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U.S. DISTRICT COURT
DISTRICT OF NEVADA
ENTERED & SERVED
OCT - 1 2003
CLERK, U.S. DISTRICT COURT
DEPUTY

ORIGINAL

Attorneys for Plaintiff,
U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

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U.S. DISTRICT COURT
DISTRICT OF NEVADA
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LANCE S. WILSON
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BY
DEPUTY

Attorney for Defendant.

**UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA**

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

Plaintiffs,

v.

PEPPERMILL HOTEL & CASINO

Defendant.

Case No.

CONSENT DECREE; ORDER

CV-N-03-0524-HDM-RAM

By and Through their undersigned counsel, the parties agree as follows:

THE LITIGATION

1. The U.S. Equal Employment Opportunity Commission (the "Commission") has instituted in the United States District Court for the District of Nevada, a lawsuit entitled "U.S. Equal Employment Opportunity Commission vs. Peppermill Hotel & Casino," (hereinafter "the Settled

1 Action”) alleging that Defendant failed to hire the Charging Party, Ivy Walker, and failed to keep
2 records, in violation of Title VII of the Civil Rights Act of 1964. Defendant denies that it violated
3 any law or has engaged in any wrongdoing.

4 2. The Commission and Peppermill Hotel & Casino (“Peppermill”) desire to bring the
5 Settled Action to a conclusion and to avoid incurring further costs and burdens incident to this
6 litigation. The Commission and Peppermill have agreed that the Settled Action should be resolved
7 by entry of this Consent Decree (“Decree”).

8 3. This Settlement is final and binding upon the Commission and Peppermill as to all claims
9 alleged in the Complaint filed in the Settled Action.

10 4. Having examined the terms and provisions of the Decree and the pleadings, records and
11 stipulations of the parties in the Settled Action, the parties stipulate to the following:

12 A. The Court has jurisdiction over both the subject matter of the Settled Action and
13 the parties to the Settled Action.

14 B. The terms and provisions of this Decree are fair, reasonable and just. The rights
15 of the Peppermill, the Commission and the Charging Party are adequately protected
16 by this Decree.

17 **THE PARTIES HEREBY STIPULATE AS FOLLOWS:**

18 5. Peppermill agrees to tender a check of 5,000.00 dollars and no cents (\$5,000.00) to Ivy
19 Walker at the address provided by the EEOC made payable to Ivy Walker within ten (10) business
20 days after this Decree has been entered. Within ten (10) business days of the entry of this Decree a
21 copy of the check sent pursuant to this paragraph shall be submitted, with a copy of a 1099 or
22 equivalent form, to the Regional Attorney, Equal Employment Opportunity Commission, Los
23 Angeles District Office, 255 East Temple Street, 4th Floor, Los Angeles, California, 90012.

24 6. In exchange for the payment in Paragraph 5, Ivy Walker will sign a Release of All Claims
25 with language mutually agreeable to the parties.

26 7. Peppermill shall continue to submit annual EEO-1 reports pursuant to applicable law, and
27 shall maintain supporting documentation as required by applicable law, and shall maintain
28 employment applications and resumes as required by applicable law.

1 8. Peppermill shall comply with all of the obligations imposed by Title VII of the Civil
2 Rights Act of 1964.

3 9. For a period of eighteen (18) months following entry of this Consent Decree, Peppermill
4 shall maintain and make available for inspection and copying by the EEOC records (including name,
5 social security number, address, telephone number, details of complaint of discrimination, details of
6 all actions taken in response to the complaint of discrimination) of each person who complains of
7 discrimination and files an Administrative Charge of Discrimination with the EEOC or the Nevada
8 Equal Rights Commission.

9 10. Peppermill shall make all documents or records referred to in paragraph 8, above,
10 available for inspection and copying within five (5) business days after the EEOC so requests. In
11 addition, Peppermill shall make available all persons within its employ whom the EEOC requests for
12 purposes of verifying compliance with this Consent Decree and shall permit a representative of the
13 EEOC to enter its respective premises for such purposes on five (5) business days' advance notice by
14 the EEOC. The Peppermill shall be entitled to have counsel present at all such interviews, which
15 will be scheduled on mutually convenient dates if there is a conflict in dates.

16 11. Nothing in this Consent Decree shall be construed to limit any obligation Peppermill
17 may otherwise have to maintain records under Title VII or any other law or regulation.

18 12. The duration of this Decree shall be eighteen months from the date of entry. The terms
19 of this Decree are and shall be binding upon the present and future officers, directors, employee,
20 agents, trustees, administrators, successors, representatives and assigns of Peppermill.

21 13. The Commission and Peppermill agree that each will bear its own court costs and
22 attorney's fees.

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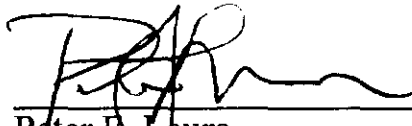
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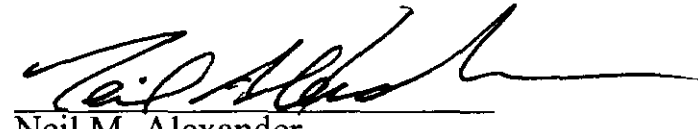
1 14. If any provision of this Decree is held, determined or adjudicated to be invalid,
2 unenforceable or void for any reason whatsoever, each such portion, provision or part shall be
3 severed from the remaining portions, provisions or parts of this Decree and shall not affect the
4 validity or enforceability of such remaining portions, provisions or parts.

5 Dated: 9/19, 2003

Agreed to for Plaintiff,
U.S. Equal Employment
Opportunity Commission

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7
8 
9 Peter F. Laura
Senior Trial Attorney

10
11 Dated: 9/22, 2003

12 
13 Neil M. Alexander
LITTLER MENDELSON
A Professional Corporation
Attorneys for Defendant

14
15 IT IS SO ORDERED.

16 Dated: September 30, 2003

17 
U.S. District Court Judge

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