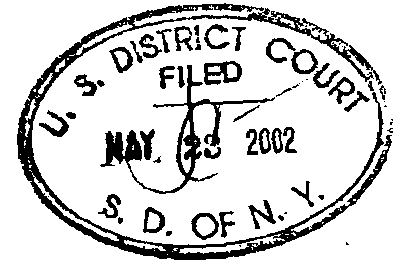


33104  
DO # 85  
UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK



-----X  
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

v.

LE BAR BAT, INC. and DIE FLIEDERMAUS, L.L.C.,

Defendants.  
-----X

99-CV - 1732 (RWS)

DOC # 85

CONSENT DECREE

This cause of action was initiated on March 9, 1999, by the Equal Employment Opportunity Commission (hereinafter "EEOC"), an agency of the United States Government, alleging that Defendant Die Fliedermaus LLC (hereinafter "Die Fliedermaus") violated Title VII of the Civil Rights Act of 1964, as amended, and Title I of the Civil Rights Act of 1991, by engaging in unlawful employment practices of sexual harassment, retaliation, constructive discharge and/or race discrimination against Angela Boggs, Kimberly Joy HawkesMyles, Shereece Holman, Staci Pollard, Rhonda Roenfeldt and Madilyn Wade.

EEOC and Die Fliedermaus agree that it is in their mutual interest to fully resolve the matter without further litigation. This agreement is not an admission of liability by Die Fliedermaus.

EEOC and Die Fliedermaus do hereby stipulate and consent to the entry of this Decree as final and binding between the parties signatory hereto and their successors or assigns.

EEOC and Die Fliedermaus have agreed that this Decree may be entered without Findings of Fact and Conclusions of Law having been made and entered by the Court.

MAY 24 2002 9:00 AM

In consideration of the mutual promises of EEOC and Die Fliedermaus, the sufficiency of which is hereby acknowledged, it is agreed and IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. This Decree resolves the EEOC's claims as alleged in the Complaint filed herein.
2. EEOC and Die Fliedermaus agree that this Court has jurisdiction of the subject matter of this action and of the parties, that venue is proper, and that all administrative prerequisites have been met.
3. Neither EEOC nor Die Fliedermaus shall contest the jurisdiction of the federal court to enforce this Decree and its terms or the right of any party to bring an enforcement suit upon breach of any of the terms of this Decree by any other party. Breach of any term of this Decree should be deemed to be a substantive breach of this Decree. Nothing in this Decree shall be construed to preclude EEOC from bringing proceedings to enforce this Decree in the event that Die Fliedermaus fails to perform any of the promises and representations contained herein.
4. Nothing in this Consent Decree shall impact Intervening Plaintiffs' claims under Title VII. EEOC shall provide Intervening Plaintiffs with Right to Sue letters to acknowledge that they maintain their Title VII claims no later than five (5) days following the entry of this Decree. Nothing in this Consent Decree shall impact on Intervening Plaintiffs' claims in their lawsuit, 99 Civ. 2451.
5. EEOC shall withdraw its proof of claims in the bankruptcy action, *In re Die Fliedermaus LLC d/b/a Le Bar Bat*, 01 B 42518 (ALG) no later than five (5) days following the entry of this Decree.

6. Die Fliedermaus shall adopt, maintain and distribute an Equal Employment Opportunity Policy and Policy against Sexual Harassment attached as Exhibit A. Die Fliedermaus will distribute the policy to all of its management and staff within one (1) month of the entry of the Consent Decree. The policy shall be distributed to all management and staff hired after that period, within three (3) days of hire for the duration of the Consent Decree.
7. Die Fliedermaus will provide a four (4) hour anti-discrimination training for all management staff and a two (2) hour training for all staff, to be conducted by Amanda M. Fugazy of ReedSmith. Die Fliedermaus will complete this training within one (1) month of the date of entry of this Decree, and will forward to EEOC a summary of the topics covered and a copy of the attendance sheet, listing names and positions, within five (5) days of the completion of the training program. These training sessions shall be repeated once every year for the duration of the Consent Decree.
8. For the duration of this Decree, Die Fliedermaus shall provide a written report to the Legal Unit of EEOC, New York District Office, with information regarding any verbal or written complaints of sexual or racial harassment or discrimination from its employees which were received by Die Fliedermaus within thirty (30) days of receiving any such complaints. Die Fliedermaus shall provide to the Legal Unit of EEOC, New York District Office, the name of the complainant, the name of the alleged harasser, a summary of the complaint, the results of any investigation of the complaint, and remedial action, if taken by Die Fliedermaus. All such information provided on any such complaint shall be held in confidence by the EEOC as required pursuant to 42 U.S.C. 2000e-8(e) and 29 C.F.R. § 1601.22, unless litigation is subsequently commenced on that complaint. Every three (3) months during the time period of this Consent

Decree, commencing three (3) months after the entry of the Decree, Die Fliedermaus shall submit a report listing the formal or informal sex or race discrimination or harassment complaints received during that period, or stating that they have received no such complaints during that preceding three (3) month period.

9. Within three (3) days of the entry of this Decree, Die Fliedermaus will arrange for the posting of the Notice attached as Exhibit B. Die Fliedermaus agrees to substitute an identical notice with EEOC's permanent address and phone numbers once EEOC obtains and provides this information.

10. Die Fliedermaus and its agents are enjoined from discriminating against any individual because of her or his sex or race.

11. Die Fliedermaus and its agents are enjoined from retaliating against any individual for asserting her or his rights under Title VII. Die Fliedermaus and its agents are also enjoined from retaliating against any individual who has participated in this matter or asserted her or his rights under Title VII.

12. EEOC and Die Fliedermaus shall bear their own attorney fees and costs incurred in this action.

13. This Decree constitutes the complete understanding among EEOC and Die Fliedermaus. No other promises or agreement shall be binding unless agreed to in writing and signed by these parties.

14. This Decree will remain in effect for three (3) years from the date of entry.

*Katherine E. Bissell*

Katherine Bissell  
Regional Attorney  
For PLAINTIFF EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
New York District Office  
(temporary address)  
201 Varick St., Room 1009  
New York, New York 10014  
917-734-3598 (temporary cell number)

Dated:

5/16/02  
New York, New York

*Annmarie P. Venuti*

Annmarie P. Venuti  
For DEFENDANT DIE FLIEDERMAUS LLC  
565 Plandome Road, Suite 336  
Manhasset, New York 11939  
516-922-8284

Dated:

5/14/02  
Manhasset, New York

SO ORDERED, ADJUDGED, AND DECREED

Signed this 20 day of May, 2002

*[Signature]*  
Robert W. Sweet  
United States District Court Judge, S. D.N.Y.

ON THE DOCKET ON 5/29/02

## **POLICY AGAINST SEXUAL HARASSMENT**

Le Bar Bat is committed to providing a work environment that is free of discrimination. In keeping with this commitment, the Company maintains a strict policy prohibiting unlawful harassment, including sexual harassment. This policy applies to all Company agents and employees, including supervisors and non-supervisory employees. Furthermore, it prohibits harassment in any form, including verbal, physical and visual harassment.

Sexual harassment is against the law and is a form of misconduct which undermines the employment relationship and impairs morale and productivity. No employee – either male or female – should be subjected to unsolicited and unwelcome sexual overtures or conduct, either verbal, physical or pictorial, or requests for sexual favors.

It is improper for anyone to imply or suggest that an applicant or employee's cooperation of a sexual nature (or refusal to cooperate) will have any effect on the individual's employment, assignment, compensation, advance, career development, or any other term or condition of employment.

Conduct specifically prohibited includes: unwelcome sexual advances, offensive sexual flirtations, lewd remarks, advances or propositions; verbal abuse of a sexual nature; graphic or degrading verbal comments of a sexual nature about an individual's appearance; the display of sexually explicit or suggestive objects or pictures; hugs, touches, kisses, or any sexually offensive or abusive physical contact.

If you believe that you have been subjected to unlawful harassment from anyone, including owners, supervisors, fellow employees, vendors, or customers, you should bring the problem to

**EXHIBIT A**

the attention of responsible company management. Report your complaint to your direct manager or the General Manager. If you are unable to speak to these individuals, you may call Annmarie P. Venuti (516-922-8284). All complaints will be thoroughly investigated, including private, confidential in-person interview(s) with the employee(s) making the complaint. The Company prohibits retaliation in any form against any employee filing a complaint of discrimination or harassment, or for supporting, in any way, a complaint of discrimination or harassment, or for assisting in any way in the investigation of a complaint of harassment or discrimination.

Le Bar Bat takes allegations of sexual harassment very seriously and will investigate all complaints of sexual harassment and take appropriate corrective action, including disciplinary measures up to and including discharge when justified, to remedy all violations of this policy.

We are committed to good faith efforts to provide the opportunity for all employees to perform at full capacity in accordance with their qualifications in an atmosphere free from harassment and discrimination. The high standards of our employees have contributed to our success over the years. Le Bar Bat expects your continued support in maintaining the highest level of professional conduct in our company.

I have read Le Bar Bat's policy against harassment and I understand and agree to comply.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signed by:  
(Please Print Name Below Signature)

\_\_\_\_\_  
Witness:

**Equal Employment Opportunity Policy**

It is the policy of Le Bar Bat to provide equal employment opportunity and treat all employees equally in every respect regardless of race, color, religion, sex, sexual orientation, national origin, marital status, age, alienage or citizenship status, and disability. Le Bar Bat prohibits discrimination or harassment on any of these basis.

All employment and personnel policies, including hiring, promotions, evaluations, reassignments, compensation benefits, layoffs, and terminations will be administered consistent with equal employment principles and in full compliance with Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, provisions of the Rehabilitation Act of 1973, the Veterans Readjustment Act of 1974, Presidential Executive Orders and all State and City anti-discrimination statutes.

All managers, supervisors and employees will be expected to make consistently diligent efforts to implement this policy in day-to-day employment decisions. Periodic analysis of all personnel actions will be conducted to ensure fair employment practices are followed. Breach of these policies by any employee will be grounds for disciplinary action.

I have read Le Bar Bat's EEO policy and I understand agree to comply.

\_\_\_\_\_  
Signed by:

(Please Print Name Below)

Dated: \_\_\_\_\_

Witness: \_\_\_\_\_





**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
New York District Office**

**NOTICE TO ALL EMPLOYEES OF DIE FLIEDERMAUS,LLC d/b/a LE BAR BAT**

This notice is being posted pursuant to a Consent Decree entered into between Die Fliedermaus LLC, d/b/a/ Le Bar Bat, and the United States Equal Employment Opportunity Commission ("EEOC"), in resolution of Case No. 99 Civ. 1732. This lawsuit alleged that Die Fliedermaus engaged in unlawful employment practices toward female employees on the basis of race and/or sex through harassment, retaliation and/or constructive discharge. The parties have entered into this Consent Decree prior to any ruling or decision from the Court.

Federal law and the Consent Decree prohibit harassment or other discrimination against any individual because of his or her sex or race.

Federal law also prohibits retaliation against any individual by an employer because the individual complains of discrimination, cooperates with the government's investigation or a charge of discrimination, participates as a witness or potential witness in litigation, or otherwise exercises his or her rights under the law.

Should you have any complaints of discrimination, you may call or write the:

Equal Employment Opportunity Commission  
201 Varick St., Room 1009  
New York, New York 10014

Intake Numbers: 212-741-8815 or 212-741-2783

**THIS IS AN OFFICIAL NOTICE AND SHALL NOT BE DEFACED BY ANYONE**

This notice must remain posted for three (3) years from the date of posting, until \_\_\_\_\_, and may not be altered, defaced or covered by any other material.

**EXHIBIT B**