

**UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK**

**EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,**

**Plaintiff,**

**v.**

**PAPILLON SALONS & CO., INC.  
a/k/a PAPILLON HAIR SALON & SPA, INC.  
a/k/a PAPILLON SPAS, INC.  
a/k/a PAPILLON HAIR SALON  
& SPA, II, INC.**

**Defendant.**

**X**

**CIVIL ACTION NO.**

**02- 3149 (TCP, ARL)**

**CONSENT DECREE**

**PAPILLON HAIR SALON & SPA, INC.,**

**Third-Party Plaintiff**

**v.**

**MARY TOLNAI and JEFFREY TRICHON**

**Third-Party Defendants**

**X**

**X**

**CONSENT DECREE**

This cause of action was initiated on May 29, 2002 by the Equal Employment Opportunity Commission (hereinafter "EEOC"), an agency of the United States Government,

alleging that DEFENDANT (hereinafter "PAPILLON HAIR SALON & SPA, INC") violated the Age Discrimination in Employment Act ("the ADEA") by engaging in the discharge of claimant Andrienne Spellman, a protected employee under the Act.

The parties 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 DEFENDANT.

EEOC and DEFENDANT 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.

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

In consideration of the mutual promises of each party to this Decree, the sufficiency of which is hereby acknowledged, it is agreed and IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

- A. This Decree resolves all of the issues raised by EEOC Charge Number 160-A1-1361 and the EEOC Complaint in this case.
- B. The parties 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.

C. No party 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 DEFENDANT fails to perform any of the promises and representations contained herein.

D. DEFENDANT represents that it no longer operates a hair salon in New York State. If and when DEFENDANT ever again in the future operates a hair salon during the next two years in New York State, it agrees to the following and to additional provisions in paragraphs E and F: it will provide a two (2) hour anti-discrimination training for all staff and two (2) additional hours for management personnel, to be conducted no later than 90 days after the start of operations. DEFENDANT shall submit to the EEOC no later than 45 days after the start of operations, biographical information regarding the identity of the trainer and a proposed agenda for the training as part of the review and approval process. After completion, DEFENDANT will forward to EEOC a summary of the topics covered and

a copy of the attendance sheet within ten (10) days of the completion of the training program.

- E. Within five (5) days of beginning any operation of a hair salon as specified in Paragraph D, DEFENDANT will post the Notice of non-discrimination attached as Exhibit A.
- F. Within five (5) days of beginning any operation of a hair salon as specified in Paragraph D, DEFENDANT will submit a non-discrimination policy to the EEOC for review, and then with the EEOC's approval will maintain that policy.
- G. DEFENDANT is not liable to the EEOC for any amount in damages. Pursuant to a settlement of a civil case filed in New York Supreme Court, Ms. Spellman is to receive \$20,000 in exchange for discontinuing the civil case in that Court.
- H. DEFENDANT and its agents agree not to discriminate against any individual because of her or his age or engage in retaliation toward any employee.
- I. DEFENDANT and its agents agree not to retaliate against any individual for asserting her or his rights under the ADEA. DEFENDANT and its agents further agree not to retaliate against any individual who has participated in this matter or

asserted her or his rights under the ADEA.

J. Each party shall bear its own attorney fees and costs incurred in this action.

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

L. This Decree will remain in effect for two years from the date of entry.

Dated: New York, NY  
September \_\_, 2005



Elizabeth Grossman, Esq.  
Acting Regional Attorney  
FOR PLAINTIFF EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
New York District Office

33 Whitehall Street  
New York, New York  
(212) 336-3696

Dated: New York, NY  
September 12, 2005



Jeffrey Ruderman  
OF Counsel

Hart & Hart, LLP  
420 Lexington Avenue, Suite 2001  
New York, New York 10170

FOR DEFENDANT PAPILLON HAIR SALON  
& SPA, INC

SO ORDERED:

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JUDGE THOMAS C. PLATT  
UNITED STATES DISTRICT JUDGE

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

Exhibit A

NOTICE

1. This NOTICE to all employees of PAPILLON HAIR SALON & SPA, INC is being posted and provided as part of a consent decree between PAPILLON HAIR SALON & SPA, INC. and the U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION.
2. Federal law requires that there be no discrimination against any employee or applicant for employment because of sex, nor any sexual harassment or creation of a hostile work environment because of an individual's sex. It also requires that there be no discrimination against any employee or applicant who made a complaint of discrimination because of sex, race, national origin, color or religion with respect to hiring, compensation, promotion, discharge, or other terms, conditions, or privileges of employment.
3. PAPILLON HAIR SALON & SPA, INC. strongly supports and will comply with such Federal law in all aspects, and it will not take any action against employees because they have acted on those rights under the law by filing charges with the U.S. Equal Employment Opportunity Commission or by otherwise complaining or opposing employment practices made unlawful under Title VII of the Civil Rights Act of 1964, as amended.
4. The Equal Employment Opportunity Commission maintains offices throughout the United States. Its toll-free telephone number is 1-800-USA-EEOC.
5. This NOTICE will remain posted until August 20, 2007.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
President

DO NOT REMOVE THIS NOTICE UNTIL AUGUST 30, 2007