

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA

FILED
U.S. DIST. COURT
MIDDLE DIST. OF LA.

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SIGN
RICHARD T. MARTIN
CLERK

EQUAL EMPLOYMENT OPPORTUNITY *
COMMISSION, *

Plaintiff *

v. *

LOUISIANA GUEST HOUSE, *

Defendant *

CIVIL ACTION NO. 98-964

SECTION A

MAGISTRATE 3

CONSENT MOTION TO DISMISS COMPLAINT

NOW COMES Plaintiff Equal Employment Opportunity Commission ("Commission") and moves this Court to dismiss its Complaint on the grounds that the Commission and the Defendant have entered into a settlement agreement which resolves the Commission's interest in the charge that resulted in the filing of the Complaint, but does not resolve claims of Intervenor Mark Morehouse. A true copy of this Settlement Agreement is attached to this motion. Undersigned counsel for the Commission certify that this Agreement resolves the charge to the satisfaction of the Commission and the Defendant without the necessity of a court-ordered decree. Undersigned counsel further certify that they have obtained the consent of all parties to dismiss the Complaint *ex parte*, with the understanding that the Intervenor Mark Morehouse may prosecute his Complaint In Intervention against the Defendant, that the parties to the Settlement Agreement are to bear their own costs, and that the Court retains jurisdiction to enforce the



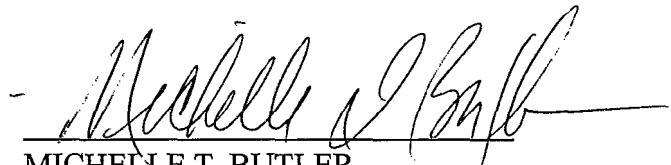
3:98-cv-00964 6 - 1

Settlement Agreement between the Commission and the Defendant, if necessary. Accordingly, the Commission moves this Court to dismiss its Complaint, with prejudice, each party to the Settlement Agreement to bear its own costs.

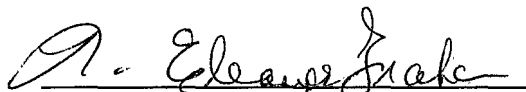
Respectfully submitted,

C. GREGORY STEWART
General Counsel
No Bar Roll Number Assigned

KEITH T. HILL
Regional Attorney
Bar Roll No. 152000



MICHELLE T. BUTLER
Supervisory Trial Attorney
Bar Roll No. 1286

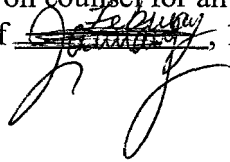
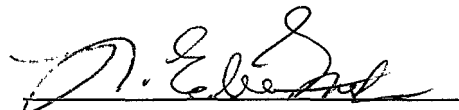


N. ELEANOR GRAHAM
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CERTIFICATE OF SERVICE

I, N. Eleanor Graham, hereby certify by my signature that I have served the foregoing pleading on counsel for all parties via properly addressed, first-class United States mail, this 8th day of February, 1999.

A handwritten signature in black ink, appearing to be initials or a stylized name, located below the date in the text.A handwritten signature in black ink, clearly legible as "N. Eleanor Graham", written over a horizontal line.

N. Eleanor Graham

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF LOUISIANA

EQUAL EMPLOYMENT OPPORTUNITY	*	
COMMISSION,	*	
	*	<u>CIVIL ACTION NO.</u>
Plaintiff,	*	
	*	
v.	*	98-964
	*	
	*	SECTION A
	*	
LOUISIANA GUEST HOUSE,	*	MAGISTRATE 3
	*	
Defendant	*	

SETTLEMENT AGREEMENT

WHEREAS, on November 13, 1998, the Equal Employment Opportunity Commission ("EEOC" or "the Commission") instituted Civil Action Number 98-964 in the United States District Court for the Middle District of Louisiana, charging Louisiana Guest House ("defendant") with violations of Section 2000 e-2 (a) of Title VII of the Civil Rights Act, 42 U.S.C. § 2000 e-2 (a) ("Title VII"), alleging that the defendant discriminated against Mark Morehouse on the basis of his religion; and

WHEREAS, defendant has not admitted and does not admit that it has engaged in any unlawful employment practices; and

WHEREAS, this Court has jurisdiction over the subject matter of this action and over the parties to this action; and

WHEREAS, the Commission and the defendant have agreed to settle this matter for the relief specified in this Settlement Agreement; and

WHEREAS, the parties to this lawsuit now wish to resolve all claims and controversies encompassed by this lawsuit without the burden, expense or delay of further litigation and without a court-ordered Consent Decree;

THEREFORE IT IS AGREED BETWEEN THE COMMISSION AND THE DEFENDANT THAT:

1. The negotiation and execution of this agreement will resolve any and all claims of alleged Title VII violations brought by the Commission against the defendant arising out of EEOC Charge Number 270-98-0717.

2. The purposes of the Title VII will be furthered by this agreement, the terms of which constitute a fair and equitable settlement.

3. Neither the negotiation nor execution of this agreement shall constitute an acknowledgment or admission of any kind by the defendant that its officers, agents or employees have violated or have not been in compliance with Title VII or with any other applicable law, regulation or order.

4. This Settlement Agreement relates only to the alleged Title VII violation raised in EEOC Charge Number 270-98-0717 and Civil Action Number 98-964, which was filed by the Commission in the United States District Court for the Middle District of Louisiana, on November 13, 1998.

5. Defendant agrees to pay Mark Morehouse the sum of \$12,000 as damages in return for a dismissal of the referenced Title VII suit brought by the Commission and for a release from any and all Title VII claims raised by Charge Number 270-98-0717. The parties acknowledge that prior to defendant's execution of this agreement that the defendant has

tendered payment directly to Mr. Morehouse via letter dated December 16, 1998.

6. The parties further agree that after the execution of this agreement the defendant shall continue to post conspicuously at its Baton Rouge, Louisiana facility all equal employment opportunity and anti-discrimination notices required by federal regulations.

7. The parties further agree that within 120 days after execution of this agreement the defendant will provide Title VII training for its administrator and managers at its Baton Rouge, Louisiana facility and that such training will include instruction about the prohibitions of religious discrimination under Title VII.

8. The parties acknowledge that the Court retains jurisdiction for the purpose of enforcing this agreement and that in the event the defendant fails to perform its obligations herein, the Commission is empowered to enforce this Settlement Agreement through the applicable federal enforcement procedures and to seek sanctions and costs that may be due as a result of the need to seek its enforcement.

9. Should any provision of this agreement be declared or be determined by any Court to be illegal or invalid, the validity of the remaining parts, terms or provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this agreement.

10. The parties will each bear their own attorneys' fees and costs incurred in connection with the litigation of this case.

11. This Settlement Agreement sets forth the entire agreement between the Commission and defendant, and fully supersedes any and all prior agreements or understandings

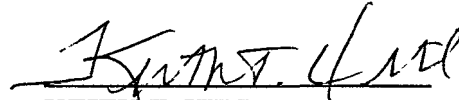
between the Commission and defendant pertaining to the subject matter herein.


This SETTLEMENT AGREEMENT is thus done and executed by the parties, through their respective undersigned counsel as follows.


FOR THE PLAINTIFF:

Date: 11/23/98

C. GREGORY STEWART
General Counsel
No Bar Roll Number Assigned

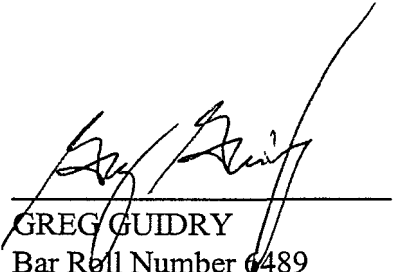

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FOR THE DEFENDANT:

Date: 12/17/98



GREG GUIDRY

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