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O/E

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

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EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

-against-

MR. GOLD, INC. d/b/a LA PIAZZA,

Defendant.

Civil Action No. CV-03-2900  
(ADS)(ARL)

-----X  
KIM RICO, SUSAN MULLAGAN,  
BARBARA MARION and NATALIA PUTERI,

Plaintiff-Intervenors,

-against-

MR. GOLD, INC. d/b/a LA PIAZZA,

Defendants.

**CONSENT DECREE**

The parties to this Consent Decree are the Equal Employment Opportunity Commission (hereafter "EEOC"); and Mr. Gold, Inc. d/b/a La Piazza (hereinafter "Defendant" or "La Piazza").

The EEOC brought this action on June 12, 2003, 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. The EEOC alleges that Barbara Marion, Susan Mullagan, Natalia

Puteri, Kim Rico (hereinafter "Charging Parties") and other similarly situated employees were sexually harassed by Defendant and retaliated against for complaining about the harassment. In addition, EEOC also alleges that these employees have been discriminated against in other terms and conditions of employment based on their sex. Finally, EEOC alleges that, as a result of Defendant's discrimination, the conditions of employment have been made so intolerable that female employees have been forced to resign. The Defendant denies these allegations.

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 Decree resolves all matters related to Civil Action No. CV-03-2900, now pending in the United States District Court for the Eastern District of New York. 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, 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:

1. This Consent Decree resolves all issues raised in EEOC Charge Numbers 160-A2-00714, 160-A2-00715, 160-A2-00716, 160-A2-00717 and all issues that were raised in the complaint filed by EEOC. The Decree does not resolve any charge of discrimination currently pending before EEOC, or any charge that may be filed in the future, except for the above-referenced charges that served as the jurisdictional prerequisite in this case.

2. The parties agree and the Court finds that this Court has jurisdiction over the subject matter of this action and the parties to this action, that venue is proper, and that all administrative prerequisites have been met. No party shall contest the validity of this Decree or the jurisdiction of the federal district court to enforce this Decree and its terms.

3. This Decree is issued with consent of the parties.

4. The Parties agree that this Consent Decree constitutes the complete agreement between EEOC and Mr. Gold, Inc. d/b/a La Piazza with respect to the matters referred to herein. No waiver, modification or amendment of any provision of this Consent Decree shall be effective unless made in writing, approved by all Parties to this Decree and approved or ordered by the Court.

5. The provisions set forth in this Decree apply to any and all Mr. Gold, Inc. restaurants throughout the duration of this Decree.

6. **Non-discrimination**

A. During the four (4) year duration of this Decree, Defendant is enjoined from discriminating against any individual because of her sex in violation of Title VII.

B. During the four (4) year duration of this Decree, Defendant, is enjoined from discriminating against any individual for asserting rights under Title VII.

Defendant further agrees not to retaliate against any individual for 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.

7. **Monetary Relief**

A. In settlement of this dispute, Defendant agrees to pay \$247,500, including attorneys fees as agreed to by Charging Parties and Defendant, to the following as designated:

Barbara Marion:	\$54,166.67
Susan Mullagan:	\$54,166.67
Natalia Puteri:	\$54,166.00
Kim Rico:	\$10,000.66
Karen Daniels:	\$15,000.00
Stephanie Ditmeier:	\$15,000.00
Kim Gallagher:	\$15,000.00
Laura Kolonics:	\$15,000.00
Nicola Picolo:	\$15,000.00

B. The monetary settlement, as described in Paragraph 7 herein, shall be in the form and manner as agreed to by the Defendant and Charging Parties. The monetary settlement to Karen Daniels, Stephanie Ditmeier, Kim Gallagher and Laura Kolonics, shall be made by check, sent by certified mail, return receipt requested, within 180 days of the execution of this Consent Decree, and an IRS Form 1099 shall be issued in connection with these checks, which are for compensatory damages in settlement of this above-referenced action, for which Ms. Daniels, Ms. Ditmeier, Ms. Gallagher, and Ms. Kolonics shall be responsible for any and all taxes owed on these monies; copies of each check upon issuance shall be forwarded to the EEOC, 33 Whitehall St., 5th Floor, New York, New York, 10004-2112, attention Trial Attorney Monique Roberts.

8. **Policies and Procedures**

A. Defendant shall adopt policies and procedures, including reporting procedures, regarding its prohibition of discrimination and how it will handle problems

concerning employment discrimination, including harassment and retaliation, at its restaurants; these policies and procedures will include the following:

1) A complaint form for employees believing they are or have been subjected to incidents of harassment, discrimination and/or retaliation, to report any such incidents.

a) This complaint form, which shall be made available to all Defendant employees, shall include places for reporting: the identity of the alleged harasser; approximately when and where the alleged discrimination occurred; the identity of witnesses, if any; and a description of the alleged acts of harassment, retaliation or other discrimination (hereinafter "discrimination" shall be inclusive of harassment and retaliation);

b) Although the form described in the foregoing paragraph shall be made available to all employees, a complaint of discrimination may be made in any form, such as verbally or by e-mail; a complaint or report of discrimination made in any form shall be treated by Defendant in the manner described below, and which will also be outlined in Defendant's policies and procedures regarding discrimination;

c) Within ten (10) days from the time a report of discrimination is received by Defendant, Defendant shall conduct an investigation as described below, and which will also be outlined in Defendant's policies and procedures regarding discrimination;

2) Defendant's Guidelines will include, in its policies and procedures regarding sexual harassment and other forms of discrimination, to assist Defendant in conducting thorough investigations of complaints of discrimination. The Guidelines for such investigation

shall describe the following: who should be interviewed; how to evaluate the credibility of interviewees, especially when there is no witness to the discriminatory conduct; what steps to take when more than one person alleges that he/she has been harassed and/or retaliated against by the same person; what facts are important to obtain prior to a decision being made regarding the complaint; how to evaluate facts and make a finding regarding the validity of a complaint of harassment or retaliation; and the appropriate remedy and/or disciplinary action to be taken;

3) Defendant will record actions taken during or as a result of an investigation of an harassment or retaliation complaint, including preserving interview notes that are to be written up and/or typed and reviewed by the person(s) interviewed, who shall be allowed to modify any statements not correctly recorded and initial those changes. Said notes, in either written or typed form, shall be kept at Defendant's Administrative or main office where personnel documents or files are kept. A log of all action taken should be maintained, including: the identity of the interviewer(s), complainant(s), other person(s) known to have participated in or have knowledge of the investigation and/or incidents; the identity of person(s) responsible for making decisions regarding actions to take resulting from the findings of the investigation; what actions were in fact taken; and relevant dates;

4) A report shall be made from information gathered from interviews which will be kept in the appropriate files with the corporate official responsible for Human Resources or personnel for Defendant; and

5) A copy of Defendant's policies and procedures containing the above listed provisions shall be submitted for approval to the EEOC within thirty (30) days of entry of this Decree. Once approved, these policies and procedures will be distributed by

Defendant to its employees, including all restaurant personnel, within 10 days of EEOC approval or within ten (10) days of a new employee's hire. If an employee can only read in Spanish, these policies and procedures shall be given to them in Spanish.

B. Defendant, will appoint a person to be its Human Resources Officer ("HRO"). Within twenty (20) days of entry of this Decree.

1) The HRO is to receive, investigate and resolve all complaints of discrimination, including, but not limited to, harassment based on sex and any complaint of retaliation. The HRO is to promulgate and promote Defendant's newly created anti-discrimination policy and to train (or arrange for the training of) all employees about the anti-discrimination policy and the laws described therein.

2) All complaints to the HRO are to be confidential.

3) The HRO is to retain reports and documents of all investigations conducted and any findings and/or resolutions thereto. The complainant will receive a brief summary of said findings and/or resolutions.

9. **Training**

A. Defendant, within three (3) months of the entry of this Decree, will provide three (3) hours of anti-discrimination training, including sexual harassment and retaliation, for all non-management employees in its restaurants.

B. Defendant, within three (3) months of the entry of this Decree, will also provide five (5) hours of anti-discrimination training, including sexual harassment and retaliation, for all managers and supervisors in its restaurants.

C. Within thirty(30) days after the execution of this Decree, Defendant shall submit for approval to the EEOC a copy of the curriculum, agenda, address and curriculum vitae (or other information) regarding the trainers, and all training materials to be relied upon or presented at the training sessions. The EEOC will approve and notify Defendant of its approval of the submitted documents within fifteen (15) business days of receipt. Defendant will obtain training by an outside agency or individual, i.e. no entity or individual involved in any way in this matter.

D. The first training session for employees and/or managers shall commence within fifteen (15) days after the EEOC approves the material submitted for approval under ¶8(c). Newly hired, transferred, and/or promoted employees and managers must undergo such training within fifteen (15) days of the date of hire or promotion to a management position.

E. 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 ¶8(d) shall be maintained at the location where each employee's personnel file is kept; and,

F. Defendant will provide ongoing anti-discrimination training for all employees including managerial staff once every year for the duration of this Consent Decree. This reminder training shall reiterate, explain and answer questions about LaPiazza's policy prohibiting harassment and discrimination.

10. **Monitoring**

A. Defendant agrees to provide the EEOC with a list of all complaints, as described in ¶8 (A)(1)(a) 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. Defendant shall provide this summary every six months after the date of entry of this Consent Decree and continuing throughout the duration of this Decree; and,

B. Defendant further agrees to forward to the EEOC any and all attendance sheets or records, described in ¶8(E) containing, but not limited to, the dates of attendance, name of attendees, identity of instructor, and agendas for the training twice yearly commencing from the date of entry of this Consent Decree and continuing throughout the duration of this Decree.

11. **Postings**

A. Defendant shall, within fifteen (15) days after entry of the Consent Decree, and continuing for the duration of the Decree, conspicuously post and maintain in all restaurants in the Tri-State Area, (including all places where employee notices are posted), a copy of the Notice of Lawsuit and Settlement, in the form and with the content specified in Exhibit A hereto.

B. Defendant shall also display the EEOC poster, as required by federal law, outlining all applicable EEO-laws at all restaurants owned and operated by Louis Branchinelli.

12. This Decree constitutes the complete understanding among the parties regarding this Consent Decree. No other promises or agreement shall be binding unless agreed to in writing and signed by these parties.

13. This Decree will remain in effect for four (4) years from the date of entry.

SO ORDERED, ADJUDGED AND DECREED this 20<sup>th</sup> day of NOV., 2004.

U.S. District Court Judge  
*Arthur D. Spatto, USDC*

APPROVED IN FORM AND CONTENT:

FOR THE EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

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FOR LaPIAZZA

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*Louis Branchinelli*  
Louis Branchinelli, Owner  
La Piazza

*Mr. Howard*  
MOVANT'S COUNSEL IS DIRECTED TO SERVE A  
COPY OF THIS ORDER ON ALL PARTIES UPON  
RECEIPT.