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Robinson, J

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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EQUAL EMPLOYMENT OPPORTUNITY :
COMMISSION, :
Plaintiff, :
 :
-against- : 04-CV-6198
 : (SCR) (LMS)
HEATHER'S HOSPITALITIES, INC., :
d/b/a HEATHER'S OPEN CUCINA :
AND LUSHANE'S RESTAURANTS, :
 :
Defendants. :
-----X

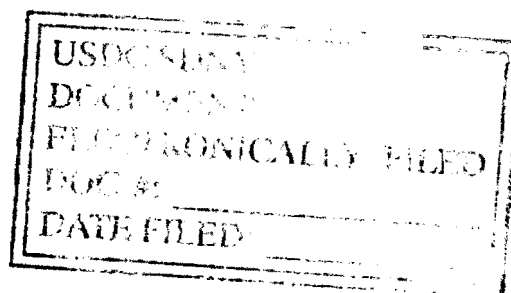
CONSENT DECREE

The parties to this Consent Decree are the Equal Employment Opportunity Commission (EEOC) and Defendants Heather's Hospitalities, Inc. d/b/a/ Heather's Open Cucina and Lushane's Restaurants (Defendants).

The EEOC brought this action on August 11, 2004, pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. ("Title VII") and the Civil Rights Act of 1991, 42 U.S.C. § 1981A. EEOC alleged that Rebecca Desselle was sexually harassed by Defendants and that as a result of Defendants' discrimination, the conditions of employment were so intolerable that Rebecca Desselle was forced to resign.

The parties desire to settle this action, and therefore stipulate and consent to the entry of this Decree as final and binding between the parties and their successors or assigns.

The parties agree that this Decree may be entered into without Findings of Fact and Conclusions of Law being made and entered by the Court. No waiver, modification or amendment of any provision of this Consent Decree shall be effective unless made in writing or



stated on the record in open court, approved by all parties to this Consent Decree and approved or ordered by the Court.

In consideration of the mutual promises and agreements contained in this Decree, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and it is therefore ORDERED, ADJUDGED AND DECREED that:

GENERAL PROVISIONS

1. This Decree resolves all allegations raised in EEOC Charge Number 160-2003-00248 and in the complaint filed by EEOC in this matter. This Decree in no way affects EEOC's right to process any other pending or future charges of discrimination that may be filed against Defendants and to commence civil action on any such charges as EEOC sees fit.

2. The Court has jurisdiction over the subject matter of this action and the parties to this action, venue is proper, and all administrative prerequisites have been met.

3. No party shall contest the validity of this Decree or the jurisdiction of the federal district court to enforce this Decree and its terms.

4. The parties desire to settle this action, and therefore do hereby stipulate and consent to the entry of this Decree as final and binding between the parties and their successors, assigns, subsidiaries, affiliates, and any other corporation or other entity into which Defendants may merge or with which they may consolidate. Defendants shall provide notice and a copy of this Decree to any successors, assigns, subsidiaries, affiliates, and any other corporation or other entity into which Defendants may merge or with which they may consolidate.

MONETARY RELIEF

5. Defendants agree to pay \$50,000 in settlement of this matter to Rebecca Desselle, including \$3,046.02 for back pay, \$30,000 for compensatory damages, and \$16,953.98 for Rebecca Desselle's attorney's fees and costs as follows:

a. Upon execution by the parties of this Consent Decree, Defendants will pay \$30,000, in two certified or teller's checks or money orders, made payable as follows: Rebecca Desselle, \$20,000.00; Michael R. Scolnick, P.C., \$10,000.00;

b. Defendants will pay the remaining sum of \$20,000 in monthly installments totaling \$2,500 (each to be in the form of two certified or teller's checks or money orders, made payable as follows: Rebecca Desselle, \$1662.00; Michael R. Scolnick, P.C., \$838.00); each installment to be received by Michael R. Scolnick, P.C. by May 17, 2007, June 17, 2007, July 17, 2007, August 17, 2007, September 17, 2007, October 17, 2007, November 17, 2007 and December 17, 2007.

6. All payments shall be in the form of certified or teller's check or money order payable to Rebecca Desselle or Michael R. Scolnick, P.C. as specified above, and shall be sent by certified mail, return receipt requested, addressed to Michael R. Scolnick, P.C., 175 Burrows Lane, Blauvelt, New York, 10913, or at such other address as may, from time to time, be designated in writing by Michael R. Scolnick. Defendants shall issue appropriate tax forms. Upon issuance, copies of each check and appropriate tax forms shall be forwarded by defendant to EEOC, 33 Whitehall St., 5th Floor, New York, New York, 10004-2112, attention Trial Attorney Monique J. Roberts.

7. In the event that any payment or installment herein shall remain unpaid for 21 days past its due date, then the entire unpaid balance together with interest under 28 U.S.C. §1961, legal fees and collection costs, plus the liquidated sum of ten thousand (\$10,000) dollars, shall be immediately due and owing, and shall be enforceable under this Decree.

INJUNCTIVE RELIEF

8. **Non-discrimination**

a. Defendants and their agents are enjoined from discriminating against any individual because of her or his sex in violation of Title VII.

b. Defendants and their agents are enjoined from retaliating against any individual for asserting rights under Title VII, including but not limited to filing a charge, providing assistance or evidence or testifying in the investigation or litigation of this or any other charge of discrimination, or for asserting her or his rights under Title VII.

9. **Policies and Procedures**

a. Within 10 days of the entry of this Decree, Defendants will implement and maintain the written policies and procedures prohibiting employment discrimination and retaliation attached hereto as Exhibit A.

b. Defendants will distribute a copy of the written policies and procedures described in paragraph 9 (a) above to all of their employees within 10 days of the entry of this Decree, and shall distribute a copy of the written policies and procedures to all employees hired thereafter within five days of the commencement of their employment.

10. **Training**

a. Within 30 days of the entry of this Decree, Defendants will provide two hours of anti-discrimination training, including training regarding sexual harassment and retaliation, for all non-management employees, and will provide four hours of anti-discrimination training, including training regarding retaliation, for all their owners, managers, supervisors, and house managers. The training sessions shall be conducted by Stan Jacoby and will cover the materials attached as Exhibit B.

b. Defendants will thereafter provide one hour of anti-discrimination training for employees and two hours of training for managers as outlined in paragraph 10(a) every twelve months for the duration of this Decree. This training shall reiterate, explain and answer questions about Defendants' policy prohibiting harassment and discrimination.

c. Attendance sheets or records containing, but not limited to, the dates of attendance, name of attendees, identity of instructor, and agendas for the training provided in paragraph 10 shall be maintained at the location where each employee's personnel file is kept.

11. **Monitoring**

a. Defendants will provide EEOC with a list of all complaints of sex discrimination, harassment or retaliation, either formal or informal, including a summary of the steps taken during the investigation, the results of the investigation, and any disciplinary action taken. Defendants shall provide this summary every six months after the date of entry of this Decree and continuing throughout the duration of this Decree; and,

b. Defendants will forward to EEOC any and all attendance sheets or records containing, but not limited to, the dates of attendance, name of attendees, identity of instructor,

and agendas for the training every six months commencing from the date of entry of this Decree and continuing throughout the duration of this Decree.

c. EEOC may monitor Defendants' compliance with this Decree through the unannounced inspection of Defendants' premises, records and interviews with employees at reasonable times. Defendants shall make available for inspection and copying any records reasonably related to any of these areas.

12. **Postings**

a. Within 10 days of the entry of this Decree, Defendants shall conspicuously post and maintain in all of Defendants' facilities, in the form and with the content specified in Exhibit C hereto.

b. Defendants shall also display the EEOC poster, as required by federal law, outlining all applicable EEO-laws at all restaurants owned and operated by _____.

13. This Decree constitutes the complete understanding among the parties regarding this Consent Decree.

14. This Decree will remain in effect for five years from the date of entry. The Court shall retain jurisdiction over this action during the duration of the Decree. The matter may be administratively closed but shall not be dismissed during the duration of the Decree. Within 30 days after the date set for the expiration of the Decree, the parties shall submit a stipulation of dismissal to the Court.

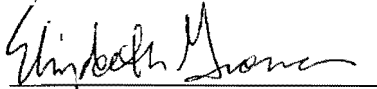
SO ORDERED, ADJUDGED AND DECREED this _____ day of _____, 2007.

U.S. District Court Judge

Case Closed

APPROVED IN FORM AND CONTENT:

FOR THE EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION



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Dated: 5/3/07

FOR DEFENDANTS HEATHER'S
HOSPITALITIES, INC., d/b/a
HEATHER'S OPEN CUCINA AND
LUSHANE'S RESTAURANTS



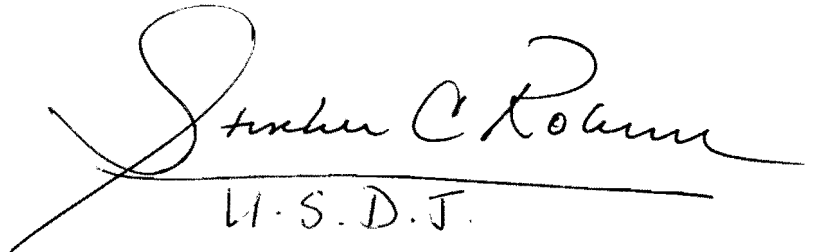
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Henry Hovorka, as CEO of
Heather's Hospitalities, Inc. d/b/a Heather's
Open Cucina and Lushane's Restaurants

Dated: 4-25-07

So ORDERED:


U.S.D.J.

7 DATED: 6/14/07