

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF PENNSYLVANIA

EQUAL EMPLOYMENT OPPORTUNITY,	)	
Plaintiff	)	
	)	
	)	
	)	CIVIL ACTION NO. 06-0769
v.	)	
	)	CONTI, J.
GREG & DEB'S, INC., d/b/a NORTH PARK	)	
LOUNGE CLUBHOUSE, <i>et al.</i>	)	
Defendants	)	

CONSENT DECREE

INTRODUCTION

A. This action was instituted by the United States Equal Employment Opportunity Commission ("the EEOC") on June 12, 2006, against Defendant Greg & Deb's, Inc., *et al.*, to enforce provisions of Title VII of the Civil Rights of 1964, as amended, 42 U.S.C. § 2000e *et seq.* ("Title VII"). The EEOC alleged that Defendant, Greg & Deb's, Inc. subjected a former employee, Elyse Pehel, to a hostile work environment based on sex.

B. This Consent Decree is entered into by the EEOC and Greg & Deb's, Inc. This Consent Decree shall be final and binding between the EEOC and Greg & Deb's, Inc., its directors, officers, agents, employees.

C. The EEOC and Greg & Deb's, Inc. do hereby agree to the entry of this Consent Decree, which shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No.06-0769. This Consent Decree shall not constitute an adjudication of or finding on the merits of the case, cannot be used as evidence in any other lawsuit or claim, and shall not be construed as an admission by Greg & Deb's, Inc. of any violation of Title VII.

CONSENT DECREE

Upon consent of the parties to this action, it is hereby ORDERED, ADJUDGED, and DECREED that:

NON-DISCRIMINATION AND NON-RETALIATION

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. Greg & Deb's, Inc. shall not engage in any employment practice at the North Park Lounge Clubhouse in Gibsonia, Pennsylvania (referred to hereinafter as "NPLC") which constitutes unlawful discrimination under Title VII. Specifically, Greg & Deb's, Inc. shall not create, foster or tolerate a hostile work environment based on sex at the NPLC.
3. Greg & Deb's, Inc. shall not engage in any employment practices at the NPLC which retaliate in any manner against any person, including but not limited to Elyse Pehel, because of that person's opposition to any practice alleged or believed to be unlawful under Title VII, or because of the filing of a charge, the giving of testimony or assistance, or the participation in any manner in any investigation, hearing or proceeding under Title VII.
4. Greg & Deb's, Inc., through its managers or agents with authority to act on its behalf, shall not divulge, directly or indirectly, to any employer or potential employer of Elyse Pehel any of the facts or circumstances related to the charge of discrimination against Greg & Deb's, Inc. or any of the events relating to Elyse Pehel's participation in the litigation of this matter, except that Greg & Deb's, Inc. may disclose such information if compelled by subpoena or other court order directing such disclosure.
5. Greg & Deb's, Inc. shall comply fully with all provisions of Title VII. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of Greg

& Deb's, Inc. under Title VII or the EEOC's authority to process or litigate any charge of discrimination which may be filed against Greg & Deb's, Inc. in the future.

MONETARY RELIEF

6. Greg & Deb's, Inc. agrees to pay monetary relief to Ms. Pehel in the amount of One Hundred and Fifty Thousand Dollars and No Cents (\$150,000.00). The check will be made out to "Elyse Pehel and Mark Schwartz, Esq." No portion of this amount paid to Ms. Pehel shall be considered compensation for lost wages, and so no withholdings shall be made from those funds provided that such withholding is not required by a determination by the Internal Revenue Service. Defendant will issue an IRS Form 1099 to Ms. Pehel with respect to payments made. In order to receive the monetary relief, Ms. Pehel must execute a Release. Within fifteen (15) business days of receipt of the Release, Greg & Deb's, Inc. will mail the check for monetary relief to Ms. Pehel's attorney, Mark D. Schwartz, Esquire, P.O. Box 330, Bryn Mawr, Pennsylvania 19010-0330. Greg & Deb's, Inc. will mail a photocopy of the check to the EEOC, to the attention of M. Jean Clickner, Senior Trial Attorney, Equal Employment Opportunity Commission, 1001 Liberty Avenue, Suite 300, Pittsburgh, PA 15222, within five days of the date of mailing of the check to Ms. Pehel's attorney.

POSTING OF NOTICE

7. Within ten (10) business days after entry of this Decree, Greg & Deb's, Inc. shall post same-sized copies of the Notice attached as Exhibit 1 to this Decree on all bulletin boards usually used by Greg & Deb's, Inc. for communicating with employees at the NPLC and at any other restaurant in which the individual owner(s) of Greg & Deb's, Inc. have an ownership interest. The Notice shall remain posted for four (4) years from the date of entry of this Decree.

Counsel for Greg & Deb's, Inc. shall provide a copy of the Notice, and an indication of the date and location(s) of its posting, to the EEOC's Pittsburgh Office, attention M. Jean Clickner, Senior Trial Attorney, within ten (10) days of the posting. Greg & Deb's, Inc. shall permit a representative of the EEOC to enter its premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice. Greg & Deb's, Inc. shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Should the posted copies become defaced, removed, marred, or otherwise illegible, Greg & Deb's, Inc. agrees to immediately post a readable copy in the same manner as heretofore specified.

RECORD KEEPING

8. For a period of four (4) years following entry of this Decree, Greg & Deb's, Inc. shall maintain and make available for inspection and copying by the EEOC records of each complaint of any incident of sexual harassment of which it receives notice under its policy occurring at its NPLC location. Each such report shall indicate the date the complaint of sexual harassment was made, who made it, what was alleged, and what actions Greg & Deb's, Inc. took to resolve the matter. Greg & Deb's, Inc. shall also make records of all actions it takes to prevent sexual harassment at the NPLC during the duration of this Decree. By designating an incident or complaint as "an incident of sexual harassment" Greg & Deb's, Inc. does not admit that such incident or complaint constitutes unlawful conduct under Title VII.

9. Greg & Deb's, Inc. shall make all documents or records referred to in Paragraph 8, above, available for inspection and copying within ten (10) business days after the EEOC so requests. In addition, Greg & Deb's, Inc. shall make available for interview all persons within its

employ who the EEOC reasonably requests for purposes of verifying compliance with this Decree and shall permit a representative of the EEOC to enter its premises for such purposes on five (5) business days advance notice by the EEOC.

10. Nothing contained in this Decree shall be construed to limit any obligation Greg & Deb's, Inc. may otherwise have to maintain records under Title VII or any other law or regulation.

REPORTING

11. Greg & Deb's, Inc. shall furnish to the EEOC the following written semi-annual reports for a period of four (4) years following entry of this Decree. The first report shall be due six (6) months after entry of the Decree. The final report shall be due forty-eight (48) months after entry of the Decree. Each such report shall contain:

- (a) A summary of the information recorded by Greg & Deb's, Inc. pursuant to Paragraph 8, including the name of the complainant, the allegation of the complaint and the action taken by Greg & Deb's, Inc. in response to said complaint; and,
- (b) A certification by Greg & Deb's, Inc. that the Notice required to be posted in Paragraph 7, above, remained posted during the entire six (6) month period preceding the report.

TRAINING

12. During the term of this Decree, Greg & Deb's, Inc. shall provide training on the requirements of Title VII on the following terms:

- (a) Greg & Deb's, Inc. agrees to provide annual training to all of its employees at the NPLC by a trainer or vendor approved by the EEOC to provide training on an employee's rights and the employer's obligations under Title VII. This training will

emphasize what constitutes unlawful harassment in the workplace, how to keep the company free of any such form of discrimination, and what constitutes unlawful retaliation. In the event an employee is unable to attend the annual training, Greg & Deb's, Inc. will show the training required by this Consent Decree by way of videotape, DVD, CD rom, written materials or on-line training.

- (b) The training will be provided to all Greg & Deb's, Inc. employees, including temporary employees employed at the time of the training. In the event an employee is hired after the date of the required training session to be held in 2007, 2008, and 2009, Greg & Deb's, Inc. agrees that, as part of the new employee orientation, it will show the training required by this Consent Decree by way of videotape, DVD, CD rom, written materials or on-line training. Records of the new employee orientation will be maintained and will be made available to EEOC for inspection and copying at the EEOC's request. A registry of attendance shall be retained by Greg & Deb's, Inc. for the duration of the Consent Decree.
- (c) Greg & Deb's, Inc. shall first provide training in accordance with Paragraph 12(a) on or before June 1, 2007. Greg & Deb's, Inc. shall then also provide such training on at least one occasion in calendar year 2008, 2009 and 2010.

13. In addition to the training described in Paragraph 12, Greg & Deb's, Inc. shall provide training to all appropriate supervisory and management personnel at the Gibsonia location regarding conducting a prompt and effective investigation into allegations, complaints, or charges of employment discrimination.

- 14. Greg & Deb's, Inc. shall obtain the EEOC's approval of its proposed training vendor

prior to each year's training sessions. Greg & Deb's, Inc. shall submit the name, address, telephone number and resume of the proposed training vendor, together with the date(s) of the proposed training sessions to the EEOC within forty (40) calendar days prior to the first day of the proposed date(s) of training. The EEOC shall have ten (10) calendar days from the date of receipt of the information described above to accept or reject the proposed trainer(s) and approval of the proposed trainer will not be unreasonably denied. In the event, however, that the EEOC does not approve Greg & Deb's, Inc.'s designated trainer(s), Greg & Deb's, Inc. shall have ten (10) calendar days to identify an alternate trainer. The EEOC shall have ten (10) calendar days from the date of receipt of the information described above to accept or reject the alternate trainer. In the event the EEOC does not approve Greg & Deb's, Inc.'s alternate trainer, the EEOC shall designate the trainer to be retained and paid for by Greg & Deb's, Inc. Even though the EEOC has approved of or designated a trainer to provide training for one year, it is not required to approve of or designate the same trainer for future training sessions.

15. Greg & Deb's, Inc. agrees to provide the EEOC with any and all copies of pamphlets, brochures, outlines or other written materials provided to the participants of the training sessions.

16. Greg & Deb's, Inc. shall certify to the EEOC in writing within five (5) business days after the training sessions required by Paragraphs 12 and 13 above have occurred that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the dates, location and duration of the training session; (ii) a copy of the registry of attendance, which shall include the name and position of each person in attendance; and (iii) a listing of all current employees, including temporary employees, as of the date of the training.

DISPUTE RESOLUTION

17. In the event that either 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 party of the alleged non-compliance within ten (10) days of the alleged non-compliance and shall afford the alleged non-complying party thirty (30) 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 thirty (30) business days, the complaining party may apply to the Court for appropriate relief.

MISCELLANEOUS PROVISIONS

18. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.

19. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, or officers of Greg & Deb's, Inc. in their capacities as representatives, agents, directors and officers of Greg & Deb's, Inc., and not in their individual capacities. This paragraph shall not be construed as placing any limit on remedies available to the Court in the event that any party to this Decree is found to be in contempt for a violation of this Decree.

20. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 06-CV-0769 (W.D. PA).

21. This Consent Decree shall be filed in the United States District Court for the Western District of Pennsylvania and shall continue to be in effect for a period of four (4) years. Any application by any party to modify or vacate this Consent Decree during such period shall be made

by motion to the Court on no less than thirty (30) days notice to the other party.

22. The Court retains jurisdiction over this case in order to enforce the terms of the Consent Decree.

23. The Clerk of the District Court is hereby directed to send a file-stamped copy of this Consent Decree to counsel of record.

GREG & DEB'S, INC.

Deborah E. Maggio

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

**RONALD S. COOPER
GENERAL COUNSEL**

**JAMES L. LEE
DEPUTY GENERAL COUNSEL**

**GWENDOLYN YOUNG REAMS
ASSOCIATE GENERAL COUNSEL**

Jacqueline H. McNair
**JACQUELINE H. MCNAIR
REGIONAL ATTORNEY**

Judith O'Boyle
**JUDITH O'BOYLE
SUPERVISORY TRIAL ATTORNEY**

M. Jean Clickner
**M. JEAN CLICKNER
SENIOR TRIAL ATTORNEY
Pa. I.D. No. 42738
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
Pittsburgh Area Office
Liberty Center, Suite 300
1001 Liberty Avenue
Pittsburgh, PA 15222
(412) 644-6439
(412) 644-4935 (facsimile)
jean.clickner@eeoc.gov**

IT IS SO ORDERED:

BY THE COURT:

JOY FLOWERS CONTI
UNITED STATES DISTRICT JUDGE

DATE: _____

EXHIBIT 1

NOTICE TO ALL NORTH PARK LOUNGE CLUBHOUSE EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the federal court in *EEOC v. Greg & Deb's, Inc. d/b/a North Park Lounge Clubhouse, et al.*, Civil Action Number 06-CV-0769 (W.D. PA.), resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Greg & Deb's, Inc.

Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et seq.*, as amended, ("Title VII"), prohibits discrimination against employees and applicants for employment based upon race, color, sex, religion, or national origin. Title VII further prohibits retaliation against employees or applicants who avail themselves of the rights under Title VII by engaging in protected activities, such as filing a charge of discrimination and/or testifying or participating in a Commission investigation. The EEOC is the federal agency which investigates charges of unlawful employment discrimination. The EEOC has the authority to bring lawsuits in federal court to enforce Title VII.

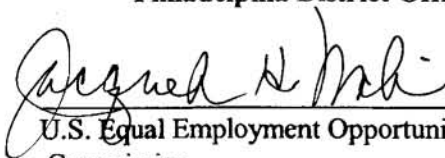
In its lawsuit, the EEOC alleged that Greg & Deb's, Inc. subjected a female employee to a hostile work environment based on sex in violation of Title VII. Greg & Deb's, Inc. denies these allegations.

To resolve the case, Greg & Deb's, Inc. and the EEOC have entered in to a Consent Decree which provided, among other things, that with respect to the North Park Lounge Clubhouse in Gibsonia, Pennsylvania: (1) Greg & Deb's, Inc. paid monetary relief; (2) Greg & Deb's, Inc. will not discriminate on the basis of sex in the future; (3) Greg & Deb's, Inc. will not retaliate against any person because he or she opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree; and, (4) Greg & Deb's, Inc. will train all employees regarding sexual harassment and Greg & Deb's, Inc.'s policy prohibiting sexual harassment.

If you believe you have been discriminated against, you may contact the EEOC at (800) 669-4000. The EEOC charges no fees and has employees who speak languages other than English.

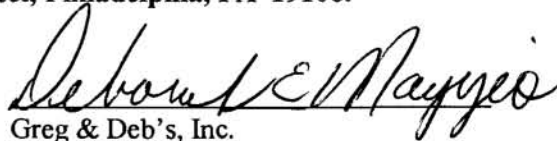
THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for four 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 the: Regional Attorney, EEOC Philadelphia District Office, 21 South 5th Street, Philadelphia, PA 19106.



U.S. Equal Employment Opportunity
Commission

DATED: 3/11/07



Greg & Deb's, Inc.

DATED: _____