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13 CLUB CAL NEVA

U.S. DISTRICT COURT
DISTRICT OF NEVADA
ENTERED & SERVED
OCT - 3 2003
CLERK, U.S. DISTRICT COURT
DEPUTY

U.S. DISTRICT COURT
DISTRICT OF NEVADA
SEP 25
ERK, U.S. DISTRICT COURT

U.S. DISTRICT COURT
DISTRICT OF NEVADA
FILED
OCT 2 - 2003
CLERK, U.S. DISTRICT COURT
DEPUTY

14 UNITED STATES DISTRICT COURT
15 DISTRICT OF NEVADA

16 U.S. EQUAL EMPLOYMENT)
17 OPPORTUNITY COMMISSION,)
18 Plaintiff,)
19 v.)
20 SIERRA DEVELOPMENT CO. d/b/a)
21 CLUB CAL NEVA)
22 Defendant.)

CV N-02-0498 ^{DWH} ~~ER~~ (RAM)
~~PROPOSED~~ CONSENT
DECREE

23 I. INTRODUCTION

24 1. On September 26, 2002, Plaintiff U.S. Equal Employment Opportunity Commission (the
25 "EEOC" or "Commission") brought this action against Defendant Sierra Development Company
26 d/b/a Club Cal Neva ("Club Cal Neva"), to enforce the Equal Pay Act of 1963, ("the EPA") and
27 Title VII of the Civil Rights Act of 1964, as amended. In the Complaint, the Commission
28 alleged that Club Cal Neva discriminated against Christine Shackett ("Shackett") by paying her

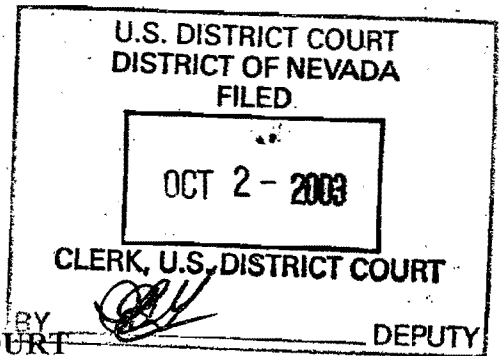
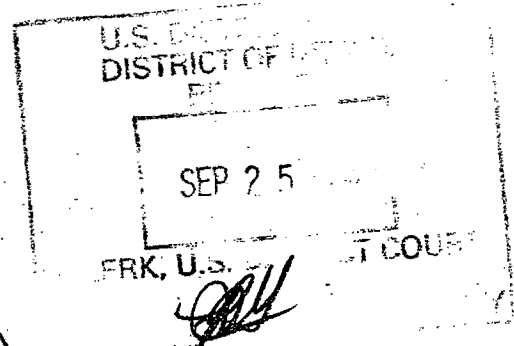
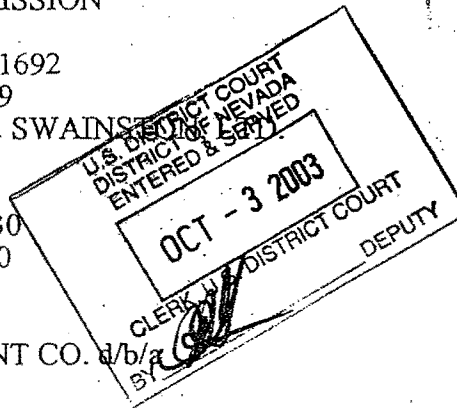
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14 UNITED STATES DISTRICT COURT

15 DISTRICT OF NEVADA

16 U.S. EQUAL EMPLOYMENT)
17 OPPORTUNITY COMMISSION,)

18 Plaintiff,)

19 v.)

20 SIERRA DEVELOPMENT CO. d/b/a)
21 CLUB CAL NEVA)

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24 ~~PROPOSED~~ CONSENT
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26 I. INTRODUCTION

27 1. On September 26, 2002, Plaintiff U.S. Equal Employment Opportunity Commission (the
28 "EEOC" or "Commission") brought this action against Defendant Sierra Development Company
d/b/a Club Cal Neva ("Club Cal Neva"), to enforce the Equal Pay Act of 1963, ("the EPA") and
Title VII of the Civil Rights Act of 1964, as amended. In the Complaint, the Commission
alleged that Club Cal Neva discriminated against Christine Shackett ("Shackett") by paying her

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1 unequal compensation compared to male employees. The Commission also alleged in its First
2 Amended Complaint filed on November 7, 2002 that Club Cal Neva violated Title VII and the
3 EPA by retaliating against Shackett for complaining of discrimination by suspending her.

4 2. As a result of their having engaged in settlement negotiations, the Commission and Club
5 Cal Neva have resolved the above entitled action and have agreed that this action should be
6 finally resolved by entry of this Consent Decree ("Decree").

7 **II. FINDINGS**

8 3. Having examined the terms and provisions of this Decree and based on the pleadings,
9 record and stipulation of the parties, the Court finds the following:

- 10 a. The Court has jurisdiction over the parties and the subject matter of this action.
11 The Complaint asserts claims that, if proven, would authorize the Court to grant
12 the relief set forth in this Decree.
- 13 b. The terms and provisions of this Decree are adequate, fair, reasonable, equitable
14 and just. The rights of Club Cal Neva, the Commission and those for whom the
15 Commission seeks relief are protected adequately by this Decree.
- 16 c. This Decree conforms with the Federal Rules of Civil Procedure, and the EPA and
17 Title VII and is not in derogation of the rights and privileges of any person. The
18 entry of this Decree will further the objectives of the EPA and Title VII and will
19 be in the best interests of Club Cal Neva, the Commission and those for whom the
20 Commission seeks relief.

21 **III. EFFECT OF DECREE**

22 4. This Decree resolves all issues and claims arising out of the Complaint filed by the EEOC
23 herein alleging unlawful employment practices by Club Cal Neva and this Decree shall be
24 binding and final as to all such issues and claims.

25 **IV. REMEDIAL RELIEF**

26 **A. Non-Discrimination**

27 5. Club Cal Neva, its officers, agents, employees, successors, assigns and all persons in active
28 concert or participation with it are enjoined for the duration of the Decree from discriminating

1 against any individual because of his or her sex in terms or conditions of employment, including
2 the payment of wages or retaliating against any individual for complaining about the wage
3 inequity of women or participating in a proceeding alleging an Equal Pay Act or Title VII
4 violation.

5 **B. Equal Employment Opportunity Manager**

6 6. Within thirty (30) days of the Effective Date, which is the date that the Court signs this
7 Decree and Order, and for the duration of the Decree, Club Cal Neva shall designate an Equal
8 Employment Opportunity Manager ("EEO Manager") to implement and monitor Club Cal
9 Neva's compliance with the EPA, Title VII and the provisions of this Decree. The EEO
10 Manager's responsibilities shall include insuring that all reports and submissions required by this
11 Decree are accurately compiled and timely submitted and evaluating and systematizing
12 compensation to ensure compliance with the Equal Pay Act and Title VII. The EEO Manager
13 shall also develop a system for monitoring employees who raise complaints of discrimination in
14 order to prevent retaliation. Any changes in the designation of the EEO Manager shall be
15 communicated in writing to the Commission within thirty (30) days of such designation.

16 7. Within ninety (90) days of the Effective Date, Club Cal Neva agrees to implement written
17 objective criteria regarding salaries in the maintenance department.

18 8. Club Cal Neva agrees to submit its written objective criteria to the EEOC within ninety (90)
19 days from the Effective Date.

20 9. Club Cal Neva agrees to provide at least one (1) training to its managers on gender pay
21 discrimination and retaliation under EPA and Title VII within one year from the date of this
22 Decree, which training session shall last at least three hours.

23 **V. RECORD KEEPING AND REPORTING**

24 10. For the duration of the Decree, Club Cal Neva agrees to maintain a Compensation Log for
25 all existing maintenance department positions. The Compensation Log shall include:

26 A. Name and gender of the employee;

27 B. Hourly wage, salary, commission, bonus and total compensation received per
28 quarter;

- 1 C. Job duties;
- 2 D. Compensation for the position; and
- 3 E. In the event that a female employee's compensation is less than the compensation
- 4 paid to a male employee for the same or similar job, the Compensation Log shall
- 5 set forth an explanation for the inconsistency.

6 11. For the duration of the Decree, Club Cal Neva agrees to submit its Compensation Log to
7 the Regional Attorney of the Los Angeles District Office of the U.S. Equal Employment
8 Opportunity Commission at 255 East Temple Street, 4th Floor, Los Angeles, California 90012, on
9 a quarterly basis.

10 12. For the duration of the Decree, Club Cal Neva agrees to maintain such records as are
11 necessary to demonstrate their compliance with this Decree and to verify that the reports
12 submitted are accurate. Upon fifteen (15) work days written notice from the Commission,
13 Defendants shall make such records available to the Commission for inspection and copying.

14 13. On a quarterly basis, Club Cal Neva shall submit a written report describing its compliance
15 with the terms of this Decree to the Regional Attorney of the Los Angeles District Office of the
16 U.S. Equal Employment Opportunity Commission at 255 East Temple Street, 4th Floor, Los
17 Angeles, California 90012. The first report shall contain the following information:

- 18 A. The name, business address, telephone number and qualifications of the EEO
- 19 Manager designated by Club Cal Neva;
- 20 B. A list of all Club Cal Neva's maintenance department employees, and human
- 21 resources and executive employees;
- 22 C. A copy of Club Cal Neva's Compensation Log; and
- 23 D. A written description of Club Cal Neva's internal discrimination complaint
- 24 procedure.

25 14. All subsequent reports shall contain the following information:

- 26 A. A list of all Club Cal Neva's maintenance department employees and human
- 27 resources and executive employees; and
- 28 B. A copy of Club Cal Neva's Compensation Log.

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VI. MONETARY RELIEF

15. Club Cal Neva agrees to pay Christine Shackett a total of \$23,500.00. \$10,000.00 constitutes backpay and \$13,500.00 constitutes compensatory damages. FICA and federal and state withholding taxes shall be deducted from the amount that is designated as backpay. Club Cal Neva shall pay the employer's share of FUTA and FICA on the backpay amount and shall not deduct it from the settlement amount. For those amounts designated as compensatory damages, no withholding will be made.

16. Within ten (10) days of the entry of this Decree, Club Cal Neva shall mail, via certified mail, a check made payable to Ms. Shackett in the above amount to the address provided by the Commission.

17. Within ten (10) days of the entry of this Decree, a copy of the check sent pursuant to paragraph ¹⁶ ~~17~~ shall be submitted to the Regional Attorney, Equal Employment Opportunity Commission, Los Angeles District Office, 255 East Temple Street, 4th Floor, Los Angeles, California 90012.

VII. COMPLIANCE AND DISPUTE RESOLUTION

18. In the event that the Commission believes that Club Cal Neva has failed to comply with any provision of this Decree, the Commission shall notify Club Cal Neva in writing of such belief and afford Club Cal Neva a reasonable period of not less than ten (10) business days to remedy the alleged non-compliance. If Club Cal Neva disagrees, it shall notify the Commission in writing within ten (10) business days. If, after having received notice of failure to comply from the Commission, Club Cal Neva continues to fail to comply, or notifies the Commission that it disagrees with the Commission's belief, the Commission may then apply to this Court for appropriate relief, including but not limited to a resolution of the dispute, a determination of whether Club Cal Neva is in compliance and, if not, an appropriate order to enforce the provisions of the Decree.

VIII. DURATION OF DECREE AND RETENTION OF JURISDICTION

19. The duration of this Decree shall be two (2) years from the date of that the Court signs this Decree, during which this Court shall retain jurisdiction over this action. The Commission may

1 petition this Court for compliance with this Decree at any time during which this Court maintains
2 jurisdiction over this action. Should the Court determine that Club Cal Neva has not complied
3 with this Decree, in whole or in part, it may impose appropriate relief, including but not limited
4 to the imposition of costs on Club Cal Neva and extension of the duration of this Decree for such
5 a period as may be necessary to remedy Club Cal Neva's non-compliance.

6 **IX. NON-ADMISSION OF LIABILITY**

7 This Consent Decree is executed as a compromise of a disputed claim. By entering into
8 this consent decree, Defendant makes no admission of fault. It is understood and agreed that said
9 Consent Decree and payment to complainant Christine Shackett is not to be construed as an
10 admission of liability on the part of Sierra Development Inc., d/b/a Club Cal Neva, their agents,
11 servants and/or employees, such liability being expressly denied.

12 **X. MODIFICATION AND SEVERABILITY**

13 20. This Decree constitutes the complete understanding of the parties with respect to the
14 matters contained herein. No waiver, modification or amendment of any provision of this Decree
15 will be effective unless made in writing and signed by an authorized representative of each of the
16 parties.

17 21. If one or more provisions of the Decree are rendered unlawful or unenforceable, the parties
18 shall make good faith efforts to agree upon appropriate amendments to this Decree in order the
19 effectuate the purposes of the Decree. In any event, the remaining provisions will remain in full
20 force and effect unless the purposes of the Decree cannot be achieved.

21 22. By mutual agreement of the parties, this Decree may be amended or modified in the
22 interests of justice and fairness in order to effectuate the provisions of this Decree.

23 **XI. COURT COSTS AND ATTORNEYS' FEES**

24 23. Each party shall bear its own court costs and attorneys' fees.

25 **XII. COSTS OF ADMINISTRATION AND IMPLEMENTATION OF DECREE**

26 24. Club Cal Neva shall bear all costs associated with its administration and implementation of
27 this Decree.

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XIII. MISCELLANEOUS PROVISIONS

25. Club Cal Neva will provide any potential successor with a copy of this Decree within a reasonable time of not less than thirty (30) days prior to the execution of any document providing for acquisition or assumption of control of Club Cal Neva, or any other material change in corporate structure, and shall simultaneously inform the Commission of the same.

26. Club Cal Neva and its successors shall assure that, during the term of this Decree, all of its officers, managers, and supervisors are aware of any of the terms of this Decree which relate to their job duties.

27. This Decree shall be binding upon and enforceable against Club Cal Neva and its successors and assigns.

IT IS SO ORDERED

Dated:

Judge, United States District Court

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

ANNA Y. PARK, Regional Attorney
DANA C. JOHNSON, Trial Attorney

Dated: 9/19/03

By:

DANA C. JOHNSON

Attorneys for Plaintiff,
U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

Dated: 9/15/03

By:

JEFF SIKI

President and Chief Executive Officer
SIERRA DEVELOPMENT CO. d/b/a
CLUB CAL NEVA

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27. This Decree shall be binding upon and enforceable against Club Cal Neva and its successors and assigns.

IT IS SO ORDERED

Dated: 10/2/03

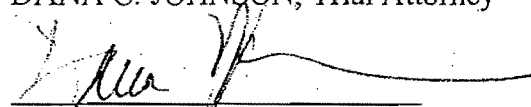

Judge, United States District Court

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

ANNA Y. PARK, Regional Attorney
DANA C. JOHNSON, Trial Attorney

Dated: 9/19/03

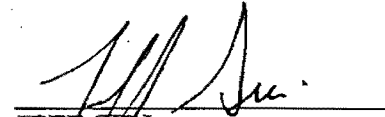
By:


DANA C. JOHNSON

Attorneys for Plaintiff,
U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

Dated: 9/15/03

By:


JEFF SIRI

President and Chief Executive Officer
SIERRA DEVELOPMENT CO. d/b/a
CLUB CAL NEVA