

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION**

-----)
UNITED STATES EQUAL EMPLOYMENT)
OPPORTUNITY COMMISSION,)

Plaintiff,)

v.)

Civil Action No.:
06-22459-CIV-GRAHAM

VALLEY MANOR SOUTH, INC.)
d/b/a HALPERN'S ETHAN ALLEN)

Defendant.)
-----/

CONSENT DECREE

THE LITIGATION

1. Plaintiff Equal Employment Opportunity Commission ("EEOC") filed this action alleging Defendant, Valley Manor South, Inc. d/b/a Halpern's Ethan Allen. ("Defendant" or "Ethan Allen"), violated Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et. seq.*, ("Title VII") by discriminating against Charging Parties Lourdes Ramos and Juana Dunleavy ("Complainants") on the basis of their sex, female. Specifically, EEOC alleged that Defendant violated Title VII by subjecting the Complainants to a sexually hostile work environment at its Miami, Florida facility. The Defendant specifically denied the allegations contained in the Complaint, or that it committed any violation of law, willful or otherwise, and denies any liability whatsoever.

2. In the interest of resolving this matter and avoiding time and future costs of continuing the litigation and as a result of having engaged in comprehensive settlement

negotiations, the parties have agreed that this action should be finally resolved by entry of this Consent Decree ("Decree"). This Decree fully and finally resolves any and all issues and claims arising out of the Complaints filed by EEOC in this action.

FINDINGS

Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds the following:

a. This Court has jurisdiction of the subject matter of this action and of the parties.

b. No party shall contest the jurisdiction of this Federal Court to enforce this Decree and its terms or the right of the EEOC to bring an enforcement suit upon alleged breach of any term(s) of this Decree.

c. The terms of this Decree are adequate, fair, reasonable, equitable, and just. The right of the Complainant and the public interest are adequately protected by this Decree.

d. This Decree conforms with the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and will be in the best interests of Lourdes Ramos, Juana Dunleavy, Ethan Allen, EEOC and the public.

e. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, and officers of Ethan Allen.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

GENERAL INJUNCTIVE PROVISIONS

3. Defendant acknowledges its responsibility under Title VII to maintain a sexually hostile-free work environment and accordingly, Ethan Allen, its officers, agents (including

management personnel), successors, and assigns are hereby enjoined from discriminating on the basis of sex.

4. Ethan Allen, its officers, agents, employees, successors, assigns, and all persons acting in concert with it are hereby enjoined from engaging in any form of retaliation against any person because such person has opposed any practice made unlawful under Title VII, filed a Charge of Discrimination under Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under Title VII, or asserted any rights under this Decree.

DISTRIBUTION OF ANTI-DISCRIMINATION POLICY

5. Within thirty (30) calendar days of entry of this Consent Decree, a copy of Defendant's current anti-discrimination policy ("Policy") shall be forwarded to EEOC. This and any other submissions, reports, certifications, notices, or other materials that are required to be submitted to EEOC shall be mailed to: Ethan Allen Settlement, c/o Trial Attorney Lauren Dreiling, United States Equal Employment Opportunity Commission, 1 Biscayne Tower, 2 South Biscayne Blvd., Suite 2700, Miami, Florida 33131.

6. The Policy shall be distributed to all of Defendant's employees and management staff and shall be included in any relevant policy or employee manuals kept by Defendant's business. The Policy shall also be kept and maintained in a conspicuous and accessible place for all employees at all of Defendant's facilities and printed in a font that is easily legible (at least 11 point font).

7. A copy of the Policy shall be distributed to each new regular full-time, part-time, or temporary employee on the day the employee is hired. The manager responsible for distributing the Policy to each new employee shall review the Policy in depth with the employee.

Ethan Allen shall maintain records demonstrating that each new employee discussed the Policy with the responsible manager and illustrating the length of time spent discussing the Policy.

TRAINING

8. During each of the two years covered by this Decree, Defendant shall provide training to all Ethan Allen employees, including all management personnel, on equal employment opportunity laws (including sexual harassment and retaliation) and the new Policy. The training shall be conducted by Jeffrey A. Mowers, Esq. of Pyszka, Blackmon, Levy, Mowers & Kelley. The first training shall take place within sixty (60) calendar days of entry of this Decree. The remainder of the training sessions shall take place annually and no later than March 30th of each year throughout the duration of the Decree.

9. Within ten (10) calendar days of the completion of training, Ethan Allen shall notify EEOC of the dates the training was conducted, the name and job title of the person(s) who conducted the training, and the name and job title of each person who received the training.

10. Ethan Allen agrees to provide EEOC, upon request, with any and all copies of pamphlets, brochures, outlines or other written materials provided to the participants of the training sessions.

POSTING OF NOTICE

11. Within five (5) business days after entry of this Decree, Ethan Allen shall post an eleven (11) inches by fourteen (14) inches laminated copy of the Notice attached as Exhibit A to this Decree at all of its facilities in Florida in a conspicuous location easily accessible to and commonly frequented by employees of Ethan Allen. The Notice shall remain posted for two (2) years from the date of entry of this Decree. Ethan Allen shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Ethan Allen shall

certify to EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted. Ethan Allen shall permit a representative of EEOC to enter Ethan Allen's premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice.

RECORD KEEPING

12. For a period of two (2) years following entry of this Decree, Ethan Allen shall maintain and make available for inspection and copying by EEOC records (including name, age, social security number, address, telephone number, complaint and resolution of the complaint) of each person complaining about discrimination on the basis of sex and/or retaliation.

13. Ethan Allen shall make all documents or records referred to in Paragraphs 6, 7 and 11, available for inspection and copying within five (5) business days after EEOC so requests. In addition, Ethan Allen shall provide the last known home address, home telephone number, and mobile telephone number for all persons within its employ during the term of the Decree whom EEOC requests and identifies for purposes of verifying compliance with this Decree within five (5) business days of EEOC's request. Moreover, Ethan Allen shall permit employees whom EEOC requests to interview for the purposes of verifying compliance with this Decree to speak confidentially with EEOC. In the event that EEOC is unable to contact an employee for purposes of verifying compliance with this Decree, it shall notify Ethan Allen and Ethan Allen shall, within five (5) business days, provide EEOC with the employee's scheduled hours of work over the next fourteen (14) day period so that EEOC can conduct these interviews at these employees' breaks, at the end of the day, or at some other time convenient to the employee and EEOC. Ethan Allen agrees that it will not discourage employees from participating in these interviews.

14. Nothing contained in this Decree shall be construed to limit any obligation Ethan Allen may otherwise have to maintain records under Title VII or any other law or regulation.

REPORTING

15. Ethan Allen shall furnish to EEOC the following written reports twice annually for a period of two (2) years following entry of this Decree. The first report shall be due six (6) months after entry of the Decree. The final report shall be due sixty (60) months after entry of the Decree. Each such report shall contain:

a. A description of each complaint of sexual harassment, sex discrimination and/or retaliation, including the names of the complaining parties and witnesses and the resolution of such complaint, occurring within the six (6) month period preceding the report. Information identifying Ethan Allen employees produced pursuant to this Decree will only be used to facilitate compliance with this Decree.

b. A certification by Ethan Allen that the Notice required to be posted in Paragraph 11, above, remained posted during the entire six (6) month period preceding the report.

MONETARY RELIEF

16. Defendant shall pay a lump sum in the amount of \$150,000.00 (one hundred fifty-thousand dollars) to resolve this litigation. The monies referenced herein shall issue within ten calendar days from the court's execution of this Decree. The monies shall be distributed as set forth in Exhibit B attached hereto.

17. If Defendant fails to tender the payment described in paragraph 17, above, and Exhibit B, then Defendants shall 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 bear any additional costs incurred by the EEOC caused by the non-compliance or delay of the Defendant.

DISPUTE RESOLUTION

18. In the event that either party believes there has been non-compliance with any provision(s) of the Decree, the party shall have the right to seek Court intervention. Additionally, no party shall contest the Court's jurisdiction to hear a dispute arising from the Decree nor challenge EEOC's ability to bring an action to enforce the terms of the Decree in this Court.

DURATION OF THE DECREE AND RETENTION OF JURISDICTION

19. All provisions of this Decree shall be in effect for a period of two (2) years immediately following entry of the Decree.

20. Each party to this Decree shall bear its own expenses, costs and attorneys' fees, excepting those provided for in Exhibit B.

For the EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION:

/s/ Nora E. Curtin, Esq.

Nora E. Curtin, Esq.
Supervisory Trial Attorney
New York Bar No. 2357697

Gregory Gochanour, Esq.
Acting Regional Attorney
Illinois Bar ARDC No. 06210804
2 South Biscayne Blvd., Suite 2700

For VALLEY MANOR SOUTH,
INC.:
By:

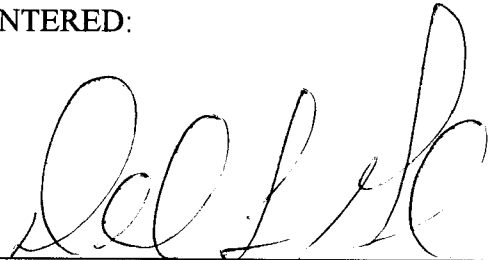
/s/ Jeffrey A Mower, Esq.

Jeffrey A Mowers, Esq.
Florida Bar No.: 508240
Pyszka, Blackmon, Levy, Mowers &
Kelley
14750 N.W. 77th Court, Suite 300
Miami Lakes, Florida 33016

Miami, Florida 33131

DATE: January 7, 2007

SO ENTERED:

A handwritten signature in black ink, appearing to read "D.L. Graham", written over a horizontal line.

The Honorable Donald L. Graham
United States District Judge

EXHIBIT A

NOTICE TO ALL VALLEY MANOR SOUTH, INC. EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the U.S. District Court in EEOC and v. Valley Manor South, Inc. d/b/a Halpern's Ethan Allen, Civil Action No. 06-22459 Valley Manor South, Inc. d/b/a Halpern's Ethan Allen ("Ethan Allen") has adopted a policy that prohibits discrimination against employees based on sex in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Title VII protects individuals from employment discrimination because of their race, religion, color, national origin, and/or sex. Title VII also protects individuals from retaliation for having complained of an unlawful employment practice. Halpern's Ethan Allen will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws, including, but not limited to, sexual harassment and retaliation.

Ethan Allen will assure 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 EEOC. Appropriate corrective action, up to and including termination, based upon the circumstances involved, shall be taken against any employee (including management personnel) found to have violated Halpern's Ethan Allen policy prohibiting discrimination.

EEOC enforces the federal laws against discrimination in employment on the basis of disability, race, color, religion, national origin, sex, and age. If you believe you have been discriminated against, you may contact EEOC at (305) 808-1740. EEOC charges no fees and has employees who speak languages other than English.

This Notice must remain posted for two (2) years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice of compliance with its terms may be directed to: Ethan Allen Settlement, c/o EEOC, 1 Biscayne Tower, 2 South Biscayne Blvd., Suite 2700, Miami, Florida 33131.

Date:

STAN RUBY

EXHIBIT B

Defendant shall pay a total sum of \$150,000 dollars to resolve this Litigation. The monies shall be distributed as follows:

- a) \$50,000 shall be paid to Ms. Ramos representing compensatory damages.

Defendant shall issue a Form 1099 to Ms. Ramos.

- b) \$50,000 shall be paid to Ms. Dunleavy representing compensatory damages.

Defendant shall issue a Form 1099 to Ms. Dunleavy.

- c) \$50,000 shall be paid to Damian & Valori, LLP representing attorneys' fees and costs for Ms. Dunleavy and Ms. Ramos. Defendant shall issue a Form 1099 for to Damian & Valori, LLP.

The payments referenced herein shall issue within ten (10) calendar days from the Court's execution of this Decree. Copies of the payment and IRS Form 1099s shall be forwarded to the attention of Lauren Dreilinger, United States Equal Employment Opportunity Commission, Miami District Office, 1 Biscayne Tower, 2 South Biscayne Blvd., Suite 2700, Miami, Florida 33131.