

U.S. DISTRICT COURT
 NORTHERN DISTRICT OF TEXAS
FILED
 JUN 22 2004
 CLERK, U.S. DISTRICT COURT
 By _____ Deputy

UNITED STATES DISTRICT COURT
 NORTHERN DISTRICT OF TEXAS
 DALLAS DIVISION

EQUAL EMPLOYMENT OPPORTUNITY)
 COMMISSION,)
)
 Plaintiff, and)
)
 JACQUE RAINES,)
)
 Intervenor,)
 - v-)
 BLUEGREEN CORPORATION,)
)
 Defendant.)

Civil Action No.
 3-02 CV 1760-K

STIPULATION OF VOLUNTARY DISMISSAL

Comes now Plaintiff Equal Employment Opportunity Commission (EEOC), Intervenor, Jacque Raines ("Raines"), and the Defendant Bluegreen Corporation, by and through undersigned counsel, and pursuant to Rule 41(a), F.R.C.P., hereby voluntarily dismiss this action with prejudice, each party to bear its own costs and expenses.

The parties agree and the Court orders that in the event either party shall seek enforcement of any provision of the settlement agreement in this matter (attached hereto and incorporated herein), that the United States District Court for Northern District of Texas, Dallas Division, shall have jurisdiction over any such action.

Entered this ____ day of June, 2004.

 Judge, U.S. District Court

We so stipulate
 FOR EEOC:
 ROBERT A. CANINO, Regional Attorney

 Robert A. Canino

FOR BLUEGREEN CORPORATION

 [Signature]

TOBY W. COSTAS
Supervisory Trial Attorney
Texas State Bar No. 04855720
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Dallas, TX 75202
(214) 253-2760, (214) 253-2749 (FAX)

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1500 Resurgens Plaza
945 East Paces Ferry Road
Atlanta, Georgia 30326-1125
(404) 240-4233, (404) 240-4249 (FAX)

FOR INTERVENOR



ROBERT RUOTOLO

Texas Bar No. 17398700
GERARD SINGER & LEVICK, PC
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Addison, TX 75001
(972) 380-5533, (972) 380-5748 FAX

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
DALLAS DIVISION**

**EQUAL EMPLOYMENT OPPORTUNITY)
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**Civil Action No.
3-02 CV 1760-K**

SETTLEMENT AGREEMENT

This Settlement Agreement is made and entered into between the Plaintiff, Equal Employment Opportunity Commission (“EEOC”), Intervenor, Jacque Raines (“Raines”), and the Defendant, Bluegreen Corporation (“Company,” as defined below):

In settlement of the above captioned lawsuit, and for and in consideration of the mutual promises, covenants, and agreements made herein by and between the Equal Employment Opportunity Commission (EEOC) and Bluegreen Corporation ("Company" a term which for the purposes of this Agreement includes Company, Bluegreen Communities, Inc., the officers, directors, shareholders, employees, agents, attorneys, contractors, and successors and assigns of each) the parties agree as follows:

1. No Admissions. The parties agree that the entry of the parties into this Agreement, and the agreements contained herein, are not and shall not be construed to be an admission of liability on the part of any party hereto.



2. No Waiver, No Precedent. This Settlement Agreement resolves all issues and all like and related issues raised in EEOC Charge Number 310 A0 0566, as well as all issues in the Complaint filed by the Commission in this action. The Commission does not waive processing or litigating charges or cases, if any, other than the above referenced charge and complaint. The terms of this agreement are unique to the facts and circumstances of this case and shall not serve as precedent, nor shall the EEOC be bound by its terms or agreements, in any other case.

3. Certification by Bluegreen. Bluegreen hereby certifies that as to Bluegreen Communities' Texas Land Division (the "Texas Land Division"), Bluegreen has been doing and will continue to do the following:

a. Bluegreen will continue to provide each of its employees and new hires in its Texas Land Division with copies of its current employee handbook, which handbook includes Bluegreen's policy against all forms of harassment.

b. Bluegreen will continue to provide each of its employees and new hires in its Texas Land Division with a copy of Bluegreen's Policy No. 415 prohibiting sex harassment, which states:

Any employee who feels he/she has been the victim of sexual harassment in violation of this policy should immediately report the complaint to his/her manager, unless the employee is uncomfortable bringing the complaint to that manager,* in which case it should be reported directly to the Director of Human Resources at 561-912-8080, or to the Director of Corporate Legal Affairs at 561-912-8012. IN ADDITION, FOR THE CONVENIENCE OF ITS EMPLOYEES THE COMPANY HAS ESTABLISHED A TOLL FREE TELEPHONE NUMBER: 1-800-600-7342, which may be utilized for any such reports.

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- c. Bluegreen will insert into this Policy at * the phrase “or if any employee believes their supervisor is engaging in harassment,”.
 - d. Bluegreen will continue to educate its Texas Land Division land sales representatives, by having its outside employment law legal counsel conduct training on employment law specifically including laws against discrimination and harassment, within 12 months from this date.
 - e. Bluegreen will continue to post at its various locations within its Texas Land Division the standard legal posters regarding employment discrimination and harassment as required under federal and state laws.
 - f. Bluegreen will post the Notice attached hereto as Exhibit A
 - g. Counsel for Bluegreen shall inform EEOC counsel by letter upon accomplishing items 3 c, d and f, above, and by letters (semi-annually for twenty four months as to item 3h) upon accomplishing item 3h below.
 - h. Bluegreen shall henceforth, and specifically on a semi-annual basis for twenty four months, monitor and review its policies and procedures against discrimination and harassment, and shall evaluate their effectiveness on an on-going basis, including evaluation of the nature and number of complaints received, if any, and the advisability of revisions or additions to its anti-discrimination policies and procedures.
4. Resolution with Intervenor. Bluegreen will cause Jacque Raines to be paid the sum of \$51,000 in alleged damages and \$34,000 attorney fees.

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5. Voluntary Dismissal with Prejudice. The EEOC , Intervenor, and Bluegreen will execute and file, through its attorneys, a Voluntary Dismissal With Prejudice in the form hereto attached as Exhibit B, in that action entitled *EEOC v. Bluegreen Corporation, Inc.*, United States District Court for the Northern District of Texas, Dallas Division, Case No. 3:02-CV-1760-K. It is specifically agreed that should either party seek enforcement of any provision of this settlement agreement, that the United States District Court for the Northern District of Texas, Dallas Division, shall have jurisdiction over any such action.
6. No Reliance upon Other Statements. This Agreement is entered into without reliance upon any statement or representation of any party hereto or parties hereby released other than the statements and representations contained in writing in this Agreement.
7. Entire Understanding. The parties acknowledge that this Agreement contains the entire understanding of the parties and that it may not be modified without the express written consent of the parties hereto.

IN WITNESS WHEREOF the undersigned hereunto set their hands to this Agreement on the dates written below. Executed this 14th day of June, 2004.

FOR EEOC:

FOR BLUEGREEN CORPORATION



ROBERT A. CANINO
Regional Attorney



TOBY W. COSTAS
Supervisory Trial Attorney
Texas State Bar No. 04855720
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207 South Houston
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Exhibit A

**BLUEGREEN NOTICE UNDER TITLE VII
OF COMPANY POLICY AGAINST HARASSMENT**

Bluegreen, as part of its commitment to equal employment and against harassment, reminds all employees that:

- *Federal Law requires there be no discrimination against or harassment of any employee or applicant for employment because of race, color, religion, sex, national origin, age or disability with respect to hiring, compensation, promotion, discharge, or other terms, conditions, or privileges of employment.*
- *Bluegreen Corporation strongly supports and complies with such Federal in all aspects and will not tolerate any action against employees based on exercise of any Federally protected Rights.*
- *Bluegreen Corporation does not tolerate sexual harassment, discrimination, or retaliation for opposing discrimination in the workplace. Any violation of the Company's prohibitions against harassment may lead to discipline up to and including discharge.*
- *Any employee who feels he/she has been the victim of sexual harassment in violation of this policy should immediately report the complaint to his/her manager, unless (i) the employee is uncomfortable bringing the complaint to that manager, or (ii) if any employee believes their supervisor is engaging in harassment, in which cases it should be reported directly to either the Director of Human Resources at 561-912-8080, or to the Director of Corporate Legal Affairs at 561-912-8012. IN ADDITION, FOR THE CONVENIENCE OF ITS EMPLOYEES THE COMPANY HAS ESTABLISHED A TOLL FREE TELEPHONE NUMBER: 1-800-600-7342.*

THIS NOTICE NOT TO BE REMOVED.

EXHIBIT B
UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF TEXAS
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EQUAL EMPLOYMENT OPPORTUNITY)	
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Plaintiff, and)	
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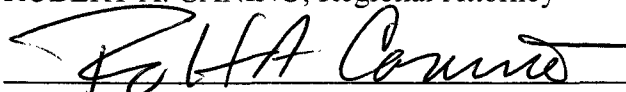
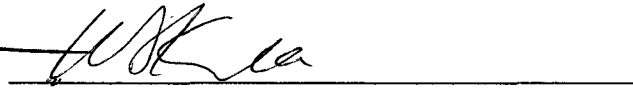
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FOR EEOC:
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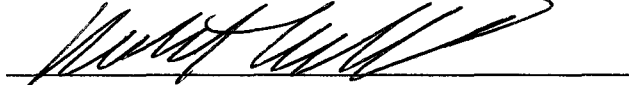
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