

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

Case No.: 3:04-CV-276-BES-VPC

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

vs.

CAESARS ENTERTAINMENT, INC.
d/b/a RENO HILTON, PARK PLACE
ENTERTAINMENT CORPORATION
d/b/a RENO HILTON, FHR
CORPORATION d/b/a RENO HILTON,
AND DOES 1-10, inclusive,
Defendants.

CONSENT DECREE

ROSA de MORENO,

Plaintiff and Intervenor,

vs.

CAESARS ENTERTAINMENT, INC.,
dba RENO HILTON, PARK PLACE
ENTERTAINMENT CORPORATION
dba RENO HILTON, MARIA
MORALES, an individual; JUANA
GONZALES, an individual;
PRUDENCIA ESCOBAR, an individual;
DIOMIRA CASTRO; an individual; and
AN INDIVIDUAL KNOWN ONLY AS
"CHACHA," as an individual and in her
official capacity as Union Steward,
Defendants.

1 **I. INTRODUCTION**

2 A. Plaintiff U.S. Equal Employment Opportunity Commission (“EEOC”) filed this
3 action against Caesars Entertainment, Inc., d/b/a/ Reno Hilton; Park Place Entertainment
4 Corporation, d/b/a Reno Hilton; and FHR Corporation, d/b/a Reno Hilton, under Title VII of the
5 Civil Rights Act of 1964, as amended, Section 706 (f) (1) and (3), as amended, 42 U.S.C. § 2000e-5
6 (f) (1) and (3), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a (“Title VII”). In
7 its First Amended Complaint, the EEOC alleged that the Reno Hilton subjected Rosa Gonzales de
8 Moreno (“Gonzales de Moreno”) and other similarly-situated females to sex harassment and
9 retaliation. The EEOC has since identified three similarly-situated females (hereafter collectively
10 referred to as the “Class Members”). The EEOC has agreed to dismiss with prejudice, and has
11 dismissed with prejudice, Caesars Entertainment, Inc., d/b/a/ Reno Hilton and Park Place
12 Entertainment Corporation, d/b/a Reno Hilton. FHR Corporation, d/b/a Reno Hilton (hereafter,
13 “Defendant” or “the Reno Hilton”) is the only Defendant subject to this Consent Decree.

14 B. Gonzales de Moreno filed a Complaint in Intervention alleging that Caesars
15 Entertainment, Inc., d/b/a/ Reno Hilton, Park Place Entertainment Corporation, d/b/a Reno Hilton,
16 FHR Corporation, d/b/a Reno Hilton, Maria Morales, Juana Gonzales, Diomira Castro, Prudencia
17 Escobar and an individual known only as ChaCha Ayala, subjected her to sex harassment and
18 retaliation in violation of state and federal statutes, as well as a variety of tort claims.

19 C. The Reno Hilton denies unlawful discrimination, harassment or retaliation of any
20 sort, and denies all allegations of the EEOC, Gonzales de Moreno, and the Class Members.

21 D. As a result of having engaged in comprehensive settlement negotiations, the EEOC,
22 Gonzales de Moreno, and FHR Corporation d/b/a Reno Hilton (collectively referred to as “the
23 Parties”) have agreed to resolve this matter by entry of this Consent Decree (“the Decree”).

24 E. The Decree is not an adjudication or finding on the merits of this case and shall not be
25 construed as an admission or a violation of Title VII or any other law by Defendant, nor shall the
26 decree be used as evidence of liability, res judicata, or collateral estoppel in any other legal or
27 administrative proceeding against Defendant, or any parent or affiliate of Defendant.

28 F. This Decree is final and binding and enforceable upon Defendant FHR Corporation,

d/b/a Reno Hilton, as well as its officers, directors, agents, successors and assigns.

G. The Court has jurisdiction over the subject matter of this action, and the Parties to this action, pursuant to 28 U.S.C. Sections 451, 1331, 1337, 1343, 1345, 1367, and 42 U.S.C. 2000e-5(f). The rights of the Parties, the Class Members, and the public interest which the EEOC seeks redress, are fairly and adequately protected by this Decree. The Court shall retain jurisdiction of this action during the duration of the Decree to enforce the relief provided herein and otherwise effectuate the purposes of the Decree.

II. PURPOSES AND SCOPE OF THE CONSENT DECREE

The parties to this Consent Decree ("Decree") are the EEOC, Rosa Gonzales de Moreno, and FHR Corporation, d/b/a Reno Hilton. This Decree shall be binding on and enforceable against FHR Corporation, d/b/a Reno Hilton, and its officers, directors, agents, successors and assigns. 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 Decree.

A. The parties have entered into this Decree to:

1. to avoid expensive and protracted costs incident to litigation;
2. to provide a final and binding settlement upon the Parties;
3. to provide monetary and injunctive relief to Class Members;
4. to provide injunctive relief;
5. to ensure that the Reno Hilton's employment policies and procedures comply with Title VII;
6. to prevent and correct discrimination, harassment, and retaliation in the workplace;
7. to provide effective responses to discrimination complaints; and
8. to prevent retaliation against employees who engage in protected activities under Title VII.

There is no determination implied or expressed in this Consent Decree regarding whether the current policies practices and procedures of the Reno Hilton comply with Title VII.

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1 **III. EFFECTIVE DATE AND DURATION OF DECREE**

2 A. The provisions and agreements contained herein are effective immediately upon the
3 date on which this Decree is entered by the Court (“the Effective Date”).

4 B. The Decree shall remain in effect for two years after the Effective Date.

5 **IV. FINDINGS AS TO CONSENT DECREE**

6 Having examined the terms and provisions of this Decree and based on the pleadings, record
7 and stipulation of the Parties, the Court finds the following:

8 A. The Court has jurisdiction over the Parties and the subject matter of this action. The
9 Complaint asserts claims that, if proven, would authorize the Court to grant the relief set forth this
10 Decree.

11 B. The terms and provisions of this Decree are adequate, fair, reasonable, equitable and
12 just. The rights of the Parties and the public interest for which the EEOC seeks redress are protected
13 adequately by this Decree.

14 C. This Decree conforms to the Federal Rules of Civil Procedure and Title VII and is not
15 in derogation of the rights and privileges of any person. The entry of this Decree will further the
16 objectives of Title VII and will be in the best interest of the Parties.

17 **V. RESOLUTION OF CLAIMS**

18 A. This Decree constitutes a complete resolution of all allegations of federal
19 employment discrimination arising from or relating to: (1) EEOC Charge Nos. 34B-A3-00699 and
20 34B-2004-01094 (collectively, “the Charges”); (2) the EEOC’s Complaint and First Amended
21 Complaint; (3) claims against the Defendants in Rosa Gonzales de Moreno’s complaint in
22 intervention; and (4) claims that could have been brought as part of the Charges and Complaints by
23 the EEOC. The Decree also resolves any and all claims that Rosa Gonzales de Moreno could have
24 brought against Defendant in her complaint in intervention.

25 B. This Decree in no way affects the EEOC’s right to bring, process, investigate or
26 litigate other charges that may be in existence or may later arise against Defendant in accordance
27 with standard EEOC procedures.

28 C. It is expressly agreed by the Parties that no individuals other than Gonzales de

1 Moreno and the Class Members will receive any monetary relief under the terms of this Decree, or
2 stemming from the Charges or the Complaints.

3 D. Nothing in this Decree shall be construed to limit or reduce the Reno Hilton's
4 obligation to comply fully with Title VII or any other federal employment statute.

5 **VI. MONETARY RELIEF**

6 A. In settlement of the EEOC's, Gonzales de Moreno's, and the Class Members' claims
7 of unlawful harassment and retaliation, as alleged or as could have been alleged in the Charges,
8 Complaints, and this action, Defendant shall pay a total of \$125,000.00. Within ten business days
9 after the Effective Date of this Decree, the EEOC shall give the Reno Hilton written notice of the
10 specific monetary distribution that is to be provided to Gonzales de Moreno and each Class Member,
11 and the respective addresses where the checks should be delivered. Within ten business days after
12 receipt of such notice, the Reno Hilton will make payments as directed by the EEOC. Within three
13 (3) business days of the issuance of each check, the Reno Hilton shall submit a copy of each check
14 and related correspondence to Elizabeth Esparza-Cervantes, Trial Attorney, United States Equal
15 Employment Opportunity Commission, 350 The Embarcadero, Suite 500, San Francisco, CA 94105.

16 B. The payment of the above-described monetary relief to Gonzales de Moreno and the
17 Class Members shall be contingent on their execution of releases provided by the Reno Hilton.

18 C. Defendant shall prepare and distribute 1099 tax reporting forms to Gonzales de
19 Moreno and the Class Members, and shall make appropriate reports to the Internal Revenue Service
20 and other tax authorities. The Reno Hilton has not made any representations, warranties, or
21 guarantees regarding the taxable or non-taxable character of the monies paid in accordance with this
22 Agreement. Defendant shall be solely responsible for any costs associated with the issuance and
23 distribution of the 1099 tax reporting forms to each class members. Gonzales de Moreno and the
24 Class Members shall be solely responsible for employee's portion of taxes payable, if any, and
25 penalties arising out of payments made pursuant to this Decree, on their respective portion of
26 settlement proceeds reported in the 1099 tax reporting forms. Defendant is responsible for any
27 employer portion of taxes on the portion of settlement proceeds reported in the 1099 tax reporting
28 forms for each Class Member.

VII. INJUNCTIVE RELIEF

A. Non-Discrimination

Defendant, its officers, agents, management (including all supervisory employees), successors, assigns, and all those in active concert or participation with any of them, hereby agree (1) not to engage in sexual harassment or other form of sex discrimination; (2) to prevent and correct any harassment or other discrimination on the basis of sex; and (3) to ensure that employees who make a reasonable good faith complaint about or resist discrimination on the basis of sex are not subjected to any tangible employment actions in retaliation for their Title VII-protected activities.

B. Anti-Retaliation

Defendant, its officers, agents, management (including all supervisory employees), successors, assigns, and all those in active concert or participation with them, or any of them, hereby agree not to retaliate against any current or former employees for: (a) opposing any practice made unlawful under Title VII; (b) engaging in protected activity under Title VII; (c) filing a charge of discrimination; (d) participating in any manner in any investigation (including any internal investigation undertaken by defendant) or proceeding relating to any alleged Title VII violation; (f) asserting any rights under this Decree; or (g) receiving any relief under this Decree.

C. Posting

Within ten business days after the Effective Date and throughout the term of this Decree, Defendant shall post a full-sized copy of the Notice attached hereto as Exhibit A, in at least two clearly visible locations frequented by Reno Hilton employees.

D. Equal Employment Opportunity Consultant

Within ten business days after the Effective Date, the Reno Hilton shall notify the EEOC of their proposed choice for an Equal Employment Opportunity Consultant ("Consultant") who shall possess demonstrated experience in the area of sex harassment and retaliation, to assist in the implementation and monitoring of the Reno Hilton's compliance with Title VII and the provisions of this Decree. The Consultant chosen shall be subject to the EEOC's approval, which shall not be unreasonably withheld. If the EEOC does not approve the Reno Hilton's proposed Consultant, the EEOC shall provide the Reno Hilton with a list of at least three suggested candidates acceptable to

1 the EEOC from which the Reno Hilton may (but shall not be required to) choose and retain one
2 within fifteen (15) days of receipt of the list. If the three EEOC suggested consultants are not
3 acceptable, Reno Hilton must counter-propose, within ten days of its rejecting the EEOC's listed
4 consultants, with another Consultant for the EEOC's approval, which shall not be unreasonably
5 withheld. If the Defendant and the EEOC can not agree on a Consultant, they will each provide the
6 names and information regarding the qualifications of up to three consultants that would be
7 acceptable to each. The Court will then select a consultant from the candidates submitted by EEOC
8 and Defendant. The Reno Hilton shall bear all its costs associated with the selection and retention of
9 the Consultant and the performance of his/her duties during the term of the Decree.

10 **E. The Consultant's responsibilities shall include assisting:**

11 **1.** in the review and modification of Defendant's policies and procedures to
12 ensure effective investigations of discrimination and retaliation complaints;

13 **2.** in ensuring training for all employees on Defendant's policies and procedures
14 against discrimination and retaliation, and training for supervisors on recognizing discrimination and
15 retaliation and responding to such complaints;

16 **3.** in the review and/or modification of Defendant's discipline policies to hold
17 employees and managers accountable for engaging in sexual harassment and/or retaliation related
18 thereto, and/or failing to take appropriate action in response to complaints or inquiries regarding
19 sexual harassment;

20 **4.** Defendant to respond to any complaints or inquiries regarding sexual
21 harassment by serving as resource for the Reno Hilton to call upon at its option;

22 **5.** Defendant in monitoring to prevent retaliation against employees who
23 complain or inquire about discrimination and/or retaliation related thereto by serving as a resource
24 for the Reno Hilton to call upon at its option.

25 **6.** in ensuring that a system for tracking and providing follow-up on complaints
26 and/or inquiries regarding sexual harassment and/or retaliation is in place;

27 **7.** in ensuring that the reports required by this Decree are accurately compiled
28 and timely submitted, and the Reno Hilton otherwise complies with this Decree and Title VII.

1 **F. Revision of Policies Concerning Discrimination and Retaliation**

2 With the assistance of the Consultant, Defendant shall revise its policy on discrimination and
3 retaliation. A copy of the revised policy shall be submitted to the EEOC and distributed to all of
4 Defendant's employees within sixty (60) days of the Effective Date. The revised policy shall
5 include:

- 6 1. A strong and clear commitment to a workplace free of discrimination;
- 7 2. A clear and comprehensive description, including concrete examples, of
8 prohibited sexual harassment and retaliation;
- 9 3. A description of the possible consequences that will be imposed upon
10 violation of the policy against discrimination and retaliation;
- 11 4. A statement encouraging employees to come forward if they believe that they
12 have been discriminated against or retaliated against for complaining about discrimination;
- 13 5. An assurance that persons who in good faith complain about discrimination or
14 retaliation they experienced or witnessed will not be subject to retaliation;
- 15 6. A clearly described complaint process and procedure that provides for
16 accessible avenues of complaint; a prompt, thorough, and impartial investigation; and follow-up with
17 the complainant;
- 18 7. Assurance that the employer will protect the confidentiality of discrimination
19 complaints to the extent reasonably possible;
- 20 8. Assurance that Defendant will take immediate and appropriate correction
21 action if it determines that discrimination or retaliation has occurred;
- 22 9. A statement that Defendant's policy against discrimination and retaliation
23 applies to all of Defendant's management officials, supervisors, vendors, suppliers, third parties, and
24 customers;
- 25 10. The names, title, address, and telephone number, of appropriate employees of
26 Defendant (e.g. human resources personnel or managers) to whom employees may report
27 discrimination and retaliation;
- 28 11. A clear and comprehensive description of the specific responsibilities of

1 Defendant's supervisory employees when they witness discrimination and/or retaliation, and/or
2 receive a complaint and/or inquiry regarding discrimination and/or retaliation;

3 **12.** A clear and comprehensive description of the specific repercussions against
4 Defendant's supervisory employees who fail to perform their responsibilities when they witness
5 discrimination, retaliation and/or receive a complaint and/or inquiry regarding discrimination and/or
6 retaliation including, for example, that such supervisory employees would be subject to discipline up
7 to and including termination of employment; and

8 **13.** Defendant's policies and procedures shall be provided in Spanish to those
9 employees whose primary language is Spanish.

10 **G. Training**

11 **1.** Within ninety days after the Effective Date or thirty days after retaining the
12 Consultant, whichever is later, all of Defendant's managerial and staff/hourly employees shall be
13 required to attend training on their obligations and responsibilities under Defendant's policies and
14 procedures.

15 **2.** All employees' training shall include coverage of equal employment
16 opportunity rights and responsibilities, discrimination, retaliation, and Defendant's revised policies
17 and procedures for reporting and handling complaints of discrimination and retaliation.

18 **3.** The training of supervisory employees shall additionally include training on
19 how to recognize, prevent and correct retaliation, how to take preventative and corrective measure
20 against discrimination, and how to receive and investigate or report to designated officials
21 complaints of discrimination or retaliation.

22 **4.** After the initial training as specific above, all employees shall receive the
23 training at least annually thereafter for the remainder of the term of this Decree.

24 **5.** All new employees shall receive training on sex harassment and retaliation as
25 part of the orientation process, and all employees promoted from a lower-level to a supervisory
26 position shall receive supervisory training at the next scheduled annual training.

27 **6.** Training shall be provided in Spanish to all employees whose primary
28 language is Spanish.

H. Complaint Procedure

Within sixty (60) days of the Effective Date, Defendant shall modify its internal complaint procedure to provide for the filing, investigation and, if appropriate, remedying of complaints of illegal discrimination, harassment, and retaliation. Defendant shall ensure that its human resources department telephone number is available for complaints during business hours and can take voice mail messages of complaints after hours. The human resources department telephone number shall be disseminated to all Reno Hilton employees through posting, training addressed in the Decree, and in the policy, informing them that a complaint can be lodged at any time.

Defendant shall investigate and resolve all complaints of illegal discrimination, harassment, and retaliation in a timely and effective manner; and retain records for at least as long as the term of this Decree regarding resolution of all such complaints.

The Consultant shall track and collect all complaints filed thereunder. The Consultant shall also ensure that Defendant publicize the complaint procedure and monitor Defendant's investigation and resolution of such complaints.

The internal complaint procedure for such complaints shall incorporate the following elements:

1. A description of how investigations will be conducted;
2. A prompt commencement and thorough investigation by persons trained to conduct such investigations;
3. A statement that an investigation should include interviews of all relevant witnesses, including the complainant, and reviews of all relevant documents;
4. A written record of all investigatory steps, and any findings and conclusions, and any actions taken;
5. Provision for the reasonably prompt resolution of such complaints;
6. Confidentiality of the complaint and investigation to the extent reasonably possible;
7. Communication of the final conclusions and results of the investigation to the complainant;

8. A Notice that employees or applicants complaining of discrimination may use the company's internal complaint procedure; and

9. A statement that it is unacceptable to retaliate against anyone for using the complaint procedure, or assisting in the investigation of the complaint or utilization of the complaint procedure.

VIII. RECORD KEEPING AND REPORTING

A. Record Keeping

During the period of this Decree:

1. The Defendant, with assistance of the Consultant, shall
 - a) establish a record keeping procedure that provides for the centralized tracking of complaints of sex harassment and/or retaliation related thereto;
 - b) monitor processing of complaints to prevent retaliation.
2. Defendant will maintain all documents
 - a) generated in connection with every complaint of sex harassment and/or retaliation related thereto, the investigation into, and the resolution thereof for the duration of the Decree, including documents reflecting the complainant, alleged perpetrator, investigator(s), witness(es), decision-maker(s), and others identified by the complainant as witnesses; and
 - b) demonstrating the monitoring of persons against whom sex harassment and retaliation complaints related thereto have been substantiated through Defendant's internal complaint procedure;
3. Defendant will maintain all forms acknowledging employees' receipt of Defendant's revised discrimination and anti-retaliation policy and complaint procedure; and
4. Defendant will maintain all documents verifying the occurrence of all training sessions and names and positions of all attendees for each session as required under this Decree.

B. Reporting

During the period of this Decree, in addition to any reporting that is required in the above-stated provisions, Defendant shall provide written reports to the EEOC as follows:

1. Within ninety days after the Effective Date, Defendant shall submit to the

1 EEOC an initial report which contains:

2 a) A summary of the complaint procedure and record keeping methods
3 developed by the Reno Hilton;

4 b) A summary of the procedure and record keeping methods established
5 for tracking, and monitoring of complaints of sex harassment and retaliation related thereto;

6 c) A statement confirming that the Notice required by this Decree has
7 been posted; and

8 d) A statement confirming that the revised policy have been posted and
9 distributed to all employees.

10 2. Defendant shall also provide the following reports semi-annually throughout
11 the term of this Decree, beginning six calendar months after the Effective Date:

12 a) A list of the names and positions of employment of each employee
13 who attended each training required and provided under this Decree during the previous six months,
14 classified by the date and type of training (supervisory versus non-supervisory staff);

15 b) A list of the names and positions of each employee who failed to
16 attend the training, and written confirmation that those employees who missed the training were
17 informed of the requirement to attend the training and received training within sixty (60) days of the
18 missed training;

19 c) A brief description of all sex harassment and/or retaliation complaints
20 made since the submission of the immediately preceding report required by this Consent Decree (or
21 the Effective Date, if it is the first report). This description shall include the names of the individual
22 alleging sex harassment or retaliation, the nature of the sex harassment or retaliation alleged, the
23 names of the alleged perpetrators, the dates of the alleged acts of harassment or retaliation, a brief
24 summary of how each complaint was resolved, the identity of the person(s) who investigated and
25 resolved each complaint. If a complaint of sex harassment or retaliation has not been resolved as of
26 the time of the report, the result shall be included in the next report;

27 d) A description of monitoring or persons against whom sex harassment
28 and/or retaliation complaints have been substantiated through Defendant's internal complaint

1 procedure.

2 **IX. NEUTRAL REFERENCES**

3 Gonzales de Moreno and the Class Members will direct all persons seeking references to
4 the Reno Hilton's Director or Assistant Director of Human Resources at the following telephone
5 number and address: (775) 789-2201, Director of Human Resources, Reno Hilton, 2500 East Second
6 Street, Reno, Nevada 89595. The Reno Hilton shall hereafter give a neutral reference for Gonzales
7 de Moreno and the Class Members upon inquiry by any prospective employers; which includes the
8 following information: date of hire, position held, and date of departure.

9 **X. MODIFICATION AND SEVERABILITY**

10 A. This Decree constitutes the complete understanding of the Parties with respect to the
11 Matters contained herein. No waiver, modification or amendment of any provision of this Decree
12 will be effective unless made in writing and signed by an authorized representative of each of the
13 Parties.

14 B. If one or more provisions of the Decree are rendered unlawful or unenforceable, the
15 Parties shall make good faith efforts to agree upon appropriate amendments to this Decree in order to
16 effectuate the purposes of the Decree. The remaining provisions will remain in full force and effect
17 unless the purposes of the Decree cannot, despite the Parties' best efforts, be achieved.

18 C. By mutual agreement of the Parties, this Decree may be amended or modified in the
19 interest of justice and fairness in order to effectuate the provisions of this Decree.

20 **XI. COMPLIANCE AND DISPUTE RESOLUTION**

21 A. The Parties expressly agree that if the EEOC has reason to believe that Defendant has
22 failed to comply with any provisions of this Consent Decree, the EEOC may petition this Court to
23 enforce the Decree. Prior to initiating such petition, the EEOC will notify Defendant and its legal
24 counsel of record, in writing, of the nature of the dispute. This notice shall specify the particular
25 provision(s) that the EEOC believes has/have been breached. Absent a showing by either party that
26 the delay will cause irreparable harm, Defendant shall have forty-five days to attempt to resolve or
27 cure the breach.

28 B. The Parties agree to cooperate with each other and use their best efforts to resolve any

1 dispute referenced in the EEOC notice.

2 C. After thirty days have passed with no resolution or agreement to extend the time
3 further, the EEOC may petition this Court for compliance with this Decree, seeking all available
4 relief, including, but not limited to, the imposition of attorneys' fees and costs.

5 **XII. ADMINISTRATIVE AND IMPLEMENTATION OF CONSENT DECREE**

6 The Reno Hilton shall bear all costs associated with their obligations under this Consent
7 Decree.

8 **XIII. COSTS AND ATTORNEYS' FEES**

9 Each party shall bear its own costs of suit and attorneys' fees.

10 **XIV. COUNTERPARTS AND FACSIMILE SIGNATURES**

11 This Decree may be signed in counterparts. A facsimile signature shall have the same
12 force and effect of an original signature or copy thereof.

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Respectfully submitted,

Dated: June 15, 2006

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

By:

William R. Tamayo, Regional Attorney

By:

David F. Offen-Brown, Supervisory Trial Attorney

By:

Elizabeth Eparza-Cervantes, Trial Attorney

Attorneys for Plaintiff

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Dated: June 30, 2006

LITTLER MENDELSON

By:

Susan Heaney Vilden, Esq.

Attorneys for Defendants

CAESARS ENTERTAINMENT, INC. d/b/a RENO
HILTON, PARK PLACE ENTERTAINMENT
CORPORATION d/b/a RENO HILTON, FHR
CORPORATION, d/b/a RENO HILTON

Dated: June 1, 2006

CALLISTER & REYNOLDS, LLP

By:

Brooke Bohlke, Esq.

Attorneys for Plaintiff in Intervention

ROSA GONZALES DE MORENO

ORDER

The Court hereby retains jurisdiction. The provisions of the foregoing Consent Decree are hereby approved and compliance with all provisions thereof is fair and adequate.

DATED: September 20, 2006

HON. BRIAN E. SANDOVAL
UNITED STATES DISTRICT JUDGE