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Equal Employment Opportunity Commission v. Slick Willies of America Inc., et al.

Judge Nancy F. Atlas

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Equal Employment Opportunity Commission v. Slick Willies of America Inc., et al.

Keywords

EEOC, Slick Willies of America Inc., H-04-3584, Consent Decree, Disparate Treatment, Hiring, Sex, Male, Service, Title VII, Employment Law

Neither Defendant's consent to the entry of this Consent Decree nor any of the terms set forth in it shall constitute or be construed as an admission of any Title VII violation. The parties agree that this Consent Decree is being entered for the sole purpose of compromising disputed claims without the necessity for protracted litigation. This Consent Decree resolves all issues raised in the complaint of the EEOC through the date of this Consent Decree, and the parties accept this Consent Decree as final and binding among themselves as to the issues resolved herein. This Consent Decree shall not constitute an admission, an adjudication or a finding on the merits of the case.

E. The Commission and Slick Willies Of Americas stipulate to the jurisdiction of the court and the satisfaction of all administrative prerequisites. No party shall contest the jurisdiction of this court to enforce this Consent Decree.

F. The parties further waive hearing and entry of findings of fact and conclusions of law on all issues.

IT IS ORDERED that:

1. This Consent Decree is entered in full and complete settlement of any and all claims made by the Commission arising out of or asserted in Civil Action H-04-³⁵⁸⁴~~XXX~~ and the above-referenced Charge on behalf of Mr. Perry and a class of male applicants for wait staff and bartender jobs in 2002 at Slick Willies' Houston-area facilities.
2. The Company's employment practice will be maintained and conducted in a manner which do not violate Title VII of the Civil Rights Act of 1964, as amended.
3. The attached Notice (Exhibit A) will be posted in a conspicuous area frequented by all employees at defendant's Houston locations for a period of two (2) years commencing within thirty (30) calendar days following the date of this Consent Decree. Defendant agrees to take reasonable steps to assure that the Notice will remain in place for the entire period of time.

4. Slick Willies will provide an independent experienced training person or group who shall provide a program on employment discrimination, including the law relating to Title VII, to all management level employees and any other staff involved in recruitment and/or hiring of staff, whether characterized as employees, independent contractors or otherwise. The names of all attendees will be provided to the Commission, and attendees will be told that discipline will be administered to store managers who are found to violate this consent decree and who do not adhere to the defendant's training principles; and attendees will be advised that notices are being posted as a reminder about the company's obligations under Title VII and that the notices will remain posted for two (2) years. The training shall be completed no later than January 31, 2005, or within six(6) months from the date the Consent Decree is entered, whichever date is later. The person who shall administer the training will be either attorney(s) or person(s) possessing at least five years of experience in labor and employment law. Written acknowledgment of receipt of the training shall be obtained by Defendant from all individuals attending the training and retained among the employment records of Defendant.

5. Within one (1) week after the entry of this Decree, Defendant shall establish a restricted escrow bank account at Southern National Bank for the sole purpose of disbursement of settlement funds. Charging Party will be paid back pay, minus interim earnings, as other class members, within one (1) week after defendant receives the Commission's calculation of Charging Party's back pay. Within two weeks after the Commission identifies the class members, pursuant to paragraph 7 of the Consent Decree, Defendant shall fund that escrow account by placing therein the entire settlement fund of \$49,000, minus what has already been paid to Charging Party. Any interest accrued from that account shall be paid to the class.

6. The Commission will develop a list of persons to whom settlement checks will be made payable. If up to \$5,000 remains undistributed, that money shall revert to the company to be used to defray the cost of training, pursuant to paragraph 4. Any balance over \$5,000 after

disbursal to class members and Charging Party will be donated to charity regarding placement of persons in employment and to be mutually selected by the parties.

7. The Commission shall have until 120 days from the entry of this Decree to identify all class members and notify defendant of their identification. The list of the known class members will include their names and home addresses. Defendant shall begin preparing checks to the identified class members within 30 days after receiving notice from the Commission. The checks shall be delivered to the Commission for distribution to the class members by the Commission. The checks shall be delivered to: Legal Unit, EEOC, 7th Floor, Houston, Texas 77002. Edmond Mah, co-owner of defendant, with the assistance of his counsel in the litigation; will file annual reports for two (2) years regarding defendant's efforts to assure affirmative recruitment and hiring of qualified male applicants. The defendant will retain its website that shows it is an equal employment opportunity employer.

8. Defendant shall not retaliate against any class member who receives a distribution of settlement monies.

9. Hiring goals: The Company agrees that it will not discriminate against male applicants, and will continue its policy of affirmatively recruiting male applicants for its establishments.

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

11. Defendant agrees that it is subject to the jurisdiction of the Houston federal court if the Commission believes Defendant has violated the terms of this Consent Decree.

12. This Consent Decree shall be binding on Defendant and all of Defendant' subsequent successors-in-interest, and Defendant will notify all such subsequent successors-in-interest of the existence and terms of this Consent Decree. As used herein, successors-in- interest shall mean a company or other entity which succeeds to the corporate entity of Defendant.


13. Nothing in this Consent Decree shall be construed to preclude the Commission from filing a separate action in the future on behalf of anyone other than Mr. Perry and the class of male

applicants as designated within under Title VII, or any other statute which the Commission enforces, for any alleged pending or subsequent violations by Defendant not resolved by this Decree.

14. Each signatory certifies that he or she is authorized to execute this document on behalf of the party or parties whom they represent.

Signed this 14 day of September 2004, at Houston, Texas.

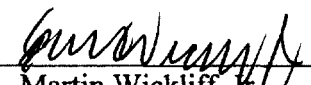
Signed: Sept. 18, 2004

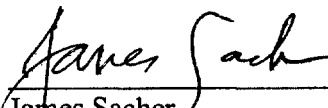

UNITED STATE DISTRICT JUDGE

AGREED AND CONSENTED TO:

ATTORNEY FOR DEFENDANT
SLICK WILLIES

ATTORNEY FOR PLAINTIFF
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION


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Southern District of Texas No.

HO:46377v1

NOTICE REGARDING
EQUAL EMPLOYMENT OPPORTUNITY LAWS

Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's race, color, religion, sex, national origin, age or disability with respect to compensation, terms, conditions, or privileges of employment. Visit the Equal Employment Opportunity Commission at **WWW.EEOC.GOV** for more information.

Slick Willies supports the enforcement of all laws prohibiting discrimination; and it does not and will not interfere with anyone who exercises his/her rights under Title VII of the Civil Rights Act of 1964, as amended, Age Discrimination in Employment Act of 1967, as amended, Equal Pay Act of 1963, as amended, Americans with Disabilities Act of 1990, or who files a charge, testifies, provides assistance or information, or participates in any manner in an investigation, proceeding or hearing relating to charges filed with the Commission.

Specifically, Slick Willies does not and will not tolerate the denial of employment or promotion of an individual because of the individual's race, color, religion, sex, national origin, age or disability. SLICK WILLIES does not and will not engage in any employment practices which have the effect of discriminating against its employees because of race, color, religion, sex, national origin, age or disability. In the event you feel you have been discriminated against, you have duty to report this to Slick Willies' corporate office, 6222 Richmond, Suite 500-A, Houston, Texas 77057, telephone number 713-978-7390. SLICK WILLIES encourages all employees to visit **WWW.EEOC.GOV** for more information regarding employment rights.

Signed this _____ day of _____ 2004.

Signature of Respondent

Title