

COPY FOR JUDGE

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

FILED BY _____ D.C.

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CARLOS JUENKE
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EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION.

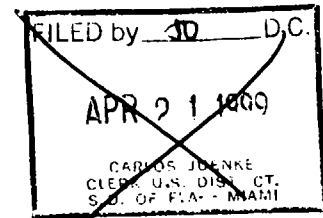
Plaintiff,

CIVIL ACTION NO.
98-202-CIV-MIDDLEBROOKS

v.

AEROMAR AIRLINES INC.,

Defendant.



SETTLEMENT AGREEMENT

The Equal Employment Opportunity Commission, Plaintiff ("EEOC"), filed this action on January 30, 1998, alleging a violation of Section 4(d) of the Age Discrimination in Employment Act ("ADEA") of 1967, 29 U.S.C. Section 623(d). Whereas, the parties desire to settle this matter as a compromise of a disputed and contested claim without any admission of liability.

The Court approves this Settlement Agreement (hereinafter referred to as "Settlement").

Therefore, it is ORDERED that:

1. This Court has Jurisdiction over the parties and subject matter of this action.
2. Venue is proper.
3. There have been no findings by the Court as to whether Defendant has violated the ADEA or any other law, regulation or agreement. This Agreement will not constitute evidence of any violation of the ADEA, or any other law, regulation or agreement. By agreeing to and entering voluntarily into this Settlement Agreement, there is no admission, express or implied, that Defendant

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violated the law and this Settlement Agreement is not and will not be interpreted or construed as containing any such admission or considered as a precedent in any other action.

4. Defendant, its officers, managers, employees, agents and partners, agree not to discriminate against any of its employee(s) who oppose any of Defendant's practices which the employee believes to be a violation of the ADEA; who file charges of discrimination with the EEOC alleging violations(s) of such statute; who cooperate with the EEOC in the investigation and/or prosecution of any charge of discrimination; or who cooperate in the investigation or prosecution of a discrimination case. Further, Defendant, its officers, managers, employees, agents and partners will not engage in conduct which constitutes age discrimination.

5. The term of this Settlement shall be for two and one-half years.

6. Defendant shall post and implement a written anti-discrimination policy approved by the EEOC, within 14 days from the execution of this Settlement. Defendant shall also give the policy to all employees of Defendant within 30 days of the entry of this Settlement.

7. Defendant shall conduct two eight hour training sessions (one in 1999 and one in 2000) for all of its managers and employees during the duration of this Settlement. The first sessions will take place no later than sixty days after the approval of this Settlement. Defendant agrees to provide the EEOC with all written materials used in the training session(s) and to provide at least two weeks notice to the EEOC before it conducts its training session(s) so that EEOC can be in attendance at any such training session(s) it chooses to attend. Defendant will provide Plaintiff with certification within seventy days after the Court's approval of this Settlement that the training session has taken place.

8. Defendant agrees to post within seven days from the date of execution of this Settlement the notices attached hereto as Exhibits A (general notice) and B (specific notice). Said notices shall be posted for at least two and one-half years in a conspicuous location at Defendant's corporate headquarters. At the end of the two and one-half years that this Settlement is in effect, Defendant will certify to Plaintiff that the Notices have remained posted.

9. With regard to the issues raised by the pleadings, Defendant agrees to pay Emna Mendez \$22,000.00 within ten days of the effective date of the Settlement. Defendant will mail the check made out to Emna Mendez, certified mail return receipt, directly to Emna Mendez, and at the same time copy the Miami District Office of the EEOC with all mailings and certified return receipts. The Defendant will deduct from the gross amount of back pay federal income tax withholding and employee contributions for social security tax. A W-2 form setting forth the amount paid and the amounts withheld shall accompany the check.

10. If either Party fails to comply with this Settlement, the Court may award reasonable costs and interest at the rate as allowed by law, caused by the noncompliance or delay.

11. If either Party violates a provision of this Settlement, the other Party shall notify, in writing, the alleged breaching party, of its concerns and provide the Party fourteen days to resolve and/or remedy the breach, before seeking judicial relief. Defendant will sign, on company letterhead, the reference letter attached as Exhibit C. If employment reference inquiries are made about Emna Mendez, the Defendant will report only what is contained in the reference letter (Exhibit C), unless specifically authorized by Emna Mendez, in writing, that Defendant has approval to state anything further. Defendant's records will reflect only the information contained in Exhibit C and

Defendant agrees only to release information verbally or in writing, which specifies Emna Mendez' dates of employment, salary, and information contained in Exhibit C.

12. Defendant will dismiss, with prejudice, Case Number 98-16303-CA-11 and 97-12967-CA-13.

13. Defendant agrees that EEOC may conduct an onsite visit once a year during the term of this Agreement, to insure that all notices required by this Agreement are posted, to insure that the policies and procedures are in place and being utilized and to review any ADEA internal investigations for the purpose of insuring that Defendant's investigating techniques are appropriate and to ensure that prompt and remedial action is taken.

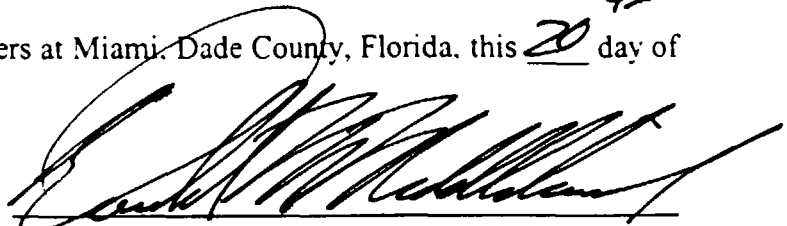
14. In further exchange for the promises made in paragraphs 3 through 13 of this Settlement Agreement, the EEOC releases and discharges Aeromar Airlines, Inc. from the claims raised in the Complaint entitled Equal Employment Opportunity Commission v. Aeromar Airlines, Inc., Civil Action No. 98-202-CIV-MIDDLEBROOKS.

15. This Settlement will operate as a full and final resolution of this action. Each party shall bear its own costs and attorney's fees.

16. The terms of this Settlement are binding upon any successors or assigns of the Parties.

17. This case is dismissed ^{with} ~~without~~ prejudice. The Court retains jurisdiction to enforce this Settlement Agreement. ^{for} ~~At the end of the two and one-half year period,~~ ^{enforced} ~~this action will be~~ ^{by the Agreement.} ~~considered dismissed with prejudice without further order of this Court.~~

DONE AND ORDERED in Chambers at Miami, Dade County, Florida, this 20th day of April, 1999.



DONALD M. MIDDLEBROOKS
UNITED STATES DISTRICT JUDGE

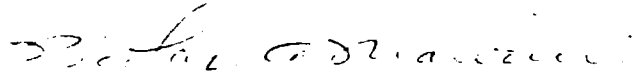
Equal Employment Opportunity Commission

C. GREGORY STEWART
General Counsel

GWENDOLYN R. REAMS
Deputy General Counsel

DELNER FRANKLIN-THOMAS
Regional Attorney

Aeromar Airlines, Inc.
By its attorney:



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Florida Bar No. 248827
Alfred I. DuPont Building
Suite 1500
169 East Flagler Street
Miami, Florida 33131



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COMMISSION
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One Biscayne Tower- Suite 2700
Two South Biscayne Boulevard
Miami, Florida 33131
Tel. (305) 530-6000
(305) 530-6009
Fax (305) 530-7660

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Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract are protected under the following Federal authorities:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, prohibits job discrimination because of a disability and requires affirmative action to employ and advance in employment qualified individuals with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

VIETNAM ERA AND SPECIAL DISABLED VETERANS

38 U.S.C. 4212 of the Vietnam Era veterans Readjustment Assistance Act of 1974 prohibits job discrimination and requires affirmative action to employ and advance in employment qualified Vietnam era veterans and qualified special disabled veterans.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), Employment Standards Administration, U.S. Department of Labor (DOL), 200 Constitution Avenue, N.W., Washington, D.C. 20210 or call (202) 219-9368 (DOL's toll-free TDD number for individuals with hearing impairments is (800) 326-2577), or an OFCCP regional or district office, listed in most telephone directories under U.S. Government.

Private Employment, State and Local Governments, Educational Institutions

Applicants to and employees of most private employers, state and local governments, educational institutions, employment agencies and labor organizations are protected under the following Federal laws:

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, prohibits discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex or national origin.

DISABILITY

The Americans with Disabilities Act of 1990, as amended, protects qualified applicants and employees with disabilities from discrimination in hiring, promotion, discharge, pay, job training, fringe benefits, classification, referral, and other aspects of employment on the basis of disability. The law also requires that covered entities provide qualified applicants and employees with disabilities with reasonable accommodations that do not impose undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination on the basis of age in hiring, promotion, discharge, compensation, terms, conditions or privileges of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act (see above), the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work in the same establishment.

Retaliation against a person who files a charge of discrimination, participates in an investigation, or opposes an unlawful employment practice is prohibited by all of these Federal laws.

If you believe that you have been discriminated against under any of the above laws, you immediately should contact:

The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 800-3302.

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Private Employment,
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state and local governments, educational institutions,
employment agencies and labor organizations are protected
under the following Federal laws:

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protection of Title VII of the Civil Rights Act of 1964, Title VI of the Civil Rights Act prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal assistance.

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RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

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INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of a disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with reasonable accommodation, can perform the essential functions of a job.

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AGE

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If you believe you have been discriminated against in a program of any institution which receives Federal assistance, you should contact immediately the Federal agency providing such assistance.

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The U.S. Equal Employment Opportunity Commission (EEOC), 1801 L Street, N.W., Washington, D.C. 20507 or an EEOC field office by calling toll free (800) 669-4000. For individuals with hearing impairments, EEOC's toll free TDD number is (800) 800-3302.

NOTICE TO EMPLOYEES

The Age Discrimination in Employment Act ("ADEA") of 1967, as amended, 29 U.S.C. Section 623(d), protects individuals from discrimination in employment because of age. Specifically, it protects individuals who are 40 years old or older. This includes protection against discrimination in firing, job assignments, hiring, fringe benefits, terms and conditions, pay, etc. Such employees are also protected against being retaliated against because they oppose a practice of the Employer that is discriminatory or because they aid in the investigation of a discrimination matter.

Aeromar Airlines, Inc. assures its employees that it supports the ADEA and will not take any action against an individual because he/she has exercised his/her rights under the ADEA.

Employees or applicants for employment who have questions about their rights under this notice may telephone the EEOC toll free at 1-800-669-4000 or at (305) 530- 6009.

Signed this _____ day of _____, 1999.

CARLOS GARRIDO
Human Resources Manager

EXHIBIT B

[On Aeromar letterhead]

_____, 1999

Aeromar Airlines, Inc.

To Whom It May Concern:

Emna Mendez was employed with our organization from 1992 until October 7, 1996. Among the positions she held during this time, were Sales Manager and Sales Person. Ms. Mendez' duties partly included making sales and service calls upon our customers and supervising sales staff. Unfortunately, due to business reasons, we could no longer utilize Ms. Mendez' services. We wish her good luck in the future.

Very truly yours,

Carlos Garrido
Human Resources Manager

EXHIBIT C