

2. Til-Mar denies that it discriminated against or engaged in any unlawful employment practices against Hannah Liddell and Krissy Oesterreicher, as alleged in the Complaint. This Decree is not an admission by Til-Mar of liability, which has been denied.

3. This Decree is entered in full and complete settlement of all claims contained in this lawsuit. EEOC expressly reserves its right to process and litigate any other charges (other than EEOC Charge No. 360 A2 00310 filed by Hannah Liddell, and EEOC Charge No. 360 A2 00311 filed by Krissy Oesterreicher) against Til-Mar, which may now be pending or may in the future be filed against Til-Mar.

SCOPE OF CONSENT DECREE

4. The duration of this Decree shall be five (5) 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 further orders or modifications as may be appropriate. Should any disputes under this Decree remain unresolved after this five-year period, the term of the Decree shall be automatically extended, and the Court will retain jurisdiction of this matter to enforce the Consent Decree, until such time as all disputes have been resolved.

INJUNCTIVE PROVISIONS

5. **Sex Discrimination.** Til-Mar is hereby enjoined from:
- (a) Discriminating against and/or harassing any employee on the basis of sex, female, including but not limited to sexual harassment, 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 employee through acts such as physical/verbal abuse and derogatory comments, on the basis of sex.

6. **Sexual Harassment Policy.** Within ninety (90) days from the entry of this Decree, Til-Mar will adopt a sexual harassment policy in the form of a 5 to 10 page bulletin, specifically adapted to a small restaurant work environment, that meets the following criteria:

- (a) States that Til-Mar: (i) prohibits discrimination against any employee 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 any employee 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) Provides that upon the conclusion of Til-Mar's investigation, the results of the investigation and the remedial actions taken or proposed will be promptly communicated in writing to the complaining party;
- (e) Provides for substantial and progressive discipline for violating Til-Mar's sexual harassment policy up to and including discharge;
- (f) Requires that all employees report incidents of sexual harassment to the person(s) identified by Til-Mar as the person(s) charged with the responsibility for investigating discrimination complaints; and
- (g) Provides that Til-Mar's sexual harassment policy and complaint procedures be in drafted in plain and simple English.

7. **Complaint Procedures.** Til-Mar shall maintain a complaint procedure that is

designed to encourage employees to come forward with complaints regarding violations of its sexual harassment policy regardless of the position held by the alleged harasser. Til-Mar's 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 promptly communicating to the complaining party, in writing, the results of the investigation and the remedial actions taken or proposed, or not taken;
- (e) Appropriate remedial action to resolve the complaint and to deter future incidents of sexual harassment; and
- (f) Assurances that complainants shall not be subjected to intimidation, harassment and/or retaliation.

8. **Management Accountability.** Til-Mar shall promote accountability by providing the following:

- (a) Annual sexual harassment training to all officers, managers and supervisory personnel of Til-Mar as stipulated in Paragraphs 11 through 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 Til-Mar knows how to enforce Til-Mar's sexual harassment policy;

- (b) Substantial discipline, up to and including discharge, of any Til-Mar employee who violates Til-Mar's sexual harassment policy;
- (c) A duty imposed on all Til-Mar officers, managers, and supervisory personnel to actively monitor all work areas to ensure compliance with Til-Mar's sexual harassment policy; and
- (d) A Requirement that all Til-Mar employees report any incident and/or complaint of sexual harassment of which they become aware to the person(s) responsible for handling such complaints.

MONETARY RELIEF

9. No later than fifteen (15) days after the entry of this Consent Decree, Defendant Til-Mar, in settlement of this dispute, shall pay a total sum of \$43,000.00 (FORTY-THREE THOUSAND AND 00/100 DOLLARS) which will be apportioned as follows:

- (a) Twenty-one thousand five hundred dollars (\$21,500.00) to Hannah Liddell; and Twenty-one thousand five hundred dollars (\$21,500.00) to Krissy Oesterreicher to be paid as follows:
 - (1) \$2,500.00 to Hannah Liddell on or before December 1, 2003;
 - (2) \$2,500.00 to Krissy Oesterreicher on or before December 1, 2003;
 - (3) \$2,500.00 to Hannah Liddell on or before March 1, 2004;
 - (4) \$2,500.00 to Krissy Oesterreicher on or before March 1, 2004; and
 - (5) The remaining \$33,000.00 to be paid over the next 56 months, in monthly installments, of \$294.65 to be paid to Krissy Oesterreicher and \$294.65 to be paid to Hannah Liddell, with the first monthly payments due on or before April 1, 2004, and like equal payments to Hannah Liddell and Krissy Oesterreicher due thereafter on or before the first day of each and

every month, until full payment of the outstanding balance, with the last of the monthly installments due to Hannah Liddell and Krissy Oesterreicher, in the amount of \$294.25 to be paid to each on or before December 1st, 2008, as is set forth in Exhibit "A," which is attached to this Decree.

- (b) The balance due under subparagraph (a) hereto, may be paid in full prior to the date(s) due, with no penalty, and the term of the Consent Decree shall expire upon full payment of the outstanding balance. However, the parties agree, notwithstanding this provision, that the Consent Decree shall remain in full force and effect for no less than two (2) years after its entry with the Court.
- (c) Each payment shall be made by certified check and mailed directly to each class member at the following addresses: Hannah Liddell, 32 Blaschke Rd., Comfort, Texas 78013; and Krissy Oesterreicher, 508 W. San Antonio Ave., Boerne, Texas 78006; and shall further abide by any address corrections submitted in writing to Til Mar by Hannah Liddell and/or Krissy Oesterreicher.

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

TRAINING

11. During the terms of this Consent Decree, Til-Mar will provide annual training on Title VII according to the following terms:

- (a) Til-Mar shall retain and pay the Law Offices of Ray, Valdez, McChristian & Jeans or other attorneys acceptable to the EEOC to provide a day's training of no less than six (6) hours of training to all of Til-Mar's owners, officers, managers,

supervisors and employees on the subject of the employment provisions of Title VII, including sex based discrimination, hostile work environment, and sexual harassment;

- (b) All participants shall be required to sign a registry upon completion of the training; and Til-Mar shall provide the initial training session in accordance with this Paragraph within ninety (90) calendar days of the entry of this Decree;
- (c) Within thirty (30) days after each annual anniversary of the entry of this Decree, Til-Mar shall provide this same training pursuant to and in compliance with this Paragraph for all new Til-Mar employees; and
- (d) Within twenty (20) business days prior to any proposed training pursuant to this Decree, Til-Mar shall submit the date(s) of the proposed training session and a topic outline of the contents of the training to EEOC. EEOC shall then have ten (10) business days from the date of receipt of the information to accept or reject the contents of the topic outline. In the event that EEOC does not approve Til-Mar's topic outline, Til-Mar shall have ten (10) business days to submit a revised outline.

12. Within ten (10) days after the completion of each required training session, Til-Mar shall certify to EEOC, in writing, that the required 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.

POSTING REQUIREMENT

13. Within ten (10) business days after entry of this Decree, Defendant shall post

copies of the Notice (11 in. x 17 in.) attached as Exhibit “B” to this Decree at its Til-Mar Restaurant in a conspicuous location easily accessible to and commonly frequented by employees. The Notice shall remain posted for the duration of this Decree. Til-Mar shall ensure that the posting is not altered, defaced or covered by any other material. Til-Mar shall certify to the EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted. Til-Mar shall permit a representative of EEOC to enter Til-Mar’s premises for purposes of verifying compliance with this Paragraph at any time during normal business hours.

RECORD KEEPING

14. During the term of this Decree, Til-Mar shall maintain records (including name, sex, age, social security number, address and telephone number) of each person who complains, either orally or in writing, of sexual harassment or hostile work environment. Additionally, Til-Mar shall maintain records of the investigation and resolution of each complaint.

15. During the term of this Decree, Til-Mar shall provide to the EEOC, at Til-Mar’s expense, copies of complaints and documents relating to complaints filed or made pursuant to Paragraphs 6 and 7, investigations, findings, and remedial actions undertaken by Til-Mar pursuant to Paragraphs 6, 7, and 14.

16. Nothing contained in this Decree shall be construed to limit any obligation Til-Mar may otherwise have to maintain records under Title VII or any other law or regulation.

REPORTING

17. Til-Mar shall furnish to EEOC the following written reports semiannually for the term of this Decree. The first report shall be due six (6) months after entry of the Decree. The final report shall be due six months after the expiration of the Decree. Each report shall contain:

- (a) Copies of all complaints and documents relating to complaints filed or made pursuant to Paragraphs 6 and 7;

- (b) All written findings relating to the complaint and investigation and remedial actions proposed pursuant to Paragraphs 6 and 7;
- (c) All documents relating to resolution of the complaints and any remedial actions taken, if any; and
- (d) A certification by Til-Mar that the Notices required in Paragraph 13 remained posted during the entire term of this Decree.

18. During the term of this Consent Decree, Til-Mar shall provide all employees hired after the entry of this Decree with a copy of Til-Mar's policies and complaint procedures concerning sexual harassment.

MISCELLANEOUS PROVISIONS

19. Til-Mar shall bear the costs associated with administering and implementing the provisions of this Decree.

20. Except as provided herein, the parties to this Decree shall bear 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.

21. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, and successors of Til-Mar and the EEOC.

22. When this Consent Decree requires the submission by Til-Mar of documents or other materials to EEOC, such documents or other materials shall be mailed to Robert B. Harwin, Regional Attorney, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229. The Clerk shall furnish a copy hereof to each attorney of record.

SO ORDERED AND ENTERED this 4th day of December, 2003.



HONORABLE XAVIER RODRIGUEZ
UNITED STATES DISTRICT JUDGE

Respectfully submitted,

ERIC S. DREIBAND
General Counsel

JAMES L. LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel



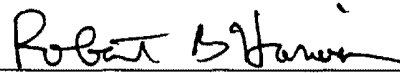
ROBERT E. VALDEZ
Attorney at Law
State Bar No. 24034469



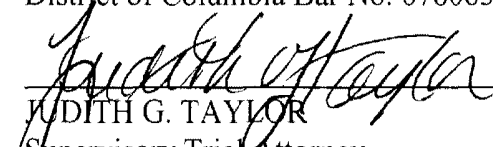
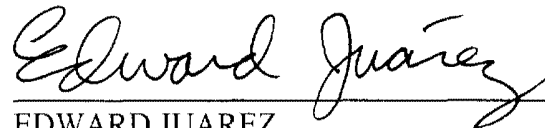
LYNN LAYNE RADA
Attorney at Law
State Bar No. 12066500

RAY, VALDEZ, MCCHRISTIAN & JEANS
9311 San Pedro, Suite 700
San Antonio, Texas 78216
Telephone: (210) 341-3554
Telecopier: (210) 341-3557

ATTORNEYS FOR DEFENDANT



ROBERT B. HARWIN
Regional Attorney
District of Columbia Bar No. 076083


JUDITH G. TAYLOR
Supervisory Trial Attorney
Texas State Bar No. 19708300

EDWARD JUAREZ
Trial Attorney
Texas State Bar No. 24014498

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
San Antonio District Office
5410 Fredericksburg Road, Suite 200
San Antonio, Texas 78229-3555
Telephone: (210) 281-7613
Telecopier: (210) 281-7669

ATTORNEYS FOR PLAINTIFF

EXHIBIT A

**EEOC v. Til Mar, Inc., d/b/a Po Po Family Restaurant
Civil Action No. SA02CA0938XR
TOTAL - \$43,000.00**

Five Year Decree Expires 12/08	Dec	Jan	Feb	Mar	Apr	May	Jun	July	Aug	Sep	Oct	Nov	Total
1st year - 1/04-12/04 Due on the first of the month	\$2,500-HL \$2,500-KO <u>Due on 12/1/03</u> \$5,000			\$2,500-HL \$2,500-KO Due on or before 3/4/04 \$5,000	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$14,714 40
2nd year - 1/05-12/05 Due on the first of the month	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$7,071 60
3rd year - 1/06-12/06 Due on the first of the month	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$7,071 60
4th year - 1/07-12/07 Due on the first of the month	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$7,071.60
5 th year - 1/08-12/08 Due on the first of the month	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 65-HL \$294 65-KO \$589.30	\$294 25-HL \$294 25-KO \$588.50	\$7,070 80
TOTAL												\$43,000.00	

EXHIBIT B

**NOTICE AS REQUIRED UNDER TITLE VII OF
THE CIVIL RIGHTS ACT OF 1964**

1. This NOTICE to all employees of Til Mar, Inc. is being posted as part of an agreement between Til Mar, Inc. and the U.S. Equal Employment Opportunity Commission.
2. 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.
3. Til Mar, Inc. 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.
4. 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, 5410 Fredericksburg Road, Suite 200, San Antonio, Texas 78229-3555, (210) 281-7600 or 1-800-669-4000.
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.
7. This NOTICE will remain posted until December 1, 2008, by direction of the U.S. Equal Employment Opportunity Commission.

SIGNED _____ day of _____, 2003.