

AE

IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

v.

BICE OF CHICAGO, INC., BICE  
RESTAURANT GROUP, LLC, DA ECIB  
USA, INC., D/B/A THE BICE GROUP,  
ITALIAN, RG, INC.

Defendants.

Case No. 04 C 2708

Judge Manning

Magistrate Judge Mason

CONSENT DECREE

The Litigation

Plaintiff, Equal Employment Opportunity Commission (hereafter the "EEOC"), filed this action on April 20, 2004, alleging that Defendants Bice of Chicago, Inc., Bice Restaurant Group, LLC, Da Ecib USA, Inc., d/b/a The Bice Group, and Italian, RG Inc. (collectively "Defendants") discriminated against fourteen (14) Charging Parties and a class of employees, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. ("Title VII"), and § 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981A, by subjecting them to harassment and a hostile work environment because of their sex (male) and national origin (non-Italian). As a result of the parties having engaged in settlement discussions, the parties have agreed that this action should be finally resolved by entry of this Consent Decree. Unless otherwise noted in this Consent Decree, "Bice" and "Defendant" shall refer only to Bice of Chicago, Inc, not the other named defendants. This Consent Decree is intended to and does fully and finally resolve any and all claims arising out of the Complaint.

### Findings

Having examined the terms and provisions of this Consent Decree and based on the pleadings, records, and stipulations of the parties, this Court finds the following:

- A. This Court has jurisdiction over the subject matter of this action and over the parties.
- B. The terms and provisions of this Consent Decree are fair, adequate, reasonable, equitable and just. The rights of the parties are adequately protected by this Consent Decree.
- C. This Consent Decree conforms with the Federal Rules of Civil Procedure and Title VII. The entry of this Consent Decree will further the objectives of Title VII and will be in the best interest of the parties and the public.
- D. NOW THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

#### Non-Discrimination

1. In all matters arising from or relating to employment, Bice shall comply with Title VII and will not discriminate on the basis of sex or national origin.

#### Non-Retaliation

2. Bice, its officers, agents, employees, successors, and assigns shall not retaliate against, penalize or otherwise prejudice any employee, former employee or applicant for employment because such person has opposed any practice made unlawful by Title VII; filed a Complaint or Charge of Discrimination; testified, assisted, or otherwise participated in any manner in any investigation, proceeding, hearing or litigation under Title VII; asserted any right under this Consent Decree; or otherwise exercised his or her rights under Title VII.

**Monetary Relief**

3. Bice shall pay monetary damages in the sum of \$210,000.00 to Hugo Gonzalez, Victor Gonzalez, Heladio Gonzalez, Jesus Gonzalez, Javier Padilla, Jose Labra, Luis Arcos, Carlos Hernandez, Deidre Fennessy, Alejandro Padilla, and Felix Marquez (referred to collectively as "Class Members"). Within thirty (30) calendar days of the execution of the Consent Decree, or after EEOC has provided Bice a Release Agreement (attached as Exhibit A to this Consent Decree) executed by the Class Members, whichever is later for each individual Class Member, Bice shall pay the Class Members a total amount of \$50,000 in the manner listed below. Within seven (7) months of the execution of the Consent Decree, Bice shall pay the Class Members an additional total amount of \$80,000 in the manner listed below. Within fourteen (14) months of the execution of the Consent Decree, Bice shall pay the Class Members an additional total amount of \$80,000 in the manner listed below.

<b>Name</b>	<b>First Payment</b>	<b>Second Payment</b>	<b>Third Payment</b>
Hugo Gonzalez	\$5,357.14	\$8,571.43	\$8,571.43
Victor Gonzalez	\$5,357.14	\$8,571.43	\$8,571.43
Heladio Gonzalez	\$5,357.14	\$8,571.43	\$8,571.43
Jesus Gonzalez	\$5,357.14	\$8,571.43	\$8,571.43
Uvaldo Padilla (a.k.a. Javier Padilla)	\$5,357.14	\$8,571.43	\$8,571.43
Jose Labra	\$5,357.14	\$8,571.43	\$8,571.43
Luis Arcos	\$5,357.14	\$8,571.43	\$8,571.43
Carlos Hernandez	\$5,357.14	\$8,571.43	\$8,571.43
Deidre Fennessy	\$2,380.96	\$3,809.52	\$3,809.52
Alejandro Padilla	\$2,380.96	\$3,809.52	\$3,809.52
Felix Marquez	\$2,380.96	\$3,809.52	\$3,809.52
<b>Total</b>	<b>\$50,000</b>	<b>\$80,000</b>	<b>\$80,000</b>

Bice shall issue, by certified mail, checks payable to the claimants at the addresses for each Class Member provided to Bice by EEOC. Defendants shall send a copy of the checks to EEOC.

These amounts represent compensatory damages, from which no federal tax withholdings will be made and for which Bice shall issue IRS Forms 1099.

If any of the Class Members, for whatever reason, are unable to claim the entire monetary payment listed above, the portion of their monetary settlement that they did not receive shall be dispersed by Bice among the other Class Members as EEOC deems appropriate and as EEOC directs Bice to do.

Bice Restaurant Group, LLC, Da Ecib USA, Inc., d/b/a The Bice Group, and Italian, RG Inc. shall be guarantors for the payments described in this paragraph. Should, for any reason, Bice not be able to make the payment described in this paragraph, Bice Restaurant Group, LLC, Da Ecib USA, Inc., d/b/a The Bice Group, and Italian, RG Inc. shall be jointly and severally responsible for paying the Class Members the remaining balance of the monetary relief.

#### **Notice Posting**

4. Within ten (10) days after the Court's entry of this Consent Decree and for the duration of this Decree, Bice shall continuously post the notice annexed hereto as Exhibit B in locations prominently visible to Bice employees. Within ten (10) days after the Consent Decree is entered Bice shall certify in writing to the Chicago District Office of the EEOC that the Notice has been posted, and shall inform the EEOC of the locations where it has been posted. Bice shall permit a representative of EEOC to enter Bice's premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice.

#### **Record Keeping and Reporting**

5. Bice shall maintain records of any complaints, formal or informal, oral or in

writing, it receives relating to harassment based on sex and national origin, including the name, address, telephone number and social security number of the complainant and what was alleged, its investigation and any action taken by Bice in response to such complaints relating to its Chicago, Illinois restaurant, for the duration of the Consent Decree.

6. *Beginning six (6) months after entry of this Consent Decree and every six (6) months thereafter for the duration of the Consent Decree, Bice shall furnish EEOC with reports reflecting the information detailed in the records described in Paragraph 5 of this Consent Decree. Bice's last report will be submitted to EEOC two (2) weeks prior to the date on which the Decree is to expire.*

7. For the term of the Consent Decree and upon five (5) business days' notice to Bice, the EEOC, when it has reasonable cause to believe Bice is not in compliance with the terms of this Consent Decree, shall have reasonable access to Bice's facility during normal business hours to review and copy any documents related to determining compliance at its facility and to interview any personnel employed by Bice for the purpose of determining Bice's compliance with the terms of this Consent Decree.

**Adoption of Non-Harassment/Discrimination Policy**

8. Within twenty-eight (28) calendar days of the date of the entry of this Consent Decree, Bice shall submit to EEOC a policy against harassment and discrimination based on sex and national origin which complies with Title VII and which provides for a complaint process and mechanism for responding to such complaints. Within fourteen (14) calendar days of the Commission's receipt of the policy, and after any good faith comments EEOC makes to Bice regarding its policy are taken into consideration, Bice will distribute a copy of the policy to each employee. At the same time, it will post a copy of the policy at Bice. The inclusion of this

paragraph in the Decree does not represent the Court's or EEOC's approval of Bice's policy.

#### **Training**

9. During each of the two (2) years covered by this Decree, Bice shall arrange for annual training of all employees, including supervisors and managers, regarding the requirements of Title VII and Bice's policies prohibiting discrimination under Title VII. Bice shall submit to EEOC for approval, materials regarding the training sessions, including the credentials of the trainer and proposed training program, prior to such training. Within five (5) days after the completion of the training described above, Bice will certify to EEOC that the training has been completed, the name(s) of the person(s) conducting the training, the time(s), duration and date(s) the training were held and a list identifying by name and position all individuals who received the training. The first training shall take place within forty-five (45) days after entry of this Consent Decree.

#### **Duration of Decree/Retention of Jurisdiction**

10. The terms of this Consent Decree shall be in effect (and the Court will retain jurisdiction of this matter to enforce this Decree) for a period of two (2) years from the date on which this Consent Decree is entered, provided, however, that if, at the end of the two (2) year period, there are disputes that remain unresolved, and written notice is given by the party claiming that such dispute(s) remain unresolved, the term of the Decree shall be automatically extended until such time as all such disputes have been resolved.

#### **Costs and Attorneys' Fees**

11. Each party to this action shall bear its own attorney's fees, costs, and expenses.

#### **Dispute Resolution**

12. If EEOC has reasonable cause to believe that Defendants have violated any of the

terms of this Consent Decree, EEOC shall notify Defendants in writing and Defendants will then have ten (10) business days in which to satisfy EEOC that there has not been a violation or that the violation has been corrected. If, at the expiration of such time period, EEOC has not been so satisfied, then EEOC may immediately apply to the Court for appropriate relief.

13. When this Consent Decree requires the submission by Defendants of reports, notices, or other materials to the Commission, such materials shall be mailed to: Bice Settlement, *Equal Employment Opportunity Commission, Chicago District Office, Legal Division, 500 West Madison, Suite 2800, Chicago, Illinois 60661.*

**ENTERED AND APPROVED FOR:**

**For the Equal Employment  
Opportunity Commission:**

JAMES LEE  
Deputy General Counsel

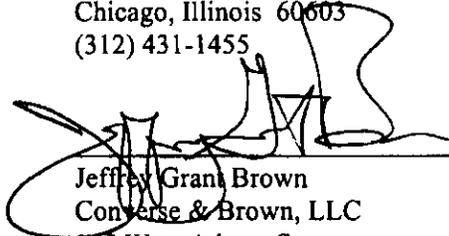
GWENDOLYN YOUNG REAMS  
Associate General Counsel

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
1801 L. Street, N.W.  
Washington, D.C. 20507

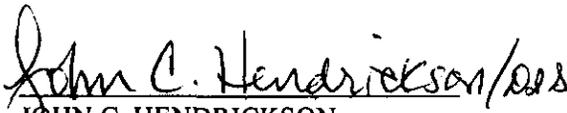
**For Defendants: Bice of Chicago, Inc.,  
Bice Restaurant Group, LLC, Da Ecib  
USA, Inc., d/b/a The Bice Group, Italian  
RG Inc.**



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Regional Attorney



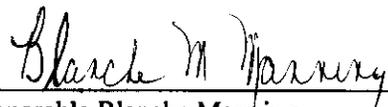
Diane I. Smason  
Supervisory Trial Attorney



Pamela S. Moore-Gibbs  
Trial Attorney

Equal Employment Opportunity Commission  
Chicago District Office  
500 West Madison Street, Suite 2800  
Chicago, Illinois 60661  
(312) 886-9120

Date: 4/18/06

ENTER:   
Honorable Blanche Manning  
United States District Judge

**EXHIBIT A**

**RELEASE AGREEMENT**

In consideration for \_\_\_\_\_ paid to me by Defendants, in connection with the resolution of EEOC v. Bice of Chicago, Inc., and Bice Restaurant Group, LLC, Da Ecib USA, Inc., d/b/a The Bice Group, Italian RG Inc., Case No. 04 C 2708 (N.D.Ill.), I waive my right to recover for any claims of sexual harassment and/or national origin discrimination and/or constructive discharge under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. ("Title VII"), and § 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981A, that I had against Defendants prior to the date of this release and that were or could have been included in the claims alleged in EEOC's complaint in EEOC v. Bice of Chicago, Inc., and Bice Restaurant Group, LLC, Da Ecib USA, Inc., d/b/a The Bice Group, Italian RG Inc., Case No. 04 C 2708. I understand that it shall be my sole responsibility to provide current contact information to EEOC in order to facilitate the receipt of all monies. My failure to provide current contact information, which may result in non-receipt of monies, will not render this Release void.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**EXHIBIT B**  
**NOTICE TO ALL BICE EMPLOYEES**

This Notice is posted pursuant to the Consent Decree entered by the U.S. District Court resolving the lawsuit entitled EEOC v. Bice of Chicago, Inc., and Bice Restaurant Group, LLC, Da Ecib USA, Inc., d/b/a The Bice Group, Italian RG Inc., Case No. 04 C 2708, filed by the Equal Employment Opportunity Commission ("EEOC") against Bice.

In its complaint, EEOC alleged that Bice discriminated against employees by subjecting them to a hostile work environment based on sex and national origin and retaliated against them. Bice filed an answer denying these allegations. To resolve the case, Bice and EEOC have entered into a Consent Decree which provides, among other things, that:

- 1) Bice will pay monetary relief totaling \$210,000 to the alleged victims of harassment;
- 2) Bice is enjoined from discriminating against employees on the basis of sex and national origin or subjecting them to harassment based on sex and national origin;
- 3) Bice is enjoined from retaliating against any person because (s)he opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination, participated in any Title VII proceeding or asserted any rights under the Consent Decree;
- 4) Bice will implement a policy against discrimination and harassment based on sex and national origin. Bice will also implement a complaint policy and a mechanism for responding to complaints;
- 5) Bice will provide mandatory training to employees regarding sexual and national origin harassment, retaliation, and Bice's policies regarding such discrimination.

Title VII of the Civil Rights Act of 1964, as amended, prohibits employers from discriminating on the basis of sex, race, color, religion or national origin. The Equal Employment Opportunity Commission is the agency responsible for enforcing Title VII.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED OR REMOVED**

This Notice must remain posted for two (2) years from the date shown below and must not be altered, defaced or covered by any other material. Any complaints of discrimination or questions concerning this Notice or compliance with its provisions may be directed to the Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661, (312) 353-2713.

Dated: \_\_\_\_\_

4/18/06

  
\_\_\_\_\_  
Judge Blanche Manning  
United States District Court