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EEOC v. Lawry's Restaurants, Inc., d/b/a Lawry's The Prime Rib, Five Crowns, and Tam O'Shanter Inn

Judge Dean D. Pregerson

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EEOC v. Lawry's Restaurants, Inc., d/b/a Lawry's The Prime Rib, Five Crowns, and Tam O'Shanter Inn

Keywords

EEOC, Lawry's Restaurants, Lawry's the Prime Rib, Five Crowns, Tam O'Shanter Inn, CV 06-1963 DDP (PLAx), consent decree, sex, male, disparate treatment, hiring, employment law, Title VII

1 Anna Y. Park, SBN 164242
2 U.S. EQUAL EMPLOYMENT
3 OPPORTUNITY COMMISSION
4 255 East Temple Street, Fourth Floor
5 Los Angeles, CA 90012
6 Telephone: (213) 894-1083
7 Facsimile: (213) 894-1301
8 E-Mail: lado.legal@eeoc.gov

9 Attorneys for Plaintiff
10 U.S. EQUAL EMPLOYMENT
11 OPPORTUNITY COMMISSION

12 Ari Karen, *pro hac vice*
13 OFFIT KURMAN
14 8171 Maple Lawn Boulevard
15 Maple Lawn, Maryland, 20759
16 Telephone: (301) 575-0340
17 Facsimile: (301) 575-0335
18 Email: akaren@offitkurman.com

19 Attorneys for Defendant
20 LAWRY'S RESTAURANTS, INC.,
21 d/b/a LAWRY'S THE PRIME RIB,
22 FIVE CROWNS, AND
23 TAM O'SHANTER INN

24 **UNITED STATES DISTRICT COURT**
25 **CENTRAL DISTRICT OF CALIFORNIA**

26 U.S. EQUAL EMPLOYMENT
27 OPPORTUNITY COMMISSION,

28 Plaintiff,

vs.

LAWRY'S RESTAURANTS, INC.,
d/b/a LAWRY'S THE PRIME RIB,
FIVE CROWNS, AND TAM
O'SHANTER INN,

Defendant.

Case No.: CV 06-1963 DDP (PLAx)

CONSENT DECREE

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I.
INTRODUCTION

On March 31, 2006, Plaintiff U.S. Equal Employment Opportunity Commission (the “EEOC” or “Commission”) brought this action against Defendants Lawry’s Restaurants, Inc., d/b/a Lawry’s The Prime Rib, Five Crowns, and Tam O’Shanter Inn (collectively “Defendants” or “Lawry’s”) pursuant to sections 706 and 707 of Title VII of the Civil Rights Act of 1964, as amended. In the Complaint, the Commission alleged that Lawry’s discriminated against Charging Party Brandon Little (“Charging Party” or “Little”) and similarly situated individuals by denying them employment as food servers in its restaurants because of their gender, male.

The Commission and Lawry’s (collectively, the “Parties”) have resolved the above-entitled action and have agreed that it should be finally resolved by entry of this Consent Decree (“Decree”).

II.
JURISDICTION

The Court has jurisdiction over the Parties and the subject matter of this lawsuit, pursuant to 28 U.S.C. Sections 451, 1331, 1337, 1343, 1345, and 1367 and 42 U.S.C. 2000e-5(f).

The Court shall retain jurisdiction of this action during the period of this Decree for the purposes of entering all orders, judgments and decrees that may be necessary to implement the relief provided herein.

III.
EFFECTIVE DATE AND DURATION OF DECREE

A. The provisions and agreements contained herein are effective immediately upon the date which this Decree is entered by the Court (“the Effective Date”).

1 B. The duration of this Decree shall be three years from the Effective
2 Date.

3 IV.

4 FINDINGS

5 Having examined the terms and provisions of this Decree and based on the
6 pleadings, record and stipulation of the parties, the Court finds the following:

7 A. The Court has jurisdiction over the parties and the subject matter of
8 this action. The Complaint asserts claims that, if proven, would authorize the
9 Court to grant the relief set forth in this Decree.

10 B. The terms and provisions of this Decree are adequate, fair, reasonable,
11 equitable and just. The rights of Lawry's, the Commission and those for whom the
12 Commission seeks relief are protected adequately by this Decree.

13 C. This Decree conforms with the Federal Rules of Civil Procedure and
14 Title VII and is not in derogation of the rights and privileges of any person. The
15 entry of this Decree will further the objectives of Title VII and will be in the best
16 interest of Lawry's, the Commission and those for whom the Commission seeks
17 relief.

18 V.

19 RESOLUTION OF CLAIMS

20 A. This Decree fully and completely resolves all claims raised by the
21 EEOC against Lawry's that are raised in the Complaint filed in this action in the
22 United States District Court, Central District of California on March 31, 2006,
23 captioned U.S. Equal Employment Opportunity Commission v. Lawry's
24 Restaurants, Inc., d/b/a Lawry's The Prime Rib, Five Crowns, and Tam O'Shanter
25 Inn, Case No. CV 06-1963 DDP (PLAx)(the "Complaint") and all claims raised in
26 Brandon Little's charge of discrimination, charge no. 340-2003-00631, and
27 charges of retaliation by Brandon Little, Alan Sanders and Blaine Morita (Charge
28 Nos. 340-2004-03032c, 340-2005-01125c, and 340-2005-01126c, respectively).

1 B. Nothing in this Decree shall be construed to preclude the Commission
2 from moving to enforce this Decree in the event that any party hereto fails to
3 perform the promises and representations contained herein.

4 C. Nothing in this Decree shall be construed to limit or reduce
5 Defendants' obligation to comply fully with Title VII or any other federal
6 employment statute.

7 D. This Decree in no way prejudices the EEOC's right to bring, process,
8 investigate or litigate other charges that may be in existence or may later arise
9 against Lawry's in accordance with standard EEOC procedures, to the extent such
10 claims or charges have not been waived or released herein.

11 VI.

12 MODIFICATION AND SEVERABILITY

13 A. This Decree constitutes the complete understanding of the Parties with
14 respect to the matters contained herein.

15 B. 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 the Decree. No waiver, modification or amendment of any provision of this
18 Decree will be effective unless made in writing and signed by an authorized
19 representative of each of the Parties.

20 C. If one or more provisions of the Decree are rendered unlawful or
21 unenforceable, the Parties shall make good faith efforts to agree upon appropriate
22 amendments to this Decree in order to effectuate the purposes of the Decree. In
23 any event, the remaining provisions will remain in full force and effect unless the
24 purposes of the Decree cannot, despite the Parties' best efforts, be achieved.

25 VII.

26 COMPLIANCE AND DISPUTE RESOLUTION

27 A. The EEOC expressly agrees that if Lawry's fails to comply with this
28 Decree, the EEOC may file a motion before this Court to enforce the Decree. Prior

1 to initiating such action, the EEOC will provide notice, in writing, of the nature of
2 the dispute. This notice shall specify the particular provision(s) that are alleged to
3 have been breached. Absent a showing by either party that the delay will cause
4 irreparable harm, Lawry's shall have thirty (30) days to attempt to resolve or cure
5 the putative breach.

6 B. The Parties agree to cooperate with each other and use their best
7 efforts to resolve any dispute referenced in such notice described in paragraph VII

8 A.

9 C. After thirty days have passed with no resolution or agreement to
10 extend the time further, EEOC may petition this Court for resolution of the dispute,
11 seeking all available relief, including an extension of the term of the Decree for
12 such period of time of the breach, or any other relief the Court deems appropriate.

13 VIII.

14 MONETARY RELIEF

15 A. Lawry's shall expend a total of \$1,025,000.00 in full settlement of
16 EEOC's action. This amount is inclusive of all monetary payments, costs, and
17 expenditures identified by specific dollar amounts in this Decree. Said payments
18 and expenditures are in full settlement of any and all claims by the EEOC,
19 including on behalf of Blaine Morita, Alan Sanders, and Brandon Little, for any
20 claims that were the subject of this litigation or any charge of retaliation filed by
21 the foregoing persons against Lawry's as of the date of this Decree.

22 B. Individual Monetary Relief

23 Thirty days from the Effective Date, Lawry's shall tender a total of
24 \$110,000.00 for payment to Brandon Little, Alan Sanders and Blaine Morita, in
25 full settlement of the EEOC action and their charges of retaliation (Charge Nos.
26 340-2004-03032c, 340-2005-01125c, and 340-2005-01126c, respectively), in the
27 amounts provided by the EEOC to each respective individual, to addresses
28 supplied by the EEOC. . EEOC has the sole discretion in determining the

1 allocation of monetary amount(s) to each of them. Lawry's shall
2 contemporaneously mail to the EEOC copies of said checks. The EEOC
3 designates the monetary amounts represent compensatory damages, and not a fine,
4 penalty, or punitive sanction, under Title VII and a 1099 shall be issued
5 accordingly to each of the Charging Parties.

6 C. Class Fund Monetary Relief

7 1. Within 60 days of the Effective Date, Lawry's shall hire a Claims
8 Administrator, whose duty shall be to administer and effect distribution of sums
9 specified herein to persons determined to be Claimants, all as set forth in this
10 Decree, in accordance with the written specifications of the EEOC. Defendants
11 shall have the sole responsibility for all costs and fees connected with establishing
12 and maintaining the class fund.

13 2. Lawry's shall establish a class fund in the amount of \$390,000.00, less
14 the following credits:

15 (a) Half the cost of the March 28, 2007 mediation between the EEOC
16 and Lawry's; and

17 (b) Fees paid to the Claims Administrator not to exceed \$15,000.00.

18 The Class Fund, less the above-described credits, shall be referred to herein as the
19 Adjusted Class Fund. Within 30 days following completion of all steps outlined
20 below to determine the actual Claimants that will receive payments from the
21 Adjusted Class Fund (the list of which shall be provided by Lawry's to the EEOC
22 pursuant to Paragraph 6 of Section VIII C.), Lawry's shall make sufficient
23 payment, to the extent necessary to fund the payments due to Claimants at that
24 time, consistent with the terms of this Agreement. At the time of funding, Lawry's
25 shall provide to the EEOC a report as to the amounts paid into the Adjusted Class
26 Fund and any amounts that remain to be paid into the Adjusted Class Fund.

27 3. All men who are known to have applied in writing or have proof of
28 oral application for employment for a server position at any of the Lawry's The

1 Prime Ribs, Five Crowns or Tam O'Shanter restaurants at any time between May
2 1, 2002 and September 30, 2004 (Relevant Time period) are Eligible Claimants.
3 Eligible Claimants who submitted an application include persons who indicated
4 that they were interested in "server" or "any" or "all" available positions. Eligible
5 Claimants who submitted an application shall also include persons who did not
6 designate a position and/or who failed to fully complete an application in writing.
7 Eligible Claimants also include, but are not limited to, persons employed by
8 Defendants in non-server positions at the time of their application to the server
9 position during the Relevant Period.

10 4. Within 90 days following the effective date, Lawry's shall submit to
11 the EEOC a list of all Eligible Claimants. Lawry's shall send Notices and Claims
12 Forms (attached hereto as Exhibit "A"), via certified mail, to all Eligible Claimants
13 within thirty (30) days of providing the EEOC with the list of Eligible Claimants.
14 Concurrently therewith, Lawry's shall provide to the EEOC a certification that it
15 has mailed Notice and Claims Forms to all Eligible Claimants. Eligible Claimants
16 have 180 days (the Notice Period) from the date of Lawry's mailing of the Notice
17 and Claim Form in which to return the Claims Form. In the event that an Eligible
18 Claimant fails to return the Claims Form within that period of time, that Eligible
19 Claimant shall not be entitled to take any part of the Adjusted Class Fund.

20 5. In the event that any of the Eligible Claimants' Notice and Claims
21 Forms are returned to Lawry's as undeliverable, Lawry's, through the Claims
22 Administrator, shall within 30 days of receiving the returned correspondence,
23 conduct research for the Eligible Claimant's current address and further use its best
24 efforts to locate the Eligible Claimant's current address at Defendants' own cost.
25 The Claims Administrator is to utilize what is customary and usual in the industry
26 for identifying Eligible Claimants to conduct searches. Defendants shall
27 immediately notify the EEOC if a Notice and Claims Form is returned as
28 undeliverable. If Lawry's is able to obtain an updated address for the Eligible

1 Claimant, Lawry's shall re-mail the Notice and Claims Form to the Eligible
2 Claimant, via certified mail, at the updated address and provide the EEOC with
3 notice of the re-mailing. In the event that an Eligible Claimant fails to return the
4 Claims Form within the Notice Period, that Eligible Claimant shall not be entitled
5 to take any part of the Adjusted Class Fund. If, after conducting research and
6 otherwise using its best efforts to locate an Eligible Claimant, Lawry's is unable to
7 locate a current address for an Eligible Claimant, Lawry's shall be released from
8 any and all further liability for the same under this Decree. For any and all Eligible
9 Claimants barred from recovery as described herein, Lawry's shall provide to the
10 EEOC a certification outlining Lawry's' efforts to locate such barred Eligible
11 Claimants before the monetary distribution.

12 6. Every Eligible Claimant who returns a Claims Form to Lawry's
13 within 180 days of Lawry's mailing of the Notice and Claims Form shall be a
14 Claimant, and shall be entitled to distribution from the Adjusted Class Fund.
15 Within eight (8) weeks of the close of the Notice Period, Lawry's shall provide to
16 the EEOC a list of all Claimants.

17 7. The amount to be paid to each Claimant shall be \$200.00 per month
18 for each month from the date of the Claimant's application for the server position
19 through January 1, 2006. If the amount of claims filed exceeds the Adjusted Class
20 Fund, then each Claimant's share shall be reduced pro rata such that the total
21 payment to Claimants shall not exceed the Adjusted Class Fund. Any surplus in
22 the Adjusted Class Fund after distribution to the Claimants shall be expended by
23 the Defendant during the Term of the Decree on charitable events for the benefit of
24 causes that are intended to assist predominantly male issues such as prostate
25 cancer. Defendant shall publicize that the monies for the charitable events are
26 funded from this Decree with the EEOC and that such benefits shall be publicly
27 recognized.

28 8. Lawry's shall make payments by check transmitted via certified mail,

1 return receipt requested. All amounts distributed from the Class Fund shall be
2 evidenced by IRS Form 1099 to each Claimant. All Charging Parties and
3 Claimants receiving a portion of the Class Fund shall be liable for all taxes
4 associated with such payment.

5 9. Upon completion of all payments to all Claimants, Lawry's shall
6 submit a copy of each check and related correspondence to Anna Park, Regional
7 Attorney, United States Equal Employment Opportunity Commission, 255 East
8 Temple Street, 4th Floor, Los Angeles, CA 90012.

9 10. Lawry's shall be solely responsible for any costs associated with the
10 issuance and distribution of the 1099 tax reporting forms to each of the Charging
11 Parties and Claimants.

12 11. Claimants shall sign standard EEOC claimant acknowledgements prior
13 to receiving any portion of the class fund.

14 IX.

15 GENERAL INJUNCTIVE RELIEF

16 Without admission of wrongdoing or suggestion that Lawry's has to date
17 engaged in any action or practice inconsistent with the foregoing, and there not
18 being evidence of the same, the Parties consent to the following injunctive relief:

19 A. Non-discrimination and non-retaliation

20 1. Lawry's, its officers, agents, management (including all supervisory
21 employees), successors, assigns, and all those in active concert or participation
22 with them, or any of them, are enjoined from: (a) engaging in any hiring practices
23 that discriminate based upon gender; (b) discriminating against persons on the
24 basis of gender in the terms and conditions of employment; (c) engaging in or
25 being a party to any action, policy or practice that is intended or is known to them
26 to have the effect of harassing or intimidating any employee on the basis of gender;
27 and (d) creating, facilitating or permitting the existence of a work environment that
28 is hostile to employees due to gender.

1 2. Lawry's, its officers, agents, management (including all supervisory
2 employees), successors, assigns, and all those in active concert or participation
3 with them, or any of them, hereby are enjoined from, implementing or permitting
4 any action, policy or practice with the purpose of retaliating against any current or
5 former employee or applicant of Lawry's because he or she has in the past, or
6 during the term of this Decree: (a) opposed any practice made unlawful under Title
7 VII; (b) filed a charge of discrimination alleging such practice; (c) testified or
8 participated in any manner in any investigation (including without limitation, any
9 internal investigation undertaken by Lawry's) or proceeding in connection with
10 this case and/or relating to any claim of a Title VII violation; (d) was identified as
11 a possible witness or claimant in this action; (e) asserted any rights under this
12 Decree; or (f) sought and/or received any relief in accordance with this Decree.

13 B. Posting

14 Within ten business days after the Effective Date and throughout the term of
15 this Decree, Lawry's shall post notice (attached as Exhibit "B") of the terms of this
16 Decree in at least three clearly visible locations frequented by employees at each of
17 its facilities.

18 C. Equal Employment Opportunity Compliance Officer

19 1. Lawry's hereby designates Carolyn Goldsberry an Equal Employment
20 Opportunity Compliance Officer ("Compliance Officer") with demonstrated
21 experience in the area of employment discrimination and recruitment/hiring issues,
22 to implement and monitor Lawry's' compliance with Title VII and the provisions of
23 this Decree. Upon the EEOC's execution of this Document, the EEOC
24 acknowledges that Lawry's has submitted Ms. Goldsberry's job description and
25 resume demonstrating her aptitude and appropriateness for her position. Lawry's
26 shall bear all costs associated with the selection and retention of the Compliance
27 Officer and the performance of his/her duties.

28 2. The Compliance Officer shall report directly to the CEO.

1 3. The Compliance Officer's responsibilities shall include:

2 (a) Assisting Lawry's in the revision of policies concerning
3 recruitment and hiring and tracking of applications;

4 (b) Assisting Lawry's in training its employees on their rights
5 under equal employment opportunity laws and in training
6 managerial/supervisory staff of their responsibilities with respect to
7 recruiting and hiring under Title VII;

8 (c) Assisting Lawry's in recruitment and hiring of men into server
9 positions at each of its restaurants;

10 (d) Assisting Lawry's in ensuring that all recordkeeping and
11 reporting requirements under this Decree are accurately and timely
12 met; and

13 (e) Further ensuring compliance with the terms of this Decree.

14 D. Revision of Policies Concerning Discrimination and Hiring

15 1. With the assistance of the Compliance Officer, Lawry's shall to the
16 extent necessary to comply with this Decree, revise its job descriptions to at a
17 minimum, remove any gender-specific references and make them gender neutral.
18 Additionally, to the extent necessary to comply with this Decree, it shall revise its
19 written policies on discrimination and hiring to, at a minimum, include:

20 (a) an express prohibition against hiring on the basis of sex;

21 (b) a system of tracking applications to ensure compliance with Title
22 VII; and

23 (c) a clear statement that managers and supervisors shall be held
24 accountable for compliance with Title VII and EEO laws.

25 2. The revised job descriptions and policies, to the extent necessary
26 hereunder, shall be distributed within 45 days of the Effective Date to all of
27 Lawry's employees, including management and supervisory staff, and the revised
28 policies shall be included in any relevant handbooks or manuals distributed to

1 employees by Lawry's. Lawry's shall collect acknowledgments from each
2 employee of receipt of the revised job descriptions and policies.

3 3. Throughout the term of this Decree, Lawry's shall also post the
4 revised policies in a place that is conspicuous and accessible to all employees at
5 each of its locations covered by this Decree.

6 4. To the extent Lawry's has submitted to the EEO policies consistent
7 with this section in advance of the Effective Date, and Lawry's agrees to
8 redistribute such policies at all trainings (as required below) throughout the
9 duration of this Consent Decree, the posting requirements and acknowledgements
10 identified above are inapplicable.

11 5. In the event that Lawry's further revises its discrimination and/or
12 hiring policies at any time during the term of this Decree, Lawry's shall provide
13 the EEOC with written notice within ten days after implementation of any such
14 revision.

15 E. Training

16 1. Lawry's shall expend at least \$225,000.00 over the Term of the
17 Decree on training required under this Paragraph. Notwithstanding the foregoing,
18 upon submission of adequate proof that such training consistent with the meaning
19 of this Agreement has been conducted subsequent to July 31, 2008 up to the
20 Effective Date, Lawry's shall be given credit for any amounts expended in
21 connection therewith towards the \$225,000.00 referenced herein.

22 2. Within sixty days after the Effective Date, all of Lawry's
23 employees shall be required to attend an intensive training program of at least one
24 (1) hour addressing compliance under Title VII. All employees' training shall
25 include coverage of the subjects of equal employment opportunity rights and
26 responsibilities, including but not limited to Title VII's prohibitions against
27 discrimination on the basis of sex, retaliation, and an affirmation of Lawry's
28 abandonment of its practice of hiring only female servers, and its commitment to

1 non-discriminatory hiring. Notwithstanding the foregoing, upon submission of
2 adequate proof to the satisfaction of the EEOC that such training consistent with
3 the meaning of this Agreement has been conducted subsequent to July 31, 2008 up
4 to the Effective Date, Lawry's shall be considered to have satisfied the initial
5 training requirement referenced herein.

6 3. In addition, all hiring officials, restaurant officials, managers, and human
7 resources employees shall be required to attend additional 1 hour training on their
8 responsibilities with respect to providing a discrimination-free workplace under
9 Title VII, including but not limited to their responsibilities with regard to
10 recruitment and hiring and prohibiting retaliation. Included in the hiring officials,
11 restaurant officials, managers, and human resources training will be a clear
12 statement that managers and supervisors shall be held accountable for compliance
13 with Title VII and EEO laws. All trainings described above shall be mandatory and
14 all employees who attend shall sign an attendance acknowledgment form.

15 Notwithstanding the foregoing, upon submission of adequate proof to the EEOC's
16 satisfaction that such training consistent with the meaning of this Agreement has
17 been conducted subsequent to July 31, 2008 up to the Effective Date, Lawry's shall
18 be considered to have satisfied the initial training requirement referenced herein.

19 4. For the remainder of the term of this Decree, all new employees and
20 all employees recently promoted from a staff/hourly to a position involving hiring
21 or a human resources position shall receive the hiring official/human resources or
22 staff/hourly employee training, as appropriate, within thirty days of hire or
23 promotion.

24 5. After the initial training as specified above, all employees shall
25 receive the training at least annually thereafter for the remainder of the term of this
26 Decree.

27 6. Except as otherwise specified herein, at least fifteen days prior to
28 providing any training pursuant to this Paragraph, Lawry's shall submit to the

1 EEOC a description of the training to be provided and an outline of the curriculum
2 developed for the trainees. Lawry's shall include the date, time and location of the
3 upcoming training. Lawry's agrees that an EEOC representative may attend any
4 such training.

5 F. Recruiting and Hiring

6 Lawry's shall endeavor to increase diversity in the workforce into server
7 positions. The Parties acknowledge that since 2004, Lawry's has endeavored to
8 hire men into server positions, departing from its alleged practice of hiring women
9 into server positions. Lawry's represents that it currently hires men at a rate of at
10 least 37% men into server positions throughout its locations. For each year during
11 the term of the Consent Decree, Lawry's will endeavor to maintain the hiring rate
12 of 37% to 40% men into server positions to promote equal employment
13 opportunity for men and women into server positions.

14 If Lawry's fails to meet this annual hiring endeavor, the EEOC shall review
15 Lawry's good faith compliance with its obligations under the Decree in order to
16 determine whether Lawry's has violated the Decree. If Lawry's has acted in good
17 faith in its hiring practices, but, in spite of its good faith efforts, has not attained the
18 hiring endeavor for that year, Lawry's will be excused from such non-compliance
19 and shall not be deemed in violation of this section of the Decree. If, however, the
20 EEOC contends that Lawry's has violated this provision of the Decree, the parties
21 shall follow the procedure set out in Section VII for resolution of any dispute or
22 enforcement of the Decree.

23 In pursuing this endeavor, Lawry's shall engage the following activities:

24 1. Lawry's shall spend at least \$300,000.00 during the Term of the
25 Decree (*i.e.*, approximately \$100,000.00 per year) on an advertising campaign
26 directed toward the goal of changing the public's perception that Lawry's only
27 hires female servers. The advertising campaign shall include visual images and/or
28 information reflecting its restaurants' hiring of male servers and/or written

1 materials stating that males are eligible to work as servers in its restaurants. It is
2 understood that there is no precise amount that must be expended on such
3 advertising each year of the Decree; provided, however, that the total of such
4 expenditures over the Term of the Decree must be at least \$300,000.00.

5 Notwithstanding the foregoing, upon submission of adequate proof to the EEOC's
6 satisfaction that such advertising consistent with the meaning of this Agreement
7 has been utilized subsequent to the July 31, 2008 Mediation, but prior to the
8 Effective Date, Lawry's shall be given credit for any amounts expended in
9 connection therewith towards the \$300,000.00 referenced herein.

10 2. Implement a systematic, predetermined hiring procedure that is
11 disclosed to all applicants to ensure that applicants are evaluated based upon their
12 qualifications and interest in the open positions and not on gender;

13 3. Provide written notice of all job openings; and

14 4. Any other procedures recommended by the Compliance Officer. If
15 Lawry's does not follow any recommended procedures recommended by the
16 Compliance Officer, the EEOC shall be notified in the semi-annual reporting set
17 forth below of the recommendation by the Compliance Officer and the reason why
18 Lawry's failed to follow the recommendation.

19 G. Performance Evaluations

20 1. For the upcoming review cycle, to the extent not already in effect,
21 Lawry's shall revise their performance evaluation forms for hiring officials and
22 human resources in order to include as measures for performance compliance with
23 Title VII and Lawry's Anti-Discrimination and Retaliation Policies and
24 Procedures.

25 2. At least thirty (30) days prior to implementing the performance
26 evaluation forms described above, as applicable, Lawry's will provide the EEOC
27 with the proposed revisions.

28 3. To the extent Lawry's has submitted to the EEOC Performance

1 Evaluations consistent with this section in advance of the Effective Date, the notice
2 requirements identified above are inapplicable.

3 X.

4 RECORD KEEPING AND REPORTING

5 A. Record-Keeping

6 1. Lawry's shall submit annual EEO-1 reports pursuant to applicable
7 law, and shall maintain supporting documentation as required by applicable law,
8 and shall maintain all employment applications and resumes submitted during the
9 term of the Decree.

10 2. Lawry's shall maintain all records associated with its recruitment
11 efforts and advertisement campaign undertaken pursuant to this Decree.

12 3. Lawry's shall maintain an Applicant Flow Log for each position filled
13 during the term of the Decree. The Applicant Flow Log shall contain, at a
14 minimum:

15 (a) The position to be filled;

16 (b) The name, date of application and gender of each applicant for
17 the position;

18 (c) The name, date of selection and gender of the selectee; and

19 (d) The name, gender and title of each person who participated in
20 the selection process on Lawry's behalf.

21 4. Lawry's shall retain the following categories of documents in support
22 of its Applicant Flow Log:

23 (a) Job description for the position filled;

24 (b) A copy of all advertisements placed in connection with
25 recruiting for the position;

26 (c) Applications for all applicants who applied for the position, as
27 well as applications indicating that the applicant was seeking
28 employment in any or all available positions;

- 1 (d) Any other documentation submitted by the applicants in
- 2 connection with the application process;
- 3 (e) The application and other documentation submitted by the
- 4 person selected to fill the position;
- 5 (f) Job description; performance evaluation system and
- 6 (g) Any documents pertaining to the selection process, including
- 7 but not limited to interview notes.

8 5. Lawry's agrees that, at the EEOC's request at any time, with thirty
9 days notice, during the term of the Decree, the EEOC may inspect the Applicant
10 Flow Log and any supporting documents.

11 6. Lawry's shall maintain all records associated with any complaints of
12 discrimination brought to it by any member of its workforce, including, any
13 writings or notes reflecting the complaints, any documents gathered or generated in
14 the course of investigating into the complaint, and any documents generated in
15 connection with resolution of the complaint.

16 7. Lawry's shall maintain all records associated with the trainings
17 provided to its workforce pursuant to this Decree.

18 B. Reporting

19 Lawry's shall provide the following reports to the EEOC in writing, by mail:

20 1. Within ten (10) days after the Effective Date, Lawry's shall submit an
21 affirmation that the posting (attached hereto as Exhibit B) has been posted;

22 2. Except as otherwise provided herein, within fifteen (15) days prior to
23 each training provided pursuant to the Decree, Lawry's shall submit a description
24 of the training to be provided, an outline of the curriculum, and the date, time and
25 location of the upcoming training;

26 3. Within ninety (90) days after the Effective Date, Lawry's shall submit
27 a report which contains:

28 (a) A copy of any revised job descriptions and discrimination and

1 hiring policies;

2 (b) An affirmation that any revised discrimination and hiring
3 policies have been posted and copies of all employee
4 acknowledgment forms indicating receipt of the revised job
5 descriptions and discrimination and hiring policies; and the
6 performance evaluation forms;

7 (c). Any revisions to the policies and procedures as defined herein
8 will be distributed at the training sessions.

9 4. Lawry's shall report semi-annually throughout the Term of this
10 Decree on its hiring practices. Each report shall contain the number and location
11 of server hires, the name and gender of each selectee, and the number and genders
12 of applicants for that position. Lawry's shall also report semi-annually complaints
13 of discrimination and its resolution as set forth above. At the EEOC's written
14 request, Lawry's shall make its applicant flow log and supporting documentation
15 available to the EEOC for its inspection.

16 5. Lawry's shall report annually throughout the Term of this decree its
17 training practices. Each report shall contain the attendance lists of all attendees for
18 all training sessions required under this Decree that took place during the previous
19 twelve months; a certification that all employees attended the trainings; and
20 acknowledgments of receipt of the revised discrimination and hiring policies for all
21 employees hired during the previous twelve months.

22 6. All reports under this Paragraph shall be directed to: U.S. Equal
23 Employment Opportunity Commission, Attn. Regional Attorney, 255 E. Temple
24 Street, 4th Floor, Los Angeles, CA 90012.

25 XI.

26 COSTS OF ADMINISTRATION AND IMPLEMENTATION
27 OF CONSENT DECREE

28 Lawry's shall bear all costs associated with its administration and

1 implementation of its obligations under this Consent Decree.

2 XII.

3 COSTS AND ATTORNEYS' FEES

4 Each party shall bear its own costs of suit and attorneys' fees. The Parties
5 further agree that pursuant to Section 706(k) of Title VII, 42 U.S.C. § 2000e-5(k),
6 there is no "prevailing party" in this action or proceeding.

7 XIII.

8 MISCELLANEOUS PROVISIONS


9 A. During the term of this Consent Decree, Lawry's shall provide any
10 potential successor-in-interest with a copy of this Decree within a reasonable time
11 of not less than thirty days prior to the execution of any agreement for acquisition
12 or assumption of control of any or all of Lawry's operations, or any other material
13 change in corporate structure, and shall simultaneously inform the EEOC of same.

14 B. During the term of this Decree, Lawry's and its successors, if any,
15 shall assure that each of its officers, managers and supervisors is aware of any term
16 in this Decree which is related to his/her job duties.

17 C. The parties agree to entry of this Decree and judgment subject to final
18 approval by the Court.

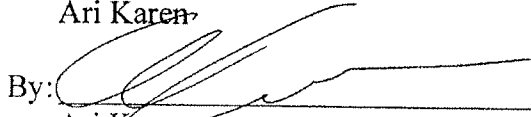
EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
Anna Y. Park

19
20
21 Date: 10/30/09

22 By: 
23 Anna Y. Park
24 Attorneys for Plaintiff

25 OFFIT KURMAN
Ari Karen

26 Date: 10/22/09

27 By: 
28 Ari Karen
Attorneys for Defendant