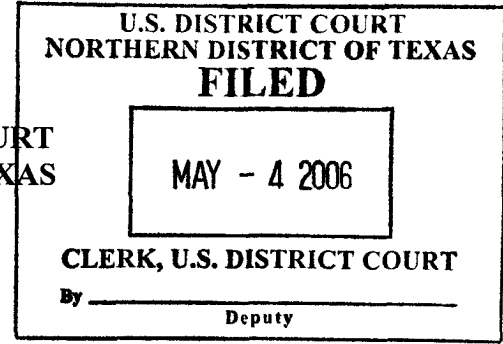


ORIGINAL



**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

**EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,**

**Plaintiff,**

**v.**

**F & N HOLDINGS, L.L.C. d/b/a  
CLUB UROPA,**

**Defendant.**

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**Civil Action No. 3:05-CV-1911-BD (L)**

**CONSENT DECREE**

The parties to this Consent Decree are the Plaintiff, United States Equal Employment Opportunity Commission (“EEOC”), and Defendant, F&N Holdings, LLC d/b/a Club Uropa (“Club Uropa”). This Consent Decree resolves the allegations raised by the EEOC in the above-referenced Civil Action No. 3:05-CV-1911-BD (L). The EEOC initiated this lawsuit under Title VII of the Civil Rights Act of 1964, as amended and Title I of the Civil Rights Act of 1991, to correct alleged unlawful employment practices on the basis of sex, female, and retaliation, and to provide appropriate relief to Amy Napier and other similarly situated individuals who were allegedly adversely affected by such practices. The EEOC alleged that Club Uropa sexually harassed Amy Napier and other similarly situated individuals by subjecting them to, among other things, repeated unwelcome sexual advances, and by retaliating against Amy Napier and other similarly situated individuals for complaining of this sexual harassment. In addition, the EEOC alleged that Amy Napier and other similarly situated individuals were forced to quit their employment because the conditions of employment became intolerable due to the sexual harassment and retaliation.

By entering into this Consent Decree, Club Uropa expressly denies the validity of any claim and/or cause of action asserted in the Complaint. Club Uropa further asserts that by entering into this Consent Decree it makes no admission of liability or wrongdoing and makes no admission that its alleged conduct was improper, discriminatory or illegal in any respect.

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. This Court has jurisdiction of the subject matter of this action and the parties, venue is proper, and all administrative prerequisites to the EEOC's filing of this action have been met. The parties stipulate to the Court's jurisdiction.

2. This Consent Decree resolves all issues raised in the EEOC's Complaint. The EEOC waives further litigation of all issues raised in the above-referenced complaint. The EEOC expressly reserves its right, however, to process and litigate any other charges which may now be pending or may in the future be filed against Club Uropa.

3. The duration of this Consent Decree shall be three (3) years from the date of its filing with the Court. This Court shall retain jurisdiction of this action during the period of this Decree and may enter such other and further relief as it deems appropriate to ensure implementation and enforcement of its provisions. Any violation of the Consent Decree by Club Uropa, its agents or assigns shall toll the running of this three-year period as of the date of the violation as determined by the Court. If the Court subsequently determines this Consent Decree was violated, the three-year period shall recommence and continue from the date of entry of an Order setting out such a violation or until such time as ordered by the Court. Should the Court find the Consent Decree was not violated, the three-year period shall recommence, retroactive to the date the alleged violation occurred.

4. Club Uropa is hereby enjoined from retaliating in any manner whatsoever against

any employee for opposing any employment practice made unlawful by Title VII, or for complaining of harassment or other unlawful discrimination, filing a discrimination charge, giving testimony or assistance, or participating in any lawful manner in any investigation, proceeding, hearing or action under Title VII.

5. Club Uropa Management is hereby enjoined from:

- (a) Discriminating against any employees on the basis of sex, female, in violation of Title VII;
- (b) Engaging in or being a party to any action, policy or practice that has the effect of harassing or intimidating any employee on the basis of sex; and
- (c) Creating, facilitating or permitting the existence of a work environment that is hostile to any employees through acts such as physical/verbal abuse and derogatory comments, on the basis of sex.

6. Within one hundred and twenty (120) days from the entry of this Decree, Club Uropa will adopt an anti-sexual harassment policy and ensure that it meets the following criteria:

- (a) Club Uropa: (i) prohibits discrimination against employees on the basis of sex, female, in violation of Title VII; (ii) prohibits any act, policy or practice that has the effect of harassing or intimidating any employee on the basis of sex, female, in violation of Title VII; and, (iii) prohibits any act, policy or practice that has the effect of creating, facilitating or permitting the existence of a work environment that is hostile to employees through acts such as physical/verbal abuse and derogatory comments based on sex, female, in violation of Title VII;
- (b) Defines and provides examples of sexual harassment;
- (c) Provides for prompt investigation of sexual harassment complaints and for prompt action, which is appropriate and effective, to remedy the discrimination;
- (d) Promptly communicates in writing to the complaining party upon the conclusion of its investigation the results of the investigation and the remedial actions taken or proposed, if any;
- (e) Provides for substantial and progressive discipline for violating Club Uropa's anti-sexual harassment policy up to and including discharge;

- (f) Requires that all employees report incidents of sexual harassment to any supervisor or the person charged with investigating discrimination complaints; and
- (g) Provides that Club Uropa's sexual harassment policy and complaint procedures be drafted in plain and simple language.

7. Club Uropa shall include and maintain this complaint procedure in its Employee Manual, and its complaint procedure shall provide the following:

- (a) Simple, convenient, confidential and reliable mechanisms for reporting incidents of sexual harassment;
- (b) Prompt investigation of complaints of sexual harassment;
- (c) Written findings of the results of any investigation of a discrimination complaint and the remedial actions proposed, if any;
- (d) An effective means of communicating to the complaining party promptly in writing, the results of the investigation and the remedial actions taken or proposed, or not taken;
- (e) Appropriate remedial action taken to resolve the complaint to deter future incidents of sexual harassment; and
- (f) Assurances that complainants shall not be subjected to intimidation, retaliation or harassment.

8. Club Uropa shall promote management accountability by providing the following:

- (a) Annual sexual harassment training to all Club Uropa managers as stipulated below in paragraphs 10 - 12. The training shall (i) explain that sexual harassment is unlawful; (ii) instruct what conduct may constitute sexual harassment; (iii) explain the damaging effects of sexual harassment on its victims, their families, their co-workers, and the workplace environment; and (iv) ensure that Club Uropa Management knows how to enforce its sexual harassment policy;
- (b) Substantial discipline, up to and including discharge, of any individual in Club Uropa who violates its sexual harassment policy;
- (c) Imposing on all Club Uropa Management a duty to actively monitor their work areas to ensure compliance with Club Uropa's policy on sexual harassment; and

- (d) Requiring all Club Uropa Management to report any incidents and/or complaints of sexual harassment of which they become aware to the person charged with handling such complaints.

9. Club Uropa shall notify all of its current employees of its sexual harassment policy within one hundred and twenty (120) days after the entry of this Consent Decree by amending its Employee Manual to include this policy.

10. For each year of the Consent Decree, Club Uropa will provide annual training on Title VII according to the following terms:

- (a) Club Uropa shall retain Raquel Tamez of MERLO & ASSOCIATES, or another attorney specializing in employment law, acceptable to the EEOC, to provide no less than three (3) hours of training, on the subject of the employment provisions of Title VII, including sexual harassment and hostile work environment;
- (b) The three hours of training need not occur within a single session, so long as three hours of training are completed within each year of the Consent Decree;
- (c) The initial three hours of training will be provided to all current Club Uropa employees;
- (d) All training participants shall be required to sign a registry upon completion of the training session; and
- (e) Club Uropa shall provide the initial training session in accordance with this Paragraph within one hundred and twenty (120) calendar days of the entry of this Consent Decree.

11. Club Uropa shall provide video training acceptable to the EEOC during the subsequent years of the Decree for all new Club Uropa employees and for those employees who missed the initial training sessions. Club Uropa will provide the EEOC will a copy of the videotaped materials ten (10) business days prior to the date of the first training session in which the videotaped materials are used.

12. Club Uropa shall certify annually to EEOC, in writing, that the training has taken

place and that required personnel attended. Such certification shall include:

- (a) The date, location and duration of the training; and
- (b) A copy of the registry of attendance which shall include the name and position or title of each person in attendance.

13. Within ten (10) business days after entry of this Consent Decree, Club Uropa shall post a copy of the Notice attached as Exhibit "A" to this Consent Decree at its Dallas, Texas, facility in a conspicuous location easily accessible to and commonly frequented by employees. The Notice shall remain posted for the duration of this Consent Decree. Club Uropa shall ensure that the posting is not altered, defaced or covered by any other material. Club Uropa shall certify to the EEOC in writing within thirty (30) business days after entry of the Consent Decree that the Notice has been properly posted. Club Uropa shall permit a representative of EEOC to enter Club Uropa's premises for purposes of verifying compliance with this Paragraph at any time during normal daytime business hours.

14. Within thirty (30) days of the entry of this Consent Decree, Club Uropa, in settlement of this dispute, shall pay the sum total of Forty Thousand Dollars (\$40,000.00) to Amy Napier. Payment shall be in the form of a check made out to Amy Napier, and mailed to Amy Napier, c/o Jennifer Randall, U.S. Equal Employment Opportunity Commission, San Antonio Field Office, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

15. A copy of the settlement check, and any accompanying transmittal documents shall be forwarded to Robert B. Harwin, Associate Regional Attorney, San Antonio Field Office, United States Equal Employment Opportunity Commission, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

16. The terms of this Consent Decree shall be binding upon the EEOC and Club

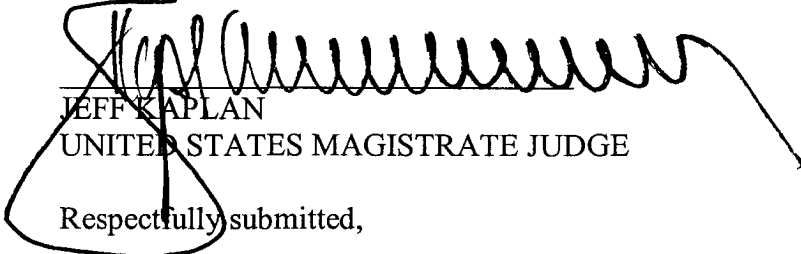
Uropa, its agents, officers, employees, servants, successors, and assigns, as to the issues resolved herein.

17. When this Consent Decree requires the submission of documents or other materials to EEOC by Club Uropa, such documents or other materials shall be mailed to Robert B. Harwin, Associate Regional Attorney, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229.

18. Club Uropa shall bear all costs associated with implementing the provisions of this Consent Decree.

19. Except as provided herein, the parties to this Consent Decree shall bear all their own costs and attorney's fees. Furthermore, the parties agree that pursuant to Section 706(k) of Title VII, 42 U.S.C. § 2000e-5(k), there is no "prevailing party" in this action or proceeding.

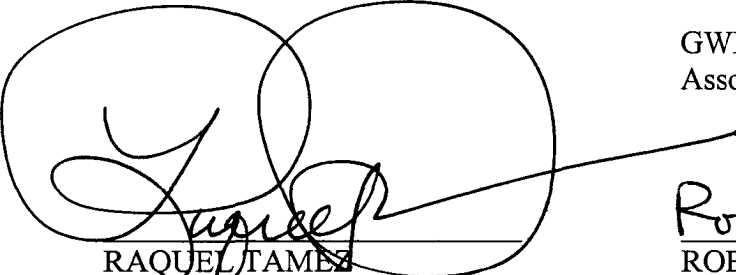
~~SO ORDERED AND ENTERED~~ this 4<sup>th</sup> day of MAY, 2006.

  
JEFF KAPLAN  
UNITED STATES MAGISTRATE JUDGE

Respectfully submitted,

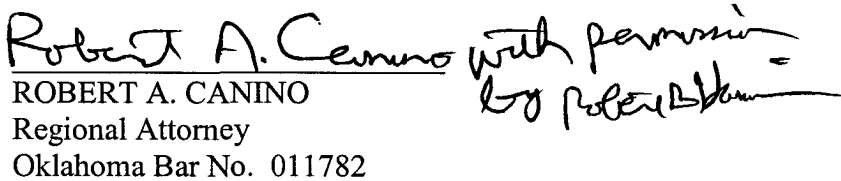
JAMES L. LEE  
Deputy General Counsel

GWENDOLYN YOUNG REAMS  
Associate General Counsel



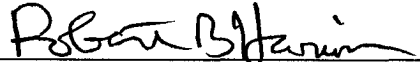
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ATTORNEY FOR DEFENDANT  
F & N HOLDINGS, L.L.C  
d/b/a CLUB UROPA



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San Antonio, Texas 78229-3555  
Telephone: (210) 281-7636  
Facsimile: (210) 281-7669

ATTORNEYS FOR PLAINTIFF



**EXHIBIT A**

**NOTICE**

1. Federal law requires that there be no discrimination against any employee or applicant for employment because of that person's race, color, religion, sex, national origin, or age with respect to hiring, compensation, promotion, discharge, or other terms, conditions or privileges of employment.
2. Club Uropa strongly supports and will comply with such Federal law in all aspects and it will not take any action against employees because they have exercised their rights under the law by filing charges with the U.S. Equal Employment Opportunity Commission.
3. If you believe you are being discriminated against in any term or condition of your employment because of your race, religion, color, national origin, sex, or disability, or that you are being subjected to harassment because of your sex or because of having engaged in Title VII-protected activity, you are encouraged to seek assistance from supervisory personnel, or from the U.S. Equal Employment Opportunity Commission, 207 S. Houston, Third Floor, Dallas, Texas 75202, (214) 253-2742 or 1-800-669-4000.
4. Club Uropa will not discriminate against any employee for opposing discrimination based on sex including, but not limited to, sexual harassment or for filing or participating in a charge of employment discrimination.
5. No retaliatory action may be taken against you for seeking assistance, filing a charge, or communicating with the U.S. Equal Employment Opportunity Commission.
6. Basing employment actions on the gender of an employee may also constitute a violation of Title VII of the Civil Rights Act of 1964, as amended, and any such conduct is a violation of company policy. Any employee found to be in violation of this company policy will be subject to written reprimand, suspension, and/or discharge.