

**BEFORE THE NEVADA EQUAL RIGHTS COMMISSION**

KARA M. JENKINS, Administrator,  
NEVADA EQUAL RIGHTS COMMISSION,  
STATE OF NEVADA,

Petitioner

vs.

RED ROCK COUNTRY CLUB,

Respondent

CHARGE NO. 1206-16-0659L  
1031-17-0511L

**SETTLEMENT AGREEMENT AND ORDER**

WHEREAS, as more fully addressed below, the Administrator of the NEVADA EQUAL RIGHTS COMMISSION ("NERC"), and RESPONDENT Red Rock Country Club ("RRCC" or "Respondent"), (collectively referred to as "the Parties"), hereby enter into this Stipulation for Settlement of Disciplinary Actions as follows:

**JURISDICTION**

1. The Nevada Equal Rights Commission has jurisdiction over Respondent pursuant to Nevada Revised Statutes (NRS) Chapter 233, NRS 613.330(1) and NRS 613.405 and Title VII of the Civil Rights Act of 1964, as amended.

**FACTUAL ALLEGATIONS AND VIOLATIONS**

2. Respondent, at all times and relevant and hereto, is a membership country club that provides sports and social activities. Respondent employed 15 or more persons at the time of the allegations.
3. Respondent employed<sup>1</sup> tennis instructor, Carmel-Mary Hill, Caucasian female, from about May 24, 2015 until September 30, 2016 when Respondent terminated her employment.

<sup>1</sup> Respondent alleged that Ms. Hill was an independent contractor, however, when applying the "agency test" here, Ms. Hill's earning records, hours and details of work indicate that she was an employee. See *N.L.R.B. v. Friendly Cab Co., Inc.*, 512 F.3d 1090, 1096-97 (9<sup>th</sup> Cir. 2008).

- 1           4.     Upon hiring Ms. Hill, Respondent informed her the daycare services, Tot Shop,  
2           was for members use only.
- 3           5.     Ms. Hill's children, ages five and three, are bi-racial, Caucasian and African-  
4           American.
- 5           6.     Ms. Hill and other members alleged to have observed another tennis instructor,  
6           Caucasian male, use the daycare services, Tot Shop, for his two children,  
7           Caucasian.
- 8           7.     Respondent held the annual Red Rock Professional Open ("Tournament")  
9           beginning September 25, 2016, wherein Respondent permitted tennis instructors  
10          to bring their children to this Tournament.
- 11          8.     Ms. Hill brought her children to this Tournament.
- 12          9.     At the Tournament, a wealthy and longtime Caucasian member of RRCC was  
13          allegedly overheard stating in reference to Ms. Hill's children: "Whose black kids  
14          are these?" and subsequently, this wealthy and longtime member complained to  
15          Respondent's management. <sup>1</sup>
- 16          10.    On or about September 29, 2016, Director of Tennis, Michael Copenhaver,  
17          allegedly informed another tennis instructor, Caucasian male, not to bring his  
18          children to the daycare services, Tot Shop, the next day as Ms. Hill was going to  
19          be fired.
- 20          11.    On or about September 30, 2016, Mr. Copenhaver allegedly informed Ms. Hill  
21          that General Manager, Thom Blinkinsop, observed her children behaving  
22          unruly and Ms. Hill violating company policy. Mr. Copenhaver terminated Ms.  
23          Hill allegedly for violation of a company policy, including unauthorized use of a  
24          sponsored vehicle.
- 25          12.    On October 4, 2016, Ms. Hill timely filed a race discrimination complaint with  
26          NERC.
- 27          13.    Subsequent to the NERC complaint, Mr. Blinkinsop banned Ms. Hill from  
28          Respondent's property citing "company policy." Ms. Hill was unable to  
29          coach/observe her tennis students at any tournaments held at RRCC.

<sup>1</sup> The exact timing of the complaint is unclear.

- 1 14. Confidential witness statements to NERC indicate that a member of RRCC  
2 made derogatory racial statements regarding Ms. Hill's children and that this  
3 member informed Respondent's management that she did not want Ms. Hill  
4 and/or her children at RRCC.
- 5 15. Confidential witness statements to NERC further indicate that Mr. Blinkinsop  
6 was on notice regarding the member's comments and failed to act regarding the  
7 race based discrimination. *See Folkerson v. Circus Circus Enters., Inc.*, 107  
8 F.3d 754, 756 (9<sup>th</sup> Cir. 1997).
- 9 16. On or about March 18, 2019, NERC issued a Probable Cause finding supporting  
10 the charge of racial discrimination against Respondent.
- 11 17. On or about March 18, 2019, NERC issued a Probable Cause finding supporting  
12 the charge of retaliation against Respondent.
- 13 18. Pursuant to NRS 233.170(2), on or about April 2, 2019, the Administrator of  
14 NERC attempted conciliation; conciliation failed.
- 15 19. Pursuant to NRS 233.170(3), on or about July 23, 2019, NERC noticed  
16 Respondent of a Public Hearing to take place in front of the Commissioners of  
17 the Nevada Equal Rights Commission ("Commission").
- 18 20. Respondent acknowledges that information has been received by NERC or its  
19 agent, which constitutes sufficient grounds for the initiation of a Public Hearing.
- 20 21. Respondent admits that the conduct set forth above may constitute a violation of  
21 Title VII of Civil Rights Act of 1964, as amended, and Nevada State Law,  
22 including NRS 613.330(1), NRS 233.010, and NRS 613.340.
- 23 22. Respondent believes that some of the factual allegations contained herein are  
24 inaccurate and/or incomplete statements. However, this settlement was reached  
25 as a result of a compromise among the Parties of disputed claims. This  
26 settlement is not an admission of liability and/or responsibility for the alleged  
27 claims of the part of the Respondent.
- 28

**PUBLIC RECORD**

23. Respondent acknowledges that if accepted by the Commission, this settlement agreement becomes a matter of public record.

**VOLUNTARY WAIVER OF RIGHTS**

24. Respondent may at all times obtain the advice from competent counsel of choice. No coercion has been exerted upon Respondent, nor have any promises been made other than those reflected in this agreement. Respondent freely and voluntarily entered into this agreement, motivated only by a desire to resolve the issues addressed herein. Respondent has executed this settlement only after a careful reading of it and a full understanding of all its terms.

25. Respondent is fully aware of any and all rights to contest the charges pending. These rights include: representation by an attorney at its own expense, the right to a public hearing on any charges or allegations filed, the right to confront and cross-examine witnesses called to testify against, the right to present evidence on its own behalf, the right to compulsory process to secure the attendance of such witnesses, the right to testify on its own behalf, the right to receive written findings of fact and conclusions of law supporting the decision of the merits of the complaint and the right to obtain judicial review of the Commission's decision.

26. Respondent in exchange for the Commission's acceptance of this settlement agreement is voluntarily waiving all of these rights.

**ACCEPTANCE BY THE COMMISSION**

27. The settlement agreement shall not become effective until it has been approved by a majority of the Commission and endorsed by a representative member of the Commission.

28. Respondent understands that the Commission is free to accept or reject this settlement agreement and, if rejected by the Commission, a public hearing on the Administrator's Charge against Respondent may immediately commence.

1 The Commission members who review this matter for approval of this settlement  
2 may be the same members who ultimately hear the disciplinary complaint if this  
3 settlement agreement is not approved by the Commission.

4 29. Respondent hereby agrees to waive any rights it might have to challenge the  
5 impartiality of the Commission to hear the charge, based on prior knowledge  
6 obtained by the Commission through consideration of this settlement agreement,  
7 if after review by the Commission, this settlement agreement is rejected.

8 30. If the Commission does not accept the settlement agreement, it shall be  
9 regarded as null and void. Admissions by Respondent in the settlement  
10 agreement will not be regarded as evidence at the subsequent hearing.  
11 Respondent will be free to defend and no inferences will be made from the  
12 willingness to have entered into this agreement.

13 **COMPLETE AGREEMENT**

14 31. This settlement agreement consists of five pages and embodies the entire  
15 agreement between the Commission and Respondent. It may not be altered,  
16 amended or modified without the express consent of the Parties.

17 32. Based upon the foregoing stipulations and recitals, it is hereby agreed that the  
18 Commission may issue the included Decision and Order.

19 Date: 7-30-19  
20 RED ROCK COUNTRY CLUB

21 By: [Signature]  
22 Representative:

23 Approved as to form and content:  
24 SKANE WILCOX

25 By: [Signature]  
26 Stephanie Mazzei, Esq.  
27 1120 Town Center Dr., Suite 200  
28 Las Vegas, Nevada 89144  
29 (702) 363-2535  
30 Attorney for Respondent

Date: 7-30-19  
NEVADA EQUAL RIGHTS COMMISSION

By: [Signature]  
Kara Jenkins, Administrator

AARON D. FORD  
Attorney General

By: [Signature]  
Sophia G. Long, Esq.  
Deputy Attorney General  
555 E. Washington Ave, Suite 3900  
Las Vegas, Nevada 89101  
(702) 486-3420

**DECISION AND ORDER**

The above-captioned matter having come before the Commissioners of the NEVADA EQUAL RIGHTS COMMISSION ("Commission"), and the Commission being fully apprised in the premises, and good cause appearing,

IT IS HEREBY ORDERED:

1. That the Settlement Agreement incorporated herein, is approved in full;
2. That Respondent will draft an EEO manual approved by NERC that incorporates EEOC guidance on workplace policies, within one hundred and twenty (120) days from the date of the Commission's Order;
3. That Respondent will provide discrimination training to all employees by the Equal Rights Commission ("EEOC") or NERC, within one hundred and twenty (120) days from the date of the Commission's Order;
4. That this matter will be brought before the Commission at the meeting following one hundred and twenty (120) days from the date of the Commission's Order to review compliance with its order.

The NEVADA EQUAL RIGHTS COMMISSION retains jurisdiction of this case until all conditions have been met to the satisfaction of the Commission.

IT IS SO ORDERED.

SIGNED AND EFFECTIVE this 30 day of July, 2019.

  
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Connye Harper, Chairperson