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6-14-2008

## **EEOC v. Intrawest Golf Management, Inc., and Does 1-10, Inclusive**

Judge Virginia A. Phillips

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## EEOC v. Intrawest Golf Management, Inc., and Does 1-10, Inclusive

### Keywords

EEOC, Intrawest Golf Management, Inc., and Does 1-10, Inclusive, EDCV-07-1179 VAP (JCRx), Consent Decree, Hostile Work Environment, Sex, Female, Service, Employment Law, Title VII

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26 **UNITED STATES DISTRICT COURT**  
27 **CENTRAL DISTRICT OF CALIFORNIA**  
28 **EASTERN DIVISION**

U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,

Plaintiff,

vs.

INTRAWEST GOLF  
MANAGEMENT, INC., and DOES 1-  
10, Inclusive,

Defendants.

Case No. EDCV 07-1179 VAP (JCRx)

CONSENT DECREE

1 INTRODUCTION

2 Plaintiff U.S. Equal Employment Opportunity Commission ("EEOC") and  
3 Defendant Intrawest Golf Management, Inc. ("Intrawest Golf"), hereby stipulate  
4 and agree to entry of this Consent Decree to resolve the EEOC's Complaint, filed  
5 under Sections 706(f)(1) of Title VII of the Civil Rights Act of 1964, as amended,  
6 42 U.S.C. § 2000e-5(f)(1) and Section 102 of the Civil Rights Act of 1991, 42  
7 U.S.C. § 1981a. The EEOC's Complaint alleges that Intrawest Golf discriminated  
8 against subjected its employee, **Redacted**, to a hostile environment because of  
9 sex in violation of Title VII. Defendant has denied that it harassed Charging Party  
10 and/or violated Title VII. The Commission and Defendant now seek to resolve this  
11 action without further contested litigation through the instant Consent Decree. This  
12 resolution does not constitute an admission of liability on the part of Defendant.

13 I. JURISDICTION

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

20 II. PURPOSES AND SCOPE OF THE CONSENT DECREE

21 A. The parties to this Consent Decree ("Decree") are the EEOC and  
22 Intrawest Golf (collectively the "Parties"). This Decree shall be binding on and  
23 enforceable against Intrawest Golf and its officers, directors, agents, successors  
24 and assigns.

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

- 4 1. To avoid expensive and protracted costs incident to litigation;
- 5 2. To provide a final and binding settlement upon the Parties as to  
6 all claims alleged in the Complaint;
- 7 3. To provide monetary and injunctive relief;
- 8 4. To ensure training for Intrawest Golf's employees with respect  
9 to their obligations under Title VII; and
- 10 5. To provide effective responses to harassment complaints.

11 III. EFFECTIVE DATE AND DURATION OF DECREE

12 A. The provisions and agreements contained herein are effective  
13 immediately upon the date on which this Decree is entered by the Court ("the  
14 Effective Date").

15 B. Except as otherwise provided herein, the Decree shall remain in effect  
16 for two (2) years after the Effective Date.

17 IV. FINDINGS

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

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

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

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

5 V. RESOLUTION OF CLAIMS

6 A. The Parties agree that this Decree constitutes a complete resolution of  
7 EEOC Charge No. 345-2005-01154 and the Complaint filed in this action. The  
8 Decree does not, however, resolve any charges of discrimination that may be  
9 pending with or brought in the future before the EEOC other than the charge  
10 specifically referred to in this paragraph.

11 B. Nothing in this Decree shall be construed to limit or reduce Intrawest  
12 Golf's obligation to comply fully with Title VII or any other federal employment  
13 statute.

14 C. This Decree in no way affects the EEOC's right to bring, process,  
15 investigate or litigate other charges that may be in existence or may later arise  
16 against Intrawest Golf in accordance with standard EEOC procedures.

17 VI. MONETARY RELIEF

18 Intrawest Golf shall pay **Redacted** a total of fifty thousand dollars  
19 (\$50,000.00) in settlement of all monetary claims. The monetary settlement  
20 constitutes compensatory damages for emotional distress alleged to have been  
21 sustained by **Redacted** as a result of the conduct complained of in the Complaint.  
22 Accordingly, no FICA/FUTA or any other withholdings shall be made from any of  
23 the above payments. Defendant shall deliver a check to Ms. **Redacted**, via certified  
24 mail to an address to be provided to Defendant by the EEOC, no later than fifteen  
25 (15) days from the Effective Date. Defendant shall submit a copy of the check and  
26 related correspondence to the Regional Attorney, United States Equal Employment  
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1 Opportunity Commission, 255 East Temple Street, 4th Floor, Los Angeles, CA  
2 90012, within three (3) days of issuing the check. At or before January 15, 2009,  
3 Defendant shall issue to Ms. [Redacted], via certified mail, an IRS 1099 form  
4 reflecting payment of the settlement amount. Defendant shall submit a copy of  
5 said IRS 1099 form and related correspondence to the Regional Attorney, United  
6 States Equal Employment Opportunity Commission, 255 East Temple Street, 4th  
7 Floor, Los Angeles, CA 90012, within three (3) days of issuing the IRS 1099 form.

8 VII. INJUNCTIVE RELIEF

9 A. Non-Discrimination

10 Intrawest Golf, its officers, agents, management, successors, assigns, and all  
11 those in active concert or participation with any of them, hereby agree (1) not to  
12 engage in sexual harassment or other forms of sex discrimination; and (2) to  
13 prevent and correct any harassment or other discrimination on the basis of sex.

14 Intrawest Golf, its officers, agents, management (including all supervisory  
15 employees), successors, assigns, and all those in active concert or participation  
16 with them, or any of them, hereby shall not implement or permit any action, policy  
17 or practice with the purpose of retaliating against any current or former employee  
18 because he or she has in the past, or during the term of this Decree: (a) opposed  
19 any practice made unlawful under Title VII; (b) filed a charge of discrimination  
20 alleging such practice; (c) testified or participated in any manner in any  
21 investigation (including without limitation, any internal investigation undertaken  
22 by Lawry's), proceeding in connection with this case and/or relating to any claim  
23 of a Title VII violation; (d) was identified as a possible witness or claimant in this  
24 action; (e) asserted any rights under this Decree; or (f) sought and/or received any  
25 relief in accordance with this Decree.

26 B. Training

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1           1. All of Intrawest Golf human resources personnel shall be  
2 required to attend training on their obligations and responsibilities under Title VII  
3 and Intrawest Golf's policies and procedures related to harassment within sixty  
4 days after the Effective Date. Thereafter, Intrawest Golf shall provide annual  
5 training to its human resources personnel for the Term of the Decree.

6           2. The training shall include coverage of the subjects of equal  
7 employment opportunity rights and responsibilities; harassment discrimination,  
8 and retaliation; Intrawest Golf's policies and procedures for reporting and handling  
9 complaints of harassment and discrimination; how to recognize, prevent, and  
10 correct discrimination, harassment and retaliation; and how to receive, investigate,  
11 and/or report to designated officials complaints of discrimination, harassment or  
12 retaliation.

13           3. Within forty-five (45) days of the Effective Date, and thereafter  
14 no later than fifteen (15) days prior to providing annual training to its human  
15 resources personnel as required in Paragraph B(1), Intrawest Golf shall submit its  
16 training materials to the EEOC.

17           4. For the remainder of the term of this Decree, all new human  
18 resources personnel shall receive the training described in this Paragraph within  
19 ninety (90) days of hire or transfer into the human resources department.

20           C. Reporting

21           Within fifteen (15) days after the initial training of human resources  
22 personnel and each annual training thereafter, Intrawest Golf shall submit to the  
23 EEOC an report which containing

24           1. a list of the names and positions of employment of each human  
25 resources employee who attended each training required and provided under  
26 this Decree; and  
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1           2.     a list of the names and positions of each human resources  
2     employee who failed to attend the training, the reason training was not  
3     attended, and written confirmation that those employees will be trained  
4     within thirty (30) days of the missed training;

5     VIII. MODIFICATION AND SEVERABILITY

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

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

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

18     IX. COMPLIANCE AND DISPUTE RESOLUTION

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

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

3 C. After thirty days have passed with no resolution or agreement to  
4 extend the time further, the EEOC may petition this Court for compliance with this  
5 Decree, seeking all available relief, including, but not limited to, the imposition of  
6 attorneys' fees and costs and an extension of the term of the Decree for such period  
7 of time as Intrawest Golf is shown to be in breach of the Decree.

8 X. COSTS OF ADMINISTRATION AND IMPLEMENTATION OF  
9 CONSENT DECREE

10 Intrawest Golf shall bear all costs associated with its obligations under this  
11 Consent Decree.

12 XI. COSTS AND ATTORNEYS' FEES

13 Each Party shall bear its own costs of suit and attorneys' fees.

14 XII. COUNTERPARTS AND FACSIMILE SIGNATURES

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

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Respectfully Submitted,

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Dated: June 5, 2008

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U.S. EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

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BY: \_\_\_\_\_  
Anna Y. Park

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Regional Attorney for Plaintiff,  
EEOC

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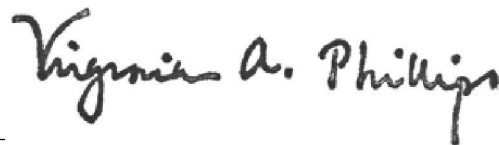
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Dated: June 5, 2008

Intrawest Golf Management, Inc.

BY: \_\_\_\_\_  
Matt Lindley

IT IS SO ORDERED:



Date: June 14, 2008

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Hon. Virginia A. Phillips  
U.S. District Judge