier shall revise its written policy on discrimination, and provide a copy to the  
10 EEOC within sixty days after the Effective Date. The revised policy shall include a  
11 clear objective anti-discrimination procedures which expressly prohibit discrimination on the basis  
12 of race, color, national origin, sex, age, disability, creed/religion, or any other protected category.  
13 This revised policy shall immediately be distributed to all of Cavalier's employees, including  
14 management and/or supervisory staff, and shall be included in any relevant policy or employee  
15 manuals distributed to employees by Cavalier. Cavalier shall collect acknowledgments from each  
16 employee who receives the revised policy. In the event that it revises its anti-discrimination  
17 procedures, Cavalier shall provide the EEOC with written notice within ten days after  
18 implementation of any such revision by Cavalier. Throughout the term of this Decree, Cavalier  
19 shall also post the revised policy in a place that is conspicuous and accessible to all employees at  
20 each of its locations covered by this Decree in a legible font that is a minimum of 15 points in size.

21 **C. Training**

22 Within sixty days after the Effective Date all of Cavalier's managerial/supervisory  
23 employees shall be required to attend a training program of at least four hours with regard to  
24 compliance under the ADEA. All those who did not attend this training shall have completed the  
25 training within an additional thirty days. The training shall be mandatory. A roster containing the  
26 names of all participants will be maintained by Cavalier and subject to inspection of the EEOC upon  
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1 request.

2 1. All employees' training shall include coverage of the subjects of equal employment  
3 opportunity rights and responsibilities, including but not limited to ADEA's prohibitions  
4 against discrimination on the basis of age.

5 2. For the remainder of the term of this Decree, all new employees and all employees  
6 recently promoted from a staff/hourly to a managerial position shall receive the managerial  
7 or staff/hourly employee training, as appropriate, within thirty days of hire or promotion.

8 3. After the initial training as specified above, all employees shall receive the training  
9 at least annually thereafter for the remainder of the term of this Decree.

10 4. Within forty-five days after the Effective Date, Cavalier shall submit to the EEOC a  
11 description of the training to be provided and an outline of the curriculum developed for the  
12 trainees. Cavalier shall give the EEOC a minimum of ten business days' advance written  
13 notice to the EEOC of the date, time and location of each training program provided  
14 pursuant to this Decree, and agrees that a EEOC representative may attend any such training  
15 program.

16 **X.**

17 **RECORD KEEPING AND REPORTING**

18 **A. Record-Keeping**

19 Cavalier shall submit annual EEO-1 reports as required by applicable law. Cavalier shall  
20 maintain supporting documentation as required by applicable law. Cavalier shall maintain  
21 employment applications and resumes as required by applicable law.

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23 **B. Reporting**

24 1. Within ninety days after the Effective Date, Cavalier shall submit to the EEOC an  
25 initial report which contains:

26 (a) A copy of the revised anti-discrimination policy;

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- 1 (b) A statement confirming that the required notices pertaining to this Decree
- 2 have been posted; and
- 3 (c) Copies of all employee acknowledgment forms indicating receipt of the
- 4 revised anti-discrimination procedures;
- 5 (d) Copies of all materials used in the training sessions.

6 2. If Cavalier lays off any employees during the time period the Decree is in effect,

7 Cavalier will provide a list of employees laid off, their ages, and reasons for the lay-off.

8 **XI.**

9 **COSTS OF ADMINISTRATION AND IMPLEMENTATION**

10 **OF CONSENT DECREE**

11 Cavalier shall bear all costs associated with its administration and implementation of its

12 obligations under this Consent Decree.

13 **XII.**

14 **COSTS AND ATTORNEYS' FEES**

15 Each party shall bear its own costs of suit and attorneys' fees.

16 **XIII.**

17 **MISCELLANEOUS PROVISIONS**

18 A. During the term of this Consent Decree, Cavalier will comply with all applicable

19 laws regarding providing notice of this Decree to potential successors in interest.

20 B. The law of successorship liability shall apply to any ongoing obligations under this

21 Consent Decree if there is a change of ownership of Cavalier.

22 The parties agree to entry of this Decree and judgment subject to final approval by the

23 Court.

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EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
Anna Y. Park  
Peter F. Laura

Date: \_\_\_\_\_

By: \_\_\_\_\_/s/\_\_\_\_\_  
Anna Y. Park  
Attorneys for Plaintiff

FISHER & PHILLIPS LLP  
Craig R. Annunziata

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Attorney for Defendant

**[PROPOSED] ORDER**

The provisions of the foregoing Consent Decree are hereby approved and compliance with all provisions thereof is **HEREBY ORDERED.**

IT IS SO ORDERED.

Date: \_\_\_\_\_

\_\_\_\_\_  
The Honorable \_\_\_\_\_  
United States District Judge