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FILED

FEB 25 2000

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

CLERK, USDC / SDFL / WPB

Plaintiff,

v.

CIVIL ACTION NO.
97-10092-CIV-PAINE

OCEAN REEF CLUB, INC.,
f/k/a KEY LARGO GROUP, INC.,
d/b/a OCEAN REEF ACQUISITION CORP.,
f/k/a OCEAN REEF CLUB, INC.,
a not for profit corporation, and
f/k/a OCEAN REEF CLUB, INC.,
a for profit a corporation,

FILED by SP D.C.
MAR 04 2000
CLARENCE MADDOX
CLERK U.S. DIST. CT.
S.D. OF FLA. - W.P.B.

Defendant.

SETTLEMENT AGREEMENT AND ORDER OF DISMISSAL

This action was filed by the Equal Employment Opportunity Commission, Plaintiff ("EEOC"), on September 30, 1997. On December 9, 1997, the EEOC filed an Amended Complaint in an attempt to name the employer and the successor employer. Whereas, the parties desire to settle this matter as a compromise of disputed and contested claims without any admission of liability, the parties hereby enter into this Settlement Agreement.

The Court approves this Settlement Agreement (hereinafter referred to as "Settlement Agreement" or "Agreement"). Therefore, it is ORDERED that:

1. This Court has jurisdiction over the parties and subject matter of this action.
2. Venue is proper.
3. The parties to this Settlement Agreement are the Equal Employment Opportunity

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Commission ("EEOC"), Ocean Reef Club, Inc. (hereinafter referred to as "Ocean Reef") and Key Largo Group, Inc. (hereinafter referred to as "Key Largo"). Key Largo was the claimants' employer when the alleged discrimination occurred. Ocean Reef subsequently purchased substantially all of the assets of Key Largo becoming the successor employer (but not the employer of any of the claimants).

4. By agreeing to and entering voluntarily into this Settlement Agreement, there is no admission, express or implied, that Key Largo or Ocean Reef violated the law and this Settlement Agreement is not and will not be interpreted or construed as containing any such admission.

5. Key Largo and Ocean Reef agree to comply with the ADEA and not to discriminate against any of its employees who oppose any of its practices which the employee believes to be a violation of the Age Discrimination in Employment Act of 1967, as amended, ("ADEA") or who files charges of discrimination with the EEOC alleging violation(s) of such statute or who cooperates with the EEOC in the investigation of any charge.

6. The term of this Settlement Agreement is for three years.

7. Ocean Reef will continue to post all notices required by law and will continue to disseminate and implement a written anti-discrimination policy to all of its employees. Ocean Reef agrees that all newly hired employees will be provided with its anti-discrimination policy upon their hiring by Ocean Reef.

8. Ocean Reef agrees to conduct training for all of its managers and employees at least on an annual basis for the next three years. Ocean Reef agrees that one month after each such training session, it will provide the EEOC with a list of the names of the employees in attendance at the training session, the specific subject discussed, the date of the training session, the duration of

the training session and the name of the individual(s) who provided the training.

9. To the extent that Key Largo becomes operational within the next three years, Key Largo agrees to post, disseminate and implement an anti-discrimination policy to all of its employees; to conduct EEO training for its managers and employees on at least an annual basis for the next three years; and to post all notices as required by the ADEA.

10. Key Largo agrees to pay the total sum of \$30,000, less lawful withholding deductions for federal income tax and employee contributions for social security tax, to be allocated among the individual claimants in amounts to be determined by the EEOC. A W-2 form setting forth the amount paid and the amounts withheld shall accompany each check for each aggrieved individual. By March 3, 2000, the EEOC will provide a list to Key Largo itemizing the amount to be paid to each claimant with their current addresses, which in the aggregate will not exceed the \$30,000 figure noted above. By March 17, 2000, Key Largo will ensure that each claimant's check is mailed, certified mail return receipt, to the addresses provided by the EEOC. Key Largo also agrees to simultaneously provide the Miami District Office of the EEOC with a copy of each check and each withholding statement.

11. If any party to this Agreement fails to comply with this Settlement Agreement, the Court may award reasonable costs and interest at the rate as allowed by law, caused by the noncompliance or delay.

12. Key Largo agrees to provide Linda Pou, with a copy to the EEOC, a letter of reference as found in Exhibit A within 10 days after execution of this Agreement. Additionally, if employment reference inquiries are made about Barbara Epperson, Glenda Register, Linda Pou and/or Carol Bolton, Key Largo will report only their dates of employment, positions held and

that their separation from employment was the result of resignation.

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

14. The terms of this Agreement are binding upon any successors or assigns of Key Largo and Ocean Reef.

15. This case is dismissed with prejudice. The Court retains jurisdiction to enforce this

Settlement Agreement. All pending motions are denied as moot, and this case is CLOSED.

Respectfully submitted,

U.S. Equal Employment Opportunity Commission

Delner Franklin-Thomas

Delner Franklin-Thomas
Regional Attorney

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DATED: 2/18/00

Ocean Reef Club, Inc.

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Cathy M. Stufin
Cathy M. Stufin, Esquire, for
Key Largo Group, Inc.
Fl. Bar No. 0365011
Fisher & Phillips, P.A.

March 2, 2000

James C. Payne

JAMES C. PAINE
UNITED STATES DISTRICT JUDGE

(Company Letterhead)

(Date)

To Whom it May Concern:

_____ was employed with our organization from **(date of hire)** until **(last day of employment)**. Throughout this period of time, _____ was an _____ with our company.

We wish her well in her future endeavors and have no doubt that she will be a valuable asset to your organization.

Sincerely,

Key Largo Representative

[EXHIBIT A]