

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

CASE NO: 01-0583-CIV-JORDAN/BANDSTRA

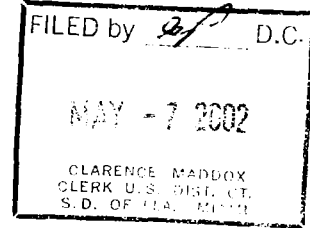
UNITED STATES EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

vs.

ADELPHIA CABLE PARTNERS, L.P. d/b/a
ADELPHIA CABLE COMMUNICATIONS,

Defendant.



**CLOSED
CIVIL
CASE**

GLENFORD S. JAMES,

Intervenor,

vs.

ADELPHIA CABLE PARTNERS, L.P. d/b/a
ADELPHIA CABLE COMMUNICATIONS,

Defendant.

CONSENT DECREE

1. This Consent Decree (the "Decree") is made and entered into by and between Plaintiff EEOC, the Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC"), and Plaintiff-Intervenor, Glenford James (hereinafter referred to as "Plaintiff-Intervenor") and Defendant, Adelphia Cable Partners, L.P., d/b/a Adelphia Cable Communications (hereinafter referred to as "Adelphia" or "Defendant"). The Commission, Plaintiff-Intervenor and Adelphia are collectively referred to herein as "the Parties."

2. On February 13, 2001, EEOC initiated this action by filing its Complaint against Adelphia. EEOC's Complaint alleged that Adelphia violated Title VII of the Civil Rights Act of

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1964, 42 U.S.C. Section 2000e *et seq.* ("Title VII") and Title I of the Civil Rights Act of 1991, by subjecting Glenford James and similarly situated individuals to a racially hostile work environment. The Complaint arose out of the allegations that Glenford James and similarly situated individuals were and are forced to endure a hostile environment because of their race, Black, while at Adelphia's place of business.

3. On June 6, 2001, Plaintiff-Intervenor, Glenford James filed a Motion to Intervene in the above-styled action, alleging violations of the Title VII, 42 U.S.C §1981, 760.01 of the Florida Statutes, negligent retention, negligent supervision, and intentional infliction of emotional distress.

4. On May 4, 2001, Adelphia filed its Answer to EEOC's Complaint.

5. In the interests of resolving this matter, to avoid the costs of litigation, and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by the entry of this Decree. This Decree is final and binding upon the Parties, their successors and assigns. This Agreement does not constitute an admission of liability by Adelphia.

6. The Parties agree that this Decree resolves all claims against Adelphia alleged in EEOC Charge Number 150 A0 2492 and the Complaints filed in this action.

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

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

8. No party shall contest jurisdiction of this federal court to enforce this Decree and its terms or the right of the EEOC to seek enforcement of the decree in the event Defendant breaches any of the terms of this Decree.

9. The EEOC agrees that in the event that Adelphia fails to comply with any provision(s) of this Decree, the EEOC shall notify Adelphia in writing of such non-compliance and afford Adelphia ten (10) days to remedy the non-compliance.

10. If Adelphia fails to correct said non-compliance within ten (10) days of notification, the parties agree to engage a mutually agreed upon certified mediator, costs to be absorbed by Adelphia, to resolve the issue of non-compliance. If mediation is unsuccessful, the EEOC shall apply to the Court for appropriate relief.

GENERAL INJUNCTIVE PROVISIONS

11. Adelphia, its officers, managers, employees, agents and partners, are hereby enjoined from conducting business in a manner that subjects Black employees to terms and conditions of employment that constitute a hostile environment in violation of Title VII of the Civil Rights Act of 1964, as amended.

12. Adelphia, its officers, managers, agents, and partners agree that it will not discriminate against any employee in this matter who opposed any of Defendant's practices

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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

13. Adelphia will established a written policy of compliance with Title VII and provide a copy of the policy to the EEOC within thirty (30) days from the date of the entry of this Decree. A complete copy of this policy will be distributed to all its current employees at all of its facilities by August 30, 2002. Adelphia further agrees that all new employees will be provided a copy of the policy within one week of employment.

14. In order to further ensure the effective implementation of Defendant Adelphia's anti-discrimination policies, Adelphia will conduct annual training lasting at least 4 hours in length throughout the duration of this Decree for all of its managers and supervisory personnel at its facilities in the state of Florida, with specific emphasis on recognizing racial harassment and the proper procedure to be followed if they become aware of racial harassment in the workplace or if they receive a complaint of such harassment. Defendant agrees to provide the EEOC, at least two weeks notice before they conduct their 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 training will be conducted by a representative firm or organization approved by the EEOC. Additionally, Defendant agrees that the EEOC shall, at the EEOC's discretion, be in attendance at each training session(s).

15. Defendant agrees that the training described in paragraph 14 shall be conducted

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within sixty (60) days of the entry of this Decree, and, should thereafter take place by April 30 annually for the duration of this Decree. Defendant further agrees that the training described in paragraph 14 shall be given to all new managers and supervisors, who did not attend the annual training, within thirty (30) days of being placed in a management or supervisory position.

POSTING

16. Adelphia will post within seven days from the Court's execution of this Decree a laminated 11" x 14" sized copy of the Notice attached hereto as Exhibit A. Said notice shall be posted at all of Adelphia's Florida facilities, except the Yulee, Florida and Nassau, Florida facilities which are not a part of Florida's geographical region, for the duration of this Decree in conspicuous locations accessible to all employees (i.e. employee bulletin board or lunch room).

MONITORING

17. No later than June 30, 2002, Adelphia will designate an ombudsperson, at its South Dade facility, for the purpose of receiving complaints of discrimination, including, but not limited to, race and retaliation, for all of Adelphia's Florida facilities, except the Yulee, Florida and Nassau County, Florida facilities which are not a part of Florida's geographical region.

18. Adelphia will retain all employment records relating in any way to any complaint, allegation and investigation of race discrimination or retaliation at all of Adelphia's Florida facilities, except the Yulee, Florida and Nassau County, Florida facilities which are not a part of Florida's geographical region, for the duration of this Decree and as required by Federal law.

19. Adelphia will provide the EEOC with the name, address and phone number of any person who alleges they have been subjected to racial harassment or retaliation while working

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at any of Adelphia's Florida facilities, except the Yulee, Florida and Nassau County, Florida facilities which are not a part of Florida's geographical region, during the preceding six (6) months.

Adelphia will also state its actions taken in response to each such allegation. The first report shall be submitted by December 31, 2002. Adelphia will provide upon request by the Commission any and all documentation associated with each such complaint.

20. Adelphia 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 December 31, 2002, and thereafter by July 1, annually.

MONETARY RELIEF

21. Adelphia shall pay a lump sum in the amount of \$1,050,000.00 in resolution of this litigation. This payment is represents compensatory damages. The monies shall be distributed to the identified claimants pursuant to the distribution schedule provided to Adelphia by EEOC. Adelphia will also issue an I.R.S. form 1099 to the identified claimants substantiating same. All payments shall issue within (30) calendar days from the Court's execution of this Decree, by certified mail to the claimants. Said copies shall be forwarded to the attention of Senior Trial Attorney, Kenneth L. Gillespie, U.S. Equal Employment Opportunity Commission, One Biscayne Tower, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131.

22. If Adelphia fails to tender the above-mentioned payments as set forth in paragraph 21, then Adelphia 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.

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ENFORCEMENT OF DECREE

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

24. The Court will take whatever measures necessary to effectuate the terms of this Decree.

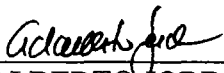
COSTS

25. Each Party shall bear its own costs and fees associated with this litigation.

DURATION OF CONSENT DECREE

26. The duration of this Decree shall be four (4) years from the date of entry of the Decree.

SO ORDERED, ADJUDGED AND DECREED, this 7th day of May, 2002.

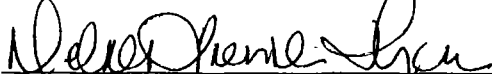


ADALBERTO JORDAN
UNITED STATES DISTRICT JUDGE

AGREED TO:
FOR THE PLAINTIFF,

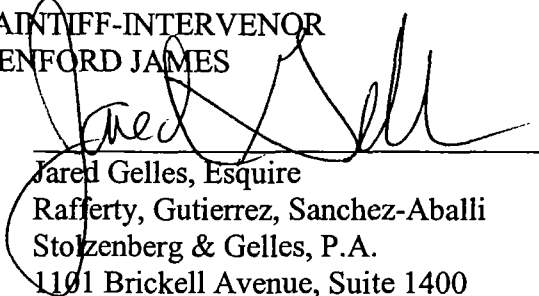
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UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

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

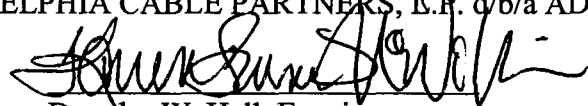
Date: 5/1/02

AGREED TO:
PLAINTIFF-INTERVENOR
GLENFORD JAMES

by: 
Jared Gelles, Esquire
Rafferty, Gutierrez, Sanchez-Aballi
Stolzenberg & Gelles, P.A.
1101 Brickell Avenue, Suite 1400
Miami, Florida 33131

Date: 4/30/02

AGREED TO:
FOR THE DEFENDANT
ADELPHIA CABLE PARTNERS, L.P. d/b/a ADELPHIA CABLE COMMUNICATIONS

by: 
Douglas W. Hall, Esquire
Karen Turner McWilliams, Esquire
VERNER, LIPPERT, BERNHARD
McPHERSON and HAND, CHARTERED
901 15th St. NW Suite 700
Washington, DC 20005
(202) 371- 6000 (Tel)
(202) 371- 6279 (Fax)

Date: 4/30/02

Robert T. Wright, Jr.
COFFEY & WRIGHT, L.L.P.
2665 Bayshore Drive
Penthouse 2B
Coconut Grove, FL 33131

EXHIBIT A

NOTICE POSTING

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**NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND
ADELPHIA CABLE PARTNERS, L.P. d/b/a ADELPHIA CABLE
COMMUNICATIONS.**

This notice is being posted pursuant to a Consent Decree entered by the Court in EEOC vs. Adelphia Cable Partners, L.P. d/b/a Adelphia Cable Communications, Civil Action No. 01-0583-CIV-JORDAN. Adelphia 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 (including racial harassment) religion, color, national origin, or sex. Title VII also protects individuals from retaliation for having complained of an unlawful employment practice. Adelphia will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws, including, but not limited to, racial harassment.

Furthermore, Adelphia, 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 four (4) 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 _____, 2002.

PRESIDENT/CEO, Adelphia Cable Partners L.P.

DO NOT REMOVE BEFORE _____ 2006.

February 11, 2002

NOTICE TO ATTORNEYS AND LITIGANTS

Please be advised that effective February 25, 2002, the chambers of Judge Jordan will fully implement and utilize the Court's FAXBACK program. The Clerk's office will fax orders, notices and judgments to all counsel of record and pro se parties who have provided their fax number to the Court. In the event a party does not have a fax machine, the Clerk's office will send the orders, etc. via U.S. Mail. If you have a fax machine but have not been receiving your orders by fax, please complete the response form provided by the Clerk's office and fax the form to the Clerk's office at 305.523.5226. The FAXBACK program eliminates the need to submit stamped, self-addressed envelopes.

All filings as of February 25, 2002 must include a current service list on a separate page with the following information for each party.

Name of Attorney or *Pro Se* party
Firm Name
Mailing Address
Phone Number
Fax Number

Counsel for _____

For more information, please call 305.523.5212.