

ORIGINAL

1 A. Luis Lucero, Jr., (CA) SBN 77241
Cherry-Marie D. Rojas, (CA) SBN 141482
2 Dana C. Johnson, (CA) SBN 187341
U.S. EQUAL EMPLOYMENT
3 OPPORTUNITY COMMISSION
255 East Temple Street, 4th Floor
4 Los Angeles, CA 90012
Tel: (213) 894-1079
5 Fax: (213) 894-1301

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6 Attorneys for Plaintiff
U.S. Equal Employment
7 Opportunity Commission

8 KAMER ZUCKER & ABBOTT
Scott M. Abbott #4500
9 Chantel D. Carmouche #7640
Edwin A. Keller, Jr. #6013
10 3000 West Charleston Boulevard, Suite 3
Las Vegas, Nevada 89102-1990
11 Tel: (702) 259-8640
Fax: (702) 259-8646

12 Attorneys for Defendants
13 Valentino Las Vegas, LLC;
Zum Ritter Corp. d/b/a Valentino;
14 and Giorgio, LLC

15 UNITED STATES DISTRICT COURT
16 DISTRICT OF NEVADA

17 U.S. EQUAL EMPLOYMENT)
OPPORTUNITY COMMISSION,)
18)
Plaintiff,)

Case No. CV-S-04-1357-JCM-PAL

19 vs.)

CONSENT DECREE

20 VALENTINO LAS VEGAS, LLC,)
21 VALENTINO SANTA MONICA, LLC,)
GIORGIO CAFÉ & RISTORANTE; AND)
22 DOES 1 – 10, INCLUSIVE,)

23 Defendants.)

24
25 Plaintiff U.S. Equal Employment Opportunity Commission (“EEOC”) and Defendants
26 Valentino Las Vegas, LLC; Zum Ritter Corp. d/b/a Valentino; and Giorgio, LLC (hereinafter
27 collectively “Valentino”), hereby stipulate and agree to entry of this Consent Decree to resolve
28 the EEOC’s Complaint, filed under Sections 706(f)(1) and 707 of Title VII of the Civil Rights

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27

1 Act of 1964, as amended, 42 U.S.C. § 2000e-5(f)(1), and Section 102 of the Civil Rights Act of
2 1991, 42 U.S.C. § 1981a (“Title VII”). The EEOC’s Complaint alleges that Valentino subjected
3 a group of female employees to a sexually hostile environment. Valentino denies liability.

4 **I. JURISDICTION**

5 The Court has jurisdiction over the parties and the subject matter of this lawsuit, pursuant
6 to 28 U.S.C. Sections 451, 1331, 1337, 1343, 1345, 1367 and 42 U.S.C. 2000e-5(f). The Court
7 shall retain jurisdiction of this action during the duration of the Decree for purposes of entering
8 all orders, judgments and decrees which may be necessary to implement and/or enforce the relief
9 provided herein or to otherwise effectuate the purposes of the Decree.

10 **II. PURPOSE AND SCOPE OF THE CONSENT DECREE**

11 A. The parties to this Consent Decree (“Decree”) are the EEOC and Valentino
12 (collectively the “Parties”). This Decree shall be binding on and enforceable against Valentino
13 and its officers, directors, agents, successors and assigns.

14 B. As a result of having engaged in comprehensive settlement negotiations the
15 Parties have agreed that this action should be finally resolved by entry of this Decree for the
16 following purposes:

- 17 1. To avoid expensive and protracted costs incident to litigation;
- 18 2. To provide a final and binding settlement upon the Parties as to all claims
19 alleged in the Complaint;
- 20 3. To provide monetary and injunctive relief;
- 21 4. To ensure that Valentino’s employment policies and procedures comply
22 with Title VII;
- 23 5. To ensure training for Valentino’s employees with respect to their
24 obligations under Title VII; and
- 25 6. To provide effective responses to harassment, retaliation and
26 discrimination complaints.

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

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

4 B. Except as otherwise provided herein, the Decree shall remain in effect for three
5 (3) years after the Effective Date.

6 **IV. FINDINGS**

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

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

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

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

18 **V. RESOLUTION OF CLAIMS**

19 A. The Parties agree that this Decree constitutes a complete resolution of EEOC
20 Charge No. 340-2003-10068 and the Complaint filed in this action. The Decree does not,
21 however, resolve any charges of discrimination that may be pending with or brought in the future
22 before the EEOC other than the charge specifically referred to in this paragraph.

23 B. Nothing in this Decree shall be construed to limit or reduce Valentino’s obligation
24 to comply fully with Title VII or any other federal employment statute.

25 C. 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 Valentino in accordance
27 with standard EEOC procedures.
28

1 D. Entry into or performance of the terms of this Decree is not and shall not in any
2 way be construed as an admission by any Party as to the merits of any Party's positions, claims
3 and/or defenses raised in the lawsuit and shall not be construed as an admission by Valentino Las
4 Vegas, Zum Ritter or Giorgio of liability to any persons, or of any wrongful acts, acts of
5 discrimination, or violations of any federal, state or local law. The Parties acknowledge that they
6 have entered into this Decree for the sole purpose of resolving the aforementioned differences in
7 order to avoid the burden, expense, delay and uncertainties of litigation and so the parties may
8 buy their peace.

9 VI. MONETARY RELIEF

10 Valentino shall pay a total of \$600,000 in settlement of all monetary claims of the
11 identified Claimants: Megan Anderson, April Carr, Tamara Gonzalez, Heather Lantz and Amber
12 Williams (collectively "Claimants"). The parties agree that this monetary settlement shall be
13 allocated amongst the Claimants as directed by the EEOC and at the EEOC's sole discretion.
14 Monetary settlements are for asserted emotional distress sustained by each of the Claimants as a
15 result of conduct complained-of in the Complaint. Accordingly, no withholdings shall be made
16 from any of the above payments. Defendants shall issue checks, via certified mail, to each of the
17 Claimants no later than ten (10) days from: (1) the Effective Date or (2) the date in which the
18 EEOC provides Valentino with mailing addresses and allocation amounts for the Claimants,
19 whichever is later. All monetary payments to the Claimants under this Decree shall be reported
20 by Valentino on IRS Form 1099. Defendants shall submit a copy of each check and related
21 correspondence to the Regional Attorney, United States Equal Employment Opportunity
22 Commission, 255 East Temple Street, 4th Floor, Los Angeles, CA 90012, within three (3) days of
23 issuing the checks.

24 VII. INJUNCTIVE RELIEF

25 A. Non-Discrimination

26 Valentino, their officers, agents, management (including all supervisory employees),
27 successors, assigns, and all those in active concert or participation with any of them, hereby
28 agree (1) not to engage in sexual harassment or other form of sex discrimination; (2) to prevent

1 and correct any harassment or other discrimination on the basis of sex; and (3) to ensure that all
2 employees who complaint about or resist discrimination on the basis of sex are not subjected to
3 any tangible employment actions.

4 **B. Anti-Retaliation**

5 Valentino, their officers, agents, management (including all supervisory employees),
6 successors, assigns, and all those in active concert or participation with them or any of them,
7 hereby agree not to retaliate against any current or former employee of Valentino for: (a)
8 engaging in protected activity under Title VII; (b) participating in any manner to any
9 investigation (including any internal investigation undertaken by Valentino) or proceeding
10 relating to any alleged Title VII violation; (c) being identified as a possible witness or claimant
11 pertaining to any alleged Title VII violation; (d) asserting any rights under this Decree; or (e)
12 receiving any relief under this Decree.

13 **C. Equal Employment Opportunity Consultant**

14 Valentino shall designate or retain an Equal Employment Opportunity Consultant
15 (“Consultant”), to implement and monitor Valentino’s compliance with Title VII and the
16 provisions of this Decree. Within ten days after the Effective Date, Valentino shall notify the
17 EEOC of its proposed choice for a Consultant, who shall possess demonstrated experience in the
18 area of sexual harassment and retaliation. The Consultant chosen shall be subject to the EEOC’s
19 approval, which shall not be unreasonably withheld. (The EEOC expressly agrees that the law
20 firm of Kamer Zucker & Abbott is an acceptable selection for the role of Equal Employment
21 Opportunity Consultant). If EEOC does not approve Valentino’s proposed Consultant, the
22 EEOC shall provide Valentino with a list of at least three suggested candidates acceptable to the
23 EEOC from which Valentino must choose and retain one within fifteen days of receipt of the list.
24 Valentino shall bear all costs associated with the selection and retention of the Consultant and
25 the performance of its duties during the term of the Decree.

26 The Consultant’s responsibilities shall include:

- 27 1. Reviewing Valentino’s policies and procedures and modifying them, as
28 necessary, to ensure effective investigations of discrimination and retaliation complaints;

1 2. Ensuring training for (a) all employees on Valentino's policies and procedures
2 against discrimination and retaliation and (b) supervisors and management on recognizing
3 discrimination and retaliation and responding to such complaints thereof;

4 3. Monitoring Valentino's response to any complaints or inquiries regarding sexual
5 harassment to ensure an adequate response and to prevent retaliation against employees
6 who complain or inquire about discrimination or retaliation;

7 4. Reviewing and/or modifying Valentino's discipline policies to hold employees
8 and managers accountable for failing to take appropriate action and/or for engaging in
9 other conduct prohibited under this Decree;

10 5. Ensuring that all reports required by this Decree are accurately compiled and
11 timely submitted; and

12 6. Otherwise ensuring compliance with the terms of this Decree and Title VII.

13 **D. Revision of Policies Concerning Discrimination, Harassment, and Retaliation**

14 With the assistance of the Consultant, Valentino shall review its existing policies
15 addressing discrimination, harassment and retaliation and, if necessary, shall revise them to
16 comply with the requirements set forth below. The finalized policy shall, at a minimum, include:

17 1. A strong and clear commitment to a workplace free from discrimination,
18 harassment and retaliation;

19 2. A clear and comprehensive description, including concrete examples, of
20 prohibited sexual harassment and retaliation;

21 3. A description of the possible consequences that will be imposed upon violation of
22 the policy against discrimination, harassment and retaliation;

23 4. A statement encouraging employees to come forward if they believe that they
24 have been discriminated, harassed or retaliated against;

25 5. An assurance that persons who in good faith complain about discrimination or
26 retaliation they experienced or witnessed will not be subject to retaliation;

27 6. A clearly described complaint process that provides accessible avenues of
28 complaint;

1 7. Assurance that the employer will protect the confidentiality of discrimination
2 complaints to the extent possible;

3 8. A complaint process that provides a prompt, thorough, and impartial
4 investigation;

5 9. A system for tracking down and providing follow-up on complaints and/or
6 inquiries regarding sexual harassment and/or retaliation;

7 10. Assurance that Valentino will take immediate and appropriate corrective action if
8 it determines that discrimination, harassment or retaliation has occurred;

9 11. The contact information, including name, address, and telephone number of
10 persons both internal (*i.e.*, Valentino human resources personnel or managers) and
11 external (*i.e.*, EEOC and the Consultant) to whom employees may report complaints of
12 discrimination, harassment or retaliation at any time without fear of reprisal. The contact
13 information shall be visibly posted in an area accessible to all employees and placed in
14 the employee handbook;

15 12. A statement that Valentino's policies with respect to discrimination, harassment
16 and retaliation apply to all third-parties that interact with Valentino's employees;

17 13. A clear and comprehensive description of the specific responsibilities of
18 Valentino's supervisory and managerial employees when they witness or learn of
19 discrimination, harassment and/or retaliation and/or receive a complaint and/or inquiry
20 regarding discrimination, harassment and/or retaliation; and

21 14. A clear and comprehensive description of the consequences for Valentino's
22 supervisory and managerial employees who fail to perform their responsibilities when
23 they witness or learn of discrimination, harassment and/or retaliation and/or receive a
24 complaint and/or inquiry regarding discrimination, harassment and/or retaliation.

25 A copy of the reviewed/revised policy in compliance with the above requirements shall
26 be submitted to the EEOC and distributed to all Valentino's employees within sixty (60) days of
27 the Effective Date.

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1 **E. Training**

2 1. Within forty-five (45) days of the Effective Date or thirty (30) days after hiring
3 the Consultant, whichever is later, Valentino shall submit its training materials on
4 discrimination and retaliation to the EEOC.

5 2. If Valentino has not conducted sexual harassment training of its entire workforce
6 within the six (6) months preceding the Effective Date, then all of Valentino's managerial
7 and staff/hourly employees shall be required to attend a training on their obligations and
8 responsibilities under Valentino's policies and procedures within sixty (60) days after the
9 Effective Date or thirty (30) days after retaining the Consultant, whichever is later.
10 Thereafter, Valentino shall provide annual training to its entire workforce for the Term of
11 the Decree.

12 3. All employees' training shall include coverage of the subjects of equal
13 employment opportunity rights and responsibilities, harassment, discrimination,
14 retaliation, and Valentino's policies and procedures for reporting and handling complaints
15 of harassment, discrimination and retaliation.

16 4. In addition, Valentino shall provide training to supervisory and managerial
17 employees, which shall include training on how to recognize, prevent, and correct
18 retaliation, how to take preventive and corrective measures against discrimination and
19 harassment, and how to receive, investigate, and/or report to designated officials
20 complaints of discrimination, harassment or retaliation.

21 5. For the remainder of the term of this Decree, all new employees and all
22 employees recently promoted from a staff/hourly to a managerial position shall receive
23 the managerial or staff/hourly employee training, as appropriate, within ninety (90) days
24 of hire or promotion.

25 **F. Performance Evaluations for Supervisors and Managers**

26 For the upcoming review cycle, Valentino shall revise its performance evaluation forms
27 for managers and supervisors in order to include measures for performance compliance with
28 Valentino's discrimination, harassment and retaliation policies and procedures.

1 At least thirty (30) days prior to implementing the performance evaluation forms
2 described above, Valentino will provide the EEOC and the Consultant with the proposed
3 revisions in order to provide an opportunity for comment regarding the revisions. EEOC will
4 provide comments, if any, within thirty (30) days of receipt of the proposed revisions. Valentino
5 shall respond to such comments within fifteen (15) days of receipt. If the parties cannot agree on
6 the proposed revisions, any disputes will be resolved according to the Dispute Resolution
7 Procedures set forth below.

8 **G. Neutral References**

9 In the event that any prospective employers contact Valentino inquiring into the
10 employment of any of the Claimants, Valentino shall provide a neutral reference which includes
11 only the following information: dates of employment and position held. Valentino shall explain
12 that its internal policy allows it to reveal only that information to prospective employers.

13 **H. Posting**

14 Within ten (10) business days after the Effective Date and throughout the term of this
15 Decree, Valentino shall post a full-sized copy of the Notice attached hereto as Appendix A, in
16 clearly visible locations frequented by employees (*e.g.*, breakrooms) at each of its facilities.

17 **I. Record Keeping and Reporting**

18 1. Record Keeping

19 The Consultant shall establish a record keeping procedure that provides for the
20 centralized tracking of complaints of discrimination and the monitoring of such complaints to
21 prevent retaliation. The records to be maintained during the period of this Consent Decree shall
22 include:

- 23 a. Discrimination, harassment and retaliation policies;
- 24 b. Complaint procedure;
- 25 c. All documents generated in connection with any complaint, investigation
26 into, or resolution of every complaint of discrimination or retaliation for the
27 duration of the Decree and the identities of the parties involved, including, but not
28

1 limited to, the complainant, alleged perpetrator, investigator(s), witness(es), and
2 decision-maker(s);

3 d. All materials used in trainings; and

4 e. Attendance lists for all trainings.

5 2. Reporting

6 Valentino shall provide the written reports to the EEOC as follows:

7 a. Within ninety (90) days after the Effective Date, Valentino shall submit to
8 the EEOC an initial report which contains:

9 i. A copy of the finalized policy against discrimination, harassment
10 and retaliation;

11 ii. A summary of the procedures and record keeping methods
12 developed by the Consultant for handling, tracking, and monitoring of
13 complaints of discrimination and retaliation; and

14 iii. A statement confirming that all employees have received the
15 revised policy.

16 b. Valentino shall also provide the following reports annually throughout the
17 term of this Decree, beginning six (6) calendar months after the Effective Date:

18 i. A list of the names and positions of employment of each employee
19 who attended each training requires and provided under this Decree during
20 the previous six (6) months, classified by the date and type of training
21 (supervisory versus non-supervisory staff);

22 ii. A list of the names and positions of each employee who failed to
23 attend the training, the reason training was not attended, and written
24 confirmation that those employees will be trained within thirty days of the
25 missed training;

26 iii. Any revisions to the discrimination, harassment and retaliation
27 policy; and
28

1 iv. A brief description of all discrimination and/or retaliation
2 complaints made since the submission of the immediately preceding report
3 required by this Consent Decree (or the Effective Date, if it is the first
4 report). This description shall include the names of the individuals
5 alleging discrimination or retaliation, the nature of the discrimination or
6 retaliation alleged, the names of the alleged perpetrators, the dates of the
7 alleged acts of discrimination or retaliation, a brief summary of how each
8 complaint was resolved and the identity of the person(s) who investigated
9 and resolved each complaint. If a complaint of discrimination or
10 retaliation has not been resolved as of the time of the report, the result shall
11 be included in the next report.

12 **VIII. DISMISSAL OF VALENTINO LAS VEGAS WITH PREJUDICE**

13 Valentino Las Vegas is hereby dismissed with prejudice. The Court shall retain
14 continuing jurisdiction over this matter with regard to Valentino Las Vegas only for the purpose
15 of enforcing the terms of this Decree, as set forth in Paragraph I, above, and for no other reason.

16 **IX. UNIDENTIFIED CLAIMANTS**

17 Within seven (7) days of the Effective Date, Valentino shall provide to the EEOC a list
18 containing the name and last known address of each female employee employed at Valentino
19 Santa Monica any time from January 1, 1997 through December 31, 1998 and a list containing
20 the name and last known address of each female employee employed at Giorgio from January 1
21 through June 30, 2004.

22 The EEOC shall have seven (7) days from receipt of the lists to prepare and mail form
23 letters ("Initial Mailing") to the persons identified by the lists. The form letter (a copy of which
24 is appended hereto as Appendix B) shall exclude any specific reference to: (A) Arturo Nieto; (B)
25 the possible receipt of money; and (C) reference to examples of harassment. The EEOC may
26 send a second round of form letters to those addressees whose letters are returned to the EEOC
27 as undeliverable. The EEOC will consider only those responses to the form letter that it receives
28 within fifteen (15) days of receipt by the addressee and within sixty (60) days of the Initial

1 Mailing (“Response Period”), and no claim will be the subject of any further action if it is not
2 received during the Response Period. Concurrent with the transmission of these letters to the
3 employees, the EEOC shall also submit copies of all letters sent to the law firm of Kamer Zucker
4 & Abbott.

5 If the EEOC receives responses to the form mailing that it deems to be credible within the
6 Response Period, it will apprise Valentino’s counsel within five (5) days of its determination that
7 it has received a credible response and the identity of the responding individual.

8 Unless the EEOC files written notification with the Court that it has received credible
9 responses to the form mailing, Defendants Zum Ritter Corporation (Valentino Santa Monica)
10 and Giorgio, LLC shall be dismissed with prejudice seventy-nine (79) days after the Effective
11 Date, and the Court shall retain continuing jurisdiction over this matter with regard to Zum Ritter
12 Corporation and Giorgio, LLC only for the purpose of enforcing the terms of this Decree, as set
13 forth in Paragraph I, above, and for no other reason.

14 If, at the close of the Response Period, the EEOC as received any responses that it deems
15 to be credible, the Parties will engage in good faith discussions to first attempt to resolve any
16 such claims informally, including discussion of the reasons why the EEOC finds the response(s)
17 to be credible, including disclosure of the general nature of the conduct alleged, the individual(s)
18 involved, and the date and locale of the conduct. If an informal resolution cannot be reached, the
19 EEOC reserves the right to re-initiate proceedings (as to any new claimants) in the context of the
20 above-captioned lawsuit only as to Zum Ritter Corporation and/or Giorgio, LLC. In such event,
21 Zum Ritter Corporation and/or Giorgio, LLC reserve the right to assert any and all applicable
22 defenses as to such new claims.

23 **X. STAYING OF THE PROCEEDINGS**

24 The above-captioned lawsuit, including all discovery and pending motions, shall be
25 stayed in order for the Parties to undertake the efforts described in Paragraph IX, above. In the
26 event that the lawsuit is not dismissed in accordance with Paragraph IX, the Parties expressly
27 reserve all rights to pursue any existing motions on file in the lawsuit, and entry into this Decree
28 shall in no way prejudice or provide a defense to such motions.

1 **XI. MODIFICATION AND SEVERABILITY**

2 A. This Decree constitutes the complete understanding of the Parties with respect to
3 the matters contained herein. No waiver, modification or amendment of any provision of this
4 Decree will be effective unless made in writing and signed by an authorized representative of
5 each of the Parties.

6 B. If one or more provisions of the Decree are rendered unlawful or unenforceable,
7 the Parties shall make good faith efforts to agree upon appropriate amendments to this Decree in
8 order to effectuate the purposes of the Decree. In any event, the remaining provisions will
9 remain in full force and effect unless the purposes of the Decree cannot, despite the Parties' best
10 efforts, be achieved.

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

13 **XII. COMPLIANCE AND DISPUTE RESOLUTION**

14 A. The Parties expressly agree that if the EEOC has reason to believe that Valentino
15 has failed to comply with any provision of this Consent Decree, the EEOC may petition this
16 Court to enforce the Decree. Prior to initiating such petition, the EEOC will notify Valentino
17 and/or its legal counsel of record, in writing, of the nature of the dispute. This notice shall
18 specify the particular provision(s) that the EEOC believes has/have been breached. Absent a
19 showing by either party that the delay will cause irreparable harm, Valentino shall have thirty
20 (30) days to attempt to resolve or cure the breach.

21 B. The Parties agree to cooperate with each other and use their best efforts to resolve
22 any dispute referenced in the EEOC notice.

23 C. After forty-five (45) days have passed with no resolution or agreement to extend
24 the time further, the EEOC may petition this Court for compliance with this Decree, seeking all
25 available relief, including, but not limited to, the imposition of attorneys' fees and costs and an
26 extension of the term of the Decree for such period of time as Valentino is shown to be in breach
27 of the Decree.

1 **XIII. COSTS OF ADMINISTRATION AND IMPLEMENTATION OF CONSENT**
2 **DECREE**

3 Valentino shall bear all costs associated with its obligations under this Consent Decree.

4 **XIV. COSTS AND ATTORNEYS' FEES**

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

6 **XV. COUNTERPARTS**

7 This Decree may be signed in counterparts.

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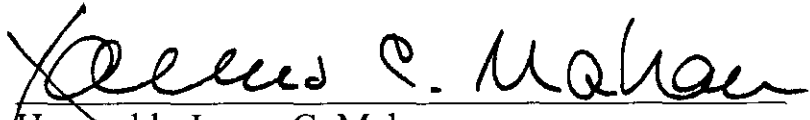
ORDER

The Court finds that the terms of the proposed Consent Decree are fair and adequate to carry out the purposes of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e-5, *et seq.*

Accordingly, the proposed Consent Decree is to be entered as an Order of this Court. The Court retains jurisdiction over this matter for the three (3) year term of the proposed Consent Decree.

IT IS SO ORDERED.

DATED: Oct 12, 2005.


Honorable James C. Mahan
United States District Court Judge

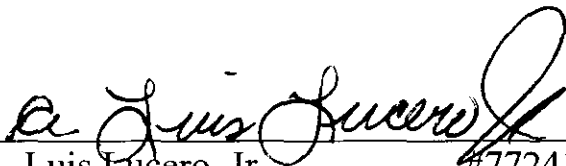
Respectfully submitted,

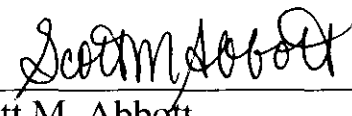
Dated: _____, 2005.

Dated: September 14, 2005.

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

KAMER ZUCKER & ABBOTT

By: 
A. Luis Lucero, Jr. #77241
Cherry-Marie D. Rojas #141482
Dana C. Johnson #187341
255 East Temple Street, 4th Floor
Los Angeles, California 90012
Tel: (213) 894-1079
Fax: (213) 894-1301

By: 
Scott M. Abbott #4500
Edwin A. Keller, Jr. #6013
Chantel D. Carmouche #7640
3000 West Charleston Boulevard, Suite 3
Las Vegas, Nevada 89102-1990
Tel: (702) 259-8640
Fax: (702) 259-8646

Attorneys for U.S. Equal Employment
Opportunity Commission

Attorneys for Defendants Valentino Las
Vegas, LLC, Zum Ritter Corp. d/b/a
Valentino; and Giorgio, LLC

APPENDIX A

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Los Angeles District Office

255 E. TEMPLE STREET, 4TH FLOOR
LOS ANGELES, CALIFORNIA 90012
1-800-669-4000
(213)894-1000
TDD (213) 894-1121
FAX (213) 894-1118

NOTICE OF CONSENT DECREE

**TO ALL WORKERS AT VALENTINO SANTA MONICA, VALENTINO LAS VEGAS
AND GIORGIO CAFFÉ & RISTORANTE:**

The U.S. Equal Employment Opportunity Commission (“EEOC”) filed a lawsuit in the United States District Court for the District of Nevada entitled EEOC v. Valentino Las Vegas, Valentino Santa Monica, Giorgio Caffé & Ristorante, and Does 1-10, Case Number CV-S-04-1357-JCM-PAL. The EEOC filed this lawsuit on behalf of a group of female employees, alleging that Defendants (collectively “Valentino”) subjected them to sexual harassment resulting in a hostile working environment.

Valentino settled the federal lawsuit by entering into a three (3) year Consent Decree with the EEOC which Decree provided for a monetary settlement. You may obtain a copy of the Consent Decree at your expense. To obtain a copy, you must contact the Office of the U.S. District Court, District of Nevada.

Among the terms of the Consent Decree, Valentino must:

- Compensate the five identified claimants;
- Post this Notice of Consent Decree in each of its facilities;
- Review and, if necessary, revise its discrimination, harassment and retaliation policies and establish an internal complaint procedure;
- Establish a centralized tracking system for harassment, discrimination and retaliation complaints;
- Provide annual EEO training for managers, supervisors, human resources personnel, officers and the rank and file workforce;
- Hire a consultant to assist in revision of policies and procedures and properly investigate and handle any complaints of harassment; and
- Report the progress of the foregoing to the EEOC for a term of three years.

Regardless of whether you complain internally to Valentino or Giorgio, you also have a right to file a charge with the EEOC if you feel that you have been discriminated against in violation of federal anti-discrimination laws such as

Title VII of the Civil Rights Act of 1964, which prohibits employment discrimination based on race, color, religion, sex or national origin;

The Age Discrimination in Employment Act of 1967, which prohibits age discrimination;

Title I of the Americans with Disabilities Act of 1990, which prohibits employment discrimination against people with disabilities; or

The Equal Pay Act of 1963 Act, which prohibits wage discrimination because of gender.

Should be believe that you have been discriminated against, harassed, subjected to a hostile environment or retaliated against because of your sex, race, color, national origin, religion, age or disability, you may follow Valentino's internal complaint procedures and/or seek assistance by filing a charge of discrimination with the EEOC at:

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
255 East Temple Street, 4th Floor
Los Angeles, CA 90012
TELEPHONE NUMBER: (213) 894-1083

In particular, if you feel that you have been retaliated against because of the filing of a charge of discrimination, giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing concerning discrimination, you should contact the EEOC. Further information about the EEOC is available on its web site at www.eeoc.gov.

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

This Notice shall remain posted in a clearly visible location frequented by employees at Valentino's facilities for three years from the date upon which the Court signs this Notice.

It is so ORDERED this 12th day of October, 2005.

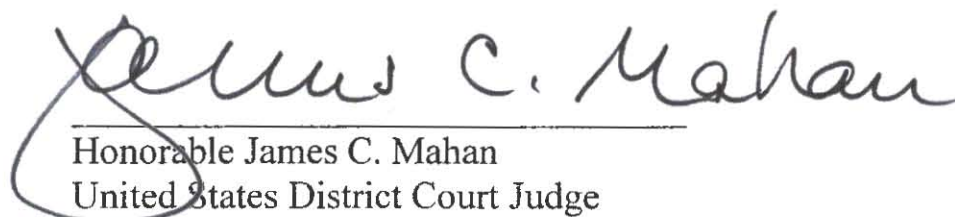

Honorable James C. Mahan
United States District Court Judge

Image Not
Available

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Los Angeles District Office

255 East Temple Street, 4th Floor
Los Angeles, CA 90012
(213) 894-1000
TTY (213) 894-1121
FAX (213) 894-1118

_____, 2005

VIA FIRST CLASS MAIL

Re: EEOC v. Valentino et al.

Dear _____:

The U.S. Equal Employment Opportunity Commission is the federal agency which enforces laws prohibiting discrimination in the workplace. The EEOC is looking into allegations of sexual harassment relating to [Valentino Santa Monica]/[Giorgio Caffè & Ristorante]. The EEOC is currently trying to identify any women who experienced or witnessed incidents of a sexual harassment while employed at [Valentino Santa Monica]/[Giorgio Caffè & Ristorante] between [1997 and 1998]/[January and June of 2004]. If you either witnessed or were subjected to inappropriate conduct of a sexual or sexist nature, I would like to speak with you at your earliest convenience. If you have any information, please contact the EEOC within the next two (2) weeks either at (213) 894-1079 or via email at Dana.Johnson@eeoc.gov. Leave a brief message with your name, telephone number, and a convenient time for an EEOC representative to get back to you.

Sincerely,

Dana Johnson
Senior Trial Attorney