

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FORT PIERCE DIVISION
Case No.: 00-14289-CIV-ROETTGER/LYNCH

FILED by _____ D.C.
AUG 2 2002
CLARENCE MADDOX
CLERK U.S. DIST. CT.
S.D. OF FLA. FT. LAUD.

UNITED STATES EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

vs.

MIDNIGHT GAMBLER CASINO CRUISES,

Defendant.

NIGHT BOX
FILED

APR 23 2002

CLARENCE MADDOX
CLERK, USDC/SDFL/FTL

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 Defendant, Midnight Gambler Casino Cruises (hereinafter referred to as "MG Cruises"). The Commission and MG Cruises are collectively referred to herein as "the Parties."

2. On September 28, 2000, the EEOC initiated this action by filing its Complaint against Cruises. The EEOC's Complaint alleged that Midnight Gambler Casino Cruises 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 Shirley Dandurand to a racially hostile work environment. The Complaint arose out of the allegations that while employed at the Defendant's place of business, Shirley Dandurand was daily subjected to racial slurs that created an intolerable work environment forcing her to resign.

3. On December 5, 2001, the EEOC filed an amended complaint seeking to add Creative Gaming Systems, Inc., Jamaica Gaming, Inc., Monte Carlo Cruise Concessions, Inc.,

Freeport Casino Cruises, LLC., and Freeport Excursions as Defendants. The EEOC alleged that they, along with Midnight Gambler Casino Cruises, constitute an integrated enterprise. As the court has not ruled on the amended complaint, the Parties stipulate that for the purposes of entering into and enforcement of this Decree Creative Gaming Systems, Inc., Jamaica Gaming, Inc., Monte Carlo Cruise Concessions, Inc., Freeport Casino Cruises, LLC., and Freeport Excursions voluntarily agree to comply with paragraphs 11 through 18 of this Decree notwithstanding the fact that such parties deny that they operate as an "integrated enterprise" and do not believe that such motion would have been granted by the Court.

4. On February 5, 2001, MG Cruises filed its Answer to the EEOC's Complaint. MG Cruises denied that it discriminated against anyone including Ms. Dandurand. MG Cruises and the five entities described in paragraph 3 above expressly deny that they constitute an "integrated enterprise" and expressly deny that they have discriminated against any person in violation of Title VII.

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.

6. The Parties agree that this Decree resolves all claims against MG Cruises alleged in EEOC Charge Number 15M 98 0119 and the Complaints filed in this action. 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. The EEOC represents that it is not aware

of any other pending charges of discrimination against MG Cruises or the entities described in paragraph 3 at this time, in the State of Florida.

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.

GENERAL INJUNCTIVE PROVISIONS

9. MG Cruises, 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.

10. MG Cruises, 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 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

11. MG Cruises will establish a written policy of compliance with Title VII which will be provided to the EEOC by June 1, 2002. A complete copy of this policy will be distributed to all its current employees at all of its facilities by June 30, 2002. MG Cruises further agrees that all new employees will be provided a copy of the policy within one week of employment.

12. To further ensure the effective implementation of Defendant MG Cruises' anti-discrimination policies, MG Cruises will conduct one 4 hour training session annually throughout the duration of this Decree for all of its managers and supervisory personnel at its facilities, 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, and a general description of the category of employees who will be in attendance at the training. The training described above will occur at the offices of Jamaica Gaming, Inc. in New York. If MG Cruises resumes operations, it will provide such training at its then principal place of business. The training will be conducted by the law firm of Boies, Schiller & Flexner, L.L.P., unless otherwise agreed by the Parties. Additionally, Defendant agrees that the EEOC shall, at the EEOC's discretion, be in attendance at each training session(s).

13. Defendant agrees that the training described in paragraph 12 shall be conducted within ninety (90) days of the entry of this Decree, and, should thereafter take place annually for the

duration of this Decree. Defendant further agrees that the training described in paragraph 12 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

14. MG Cruises 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 MG Cruises facilities for the duration of this Decree in conspicuous locations accessible to all employees (i.e. employee bulletin board or lunch room).

MONITORING

15. MG Cruises will retain all employment records relating in any way to any complaint, allegation and investigation of race discrimination or retaliation at any of MG Cruises' facilities for the duration of this Decree and as required by Federal law.

16. MG Cruises 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 at any of MG Cruises's facilities during the preceding six (6) months. MG Cruises will also state its actions taken in response to each such allegation. The first report shall be submitted by July 31, 2002. MG Cruises will provide upon request by the Commission any and all documentation associated with each such complaint.

17. MG Cruises 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 July 31, 2002, and thereafter by June 30 and December 31 annually.

18. All notices and certifications required to be completed under the terms of this Decree shall be forwarded to the attention of Trial Attorney Heui Young Choi, at EEOC, Miami District Office, 2 South Biscayne Blvd, Suite 2700, Miami, Florida 33131.

MONETARY RELIEF

19. MG Cruises shall pay \$25,000 in resolution of this litigation. The monies shall represent compensatory and punitive damages. MG Cruises shall issue an I.R.S. form 1099 to Shirley Dandurand substantiating the same. The monies shall be distributed to Shirley Dandurand. The payments shall issue on the dates and the amounts set forth below:

Date	Amount
May 20, 2002	\$5,000
June 20, 2002	\$10,000
July 20, 2002	\$10,000

The payments shall be forward by certified mail or Federal Express to Shirley Dandurand at the address set forth in Exhibit B. Copies of the 1099 and the 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.

20. If MG Cruises fails to tender the above-mentioned payments as set forth in paragraph 19, then MG Cruises 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

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

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

COSTS

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

DURATION OF CONSENT DECREE

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

25. All pending motions are denied as moot; Clerk is directed to close this case.


SO ORDERED, ADJUDGED AND DECREED, this 23 day of Aug, 2002.



NORMAN C. ROETTGER
UNITED STATES DISTRICT JUDGE

AGREED TO:

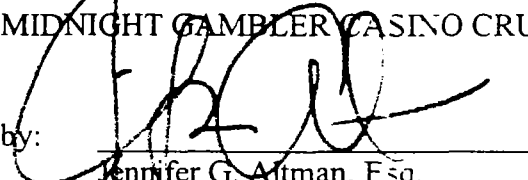
FOR THE PLAINTIFF,
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

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: 4/23/02

AGREED TO:

FOR THE DEFENDANT
MIDNIGHT GAMBLER CASINO CRUISES

by: 
Jennifer G. Altman, Esq.
Boies Schiller & Flexner, L.L.P.
Bank of America Tower
100 Southeast 2nd Street, Suite 2800
Miami, Florida 33131

Date: 4-23-02

EXHIBIT A

**NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND
MIDNIGHT GAMBLER CASINO CRUISES**

This notice is being posted pursuant to a Consent Decree entered by the Court in EEOC vs. Midnight Gambler Casino Cruises, Civil Action No. 00-14289-CIV-ROETTGER/LYNCH. MG Cruises 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. MG Cruises will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws, including, but not limited to, racial harassment.

Furthermore, MG Cruises 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, MIDNIGHT GAMBLER CASINO CRUISES

DO NOT REMOVE BEFORE _____ 2007.

EXHIBIT B

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
FORT PIERCE DIVISION
Case No.: 00-14289-CIV-ROETTGER/LYNCH

UNITED STATES EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

vs.

MIDNIGHT GAMBLER CASINO CRUISES,

Defendant.

Shirley Dandurand's Mailing Address

2592 S.E. Burton Street
Port St. Lucie, Florida 34952