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Winter 3-16-2007

## EEOC v. GLC Restaurants, Inc.

Judge David G. Campbell

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## EEOC v. GLC Restaurants, Inc.

### Keywords

EEOC v. GLC Restaurants Inc., CIV 05-0618 PCT DGC, Sex, Female, Hostile Work Environment, Sexual Harassment, Constructive Discharge, Title VII, Consent Decree

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IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF ARIZONA

Equal Employment Opportunity Commission,	)
	)
Plaintiff,	)
	)
vs.	)
	)
GLC Restaurants, Inc. d/b/a	)
McDonald's Restaurant, an Arizona	)
corporation,	)
	)
Defendant.	)
	)
-----	)
Jessica J. Tubandt, Amanda Henry,	)
Tiara M. Brazle, and Tamara A.	)
Grubbs,	)
	)
Plaintiffs/Interveners,	)
	)
vs.	)
	)
GLC Restaurants, Inc. d/b/a	)
McDonald's Restaurant, an Arizona	)
corporation; Steven Alan Ehresman	)
and Shari Louise Ehresman,	)
husband and wife; Cindy Keppel	)
and John Doe Keppel, wife and	)
husband,	)
	)
Defendants.	)

CIV 05 - 0618 PCT DGC

**CONSENT DECREE**

The Equal Employment Opportunity Commission ("EEOC" or "Commission") filed this action against GLC Restaurants, Inc., d/b/a McDonald's Restaurant ("McDonald's" or "Defendant") on February 24, 2005, in this Court, to enforce Title

1 VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e *et seq.* (Title VII) and the Civil  
2 Rights Act of 1991, 42 U.S.C. §1981a. In the Complaint, the Commission alleged  
3 that Defendant discriminated against Charging Parties Tiara Brazle, Tamara Grubbs,  
4 Amanda Henry, Jessica Tubandt and a class of individuals because of their sex  
5 (female), by subjecting them to sexual harassment and creating a sexually hostile  
6 work environment. The Complaint further alleged that Ms. Brazle was constructively  
7 discharged because of the sexual harassment and hostile work environment.

8 On October 19, 2005, this Court granted the Charging Parties', Tiara Brazle's,  
9 Tamara A. Grubbs', Amanda Henry's, and Jessica Tubandt's (hereinafter  
10 "Intervenors") Motion to Intervene (Docket No. 32). On November 23, 2005, the  
11 Court granted Intervenors' Motion to Amend their Complaint in intervention (Docket  
12 No. 56).

13 This Consent Decree shall not constitute an adjudication of or finding on the  
14 merits of the case and shall not be construed as an admission by Defendant of any  
15 violation of Title VII. This Consent Decree shall not be construed as either a finding  
16 of, or evidence of, any violations by Defendant of Title VII, or any other federal or  
17 state statute, regulation, or common law obligation. This Consent Decree is the  
18 result of compromise among the parties of disputed claims, and Defendant  
19 completely denies that it has done anything wrong or violated any law, and does not  
20 admit to liability, wrongdoing, or any violation of law. This does not prevent a  
21 determination of a prevailing party on the Title VII claims for this action, and  
22 Intervenors shall be deemed the prevailing party(ies) entitled to file a motion for an  
23 order awarding Plaintiff/Intervenors costs and attorneys' fees (including expert fees)  
24 in such amount(s) as the Court determines is/are fair and reasonable with a  
maximum of \$400,000.00

25 The Parties do not object to the jurisdiction of the Court over this action and  
26 waive their rights to a hearing and the entry of findings of fact and conclusions of  
27 law.

28 In the interest of resolving this matter, and as a result of having engaged in

1 comprehensive settlement negotiations, the Commission, Intervenors and Defendant  
2 have agreed that the portion of this action dealing with the Title VII claims should be  
3 finally resolved by entry of this Consent Decree. The Parties stipulate that this  
4 Consent Decree is fair, reasonable, and equitable and does not violate the law or  
5 public policy.

6 It is **ORDERED, ADJUDGED AND DECREED:**

7 1. This Decree resolves all Title VII claims between the Commission,  
8 Intervenors and Defendant in this lawsuit, including without limitation, back pay,  
9 compensatory and punitive damages, injunctive relief, and, in conjunction with  
10 separate order and proceedings as addressed in subsequent paragraph 16, costs,  
11 and attorneys' fees.

12 2. Defendant and its officers, agents, employees, successors, and assigns  
13 both at the time that this Decree becomes effective and for the duration of this  
14 Decree, are enjoined from: (a) discriminating against any employee on the basis of  
15 sex, (b) harassing any employee based on sex; (c) retaliating against any employee  
16 because he or she: (i) opposes or opposed discriminatory practices made unlawful  
17 by Title VII; (ii) files or filed a charge of discrimination or assists, assisted,  
18 participates, or participated in the filing of a charge of discrimination; or (iii) assists,  
19 assisted, participates or participated in an investigation or proceeding brought under  
20 federal or state laws prohibiting discrimination or retaliation; and (d) altering the  
21 terms and conditions of any employee's employment because of sex to the extent  
22 required by Federal and State law.

23 **MONETARY RELIEF**

24 3. Defendant shall pay, by check or money order, the total amount of  
25 \$550,000 as compensatory damages for emotional distress, making its best efforts  
26 to pay within fifteen (15) days, but no later than thirty (30) days from the date of the  
27 entry of this Decree, to be distributed to Intervenors Tiara Brazle, Tamara Grubbs,  
28 Amanda Henry, Jessica Tubandt and to class members Dianna Candelaria, Mary  
Hellman, Candice Hannah and Charlene Hannah, as set forth in Attachment A.

1 Defendant will not condition the receipt of individual relief on the Intervenor's or class  
2 members' agreement to: (a) maintain confidentiality; or (b) waive their statutory  
3 rights to file a charge with any Federal or State anti-discrimination agency.  
4 Defendant will issue applicable United States Internal Revenue Service Forms to the  
5 Intervenor and class members for all such payments on or before January 31,  
6 2008.

7 4. The checks or money orders provided for in paragraph 3 of this Decree  
8 shall be made payable in the manner directed by the Commission and mailed  
9 directly by Defendant to Tiara Brazle, Tamara Grubbs, Amanda Henry, Jessica  
10 Tubandt, Dianna Candelaria, Mary Hellman, Candice Hannah and Charlene Hannah  
11 at the addresses supplied by the Commission. Within seven business days of the  
12 issuance of the checks, Defendant shall submit a copy of the checks and related  
13 correspondence to the United States Equal Employment Opportunity Commission,  
14 Regional Attorney, 3300 North Central Avenue, Suite 690, Phoenix, Arizona, 85012.

**OTHER RELIEF**

15 5. Defendant will institute and carry out policies and practices at its  
16 Arizona restaurants that help assure a work environment free from sex-based  
17 discrimination, harassment and retaliation for its employees; that allow employees  
18 to raise concerns or complaints without retaliation about matters, whether alleged,  
19 perceived or actual, made unlawful by Title VII; and that provide procedures for  
20 employees to report incidents of sex-based discrimination, harassment and  
21 retaliation.

22 6. To assist Defendant in achieving and maintaining compliance in the  
23 area of anti-discrimination and equal employment opportunity, within 30 (thirty) days  
24 of the entry of the Decree, Defendant's Chief Executive Officer will appoint an  
25 appropriate and qualified employee to be responsible for: (a) reviewing and revising  
26 Defendant's anti-discrimination policies; (b) reviewing and revising Defendant's  
27 procedures with respect to responding to and keeping records regarding complaints  
28 received; (c) receiving and investigating complaints of discrimination; (d) evaluating

1 and, if appropriate, disciplining or terminating employees for violation of Defendant's  
2 anti-discrimination policies; and(e) preparing reports to the Commission, as required  
3 by this Decree.

4 7. Defendant agrees that it shall not re-hire Steven Ehresman in any  
5 capacity.

6 8. Annually for the duration of the injunctive provisions of this Decree,  
7 Defendant will provide training for all employees which shall include, but is not  
8 limited to: (1) what constitutes sex-based discrimination, retaliation, and  
9 harassment; (2) that Title VII prohibits such misconduct; (3) how to prevent such  
10 misconduct; (4) to whom employees may complain if they feel they have been  
11 subjected to such misconduct; and (5) that managers will be evaluated on their  
12 enforcement of Defendant's anti-discrimination policies. Recognizing that  
13 Defendant's workers are often young people with little or no work experience, the  
14 training shall include a clear and strong statement from a high-ranking management  
15 official requesting that any employee who feels she or he has been the victim of  
16 sexual harassment or retaliation come forward and that the company will make every  
17 effort to rectify the situation, including stopping the conduct and disciplining the  
18 offending individual(s) where appropriate.

19 Training will also include an explanation of Defendant's policies regarding sex-  
20 based discrimination, harassment and retaliation; the importance of maintaining an  
21 environment free from harassment; and the discipline that may be taken against any  
22 employee found to have harassed or retaliated against other employees.

23 a. Defendant will arrange and be financially responsible for a  
24 consultant/lecturer(s), who will provide consultation and training session(s) for all of  
25 its employees at its Arizona restaurants. The training session(s) shall be provided  
26 by the consultant/lecturer(s). Defendant shall obtain the EEOC's approval of the  
27 consultant by providing the name and resume of the consultant at least sixty days  
28 prior to the first training session. Defendant may videotape the session for those  
employees who cannot attend the live session. Live training must be conducted at

1 its Camp Verde and Cordes Junction restaurants, while videotaped training will be  
2 sufficient at Defendant's other Arizona restaurants.

3           b. During the live training session(s), a high-ranking management  
4 official of GLC will speak to the employees about the discipline that can be taken  
5 against supervisors, managers and employees who commit acts of discrimination,  
6 harassment or retaliation or allow discrimination, harassment or retaliation to occur  
7 in the workplace; the importance of maintaining an environment free of  
8 discrimination; and Defendant's anti-discrimination policies.

9           c. The seminar training session shall be at least two (2) hours in  
10 length, including thirty (30) minutes for questions and answers. All of Defendant's  
11 employees, including managers, shall register for and attend the seminar session.  
12 Employees who are unable to attend the live session may watch a videotape of it.  
13 Additionally, Defendant will require new employees who are hired after the annual  
14 training to complete the requisite two (2) hours of training, via videotape, within ten  
15 (10) days of being hired.

16           d. Employees shall sign a registry when they attend the training or  
17 watch the videotape. Defendant shall keep, for the duration of the injunctive  
18 provisions of this Decree, this written record of all employees who attend the training  
19 or watch it on video.

20           e. The first seminar training session shall be held within four months  
21 of the Consent Decree being entered.

22           9. Defendant will require all individuals who work in a managerial or  
23 supervisory capacity to receive at least six (6) hours of training annually regarding  
24 Title VII and other federal anti-discrimination laws. The training shall directly  
25 address sexual harassment, retaliation, gender discrimination, how to conduct an  
26 effective sexual harassment investigation and how to prevent and correct sexual  
27 harassment. Additionally, after the completion of the annual training, Defendant will  
28 require employees newly hired or promoted into a managerial or supervisory position  
to complete the requisite training within twenty (20) days of being hired or promoted.



1 Defendant will notify the Commission when this annual training session has been  
2 completed. Defendant shall obtain the EEOC's approval of the consultant by  
3 providing the name and resume of the expert at least sixty days prior to the first  
4 training session. The EEOC will have ten days to respond or waive its right to do so.

5 10. Within thirty days of the entry of this Decree, Defendant will review and  
6 revise its written policies concerning discrimination and retaliation to conform with  
7 the law. Defendant's written policies must include, at a minimum:

- 8 a. A clear and strong commitment to a workplace free of sex-based  
9 discrimination, harassment and retaliation;
- 10 b. A clear and strong message of encouragement to persons who  
11 believe they have been discriminated against to come forward;
- 12 c. A description of the consequences, up to and including  
13 termination, that will be imposed upon violators of the policy;
- 14 d. An assurance of non-retaliation for persons who believe they  
15 have been discriminated against and for witnesses;
- 16 e. That sexual harassment and discrimination on the basis of sex  
17 by anyone, including management officials, supervisors,  
18 vendors, suppliers, third parties and customers, is prohibited and  
19 will not be tolerated;
- 20 f. The identification of specific alternative individuals, including  
21 managers with their telephone numbers, to whom employees  
22 who have been subjected to sex-based discrimination,  
23 harassment or retaliation can report the discrimination and who  
24 have the authority to investigate allegations of discrimination in  
25 a neutral and confidential manner;
- 26 g. A written statement that an employee may report the harassment  
27 to a designated person outside of his or her chain of  
28 management should the employee prefer to do so;
- h. Assurances that Defendant will investigate allegations of sex-

1 based discrimination, harassment and retaliation promptly, fairly,  
2 reasonably, effectively and as confidentially as possible under  
3 the circumstances, by appropriate investigators and that  
4 appropriate corrective action will be taken by Defendant and best  
5 efforts will be made to ensure compliance with Title VII; and

6 i. Information regarding the employee's right to file a charge of  
7 discrimination with the EEOC, including contact telephone  
8 numbers, TDY/TDD and addresses for the EEOC.

9 11. These policies shall be posted in a prominent location, frequented by  
10 employees, at Defendant's restaurants in Cordes Junction and Camp Verde. These  
11 policies shall also be distributed to each current employee within thirty days of the  
12 entry of the Decree, and distributed to all new employees when hired.

13 12. Defendant shall promptly and appropriately investigate all complaints  
14 of sex-based discrimination, harassment or retaliation.

15 **APOLOGY**

16 13. Within fourteen (14) days of the entry of the Decree, Defendant's CEO  
17 shall prepare and mail a letter of apology to Tiara Brazle, Tamara Grubbs, Amanda  
18 Henry, Jessica Tubandt and to class members Dianna Candelaria, Mary Hellman,  
19 Candice Hannah and Charlene Hannah as set forth in Attachment B.

20 **NOTICE**

21 14. Defendant will post the Notice attached as Attachment C at Defendant's  
22 Cordes Junction and Camp Verde restaurants. The Notice will be posted in an  
23 appropriate place frequented by employees, for the duration of this Decree. The  
24 Notice, which shall be posted in both English and Spanish, shall be the same type,  
25 size, and style as Attachment C.

26 **REPORTING BY DEFENDANT AND ACCESS BY EEOC**

27 15. In addition to the reporting specified throughout the Decree above,  
28 Defendant shall report in writing and in affidavit form to the Regional Attorney of  
the Commission's Phoenix District Office at 3300 N. Central Ave., Suite 690,

1 Phoenix, Arizona 85012, beginning six months from the date of the entry of this  
2 Decree, and then annually for the duration of the Decree confirmation that: (i) the  
3 Notice required in paragraph 14 of this Decree was posted and the location(s)  
4 where it was posted; (ii) the policies required in paragraph 10 were distributed to  
5 each current and new employee and posted. Within six months of the entry of  
6 the decree, Defendant will notify the EEOC that the apology required in  
7 paragraph 13 was sent to Tiara Brazle, Tamara Grubbs, Amanda Henry, Jessica  
8 Tubandt and to class members Dianna Candelaria, Mary Hellman, Candice  
9 Hannah and Charlene Hannah.

10 **COSTS AND ATTORNEYS' FEES**

11 16. Except as decreed in the "Order, Re: Costs and Attorneys' Fees"  
12 entered herein, and the proceedings directed therein for determination of an  
13 award of costs and attorneys' fees, under Title VII to Intervenors, the other parties  
14 to the portion of this action dealing with the Title VII claims shall bear their own  
15 attorneys' fees and costs in this action up to the date of entry of this Decree.

16 **FORCE AND EFFECT**

17 17. The duration of the injunctive provisions of this Decree shall be  
18 thirty-six (36) months from its entry. This Court shall retain jurisdiction over this  
19 action for the duration of the injunctive provisions of this Decree, during which the  
20 Commission may petition this Court for compliance with this Decree. Should the  
21 Court determine that Defendant has not complied with this Decree, appropriate  
22 relief, including extension of this Decree for such period as may be necessary to  
23 remedy its non-compliance, may be ordered. Absent extension, the injunctive  
24 provisions of this Decree shall expire by its own terms at the end of thirty-six (36)  
25 months from the date of entry, without further action by the Parties.

26 **PENALTIES FOR NON-COMPLIANCE**

27 18. In the event that the Commission believes that Defendant has failed  
28 to comply with any provision(s) of the Decree, the Commission shall:

- (a) Notify Defendant in writing of the alleged non-compliance,

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which notice shall state that it is being given pursuant to this paragraph 18(a) of this Decree and shall be sent by fax and by first-class mail both to the counsel and the corporate officer who sign this Decree on behalf of Defendant, using the fax numbers and addresses shown in connection with their signatures below.

19. Should the Court determine that Defendant has not complied with this Decree, appropriate relief may be ordered. This Decree shall expire by its own terms at the end of thirty-six (36) months from the date of entry, without further action by the Parties.

20. The Parties agree to entry of this Decree and judgment subject to final approval by the Court.

APPROVED AND CONSENTED TO BY:

  
\_\_\_\_\_  
CHIEF EXECUTIVE OFFICER  
GLC Restaurants, Inc.

s/Mary Jo O'Neill  
Mary Jo O'Neill  
Regional Attorney

s/Yvette Heintzelman  
\_\_\_\_\_  
Gerald L. Maatman, Jr.  
Yvette A. Heintzelman  
SEYFARTH SHAW, L.L.P.  
55 East Monroe Street, Suite 4200  
Chicago, Illinois 60603

s/Sally C. Shanley  
Sally C. Shanley  
Supervisory Trial Attorney

s/Michell G. Marshall  
Michelle G. Marshall  
Trial Attorney

ATTORNEYS FOR DEFENDANT

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
Phoenix District Office  
3300 North Central Ave., Suite 690  
Phoenix, Arizona 85012

ATTORNEYS FOR PLAINTIFF

1 s/Milton W. Hathaway  
Milton W. Hathaway, Jr.  
2 Murphy, Lutey, Schmitt & Fuchs,  
P.L.L.C.  
3 117 East Gurley, Third Floor  
P.O. Box 591  
4 Prescott, Arizona 86302-0591  
5 ATTORNEYS FOR PLAINTIFF-  
INTERVENORS

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# **ATTACHMENT A**

CLASS MEMBER	AMOUNT
Tiara Brazle and Milton W. Hathaway Jr., her attorney	\$100,000
Tamara Grubbs and Milton W. Hathaway Jr., her attorney	\$100,000
Amanda Henry and Milton W. Hathaway Jr., her attorney	\$100,000
Jessica Tubandt and Milton W. Hathaway Jr., her attorney	\$100,000
Dianna Candelaria	\$37,500
Candice Jackson Hannah	\$37,500
Charlene Darnell (formerly Hannah)	\$37,500
Mary Hellman	\$37,500

# **ATTACHMENT B**



[GLC Letterhead]

[Date]

[address]:

As you are aware, a lawsuit was filed by the Equal Employment Opportunity Commission against GLC Restaurants, Inc., alleging that it discriminated against a number of employees by subjecting them to sexual harassment, a hostile work environment and retaliation.

Please accept my sincere apology on behalf of GLC Restaurants, Inc. We are committed to creating and maintaining an environment where no employee must endure harassment based on his or her sex, or suffer retaliation for bringing grievances to our attention.

Sincerely,

President, GLC Restaurants, Inc.

# **ATTACHMENT C**

**NOTICE TO ALL EMPLOYEES OF  
GLC RESTAURANTS, INC.**

This Notice is posted pursuant to a Consent Decree entered into between GLC Restaurants, Inc. and the Equal Employment Opportunity Commission (EEOC).

It is unlawful under federal law, Title VII of the Civil Rights Act and state law to discriminate against an employee on the basis of sex, including sexual harassment, in the recruitment, hiring, firing, compensation, assignment, or other terms, and conditions or privileges of employment. Sexual harassment includes unwelcome or offensive sexual advances or touching, requests for sexual favors, or other verbal or physical conduct directed at a person because of her/his sex. It is also unlawful to retaliate against any person because the person protested discriminatory practices or contacted the EEOC or the Arizona Civil Rights Division (ACRD).

GLC shall not discriminate against any employee on the basis of sex, including sexual harassment, and shall not retaliate against any employee for complaining about sexual harassment.

If you believe you have been discriminated against or sexually harassed, you have the right to seek assistance from:

- (1) EEOC  
3300 North Central Ave., Suite 690  
Phoenix, Arizona 85012  
Telephone: (602) 640-5000  
TTY: (602) 640-5072  
Website (national): [www.eeoc.gov](http://www.eeoc.gov); or
  
- (2) Arizona Civil Rights Division (ACRD)

Attorney General's Office  
1275 W. Washington  
Phoenix, Arizona, 85007  
(602) 255-5263.

You have the right to file a charge with the EEOC or ACRD if you believe you are being discriminated against, retaliated against or sexually harassed.

No Retaliation Clause. It is against the law for any action to be taken against you by any supervisory or management official of GLC for: (1) opposing sexual harassment or other discriminatory practices made unlawful by federal or state law; (2) filing a charge or assisting or participating in the filing of a charge of discrimination; or (3) assisting or participating in an investigation or proceeding brought under Title VII. Should any such retaliatory actions be taken against you, you should immediately contact the EEOC or the ACRD at the addresses or telephone numbers listed above.