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U.S. DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

FILED BY

98 AUG 13 PM 1:30

CLERK U.S. DIST. CT.  
S.D. OF FLA. - MIAMI

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )

Plaintiff, )

v. )

QUADOMAIN RECREATION )  
ASSOCIATION, INC. )

Defendant. )

Civil Action No.  
97-6531-CIV-DIMITROULEAS

FILED BY *[Signature]* D.C.  
AUG 31 1998  
CLERK U.S. DIST. CT.  
S.D. OF FLA. - MIAMI

CONSENT DECREE

The Plaintiff, the Equal Employment Opportunity Commission ("EEOC"), filed this action on April 30, 1997, alleging a violation of Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991, to correct unlawful employment practices on the basis of sex. The complaint alleged that the Defendant, Quadomain Recreation Association, Inc., violated the law when it failed to provide Carmel Marengo with a workplace free of unwelcome sexual harassment.

This Consent Decree is designed to resolve the disputes between the parties with regard to this lawsuit. This Consent Decree is being entered by mutual agreement of the parties solely for the purpose of settlement. It is understood and agreed that

*[Handwritten signature]*

this Consent Decree is a settlement of disputed claims, and that it shall not constitute an adjudication on the merits of this lawsuit and shall not be construed as an admission by Defendant of any violation of Title VII or any executive order, law, rule or regulation dealing with or in connection with sexual harassment or retaliation or of any other liability.

In consideration of their mutual promises, the EEOC and the Defendant agree as follows.

1. This Court has jurisdiction of the subject matter of this action and the parties.
2. Venue is proper.
3. Defendant, its officers, managers, employees, agents and partners, are permanently enjoined from engaging in any unlawful employment practices based on sex.
4. Defendant, its officers, managers, employees, agents and partners, are permanently enjoined from discriminating against any employee who opposes any of Defendant's practices which the employee believes to be a violation of Title VII; or 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.

5. Defendant agrees, within 14 days from entry of the consent decree, to establish a written policy of compliance with Title VII of the Civil Rights Act of 1964 (Title VII) and a sexual harassment policy, with complaint procedures, acceptable to the EEOC. The policy will thereupon be given to all employees of Defendant, and to all other employees upon hire.

6. Defendant agrees to give every employee, including new hires, a fact sheet outlining the protections offered by the Americans With Disabilities Act, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1965, and the Equal Pay Act.

7. In order to further ensure the effective implementation of Defendant's nondiscrimination policy, Defendant agrees to conduct training on prevention of sexual harassment, plus an overview of the other types of discrimination protected against by Title VII, ADEA, ADA, and the EPA, for all of its managers within 30 days after establishment and distribution of the sexual harassment policy, as referenced in paragraph 5. This training shall be provided by the EEOC or another organization approved by the parties and shall last at least 3 hours. Defendant agrees that 30 days after this 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, and the date of the

training session. Defendant also agrees to provide the EEOC with at least two weeks notice before it conducts its training session and to provide copies of the training materials to the EEOC. Defendant agrees to allow the EEOC, within EEOC's discretion, to be in attendance at any such training session.

8. Defendant agrees to post within seven days from the date of execution of this Consent Decree the notice attached hereto as Exhibit A.

a. Said notice shall be posted for three years on the bulletin board located by the employee time clock.

b. At the end of each six month period following the execution date of this order, Defendant will certify in writing to Plaintiff whether the notice has remained posted for the entire preceding six month period.

9. Defendant agrees to provide, in writing, to Plaintiff the names, addresses, phone numbers and employment status, including job title, of each employee at Quadomain who has reported that s/he has been sexually harassed. Defendant will also provide information on any investigation of sexual harassment that have been initiated and the results of such investigation. Such information shall be reported to the Plaintiff at the expiration of each six month period, following the execution date of this order.

All reports will be mailed to the EEOC, 1 Biscayne Tower, Suited 2700, Miami, FL 33131, Att: Rachel Shonfield.

10. Defendant hereby agrees to pay Carmel Marengo \$17,000.00, as a payment of compensatory and punitive damages.

11. Within 14 days after the entry of the Court's Order, Defendant will mail, certified mail return receipt, a check for the amount referred to in paragraph 10 to Carmel Marengo at 777 NW 103 Terrace, Pembroke Pines, FL 33026. Concurrent with the mailing of the check, Defendant agrees to copy Plaintiff on the mailing and the certified return receipt.

12. If the Defendant fails to tender the above-mentioned payment, the Defendant shall:

(a) 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

(b) bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

13. Defendant agrees to maintain employment applications and such other records as required by Title VII.

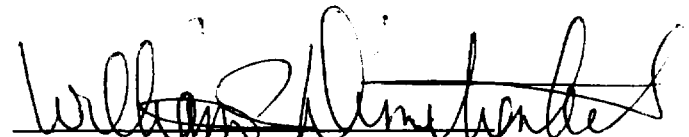
14. The terms of this Consent Decree are binding upon any successors, assigns or trustees of the parties.

15. The Court shall retain jurisdiction of this cause for a period

of three years to monitor this Consent Decree. At the end of three years, this Decree will expire unless one of the parties petitions to have it extended.

16. This Consent Decree is designed and entered into by the parties to fully resolve all claims brought by the EEOC in the above captioned lawsuit. Nothing in this Consent Decree shall preclude the EEOC from bringing suit to enforce the terms of this Judgment; nor shall this Judgment preclude future action by the EEOC or other persons to remedy any other alleged violations of Title VII by claims unrelated to Civil Action No. 97-6531-CIV-DIMITROULEAS. Notwithstanding, all claims relating to the action are extinguished.

DONE AND ORDERED in Chambers at <sup>Fort Lauderdale</sup> ~~Miami~~, Florida, this 31 day of August, 1998.

  
WILLIAM P. DIMITROULEAS  
United States District Judge

Agreed:

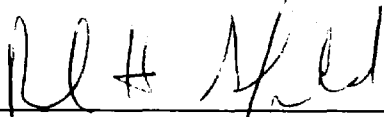
FOR THE PLAINTIFF:  
UNITED STATES EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION

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FOR THE DEFENDANT:

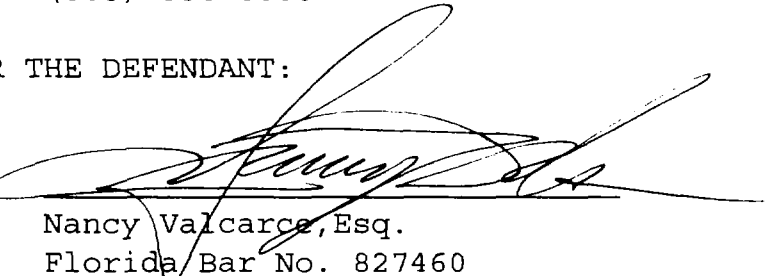
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\_\_\_\_\_  
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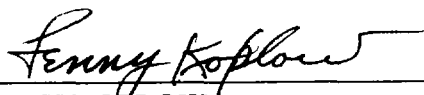
EXHIBIT A  
NOTICE

This notice is being posted as part of a Consent Decree entered by the Court in EEOC v. Quadomain Recreation Association, Civil Action No. 97-6531-CIV-MIDDLEBROOKS. The Consent Decree was entered into by mutual agreement of the parties. As part of the Consent Decree, The Quadomain Association, has agreed that it will not discriminate against employees in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Furthermore, Quadomain, 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.

This notice shall remain posted for three 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 toll free at 1-800-669-4000 or (305) 530-6001.

Signed this 20<sup>th</sup> day of JULY, 1998.

  
\_\_\_\_\_  
LENNY KOPLOW,  
QUADOMAIN RECREATION ASSOCIATION, INC.