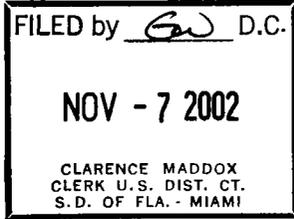


IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
FT. PIERCE DIVISION

CIVIL ACTION NO. 01-14291-CIV-GRAHAM/LYNCH

UNITED STATES EQUAL EMPLOYMENT)
OPPORTUNITY COMMISSION,)
)
Plaintiff,)
)
v.)
)
LINCARE, INC.,)
)
Defendant.)
_____)



CONSENT DECREE

1. This Consent Decree (the "Decree") is made and entered into by and between Plaintiff, the Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC"), and Defendant, Lincare Inc.(hereinafter referred to as "Lincare"). The Commission and Lincare are collectively referred to herein as "the Parties."

2. On September 28, 2001, EEOC initiated this action by filing its Complaint against Lincare. EEOC's Complaint alleged that Lincare violated Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e *et seq.* ("Title VII") and Title I of the Civil Rights Act of 1991, by subjecting Edwin Boone to disparate treatment by a management official when he was terminated from his position of Service Representative because of his race, Black. Lincare has denied the allegations contained in the EEOC's Complaint.

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AD

3. In the interest of resolving this matter to the satisfaction of both Parties and to avoid the cost and uncertainty of litigation, the Parties have agreed that this action should be finally resolved by the entry of this Decree. This Decree is final and binding on the Parties, their successors

and assigns.

4. The Parties agree that this Decree resolves all claims against Lincare alleged in EEOC Charge Number 150 A1 1163 and the Complaint filed in this action (the "Claims"). The Parties further agree that this Decree does not resolve any Charges of Discrimination that may be pending with the EEOC other than the Charge referred to in this paragraph.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings filed by the parties, it is **ORDERED, ADJUDGED AND DECREED THAT:**

JURISDICTION

5. This court has jurisdiction of the subject matter of this action and over the Parties for the purposes of entering and enforcing this Decree.

6. No party shall contest jurisdiction of this federal court to enforce this Decree and its terms or, subject to the notice and cure provisions set forth in Paragraph 18 below, the right of the EEOC to seek enforcement of the Decree in the event Defendant breaches any of the terms of this Decree.

GENERAL INJUNCTIVE PROVISIONS

7. Lincare, its officers, managers, employees, and agents, will not discriminate against employees and their terms and conditions of employment because of their race in violation of Title VII of the Civil Rights Act of 1964, as amended.

8. Lincare, its officers, managers, and agents will not discriminate against any employee in this matter who opposed any of Lincare's practices which the employee believed to be a violation of Title VII; who filed a charge of discrimination with the EEOC alleging violation(s) of such statute; or who cooperated with the EEOC in the investigation or prosecution of this case.

TRAINING

9. No later than November 30, 2002, Lincare will distribute a copy of its Equal Employment Opportunity Policy to all its current employees in the following locations: the Ft. Myers, Naples, Cape Coral, Sebring and Arcadia Lincare operating centers. (collectively the "Covered Centers"). Lincare further agrees that all new employees hired at the above referenced Covered Centers will be provided a copy of the Policy within one week of employment at such Covered Centers.

10. In order to facilitate compliance with its anti-discrimination policies, Lincare will conduct one four (4) hour annual training throughout the duration of this Decree for all of its managers and supervisory personnel at each of the Covered Centers, with specific emphasis on recognizing racial discrimination and the proper procedure to be followed if they become aware of racial discrimination in the workplace or if they receive a complaint of such discrimination. Lincare agrees to provide the EEOC, at least two weeks notice before it conducts its training session(s), with the date(s) and location(s) of the training and the trainer who will conduct the same, the identification of the training materials to be used at the training session, and a general description of the category of employees who will be in attendance at the training. The training will be conducted by an individual or entity with expertise in conducting training on workplace anti-discrimination laws. Such trainer will be a Lincare in-house or outside attorney or third party consultant. Additionally, Lincare agrees that a representative of the EEOC may, at the EEOC's discretion, attend such training session(s).

11. Lincare agrees that the training described in paragraph 10 shall be conducted within sixty (60) days of the entry of this Decree, and, should thereafter take place annually by November 30, for the duration of this Decree. Lincare further agrees that the training described in paragraph

10, shall be given live or in video format to all new managers and supervisors at the Covered Centers, who did not attend the annual training, within thirty (30) days of being placed in a management or supervisory position at the Covered Centers.

POSTING

12. Lincare will post within seven days from the Court's entry of this Decree a laminated 8 ½" x 11" sized copy of the Notice attached hereto as Exhibit A, at each Covered Center, in a conspicuous location, accessible to all employees of the Covered Centers (i.e. employee bulletin board or lunch room). Such notice shall remain posted for the duration of this Decree.

MONITORING

13. For the duration of this Decree and as required by federal law, Lincare will retain all employment records of all individuals employed at a Covered Center who have complained to his or her Center Manager, Area Manager or Lincare's Human Relations Department regarding race discrimination. The documents retained will include the complaint and records relating to the allegations and investigation of the racial discrimination complaint.

14. For the duration of this Decree, Lincare will provide the EEOC every six (6) months with the name, last known address and last known phone number of any person employed at a Covered Center who has complained to his or her Center Manager, Area Manager or Lincare's Human Relations Department that he or she has been subjected to racial discrimination while working at any of the Covered Centers during the preceding six (6) months. Lincare will also state its actions taken in response to each such allegation. The first report shall be submitted not later than November 30, 2002. Lincare will provide upon request by the Commission (a) a copy of the complaint, or if no written complaint was filed, a statement describing the nature of the complaint; (b) a statement describing the actions taken; and (c) outcome regarding such complaint.

15. Lincare will certify to the EEOC every six (6) months throughout the duration of this Decree that it is in compliance with all aspects of this Decree. The first such certification will be due no later than November 30, 2002, and thereafter by May 31, and November 30 annually.

MONETARY RELIEF

16. Lincare shall pay \$118,000 in resolution of this litigation.
- a. \$28,500 shall be representative of lost wages, less amounts required to be withheld for federal, state, and local income taxes. Lincare will also issue an IRS form and W-2 and shall be responsible for the payment of the employer's share of any federal, state and local, income taxes, and social security withholdings.
 - b. \$89,500 shall be representative of compensatory damages. Lincare will also issue an I.R.S. form 1099 to the receiving claimants substantiating same.
 - c. All payments shall issue within fifteen (15) calendar days from the Court's entry of this Decree, by certified mail to Edwin Boone at the address set forth in Exhibit B. Copies of the checks evidencing such payments shall be forwarded to the attention of Heui Young Choi, Trial Attorney, U.S. Equal Employment Opportunity Commission, One Biscayne Tower, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131.

17. If Lincare fails to tender the above-mentioned payments as set forth in paragraph 16, then Lincare shall pay interest on the defaulted payment at the rate calculated pursuant to 26 U.S.C. Section 6621(b) until the same is paid, and bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

ENFORCEMENT OF DECREE

18. The Commission shall have independent authority to seek the judicial enforcement of any aspect, term or provision of this Decree. However, the EEOC shall not seek such judicial enforcement unless it has first (i) given Lincare a written notice of its intention to seek judicial enforcement, which notice shall specify the alleged breach for which judicial enforcement shall be sought and (ii) provided Lincare at least fifteen (15) days to cure any alleged breach of any term of this Decree.

19. The Court may take whatever measures necessary to effectuate the terms of this Decree.

COSTS

20. Each Party shall bear its own costs associated with this litigation.

DURATION OF CONSENT DECREE

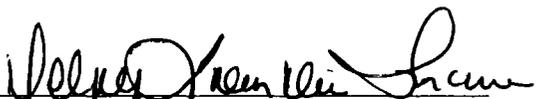
21. The duration of this Decree shall be three (3) years from the date of entry of the Decree.

SO ORDERED, ADJUDGED AND DECREED, this 7th day of ^{November}~~October~~, 2002.



DONALD L. GRAHAM
UNITED STATES DISTRICT JUDGE

AGREED TO:
FOR THE PLAINTIFF,
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

by: 
Delner Franklin-Thomas
Regional Attorney
U.S. Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower, Suite 2700
2 South Biscayne Boulevard
Miami, Florida 33131

Date: 10/31/02

AGREED TO:
FOR THE DEFENDANT
LINCARE INC.

by: 
Irving Miller, Esquire
Akerman Senterfitt & Edison, P.A.
Suntrust International Center, 28th Floor
One Southtrust International Center, 28th Floor
One Southeast Third Avenue
Miami, Florida 33131
(305) 374-5600 (Tel)
(305) 374-5095 (Fax)

Date: 11/01/02

EXHIBIT A

**NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND
LINCARE.**

This notice is being posted pursuant to a Consent Decree entered by the Court in EEOC vs. Lincare, Civil Action No. 01-14291-CIV-GRAHAM/LYNCH. Lincare's policy prohibits discrimination against employees in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Title VII protects individuals from employment discrimination because of their race religion, color, national origin, or sex. Title VII also protects individuals from retaliation for having complained of an unlawful employment practice. Lincare will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws, including, but not limited to, racial harassment.

Furthermore, Lincare, supports Title VII and will not take any retaliatory action against an individual because he/she has exercised his/her rights under the law to oppose discriminatory acts or to file charges with the EEOC.

Appropriate corrective action, up to and including termination, based upon the circumstances involved, shall be taken against any employee (including management personnel) found to have violated Lincare's policies prohibiting discrimination.

This notice shall remain posted for three (3) years from the date Decree entered. Employees or applicants for employment who have questions about their rights under Title VII or any other federal anti-discrimination law may telephone Lincare's Human Relations Department at 1-800-284-2006 ext 8400 or the Miami District Office of the Equal Employment Opportunity Commission at 1-800-669-4000.

Signed this ____ day of _____, 2002.

PRESIDENT/CEO, LINCARE

DO NOT REMOVE BEFORE _____, 2005.

EXHIBIT B

Mr. Edwin Boone
305 East 4th Street
Avon Park, Florida 33825