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## EEOC v. Chateau Del Mar, Inc. and Hickory Properties, Inc.

Judge Rebecca Pallmeyer

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## EEOC v. Chateau Del Mar, Inc. and Hickory Properties, Inc.

### Keywords

Equal Employment Opportunity Commission, Joan Knable, Jill Raddatz, Karen Curry, Chateau Del Mar, Inc., Hickory Properties, Inc., Steven Gianakas, 1:08-cv-01720, Consent Decree, Disparate Treatment, Hostile Work Environment, Retaliation, Constructive Discharge, Hiring, Hostile Work Environment, Termination, Terms and Conditions, Sex, Female, Race, African American, Black, Hospitality, Employment Law, Title VII



**IN THE UNITED STATES DISTRICT COURT  
FOR THE NORTHERN DISTRICT OF ILLINOIS  
EASTERN DIVISION**

**EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,**

**Plaintiff,**

**and**

**CHATEAU DEL MAR, INC. and  
HICKORY PROPERTIES, INC.**

**Defendants.**

**Case Nos. 08 C 1720 and 08 C 5388**

**Judge Rebecca Pallmeyer**

**Magistrate Judge Nan Nolan**

**CONSENT DECREE**

**THE LITIGATION**

1. On October 24, 2007, Charging Parties Joan Knable (“Knable”), Jill Raddatz (“Raddatz”) and Karen Curry (“Curry”) filed a federal lawsuit captioned *Karen Curry, Joan Knable and Jill Raddatz v. Chateau Del Mar, Inc. and Steven Gianakas*, Case No. 07 C 6021. The Complaint alleged that Defendants Chateau Del Mar, Inc. and Steven Gianakas violated Title VII of the Civil Rights Act of 1964 (“Title VII”) and the Civil Rights Act of 1991 by discriminating against Knable, Raddatz and Curry on the basis of their sex by subjecting them to harassment and retaliation. The Complaint also alleged statutory and common law tort causes of action relating to Knable, Raddatz and Curry’s employment. The case was assigned to Judge Rebecca Pallmeyer. On May 8, 2008, Curry, Knable, and Raddatz filed an Amended Complaint, alleging that Defendants Chateau Del Mar., Inc., Hickory Properties, Inc., d/b/a Hickory Hills Country Club, and Steven P. Gianakas (“Gianakas”) violated Title VII by engaging in the same acts as alleged in their original Complaint. Defendants filed an Answer in which they denied the

allegations.

2. On March 25, 2008, Plaintiff United States Equal Employment Opportunity Commission (the "EEOC" or "Commission") filed its Complaint in this action, Case No. 08 C 1720, alleging that Defendants Chateau Del Mar, Inc. ("Chateau") and Hickory Hills Country Club, Inc. ("Hickory") (collectively referred to as "Defendants") violated Title VII of the Civil Rights Act of 1964 and the Civil Rights Act of 1991 by discriminating against Charging Parties Knable, Raddatz, Curry, and Maria Rodriguez ("Rodriguez") (collectively, "the Chateau CPs") and a class of female employees (1) by subjecting them to harassment because of their sex; (2) retaliating against the Chateau CPs and a class of female employees by subjecting them to continuing sexual and gender-based harassment after they opposed and made complaints about the hostile work environment; (3) retaliating against Knable, Raddatz, Curry and a class of female employees by terminating their employment for having opposed and made complaints about the hostile work environment; and (4) constructively discharging Rodriguez and a class of female employees as a result of the sexual harassment. EEOC also alleged that Defendant Hickory discriminated against Charging Parties Ronda Adamek ("Adamek") and Lisa Buglio ("Buglio") (collectively, "the Hickory CPs") and a class of female employees (1) by subjecting them to harassment because of their sex; (2) retaliating against the Hickory CPs and a class of female employees by subjecting them to continuing sexual and gender-based harassment after they opposed and made complaints about the hostile work environment; and (3) constructively discharging the Hickory CPs and a class of female employees as a result of the sexual harassment. The Commission further alleged that Chateau and Hickory (1) discriminated against a class of African-American employees by subjecting them to different terms and conditions of employment, including termination, because of their race, and (2) discriminated against a class of

African-American applicants for employment by failing to hire them because of their race. On June 25, 2008, EEOC filed an Amended Complaint in which it named Hickory Properties, Inc. as a defendant instead of Hickory Hills Country Club, Inc. EEOC alleged the same Title VII violations as in its original Complaint. Defendants filed Answers in which they denied the allegations.

3. On September 5, 2008, the Court granted EEOC's motion to consolidate Case No. 08 C 1720 with Case No. 07 C 6021 for discovery purposes.

4. On September 22, 2008, EEOC filed a complaint, Case No. 08 C 5388, against Defendant Chateau alleging that it retaliated against Charging Parties Knable, Raddatz and Curry for engaging in their statutorily protected rights to file charges of discrimination with EEOC and to file a private lawsuit in this Court under Title VII, by filing a civil lawsuit against them in the Circuit Court of Cook County, Illinois (Case No. 2007L012463 ), alleging battery, assault, conversion, theft, embezzlement and breach of the duty of loyalty. That suit was dismissed by the Circuit Court on February 27, 2008, pursuant to 735 ILCS 619(a)(3). Defendant Chateau filed an Answer in Case No. 08 C 5388 in which it denied the allegations.

5. On October 20, 2008, the Court reassigned Case No. 08 C 5388 to this Court based on relatedness with Case Nos. 07 C 6021 and 08 C 1720. On October 31, 2008, Knable, Curry and Raddatz ("Plaintiff-Intervenors") intervened in Case No. 08 C 5388.

6. As a result of having engaged in comprehensive settlement negotiations, EEOC; the private Plaintiffs Knable, Raddatz and Curry; and Defendants Chateau Del Mar, Inc., Hickory Properties, Inc. and Steven Gianakas have agreed that these actions should be finally resolved by entry of this Consent Decree. This Decree fully and finally resolves any and all issues and claims arising out of the Complaints filed by EEOC and the private Plaintiffs in these

actions<sup>1</sup>.

### **FINDINGS**

7. Having examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds the following:

A. This Court has jurisdiction of the subject matter of these actions and of the parties to these cases;

B. The terms of this Decree are adequate, reasonable, equitable and just, and the rights of the parties, class members, and the public interest are adequately protected by this Decree; and

C. This Decree conforms with the Federal Rules of Civil Procedure and Title VII, and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and will be in the best interests of the parties, class members, and the public. Nothing in this Consent Decree constitutes an admission nor shall it be construed as an admission by any party as to the claims or defenses of another party.

**NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:**

### **INJUNCTION**

8. Defendant Chateau Del Mar, Inc., its directors, officers, agents, and all those acting in concert with them are enjoined from (A) engaging in any employment practice which discriminates on the basis of sex or race, including, but not limited to, not hiring applicants on the basis of their race; (B) engaging in sexual or gender-based harassment or discrimination of any employee; and/or (C) creating, facilitating or tolerating the existence of a work environment that

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<sup>1</sup> This Consent Decree also resolves pending Charge Nos. 440-08-01687 and 440-2008-01689, filed by Lisa Musto against Respondents Condesa Del Mar, Inc. and Chateau Del Mar, Inc., respectively. Condesa Del Mar, Inc. is an affiliate of Defendants Chateau Del Mar, Inc. and Hickory Properties, Inc. Respondents have also entered into Conciliation Agreements with respect to these pending charges of discrimination.

is sexually hostile to employees.

9. Defendant Hickory Properties, Inc., its directors, officers, agents, and all those acting in concert with them are enjoined from (A) engaging in any employment practice which discriminates on the basis of sex or race, including, but not limited to, not hiring applicants on the basis of their race; (B) engaging in sexual or gender-based harassment or discrimination of any employee; and/or (C) creating, facilitating or tolerating the existence of a work environment that is sexually hostile to employees.

10. Defendant Chateau Del Mar, Inc., its directors, officers, and agents are enjoined from retaliating in any way against any person because such person has opposed any practice made unlawful under Title VII, filed a Charge of Discrimination under Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under Title VII, or asserted any rights under or benefited from this Decree.

11. Defendant Hickory Properties, Inc., its directors, officers, and agents are enjoined from retaliating in any way against any person because such person has opposed any practice made unlawful under Title VII, filed a Charge of Discrimination under Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under Title VII, or asserted any rights under or benefited from this Decree.

**MONETARY RELIEF**

12. Defendants Chateau Del Mar, Inc. and Hickory Properties, Inc. shall pay total monetary relief, including attorneys' fees and litigation costs, of at least \$590,000.00 and no more than \$690,000.00 (as set forth below and specified in Paragraph 15) to the Plaintiff-Intervenors, their attorneys and EEOC's Charging Parties, claimants and Class Members (as defined below in Paragraph 15). Of the foregoing aggregate amount, \$430,895.75 shall be paid

to the Plaintiff-Intervenors and EEOC's Charging Parties and claimants in the amounts set forth below opposite their respective names.

Joan Knable	\$103,199.07
Karen Curry	\$103,199.07
Jill Raddatz	\$ 61,424.11
Ronda Adamek	\$ 40,000.00
Lisa Buglio	\$ 40,000.00
Maria Rodriguez	\$ 40,000.00
Lisa Musto	\$ 33,073.50
April Santoni	\$ 10,000.00

The aforementioned payments represent settlement of compensatory damages claims, and Defendants shall make no statutory deductions from these amounts. Allocation of settlement amounts to any claimants and Class Members, as well as the identification of who is a Class Member, shall be at the sole discretion of the EEOC. In addition Defendants will pay \$159,104.25 in attorneys' fees and costs to counsel for Plaintiff-Intervenors, Nolan Law Office.

13. EEOC or counsel for Plaintiff-Intervenors will mail a copy of the release agreement (attached hereto as Exhibit A) to each Plaintiff-Intervenor and/or Charging Party, claimant and Class Member. Each Plaintiff-Intervenor, Charging Party, claimant, or Class Member must execute and return a release agreement to EEOC or counsel for Plaintiff-Intervenors. EEOC or counsel for Plaintiff-Intervenors will send to Defendants Chateau Del Mar, Inc. and Hickory Properties Inc. the executed release agreements received from the Plaintiff-Intervenors, Charging Parties, claimants, or Class Members. In addition, each of the Plaintiff-Intervenors and Lisa Musto ("Musto"), who is also represented by Plaintiff-Intervenors'



private counsel, shall execute and return a separate release agreement to counsel for Plaintiff-Intervenors, and counsel for Plaintiff-Intervenors will send to Defendants the executed separate release agreements. The separate release agreements were the result of negotiations between Defendants and Plaintiff-Intervenors and Musto, who were represented by their own counsel. The EEOC did not take part in those negotiations and has not reviewed or approved the separate release agreements.

14. Within 14 days of entry of the Consent Decree and following receipt by Defendants of each of the release agreements, Defendants shall: (1) issue and deliver to the Nolan Law Office checks payable to the Plaintiff-Intervenors and Musto, in the amounts set forth above; and (2) issue and deliver to Adamek, Buglio, Rodriguez and Santoni checks payable to each in the total amounts set forth above by mailing said payment by certified mail to the address for that individual as provided to counsel for Defendants by counsel for EEOC. Counsel for Defendants shall provide copies of all checks to counsel for EEOC within five (5) business days of the time the checks are mailed. Defendants will timely issue an Internal Revenue Service Form 1099 to each person identified in paragraph 12.

**RACE DISCRIMINATION MONETARY RELIEF**

15. Defendants shall pay up to \$100,000.00 for claims of presently unknown African-American applicants, hereafter identified by the EEOC, who applied for work at Defendants during the period between March 6, 2005, and the date upon which the Court enters this Consent Decree, and who were not hired on account of their race. (Such individuals are referred to herein as "Class Members.") No Class Member shall be paid more than \$10,000.00 pursuant to this Consent Decree.

Within ten (10) business days after entry of this Consent Decree, Defendants shall cause

to be run, at Defendants' expense, a one-time display advertisement in the Southtown/Star newspaper which shall have the text set forth in Exhibit C to this Consent Decree and, when run, shall be one-quarter page. The ad shall be placed within the first ten (10) pages of the newspaper. EEOC shall evaluate the responses to the advertisement and may obtain additional information as it may deem necessary or appropriate from potential Class Members who respond to the advertisement and other sources.

EEOC, acting in its sole discretion, shall be exclusively responsible for the determination and identification of Class Members based upon information received in response to the advertisement and other information the EEOC may obtain. Defendants shall not have any role in the determination or identification of Class Members. Within sixty (60) days after entry of the Consent Decree, EEOC shall present to the Court a motion for the Court's approval of a list of Class Members showing the amount of money to be paid to each as determined by EEOC and shall respond to any questions which the Court may have. Defendants shall be provided notice of the EEOC's motion and may attend and be heard at any hearing on the motion, but shall not have the right to object to the determination or identification of any particular Class Member or to the amount of money to be paid to any particular Class Member.

In the event that ten (10) or fewer Class Members are identified by EEOC, each shall receive \$10,000.00. In the event that more than ten (10) Class Members are identified by EEOC, each Class Member shall be paid an equal pro-rata portion of \$100,000.00. In the event that no class members are identified by EEOC, Defendant shall have no obligation to make any payments under this paragraph of this Consent Decree.

Within ten (10) business days after the Court's approval, upon motion of the EEOC, of the list of class members, and Defendants' receipt from EEOC of releases for Class Members in

the form annexed as Exhibit A, Defendant shall cause to be paid to each Class Member for whom a release has been provided by EEOC the amount set forth on the list by mailing a check for that amount to the Class Member at the address for the Class Member provided by EEOC to Defendants, with a copy of the check to EEOC. Defendants shall timely provide to each Class Member receiving money an Internal Revenue Service Form 1099.

In the event that any check is returned to Defendants, then Defendants shall so advise EEOC, and EEOC may attempt to locate the Class Member and arrange for the Class Member to receive the check. If the EEOC is unable to make such arrangements, then Defendants shall have no further obligation to make any payment with respect to the Class Member, except, however, that if the failure is due to the death of the Class Member, then Defendants shall pay the amount to the Class Member's next-of-kin or heirs, which the EEOC will attempt to locate.

16. All costs associated with the distribution of monetary relief to Class Members shall be paid by Defendants, including, without limitation, all costs associated with the issuance and mailing of checks.

#### **POSTING OF NOTICE**

17. Within ten (10) business days following entry of this Decree, Defendants Chateau Del Mar, Inc. and Hickory Properties, Inc. shall each post a same-sized copy of the Notice attached as Exhibit B to this Decree on their respective employee bulletin boards, which display other postings, including all federal, state, and local government-required information. Defendants shall ensure that the posting is not altered, defaced or covered by any other material. Defendants shall certify to EEOC in writing within ten (10) business days after entry of this Decree that the copy of the Notice has been properly posted and identify the location of such posting. The Notice shall remain posted for a period of three (3) years from the date of entry of

this Decree. Defendants shall permit a representative of EEOC to enter Defendants' premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice.

**COMPLAINT REPORTING AND INVESTIGATION**

18. The parties agree that there shall be an Outside Representative, who will have the responsibility to investigate independently and confidentially any and all complaints of sexual harassment, sex or gender-based discrimination, race discrimination, and retaliation reported to Defendants Chateau Del Mar, Inc. or Hickory Properties, Inc. or directly to the Outside Representative; make recommendations to Defendants regarding the appropriate disciplinary or corrective action to take to resolve a complaint of sexual harassment, sex or gender-based discrimination, race discrimination, and retaliation; and maintain detailed written records of all complaints of sexual harassment, sex or gender-based discrimination, race discrimination, and retaliation, the investigation of such complaints, and the resolution of such complaints.

19. Defendants shall identify the proposed Outside Representative by name, address, and telephone number within fourteen (14) calendar days from the date that the Consent Decree is entered by the Court. EEOC shall have seven (7) calendar days to accept or reject the Outside Representative. In the event the Outside Representative can no longer serve as such, Defendants shall have thirty (30) calendar days from the date they are notified that the Outside Representative will be unavailable to continue his/her duties for the duration of the Consent Decree to identify to EEOC by name, address, and telephone number a new independent Outside Representative. EEOC shall have fourteen (14) calendar days from the date of receipt of the information described above to accept or reject the new Outside Representative. In the event EEOC does not approve Defendants' alternate proposed Outside Representative, Defendants

shall have fourteen (14) calendar days to identify an alternate Outside Representative. EEOC shall have fourteen (14) calendar days from the date of receipt of the information described above to accept or reject the alternate Outside Representative. In the event that the parties cannot agree upon an Outside Representative, the dispute shall be submitted to the Court (specifically, to Magistrate Judge Nan Nolan) for final resolution.

20. Defendants shall notify the Outside Representative of all complaints of sexual harassment, sex or gender-based discrimination, race discrimination, and retaliation reported to Defendants and shall transmit to the Outside Representative all documentation of each such complaint reported to Defendants as soon as practicable and, in any event, no later than the close of the next business day after Defendants receive any such complaint.

21. Defendants shall inform all employees of the appointment and function of the Outside Representative in writing within fourteen (14) calendar days of the appointment of such Outside Representative and orally at the training sessions described in paragraph 30 below, and each individual who makes a complaint (whether oral or written) to Defendants shall again receive, upon making a complaint, a written notice informing him/her of the existence and function of the Outside Representative. Both the initial notice and the notice distributed upon receipt of a complaint shall provide the name, telephone number and address at which the Outside Representative may be reached.

22. Defendants shall fully cooperate with the Outside Representative in connection with his/her efforts to investigate complaints of sexual harassment, sex or gender-based discrimination, race discrimination, and retaliation, including providing reasonable access to employees, documents, and any other sources of information within seven (7) days of Defendants' receipt of the complaint. The Outside Representative, as he/she deems it necessary

or appropriate, shall have access to all of Defendants' facilities, and Defendants' counsel may be present during such access.

23. In the event the Outside Representative determines that any employee or owner of Defendants has engaged in sexual harassment, sex or gender-based discrimination, race discrimination, or retaliation, Defendants shall take all necessary and appropriate remedial measures, as recommended by the Outside Representative, unless Defendants can demonstrate to the satisfaction of the Outside Representative, EEOC or the Court that such recommendation would pose an actual and substantial threat to the continued operation or solvency of Defendants. If Defendants determine that additional remedial measures beyond those recommended by the Outside Representative are necessary and appropriate, Defendants may take such additional remedial measures, but must at a minimum take the remedial measures recommended by the Outside Representative, subject to the provisions above.

24. Defendants shall be responsible for compensating the Outside Representative at his/her customary rate, and Defendants shall pay any and all reasonable costs and expenses of the Outside Representative that the Outside Representative deems necessary or appropriate to fulfill his/her work as the Outside Representative.

**ADOPTION AND DISTRIBUTION OF POLICY AGAINST SEXUAL HARASSMENT,  
GENDER-BASED HARASSMENT, RACE HARASSMENT, RACE DISCRIMINATION,  
AND RETALIATION**

25. Within thirty (30) calendar days after entry of this Decree, Defendants Chateau Del Mar, Inc. and Hickory Properties, Inc. shall adopt a policy against sexual harassment, gender-based harassment, race discrimination and harassment, and retaliation, which includes, at a minimum:

A. definitions of sexual harassment, gender-based harassment, race

discrimination, race harassment, and retaliation, and examples of behavior that could constitute sexual harassment, gender-based harassment, race discrimination, race harassment, and retaliation;

B. a provision that employees and applicants can make complaints of sexual harassment, gender-based harassment, race discrimination or harassment, and/or retaliation orally or in writing;

C. a provision that employees can complain of sexual harassment, gender-based harassment, race discrimination or harassment, and/or retaliation to any person in the chain of command above the employee or to the Outside Representative, whose name, address and telephone number shall be included in the policy;

D. a provision that an employee found to have engaged in sexual harassment, gender-based harassment, race discrimination or harassment, and/or retaliation will be subject to discipline, up to and including termination;

E. a provision that employees are not required to complain of sexual harassment, gender-based harassment, race discrimination or harassment, and/or retaliation to a person against whom they allege harassment;

F. a provision that Defendants will protect the confidentiality of harassment, discrimination, and/or retaliation complaints to the extent possible;

G. a provision that employees who complain of sexual harassment, gender-based harassment, race discrimination or harassment, and/or retaliation, or who provide information related to such complaints, will not be retaliated against and that employees engaging in retaliation will be subject to discipline, up to and including termination; and

H. a provision that, promptly upon the conclusion of its investigation of a

complaint, Defendants will communicate to the complaining party the results of the investigation.

26. The inclusion of this paragraph in the Decree does not represent EEOC's or the Court's approval of Defendants' policy against sexual harassment, gender-based harassment, race discrimination and harassment, and retaliation.

27. Within thirty (30) calendar days after entry of this Decree, Defendants shall distribute a copy of the policy to all current employees and shall provide a copy of the policy to EEOC.

28. The policy shall be included in any relevant policy or employee manuals kept by Defendants. The policy shall also be posted in conspicuous and accessible places for all employees of Defendants Chateau Del Mar, Inc. and Hickory Properties, Inc.

29. A copy of the policy shall be distributed to each new employee on the day the employee is hired. The manager responsible for distributing the policy to each new employee shall review the contents of the policy with the employee.

#### **TRAINING**

30. Defendants Chateau Del Mar, Inc. and Hickory Property, Inc. shall each provide training on the requirements of Title VII as follows:

A. Defendants shall identify the proposed trainer by name, address, telephone number, and resume and provide a training proposal, including all materials anticipated to be distributed during the training, within fourteen (14) calendar days from the date that the Consent Decree is entered by the Court. EEOC shall have seven (7) calendar days to accept or reject the trainer. In the event EEOC does not approve Defendants' proposed trainer(s), Defendants shall have fourteen (14) calendar days to identify an alternate trainer. EEOC shall have fourteen (14)



calendar days from the date of receipt of the information described above to accept or reject the alternate trainer. In the event EEOC does not approve Defendants' alternate trainer, and the parties cannot agree upon a trainer, the dispute shall be submitted to the Court for final resolution. Prior to the trainings, the trainer shall be allowed to familiarize himself/herself with the allegations of this case by means of communicating with counsel for any party and/or reviewing documents provided by counsel of any party.

The approved trainer shall provide no fewer than two hours of training for all employees, including Steven Gianakas and James Gianakas, every eighteen (18) month period during the three (3) years covered by this Decree. The training shall include sex discrimination and harassment, including gender-based harassment, race discrimination, and retaliation as topics, and also consist of anti-discrimination training about other areas of prohibited discrimination, including discrimination on the basis of national origin, color, religion, age, and disability. The training shall also include the policy and complaint procedure adopted pursuant to the Consent Decree, and the role of the Outside Representative.

B. Defendants shall first provide training to all employees within ninety (90) calendar days of the entry of this Consent Decree.

C. A registry of attendance for each training shall be retained by Defendants for the duration of the Consent Decree.

31. In the event that the approved trainer is unable to act or continue to act as trainer, Defendants shall obtain EEOC's approval of its alternate proposed trainer prior to each training session. Defendants shall submit the name, address, telephone number, resume, and training proposal of the alternate proposed trainer, including all materials anticipated to be distributed during the training, together with the date(s) of the proposed training sessions to EEOC within

thirty (30) calendar days prior to the first day of the proposed date(s) of training. EEOC shall have fifteen (15) calendar days from the date of receipt of the information described above to accept or reject the alternate proposed trainer(s). In the event EEOC does not approve Defendants' proposed trainer(s), Defendants shall have fourteen (14) calendar days to identify an alternate trainer. EEOC shall have fourteen (14) calendar days from the date of receipt of the information described above to accept or reject the alternate trainer. In the event EEOC does not approve Defendants' alternate trainer, and the parties cannot agree upon a trainer, the dispute shall be submitted to the Court for final resolution. Prior to the trainings, the trainer shall be allowed to familiarize himself/herself with the allegations of this case by means of communicating with counsel for any party and/or reviewing documents provided by counsel of any party.

32. Defendants shall provide EEOC with any and all copies of pamphlets, brochures, outlines or other written materials provided to the participants of the training sessions.

33. Defendants shall certify to EEOC in writing within five (5) business days after each required individual and group training has occurred that the training has taken place and that Defendants made a good faith effort to ensure that the required personnel have attended. Such certification shall include: A) the dates, location and duration of the trainings; B) a copy of the registry of attendance, which shall include the name and position of each person in attendance; and C) a listing of all current employees as of the date of the training.

#### **RECORD KEEPING**

34. For the duration of this Decree, Defendants Chateau Del Mar, Inc. and Hickory Properties, Inc. shall maintain and make available for inspection and copying by the EEOC the following records: all documents and records which refer or relate to employee complaints

regarding alleged sexual harassment, gender-based harassment, race discrimination, and/or retaliation made subsequent to the entry of this Decree. Such records shall include the name of the complainant, the date of the complaint, what was alleged, the name of any witnesses, what actions Defendants took to resolve the complaint, if any, and the resolution of the complaint.

35. For the duration of this Decree, Defendants Chateau Del Mar, Inc. and Hickory Properties, Inc. shall also maintain and make available for inspection and copying by EEOC the following: a record of each applicant for employment at either Chateau Del Mar, Inc. or Hickory Properties, Inc.; the applicant's race; the date of the application; the position(s) applied for; whether the applicant was hired; if not, the reason(s) the applicant was not hired; if hired, the position into which the applicant was hired; and all persons who were involved in the hiring decision.

36. Defendants Chateau Del Mar, Inc. and Hickory Properties, Inc. shall make all documents or records referred to in Paragraphs 34 and 35 above available for inspection and copying within ten (10) business days after the EEOC so requests. In addition, Defendants shall make available all persons within its employ whom the EEOC reasonably requests for the purpose of verifying compliance with this Decree, and shall permit the EEOC to enter Defendants' premises during regular business hours for such purpose on five (5) business days' advance notice by EEOC.

37. Nothing contained in this Decree shall be construed to limit any obligation Defendants may otherwise have to maintain records under Title VII or any other law or regulation.

#### **REPORTING**

38. Every six (6) months after entry of this Decree and for the term of this Decree,

Defendants and the Outside Representative shall jointly provide to the EEOC a written report containing a description of each complaint of sexual harassment, gender-based harassment, race discrimination, and/or retaliation, including the name of the complainant, the date of the complaint, what was alleged, the names of any witnesses, a summary of any investigation of the complaint, and the resolution of the complaint. If no employee has made such a complaint, Defendants and the Outside Representative shall submit a signed statement so stating. The first report shall be provided six (6) months after entry of the Consent Decree. The final report shall be provided twenty-one (21) calendar days prior to expiration of the Consent Decree.

39. Every six (6) months after entry of this Decree and for the term of this Decree, Defendants shall provide to EEOC the information recorded and maintained pursuant to Paragraph 35 above. The first report shall be provided six (6) months after entry of the Consent Decree. The final report shall be provided twenty-one (21) days prior to expiration of the Consent Decree.

40. Every six (6) months after the entry of this Decree and for the term of this Decree, each Defendant shall certify to the EEOC that the Notice required to be posted in Paragraph 17, above, remained posted during the entire six (6) month period preceding the certification.

#### **DISPUTE RESOLUTION**

41. In the event that any party believes that another party has failed to comply with any provisions of the Decree, the complaining party shall notify the alleged non-complying party in writing of such non-compliance and afford the alleged non-complying party fifteen (15) calendar days to remedy the non-compliance or 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 or satisfied the complaining party that it has complied within fifteen (15)

calendar days, the complaining party may apply to the Court for appropriate relief.

**DURATION OF DECREE AND RETENTION OF JURISDICTION**

42. All provisions of this Decree shall be in effect (and the Court will retain jurisdiction of this matter to enforce this Decree) for a period of three (3) years immediately following entry of the Decree, provided, however, that if, at the end of the three (3) year period, any disputes under Paragraph 41 above, remain unresolved, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Decree) until such time as all such disputes have been resolved.

**MISCELLANEOUS PROVISIONS**

43. The terms of this Consent Decree shall be binding upon the present and future directors, officers, managers, agents, successors and assigns of Defendants Chateau Del Mar, Inc. and Hickory Properties, Inc. and any successor(s) of Defendants shall provide a copy of this Decree to any organization or person who proposes to acquire or merge with either Defendant or any successor of either Defendant, prior to the effectiveness of any such acquisition or merger. This paragraph shall not be deemed to limit any remedies available in the event of any finding by the Court regarding a violation of this Decree.

44. Each party to this Decree shall bear its own expenses, attorney's fees, and costs.

45. If any provision(s) of the Decree are found to be unlawful, only such provision(s) shall be severed, and the remainder of the Decree shall remain in full force and effect.

46. The terms of this Consent Decree are the product of joint negotiation and are not to be construed as having been authored by one party or another.

47. When the Decree requires the submission by Defendants and/or Respondent of documents to the EEOC, they shall be mailed to: June Wallace Calhoun, Chateau Del Mar, Inc.

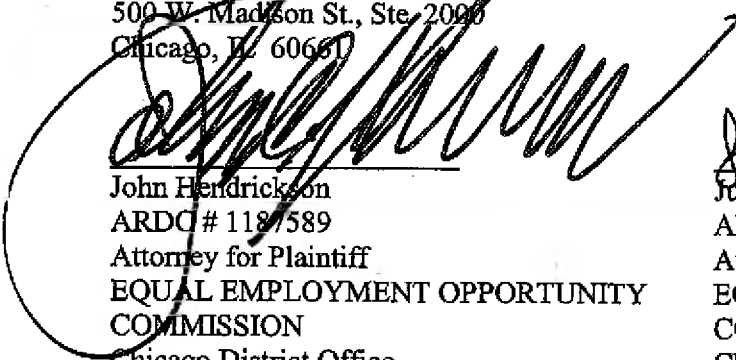
et al, Equal Employment Opportunity Commission, Chicago District Office, 500 West Madison Street, Suite 2000, Chicago, Illinois 60661. When the Decree requires the submission by the EEOC of documents, they shall be mailed to: Tom Paris, 55 W. Monroe, Suite 3950, Chicago, Illinois 60603, [tomparislaw@sbcglobal.net](mailto:tomparislaw@sbcglobal.net).

For the EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
1801 L Street, N.W.  
Washington, D.C. 20507

JAMES LEE  
Deputy General Counsel

GWENDOLYN YOUNG REAMS  
Associate General Counsel

For the EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
500 W. Madison St., Ste. 2000  
Chicago, IL 60661



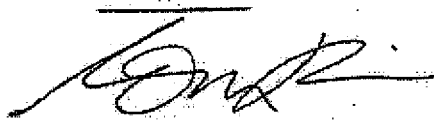
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For Chateau Del Mar, Inc. and  
Hickory Properties, Inc.

For Plaintiff-Intervenors:



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Fax: (312) 322-1106  
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ENTER:

DATE:



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The Honorable Judge Rebecca Pallmeyer  
United States District Judge

June 16, 2009




For Chateau Del Mar, Inc. and  
Hickory Properties, Inc.

For Plaintiff-Intervenors:

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ENTER:

DATE:



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The Honorable Judge Rebecca Pallmeyer  
United States District Judge

June 16, 2009

## **EXHIBIT A**

**RELEASE**

In consideration for \$ (monetary amount ) paid to me by Defendant (Name of Corporation), in connection with the resolution of EEOC v. Chateau Del Mar, Inc. and Hickory Properties, Inc., 08 C 1720 (N.D. Ill.), and EEOC. et al. v. Chateau Del Mar, Inc., 08 C 5388 (N.D. Ill.), I waive my right to recover for any claims of sex or gender-based harassment or discrimination [and/or retaliation] [or race discrimination] arising under Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq., and the Civil Rights Act of 1991, 42 U.S.C. §1981a, that I had against Defendant (Name of Corporation), prior to the date of this release and that were included in the claims alleged in EEOC's complaint in EEOC v. Chateau Del Mar, Inc. and Hickory Properties, Inc., 08 C 1720 (N.D. Ill.), and EEOC, et al. v. Chateau Del Mar, Inc., 08 C 5388 (N.D. Ill.).

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Name)

## **EXHIBIT B**

**NOTICE TO ALL EMPLOYEES OF CHATEAU DEL MAR, INC., HICKORY PROPERTIES, INC., CONDESA DEL MAR, INC., AND STEPHEN P. GIANAKAS**

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC v. Chateau Del Mar, Inc., et al., No. 08 C 1720, and EEOC. et al. v. Chateau Del Mar, Inc., No. 08 C 5388, resolving lawsuits filed by the Equal Employment Opportunity Commission ("EEOC") against Chateau Del Mar, Inc. and Hickory Properties, Inc. ("the Company").

In its suits, the EEOC alleged that the Company discriminated against employees and/or applicants by subjecting them to sexual harassment, gender-based harassment, sex discrimination, race discrimination, and/or retaliation.

To resolve the claims and the litigation, the Company and the EEOC have entered into a Consent Decree which provides, among other things, that:

- 1) The Company will make a monetary payment to certain classes of employees;
- 2) The Company will not discriminate against employees on the basis of sex and will not permit or engage in sexual harassment and/or gender-based harassment;
- 3) The Company will not discriminate against employees and/or applicants based on their race;
- 4) The Company will not retaliate against any employee because (s)he opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination or participated in any Title VII proceeding;
- 5) The Company will provide mandatory training to all employees regarding sexual and gender-based harassment, sex discrimination, race discrimination, and retaliation; and
- 6) An outside representative, [insert name], will be appointed to receive, investigate and remedy any complaints of sexual and gender-based harassment, sex discrimination, race discrimination, and retaliation for the duration of the Consent Decree. [Insert name] can be contacted at [insert address, phone number, email].

EEOC enforces the federal laws against discrimination in employment on the basis of disability, race, color, religion, national origin, sex, and age. If you believe you have been discriminated against, you may contact EEOC at (312) 353-2713. EEOC charges no fees and has employees who speak languages other than English.

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

**This Notice must remain posted for three (3) 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: Chateau Del Mar, Inc. et al Settlement, EEOC, 500 West Madison Street, Suite 2000, Chicago, IL 60661.**

June 16, 2009  
Date

  
The Honorable Judge Rebecca Pallmeyer

## **EXHIBIT C**

**ATTENTION: APPLICANTS FOR JOBS AT  
CHATEAU DEL MAR, HICKORY HILLS COUNTRY CLUB OR  
CONDESA DEL MAR WHO WERE NOT HIRED**

The United States Equal Employment Opportunity Commission, an agency of the federal government, is attempting to locate people who applied for jobs at Chateau Del Mar, Hickory Hills Country Club, and Condesa Del Mar in Hickory Hills, Illinois and who were *not hired* because of what they believe was discrimination. If you applied for a job at Chateau Del Mar, Hickory Hills Country Club, or Condesa Del Mar between March 6, 2005 and [insert date Consent Decree is entered] and you believe you were turned down because of discrimination, then you should contact the EEOC immediately, in accordance with the following instructions, so that EEOC may make a decision about whether you may be entitled to relief in a pending EEOC lawsuit.

In order to be considered for relief, you must contact the EEOC by mail with a written letter. Telephone calls will not be accepted or answered. E-mail will not be accepted or answered. Faxes will not be accepted or answered.

Your letter must state (1) your name, (2) your full current address, (3) your telephone number, (4) your birth date, (5) your race, (6) your sex, (7) the job you applied for, (8) the date, to the best of your recollection, on which you applied, and (9) a short explanation in not more than 100 words why you believe you were not hired by Chateau Del Mar, Hickory Hills Country Club, or Condesa Del Mar because of discrimination.

Your letter must be mailed by first class mail, postage paid to:

Legal Division  
U.S. Equal Employment Opportunity Commission  
500 West Madison Street, Suite 2000  
Chicago, Illinois 60661

Your letter must be *actually received* by the EEOC at the above address before the close of business on [insert date 30 days after entry of Consent Decree]. Letters which are not actually received by that date by the EEOC and letters which do not provide the information called for above may not be considered by the EEOC.

Except as instructed above, do not attempt to contact the EEOC, the Court, Chateau Del Mar, Hickory Hills Country Club, or Condesa Del Mar regarding this matter. Such inquiries will not be accepted, and you will not receive any response. If additional information is required from you or if a determination is made that you may be entitled to some relief, the EEOC will contact you based on the information provided in your letter. Otherwise, you will not hear from the EEOC.