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12 **IN THE SUPERIOR COURT OF THE STATE OF ARIZONA**  
13 **IN AND FOR THE COUNTY OF PIMA**

14 THE STATE OF ARIZONA *ex rel.* TERRY  
15 GODDARD, the Attorney General; and THE  
16 CIVIL RIGHTS DIVISION OF THE  
17 ARIZONA DEPARTMENT OF LAW,

No. C20086783

18 Plaintiff,

**CONSENT DECREE**

19 vs.

(Hon. Stephen Villareal)

20 FRED'S ARENA BAR & STEAK HOUSE, a  
21 general partnership; FRED and CAROLYN  
22 LONGFELLOW, as partners in the general  
23 partnership and a married couple,

24 Defendants.

25 On September 26, 2008, Plaintiff, the State of Arizona, through Attorney  
26 General Terry Goddard and the Civil Rights Division (collectively "the State"), filed a  
27 complaint in the Superior Court of Arizona alleging employment discrimination in  
28 violation of the Arizona Civil Rights Act, A.R.S. § 41-1461 et seq., seeking damages  
and injunctive relief against Defendants Fred's Arena Bar & Steak House and Fred and

1 Carolyn Longfellow. The State's Complaint alleged that Defendants discriminated  
2 against the aggrieved party, Catherine MacPherson Sinclair, because of her sex. The  
3 Plaintiff expressly acknowledges that Defendant was an employer with fewer than  
4 fifteen (15) employees during the time period covering the incident which was the  
5 subject of Plaintiff's Complaint.

6 The Plaintiff and Defendants expressly acknowledge that this Decree is the  
7 compromise of disputed claims and that there was no adjudication of any claim.  
8 Defendants agree to be bound by this Decree and not to contest that it was validly  
9 entered into in any subsequent proceeding to implement or enforce its terms. The  
10 parties therefore have consented to the entry of this Decree, waiving trial, findings of  
11 fact, and conclusions of law.

12 It appearing to the Court that entry of this Consent Decree will further the  
13 objectives of the Arizona Civil Rights Act, and that this Consent Decree fully protects  
14 the parties and the public, with respect to the matters within the scope of this Consent  
15 Decree,

16 NOW, THEREFORE, IT IS HEREBY ORDERED, ADJUDGED AND DECREED as  
17 follows:

### 18 **JURISDICTION**

19 1. This Court has jurisdiction over the subject matter of this action and over the  
20 parties hereto, and venue in the Superior Court of the State of Arizona, Pima County is  
21 proper. The allegations of the Complaint, if proved, are sufficient to state a claim upon  
22 which relief could be granted against Defendant under the Arizona Civil Rights Act.

### 23 **RESOLUTION OF THE COMPLAINT**

24 2. This Consent Decree resolves all issues and claims set forth in the State's  
25 Complaint filed in this case. This Consent Decree also resolves issues and claims  
26 relating to acts and practices to which this Consent Decree is directed. With respect to  
27 such matters, compliance with this Consent Decree shall be deemed to be compliance  
28

1 with those portions of the Arizona Civil Rights Act that prohibit sex discrimination in  
2 employment.

3 **NO RETALIATION**

4 3. Defendant shall not retaliate against any person in any way for that person's  
5 opposition to a practice made unlawful by the Arizona Civil Rights Act, or for their  
6 participation in the State's proceedings or litigation, and will make any future  
7 employment decisions concerning parties and witnesses on a nondiscriminatory basis.

8 **ANTI-DISCRIMINATION POLICIES**

9 4. Defendant agrees to comply fully with the provision of the Arizona Civil Rights  
10 Act that prohibits sexual harassment (A.R.S. § 14-1463(B)(1)) and that all Defendant's  
11 employment practices, including Defendant's hiring processes and the terms,  
12 conditions and privileges of employment by Defendant shall be conducted and  
13 maintained in a manner which does not discriminate on the basis of sex.

14 5. Within 60 days of the effective date of this Consent Decree, Defendant will  
15 confirm to the Division that it has that it has a written policy prohibiting (a) sexual  
16 harassment by employees or owners against other employees and (b) retaliation against  
17 any employee or applicant engaging in protected activity under the Arizona Civil  
18 Rights Act. "Protected activity" includes opposing any practice that is unlawful under  
19 these laws, as well as making a charge, testifying, assisting or participating in the  
20 administrative process of the Arizona Attorney General's Civil Rights Division.

21 At a minimum, this policy will contain 1) a commitment to these anti-  
22 discrimination and anti-retaliation provisions, 2) a process by which a person can  
23 internally complain of alleged discrimination and/or retaliation that does not require  
24 any complaint to be made in writing, and does not require the employee or candidate to  
25 report the alleged discrimination and/or retaliation to the person alleged to have  
26 discriminated and/or retaliated against the person, 3) the job title(s) of Defendant's  
27 employee(s) responsible for accepting complaints of discrimination and/or retaliation;

1 and 4) a statement that unlawful discrimination and/or retaliation violates state civil  
2 rights laws.

3 Defendant agrees to provide a copy to Cathleen M. Dooley, Assistant  
4 Attorney General ("AAG Dooley"), Arizona Attorney General's Office, 400 W.  
5 Congress, South Building, Ste. S-215, Tucson AZ 85701, or her successors, for the  
6 Division's review.

7 **TRAINING**

8 6. Within 90 days of the effective date of this Consent Decree, all of Defendant's  
9 employees shall receive training on sexual harassment by a qualified trainer. For  
10 purposes of this Consent Decree, a qualified trainer is a person or agency which is  
11 knowledgeable about the legal requirements under state employment laws. The  
12 training shall consist of at least two hours of instruction. If there are costs associated  
13 with such training, Defendant shall pay for those costs. Within ten days of the  
14 completion of this training, Defendant agrees to provide written notice to AAG Dooley  
15 that it has complied with the terms of this paragraph.

16 **MONETARY RELIEF FOR THE AGGRIEVED PARTY**

17 7. Within 10 days of the effective date of this Consent Decree, Defendants shall  
18 pay the sum of twenty-five hundred dollars (\$2500). Such payment shall be made in  
19 the form of a cashier's check made payable to Beth Lang, Chapter 7 Trustee, Case No.  
20 08-10036 and transmitted to the AAG Dooley, who will forward it to the aggrieved  
21 party.

22 **MONITORING FEES FOR THE STATE**

23 8. Within 10 days of the effective date of this Consent Decree, Defendants shall  
24 pay to the State the sum of fifteen hundred dollars (\$1500) to monitor compliance with  
25 the provisions of this Decree and to enforce civil rights in Arizona. Such payment  
26 shall be made in the form of a check made payable to: "The Arizona Attorney  
27 General's Office."  
28

1 **POSTER**

2 9. Defendants shall keep posted at all times in a conspicuous, well-lighted place, at  
3 Fred's Arena Bar & Steak House, a poster that states, in English and Spanish, that  
4 discrimination in employment based on sex is prohibited.

5 **RELEASE**

6 10. Subject to Defendant complying with the terms of this Consent Decree, the  
7 State releases all claims against Defendant that were or could have been alleged in its  
8 lawsuit.

9 **CONTINUING JURISDICTION OF THE COURT**

10 11. The Court shall retain jurisdiction over both the subject matter of this Consent  
11 Decree and the parties for a period of one year from entry of the Consent Decree to  
12 effectuate and enforce this Consent Decree. Unless the State notifies the Court that  
13 Defendant has breached this Consent Decree, which shall toll the Court's continuing  
14 jurisdiction, this Consent Decree shall expire by its own terms one year from that date  
15 of entry by the Court without further action of the parties. The State may petition this  
16 Court for compliance with this Consent Decree at any time during the period that this  
17 Court maintains jurisdiction over this action. Should the Court determine that  
18 Defendant has not complied with this Consent Decree, appropriate relief, including  
19 extension of the Consent Decree for such period as may be necessary to remedy its  
20 non-compliance, may be ordered.

21 **MISCELLANEOUS PROVISIONS**

22 12. This Consent Decree shall be governed in all respects whether as to validity,  
23 construction, capacity, performance or otherwise by the laws of the State of Arizona.

24 13. This Consent Decree shall be binding on Defendant, its agents, employees,  
25 successors, assigns and all persons in active concert or participation with Defendant.

26 14. The entry of this Consent Decree shall not in any way be construed as an  
27 admission of liability or fault by Defendant.

1 15. The parties agree to the entry of this Consent Decree upon final approval by the  
2 Court. The effective date of the Consent Decree shall be the date that it is entered by  
3 the Court.

4 ENTERED AND ORDERED this 2<sup>nd</sup> day of December, 2009.

6 **STEPHEN C. VILLARREAL**

7  
8 Honorable Stephen Villareal  
9 Judge, Pima County Superior Court

10 TUC #536454