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10-25-2006

## EEOC and Gonzalez v. Primps L.L.C. d/b/a Supercuts Management Advantage Group, Inc. of Illinois d/b/a Supercuts

Judge John W. Darrah

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## **EEOC and Gonzalez v. Primps L.L.C. d/b/a Supercuts Management Advantage Group, Inc. of Illinois d/b/a Supercuts**

### **Keywords**

EEOC, Gonzalez, Primps L.L.C., Supercuts Management Advantage Group, Inc. of Illinois, Supercuts, 05 C 4592, Consent Decree, Disparate Impact, Retaliation, Terms and Conditions, National Origin, Hispanic or Latino, Service, Employment Law, Title VII

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

**EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )**

**Plaintiff, )**

**and )**

**ROSA GONZALEZ AND )  
BLANCA SAUCEDA, )**

**Plaintiff-Intervenors, )**

**v. )**

**PRIMPS L.L.C. D/B/A/ SUPERCUTS AND )  
MANAGEMENT ADVANTAGE GROUP, INC. )  
OF ILLNOIS D/B/A/ SUPERCUTS )**

**Defendants. )**

**CIVIL ACTION NO. 05 C 4592**

**JUDGE DARRAH**

**MAGISTRATE JUDGE MASON**

**CONSENT DECREE**

**THE LITIGATION**

1. Plaintiff Equal Employment Opportunity Commission ("EEOC" or "Commission") filed this action alleging that Defendants Primps L.L.C. d/b/a Supercuts and Management Advantage Group, Inc. of Illinois d/b/a Supercuts (collectively "Supercuts") discriminated against Rosa Gonzalez and Blanca Saucedda (collectively "Charging Parties") and a class of Hispanic employees by maintaining a policy requiring that employees speak only English, in violation of Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991. Charging Parties Rosa Gonzalez and Blanca Saucedda filed a complaint intervening in the action. Supercuts filed Answers to these complaints denying that it maintained a policy requiring that employees speak only English in violation of Title VII.

2. In the interest of resolving this matter, and as a result of comprehensive settlement negotiations, the parties have agreed that this action should be finally resolved by entry of this Consent Decree. This Consent Decree fully and finally resolves any and all issues and claims by EEOC arising out of the Complaint filed by the EEOC on behalf of the Class Members and the Complaint filed by the Charging Parties in this action. The Consent Decree resolves any claims that were or could have been asserted in the Complaints against all Defendants and any of their successor and affiliated entities.

3. Nothing in this Consent Decree shall be deemed to constitute an admission by any party with respect to the claims or defenses of any other.

#### **FINDINGS**

4. Having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, records, and stipulations of the parties, the Court finds the following:

- a. This Court has jurisdiction over the subject matter of this action and of the parties.
- b. The terms of this Consent Decree are adequate, fair, reasonable, equitable and just. The rights of the parties, class members, and the public interest are adequately protected by this Consent Decree.
- c. This Consent 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 Consent Decree will further the objectives of Title VII and will be in the best interest of the parties, the class members, and the public.

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

**INJUNCTION AGAINST RETALIATION**

5. Supercuts, its officers, agents, employees, assigns, and all other persons, acting in concert with it shall not engage in any form of unlawful retaliation 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 or investigation, proceeding, or hearing under Title VII, or asserted any rights under this decree.

**MONETARY RELIEF**

6. Defendant shall pay the aggregate sum of \$5000.00, inclusive of attorney's fees and costs, to resolve this lawsuit. EEOC will mail a copy of a release agreement (attached hereto as Exhibit A) to each Charging Party and Class Member whom EEOC has previously identified to Defendants (collectively, "Class Members"). Each Class Member must execute and return a release agreement to EEOC. EEOC will then send the executed release agreements to Supercuts.

7. Within five (5) business days after receipt by Supercuts of these release agreements, Supercuts shall issue checks by certified mail in accordance with the terms of the release agreements and send copies of the checks to EEOC.

**DISPUTE RESOLUTION**

8. In the event that either party to this Consent Decree believes that the other party has failed to comply with any provision(s) of the Consent Decree, the complaining party shall notify the other party of the alleged non-compliance and shall afford the alleged non-complying party ten (10) business days to remedy the non-compliance or to 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 ten (10) business days, the complaining party may apply to the court for appropriate

relief.

#### **DURATION OF DECREE AND RETENTION OF JURISDICTION**

9. All provisions of this Consent Decree shall be in effect (and the Court shall retain jurisdiction of this matter to enforce this Consent Decree) for a period of one (1) year immediately following entry of this Consent Decree provided that Defendants do not resume conducting business as a Supercuts salon during that period. If, however, at the end of the one (1) year period, any disputes under paragraph 9, above, remain unresolved, the terms of the Consent Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Consent Decree) until such time as all such disputes have been resolved.

#### **MISCELLANEOUS PROVISIONS**

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

11. The terms of this Consent Decree are and shall be binding upon the present and future representatives, agents, directors, officers and assigns of Supercuts.

12. When the terms of this Consent Decree require the submission by Supercuts of materials to the EEOC, they shall be mailed to: Supercuts Settlement, c/o Ann Henry, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, IL 60661. When this Consent Decree requires submissions by the EEOC of materials to Supercuts they shall be mailed to: Davi Hirsch, Klein Dub & Holleb, Ltd., 660 LaSalle Place, Highland Park, IL 60035.

**ENTERED AND APPROVED FOR:**

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

RONALD COOPER  
General Counsel

JAMES LEE  
Deputy General Counsel

GWENDOLYN YOUNG REAMS  
Associate General Counsel


For PRIMPS and MANAGEMENT  
ADVANTAGE GROUP, INC. OF  
ILLINOIS

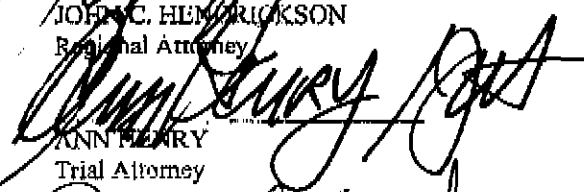
  
DAVI HIRSCH  
Klein Dub & Holleb, Ltd.  
660 LaSalle Place  
Highland Park, IL 60035  
(847) 681-9100

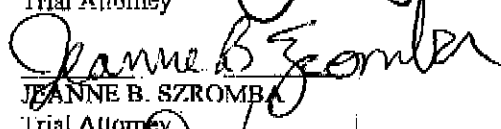
EQUAL EMPLOYMENT OPPORTUNITY For ROSA GONZALEZ and BLANCA  
COMMISSION SAUCEDA


500 West Madison Street, Suite 2800  
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Chicago, IL 60604

  
ANN HENRY  
Trial Attorney

  
JEANNE B. SZROMBA  
Trial Attorney

  
ENTER:  
The Honorable Darrah  
United States District Judge

10-25-06  
Date

# EXHIBIT A



**RELEASE AGREEMENT**

I, \_\_\_\_\_, in consideration for \$ \_\_\_\_\_ paid to me by Primps, L.L.C. and Management Advantage Group, Inc., in connection with the resolution of EEOC v. Primps, L.L.C. d/b/a Supercuts and Management Advantage Group of Illinois, Inc. d/b/a Supercuts, 05 C 4592 (N.D. Ill.), waive my right to recover for any claims of national origin discrimination arising under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., that I had against Primps, L.L.C. d/b/a Supercuts and Management Advantage Group of Illinois, Inc. d/b/a Supercuts prior to the date of this release and that were included in the claims alleged in EEOC's complaint in EEOC v. Primps, L.L.C. d/b/a Supercuts and Management Advantage Group of Illinois, Inc. d/b/a Supercuts, 05 C 4592 (N.D. Ill.).

Date: \_\_\_\_\_

Signature: \_\_\_\_\_