

IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
WEST PALM BEACH DIVISION

CLOSED CASE

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

and

CARRIE SABZALIAN,

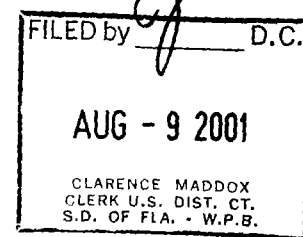
Plaintiff-Intervenor,

v.

ATLANTIS GOLF CLUB, INC.,

Defendant.

CIVIL ACTION NO.
99-9077-CIV-HURLEY/LYNCH



CONSENT DECREE

1. This Consent Decree (the "Decree") is made and entered into by and between Plaintiff, the Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC"), and Plaintiff-Intervenor, Carrie Sabzalian (hereinafter referred to as "Carrie Sabzalian") and Defendant Atlantis Golf Club, Inc., (hereinafter referred to as "Atlantis Golf"). The Commission, Plaintiff-Intervenor and Atlantis Golf are collectively referred to herein as "the Parties."

2. On December 20, 1999, EEOC initiated this action by filing a Complaint against Atlantis Golf. EEOC's Complaint alleged that Atlantis Golf violated Title VII of the Civil Rights Act of 1964, as amended, including but not limited to, amendments authorized by the Civil Rights Act of 1991, 42 U.S.C. Section 2000e *et seq.* ("Title VII").

143
CV

3. On March 23, 2000, Plaintiff-Intervenor, Carrie Sabzalian filed a Motion to Intervene in the above-styled case. On May 8, 2000, the Court granted the motion.

4. On March 22, 1999, Atlantis Golf filed its Answer to EEOC's Complaint, denying its actions were discriminatory in any way.

5. In the interests of resolving this matter, to avoid the costs of litigation, and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action should be finally resolved by the entry of this Decree. This Decree is final and binding upon the Parties, their successors and assigns.

6. The Parties agree that this Decree resolves all claims against Atlantis Golf arising out of EEOC Charge Number 150-99-0691, and the Complaint filed in this action, and constitutes a complete resolution of all claims that were made by the Commission against Atlantis Golf in this action or that existed against Atlantis Golf in this action. The Parties further agree that this Decree does not resolve any Charges of Discrimination that may be pending with the EEOC other than the Charges referred to in this paragraph.

7. This Decree constitutes the complete agreement between the EEOC, Carrie Sabzalian and Atlantis Golf with respect to the matters referred to herein. No representations or inducements to compromise this action have been made, other than those recited or referenced in this Decree. No waiver, modification or amendment of any provision of this Decree shall be effective unless made in writing, approved by all parties to this Decree and approved or ordered by the Court.

8. This Decree is not an adjudication or finding on the merits of this case and shall not be construed as an admission by Atlantis Golf of a violation of Title VII.

NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings filed by the parties, it is **ORDERED, ADJUDGED**

AND DECREED THAT:

9. This Court has jurisdiction of the subject matter of this action and over the parties for the purposes of entering and enforcing this Decree.

GENERAL INJUNCTIVE PROVISIONS

10. Atlantis Golf, its officers, managers, employees, agents and partners, are enjoined from engaging in conduct which violates Title VII of the Civil Rights Act of 1964, as amended, by adversely affecting the terms and conditions of any individual's employment, or by subjecting an individual to harassment, because of that individual's sex.

11. Atlantis Golf, its officers, managers, employees, agents and partners, are enjoined from engaging in any conduct which violates Title VII of the Civil Rights Act of 1964, as amended, by adversely affecting the terms and conditions of any individual's employment or by discharging an employee for opposing or participating in any Title VII statutorily protected activity, including but not limited to: (a) filing a charge of discrimination with the EEOC alleging violation(s) of such statute(s); (b) cooperating with the EEOC in the investigation and/or prosecution of any charge of discrimination; or (c) cooperating in the investigation or prosecution of this case.

SEXUAL HARASSMENT POLICY AND TRAINING

12. Atlantis Golf shall maintain the Policy Against Sexual Harassment attached hereto as Exhibit A and shall ensure that it is issued to all employees within thirty (30) days of the entry of this Decree.

13. Atlantis Golf further agrees that all new employees shall be given its Policy against Sexual Harassment within the first week of employment.

14. During the duration of this Decree, Atlantis Golf agrees that all of its managers and supervisory personnel shall be given training on the requirements of Title VII, with specific

emphasis on recognizing sexual harassment and the proper procedure to be followed if they become aware of sexual harassment in the workplace or if they receive a complaint of such harassment. The training will take place in two separate sessions of 1 ½ hours each for management and rank-in-file employees. These sessions will be conducted annually. Atlantis Golf agrees to provide the EEOC, at least two weeks notice before it conducts its training session(s), with the date(s) and location(s) of the training, copies of all training materials to be used at the training session, the name of the individual(s) who will be providing the training and a list of the names and titles of each employee who will be in attendance at the training. Additionally, Atlantis Golf agrees that the EEOC shall, at the EEOC's discretion, be in attendance at the training session.

15. Atlantis Golf agrees that the training described in Paragraph 13 shall be given to all new managers and supervisors within thirty (30) days of being placed in a management or supervisory position.

POSTING

16. Atlantis Golf will post within seven days from the Court's execution of this Decree a copy of the Notice attached hereto as Exhibit B. Said notice shall be posted in the Kitchen's lunch area of Atlantis Golf's main restaurant, in a conspicuous location, accessible to all employees for the duration of this Decree.

MONITORING

17. Atlantis Golf will retain all employment records relating in any way to any complaint, allegation and investigation of sex discrimination or retaliation at any of Atlantis Golf's facilities for the duration of this Decree and as required by law.

18. Atlantis Golf will certify to the EEOC every six (6) months throughout the duration of this Decree that it is in compliance with all aspects of this Decree. The first such certification will

be due no later than March 1, 2002. With each such certification, Atlantis Golf will provide the EEOC with the name, address and phone number of any person who alleges they have been subjected to sexual harassment or retaliation while working at any of Atlantis Golf's facilities during the preceding six (6) months. Atlantis Golf will also state its actions taken in response to each such allegation. Atlantis Golf will provide, upon request, by the Commission any and all documentation associated with each such complaint.

MONETARY RELIEF

19. Atlantis Golf shall pay Carrie Sabzalian a lump sum in the amount of \$10,000.00, which represents back pay, less amounts required to be withheld for federal, state, and local income taxes. Atlantis Golf will also issue an I.R.S. form and W-2, and shall be responsible for the payment of the employer's share of any federal, state, or local income taxes, and social security withholdings. The payments shall issue within fifteen (15) calendar days from the Court's execution of this Decree, and shall be made by certified check in the name of Gary Lippman in trust for Carrie Sabzalian and forwarded to Gary Lippman at his office address, The Barristers Building, 1615 Forum Place, Suite 1-B, West Palm Beach, Florida 33401, by Federal Express Mail. Said copies shall be forwarded to the attention of Kenneth L. Gillespie, EEOC Trial Attorney, U.S. Equal Employment Opportunity Commission, 2 South Biscayne Boulevard, Suite 2700, Miami, Florida 33131.

20. If Atlantis Golf fails to tender the above-mentioned payments as set forth in paragraph 19, then Atlantis Golf 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

21. In the event that any of the Parties to this Decree believes that a party has failed to

comply with any provisions(s) of this Decree, the complaining party shall notify the alleged non-complying party in writing of such non-compliance and afford the alleged non-complaining party ten (10) business days to remedy the non-compliance or satisfy the complaining party that it has complied. If the dispute is not resolved within ten (10) business days, the complaining party may apply to the Court for appropriate relief.

ENFORCEMENT OF DECREE

22. The Commission, Carrie Sabzalian and Atlantis Golf will make best efforts to effectuate the terms of this Decree.

COSTS

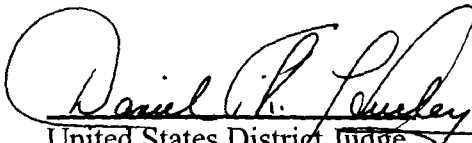
23. Each Party shall bear their own costs and attorneys' fees associated with this litigation.

DURATION OF CONSENT DECREE

24. The duration of this Decree shall be eighteen (18) months from the date of entry of the Decree.

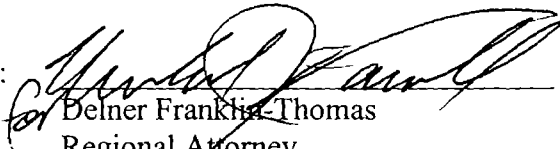
25. This case will be dismissed with prejudice. However, the Court will retain jurisdiction to enforce this Consent Decree during the eighteen month (18) period that said Decree is in effect.

SO ORDERED, ADJUDGED AND DECREED, this 14 day of August, 2001.


United States District Judge
Daniel T.K. Hurley

AGREED TO:
FOR THE PLAINTIFF,
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

by:



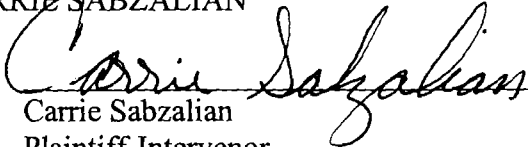
Delner Franklin Thomas
Regional Attorney
U.S. Equal Employment Opportunity Commission
Miami District Office
One Biscayne Tower, Suite 2700
2 South Biscayne Boulevard
Miami, Florida 33131

Date:

08/07/01

AGREED TO:
PLAINTIFF-INTERVENER
CARRIE SABZALIAN

by:

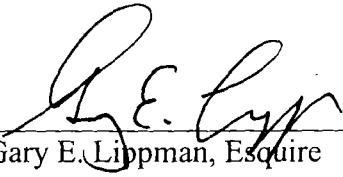


Carrie Sabzalian
Plaintiff-Intervenor
c/o Gary E. Lippman, P.A.
1615 Forum Place, Suite 1-B
West Palm Beach, Florida 33401-2320

Date:

08/07/01

by:



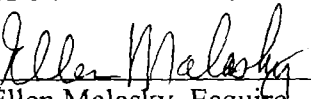
Gary E. Lippman, Esquire
Florida Bar Number: 0079121
Gary E. Lippman, P.A.
1615 Forum Place, Suite 1-B
West Palm Beach, Florida 33401-2320

Date:

8/7/01

AGREED TO:
FOR THE DEFENDANTS

by:

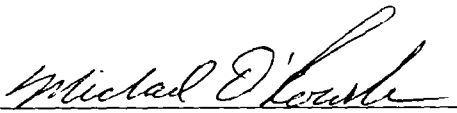


Ellen Malasky, Esquire
Florida Bar Number: 724599
Gunster, Yoakley & Stewart, P.A.
777 South Flagler Drive, Suite 500 East
West Palm Beach, Florida 33401

Date:

8/7/01

by:



MICHAEL O'ROURKE
General Manager, Atlantis Golf Club, Inc.

Date:

8/7/01

EXHIBIT "A"
POLICY AGAINST SEXUAL HARASSMENT/RETALIATION

It is the policy of the Club that the work place is for work. It is our goal to provide a work place free of tensions involving matters which do not relate to the Club's business. In particular, but not limited to, an atmosphere of tension created by ethnic or religious remarks or animosity, unwelcome sexual advances, requests for sexual favors or other conduct of a sexual nature will not be tolerated. The Club believes that this kind of conduct simply does not belong in the work environment. Ethnic, religious or sexual considerations will not be used as the basis for employment decisions affecting any employee.

Verbal or physical conduct that unreasonably interferes with any employee's work performance or creates an intimidating, hostile or offensive work environment is a violation of this policy. Harassment of our employees by members or guests of the Club is also a violation of this policy.

At any time that an employee experiences any such harassment, the employee should immediately remove themselves from the situation and report the circumstances to his or her supervisor, the Club President or any Director. Appropriate action will be taken according to the circumstances.

Additionally, the Club requires a written report on forms developed for this purpose from the offended employee for any incident of harassment. Your cooperation in promptly reporting incidents of harassment is essential to the success of our policy. Corrective action can only occur if a report is made of the incident. Confidentiality will be maintained to the extent possible while dealing effectively with the problem. Copies of the report forms are included in this handbook for your convenience and use should it be necessary. Additional forms are available from your supervisor, the Department Manager, the Club President or a Director.

It is the Club's intention to create a working atmosphere free of extraneous problems. It is therefore Club policy that ethnic, religious and sexual matters have no place in the Club. Your complete cooperation with respect to this policy is expected and appreciated.

EXHIBIT "B" NOTICE

NOTICE TO ALL EMPLOYEES

Title VII of the Civil Rights Act of 1964 ("Title VII") protects individuals from discrimination in all aspects of their employment, including hiring, because of their race, religion, color, national origin, or sex. Atlantis Golf Club, Inc., assures 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 the EEOC. Employees or applicants for employment who have questions about their rights under Title VII or any other federal anti-discrimination law may telephone the Miami District Office of the Equal Employment Opportunity Commission at 1-800-669-4000, (305) 530-6000 or (305)530-6007.

Signed this 2nd day of Aug, 2001.



Michael O'Rourke, General Manager