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Equal Employment Opportunity Commission and Domingo Ramirez, Cuauhtémoc Guerrero v. Ceisel Masonry, Inc.

Judge Harry D. Leinenweber

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Equal Employment Opportunity Commission and Domingo Ramirez, Cuauhtémoc Guerrero v. Ceisel Masonry, Inc.

Keywords

Equal Employment Opportunity Commission, EEOC, E.E.O.C., Domingo Ramirez, Cuauhtémoc Guerrero, Ceisel Masonry Inc., 1:-6-cv-02075, Consent Decree, Hostile Work Environment, Disparate Treatment, Retaliation, Race, National Origin, Hispanic, Construction, Employment Law, TitleVII



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

EQUAL EMPLOYMENT OPPORTUNITY)
 COMMISSION)
 and)
 DOMINGO RAMIREZ,)
 CUAUHTÉMOC GUERRERO,)
)
 Plaintiffs,)
)
 v.)
)
 CEISEL MASONRY, INC.,)
 an Illinois corporation,)
)
 Defendant.)

Civil Action No.: 06 CV 2075

06cv2075

Judge Harry D. Leinenweber

DOMINGO RAMIREZ,)
 CUAUHTÉMOC GUERRERO, and)
 JUAN CALDERON,)
)
 Plaintiffs,)
)
 v.)
)
 CEISEL MASONRY, INC.,)
 an Illinois corporation,)
)
 Defendant.)

Civil Action No.: 06 CV 2084

Judge Harry D. Leinenweber

CONSENT DECREE

THE LITIGATION

1. On April 13, 2006, Plaintiff Equal Employment Opportunity Commission (the "EEOC") filed suit against Defendant Ceisel Masonry, Inc. ("Ceisel") under Title VII of the Civil Rights Act of 1964 (the "Title VII"), 42 U.S.C. §2000e, et seq. ("Title VII case"). The

EEOC alleged that Ceisel violated Title VII by fostering a hostile work environment based upon national origin constituting unlawful discrimination against its Hispanic employees. EEOC's suit sought relief for Charging Parties Domingo Ramirez, Cuauhtémoc Guerrero, and Francisco Algarin ("Charging Parties"), and a class of Hispanic employees who were adversely affected by such practices ("class members"). Domingo Ramirez and Cuauhtémoc Guerrero intervened individually in the EEOC's action, alleging that Ceisel fostered a hostile environment of national origin harassment against Hispanic workers and that Ceisel unlawfully retaliated against Ramirez for opposing the discrimination.

2. Domingo Ramirez, Cuauhtémoc Guerrero, and Juan Calderon (hereafter "Named Plaintiffs") filed a separate complaint, which was subsequently amended, alleging that Ceisel violated Section 1981, 42 U.S.C. §1981. ("§1981 case") In this action, Named Plaintiffs alleged that Ceisel unlawfully discriminated against them by fostering a hostile work environment based upon race and national origin and unlawfully retaliated against Ramirez for opposing the discrimination. The §1981 and Title VII case were consolidated before the Court for purposes of discovery and trial.

3. In the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, the parties have agreed that this action should be finally resolved by entry of this Consent Decree (hereafter "Decree").

4. This Decree fully and finally resolves any and all issues and claims arising out of the Complaint filed by the EEOC and the Amended Complaint filed by the Named Plaintiffs, individually and on behalf of the participating class members.

FINDINGS

5. Having carefully examined the terms and provisions of this Decree, and based on

the pleadings, record, and stipulations of the parties, the Court finds the following:

- a. This Court has jurisdiction of the subject matter of this action and of the parties.
- b. The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of the EEOC, Ceisel, the Named Plaintiffs, class members, and the public interest are adequately protected by this Decree.
- c. This Decree conforms to the Federal Rules of Civil Procedure and to Title VII, §1981, and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and §1981 and will be in the best interests of EEOC, Ceisel, the Named Plaintiffs, class members, and the public interest.

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

INJUNCTION AGAINST NATIONAL ORIGIN DISCRIMINATION

6. Ceisel and its officers, agents, management (including supervisory employees), successors and assigns, and all those in active concert or participation with them, or any of them, are hereby enjoined from discriminating against employees of Ceisel, or employees of any joint venture project in which Ceisel is involved, on the basis of their race or national origin.

INJUNCTION AGAINST RETALIATION

7. Ceisel, its officers, agents, employees, successors, assigns and all persons acting in concert with it shall not engage in any form of retaliation against any person because such person has opposed any practice made unlawful under the Title VII or Section 1981, filed a Charge of Discrimination under the Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under the Title VII or Section 1981, or asserted any rights under this Decree.

MONETARY RELIEF

8. Ceisel shall pay the Class Members the gross total sum of five hundred thousand dollars (\$500,000) as damages to be distributed in accordance with the terms of this Decree.

MONETARY RELIEF FOR NAMED PLAINTIFFS

9. For resolution of their claims, Ceisel shall provide Domingo Ramirez \$70,000, Cuahtemoc Guerrero \$80,000, and Juan Calderon \$70,000, with payments to be made on the following schedule:

Cuahtemoc Guerrero:

Initial Payment: \$27,200
Payment to be made by November 2, 2009: \$24,000
Payment to be made by May 3, 2010: \$28,800

Domingo Ramirez:

Initial Payment: \$23,800
Payment to be made by November 2, 2009: \$21,000
Payment to be made by May 3, 2010: \$25,200

Juan Calderon:

Initial Payment: \$23,800
Payment to be made by November 2, 2009: \$21,000
Payment to be made by May 3, 2010: \$25,200

For each Named Plaintiff, no later than ten (10) business days after the approval and entry of this Decree and receipt by Ceisel of a copy of the Release Agreement, attached as Exhibit A, executed by Named Plaintiff (in the form agreed by Ceisel and Named Plaintiffs' counsel), whichever is later, Ceisel shall issue and mail to Counsel for the Named Plaintiffs, by certified mail, a check for damages, in the amount specified above in this paragraph for the initial scheduled payment. Contemporaneously, Ceisel shall submit copies of all payment checks to the EEOC. Each payment shall be reported on IRS Form 1099, a copy of which shall be furnished to

the appropriate named Plaintiff. Ceisel shall make no deductions from the Payments.

MONETARY RELIEF FOR EEOC CLASS MEMBERS

10. Subject to the terms and conditions of this Decree, Ceisel shall make payments (“Payment(s)”) to the individuals for whom the EEOC has sought relief (“Class Members”) in the following amounts, by the following dates:

Francisco Algarin:

Initial Payment: \$18,700
Payment to be made by November 2, 2009: \$16,500
Payment to be made by May 3, 2010: \$19,800

Jose Alvarado:

Initial Payment: \$5,100
Payment to be made by November 2, 2009: \$4,500
Payment to be made by May 3, 2010: \$5,400

Alejandro Buenrostro:

Initial Payment: \$3,400
Payment to be made by November 2, 2009: \$3,000
Payment to be made by May 3, 2010: \$3,600

Isias Guerrero, Jr. :

Initial Payment: \$5,100
Payment to be made by November 2, 2009: \$4,500
Payment to be made by May 3, 2010: \$5,400

German Ortiz:

Initial Payment: \$5,100
Payment to be made by November 2, 2009: \$4,500
Payment to be made by May 3, 2010: \$5,400

Adrian Posada:

Initial Payment: \$5,100
Payment to be made by November 2, 2009: \$4,500
Payment to be made by May 3, 2010: \$5,400

Joey Torres:

Initial Payment: \$5,100

Payment to be made by November 2, 2009: \$4,500

Payment to be made by May 3, 2010: \$5,400

Each Payment shall be reported on IRS Form 1099, a copy of which shall be furnished to the appropriate Class Member. Ceisel shall make no deductions from the Payments.

11. For each Class Member named in Paragraph 10, no later than ten (10) business days after the approval and entry of this Decree and receipt by Ceisel of a copy of the Release Agreement executed by that Class Member (in the form set forth in Exhibit B to this Decree), whichever is later, Ceisel shall issue and mail to that Class Member, by certified mail, a check for damages, in the amounts specified in Paragraph 10 for the initial scheduled payment. Contemporaneously, Ceisel shall submit copies of all payment checks to the EEOC. The EEOC shall provide Ceisel with current mailing addresses for Class Members who are no longer employed by Ceisel.

ATTORNEYS' FEES AND COSTS

12. Ceisel agrees to pay Named Plaintiffs' counsel \$140,000 in attorney's fees and costs on the following schedule: initial payment: \$47,600; payment to be made by November 2, 2009: \$42,000; payment to be made by May 3, 2010: \$50,400.

PERSONAL GUARANTEE

13. Payment of all amounts to be paid or caused to be paid under this Consent Decree by Ceisel is personally guaranteed by Adalbert Ceisel, Jr. in his personal and individual capacity, in accordance with the Personal Guarantee of Payment attached to this Consent Decree as Exhibit D and incorporated herein by reference. The Federal District Court for the District of Northern District of Illinois, Eastern Division, to which the Lawsuit is assigned, retains

jurisdiction to enforce any liability, obligation or duty guaranteed by this Personal Guarantee without the necessity of joining Ceisel Masonry, Inc. or any other person or entity in such lawsuit.

ANTI-HARASSMENT AND ANTI-DISCRIMINATION POLICY

14. Ceisel shall affirm and maintain a policy against race and national origin discrimination and harassment for the duration of this Decree. Commencing no later than sixty (60) calendar days after the approval and entry of this Consent Decree, Ceisel shall distribute or otherwise make available a copy of said policy to each employee of Ceisel. The policy, at minimum, shall:

- (a) Specifically prohibit all discrimination and harassment against employees on the basis of race or national origin.
- (b) Inform employees that they may raise complaints with management members located on site, as well as with a designated contact person, and the company will investigate all complaints.
- (c) Inform employees that complaints of discrimination will be investigated thoroughly and promptly and shall provide that employees, including management employees who violate the policy, are subject to discipline up to and including discharge.
- (d) Require the designation of a person with responsibility for promptly investigating complaints of discrimination and harassment and for implementing the terms of this Consent Decree.
- (e) Affirmatively state that employees will not be subject to retaliation if they bring a good faith complaint or participate in an investigation. The policy will not suggest or state that only workers who make "rightful complaints" are protected from retaliation.

(f) Require that all supervisors and managers be evaluated, among other criteria, based upon their compliance with Ceisel's anti-harassment and anti-discrimination policies.

(g) Be available in both English and Spanish and posted in both English and Spanish at every jobsite.

(h) Require that foremen and other managers that observe harassing behavior or become aware of a harassment complaint have a duty to report such observations or complaints to upper management; and

(i) Be provided to all employees at least once a year.

15. Ceisel shall develop and maintain a policy regarding internal investigation of all complaints concerning alleged race or national origin harassment, retaliation and/or race or national origin discrimination. Ceisel's policy, at a minimum shall require that:

a) Ceisel make all reasonable efforts to fully investigate all complaints of harassment, retaliation, and/or discrimination within seven (7) days of the date the allegation is brought to the attention of the company

b) all interviews be conducted in person;

c) all material witnesses be interviewed;

d) the company photograph and preserve all evidence in a manner that will facilitate further forensic investigation;

(e) all complaining parties and witnesses will be assured that they will not be retaliated against;

f) Ceisel prepare written findings of the results of each investigation; and

g) the findings be communicated to the alleged victim of discrimination

RACE/NATIONAL ORIGIN HARASSMENT / DISCRIMINATION TRAINING

16. Within ninety (90) days following the approval and entry of this Decree, and again within ninety (90) days prior to the date twelve (12) months, twenty-four (24), and thirty-six (36) months following the entry of this Decree, all of Ceisel's employees shall participate in a training session or sessions by a trainer paid for by Ceisel and approved by the EEOC and counsel for the Named Plaintiffs (hereafter collectively referred to as "Named Plaintiffs' Counsel") regarding racial and national origin discrimination and the duty to protect employees from unwelcome harassment. Any new employee at these facilities shall receive such training at or prior to starting work with Ceisel. A registry of attendance shall be maintained.

17. Ceisel shall obtain the EEOC's and Named Plaintiffs' Counsel's approval of its proposed trainer prior to the commencement of the training session(s). Ceisel shall submit the name, address, telephone number, resume and training proposal of the proposed trainer to the EEOC and Named Plaintiffs' Counsel at least fifteen (15) business days prior to the proposed commencement date(s) of the training(s). The EEOC and Named Plaintiffs' Counsel shall have ten (10) business days from the date of receipt of the information described above to accept or reject the proposed trainer. In the event the EEOC and Named Plaintiffs' Counsel do not approve Ceisel's designated trainer, Ceisel shall have ten (10) business days to identify an alternate trainer. The EEOC and Named Plaintiffs' Counsel shall have ten (10) business days from the date of receipt of the information described above to accept or reject the alternate trainer. If the parties cannot through this process agree on a trainer, then they may seek the Court's assistance under Paragraph 31.

18. Ceisel shall certify to the EEOC and Named Plaintiffs' Counsel in writing within five (5) business days after the ninetieth (90th) day following the entry of this Decree and again after twelve (12) months, twenty-four (24), and thirty-six (36) months following the entry of this

Decree that group training has taken place and that the required personnel have attended. Such certification(s) shall include: (i) the date, location and duration of the training; and (ii) a copy of the registry of attendance, which shall include the name and position of each person in attendance. Prior to each anniversary date following the entry of this Consent Decree, Ceisel shall certify in writing to the EEOC and Named Plaintiffs' Counsel that the required training of all new employees has been provided prior to or at the time they started their employment.

19. Upon the EEOC's or Named Plaintiffs' Counsel's request, Ceisel agrees to provide it with copies of any and all pamphlets, brochures, outlines or other written material(s) provided to the participants of the training session(s).

SUPERVISOR ACCOUNTABILITY

20. Ceisel agrees that it shall impose discipline up to and including suspension, demotion and termination upon any foremen or manager, who: (i) engages in race or national origin harassment or discrimination; (ii) knowingly tolerates any such conduct in his or her presence or among persons under his or her supervision; (iii) fails to report allegations of race or national origin harassment or discrimination to the appropriate Ceisel personnel; or (iv) who retaliates against any person who complains or participates in any investigation or proceeding concerning any such conduct. Ceisel shall communicate this policy to all agents, supervisors and managers.

POSTING OF NOTICE

21. Within ten (10) business days after approval and entry of this Decree, Ceisel shall post same size copies of the Notice attached as Exhibit C to this Decree at all its facilities and job sites, including, but not limited to the tool box on the job site. The Notice shall remain posted for three (3) years from the date of entry of this Decree. Ceisel shall take all reasonable steps to

ensure that the posting is not altered, defaced or covered by any other material. Ceisel shall certify to the EEOC and Named Plaintiffs' Counsel in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted. Ceisel shall permit a representative of the EEOC to enter Ceisel's premises for purposes of verifying compliance with this Paragraph at any time during normal business hours.

RECORD KEEPING

22. During the period in which this Decree is effective, Ceisel shall maintain records of each complaint of race or national origin discrimination, race or national origin harassment, or retaliation. For each complaint or report of race or national origin discrimination, race or national origin harassment, or retaliation, the above-noted records shall include: (i) the name of the complaining or reporting person (including social security number, address, and telephone number); (ii) the date of the complaint or report; (iii) a written description of what was alleged in the complaint or report; (iv) the names of any witnesses; (v) a written description of the resolution or outcome of the complaint or report, including a description of what actions, if any, Ceisel took; and (vi) if the complaint or report was made in written form, a copy thereof.

23. Ceisel shall make all documents or records referred to in Paragraph 22 above, available for inspection and copying within ten (10) business days after the EEOC's or Named Plaintiffs' Counsel so requests at the EEOC's Chicago District Office, or at another mutually agreed upon location. In addition, Ceisel shall require personnel within its employ whom the EEOC or Plaintiffs' Counsel's requests for purposes of verifying compliance with this Decree to cooperate reasonably with the EEOC and Named Plaintiffs' Counsel and to be interviewed.

REPORTING

24. Ceisel shall furnish to the EEOC and Named Plaintiffs' Counsel the following

written reports semi-annually for a period of three (3) years following the approval and entry of this Consent Decree. The first report shall be due six (6) months after entry of the Consent Decree. The final report shall be due 35 months after entry of the Decree. Each such report shall contain (as applicable):

(a) A summary all complaints of race or national origin discrimination or retaliation received during the six (6) month period preceding the report, including the date the complaint was made, who made it, what was alleged, and what actions Ceisel took to resolve the matter.

(b) A certification by Ceisel that the Notice required to be posted in Paragraph 20, above, remained posted during the entire six (6) month period preceding the report.

MISCELLANEOUS PROVISIONS

25. This Consent Decree may be executed by the Parties in one or more counterparts each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

26. The terms of this Consent Decree shall be binding upon the present and future directors, officers, managers, agents, successors and assigns of Defendant. Defendant, and any successor(s) of Defendant, shall provide a copy of this Decree to any organization or person who proposes to acquire or merge with Defendant, or any successor of Defendant, prior to the effectiveness of any such acquisition or merger. Ceisel and Ceisel's owner(s) shall comply with all injunctive provisions of this decree and shall cause all joint venture projects in which Defendant (or any successor to Defendant or other entity created by Ceisel's owner(s) to engage in masonry contracting) participates to comply with all injunctive provisions of this Decree. Defendant agrees to notify and to provide a copy of this Decree to any organization(s) or person(s) with whom Defendant enters into a joint venture agreement prior to the execution of

that agreement. If any joint venture to which Defendant (or any successor to Defendant or other entity created by Ceisel's owner(s) to engage in masonry contracting) participates fails to comply with the injunctive provisions of this Decree, Defendant shall be held fully accountable. This paragraph shall not be deemed to limit any remedies available in the event of any finding by the Court regarding a violation of this Decree.

27. The service of any notices, reports, or certificates to be given to the parties under this Consent Decree will be deemed sufficient, and effective upon mailing, if sent by first-class mail to:

Counsel for Named Plaintiffs:
Laurie Wardell
Matthew J. Ginsburg
Chicago Lawyers Committee for Civil Rights Under Law
100 N. LaSalle St. Suite 600
Chicago IL 60602
(312) 630-9744

Counsel for the EEOC:
Richard J. Mrizek
Trial Attorney
U.S. Equal Employment
Opportunity Commission
500 W. Madison, Suite 2000
Chicago, Illinois 60661
312-886-9078

Counsel for Defendant
Julie A. Bruch
O'Halloran, Kosoff, Geitner, & Cook, P.C.
650 Dundee Road
Fourth Floor
Northbrook, Illinois 60062
847-291-0200

28. This Consent Decree constitutes the entire agreement between the parties hereto with respect to the matters herein, and it supersedes all negotiations, representations, comments,

contracts and writings prior to the date of this Consent Decree.

29. Whenever possible, each provision and term of this Consent Decree shall be interpreted in such a manner as to be valid and enforceable; provided, however, that in the event any provision or term of this Consent Decree should be determined to be or rendered invalid or unenforceable (by an Act of Congress or otherwise), all other provisions and terms of this Consent Decree and the application thereof to all persons and circumstances subject thereto shall remain unaffected to the extent permitted by law.

30. Ceisel, EEOC, and Counsel for the Named Plaintiffs may jointly agree to modify the Consent Decree with the approval of the Court.

DISPUTE RESOLUTION

31. If during the term of this Decree any party to this Decree believes that the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other parties 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 THE DECREE AND RETENTION OF JURISDICTION

32. All provisions of this Decree shall be in effect (and the Court will retain jurisdiction of this matter to enforce this Decree) for a period of three (3) years immediately following the approval and entry of the Decree, provided, however, that if, at the end of the three (3) year period, any disputes under Paragraph 30, above, remain unresolved, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter to

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enforce the Decree) until such time as all such disputes have been resolved.

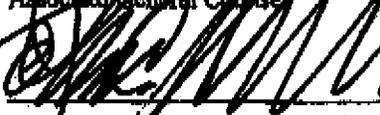
ENTERED AND APPROVED FOR:

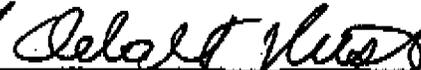
For the EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
1801 L Street, N.W.
Washington, D.C. 20507

For CEISEL MASONRY, INC.

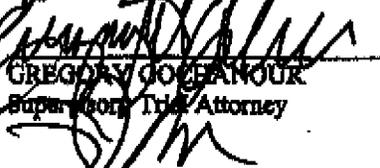

Adalbert Ceisel, Jr.
President

JAMES LEE
Deputy General Counsel
GWENDOLYN HOENIG REAMS
Associate General Counsel




Adalbert Ceisel, Jr.
(in his personal and individual capacity with
respect to Paragraph 13 and Exhibit C)

JOHN C. HENDRICKSON
Regional Attorney



GREGORY COLEMAN
Supervisor Trial Attorney

RICHARD J. MRIZEK
Trial Attorney

U.S. Equal Employment
Opportunity Commission
500 W. Madison, Suite 2000
Chicago, Illinois 60661
(312) 889-9078

For Domingo Ramirez, Cuauhtémoc Guerrero, and Juan Calderon

enforce the Decree) until such time as all such disputes have been resolved.

ENTERED AND APPROVED FOR:

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

For CEISEL MASONRY, INC.

Adalbert Ceisel, Jr.
President

JAMES LEE
Deputy General Counsel
GWENDOLYN YOUNG REAMS
Associate General Counsel

Adalbert Ceisel, Jr.
(in his personal and individual capacity with
respect to Paragraph 13 and Exhibit C)

JOHN C. HENDRICKSON
Regional Attorney

GREGORY GOCHANOUR
Supervisory Trial Attorney

RICHARD J. MRIZEK
Trial Attorney

U.S. Equal Employment
Opportunity Commission
500 W. Madison, Suite 2000
Chicago, Illinois 60661
(312) 889-9078

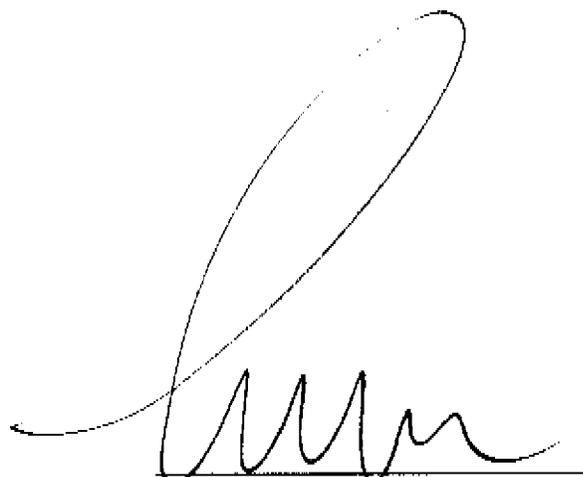
For Domingo Ramirez, Cuauhtémoc Guerrero, and Juan Calderon

Laurie Wardell

LAURIE WARDELL
MATTHEW J. GINSBURG
Chicago Lawyers Committee for Civil Rights
100 N. LaSalle St. Suite 600
Chicago IL 60602
(312) 630-9744

TODD L. MCLAWHORN
ABIGAIL L. PELUSO
Howrey LLP
321 North Clark St., Suite 3400
Chicago, IL 60610
Phone: 312-595-1138
Fax: 312-264-0363

5/22/09
Date



Judge Harry D. Leinenweber
United States District Court

EXHIBIT B

I, _____, for and in consideration of the sum of \$ _____ payable to me pursuant to the terms of the Consent Decree entered by the Court in EEOC v. Ceisel Masonry, No. 06 C 2075 (N.D. IL), I waive my right to recover for any claims of employment discrimination arising under Title VII of the Civil Rights Act of 1964 that I had against Ceisel Masonry, on or before the date of this release and that were included in the claims in the EEOC's complaint or which could have been asserted in EEOC v. Ceisel Masonry, No. 06 C 2075 (N.D. IL).

Date

Signature

EXHIBIT C
NOTICE TO CEISEL EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal court in the Northern District of Illinois in EEOC v. Ceisel Masonry, No. 06 C 2075 (N.D. IL), and Ramirez et al. v. Ceisel Masonry, No. 06 C 2084 (N.D. Ill.), resolving litigation filed by the Equal Employment Opportunity Commission ("EEOC") and by Ceisel employees against Ceisel.

In the suit, the EEOC and named Plaintiffs alleged that Ceisel discriminated against Hispanic-American employees on the basis of their race and national origin by subjecting them to a hostile work environment and one employee to wrongful termination for complaining of the discrimination.

To resolve the case, Ceisel, the EEOC, and the named Plaintiffs have entered into a Consent Decree which provides, among other things, that:

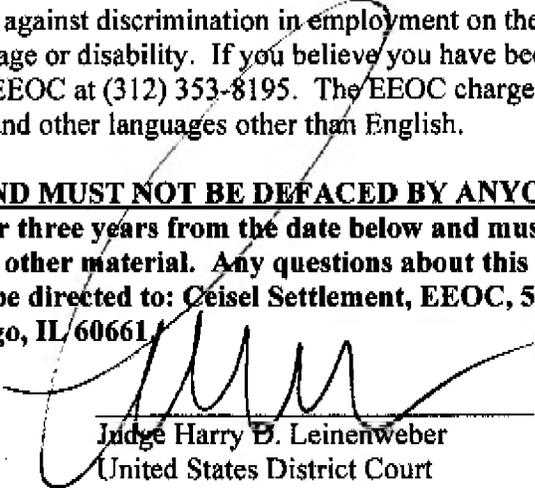
- 1) Ceisel will make monetary payments totaling \$500,000 to individuals who were subjected to unlawful discrimination on the basis of their race or national origin.
- 2) Ceisel will not discriminate against any employee on the basis of race or national origin.
- 3) Ceisel will not retaliate against any person because (s)he opposed any practice made unlawful by the Title VII, filed a charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree;
- 4) Ceisel will maintain and distribute to all employees a policy against race and national origin discrimination and will train all its employees regarding laws prohibiting discrimination and harassment based upon race or national origin; and
- 5) Ceisel will report all complaints of race and national origin discrimination to the EEOC.

The EEOC enforces the federal laws against discrimination in employment on the basis of race, color, religion, national origin, sex, age or disability. If you believe you have been discriminated against, you may contact the EEOC at (312) 353-8195. The EEOC charges no fees and has employees that speak Spanish and other languages other than English.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for three years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to: Ceisel Settlement, EEOC, 500 West Madison Street, Suite 2000, Chicago, IL 60661

5/22/09
Date



Judge Harry B. Leinenweber
United States District Court

AVISO A TODOS LOS EMPLEADOS DE CEISEL

Este Aviso se esta fijando conforme a un Decreto de Consentimiento aprobado en la corte federal en EEOC v. Ceisel Masonry, No. 06 C 2075 (N.D. IL), y Ramirez et al.v. Ceisel Masonry, No. 06 C 2084 (N.D. Ill.), No. 99 C 8270 (N.D. Ill.), resolviendo una demanda por la Comisión de Igualdad de Oportunidades en el Empleo ("EEOC") y empleados de Ceisel contra de Ceisel Masonry.

En su demanda, el EEOC y los empelados de Ceisel alegan que Ceisel discrimino contra a los empleados hispanos por razón de raza y origen nacional por fomentó y toleró un entorno de trabajo que era hostil y por terminación ilegal de un empleado que quedarse de discriminación.

Para resolver este caso, Ceisel y el EEOC han entrado en un Decreto de Consentimiento (acuerdo legal) el cual provee, entre otras cosas, que:

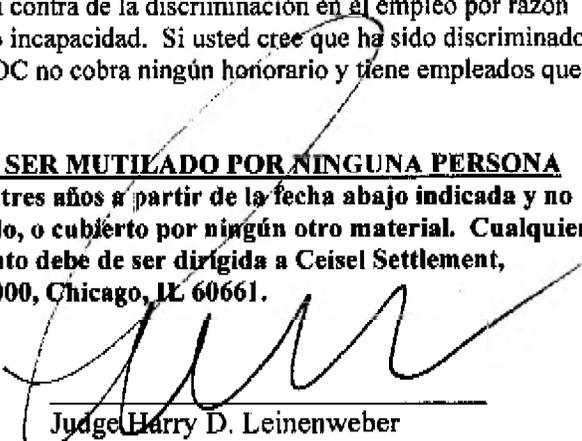
- 1) Ceisel pagará una compensación monetaria (\$500,000) a ciertos empleados que eran víctimas discriminación ilegal de raza o origen nacional;
- 2) Ceisel no fomentará o tolerará hostigamiento por raza o origen nacional o discriminar de otra manera en contra de ningún empleado por su raza o origen nacional;
- 3) Ceisel no tomará represalia en contra de ninguna persona por que esa persona se oponga a alguna práctica que sea ilegal bajo el Titulo VII, que halla radicado una querella de discriminación bajo el Titulo VII, participado en cualquier procedimiento bajo el Titulo VII, o haya afirmado sus derechos bajo el Decreto de Consentimiento;
- 4) Ceisel adoptará y distribuirá a todos los empleados una política que prohíbe discriminación por raza o origen nacional y entrenará a todos de sus empleados sobre las leyes que prohibida discriminación y hostigamiento por raza y origen nacional.
- 5) Ceisel comunicara todos quedas de discriminación de raza u origen nacional al EEOC.

El EEOC hace cumplir las leyes federales en contra de la discriminación en el empleo por razón de raza, color, religión, origen nacional, sexo, edad o incapacidad. Si usted cree que ha sido discriminado puede contactar al EEOC al (312) 353-8195. El EEOC no cobra ningún honorario y tiene empleados que hablan español y otros idiomas aparte de inglés.

ESTE ES UN AVISO OFICIAL Y NO DEBE DE SER MUTILADO POR NINGUNA PERSONA

Este aviso debe de permanecer fijado por tres años a partir de la fecha abajo indicada y no deberá de ser alterado, mutilado, removido, o cubierto por ningún otro material. Cualquier pregunta sobre este aviso o su cumplimiento debe de ser dirigida a Ceisel Settlement, EEOC, 500 West Madison Street, Suite 2000, Chicago, IL 60661.

5/22/09
Date



Judge Harry D. Leinenweber
United States District Court

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**EXHIBIT D
PERSONAL GUARANTEE**

The undersigned, Adalbert Cetsel, Jr. (the "Guarantor"), an individual and a controlling shareholder of Cetsel Masonry Corp., a corporation organized under the laws of the State of Illinois, in consideration of the settlement of the claims alleged by the Equal Employment Opportunity Commission of the United States (the "EEOC"), including deferred payment of the settlement amount over time, in the matter of EEOC v. Cetsel Masonry, No. 06 C 2075 (N.D. IL), and Ramirez et al. v. Cetsel Masonry, No. 06 C 2084 (N.D. IL), (the lawsuit) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does personally hereby unconditionally guarantee payment of \$300,000 in monetary relief, as detailed in Paragraphs 8-12 of the Consent Decree entered into as part of the Lawsuit, a copy of which is attached hereto and made a part hereof (the "Consent Decree").

It is recognized and agreed that this Personal Guarantee by Guarantor is a substantial part of the consideration for the signing of the Consent Decree by the EEOC and Named Plaintiffs and that the EEOC and Named Plaintiffs would not agree to any deferred payment under the Consent Decree without the agreement of Guarantor to execute this Personal Guarantee.

Guarantor also agrees that the EEOC is not first required to enforce against Cetsel Masonry, Inc., or any other person or entity any liability, obligation or duty guaranteed by this Personal Guarantee before seeking enforcement thereof against Guarantor; Guarantor acknowledges that this is a Guarantee of Payment and not a Guarantee of Collection.

The parties hereto acknowledge that the federal District Court for the District of Northern District of Illinois, Eastern Division, to which the Lawsuit is assigned retains jurisdiction to enforce any liability, obligation or duty guaranteed by this Personal Guarantee without the necessity of joining Cetsel Masonry, Inc. or any other person or entity in such lawsuit.

EXECUTED to be effective as of this 4 day of MAY, 2009.

GUARANTOR:

Adalbert Cetsel Personally

Name: ADALBERT J. CETSEL

ADDRESS: 330 MELVIN DR
NORTHBROOK ILL 60062

PHONE NUMBER: 847-272-6230

SOCIAL SECURITY NUMBER: 326-46-1714