

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION



EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

-vs-

Case No. 2:00-cv-135-FtM-29D

AVATAR PROPERTIES, INC., f/k/a Avatar
Holdings, Inc.,


Defendant.

JUDGMENT IN A CIVIL CASE

IT IS ORDERED AND ADJUDGED that pursuant to the Court's Order dated August 24, 2001, judgment is entered according to the attached Consent Decree.

Date: August 29, 2001

SHERYL L. LOESCH, CLERK

By: 
Alvin Alayon, Deputy Clerk

c: All parties and counsel of record

34

1. **Appealable Orders:** Courts of Appeals have jurisdiction conferred and strictly limited by statute:

Appeals from Final Order Pursuant to 28 U.S.C. §1291: Only final judgments (or orders) of district courts (or final orders of bankruptcy courts which have been affirmed by a district court under 28 U.S.C. § 158) usually are appealable. A “final” order is one which ends the litigation on its merits and leaves nothing for the district court to do but execute the judgment. A magistrate’s report and recommendation is not usually final until judgment thereon is entered by a district court judge. Compare Fed.R.App.P. 5.1, 28 U.S.C. §636(c).

In cases involving multiple parties or multiple claims, a judgment as to fewer than all parties or all claims is not a final, appealable decision. Fed.R.Civ.P. 54(b) does permit the district court to expressly direct entry of the judgment as to fewer than all of the claims or parties. See Pitney Bowes, Inc. v. Mestre, 701 F.2d 1365, 1369 (11th Cir. 1983), cert. denied 464 U.S. 893 (1983). Certain matters, such as attorney’s fees and costs, are collateral and do not affect the time for appealing from the judgment on the merits. Buchanan v. Stanships, Inc., 485 U.S. 265, 108 S.Ct. 1130, 99 L.Ed 2d 289 (1988); Budinich v. Becton, 486 U.S. 196, 108 S.Ct. 1717, 100 L.Ed 2d 178 (1988).

Appeals Pursuant to 28 U.S.C. §1292(b) and FRAP 5: The certificate specified in 28 U.S.C. §1292(b) must be obtained before an application for leave to appeal is filed in the Court of Appeals. Denial or refusal by the district court to issue the certificate is not itself applicable.

Appeals Pursuant to 28 U.S.C. §1292(a): Pursuant to this statute, appeals are permitted from orders “granting, continuing, modifying, refusing or dissolving injunctions or refusing to dissolve or modify injunctions....” and “[i]nterlocutory decrees...determining the rights and liabilities of parties to admiralty cases....” This statute does not permit appeals from temporary restraining orders.

Appeals Pursuant to Judicially Created Exceptions to the Finality Rule: These limited exceptions are discussed in many cases, including (but not limited to): Cohen v. Beneficial Industrial Loan Corp., 337 U.S. 541, 69 S.Ct. 1221, 93 L.Ed 2d 1528 (1949); Forgay v. Conrad, 6 How. (47 U.S.) 201 (1848); Gillespie v. United States Steel Corp., 379 U.S. 148, 152, 85 S.Ct. 308, 311, 13 L.Ed. 2d 199 (1964); Atlantic Federal Savings & Loan Assn. Of Ft. Lauderdale v. Blythe Eastman Paine Webber, Inc., 890 F.2d 371 (11th Cir. 1989). Compare Coopers and Lybrand v. Livesay, 437 U.S. 463, 98 S.Ct. 2454, 57 L.Ed 2d 351 (1978); Gulfstream Aerospace Corp. v. Mayacamas Corp., 485 U.S. 271, 108 S.Ct. 1133, 99 L.Ed. 2d 296 (1988).

2. **Time for Filing:** To be effective a notice of appeal must be timely filed. Timely filing is jurisdictional. In civil case FRAP 4(a) and 4(c) set the following time limits:

FRAP 4(a)(1): The notice of appeal required by FRAP 3 “must be filed with the clerk of the district court within 30 days after the date of entry of the judgment or order appealed from; but if the United States or an officer or agency thereof is a party, the notice of appeal may be filed by any party within 60 days after such entry....” (Emphasis added). To be effective, the notice of appeal generally must be filed in the district court clerk’s office within the time permitted. If a notice of appeal is mailed, it must be timely received and filed by the district court to be effective. FRAP 4(c) establishes special filing provisions for notices of appeal filed by an inmate confined in an institution, as discussed below.

FRAP 4(a)(3): “If one party timely files a notice of appeal, any other party may file a notice of appeal within 14 days after the date when the first notice was filed, or within the time otherwise prescribed by this Rule 4(a), whichever period last expires.” (Emphasis added).

FRAP 4(a)(4): If any party makes a timely motion in the district court under the Federal Rules of Civil Procedure of a type specified in FRAP 4(a)(4), the time for appeal for all parties runs from the entry of the order disposing of the last such timely filed motion outstanding.

FRAP 4(a)(5) and FRAP 4(a)(6): The district court has power to extend the time to file a notice of appeal. Under FRAP 4(a)(5) the time may be extended if a motion for extension is filed within 30 days after expiration of the time otherwise permitted to file a notice of appeal. Under FRAP 4(a)(6) the time may be extended if the district court finds upon motion that a party has not received notice of entry of the judgment or order and that no party would be prejudiced by extension.

FRAP 4(c): “If an inmate confined in an institution files a notice of appeal in either a civil case or a criminal case, the notice of appeal is timely if it is deposited in the institution’s internal mail system on or before the last day for filing. Timely filing may be shown by a notarized statement or by a declaration (in compliance with 28 U.S.C. §1746) setting forth the date of deposit and stating that first-class postage has been prepaid.”

3. **Format of Notice of Appeal:** Form 1, FRAP Appendix of Forms, is a suitable format. See also FRAP 3(c). A single notice of appeal may be filed from a (single) judgment or order by two or more persons whose “interests are such as to make joinder practicable....” [FRAP 3(b)].
4. **Effect of Notice of Appeal:** A district court loses jurisdiction (authority) to act after the filing of a timely notice of appeal, except for actions in aid of appellate jurisdiction (see Fed.R.Civ.P. 60) or to rule on a timely motion of the type specified in FRAP 4(a)(4).

FILED

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
FORT MYERS DIVISION

AUG 22 PM 3:30
CLERK U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FT. MYERS, FLORIDA

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

and

LINDA REDDITT,

Plaintiff- Intervener,

CIVIL ACTION NO.
2:00 CV135 FTM 29D

v.

AVATAR REALTY INC., and
AVATAR PROPERTIES INC., and
AVATAR HOLDINGS INC.

Defendants.

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"), Plaintiff-Intervener Linda Redditt (hereinafter "Linda Redditt" or "Plaintiff-Intervener"), and Defendant, Avatar Holdings Inc. (hereinafter referred to as "Avatar Holdings¹"). The Commission, Plaintiff-Intervener, and Avatar Holdings are collectively referred to herein as "the Parties."

2. On March 31, 2000, EEOC initiated this action by filing its original Complaint in the United States District Court for the Middle District of Florida, Fort Myers Division, Civil Action

¹ It is expressed and understood that this Consent Decree pertains to and is applicable only to Avatar Holdings' operations in the State of Florida.

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32

No. 2:00 CV135 FTM 29D, based upon a charge filed by Linda Redditt (EEOC Charge No. 15L-97- 0095). On July 13, 2000, EEOC filed an Amended Complaint naming Avatar Properties Inc., Avatar Realty Inc., and Avatar Holdings Inc. as Defendants. EEOC's Amended Complaint alleges that Avatar Holdings and its subsidiaries violated Title VII of the Civil Rights Act of 1964, as amended, including but not limited to, amendments authorized by the Civil Rights Act of 1991, 42 U.S.C. Section 2000e *et seq.* ("Title VII") by subjecting a female employee, Linda Redditt, to unlawful sexual harassment in the form of a hostile work environment. The Complaint further alleges that Ms. Redditt was constructively discharged. On September 5, 2000, the Plaintiff-Intervener became a party to the lawsuit also alleging the same violations of Title VII.

3. In the interests of resolving this matter and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by entry of this Decree. This Decree is final and binding upon the Parties, their successors and assigns. The Parties agree that nothing contained in this Consent Decree or otherwise shall constitute or be construed as an admission of any alleged liability or wrong doing by Avatar Holdings Inc.

4. The Parties agree that this Decree resolves all claims arising out of EEOC Charge Number 15L- 97- 0095 and the Complaints filed in this action, and constitutes a complete resolution of all claims under Title VII that were made by the Commission and Plaintiff-Intervener in this action.

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

JURISDICTION

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

7. No party shall contest jurisdiction of this federal court to enforce this Decree and its terms or the right of the EEOC to bring an enforcement suit upon breach of any of the terms of this Decree.

GENERAL PROVISIONS

8. Defendant Avatar Holdings, its officers and/or employees, agree not to engage in conduct which violates Title VII of the Civil Rights Act of 1964, as amended, by adversely affecting the terms and conditions of any individual's employment because of the gender of that individual and/or by subjecting an individual to sexual harassment or circumstances which lead to the constructive discharge of an individual due to sexual harassment.

9. Defendant Avatar Holdings, its officers and/or employees, agree not to discriminate against any employee who opposes any of Defendant's practices which the employee believes to be a violation of the Title VII; who files a charge of discrimination with the EEOC alleging violation(s) of such statute; who cooperates with the EEOC in the investigation and/or prosecution of any charge of discrimination; or who cooperated in the investigation or prosecution of this case.

SEXUAL HARASSMENT POLICY AND TRAINING

10. Defendant Avatar Holdings has established a written policy against sexual harassment, which is attached as Exhibit A. Defendant Avatar Holdings agrees that all its employees and managers will have been provided with a complete copy of its policy against sexual harassment within thirty (30) days of the entry of this Decree.

11. In order to further ensure the effective implementation of Defendant Avatar Holdings'

anti-discrimination policy, Avatar Holdings will conduct training for all of its managers and supervisory personnel on gender discrimination with specific emphasis on recognizing sexual harassment and the proper procedure to be followed if they become aware of sexual harassment in the workplace or if they receive a complaint of such harassment. Avatar Holdings 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, the identification of the training materials to be used at the training session, the name of the individual(s) who will be providing the training, and a general description of the category of employees who will be in attendance at the training. Additionally, Avatar Holdings agrees that the EEOC shall, at the EEOC's discretion, be in attendance at each training session(s).

12. Defendant Avatar Holdings agrees that the training described in paragraph 11 shall be conducted within one hundred and eighty (180) days of the entry of this Decree. And, should thereafter take place annually for the duration of this Decree. Avatar Holdings further agrees that the training described in paragraph 11 shall be given to all new managers and supervisors, who did not attend the annual training, within sixty (60) days of being placed in a management or supervisory position.

13. Avatar Holdings agrees that all new employees shall be given a copy of its Policy Against Sexual Harassment; and Avatar Holdings further agrees that new employees will be advised that any complaints of sexual harassment should be reported in accordance with that policy.

POSTING

14 Avatar Holdings will post the Notice, attached as Exhibit B, no later than September 15, 2001. Said notice shall be posted at Avatar Holdings headquarter's office in Coral Gables, Florida and all satellite administration offices for the duration of this Decree in a conspicuous

location accessible to all employees such as an employee bulletin board and/or break/lunch room.

MONITORING

15. Avatar Holdings will retain all employment records relating in any way to any complaint or allegation of sexual harassment for the duration of this Decree and as required under federal law.

16. Avatar Holdings will certify to the EEOC annually 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 thirty(30) days from the first training provided pursuant to paragraph 11. With each certification Avatar Holdings will further provide the EEOC with the name, address, and phone number of any person who alleges they have been sexually harassed while working for Avatar Holdings during the preceding six month period. Avatar Holdings will also state the actions taken in response to each such allegation and provide any and all documentation associated with such complaint.

MONETARY RELIEF

17. Avatar Holdings agrees to pay a total sum in the amount of \$55,000.00 (fifty-five thousand dollars), within ten (10) calendar days from the Court's execution of this Decree. The amount will be disbursed as follows:

(a) Avatar Holdings shall pay Linda Redditt \$36,500.00 (thirty-six thousand and five hundred dollars) in compensatory damages. Further, Avatar Holdings will issue Ms. Redditt an I.R.S. form 1099 as required by law.

(b) In consideration of the legal representation afforded to Linda Redditt, Avatar Holdings shall pay \$18,500.00 (eighteen thousand and five hundred dollars) in attorney's fees to Mr. Dennis Webb, Esquire.

The payment to Ms. Redditt shall be made by check to Linda Redditt in trust of Dennis Webb, Esq., Law Offices of Webb & Scarmozzino, and forwarded to Mr. Dennis Webb, Esq., Law Offices of Webb & Scarmozzino, 1617 Hendry Street, Third Floor, Fort Myers, Fl 33901, by certified mail with a return receipt requested. The payment to Mr. Webb shall also be made by check and forwarded by certified mail with a receipt return requested to Mr. Webb's business address listed above.

18. Avatar Holdings agrees to simultaneously provide the EEOC with copies of the payments set forth in paragraph 17 above. Said copies shall be forwarded to the attention of Carla Von Greiff, Trial Attorney, at the Tampa Area Office of the EEOC, 501 East Polk Street, Room 1020, Tampa, Florida, 33602.

19. If Avatar Holdings fails to tender the above-mentioned payments within the ten-day period agreed upon, Avatar Holdings shall pay interest on the defaulted payments 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

20. The Commission shall have independent authority to seek the judicial enforcement of any aspect, term or provision of this Decree.

21. The Court will take whatever measures it deems appropriate to effectuate the enforcement of the terms of this Decree.

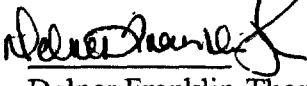
COSTS

22. Avatar Holdings and the EEOC shall bear their own costs and attorneys' fees associated with this litigation.

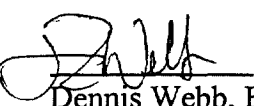
DURATION OF DECREE

23. This Decree shall remain in effect for three (3) years from the date of the Court's execution of the Decree.

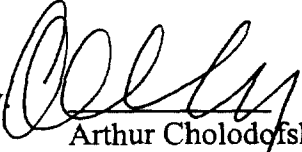
AGREED TO:
FOR THE PLAINTIFF,
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

by:  Date: 8/15/01
Delner Franklin-Thomas
Regional Attorney
Miami District Office
United States Equal Employment Opportunity Commission
One Biscayne Tower, Suite 2700
2 South Biscayne Boulevard
Miami, Florida 33131

AGREED TO:
FOR THE PLAINTIFF INTERVENER,
LINDA REDDITT.

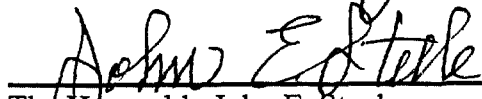
by:  Date: 8/21/01
Dennis Webb, Esq.
Webb & Scarmozzino, P.A.
Attorney for Linda Redditt
1617 Hendry Street,
Third Floor,
Fort Myers, Florida 33901

AGREED TO:
FOR THE DEFENDANT,
AVATAR HOLDINGS INC.

by:  Date: 8/20/01
Arthur Cholodofsky, Esq.
Law Offices of Steven Ziegler, P.A.
Attorney for Defendant

Presidential Circle
4000 Hollywood Boulevard
Suite 375 South
Hollywood, Florida 33021

SO ORDERED, ADJUDGED AND DECREED, this 24th day of August, 2001.


The Honorable John E. Steele
United States District Judge

FILED

9/24/11
Date _____ Time _____

CLERK, U. S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
FT. MYERS, FLORIDA

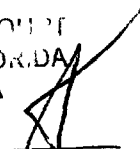

Initials

EXHIBIT "A" AVATAR HOLDINGS POLICY

AVATAR

POLICY & PROCEDURE MANUAL SECTION: SUBJECT:

Page: 1 of 4

Date Issued: 03/8/2001

TOPIC: HARASSMENT FREE WORKPLACE

Avatar Holdings Inc., and its related companies are opposed to and prohibit without qualification, the harassment of anyone on the basis of gender, race, religion, national origin, age, disability, pregnancy and marital status. Sexual or other forms of harassment violate an individual's basic civil rights, undermine the integrity of the workplace, and adversely affect workers and clients whether or not they are direct subjects of harassment. Sexual harassment is a form of discrimination on the basis of sex and is, therefore, prohibited in the workplace by local, state and federal law. It is also unlawful for an employer or co-worker to retaliate against an employee for filing a complaint of sexual or other forms of harassment or for cooperating in an investigation of harassment.

All employees, including but not limited to staff, supervisors, managers, directors and officers are required to comply with this policy and take appropriate measures to ensure that sexual or other forms of harassment do not occur. Disciplinary action at Avatar's discretion up to and including termination, will be taken against any employee who engages in sexual or other forms of harassment that violate this policy.

In addition, every manager and supervisor within Avatar has a duty to provide a work place free from harassment. This duty includes informing and discussing this policy with all employees; ensuring that employees know they are not required to endure sexual or other forms of harassment; that sexual or other forms of harassment will not be allowed or tolerated; that this policy will be enforced; and that charges of harassment will be impartially and immediately investigated. Any manager or supervisor who does not deal with sexual or other forms of harassment complaints consistent with the terms of this policy may be subject to appropriate disciplinary action.

DEFINITION OF SEXUAL HARASSMENT:

Sexual harassment is a form of sex discrimination and means unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature, when:

- a) Submission to such conduct is made explicitly or implicitly a term or condition of employment, or
- b) Submission to or rejection of such conduct by an individual is used as a component of the basis for employment decisions affecting that individual, or
- c) The conduct has the purpose or effect of unreasonably interfering with an individual's work performance or of creating an intimidating, hostile, or offensive work environment or,
- d) Directly prohibited by applicable law.

PROHIBITED CONDUCT:

Sexual harassment can be verbal, physical, auditory, or visual. It can be subtle or overt. Sexual harassment refers to behavior that is not only unwelcome, but which can also be personally offensive, fails to respect the rights of others, lowers morale, interferes with work effectiveness, and/or violates a person's sense of well-being.

Both men and women can be victims of sexual harassment and it can occur in situations where one person has authority (or the appearance of authority) over another, as well as occurring between two persons of equal employment levels. Same sex harassment (where offenders and victim are the same sex) is also prohibited.

Managers, supervisors and employees with the appearance of authority shall not threaten or insinuate, either explicitly or implicitly, that an employee's submission to or rejection of sexual harassment will in any way affect the employee's employment, evaluation, wages, advancement, assigned duties, shifts, or any other condition of employment or career development. Harassment by co-workers is also unlawful and prohibited by applicable federal, state and local laws even though the loss to the victim may not involve the tangible benefits outlined above.

Examples of other forms of prohibited sexual harassment may include, but not be limited to the following:

Verbal: Sexual innuendos, suggestive comments, jokes of a sexual nature, speaking about sexual positions, threats, unwelcome sexual flirtations, persistent requests for dates, degrading words used to describe an individual or, other verbal comments of a sexual nature, and graphic commentaries about an individual's body.

Non-Verbal: Sexually suggestive or offensive objectives or pictures, written comments, suggestive or insulting sounds, leering, whistling, obscene gestures.

Physical: Unwanted physical contact including touching, pinching or brushing the body, coerced sexual intercourse, and assault.

REPORTING AND RESOLUTION OF COMPLAINTS

Avatar through this policy, commits itself to quick and effective actions to ensure that sexual or other forms of harassment does not occur or persist. However, the fulfillment of that commitment will in large part depend on the willingness of employees to report prohibited behavior. A timely response to sexual or other forms of harassment is essential to protect victims from further unwelcome behavior.

It also ensures that the person responsible for the objectionable behavior understands its impact on others. A timely report provides the best opportunity for the employer to expeditiously and effectively address the matter.

Therefore, all employees must report any incidences of sexual or other forms of harassment, witnessed, known of or experienced.

Any employee who believes that they or any other employee has been the subject of harassment must report the alleged act(s) as soon as possible to any one of the following:

- The immediate supervisor**
- Any departmental management staff**
- The local Human Resources Representative**
- The local Project/Resort Manager or Division Vice-President**
- Any member of the Corporate Human Resources Department**
- An attorney in the Legal Department**
- Any Corporate (Avatar Holdings Inc.) officer**

All complaints of harassment received by supervisors, managers, directors, project and resort managers or officers must be referred immediately, both orally and in writing, to the Corporate Human Resources Department and to an attorney in the Legal Department.

Any employee found to intimidate, harass, or interfere with the filing of a complaint or the investigation of a complaint or who intentionally files a false complaint of harassment will be subject to appropriate discipline, up to and including immediate termination, at Avatar's sole and absolute discretion. All complaints will be handled on a confidential basis where appropriate and possible.

TRAINING

New Hires

All new hires must be provided with a copy of the Harassment Free Workplace Policy and Procedure at the date of hire. In addition, all new hires must participate in Harassment Free Workplace training within 120 days of hire and annually thereafter.

Managerial/ Supervisory Employees (including but not limited to department heads, superintendents, senior management team)

All managerial/supervisory employees must be trained on their responsibilities and expectations in addressing sexual or other forms of harassment in the workplace with 120 days of date of hire or promotion and annually thereafter.

New managerial/supervisory employees, who did not participate in the annual training program, must receive training with 120 days of such change in position.

The Avatar Harassment Free Workplace Policy must be included in all new hire packages. The Acknowledgement Sheet must be completed and a copy sent to the Corporate Human Resources for new hires and training program participants.

All Harassment Free Workplace training materials must be approved by the Corporate Human Resources before presentation to employees.

If any conflict exists between this policy and any applicable federal, state or local laws, the latter shall control.

~~THIS POLICY SUPERSEDES ALL PREVIOUS SEXUAL HARASSMENT POLICIES~~

AVATAR HARASSMENT FREE WORKPLACE

ACKNOWLEDGEMENT SHEET

I hereby acknowledge the following regarding Avatar's Harassment Free Workplace information: Please check the appropriate line.

I received a copy of Avatar's Harassment Free Workplace Policy and Procedure information.

On _____ I participated in a training program addressing Avatar's Harassment Free Workplace.

I acknowledge that I was hired/promoted to a managerial or supervisory position on _____ and have received Avatar's Harassment Free Workplace Policy and Procedure and participated in the training program addressing Avatar's Harassment Free Workplace.

I further acknowledge that by signing below I am aware of and understand the contents of Avatar's Harassment Free Workplace Policy and shall be held responsible for its content.

Name (Please Print)

Location (Please Print)

Signature

Date

Human Resources Representative (Print Name)

Signature

Date

EXHIBIT "B" NOTICE

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

This notice is being posted pursuant to a Consent Decree entered by the Court in Equal Employment Opportunity Commission v. Avatar Realty Inc., Avatar Properties Inc., and Avatar Holdings Inc. Civil Action No. 2:00 CV135 FTM 29D. Avatar Holdings Inc. has agreed that it will not discriminate 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, sex (including sexual harassment and pregnancy) and/or national origin. Title VII also protects individuals from retaliation for having complained of an unlawful employment practice. Avatar Holdings Inc. will not condone discrimination of any kind as set forth in federal laws, including, but not limited to, sexual harassment.

Furthermore, Avatar Holdings Inc. assures its employees that it supports Title VII and will not take any 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, shall be taken against any employee (including management personnel) found to violate the policies regarding discrimination, based upon the circumstances involved.

This notice shall remain posted for three (3) years from the date signed. Employees or applicants for employment who have questions about their rights under Title VII or any other federal anti-discrimination law may telephone the Miami District Office of the Equal Employment Opportunity Commission at 1-800-669-4000.

Signed this ____ day of _____, 2001.

Dennis J. Gettman, Esquire
Executive Vice-President/General Counsel
Avatar Holdings Inc.

80-135

Date Printed: 08/29/2001

Notice sent to:

- C. Gregory Stewart, Esq.
Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower
2 S. Biscayne Blvd., Suite 2700
Miami, FL 33131

- Gwendolyn Y. Reams, Esq.
Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower
2 S. Biscayne Blvd., Suite 2700
Miami, FL 33131

- Delner Franklin-Thomas, Esq.
Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower
2 S. Biscayne Blvd., Suite 2700
Miami, FL 33131

- Gilbert Carrillo, Esq.
Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower
2 S. Biscayne Blvd., Suite 2700
Miami, FL 33131

- ④ — Lauren A. Greenbaum, Esq.
Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower
2 S. Biscayne Blvd., Suite 2700
Miami, FL 33131

- Carla J. Von Greiff, Esq.
Equal Employment Opportunity Commission
Tampa Area Office
501 E. Polk St. 10th Floor
Timberlake Federal Building Annex
Tampa, FL 33602

- Arthur Cholodofsky, Esq.
Steven M. Ziegler, P.A.
4000 Hollywood Blvd., Suite 375 S.
Hollywood, FL 33021

- Dennis Louis Webb, Esq.
Webb & Scarmozzino, P.A.
1617 Hendry St., Third Floor
Ft. Myers, FL 33901