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Equal Employment Opportunity Commission v. Clear Lake Riviera Yacht and Golf Club

Judge Susan Illston

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Equal Employment Opportunity Commission v. Clear Lake Riviera Yacht and Golf Club

Keywords

EEOC, Clear Lake Riviera Yacht and Golf Club, C 03 4429 SI, Consent Decree, Hostile Work Environment, Sexual Harassment, Sex, Other, Employment Law, Title VII

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21 UNITED STATES DISTRICT COURT
22 NORTHERN DISTRICT OF CALIFORNIA

23 EQUAL EMPLOYMENT OPPORTUNITY) Case No. C 03 4429 SI
24 COMMISSION,)
25)
26 Plaintiff,) **CONSENT DECREE BETWEEN THE**
27) **EQUAL EMPLOYMENT**
28 v.) **OPPORTUNITY COMMISSION AND**
29) **CLEAR LAKE RIVIERA YACHT AND**
30 CLEAR LAKE RIVIERA YACHT AND) **GOLF CLUB; ORDER**
31 GOLF CLUB,)
32)
33 Defendant.)

34 Plaintiff Equal Employment Opportunity Commission ("Commission") filed this action
35 under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991 to correct
36 alleged unlawful employment practices on the basis of discrimination based on sex and sex
37 harassment and to provide appropriate relief to individuals who the Commission alleged were
38 adversely affected by such practices. The Commission alleged that Defendant Clear Lake Riviera

1 Yacht and Golf Club ("Club") subjected employees to unlawful discrimination based on sex in
2 violation of Title VII. The Commission and Defendant Club now seek to resolve this action as to
3 each other without further contested litigation through the instant Consent Decree. This resolution
4 does not constitute an admission of liability on the part of the Club, nor constitute a finding on the
5 allegations stated in the Commission's Complaint. This Consent Decree represents a good faith
6 settlement of contested and disputed claims.

7 The Court has reviewed this Consent Decree in light of the pleadings, the record herein, and
8 the applicable law, and now vacates its Order of Dismissal Upon Settlement issued on May 12,
9 2004 and approves this Consent Decree.

10 THEREFORE IT IS HEREBY ORDERED, ADJUDGED AND DECREED:

11 **GENERAL PROVISIONS**

- 12 1. This Court has jurisdiction over the subject matter and the parties to this action. This Court
13 retains jurisdiction over this Consent Decree during its term.
- 14 2. This Consent Decree constitutes a full and final resolution of the Commission's claims
15 against the Club in this action.
- 16 3. This Consent Decree will become effective upon its entry by the Court.
- 17 4. This Consent Decree is final and binding upon the parties to it, their successors and assigns.
- 18 5. The Commission and the Club will each bear its own costs and attorneys fees in this action.

19 **GENERAL INJUNCTIVE RELIEF**

- 20 6. The Club and its current officers, agents, employees, and all persons in active concert or
21 participation with them will comply with all requirements of Title VII with respect to
22 providing a work environment free from discrimination on the basis of sex.
- 23 7. The Club and its current officers, agents, employees, and all persons in active concert or
24 participation with them agree not to retaliate against Wendy DeBolt, Crystal Cameron and
25 Tamara Eaton ("Charging Parties") for having testified or participated in any manner in the
26 Commission's investigation and the proceedings in this case.

27 **SPECIAL INJUNCTIVE RELIEF**

- 28 8. No later than forty-five (45) days from the entry of this Consent Decree, the Club will use

1 an outside consultant to conduct an all-day sexual harassment training for all employees
2 and board members.

3 9. The Club will post a copy of this Consent Decree and the Club's anti-
4 discriminatory/harassment policy in a prominent place at its work site for the entire
5 duration of the Consent Decree.

6 10. The Club will terminate the employment of Israel Gonzales, effective June 30, 2004.

7 11. The employment of Alex Garcia will terminate no later than September 30, 2004.

8 **MONETARY RELIEF**

9 12. The Club will pay the Charging Parties a total of \$75,000 in compensatory damages. This
10 amount will be paid in installments – \$10,000 within 30 days of the entry of the Consent
11 Decree; another \$10,000 within 60 days of the entry of the Consent Decree; and another
12 \$10,000 within 90 days of the entry of the Consent Decree. The remaining \$45,000 will be
13 paid within 36 months of the entry of the Consent Decree. These payments will be divided
14 evenly among the three named Charging Parties in this case. These sums will be paid by
15 check directly to each individual in her name, and will be sent to each via certified mail,
16 Federal Express, or United Parcel Service delivery at addresses to be provided to the Club
17 by the Commission. A copy of said checks and their transmittal letters will be sent to
18 Commission counsel Raymond Cheung at the San Francisco District Office.

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EXPIRATION OF CONSENT DECREE AND DISMISSAL

13. Due to the installment payment of the monetary relief, this Court will retain jurisdiction of this case and enforcement power over this Consent Decree for a period of three years (36 months) after the entry of this Consent Decree. Thereafter, this lawsuit will be dismissed with prejudice, provided that Defendants have complied with the terms of this Consent Decree.

GIRARD & VINSON, LLP

Dated: 6/14/04

By Michelle Cannon
MICHELLE L. CANNON
Attorneys for Defendant CLEAR LAKE RIVIERA
YACHT AND GOLF CLUB

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Dated: 6/16/04

By R. Cheung
RAYMOND T. CHEUNG
Attorneys for Plaintiff EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

ORDER

It is so ordered.

Dated: 6/18/04

S. Illston
HONORABLE SUSAN ILLSTON
United States District Judge