

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

<b>EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,</b>	)	
	)	
<b>Plaintiff,</b>	)	<b>CIV. NO. 08 cv 5005</b>
	)	
<b>v.</b>	)	<b>JUDGE GOTTSCHALL</b>
<b>CRICK PICTURES, L.L.C., MANDATE PICTURES, L.L.C.,</b>	)	<b>MAGISTRATE JUDGE COLE</b>
<b>Defendant.</b>	)	
	)	
	)	
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**CONSENT DECREE**

**THE LITIGATION**

1. Plaintiff Equal Employment Opportunity Commission (the "EEOC") filed this action alleging that Defendants Crick Pictures, L.L.C. and Mandate Pictures, L.L.C. (hereinafter "Defendants" or "Crick and Mandate") violated Section 703(a)(1) of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 2000e-2(a)(1), by refusing to hire an applicant for employment, Cynthia Castillo-Hill, on the basis of her pregnancy. In their answer, Defendants expressly denied the allegations.

2. In the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, the parties have agreed that this action should be finally resolved by entry of this Consent Decree (hereafter "Decree"). This Decree fully and finally resolves any and all issues and claims arising out of the Complaint filed by the EEOC in this action and arising out of Charge No. 210-2005-06722.

**FINDINGS**

3. Having carefully examined the terms and provisions of this Decree, and based on

the pleadings, record, and stipulations of the parties, the Court finds the following:

a. This Court has jurisdiction of the subject matter of this action and of the parties.

b. The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of EEOC, Defendants, Cynthia Castillo-Hill, and the public interest are adequately protected by this Decree.

c. This Decree conforms with the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and will be in the best interests of the parties, Cynthia Castillo-Hill, and the public.

d. Neither Plaintiffs nor Defendants admit the claims or defenses of the other. EEOC asserts that Defendants violated Title VII, and Defendants deny all liability.

**NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:**  
**INJUNCTION AGAINST PREGNANCY DISCRIMINATION AND RETALIATION**

4. Defendants, their officers, agents, employees, future successors, assigns and all persons acting in concert with them are hereby enjoined from engaging in any form of discrimination on the basis of pregnancy in accord with Title VII of the Civil Rights Act of 1964. Defendants, their officers, agents, employees, future successors, assigns and all persons acting in concert with them are also hereby enjoined from engaging in any form of retaliation against any person because such person has opposed any practice made unlawful under Title VII, filed a Charge of Discrimination under Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under Title VII, or asserted any rights under this Decree.

MONETARY RELIEF

5. Defendants shall pay \$75,000 to Cynthia Castillo-Hill as non-wage relief and as broken down in a separate settlement agreement between Plaintiff-Intervenor and Defendants. Neither the court nor the EEOC has reviewed or approved the separately negotiated settlement agreement between Defendants and Plaintiff-Intervenor.

6. Within fifteen (15) business days after entry of this Consent Decree by the Court and receipt of an executed settlement agreement from Plaintiff-Intervenor, whichever date is later, Defendants shall issue and mail by certified mail the monetary relief in accord with the terms of the separate settlement agreement. Defendants shall also mail a copy of evidence of payment of the monetary relief to the EEOC within five (5) business days of making payment pursuant to the terms of the separate settlement agreement. Plaintiff-Intervenor shall provide Defendants with a current address for Castillo-Hill, along with the delivery of the signed settlement agreement. Defendants will issue an IRS Form 1099 with respect to this payment.

POSTING OF NOTICE

7. Within ten (10) business days after entry of this Decree, Defendants shall post at their corporate offices same sized copies of the Notice attached as Exhibit A to this Decree on bulletin boards usually used by Defendants for communicating with their employees. The Notice shall remain posted for two (2) years from the date of entry of this Decree.

8. Defendants shall ensure that the posting is not altered, defaced or covered by any other material. Defendants shall certify to the EEOC in writing within ten (10) business days after entry of this Decree that the Notice has been properly posted. Defendants shall permit a representative of the EEOC to enter its premises for purposes of verifying compliance with this Paragraph at any time during business hours.

RECORD KEEPING

9. For a period of two (2) years following entry of this Decree, Defendants shall maintain records of each complaint of pregnancy discrimination made by its employees, including any applicant for employment. Such records shall indicate the date the complaint was made, who made it, what was alleged, and what actions Defendants took, if any, to resolve the matter.

10. Defendants shall make all documents or records referred to in Paragraph 9 above, available for inspection and copying within ten (10) business days after the EEOC so requests.

REPORTING

11. Defendants shall furnish to the EEOC written reports semi-annually for a period of two (2) years following entry of this Decree. The first report shall be due six (6) months after entry of the Decree. The final report shall be due twenty-four (24) months after entry of the Decree. Each such report shall contain a summary of the information recorded by Defendants pursuant to Paragraph 9 and a certification that the notice required by Paragraph 7 has remained in place for six-month period preceding the report.

TRAINING

12. Within ninety (90) days of the entry of this Decree, all human resources personnel and all managers with any role in the employee hiring or evaluation process at Crick Pictures, L.L.C., and Executive Vice-President of Physical Production, Mandate, or any position fulfilling those responsibilities for Mandate Pictures, L.L.C., shall participate in a training session by a trainer paid for by Defendants and approved by the EEOC regarding the duty not to discriminate on the basis of pregnancy under the federal laws against employment discrimination. Such training shall be repeated annually during the term of this Decree.

13. Defendants shall obtain the EEOC's approval of its proposed trainer(s) prior to the training session. Defendants shall submit the name, address, telephone number, resume, training proposal, and any materials to be distributed to the participants, to the EEOC at least fifteen (15) days prior to the proposed date(s) of the training. The EEOC shall have five (5) calendar days from the date of receipt of the information described above to accept or reject the proposed trainer(s). In the event the EEOC does not approve Defendants' designated trainer(s), Defendants shall have five (5) calendar days to identify an alternate trainer(s). The EEOC shall have five (5) calendar days from the date of receipt of the information described above to accept or reject the alternate trainer(s). If the parties cannot through this process agree on a trainer(s), then they may seek the Court's assistance under Paragraph 16.

14. Defendants shall certify to the EEOC in writing within five (5) business days after each training has occurred that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the date, location and duration of the training; and (ii) a copy of an attendance list, which shall include the name and position of each person in attendance. Defendants shall provide EEOC with copies of all materials distributed to the participants if different from those materials previously provided.

MAINTENANCE OF A POLICY AGAINST EMPLOYMENT  
DISCRIMINATION AND RETALIATION

15. Within ninety (90) calendar days of the date of the entry of this Consent Decree, Defendants shall distribute to all of its employees a policy against discrimination in employment and retaliation which complies with Title VII and which provides for a complaint process and mechanism for responding to such complaints. Within ninety (90) calendar days of the date of the entry of this Decree, Defendants shall also post a copy of this policy at its facility in a location customarily used to communicate with employees. A copy of the Policy shall be given

to each new employee on the day that the person is hired. The inclusion of this paragraph in the Decree does not represent the Court's or EEOC's approval of Defendants' policy.

#### DISPUTE RESOLUTION

16. In the event that any party to this Decree believes that any other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance and shall afford the alleged non-complying party ten (10) business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within ten (10) business days, the complaining party may apply to the Court for appropriate relief.

#### DURATION OF THE DECREE AND RETENTION OF JURISDICTION

17. All provisions of this 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 immediately following entry of the Decree, provided, however, that if, at the end of the two (2) year period, any disputes under Paragraph 16, above, remain unresolved, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Decree) until such time as all such disputes have been resolved.

#### MISCELLANEOUS PROVISIONS

18. Each party to this Decree shall bear its own expenses, attorneys' fees, and costs.

19. The terms of this Consent Decree shall be binding upon the present and future directors, officers, managers, agents, and assigns of Defendants as well as any future successors. Defendants shall provide a copy of this Decree to any organization or person who proposes to acquire or merge with Defendants, or any successor of Defendants, prior to the effectiveness of

any such acquisition or merger. This paragraph shall not be deemed to limit any remedies available in the event of any finding by the Court regarding a violation of this Decree.

20. Certifications made by Defendants must be made under oath. When this Decree requires the submission by Defendants of reports, certifications, notices, or other materials to the EEOC, they shall be mailed to: Deborah Hamilton, Trial Attorney, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois, 60661. When this Decree requires submission by the EEOC of materials to Defendants, they shall be mailed to: Nadine Abrahams, Jackson Lewis, LLP, 320 West Ohio St., Suite 500, Chicago, Illinois, 60654.

**ENTERED AND APPROVED FOR:**

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

For Defendant Crick Pictures, L.L.C.,  
and Mandate Pictures, L.L.C.

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JAMES LEE  
Deputy General Counsel

GWENDOLYN YOUNG REAMS  
Associate General Counsel

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
Chicago District Office  
500 West Madison Street  
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s/John Hendrickson

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JOHN C. HENDRICKSON  
Regional Attorney

s/Gregory Gochanour

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GREGORY GOCHANOUR  
Supervisory Trial Attorney

s/Deborah Hamilton

---

DEBORAH HAMILTON  
Trial Attorney

ENTER:

DATE:

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The Honorable Gottschall  
United States District Judge

**EXHIBIT A**

**NOTICE TO ALL EMPLOYEES**

This Notice is being posted pursuant to a Consent Decree entered by the federal court in resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Crick Pictures, and Mandate Pictures, L.L.C. EEOC v. Crick Pictures, et al., Case No. 08 cv 5005 (N.D. Ill.).

In its suit, the EEOC alleged that the Defendants violated Title VII of the Civil Rights Act of 1964 ("Title VII") by refusing to hire a pregnant applicant for employment on the basis of her pregnancy. In its answer, Defendants expressly denied these allegations.

To resolve the case, the Companies and the EEOC have entered into a Consent Decree which provides, among other things, that:

- 1) the Companies will pay a monetary sum to the complainant;
- 2) the Companies will not discriminate against any person on the basis of pregnancy as prohibited by Title VII.
- 3) the Companies will not retaliate against any person in violation of Title VII.
- 4) the Companies will maintain and distribute to all employees a policy against employment discrimination and retaliation and will train specified personnel regarding the duty to avoid pregnancy discrimination under the federal laws against employment discrimination.

The EEOC enforces the federal laws against discrimination in employment on the basis of race, color, religion, national origin, sex, age or disability. If you believe you have been discriminated against, you may contact the EEOC at (312) 353-8195. The EEOC charges no fees and has employees who speak languages other than English. If you believe you have been discriminated against you may contact the EEOC.

**THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE**

**This Notice must remain posted for two years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to: The Crick and Mandate Pictures Settlement, EEOC, 500 West Madison Street, Suite 2000, Chicago, Illinois 60661.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
The Honorable Judge Gottschall