

UNITED STATES DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE DIVISION

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CLERK OF DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
JACKSONVILLE, FLORIDA

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
PLAINTIFF,)
v.)
)
OCEANFRONT ASSOCIATES, INC. d/b/a)
THE SEA TURTLE INN,)
)
and)
)
HURON JACKSONVILLE, L.P.)
)
and)
)
COASTAL HOTEL GROUP, INC.)
)
DEFENDANTS.)

Case No.: 98-1253-CIV-J-10A

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CONSENT DECREE

1. This Consent Decree ("the Decree") is made and entered into by and between Plaintiff, the Equal Employment Opportunity Commission ("the Commission" or "EEOC") and Defendants Huron Jacksonville, L.P. ("Huron") and Coastal Hotel Group ("Coastal"). The Commission, Huron and Coastal are collectively referred to herein as "the Parties".

2. On December 23, 1998, EEOC initiated this action by filing its Complaint against Oceanfront Associates, Inc., ("Oceanfront"), alleging that Oceanfront violated the Age Discrimination in Employment Act ("ADEA"), as amended. Huron and Coastal are also named as Defendants in the action and are alleged to be "successors" to Oceanfront. The Complaint arose out of allegations in an EEOC charge filed by Phyllis Buit ("Buit") against her then employer

SCANNED

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Oceanfront.

3. On March 12, 1999, and March 16, 1999, respectively, Huron and Coastal filed their Answers to EEOC's Complaint, denying their actions were discriminatory in any way, and denying that they are successors to, or otherwise responsible for, Oceanfront's conduct.

4. In the interests of resolving this matter, to avoid the costs of litigation, and as a result of having engaged in extensive 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.

5. The Parties agree that this Decree resolves all claims against Huron and Coastal arising out of EEOC Charge Number 15E960264, and the Complaint filed in this action, and constitutes a complete resolution of all claims that were made by the Commission against Huron and Coastal in this action, or that existed against them 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.

6. This Decree constitutes the complete agreement between the EEOC and Huron and Coastal with respect to the matters referred to herein. No representations or inducements to compromise this action have been made, other than those recited or referenced in this Decree. No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing, approved by all parties to this Decree and approved or ordered by the Court.

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:**

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.

GENERAL INJUNCTIVE PROVISIONS

8. Huron and Coastal, their officers, managers, agents and partners, agree that they will not engage in conduct which violates the ADEA, as amended, by adversely affecting the terms and conditions of any individual's employment, or by discharging an employee or failing to hire an applicant for employment because of the age of that person. Huron and Coastal further agree that they will not condone any discriminatory practices engaged in by their employees and will take prompt and effective remedial action when they become aware of any such employee conduct.

9. Huron and Coastal, their officers, managers, agents and partners, agree that they will not discriminate against any employee or applicant for employment who opposes any practice which the employee believes to be a violation of the ADEA; 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. Huron and Coastal further agree that they will not condone any discriminatory practices engaged in by their employees and will take prompt and effective remedial action when they become aware of any such employee conduct.

TRAINING

10. Since Huron has no employees, Coastal has established a written policy of compliance with the ADEA. A copy of its ADEA compliance policy has been provided to the EEOC and a complete copy of its ADEA policy has been provided to all its employees at the Sea Turtle Inn located in Jacksonville, Florida.

11. In order to further insure the effective implementation of Huron and Coastal's anti-discrimination policies, Coastal will conduct employment discrimination training, including all aspects of the ADEA, for all of its managers and supervisory personnel at its Sea Turtle Inn, located in Jacksonville, Florida. Such training will be at least a one-half day session in length and will be conducted either by the law firm of Laner, Muchin, Dombrow, Becker, Levin & Tominberg, or by a duly qualified person who is knowledgeable in the area of employment discrimination, by June 30, 2000. A representative of the EEOC will be allowed to attend this training session if the EEOC so chooses.

POSTING

12. Huron and Coastal will post the notice attached hereto as Exhibit A on or before February 29, 2000, in a conspicuous employee location at the Sea Turtle Inn, located in Jacksonville, Florida. Said notice shall remain posted for a period of two (2) years.

MONITORING

13. Huron and Coastal will retain all employment records, including applications for employment, as required under federal law, or for the duration of this Decree, whichever is longer.

14. Huron and Coastal agree to provide the EEOC with certification that they conducted the training referenced in paragraph 11 within fourteen (14) days after the session occurs, or by July 14, 2000, at the latest.

15. Huron and Coastal agree to provide the EEOC with certification that they posted the notice referenced in paragraph 12 within seven (7) days from the Court's execution of this Decree.

16. Huron and Coastal will forward all certifications referenced in paragraphs 14 and 15, as well as any copies of their training session as referenced in paragraph 11, to the attention of

M. Teresa Rodriguez, EEOC Trial Attorney, U.S. Equal Employment Opportunity Commission, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131.

MONETARY RELIEF

17. Huron and Coastal shall pay Phyllis Buit \$ 32,500.00 dollars, less the employee's portion of amounts required to be withheld for federal, state and local taxes. Huron and Coastal shall be responsible for the payment of the employer's share of any federal, state, local or social security withholding. The check shall be sent via Federal Express, Priority Overnight, to Phyllis Buit at: 10746 Bahia Drive, Jacksonville, Florida 32246. Huron and Coastal agree to simultaneously provide the Miami District Office of the EEOC with a copy of the check, and a form setting forth the amounts paid and the amounts withheld, which will be forwarded to the attention of M. Teresa Rodriguez, EEOC Trial Attorney, U.S. Equal Employment Opportunity Commission, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131. This payment shall be made within thirty (30) business days from the date of entry of this Consent Decree by the Court.

18. If the payment set forth in paragraph 17 is not made, then Coastal 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.

DISPUTE RESOLUTION

19. In the event that any of the Parties to this Decree believes that a party has failed to comply with any provisions(s) of this Decree, the complying party shall notify the alleged non-complying party in writing of such non-compliance and afford the alleged non-complaining party ten (10) business days to remedy the non-compliance or satisfy the complaining party that it has complied. If the dispute is not resolved within ten (10) business days, the complaining party may apply to the Court for appropriate relief.

ENFORCEMENT OF DECREE

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

COSTS

21. Each Party shall bear its own costs and attorneys' fees associated with this litigation.

DURATION OF CONSENT DECREE

22. The duration of this Decree shall be two (2) years from the date of entry of the Decree.

23. This case will be dismissed with prejudice. However, the Court will retain jurisdiction to enforce this Consent Decree during the two- year period that said Decree is in effect.

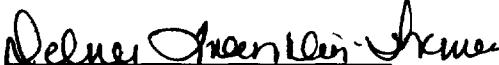
SO ORDERED, ADJUDGED AND DECREED, this 30th day of ~~April~~^{May}, 2000.

WM. TERRELL HODGES

WM. TERRELL HODGES
UNITED STATES DISTRICT JUDGE

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

By:  Date: 4-7-00
Delner Franklin-Thomas, Esq.
Regional Attorney
U.S. Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower, Suite 2700
2 South Biscayne Boulevard
Miami, Florida 33131

AGREED TO:
FOR THE DEFENDANTS,
HURON JACKSONVILLE, L.P. AND COASTAL HOTEL GROUP, INC.

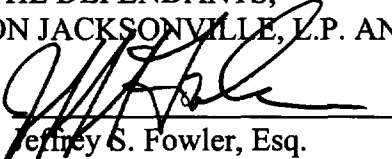
By:  Date: 3/23/00
Jeffrey S. Fowler, Esq.
Laner, Muchin, Dombrow, Becker, Levin & Tominberg
515 North State Street, Suite 2800
Chicago, Illinois 60610

EXHIBIT "A" NOTICE
NOTICE TO ALL EMPLOYEES

This notice is being posted pursuant to a Consent Decree in EEOC v. Oceanfront Associates, Inc. d/b/a The Sea Turtle Inn et. al., Case No.: 98-1253-CIV-J-10A in the Middle District of Florida. Huron Jacksonville, L.P. and Coastal Hotel Group, Inc. (purchased the Sea Turtle Inn on or about February, 1997,) acquired the assets of Oceanfront Associates, Inc. and have agreed that they will not discriminate against employees in violation of the Age Discrimination in Employment Act ("ADEA"). The ADEA, protects individuals from age discrimination in all aspects of their employment, including hiring, promotions and discharge. Huron Jacksonville, L.P. and Coastal Hotel Group, Inc. assure their employees that they support the ADEA 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.

This notice shall remain posted for two years from the date signed. Employees or applicants for employment who have questions about their rights under the ADEA or any other federal anti-discrimination law may telephone the Miami District Office of the Equal Employment Opportunity Commission at 1-800-669-4000, (305) 530-6001, (305) 530-6004 or (305)530-6012.

Signed this ____ day of _____, 2000.

Title, Huron Jacksonville, L.P.

Title, Coastal Hotel Group, Inc.