1 PAMELA J. THOMASON #107406
   ANAT EHRLICH #151836
2 DANIEL C. PRECIADO Ill.#3129203
   U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
3 255 E. Temple Street, 4th Floor
   Los Angeles, CA 90012
4 Telephone: (213) 894-1081

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

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8   UNITED STATES DISTRICT COURT

9   CENTRAL DISTRICT OF CALIFORNIA

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11 U.S. EQUAL EMPLOYMENT   )   CASE NO. CV 98-7297 R (AIJx)
   OPPORTUNITY COMMISSION,   )
12   )   CONSENT DECREE
         Plaintiff,   )
13   )
   v.   )
14   )
   LE PAFE, INC., d/b/a LA CHEF   )
15 BAKERY,   )
)
16   Defendant.   )
   _____)

17   The United States Equal Employment Opportunity Commission

18 (the "EEOC"), has alleged that Defendant discharged Jorge Garces

19 because of a perceived disability, violating Title I of the

20 Americans with Disabilities Act of 1990, 42 U.S.C. Section 12117

21 ("ADA"), and Title VII of the Civil Rights Act of 1964, 42 U.S.C.

22 Section 2000e, et seq., and the Civil Rights Act of 1991, 42

23 U.S.C. Section 1981A. Defendant has denied the existence of any

24 violation.

25   Plaintiff and Defendant herein seek to settle this action by

26 this Consent Decree, and so agree to the jurisdiction of this

27 Court, over those issues contained in the complaint on file in

28 the above-captioned action.

1 This Decree, being entered into with the Consent of

2 Plaintiff and Defendant shall not constitute an adjudication on

3 the merits of this case and shall in no manner be construed as an

4 admission by the Defendant of any violation of the ADA or any

5 liability arising from the factual allegations contained in the

6 Complaint on file herein.

7 This Decree is final and binding upon Plaintiff and

8 Defendant, as to the issues contained in the Complaint, as well

9 as upon the successors and assigns of all parties.

10 IT IS THEREFORE, ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

11 1. Defendant shall abide by the provisions set forth in the

12 Americans with Disabilities Act of 1990 including but not limited

13 to prohibition against firing an individual because of a

14 perceived disability.

15 2. Defendant agrees that there shall be no retaliation of

16 any kind against any person because he/she has opposed practices

17 made unlawful under the ADA.

18 3. Defendant shall pay Jorge Garces $20,000.00 in damages.

19 This amount shall be payable to Mr. Garces within ten (10) days

20 of the Court's approval of this decree. Said check shall be

21 mailed to Jorge Garces at 105 N. Blake Rd., (101), Hopkins, MN

22 55343 and a copy thereof to Daniel C. Preciado of the EEOC at 255

23 E. Temple Street, 4th Floor, Los Angeles, CA 90012.

24 4. In the event Defendant fails to timely adhere to the

25 above schedule, Defendant will be penalized $20.00 for each day

26 it is late. Any penalty money will also be paid to Mr. Garces.

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TRAINING

5. Defendant will conduct yearly training during the dates of the Consent Decree for its supervisors and manager on the ADA, including but not limited to prohibition against firing an employee because he/she is perceived to have a disability. The yearly training will be completed prior to the first day of November of each year, commencing with 1999. Also prior to September 1, 1999, Defendant will distribute to each employee its new updated Employee Handbook which will include Defendant's policy and practices to comply with the ADA.

6. Upon completion of the required training and distribution referred to above in paragraph 5, Defendant will so advise the EEOC in writing. Such notice will be sent to Daniel C. Preciado, United States Equal Employment Opportunity Commission, 255 E. Temple Street, 4th Floor, Los Angeles, CA 90012.

COURT COSTS AND ATTORNEY'S FEES

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

DURATION OF DECREE AND RETENTION OF JURISDICTION

8. The Consent Decree shall be in effect until June 1, 2003. During the term of the Consent Decree, the Court shall retain jurisdiction for the purpose of enforcing its provisions.

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9. If any provision(s) of the Consent Decree is found to be unlawful, only the specific provision(s) in question shall be affected and the other provisions will remain in full force and effect.

ENTERED AND ORDERED this ____ day of __JUN 21 1999__, 1999.

__MANUEL L. REAL__
Honorable Manuel Real
U.S. District Court Judge

Agreed and Consented to
for the U.S. Equal Employment
Opportunity Commission

Pamela J. Thomason
Regional Attorney
U.S. Equal Employment
Opportunity Commission
Attorneys for Plaintiff

Date: 6-3-99

Agreed and Consented to
for Le Pafe Inc., d/b/a
La Chef Bakery

Patricia S. Eyres
Barbara Boarnet
Attorneys for Defendant
Le Pafe, Inc.

Date: 6/9/99

LePafe.dec
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