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CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY S. [Signature]
DEPUTY CLERK

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CLERK, U.S. DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA
BY G.S. [Signature]
DEPUTY CLERK

6 Attorneys for Plaintiff EEOC

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11 Attorneys for Defendant
Wawona Property Management, Inc.

12
13 **UNITED STATES DISTRICT COURT**
14 **FOR THE EASTERN DISTRICT OF CALIFORNIA**
15

16 U.S. EQUAL EMPLOYMENT
17 OPPORTUNITY COMMISSION,

U.S. Equal Employment Opportunity Commission v. Wawona Property Management, Inc.

Case No. : 1-09-CV-01693 LJO-SKO

Doc. 23

PROPOSED CONSENT DECREE

18 Plaintiff,

19 v.

20 WAWONA PROPERTY
21 MANAGEMENT, INC. dba THE
22 REDWOODS IN YOSEMITE, and DOES
23 1-10, inclusive

24 Defendants.
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I.

INTRODUCTION

Plaintiff U.S. Equal Employment Opportunity Commission (the “EEOC”) and Defendant Wawona Property Management, Inc. dba The Redwoods in Yosemite (“Defendant”) hereby stipulate and agree to entry of this Consent Decree (the “Decree”) to fully and finally resolve Plaintiff EEOC’s complaint against in *U.S. Equal Employment Opportunity Commission v. Wawona Property Management, Inc. dba The Redwoods in Yosemite*, Case No.1:04-CV-016903 LJO-SKO (the “Action”).

On September 29, 2009, Plaintiff filed this Action in the United States District Court for the Eastern District of California, for violation of Title VII of the Civil Rights Act of 1964, as amended (Title VII). The Action alleged that Defendant discriminated against Charging Parties Carol Arce Reyes, Domingo Reyes, Edwin Ramirez, Virginia Arce, and Jorge Madrigal Arce, and a class of similarly-situated individuals because they are Hispanic/Latino by subjecting them to disparate treatment, harassment, a hostile work environment, and retaliation. The EEOC alleged that Defendant subjected Charging Party Pamela Cornell to retaliation. The Charging Parties and similarly situated individuals are referred to herein as “Claimants.”

II.

PURPOSES AND SCOPE OF THE CONSENT DECREE

A. The Decree is made and entered into by and between the EEOC and Defendant and shall be binding on and enforceable against Defendant, as well as their officers, directors, agents, successors and assigns. Collectively, the EEOC and Defendant are referred to herein as the “Parties.”

B. The Parties have entered into this Decree for the following purposes:

1. To provide appropriate monetary and injunctive relief;
2. To ensure employment practices are in compliance with federal law;
3. To ensure that Defendant’s work environment is free from retaliation;
4. To ensure appropriate training in employment discrimination law; and

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V.

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").

B. Except as otherwise provided herein, this Decree shall remain in effect for three (3) years after the Effective Date.

VI.

MODIFICATION AND SEVERABILITY

A. This Decree constitutes the complete understanding of the Parties with respect to the matters contained herein. No waiver, modification or amendment of any provision of this Decree will be effective unless made in writing and signed by an authorized representative of each of the Parties.

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

C. By mutual written agreement of the Parties signed by both parties, this Decree may be amended or modified in the interests of justice and fairness in order to effectuate the provisions herein.

VII.

COMPLIANCE AND DISPUTE RESOLUTION

A. The Parties expressly agree that if the EEOC has reason to believe that Defendant has failed to comply with any provision of this Decree during the term hereof, the EEOC may bring a motion to enforce the Decree. Prior to filing such a motion, the EEOC will notify Defendants and/or its/their legal counsel of record, in writing, of the nature of the dispute. This notice shall specify the particular provision(s) of this decree that the EEOC believes Defendant has breached. Absent a showing by either party that

1 the delay will cause irreparable harm, Defendant shall have thirty (30) days to attempt to
2 resolve or cure any non-monetary breach and shall have five (5) days to attempt to
3 resolve or cure any monetary breach.

4 B. The Parties agree to cooperate with each other and use their best efforts to
5 resolve any dispute referenced in the EEOC notice.

6 C. After thirty (30) days have passed with respect to any non-monetary breach,
7 or five (5) days have passes with respect to any monetary breach, if the Parties have
8 failed to reach a resolution (or failed to stipulate to extend the time further), the EEOC
9 may petition this Court to enforce all terms and conditions of this consent decree,
10 including the provisions breached by Defendant, seeking all available relief, including an
11 extension of the term of the Decree, the EEOC's costs and any attorneys' fees incurred in
12 securing compliance with the Decree, and/or any other relief the court deems appropriate

13 VIII.

14 MONETARY RELIEF

15 A. In settlement of this lawsuit, Defendant shall pay an aggregate sum of
16 \$165,000. The EEOC shall send to the Defendant written notification designating the
17 amount to be distributed to each Claimant represented by the EEOC. The EEOC shall
18 have the sole discretion to designate the monetary settlement amount for each Claimant
19 as deemed appropriate by the EEOC. Within ten (10) days of the Effective Date,
20 Defendant shall forward, via certified mail, a check to each Claimant in the amount
21 designated by the EEOC.

22 B. Defendant shall prepare and distribute with the settlement checks a Form
23 1099 to each of the Claimants. Defendants shall pay each Claimant the monetary
24 settlement amount as designated in the EEOC's settlement distribution notification. The
25 settlement amount shall be deemed as non-wage compensatory damages.

26 C. Within three (3) business days of the issuance of each settlement check,
27 Defendants shall submit a copy of the check, Form 1099 and any related correspondence
28

1 to Anna Y. Park, Regional Attorney, U.S. Equal Employment Opportunity Commission,
2 Los Angeles District Office, 255 East Temple Street, 4th Floor, Los Angeles, CA, 90012.

3 **IX.**

4 **INJUNCTIVE RELIEF FOR CLAIMANTS**

5 **A. Voluntary Resignation and Purging of Discipline**

6 For any Claimant who was terminated, Defendant will agree to report to any and
7 all third parties that: (1) the Claimant is no longer employed as a result of a voluntary
8 resignation; (2) the dates of employment, position held and final rate of pay; and (3) this
9 is the only information that Defendant reports as to all former employees.

10 **B. Positive Reference by Designated Employee and Reporting Regarding**
11 **References**

12 Within ten (10) days of the Effective Date, Defendants shall designate an
13 individual to provide positive references for each of the Claimants represented by the
14 EEOC in this Action ("Reference Designee"). The positive reference shall state the
15 Claimants dates of employment, last job held, final rate of pay, that the employee
16 voluntarily resigned his or her employment, and confirm that this is the only information
17 Defendant's policies permit the company to provide to third parties.

18 Any change of the person designated as the Reference Designee shall be requested
19 in writing to the EEOC within ten (10) days of any proposed change. Whenever the
20 Reference Designee receives a request for a reference regarding an EEOC Claimant, the
21 Reference Designee shall provide the Consultant with a written confirmation of the
22 actions taken and provide the first and last name, telephone number and company name
23 that the reference was given to.

24 **X.**

25 **GENERAL INJUNCTIVE RELIEF**

26 **A. Non-Discrimination**

27 Defendants, their officers, directors, agents, successors and assigns, all managerial
28 and non-managerial employees, and all those in active concert or participation with them,

1 or any of them, are hereby enjoined from discriminating against persons in hiring
2 decisions, termination decisions, performance evaluations, transfers, demotions,
3 promotions, and/or any and all terms and conditions of employment.

4 **B. Retaliation**

5 Defendants, their officers, directors, agents, successors and assigns, all managerial
6 and non-managerial employees, and all those in active concert or participation with them,
7 or any of them, are hereby enjoined from implementing or permitting any action, policy
8 or practice with the purpose or effect of retaliating against any current or former
9 employee or applicant, because he or she has in the past or during the term of this Decree:

- 10 1. Opposed any practice made unlawful under Title VII;
- 11 2. Filed a charge of discrimination alleging such practice;
- 12 3. Participated in any manner in an internal or external investigation or
13 proceeding relating to this case or any claim of a violation of Title VII;
- 14 4. Was identified as a possible witness or claimant in this Action, any
15 investigations, and/or proceedings relating to this case or any claim of a
16 violation of Title VII;
- 17 5. Asserted any right under this Decree; or
- 18 6. Sought and/or received any relief in accordance with this Decree.

19 **XI.**

20 **SPECIFIC INJUNCTIVE RELIEF**

21 **A. EEO Consultant**

22 Within thirty days (30) after the Effective Date, Defendant shall retain an outside
23 Equal Employment Opportunity Consultant (“Consultant”) with demonstrated experience
24 in the area of employment discrimination and retaliation, to implement and monitor
25 Defendant’s compliance with Title VII and the provisions of this Decree. The Consultant
26 shall be subject to the Commission’s approval, which shall not be unreasonably withheld.
27 If the Commission does not approve Defendant’s proposed Consultant, the Commission
28 shall provide Defendant with a list of at least three suggested candidates acceptable to the

1 Commission. Defendant shall bear all costs associated with the selection and retention of
2 the Consultant and the performance of his/her/its duties. The Consultant shall assist
3 Defendant in the following:

4 1. Developing procedures to handle complaints of discrimination,
5 harassment and retaliation;

6 2. Creating, applying and implementing policies and procedures and to
7 prevent discrimination, harassment and retaliation and to carry out its obligations under
8 this Decree;

9 3. Ensuring employees are provided equal employment opportunities
10 and/or protected against retaliation by reviewing all individual employment decisions;

11 4. Reviewing, implementing and/or developing procedures and
12 practices to ensure accurate document maintenance including, but not limited to
13 personnel files, payroll data, attendance records and other documents that may affect
14 employment decisions including but not limited to hiring, discipline, termination,
15 transfers, promotions, work assignments, and performance evaluations;

16 5. Review, implement and/or develop (if necessary) procedures and
17 practices to ensure the complete, accurate, and timely/contemporaneous documentation
18 of employment decisions including but not limited to documentation of the identity of
19 those participating in the decision making, the identity of the ultimate decision-maker, a
20 description of the ultimate decision made, and a description of the rationale for the
21 ultimate decision made;

22 6. Training managerial and staff/hourly employees on their rights and
23 responsibilities under Title VII and Defendant's internal policies and procedures against
24 discrimination, harassment, and retaliation, including but not limited to the
25 responsibilities to provide a workplace free of unlawful discrimination;

26 7. Ensuring the application of appropriate and consistent counseling,
27 training, and/or discipline to hold employees and managers accountable for failing to
28 take appropriate action against and/or for engaging in conduct prohibited by Title VII,

1 Defendants' internal policies and procedures against discrimination, harassment and
2 retaliation, and under this Decree;

3 8. Reviewing, implementing, and/or developing procedures and
4 practices pertaining to supervisor performance reviews and adopting a review category
5 regarding supervisors' compliance with Defendant's internal policies, procedures, and
6 practices against discrimination, harassment and retaliation;

7 9. Reviewing, implementing, and/or developing procedures and
8 practices for receiving, documenting, and responding to oral and written complaints of
9 discrimination, harassment, and retaliation;

10 10. Monitoring and assuring the proper investigation of all complaints of
11 discrimination, harassment, and retaliation;

12 11. Ensuring proper communicating with complainants regarding the
13 complaint procedure, status of the complaint/investigation, results of the investigation,
14 and any remedial action taken;

15 12. Ensuring that all reports required by this Decree are accurately
16 compiled and timely submitted; and

17 13. Further ensuring compliance with the terms of this Decree.

18 **B. Revision of Policies Concerning Discrimination and Harassment**

19 With the assistance of the Consultant, Defendant shall revise its policy on
20 discrimination and harassment, and provide a copy to the Commission within sixty (60)
21 days after the Effective Date. The revised policy shall include:

22 1. A clear explanation of prohibited conduct;

23 2. Assurance that employees who make complaints of
24 harassment/discrimination or provide information related to such complaints will be
25 protected against retaliation;

26 3. A clearly described complaint process that provides accessible and
27 confidential avenues of complaint with contact information including name (if
28 applicable), address, and telephone number of persons both internal (*i.e.* human

1 resources) and external to Defendant (*i.e.*, the EEO Consultant) to whom employees may
2 report discrimination and retaliation, including a written statement that the employee may
3 report the discriminatory behavior to designated persons outside their chain of
4 management;

5 4. Assurance that the employer will protect the confidentiality of
6 harassment/discrimination/retaliation complaints to the extent possible;

7 5. A complaint process that provides a prompt, thorough, and impartial
8 investigation;

9 6. A procedure for communicating with the complainant regarding the
10 status of the complaint/investigation, results of the investigation, and any remedial action
11 taken; and

12 7. Assurance that Defendant will take “immediate and appropriate
13 corrective action” within the meaning of the applicable Title VII case law, when it
14 determines that harassment/discrimination and/or retaliation has occurred.

15 This revised policy shall promptly be distributed in English and Spanish to all of
16 Defendant’s employees (including management/supervisory staff and hourly employees
17 and Defendant’s Board of Directors), and shall be included in any new relevant policy
18 or employee manuals distributed to employees by Defendant. Defendant shall collect
19 acknowledgments from each employee who receives the revised policy, in either
20 English or Spanish, as appropriate. The policy dissemination shall be completed
21 company-wide as well as: (1) at the time of hire of each new employee, (2) included in
22 the Employee Handbook, and (3) posted in a conspicuous location frequented by
23 Defendant’s employees. For each new managerial or non-managerial employee of
24 Defendants hired after the initial distribution of the Policy described above, Defendants
25 shall ensure that the new employee and/or manager receives the Policy within thirty (30)
26 days of employment. If Defendant implements any revised version(s) of the Policy
27 during the term of this Consent Decree, Defendant shall provide a copy to the EEOC at
28 least thirty (30) days prior to the distribution of the revisions.

1 **C. Performance Evaluation for EEO Compliance**

2 Within thirty (30) days from the Effective Date, Defendant shall develop,
3 incorporate, and/or implement into Defendant's performance evaluation system a
4 criteria for addressing EEO compliance by its supervisors and managers.

5 **D. Training**

6 Within ninety (90) days after the Effective Date or sixty (60) days after selection
7 and approval of the Consultant, whichever is later and then annually for each year of the
8 Decree term all of Defendant's Board of Directors, managers, supervisors, and non-
9 management employees shall be required to attend an intensive live training program of
10 at least two (2) hours for managerial employees and one (1) hour for non-management
11 employees. One training session for non-management employees shall be conducted in
12 Spanish (so long as there are employees at Defendant for whom are not sufficiently fluent
13 in English to understand the training), and one training session for non-management
14 employees shall be conducted in English. Each staff/hourly employee shall be required
15 to participate in one such training session, in the language (either English or Spanish) that
16 he/she best understands. Prior to scheduling English or Spanish language training,
17 Defendants shall distribute a form to be completed by each employee regarding the
18 employee's preference for English or Spanish language training.
19

20 1. All employees' training shall include coverage of the subjects of
21 discrimination, harassment and retaliation, and Defendant's revised policies and
22 procedures for reporting and handling complaints of discrimination, harassment and
23 retaliation.

24 2. The training of managerial employees shall additionally include training on
25 how to properly handle complaints of discrimination, harassment in a neutral manner,
26 how to take preventive and corrective measures against discrimination, harassment and/or
27 retaliation, and how to recognize and prevent discrimination, harassment and/or
28 retaliation.

1 3. Training for employees who are assigned to receive complaints of
2 harassment shall include training on how to conduct investigations.

3 4. For the remainder of the term of this Decree, all new employees, and all
4 employees recently promoted from a staff/hourly to a managerial position shall receive
5 the managerial or non-management employee training, as appropriate, within thirty (30)
6 days of hire or promotion.

7 5. All employees required to attend such training shall verify their attendance
8 in writing.

9 Within sixty five (65) days after the Effective Date or forty five (45) days after
10 selection and approval of the Consultant, whichever is later, Defendant shall submit to
11 the EEO Consultant a description of the training to be provided and an outline of the
12 curriculum developed for the trainees. The EEO Consultant shall inform the EEOC about
13 the date, time, and location of each training program pursuant to this Decree and
14 Defendant agrees that an EEOC representative may attend any such training program

15 **E. Record Keeping**

16 Within sixty (60) days of the Effective Date, Defendants shall establish record-
17 keeping procedures that provide for the tracking of employment decisions, including but
18 not limited to hiring, promotion, transfer, discipline, termination, performance
19 evaluations, complaints of harassment, discrimination and/or retaliation, and the
20 monitoring of such employment decisions and complaints.

21 Defendants shall establish systems whereby the following documentation is
22 created and maintained pursuant to the afore-mentioned record-keeping procedures:

23 1. All documents generated in connection with any decision to hire,
24 involuntarily terminate, transfer, demote or promote any employee including, but not
25 limited to documentation of the identity of those participating in the decision making,
26 the identity of the ultimate decision-maker, a description of the ultimate decision made,
27 and a description of the rationale for the ultimate decision made;
28

1 2. All documents generated in connection with any complaint discrimination,
2 the investigation into such complaint and the resolution of the complaint, including the
3 identities of the parties involved;

4 3. All documents contained in the official personnel file for that employee;

5 4. All forms acknowledging any employee or manager's receipt of the Policy
6 as required under this Decree shall be maintained in the employee's official personnel
7 file;

8 5. All documents verifying the occurrence of all training sessions, each of the
9 the English or Spanish training preference forms identified in §XI(D), and names and
10 positions of all attendees for each session as required under this Decree shall be
11 maintained in the employee's official personnel file or tracked in a separate electronic
12 database that is accurately maintained; and

13 6. All documents pertaining to the Compliance Officer audits, including but
14 not limited to interview notes, and/or statements, analysis, and all supporting
15 documents.

16 7. Any of the above documents pertaining to the above record-keeping
17 requirements shall be provided to the EEOC within ten (10) days of a written request
18 from the EEOC.

19 **F. Posting**

20 Within ten (10) business days of the Effective Date and throughout the term of
21 the Decree, Defendants shall post a notice of the terms of this Decree, in the form
22 attached hereto as Exhibit A, at each of Defendants' facilities in a location where
23 employees clock in/out or frequent for lunch or breaks.

1 **G. Reporting**

2 **1. Initial Report**

3 Within ninety (90) days of the Effective Date, the Consultant shall provide a
4 report confirming that:

5 a. Defendant has revised and redistributed their anti-discrimination policies
6 and procedures;

7 b. Defendant has implemented a performance evaluation for supervisors and
8 managers that measures EEO compliance;

9 c. Defendant has completed or will complete all training required to be
10 completed;

11 d. Defendant have converted the terminations of the Claimants described in
12 §IX to voluntary terminations of employment;

13 e. Defendant has established and complied with the record keeping procedure
14 described in *supra* §XI(E); and

15 f. Defendant has posted the notice described in *supra* §XI(F).

16 The initial report shall also contain a description of:

17 a. any potential violations of Title VII and/or Defendant's internal policies,
18 procedures, and practices against discrimination, harassment, and/or retaliation and any
19 remedial action taken, including the names of the individuals alleging discrimination,
20 harassment, and/or retaliation, the nature of allegation, the names of the alleged
21 perpetrators of discrimination, the dates of the alleged discrimination, a brief summary
22 of how each complaint was resolved, the identity of the person who investigated and/or
23 resolved each complaint, and an analysis of the investigation of complaints, including
24 the monitoring done for multiple complaints made against the same person. (If no
25 results have been reached as of the time of the report, the result shall be included in the
26 next report.); and

1 b. a summary of the results of the Consultant's review of Defendant's
2 employment decisions as set forth in §XI(A)(5) and a description of any corrective
3 action taken where identified as necessary.

4 **2. Annual Report**

5 For the duration of the Decree, the Consultant shall provide to the EEOC an
6 Annual Report containing:

7 a. A statement that all training sessions required under this Decree took place;

8 b. A statement that the Consultant has reviewed all discrimination,
9 harassment, and/or retaliation complaints and responses thereto described below;

10 c. A summary of all complaints of discrimination, harassment, and/or
11 retaliation against Defendant and a description of Defendants' response thereto
12 including the names of the individuals alleging discrimination, harassment, and/or
13 retaliation, the nature of the discrimination alleged discrimination, harassment and/or
14 retaliation, the names of the alleged perpetrators of discrimination, the dates of the
15 alleged discrimination, a brief summary of how each complaint was resolved, the
16 identity of person who investigated and/or resolved each complaint, and an analysis of
17 the investigation of complaints, including the monitoring done for multiple complaints
18 made against the same person. (If no results have been reached as of the time of the
19 report, the result shall be included in the next report.);

20 d. A summary of:

21 i) the status of document maintenance procedures regarding personnel
22 files, payroll data, attendance records and other documents that may affect employment
23 decisions such as hiring, involuntary termination, transfers, and promotions;

24 ii) any changes to procedures and practices for receiving, documenting,
25 and responding to oral and written complaints of discrimination, harassment, and/or
26 retaliation;

27 iii) any changes to the system of tracking complaints of discrimination,
28 harassment, and/or retaliation; and

1 Attorney, U.S. Equal Employment Opportunity Commission, 255 East Temple Street,
2 4th Floor, Los Angeles, CA, 90012. For Wawona Property Management, Inc.: Russell
3 K. Ryan, Motschieder, Michaelides & Wishon, LLP, 1690 West Shaw Ave., Suite 200,
4 Fresno, CA 93711.

5 D. The Parties agree to entry of this Decree and judgment subject to final
6 approval by the Court.

7 All parties, through the undersigned, respectfully apply for entry of this Consent
8 Decree Order.

9
10 Respectfully submitted,

11 U.S. EQUAL EMPLOYMENT OPPORTUNITY
12 COMMISSION

13 Dated: 10/30, 2010

14 By: 
15 Anna Y. Park, Regional Attorney
16 Attorneys for Plaintiff EEOC

17 Wawona Property Management, Inc.

18 Dated: _____, 2010

19 By: _____
20 Rick Stephens
21 Chairperson of the Board of Directors of
22 Defendant Wawona Property Management, Inc.

23 MOTSCHIEDLER, MICHAELIDES &
24 WISHON, LLP

25 Dated: _____, 2010

26 By: _____
27 Russell K. Ryan
28 Attorneys for Defendant
Wawona Property Management, Inc.

1 Attorney, U.S. Equal Employment Opportunity Commission, 255 East Temple Street,
2 4th Floor, Los Angeles, CA, 90012. For Wawona Property Management, Inc.: Russell
3 K. Ryan, Motschieder, Michaelides & Wishon, LLP, 1690 West Shaw Ave., Suite 200,
4 Fresno, CA 93711.

5 D. The Parties agree to entry of this Decree and judgment subject to final
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7 All parties, through the undersigned, respectfully apply for entry of this Consent
8 Decree Order.

9
10 Respectfully submitted,

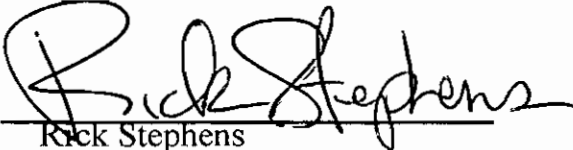
11 U.S. EQUAL EMPLOYMENT OPPORTUNITY
12 COMMISSION

13 Dated: September __, 2010

14 By: _____
15 Anna Y. Park, Regional Attorney
16 Attorneys for Plaintiff EEOC

17 Wawona Property Management, Inc.

18 Dated: September __, 2010

19 By: 
20 Rick Stephens
21 Chairperson of the Board of Directors of
22 Defendant Wawona Property Management, Inc.

23 MOTSCHIEDLER, MICHAELIDES &
24 WISHON, LLP

25 Dated: September __, 2010

26 By: _____
27 Russell K. Ryan
28 Attorneys for Defendant
Wawona Property Management, Inc.

1 Attorney, U.S. Equal Employment Opportunity Commission, 255 East Temple Street,
2 4th Floor, Los Angeles, CA, 90012. For Wawona Property Management, Inc.: Russell
3 K. Ryan, Motschiedler, Michaelides & Wishon, LLP, 1690 West Shaw Ave., Suite 200,
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10 Respectfully submitted,

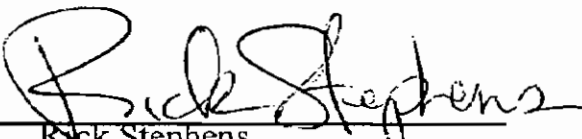
11 U.S. EQUAL EMPLOYMENT OPPORTUNITY
12 COMMISSION

13 Dated: September __, 2010

14 By: _____
15 Anna Y. Park, Regional Attorney
16 Attorneys for Plaintiff EEOC

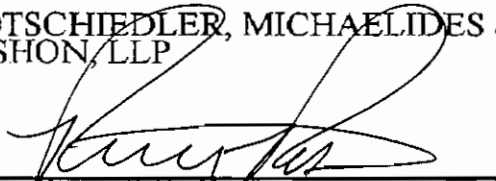
17 Wawona Property Management, Inc.

18 Dated: September 30, 2010

19 By: 
20 Rick Stephens
21 Chairperson of the Board of Directors of
22 Defendant Wawona Property Management, Inc.

23 MOTSCHIEDLER, MICHAELIDES &
24 WISHON, LLP

25 Dated: September 30 2010

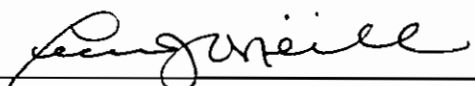
26 By: 
27 Russell K. Ryan
28 Attorneys for Defendant
Wawona Property Management, Inc.

~~PROPOSED~~ ORDER

The provisions of the foregoing Consent Decree are hereby approved and compliance with all provisions thereof is HEREBY ORDERED. The Court shall retain jurisdiction over the above-entitled action for the duration of this Consent Decree.

IT IS SO ORDERED.

Date: Nov 2, 2010



The Honorable Lawrence J. O'Neill
United States District Court Judge

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EXHIBIT "A"

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