

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

**EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
v.)
)
CHRIS' S CAFÉ, INC)
)
Defendant.)**

**Civil Action No. 1:05CV0194
JUDGE GAUGHAN**

CONSENT DECREE

INTRODUCTION

A. This action was instituted by the United States Equal Employment Opportunity Commission (the "EEOC" or the "Com mission") on or about February 4, 2005, against Chris's Café, Inc. ("Chris's Café") under Title VII of the Civil Rights Act of 1964 and Title 1 of the Civil Rights Act of 1991 ("Title VII"). The EEO C alleged that Chris's Cafe discrim inated against Brittany Blevins, a waitress, on the basis of her sex, female, when she was subjected to a sexually hostile work environment created and maintained by Defendant.

B. This Consent Decree is entered into by the EEOC and Defendant Chris's Cafe. This Consent Decree shall be final and binding betw een the EEOC and Defenda nt Chris's Cafe, its directors, officers, agents, employees, successors or assigns and all persons in active concert or participation with it, (hereinafter collectively referred to as "Chris's Cafe" or "Defendant").

C. The Commission and Defendant do hereby agree to the entry of this Consent Decree, which shall fully and finally resolve all claims which were or could have been raised by the EEOC in its Complaint in Civil Action No. 1:05-CV-0194. This Consent Decree shall not constitute an adjudication of or finding on the merits of the case and shall not be construed as a violation of Title VII by Defendant.

ORDER

Upon consent of the parties to this action, it is hereby ORDERED, ADJUDGED and DECREED that:

NON-DISCRIMINATION AND NON-RETALIATION

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. Defendant is enjoined from engaging in any employment practice which constitutes unlawful discrimination under Title VII. Specifically, Defendant is enjoined from creating, fostering or tolerating a work environment which discriminates based on sex.
3. Defendant is enjoined from engaging in any employment practices which retaliate in any manner against any person, including but not limited to, Brittany Blevins and Jamie Daugherty, because of that person's opposition to any practice alleged or believed to be unlawful under Title VII, or because of the filing of a charge, the giving of testimony or assistance, or the participation in any manner in any investigation, hearing or proceeding under Title VII.
4. Defendant shall not divulge, directly or indirectly, except as required by law, to any employer or potential employers of Brittany Blevins and Jamie Daugherty, any of the facts or circumstances related to the charge of discrimination against Defendant, or any of the events relating to their participation in the litigation of this matter.

5. Chris's Cafe shall expunge from the personnel files of Brittany Blevins and Jamie Daugherty any documents, pleadings, correspondence and related papers pertaining to the charge of discrimination filed by Brittany Blevins with the Commission.

6. Defendant shall comply fully with all provisions of Title VII. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of Defendant under Title VII or the EEOC's authority to process or litigate any charge of discrimination which may be filed against the Chris's Cafe in the future.

MONETARY RELIEF

Brittany Blevins

7. Defendant agrees to pay monetary relief in the amount of \$4,000.00 (four thousand dollars) to Brittany Blevins in full settlement of the claims against Defendant which were raised in the Commission's Complaint. Defendant shall send a check in the gross sum of \$4,000.00 within ten (10) days after receipt of the signed Consent Decree. The check will be made payable to Brittany Blevins. If Chris's Cafe does not make the payment as designated in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus attorneys fees, costs, and interest to be paid at the legal rate, compounded daily. The check will be mailed to Brittany Blevins by certified mail, return receipt requested, or otherwise delivered to her. Defendant will mail a photocopy of the check to the EEOC, to the attention of Donna L. Williams-Alexander, Trial Attorney, EEOC, within five days of issuance to Brittany Blevins. A late payment will be subject to the accrual of interest on the unpaid amount, calculated pursuant to 28 U.S.C. § 1961.

Jamie

Daugherty

8. Defendant agrees to pay monetary relief in the amount of \$4,000.00 (four thousand dollars) to Jamie Daugherty in full settlement of the claims against Defendant which were raised in the Commission's Complaint. Defendant shall send a check in the gross sum of \$4,000.00 within ten (10) days after receipt of the signed Consent Decree. The check will be made payable to Jamie Daugherty. If Chris's Cafe does not make the payment as designated in the manner set forth in this Paragraph, the Court will enter a judgment for the entire amount remaining due, plus attorneys fees, costs, and interest to be paid at the legal rate, compounded daily. The check will be mailed to Jamie Daugherty by certified mail, return receipt requested, or otherwise delivered to her. Defendant will mail a photocopy of the check to the EEOC, to the attention of Donna L. Williams-Alexander, Trial Attorney, EEOC, within five days of issuance to Jamie Daugherty. A late payment will be subject to the accrual of interest on the unpaid amount, calculated pursuant to 28 U.S.C. § 1961.

POSTING OF NOTICE

9. Within ten (10) business days after entry of this Decree, or as soon as practicable, thereafter, but no later than thirty (30) business days thereafter, Chris's Café shall post same-sized copies of the Notice attached as Exhibit 1 to this Decree on all bulletin boards located at its Mansfield, Ohio, location, usually used by Defendant for communicating with employees. The notice shall remain posted for two (2) years from the date of entry of this Decree. Counsel for Defendant shall provide a copy of the Notice, and an indication of the date and locations of its posting(s), to the EEOC's Cleveland, Ohio Field Office, attention: Donna L. Williams-Alexander, within ten (10) days of the posting(s). Defendant shall permit a representative of the

EEOC to enter Defendant's Mansfield, Ohio premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice. Defendant shall take all reasonable steps to ensure that the posting(s) is/are not altered, defaced or covered by any other material. Should the posted notice(s) become defaced, removed, marred, or otherwise illegible, Defendant agrees to as soon as practicable post a readable copy in a manner as described herein.

NON-DISCRIMINATION AND ANTI-HARASSMENT POLICIES
AND COMPLAINT PROCEDURES

10. Defendant's policy or policies against discrimination, harassment and retaliation and complaint procedures shall be drafted in plain and simple language. Defendant shall ensure that its policy or policies against discrimination, harassment and retaliation and related complaint procedures meet the following minimum criteria:

(a) State that Defendant: (i) prohibits discrimination against employees on the basis of sex, and prohibits retaliation in violation of Title VII; (ii) prohibits retaliation against employees for opposing employment practices they reasonably believe are discriminatory or for participating in an investigation by the EEOC or a state or local governmental agency of a charge of discrimination under Title VII; (iii) prohibits any act, policy or practice that has the effect of harassing or intimidating any employee on the basis of sex in violation of Title VII; and (iv) prohibits any act, policy or practice that has the effect of creating, facilitating or permitting the existence of a work environment that is hostile to employees through acts such as physical/verbal abuse and derogatory comments based on sex in violation of Title VII;

(b) Include a complaint procedure designed to encourage employees to come forward

with complaints regarding violations of its policy or policies against discrimination, harassment and retaliation, which shall meet the following minimum criteria: (i) provide effective mechanism(s) for reporting incidents of discrimination, harassment and retaliation; (ii) provide that the complaints of discrimination, harassment and/or retaliation can be made either in writing or verbally; (iii) identify employees to whom an employee can make a complaint; (iv) on a 24-hour basis, employees may call John Achevich to make a complaint of discrimination, harassment or retaliation at (614) 560-4233; (v) provide that, upon an employee's request, Defendant will offer translating assistance for filing a written complaint in English or otherwise communicating during the investigation of a complaint; (vi) encourage prompt reporting by employees; and (vii) provide assurances that complainants shall not be subjected to retaliation;

- (c) Provide for prompt investigation of complaints of harassment and/or retaliation;
- (d) Provide for prompt communication to the complaining party of the results of the investigation and any remedial actions taken or proposed; and
- (e) Provide for discipline up to and including discharge of an employee or supervisor who violates Defendant's policy or policies against discrimination, harassment and retaliation, and for increasingly severe discipline for repeat offenders.

10. Defendant shall distribute to all of its employees and newly-hired employees at its Mansfield, Ohio location, its policy or policies against discrimination, harassment and retaliation within 90 days after entry of this Consent Decree.

11. Within 90 days after entry of this Consent Decree, Defendant shall advise Donna Williams-Alexander that its policy or policies against discrimination, harassment and retaliation have been distributed to current employees either in written or electronic form and that new

employees will receive these policies and acknowledge their receipt. Defendant will retain copies of any acknowledgment of receipt form for employees in their personnel files.

12. Defendant shall twice annually for the duration of the Consent Decree send or otherwise distribute a copy of its policy or policies against discrimination, harassment and retaliation to its employees either in written or electronic form.

MANAGEMENT ACCOUNTABILITY

13. Defendant shall promote management and/or supervisor accountability for the enforcement of non-discrimination under Title VII of the Civil Rights Act of 1964, by the following conduct:

- (a) Providing annual anti-discrimination training to all of its supervisory and managerial personnel as set forth in Paragraph 14;
- (b) Disciplining, up to and including discharge, any supervisor or manager who violates Defendant's policy or policies against discrimination, harassment and retaliation;
- (c) Imposing on all managers and supervisory personnel a duty to administer their work areas to ensure compliance with Defendant's policy or policies against discrimination, harassment and retaliation; and
- (d) Requiring all managers and supervisors to report any incidents and/or complaints of harassment and/or retaliation of which they become aware to the appropriate responsible officials.

TRAINING

14. Defendant shall provide training on the requirements of Title VII on the following

terms:

a . Defendant agrees to provide annual training sessions to all of its managers and supervisors who work at its Mansfield, Ohio location to be conducted by EEOC and/or by a trainer or vendor approved by the EEOC, to provide training on an employee's rights under Title VII, and the employer's obligations under Title VII, with an emphasis on what constitutes unlawful harassment and differential treatment of protected class employees in the workplace, how to keep Defendant free of such forms of discrimination, and what constitutes unlawful retaliation;

b. Each training session will include a live presentation by a high ranking official of Defendant, emphasizing Defendant's commitment to prevent discrimination and harassment;

c. Defendant shall first provide training in accordance with Paragraph 15(a) no later than six months of entry of this Consent Decree. Defendant shall then also provide such training annually for the duration of this Decree.

15. The Defendant shall obtain EEOC's approval of its proposed trainer prior to each year's set of training sessions. Defendant shall submit the name, address, telephone number and curriculum vitae /resume of the proposed trainer, together with the date(s) of the proposed training sessions to the EEOC within thirty (30) calendar days prior to the first day of the proposed date(s) of training. The Commission shall have ten (10) 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 Defendant's designated trainer(s), Defendant shall have ten (10) calendar days to identify an alternate trainer. The EEOC shall have ten (10) calendar days from the date of receipt of the information described above to accept or reject the alternate

trainer. In the event the Commission does not approve Defendant's alternate trainer, the Commission shall designate the trainer to be retained and paid for by Defendant. Defendant shall have ten (10) calendar days from receipt of the Commission's recommendation to accept or reject the alternate trainer. If Defendant and the Commission cannot agree upon a trainer, or for any other reason, Defendant shall retain the option to elect to have the EEOC conduct the training.

16. Defendant agrees to provide the EEOC with any and all copies of pamphlets, brochures, outlines or other written materials provided to the participants of the training sessions. Even though the Commission has approved of or designated a trainer to provide training for one year, it is not required to approve of or designate the same trainer for future training sessions.

17. Defendant shall certify to the EEOC in writing within five (5) business days after the training sessions have occurred that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the dates, location and duration of the training session; (ii) a copy of the registry of attendance, which shall include the name and position of each person in attendance; and (iii) a listing of all current employees, including temporary employees, as of the date of the training.

RECORD

KEEPING

18. For a period of two (2) years following entry of this Decree, Defendant shall maintain and make available for inspection and copying by the Commission, records of each complaint of any incident of sex and/or retaliation discrimination occurring at its Mansfield, Ohio location. Each such report shall indicate the date the complaint was made, who made it, what was alleged, and what actions the Defendant took to resolve the matter. The Defendant shall also

make records of all actions it takes to prevent sex and retaliation discrimination at its Mansfield, Ohio location during the duration of this Decree.

19. Defendant shall make all documents or records referred to in Paragraph 18, above, available for inspection and copying within ten (10) business days after the EEOC so requests. In addition, Defendant shall make available for interview all persons within its employ whom the EEOC reasonably requests for purposes of verifying compliance with this Decree and shall permit a representative of the Commission to enter Defendant's Mansfield, Ohio premises for such purposes with five (5) business days' advance notice by the EEOC.

20. Nothing contained in this Decree shall be construed to limit any obligation Defendant may otherwise have under Title VII or any other law or regulation.

REPORTING

21. Defendant shall furnish to the EEOC the following written reports 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. A summary of the information recorded by Defendant pursuant to Paragraph 18, including the name of the complainant, the allegation of the complaint and the action taken by Defendant in response; and

b. During the period governed by this Consent Decree, Defendant will certify that the Notice required to be posted in Paragraph 9, remained posted during the previous six months. Such certification will be made every six months during the period of this Consent Decree. The EEOC will mail John Achevich and/or counsel for Chris's Café a demand for this

information 30 days before it becomes due.

DISPUTE RESOLUTION

22. In the event that either party to this Decree believes that the 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 within ten (10) days 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 within ten (10) business days, the complaining party may apply to the Court for appropriate relief.

MISCELLANEOUS PROVISIONS

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

24. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of Defendant in their capacities as representatives, agents, directors and officers of Defendant, and not in their individual capacities. This Paragraph shall not be construed as placing any limit on remedies available to the Court in the event that any individual is found to be in contempt for a violation of this Decree.

25. This Consent Decree shall fully and finally resolve all claims which were raised or could have been raised by the EEOC in its Complaint in Civil Action No. 1:05CV0194.

26. This Consent Decree shall be filed in the United States District Court for the Northern District of Ohio and shall continue to be in effect for a period of two (2) years. Any application by any party to modify or vacate this Consent Decree during such period shall be made by motion to the Court on no less than thirty (30) days notice to the other party.

27. The Court retains jurisdiction over this case in order to enforce the terms of the Consent Decree.

28. The Clerk of the District Court is hereby directed to send a file-stamped copy of this Consent Decree to counsel of record.

EXHIBIT 1

NOTICE TO ALL CHRIS'S CAFE, INC. EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the U.S. District Court, Northern District of Ohio in EEOC v. Chris's Cafe, Inc., Civil Action Number 1:05-CV-0194, resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against the Chris's Cafe, Inc. of Mansfield ("Chris's Cafe").

Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, et seq., as amended, ("Title VII"), prohibits discrimination against employees and applicants for employment based upon race, color, sex, religion or national origin. Title VII further prohibits retaliation against employees or applicants who avail themselves of their rights under Title VII by engaging in protected activities, such as opposing employment practices believed to be discriminatory, filing a charge of discrimination and/or testifying or participating in a Commission investigation. The EEOC is a federal agency which investigates charges of unlawful employment discrimination. The EEOC has authority to bring lawsuits in Federal Court to enforce Title VII.

In its lawsuit, the EEOC alleged that Chris's Cafe discriminated against an employee on the basis of her sex, (female), when she was subjected to a sexually hostile work environment created and maintained by the Defendant.

To resolve the case, Chris's Cafe and the EEOC have entered into a Consent Decree which provides, among other things, that: (1) Chris's Cafe will not discriminate on the basis of sex; (2) Chris's Cafe will not retaliate against any person because she or he opposes any practice made unlawful by Title VII, filed a charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree; and (3) Chris's Cafe will train all employees at its Mansfield, Ohio location, regarding sex discrimination and the restaurant's policies on that matter.

If you believe you have been discriminated against, you may contact John Achevich at (614) 560-4233, or you may call EEOC at (216) 522-2001.

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: Associate Regional Attorney, EEOC Cleveland Field Office, AJC Federal Office Building, 1240 East Ninth Street, Suite 3001, Cleveland, Ohio 44199.

EXHIBIT 2

RELEASE BY CLAIMANT BRITTANY BLEVINS

Pursuant to the terms of the Consent Decree entered into by the Equal Employment Opportunity Commission ("EEOC") and Chris' Cafe, Inc. ("Chris's Café"), in the above-captioned case, I, Brittany Blevins, do hereby waive, remit, release and forever discharge Chris' Cafe, its subsidiary companies, and any and all of the officers, directors, agents, employees, and members of such entity or entities from any and all claims, demands or causes of action under Title VII, of the Civil Rights Act of 1964; Title 1 of the Civil Rights Act of 1991 and Chapter 4112 of the Ohio Revised Code, arising from any right or entitlement now existing until the date of execution of this Release for facts arising from or by way of allegations which were made or could have been made in EEOC, et al. v. Chris' Cafe, Inc., Civil Action No.1:05-CV- 0194, based on claim s of discrimination, occurring prior to this date. This Release is freely executed in return for the good and valuable consideration set forth in the above-referenced Consent Decree.

Date: _____, 2006 SIGNATURE:

BRITTANY

BLEVINS

Sworn to and Subscribed
Before me this _____ day
of _____, 2006.

NOTARY PUBLIC

My Commission Expires:

RELEASE BY CLAIMANT JAMIE DAUGHERTY

Pursuant to the terms of the Consent Decree entered into by the Equal Employment Opportunity Commission ("EEOC") and Chris' Cafe, Inc. ("Chris's Café"), in the above-captioned case, I, Jamie Daugherty, do hereby waive, remit, release and forever discharge Chris' Cafe, its subsidiary companies, and any and all of the officers, directors, agents, employees, and members of such entity or entities from any and all claims, demands or causes of action under Title VII, of the Civil Rights Act of 1964; Title 1 of the Civil Rights Act of 1991 and Chapter 4112 of the Ohio Revised Code, arising from any right or entitlement now existing until the date of execution of this Release for facts arising from or by way of allegations which were made or could have been made in EEOC, et al. v. Chris' Cafe, Inc., Civil Action No.1:05-CV-0194, based on claims of discrimination, occurring prior to this date. This Release is freely executed in return for the good and valuable consideration set forth in the above-referenced Consent Decree.

Date: _____, 2006

SIGNATURE:

JAMIE

DAUGHERTY

Sworn to and Subscribed
Before me this _____ day
of _____, 2006.

NOTARY PUBLIC

| My Commission Expires: