

RECEIVED

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF TEXAS
EL PASO DIVISION

FILED

AUG 04 2004

CLERK, U.S. DISTRICT COURT
WESTERN DISTRICT OF TEXAS
BY DEPUTY CLERK

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION)
BY)

Plaintiff,)

v.)

CIVIL ACTION NO. EP-04-CA-0015-KC

GRAND CHINA BUFFET, INC. d/b/a)
THE GRAND CHINA BUFFET,)
)

Defendant.)
_____)

CONSENT DECREE

The parties to this Consent Decree are the Plaintiff, United States Equal Employment Opportunity Commission ("EEOC") and Defendant, Grand China Buffet, Inc. d/b/a The Grand China Buffet ("Grand China"). This Consent Decree resolves the above-referenced Civil Action No. EP-04-CA-0015-KC. The EEOC initiated this lawsuit under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e, *et seq.* ("Title VII") and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

Plaintiff's Complaint in this lawsuit asserts unlawful employment practices on the basis of gender, race, and national origin, and seeks to provide relief to Sonia Ramirez, Michelle Camacho, and a class of non-Asian, Hispanic women who were adversely affected by those practices. Ms. Ramirez and Ms. Camacho are non-Asian, Hispanic females, and Plaintiff EEOC alleges, in the Complaint, that a class of non-Asian, Hispanic females, which included them, was subjected to discrimination, in violation of Title VII, when Ms. Camacho, Ms. Ramirez, and other members of the class, were sexually harassed and constructively discharged, because of

their gender, their race, and their national origin. Defendant Grand China denies the allegations contained in the EEOC's Complaint, and by entering into this Consent Decree, the Defendant does not admit that it has engaged in sexual harassment or has in any other way violated the law.

The EEOC and Grand China wish to settle this Action, without the necessity of further litigation, pursuant to the terms delineated in this Decree.

IT IS ORDERED, ADJUDGED AND DECREED as follows:

1. This Court has jurisdiction of the subject matter of this action and the parties, venue is proper, and all administrative prerequisites to the filing of this action have been met. The Complaint states claims on behalf of Sonia Ramirez, Michelle Camacho, and a class of non-Asian, Hispanic females which, if proved, would authorize this Court to grant relief against Grand China, pursuant to Title VII.
2. This Consent Decree resolves all issues raised in EEOC's Complaint in this case. EEOC waives further litigation of all issues raised in the above-referenced Complaint. EEOC expressly reserves its right, however, to process and litigate any other charges which may now be pending or may in the future be filed against Grand China.
3. The duration of this Consent Decree shall be one year from the date of its filing with the Court. This Court shall retain jurisdiction of this action during the period of this Consent Decree and may enter such other and further relief as it deems appropriate to ensure implementation and enforcement of its provisions. Any violation of the Consent Decree by Grand China, or its agents or assigns, shall toll the running of this one year period as of the date of the violation. If the Court subsequently determines this Consent Decree was violated, the one year period shall recommence and continue from the date of entry of an Order setting out such a

violation or until such time as ordered by the Court. Should the Court find this Consent Decree was not violated, the one year period shall recommence, retroactive to the date of the filing of the pleading alleging that a violation had occurred.

4. Grand China, in settlement of this dispute, shall pay Michelle Camacho the sum total of \$6,000, and shall pay to Sonia Ramirez the sum total of \$6,000. The payment to Ms. Camacho shall be sent directly to her at 913 Palma Sola Drive, El Paso, TX 79907. The payment to Ms. Ramirez shall be sent directly to her at 8573 Delfina, El Paso, TX 79907. A copy of each settlement check and any accompanying transmittal documents shall be forwarded to the EEOC to the attention of Robert B. Harwin, Regional Attorney, 5410 Fredericksburg Road, Suite 200, San Antonio, TX 78229.

5. Grand China shall provide positive employment references for Sonia Ramirez, Michelle Camacho, and every other class member specified by Plaintiff EEOC, and in giving employment references regarding class members, Grand China shall make no mention of the filing of the Complaint, or the underlying charges of discrimination filed by Ms. Ramirez and Ms. Camacho.

6. Grand China shall expunge the personnel files of Sonia Ramirez, Michelle Camacho, and every other class member, of any and all documents specified by the EEOC after its review of those files.

7. Grand China, its agents, officers, employees, servants, successors, and assigns, are enjoined, during the term of this Consent Decree, from discriminating against any employee on the basis of gender, race, or national origin. The conduct enjoined includes allowing any of its employees to be subjected to a sexually hostile work environment, and/or constructively

discharging any of its Hispanic, non-Asian, female employees, because of their gender, race, and/or national origin.

8. Grand China, its agents, officers, employees, servants, successors, and assigns, are also enjoined, during the term of this Consent Decree, from retaliating in any manner whatsoever against Sonia Ramirez, Michelle Camacho, and/or any other past, present, or future employee, who opposes any employment practice which she reasonably believes to be unlawful, pursuant to Title VII, or who files a discrimination charge, gives testimony or assistance, or participates in any manner in any investigation, proceeding, hearing or action under Title VII.

9. Grand China shall provide its employees with a place of employment free of discrimination on the basis of gender, race, and national origin.

10. Grand China shall post a notice regarding its practices, policies, and intent not to discriminate against any employee in violation of Title VII. Such notice shall be as set forth in Exhibit "A", which is attached to this Consent Decree. A copy of Exhibit "A" shall be posted, in English, and in the primary language of the majority of Grand China employees, on all employee bulletin boards, and other areas where employees are likely to congregate. The notice shall be posted within 10 days of the filing date of the Consent Decree, and shall remain posted for the duration of this Consent Decree.

11. Within ten days of the filing date of this Consent Decree, Grand China will provide each of its employees with a copy of Exhibit "A", either in English, or in their primary language, requesting that each employee sign and return an acknowledgment signifying that they have received and understand said notice. During the term of this Consent Decree, Grand China will maintain each such acknowledgment for every one of its employees. In order to comply

with this requirement, as new employees are hired, they will be provided with a copy of Exhibit "A", either in English, or in their primary language, and will be required to sign and return an acknowledgment signifying that they have received and understand said notice.

12. Within thirty days of the entry of this Consent Decree, Grand China shall create and disseminate to all employees a written anti-sexual harassment policy. That policy will, at a minimum, define sexual harassment, explain the complaint mechanism which is available to any employee who believes she is being sexually harassed, and contain a "safety valve", meaning that, if, in the future, an employee of Grand China believes that she is being sexually harassed by one of Grand China's owners, she will have the ability, pursuant to the written anti-sexual harassment policy, to complain to someone other than those owners, themselves, and/or their wives, and meaning that the person who is designated, pursuant to the written anti-sexual harassment policy, to receive employee complaints, will have the ability and the authority to investigate those complaints, and rectify any sexual harassment which this investigation reveals, even if it is one of Grand China's owners who has caused, or contributed to, the sexual harassment.

13. During the term of this Consent Decree, Grand China will provide every new employee with a copy of the aforementioned written sexual harassment policy, before each such employee actually starts working for Grand China.

14. To further the ends of this Consent Decree, within ninety (90) days of the entry of this Decree, all of Grand China's shareholders and their wives, and every Grand China employee shall participate in equal employment opportunity training of at least four hours provided by Thomas A. Spieczny. This training shall: (a) explain the law relating to discrimination in

employment based on gender, including but not limited to, sexual harassment and sexually hostile working environments; (b) explain the law relating to discrimination under Title VII more generally, including but not limited to, race discrimination, national origin discrimination, and constructive discharges; and (c) explain the damaging effects of discrimination based on gender, national origin, and race to victims, their families, their co-workers, and the workplace environment. In addition, the training shall teach non-discriminatory work and management techniques when interfacing or interacting with other employees, and the responsibilities of supervisory employees and human resources personnel to provide prompt and effective relief to individuals who complain of discrimination based on sexual harassment.

15. The EEOC shall have the right to ensure compliance with the terms of this Consent Decree and may: (a) conduct inspections of any of Grand China's facilities; (b) interview employees of Grand China; and (c) examine and copy relevant documents.

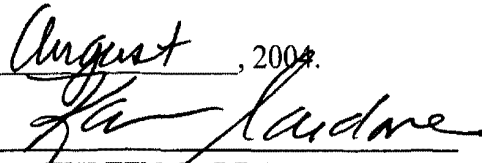
16. The terms of this Consent Decree shall be binding upon the EEOC and Grand China, their agents, officers, employees, servants, successors, and assigns, as to the issues resolved herein.

17. Each party shall bear its own costs, including attorney's fees incurred in this action.

18. The parties agree that there is no prevailing party in this action or proceeding.

The Clerk shall furnish a copy hereof to each attorney of record.

SO ORDERED. Signed this 14th day of August, 2004.


KATHLEEN CARDONE
UNITED STATES DISTRICT JUDGE

Dated: 8/2/04

Respectfully submitted,

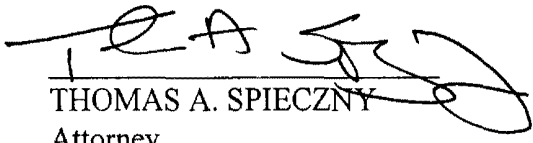
ERIC S. DREIBAND
General Counsel

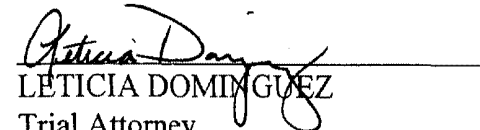
JAMES L. LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel

Robert B. Harwin by permission
ROBERT B. HARWIN
Regional Attorney
D.C. State Bar No. 0760873

Judith Taylor by permission
JUDITH TAYLOR
Supervisory Trial Attorney
Texas State Bar No. 19708300


THOMAS A. SPIECZNY
Attorney
Texas State Bar No. 18933100


LETICIA DOMINGUEZ
Trial Attorney
Texas State Bar No. 00795741

210 N. Campbell
El Paso, TX 79901
Tel: (915) 533-5581
Fax: (915) 532-1515

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

El Paso Area Office
300 E. Main, Suite 500
El Paso, Texas 79901
Tel: (915) 534-6676
Fax: (915) 534-6701

ATTORNEY FOR DEFENDANT

ATTORNEYS FOR PLAINTIFF