

1 Anna Y. Park, CA SBN 164242
2 Peter F. Laura, CA SBN 116426
3 EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
4 255 East Temple Street, 4th Floor
5 Los Angeles, CA 90012
6 Telephone: (213) 894-1079
7 Facsimile: (213) 894-1301
8 lado.legal@.eeoc.gov

9 Attorneys for Plaintiff
10 EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

11 Patrick H. Hicks, SBN 4632
12 Karyn M. Taylor, SBN 6142
13 LITTLER MENDELSON
14 3960 Howard Hughes Parkway, Suite 300
15 Las Vegas, NV 89169-5937
16 Telephone: (702) 862-8800
17 Facsimile: (702) 862-8811

18 Attorneys for Defendant
19 CONSOLIDATED RESORTS, INC. AND CONSOLIDATED REALTY, INC.

20 UNITED STATES DISTRICT COURT
21 DISTRICT OF NEVADA

22 U.S. EQUAL EMPLOYMENT)
23 OPPORTUNITY COMMISSION,)
24)
25 Plaintiff,)
26)
27 v.)
28 CONSOLIDATED RESORTS, INC)
CONSOLIDATED REALTY, INC.,)
Defendants.)

DOCKET NOS. 2:6-CV-1104 LDG-GWF and 2:06-cv-00681-JCM-LRL

CONSENT DECREE

Plaintiff U.S. Equal Employment Opportunity Commission ("EEOC") and Defendants Consolidated Resorts, Inc, and Consolidated Realty, Inc. ("Consolidated"), hereby stipulate and agree to entry of this Consent Decree to resolve the EEOC's Complaint in Case No. CV S-06-1104-LDG-GWF, (the "Dawson Complaint") filed under Section 706 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-5; Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a and to resolve the EEOC's Complaint in Case No. CV S-06-00681-JCM-LRL, (the "Finley Complaint") filed under Section 706 of Title VII of the Civil Rights Act of

1 1964, as amended, 42 U.S.C. § 2000e-5; Section 102 of the Civil Rights Act of 1991, 42 U.S.C. §
2 1981a (collectively known hereafter as "Actions"). The EEOC's Finley Complaint alleges that
3 Consolidated Realty discriminated against Tasha Finley by terminating her because of her sex, in
4 violation of Title VII. The EEOC's Dawson Complaint alleges that Consolidated Resorts
5 discriminated against Erin Dawson, who was sexually harassed during her employment with
6 Consolidated. Consolidated Resorts denies liability in both Actions.

7 The parties enter into this Decree to resolve the Actions and defendant Consolidated's entry
8 into and performance of the terms and conditions of this Decree is not an admission of liability,
9 any wrongful act, or any violation of law.

10 I. JURISDICTION

11 The Court has jurisdiction over the parties and the subject matter of this lawsuit, pursuant to
12 28 U.S.C. Sections 451, 1331, 1337, 1343, 1345, 1367 and 42 U.S.C. 2000e-5(f). The Court shall
13 retain jurisdiction of this action during the duration of the Decree for the purposes of entering all
14 orders, judgments and decrees which may be necessary to implement and/or enforce the relief
15 provided herein or to otherwise effectuate the purposes of the Decree.

16 II. PURPOSES AND SCOPE OF THE CONSENT DECREE

17 A. The parties to this Consent Decree ("Decree") are the EEOC and Consolidated
18 (collectively the "Parties"). This Decree shall be binding on and enforceable against Consolidated
19 and its officers, directors, agents, successors and assigns.

20 B. As a result of having engaged in comprehensive settlement negotiations the Parties
21 have agreed that this action should be finally resolved by entry of this Decree for the following
22 purposes:

- 23 1. To avoid expensive and protracted costs incident to litigation;
- 24 2. To provide a final and binding settlement upon the Parties as to all claims
25 alleged in the Complaint;
- 26 3. To provide monetary and injunctive relief;
- 27 4. To ensure that Consolidated's employment policies and procedures comply
28 with Title VII;

1 5. To ensure training for Consolidated's managerial employees with respect to
2 their obligations under Title VII; and

3 6. To provide effective responses to harassment, retaliation and discrimination
4 complaints.

5 III. EFFECTIVE DATE AND DURATION OF DECREE

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

8 B. Except as otherwise provided herein, the Decree shall remain in effect for one (1)
9 year after the Effective Date.

10 IV. FINDINGS

11 Having examined the terms and provisions of this Decree and based on the pleadings,
12 record and stipulation of the Parties, the Court finds the following:

13 A. The Court has jurisdiction over the Parties and the subject matter of these actions.
14 The Complaints assert claims that, if proven, would authorize the Court to grant the relief set forth
15 in this Decree.

16 B. The terms and provisions of this Decree are adequate, fair, reasonable, equitable
17 and just. The rights of the Parties and the public interest for which the EEOC seeks redress are
18 protected adequately by this Decree.

19 C. This Decree conforms with the Federal Rules of Civil Procedure and Title VII and
20 is not in derogation of the rights and privileges of any person. The entry of this Decree will further
21 the objectives of Title VII and will be in the best interest of the Parties.

22 V. RESOLUTION OF CLAIMS

23 A. The Parties agree that this Decree constitutes a complete resolution of EEOC Charge
24 Nos. 34B-2003-01506, 34BA500019, NERC Charge No. 1006-04-541L; and the Actions. The
25 Decree does not, however, resolve any charges of discrimination that may be pending with or
26 brought in the future before the EEOC other than the charges specifically referred to in this
27 paragraph.

28 B. Nothing in this Decree shall be construed to limit or reduce Consolidated's obligation

1 to comply fully with Title VII, or any other federal employment statute.

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

5 VI. MONETARY RELIEF

6 Consolidated shall pay a total of \$ 55,000.00 in settlement of all monetary claims for both Actions.
7 EEOC has the sole discretion to determine the allocation of the monies in both Actions. Upon entry
8 of this Decree, the EEOC shall provide in writing to Consolidated the specific monetary distribution
9 that is to be provided to the Charging Parties and their respective addresses to where the checks
10 should be delivered (the "**Distribution List**").

11 Monetary settlement is for emotional distress allegedly sustained by the Charging Parties as
12 a result of the conduct complained of in the Complaint. Accordingly, no withholdings shall be
13 made from any of the above payments. Defendant shall issue a check and 1099 form to the
14 Charging Parties no later than ten (10) days from the receipt of the Distribution List. Defendant
15 shall submit a copy of each check and related correspondence to the Regional Attorney, United
16 States Equal Employment Opportunity Commission, 255 East Temple Street, 4th Floor, Los
17 Angeles, CA 90012, within three (3) days of issuing the checks.

18 Defendant has not made any representations, warranties or guarantees regarding the taxable
19 or non-taxable character of the monies paid in accordance with this Agreement. The Charging
20 Parties shall be solely responsible for the employee's portion of taxes payable, if any, and
21 penalties arising out of payments made pursuant to this Decree, on their respective portion of
22 settlement proceeds reported in the 1099 tax reporting forms.

23 VII. INJUNCTIVE RELIEF

24 A. Non-Discrimination

25 Consolidated, its officers, agents, management, successors, assigns, and all those in active
26 concert or participation with any of them, hereby agree not to engage in discrimination in
27 recruitment, hiring, termination, or harassment based upon sex.

28 B. Anti-Retaliation

1 Consolidated, its officers, agents, management, successors, assigns, and all those in active
2 concert or participation with them, or any of them, hereby agree not to retaliate against any current
3 or former employee of Consolidated for: (a) engaging in protected activity under Title VII; (b)
4 participating in any manner in any investigation (including any internal investigation undertaken by
5 Consolidated) or proceeding relating to any alleged Title VII violation; (c) being identified as a
6 possible witness or claimant pertaining to any alleged Title VII violation; (d) asserting any rights
7 under this Decree; or (e) receiving any relief under this Decree.

8 C. Equal Employment Opportunity Consultant

9 Consolidated shall retain an Equal Employment Opportunity Consultant ("Consultant"), to
10 implement and monitor its compliance with Title VII and the provisions of this Decree.

11 The parties have agreed to an experienced employment attorney and trainer, who shall serve
12 as the Consultant for this Decree.

13 The Consultant's responsibilities shall include:

14 1. Reviewing and/or modifying Consolidated's policies and procedures to ensure equal
15 employment opportunity is afforded to women in the recruitment and hiring processes;

16 2. Ensuring effective investigations of and monitoring of harassment, discrimination, and
17 retaliation complaints; and

18 2. Ensuring effective training for (a) managerial employees on Consolidated's policies and
19 procedures against discrimination and retaliation and (b) supervisors and management on
20 recognizing discrimination and retaliation and responding to such complaints thereof.

21 D. Policies Concerning Discrimination, Harassment and Retaliation

22 Consolidated, shall review its existing policies addressing discrimination, harassment and
23 retaliation, maintain those policies and, if necessary, shall revise them to comply with the
24 requirements set forth below. The finalized policy shall, at a minimum, include:

25 1. A strong and clear commitment to a workplace free from discrimination,
26 harassment and retaliation;

27 2. A clear and comprehensive description of prohibited discrimination,
28 harassment and retaliation;

1 3. A description of the possible consequences, that will be imposed upon
2 violation of the policy against discrimination, harassment and retaliation;

3 4. A statement encouraging employees to come forward if they believe that they
4 have been discriminated against or harassed;

5 5. An assurance that persons who in good faith complain about discrimination
6 or harassment they experienced or witnessed will not be subject to retaliation;

7 6. A clearly described complaint process that provides accessible avenues of
8 complaint;

9 7. Assurance that the employer will protect the confidentiality of discrimination
10 complaints to the extent possible;

11 8. A complaint process that provides a prompt, thorough, and impartial
12 investigation;

13 9. A system for tracking and providing follow-up on complaints and/or inquiries
14 regarding discrimination and harassment;

15 10. Assurance that Consolidated will take immediate and appropriate corrective
16 action if it determines that discrimination or harassment have occurred;

17 11. The contact information, including name, address, and telephone number of
18 persons both internal (i.e., Consolidated's human resources personnel or managers) and external
19 (i.e., EEOC) to whom employees may report complaints of discrimination or harassment at any
20 time without fear of reprisal. The contact information shall be visibly posted in an area accessible
21 to all employees and placed in the employee handbook; and

22 12. A statement that Consolidated's policies with respect to discrimination,
23 harassment and retaliation apply to all third-parties that interact with Consolidated's employees.

24 A copy of the reviewed/revised policy in compliance with the above requirements shall be
25 submitted to the EEOC and distributed to all Consolidated's employees within sixty days of the
26 Effective Date, along with a memorandum notifying employees that the company is re-affirming
27 its policy that discrimination is prohibited. Consolidated will re-affirm these policies in a
28 meeting within the term of this Decree.

1 D. Recruiting and Hiring:

2 Consolidated shall endeavor to increase diversity, including the representation of women in
3 the workplace and will engage in recruitment activities in furtherance of that goal..
4

5
6 E. Training

7 1. Within sixty days of the Effective Date, Consolidated shall submit its
8 training materials on discrimination, harassment and retaliation to the EEOC.

9 2. Consolidated's managerial employees were required to attend training on
10 their obligations and responsibilities under Consolidated's policies and procedures and EEO laws.

11 Consolidated has committed to the following training sessions:

- 12 February 11, 2008: Tahiti Village Sales Management
13 February 21, 2008: Bermuda Management
14 February 27, 2008: Corporate Management
15 March 12, 2008: Tahiti Village Sales Management
16 March 14, 2008: Corporate Management
17 April 2, 2008: Hawaii Management
18 April 3, 2008: Hawaii Management
19 May 15 and 16, 2008: Media Management training

20 The training included how to recognize, prevent, and correct discrimination, harassment
21 and retaliation, and how to receive, investigate, and/or report to designated officials complaints of
22 discrimination, harassment or retaliation.
23

24 F. Neutral References

25 In the event that any prospective employers contact Consolidated inquiring into the
26 employment of the Charging Parties, Consolidated shall provide a neutral reference which includes
27 the following information: date of hire, position held, and date of departure. Consolidated shall
28 explain that its internal policy allows it to reveal only that information to prospective employers.

G. Posting

Within ten (10) business days after the Effective Date and throughout the term of this

1 Decree, Consolidated shall post a full-sized copy of the Notice attached hereto as Appendix A, in a
2 clearly visible location frequented by employees (e.g., breakrooms, locker rooms, etc.) at its
3 facility located at 5625 W. Tropicana Ave., Las Vegas, NV 89103.

4 H. Record Keeping and Reporting

5 1. Record Keeping

6 Consolidated shall maintain its record keeping procedure that provides for the centralized
7 tracking of complaints of discrimination and the monitoring of such complaints to prevent
8 retaliation. The records that it will continue to maintain during the period of this Consent Decree
9 shall include:

- 10 a. Discrimination, harassment and retaliation policies;
- 11 b. Complaint procedure;
- 12 c. All documents generated in connection with any complaint,
13 investigation into, or resolution of every complaint of discrimination or retaliation for the duration
14 of the Decree and the identities of the parties involved, including, but not limited to, the
15 complainant, alleged perpetrator, investigator(s), witness(es), and decision-maker(s);
- 16 d. All materials used in trainings; and
- 17 e. Attendance lists for all trainings.

18 The EEOC shall provide at least thirty (30) days notice to Consolidated to review the
19 foregoing documents if deemed necessary.

20 2. Reporting

21 Consolidated shall provide the written reports to the EEOC as follows:

- 22 a. Within ninety days after the Effective Date, Consolidated shall
23 submit to the EEOC an initial report which contains:
- 24 i. A copy of the finalized policy against discrimination,
25 harassment and retaliation;
- 26 ii. A summary of the procedures and record keeping methods for
27 handling, tracking, and monitoring of complaints of discrimination and retaliation; and
- 28 iii. A statement confirming that all employees have received the

1 revised policy.

2 iv. A brief description of all sex discrimination and/or retaliation
3 complaints made since the submission of the immediately preceding report required by this
4 Consent Decree (or the Effective Date, if it is the first report). This description shall include the
5 nature of the sex discrimination or retaliation based upon a complaint of sex discrimination
6 alleged, , the dates of the alleged acts of sex discrimination or retaliation and a brief summary of
7 how each complaint was resolved (if applicable).

8 b. Consolidated shall maintain the underlying documents, including all
9 notes applications, recruitment, and any other documents utilized for the Reports.

10 c. For each internal complaint, the report shall (i) summarize the nature
11 of the complaint, (ii) list the date the complaint was received, (iii) list the date the complaint was
12 resolved, (iv) summarize Consolidated's findings, and (v) summarize any corrective action and/or
13 discipline taken in response to the complaint.

14 d. The report shall enable the tracking of multiple complaints by or
15 against a single employee.

16 e. In conjunction with the report, a Human Resources representative at
17 the Director level or higher shall audit each internal complaint investigation to ensure that such
18 complaints were handled in accordance with Consolidated's internal policy for handling complaints
19 of sex harassment, discrimination and retaliation, especially with respect to multiple complaints
20 received regarding the same individual. The report shall include information on the results of the
21 audit.

22 f. Anna Y. Park and/or Peter F. Laura shall review the report on behalf
23 of the EEOC. If, after reviewing the report, they have concerns that Consolidated may have failed to
24 appropriately investigate or respond to an internal complaint, then they may request and review
25 particular documents related to such internal complaint. If Consolidated objects to all or part of any
26 such document request, then the parties shall utilize the dispute resolution process set forth in
27 Section IX .

1 VIII. MODIFICATION AND SEVERABILITY

2 A. This Decree constitutes the complete understanding of the Parties with respect to
3 the matters contained herein. No waiver, modification or amendment of any provision of this
4 Decree will be effective unless made in writing and signed by an authorized representative of
5 each of the Parties.

6 B. If one or more provisions of the Decree are rendered unlawful or unenforceable, the
7 Parties shall make good faith efforts to agree upon appropriate amendments to this Decree in order
8 to effectuate the purposes of the Decree. In any event, the remaining provisions will remain in full
9 force and effect unless the purposes of the Decree cannot, despite the Parties' best efforts, be
10 achieved.

11 C. By mutual agreement of the Parties, this Decree may be amended or modified in the
12 interests of justice and fairness in order to effectuate the provisions of this Decree.

13
14 IX. COMPLIANCE AND DISPUTE RESOLUTION

15 A. The Parties expressly agree that if the EEOC has reason to believe that Consolidated
16 has failed to comply with any provision of this Consent Decree, the EEOC may petition this Court
17 to enforce the Decree. Prior to initiating such petition, the EEOC will notify Consolidated's legal
18 department and its legal counsel of record, in writing, of the nature of the dispute. This notice shall
19 specify the particular provision(s) that the EEOC believes has/have been breached. Consolidated
20 shall have thirty days to attempt to resolve or cure the breach.

21 B. The Parties agree to cooperate with each other and use their best efforts to resolve
22 any dispute referenced in the EEOC notice.

23 C. After forty-five days have passed with no resolution or agreement to extend the time
24 further, the EEOC may petition this Court for compliance with this Decree, seeking all available
25 relief, including, but not limited to, the imposition of attorneys' fees and costs, if otherwise
26 allowed by law, and an extension of the term of the Decree for such period of time as Consolidated
27 is shown to be in breach of the Decree.

1 X. COSTS OF ADMINISTRATION AND IMPLEMENTATION OF CONSENT DECREE

2 Consolidated shall bear all costs associated with their obligations under this Consent Decree.

3 XI. COSTS AND ATTORNEYS' FEES

4 Each Party shall bear its own costs of suit and attorneys' fees.

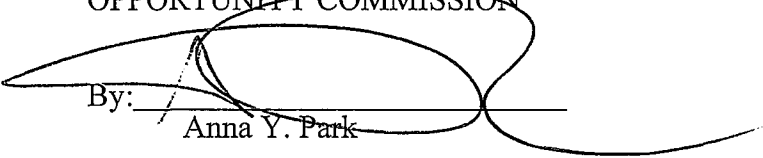
5 XII. COUNTERPARTS AND FACSIMILE SIGNATURES

6 This Decree may be signed in counterparts. A facsimile signature shall have the same force
7 and effect of an original signature or copy thereof.

8 Respectfully Submitted,

9
10 EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION


11 Date: 9-9-08

12 By:  _____
Anna Y. Park

13 Attorneys for Plaintiff
14 EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

15 LITTLER MENDELSON, P.C.

16 Date: 10/7/08

17 By:  _____
Patrick H. Hicks
Karyn M. Taylor, Esq.

18 Attorneys for Defendant
19 CONSOLIDATED REALTY, INC. and
20 CONSOLIDATED RESORTS, INC.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

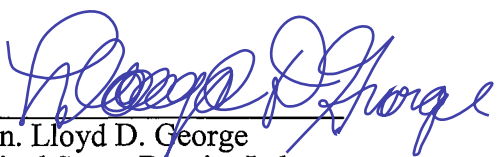
ORDER

GOOD CAUSE APPEARING,

The Court finds the Consent Decree resolves both Actions and is fair. The Court shall retain jurisdiction for the term of the Decree.

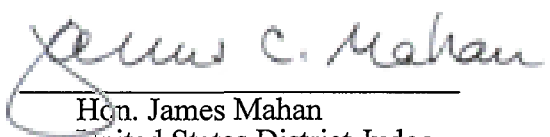
IT IS SO ORDERED.

Date: 14 Oct



Hon. Lloyd D. George
United States District Judge

Date: October 20, 2008



Hon. James Mahan
United States District Judge

Firmwide:84584353.1 052326.1001
4/2/08 10:49 AM

“EXHIBIT A”

“EXHIBIT A”

EXHIBIT "A"
NOTICE TO ALL EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC v. Consolidated Resorts, Inc., Case No. CV S-06-1104 LDG GWF; EEOC v. Consolidated Realty, Inc., Case No. CV S-06-00681 JCM LRL (District of Nevada), settling two lawsuits filed by the U.S. Equal Employment Opportunity Commission ("EEOC"). In its first suit, the EEOC alleged that Consolidated subjected a female employee to sexual harassment, in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). In its second suit, the EEOC alleged that Consolidated terminated a female employee because her gender, in violation of Title VII.

To resolve this lawsuit the parties have entered into a Consent Decree which requires Consolidated to:

- 1) provide monetary relief to two Charging Parties;
- 2) refrain from permitting or engaging in sex discrimination in the future;
- 3) hire an EEO consultant;
- 4) revise its policies;
- 5) provide periodic reports to the EEOC; and
- 6) provide annual training to its employees regarding employee rights and responsibilities under Title VII.

The EEOC enforces the federal laws against discrimination in employment on the basis of disability, race, color, religion, national origin, sex, pregnancy, and age. If you believe you have been discriminated against, you may contact the EEOC at:

EEOC/Las Vegas Local Office
333 Las Vegas Boulevard South, Suite 8112
Las Vegas, NV 89101
(702) 388-5099