



I.

**INTRODUCTION**

Plaintiff U.S. Equal Employment Opportunity Commission (the “EEOC” or “Commission”) and Defendants Golden West Advertising, Inc. (“Golden West”) and Nevada Advertising, LLC (“Nevada Advertising”) (collectively, “Defendants”) hereby stipulate and agree to the entry of this Consent Decree to resolve the EEOC’s Complaint, filed under Title VII of the Civil Rights Act, as amended, 42 U.S.C. section 2000e *et seq.* (“Title VII”). The EEOC’s Complaint alleges that Charging Party Kristine Cornejo was sexually harassed and was subjected to a hostile work environment on the basis of her sex (female) during her employment with Defendants. The Commission’s complaint further alleges that Defendants retaliated against Ms. Cornejo and against Charging Party Steven Peake after Ms. Cornejo complained about the sexual harassment and hostile work environment. Defendants deny these allegations.

II.

**PURPOSES AND SCOPE OF THE CONSENT DECREE**

A. The Parties to this Consent Decree (“Decree”) are the EEOC and Defendants. This Decree shall be binding on and enforceable against each Defendant and its officers, directors, agents, successors, and assigns. Each Defendant is responsible only for the performance of its own obligations under the Decree and is not responsible for the other Defendant’s performance of its obligations, or failure to perform its

obligations, under the Decree.

B. The Parties have entered into the Decree for the following purposes:

1. To provide the appropriate monetary and injunctive relief;
2. To ensure that Defendants' employment practices comply with federal law;
3. To ensure a work environment free from sex discrimination and retaliation;
4. To ensure training for Defendants' managers and employees with respect to their obligations under Title VII;
5. To provide an appropriate and effective mechanism for handling discrimination complaints in the workplace; and
6. To avoid expensive and protracted costs incident to this litigation.

C. This Decree is intended to resolve the disputed claims between the Parties. By agreeing to this Decree, Defendants do not admit to any violation of the law as alleged in the Complaint.

### **III.**

#### **RELEASE OF CLAIMS**

A. This Decree fully and completely resolves between Defendants and the EEOC all claims and allegations that are raised by the EEOC in the Complaint filed in the United States District Court, District of Nevada on September 29, 2006, captioned *U.S. Equal Employment Opportunity Commission v. Nevada Advertising, LLC; Golden West Advertising, Inc. and Does 1-10, Inclusive*, Case No. 3:06-CV-00519-LRH-RAM

(the "Complaint").

B. Nothing in this Decree shall be construed to preclude the EEOC from bringing suit to enforce this Decree in the event that Defendants hereto fail to perform the promises and representations contained herein.

C. Nothing in this Decree shall be construed to limit or reduce Defendants' obligation to comply fully with Title VII or any other federal employment statute.

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

#### IV.

##### **EFFECTIVE DATE AND DURATION OF DECREE**

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

B. Except as otherwise provided herein, the Decree shall remain in effect for three (3) years after the Effective Date.

#### V.

##### **MODIFICATION AND SEVERABILITY**

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

authorized representative of each of the parties.

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

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

## VI.

### JURISDICTION

A. The Court has jurisdiction over the Parties and the subject matter of this lawsuit. The Complaint asserts claims that, if proven, would authorize the Court to grant the equitable relief set forth in this Decree. The terms and provisions of this Decree are fair, reasonable, and just. 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.

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

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**VII.**

**COMPLIANCE AND DISPUTE RESOLUTION**

A. The Parties agree that if the EEOC has reason to believe that Defendant Golden West or Defendant Nevada Advertising has failed to comply with any provision of this Consent Decree, the EEOC may petition or may bring an action before this Court to enforce the Decree. Prior to initiating such petition or action, the EEOC will notify the Defendant believed to have failed to comply and its legal counsel of record, in writing, of the nature of the dispute. This notice shall specify the particular provision(s) that the EEOC believes has / have been breached. Absent a showing by either party that the delay will cause irreparable harm, the Defendant receiving the notice shall have thirty (30) days to attempt to resolve or cure the breach.

B. The Parties agree to cooperate with each other and use reasonable efforts to resolve any dispute referred to in the EEOC notice.

C. After thirty days have passed with no resolution or agreement to extend the time further, the EEOC may petition or bring an action before this Court for compliance with this Decree. The EEOC may seek all available relief, including, but not limited to, an extension of the terms of the Decree for such period of time as the Defendant is shown to be in breach of the Decree, and the imposition of attorneys' fees and costs incurred by the EEOC in securing compliance with the Decree.

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**VIII.**

**MONETARY RELIEF**

A. Defendants shall pay a total of fifty eight thousand, two hundred fifty dollars (\$58,250) to Charging Parties Kristine Cornejo and Steven Peake.

B. Within ten (10) business days after the Effective Date, Defendants shall send to each Charging Party Cornejo and Peake via certified mail, return-receipt requested, a cashier's check or money order for the amount due each individual. The EEOC will inform Defendants of the amount due each individual and the address to which each check or money order should be sent.

C. Defendants shall prepare and distribute Form 1099 or equivalent form(s) to Charging Parties. The monetary relief is deemed to be for compensatory damages.

D. On the same day as when the settlement cashier's checks or money orders and tax forms are sent to Charging Parties, each Defendant shall submit a copy of each check or order and related correspondence to Anna Y. Park, Regional Attorney, U.S. Equal Employment Opportunity Commission, 255 East Temple Street, Fourth Floor, Los Angeles, CA 90012.

**IX.**

**GENERAL INJUNCTIVE RELIEF**

A. **Anti-Discrimination Provision**

Defendants, their respective officers, agents, management (including all supervisory employees), successors, and assigns, hereby are enjoined from:

1. discriminating or harassing any person on the basis of his or her sex;
2. engaging in or being a party to any action, policy, or practice that is intended or is known to them to have the effect of harassing or intimidating any employee on the basis of sex; and
3. creating, facilitating, or permitting the existence of a work environment that is hostile to employees on the basis of sex.

**B. Anti-Retaliation Provision**

Defendants, their respective officers, agents, management (including all managerial employees), successors, and assigns, hereby are enjoined from engaging in, implementing or permitting any action, policy, or practice with the purpose of retaliating against any current or former employee or applicant because he or she has in the past or in the course of this action:

1. opposed any practice made unlawful under Title VII;
2. filed a charge of discrimination alleging such practice;
3. testified or participated in any manner in any investigation (including without limitation, any internal investigation undertaken by Defendants) or proceeding in connection with this case and/or relating to any claim of a Title VII violation;
4. was identified as a possible witness or claimant in this action; or
5. sought and/or received relief in accordance with this Decree.



C. **Posting of Notice**

Within ten (10) days after the Effective Date and throughout the term of this Decree, each Defendant shall post a full-sized copy of the Notice attached to the Decree as Attachment A, in a clearly visible location frequented by employees (i.e. break rooms or bulletin boards with other employee notices) in all its office(s) and facilities that are operational at any time during the term of the Decree.

D. **Revision of Policies and Procedures Concerning Discrimination and Harassment**

Within sixty days of the Effective Date, each Defendant shall review and, if necessary, revise its policy to ensure compliance with Title VII on sexual harassment and retaliation; and its procedures for handling complaints (“policy and procedures”).

The policy and procedures shall include:

1. a clear explanation of prohibited conduct;
2. an assurance that employees who make complaints about discrimination or provide information related to such complaints will be protected against retaliation;
3. a clearly described complaint process that provides accessible avenues of complaint against co-workers and supervisors;
4. an assurance that discrimination complaints will be handled confidentially to the extent possible;
5. a complaint process that provides a prompt, thorough, and

impartial investigation;

6. a procedure for communicating with the complainant in writing regarding the status of the complaint / investigation, results of the investigation, and whether or not any remedial action was taken;

7. assurance that Defendant will take immediate and appropriate corrective action when it determines that discrimination and/or retaliation has occurred.

E. **Distribution of Defendant's Policies and Procedures Concerning Discrimination and Harassment**

1. Within thirty (30) days of developing and/or revising its policies and procedures so that they are in accordance with paragraphs D(1-7) of this Decree, each Defendant shall post for the duration of the Decree a full-sized copy of the revised policy and procedures in a clearly visible location frequented by employees (i.e. break rooms or bulletin boards with other employee notices) in all office(s) and facilities operational at any time during the term of the Decree.

2. Within thirty (30) days of developing and/or revising its policies and procedures per paragraphs D(1-7), each Defendant shall distribute the policies and procedures to all employees employed at their offices and facilities operational during the term of the Decree; and shall maintain acknowledgments from each employee who receives the revised policy and procedures.

3. Each Defendant is to confirm in writing to the EEOC that it has posted and distributed the policies and procedures to its employees within five (5) days

of posting and distribution.

4. For the remainder of the term of this Decree, all new employees shall receive within five days of hire Defendant's policy and procedures. Each new hire shall be provided with an in-person overview of the policy and procedures with an individual responsible for performing Defendant's human resources functions.

5. For the remainder of the term of this Decree, all employees promoted from non-managerial to managerial positions shall receive within five days of promotion any policy and procedures that are applicable only to managerial employees; and shall be provided with an in-person overview of the management-only policy and procedures with an individual who is responsible for Defendant's human resources functions.

F. **Training**

1. Within ninety (90) days after the Effective Date, each Defendant shall provide a training of at least one and one-half hours in duration on its revised policy against sex-based discrimination, sexual harassment and retaliation and complaint procedures ("policy and procedures") to its managerial and human resources employees. Each Defendant shall provide a separate training of at least one hour in duration for its non-managerial employees. The employees to be trained under this section are those who work at all office(s) and facilities operational at any time during the term of the Decree.

2. The training to be provided shall include the subjects of equal

employment opportunity rights and responsibilities, Defendant's policy against sexual harassment and retaliation, and Defendant's procedures for reporting and handling complaints of discrimination.

3. The training of managerial employees shall include, in addition, training on how to receive, investigate, or report to designated officials complaints of discrimination, and how to take preventive and corrective measures against discrimination.

4. Each Defendant shall videotape or otherwise make an audio/visual record of each training described in paragraphs F(1)-(3). Any employee who misses a training session shall watch the recorded training within 30 days of the live session. Any employee hired after the training, during the term of the Decree, shall watch the recorded session within 10 days of hire.

5. Annually, Defendants shall each conduct a one and one-half hour refresher training on its policy and procedures for its managerial employees, and a separate, one-hour refresher training for its employees. The employees to be trained under this section are those who work at all office(s) and facilities operational at any time during the term of the Decree.

## **X.**

### **RECORD KEEPING AND REPORTING**

#### **A. Record Keeping**

Each Defendant shall establish a record-keeping procedure that provides for the

centralized tracking of sexual harassment complaints and the monitoring of such complaints to prevent retaliation. The records to be maintained shall include:

1. All documents generated in connection with any complaint, investigation into, or resolution of every complaint of discrimination, harassment, and retaliation for the duration of the Decree and the identities of the parties involved;
2. All forms acknowledging each employee's receipt of Defendant's revised discrimination and sexual harassment policy;
3. All materials distributed at each training required under this Decree;
4. A list of the dates of the trainings required under this Decree that shows the names and positions of all attendees for each one;
5. All revisions to Defendants' policies and procedures.

Each Defendant shall make the records aforementioned in paragraphs 2-5 available to the Commission within ten (10) business days following a written request by the Commission.

B. **Reporting**

Each Defendant shall provide the following reports to the Commission in writing, by mail or facsimile:

1. Within fifteen (15) days of developing and/or revising its policies and procedures so they are in accordance with paragraphs D(1-7) of this Decree, each Defendant shall provide the Commission with a copy of the revised policy and

procedures against sexual harassment and retaliation and complaint procedures (“policy and procedures”);

2. Within ninety (90) days after the Effective Date, each Defendant shall submit to the Commission an initial report which contains:

a. A copy of the revised policy and procedures against sexual harassment and retaliation and complaint procedures (“policy and procedures”) distributed to its employees;

b. The policy and procedures and record-keeping methods developed for centralized tracking of sexual harassment complaints and the monitoring of such complaints, as set forth in Section X; and

c. A statement confirming that the required notices pertaining to this Decree and the revised discrimination and sexual harassment policy and procedure have been posted.

3. Each Defendant shall also provide a subsequent Status Report every six months thereafter for the first two years of the Decree. Each Defendant shall also provide a final Status Report sixty (60) days before the termination of the Decree. Each Status Report shall include the following:

a. Acknowledgments of receipt of the revised discrimination and harassment policy for all employees hired during the previous six months;

b. A description of all sexual harassment and/or retaliation complaints made to each Defendant since the submission of the immediately preceding

report hereunder. This description shall include the names of the individuals alleging discrimination, harassment, and retaliation, the nature of the harassment or retaliation, the names of the alleged perpetrators of the harassment or retaliation, the dates of the alleged harassment or retaliation, a brief summary of how each complaint was resolved, and the identity of the person(s) who investigated or resolved each complaint. If no results have been reached as of the time of the report, the result shall be included in the next report:

c. A list of those individuals who viewed a videotaped training session;

4. The Commission may request in writing for additional information and/or the investigative file of the complaints and investigation reported in the status report. Within thirty days of the receipt of the Commission's request for additional information and/or the investigative file(s), the Defendant is to provide the requested information and/or investigative file(s) or to provide its reasons for not disclosing the information and/or investigative file(s). The Parties will use their reasonable efforts to resolve any disputes over the disclosure of information; any disputes under this section that cannot be resolved by the Parties' reasonable efforts will be brought before this Court, pursuant to Section VII of this Decree.

5. Each Defendant shall provide a report to the Commission detailing any changes of the procedures or record keeping methods for centralized tracking of sexual harassment complaints and the monitoring of such complaints thirty (30) days

before implementing such changes.

6. Within sixty (60) days after the Effective Date, each Defendant shall provide to the EEOC a description of the training to be provided as described in Section F.

7. For any training to be provided through the Consent Decree, each Defendant is to provide written notice of the live training's date, time, and location to the Commission at least ten (10) days prior to the date of each training. Defendants further agree that the EEOC may send a representative to attend any such training.

8. Within thirty (30) days after each training, Defendant shall provide to the EEOC with (1) a confirmation that the training took place; (2) the materials used during the training; and (3) the attendance records of each training, as well as a list of individuals employed at that time.

**XI.**

**COSTS OF ADMINISTRATION AND IMPLEMENTATION**

**OF THE CONSENT DECREE**

Each Defendant shall bear all costs associated with its administration and implementation of its obligations under this Decree.

**XII.**

**COSTS AND ATTORNEYS' FEES**

Each party shall bear its own costs of suit and attorneys' fees incurred by the

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entry of this Decree and in connection with the litigation.

PLAINTIFF U.S. EQUAL  
EMPLOYMENT  
OPPORTUNITY COMMISSION

Dated: September 14, 2007

By s/ Anna Y. Park  
Anna Y. Park  
Regional Attorney  
Karen E. Nutter  
Trial Attorney  
U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

DEFENDANT GOLDEN WEST  
ADVERTISING, INC.  
FISHER & PHILLIPS

Dated: September 12, 2007

By s/ Scott Mahoney  
Scott Mahoney  
Attorney for Defendant Golden West  
Advertising, Inc.

DEFENDANT NEVADA  
ADVERTISING, LLC  
VICTOR BUNITSKY


Dated: September 12, 2007

By s/ Victor Bunitsky  
Victor Bunitsky  
Attorney for Defendant Nevada  
Advertising, LLC

~~1740674~~ **ORDER**

The provisions of the foregoing Consent Decree are hereby approved and in compliance with all provisions thereof, as hereby ordered.

Date: 9/21, 2007

By   
Honorable Larry R. Hicks  
United States District Court Judge