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Equal Employment Opportunity Commission, et al. vs. SBEEG Holdings, LLC, et al.

Judge Marcia G. Cooke

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Equal Employment Opportunity Commission, et al. vs. SBEEG Holdings, LLC, et al.

Keywords

EEOC, SBEEG Holdings, LLC, 1:17-cv-21446-MGC, Consent Decree, Disparate Treatment, Termination, Race, Black, National Origin, Haitian, Hospitality, Employment Law, Title VII

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA
Case No. 17-21446-Civ-COOKE/GOODMAN**

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

CEDENE BEAUBRUN, LAURIANA CAYO,
IDALIA CORVIL, RODY CHARLES,
SIMONE DELPHIN, FEDNA ESPERANCE
FENELUS, YVON GEORGES, JONATHAN
HOMILUS, CENOULIA LIFAUTE,
LUCKNER LINDOR, CLAUTAIRE D.
PETIT FRERE, MANIA TOUSSAINT,
STERLIN THELEMAQUE, CLAUDIA
VALLIERE, AND JEAN VIXAMAR,

Intervenor-Plaintiffs,

vs.

SBEEG HOLDINGS, LLC,
SBE RESTAURANT GROUP, LLC,
SPOONFUL MANAGEMENT MIAMI, LLC,
SBE HOTEL GROUP, LLC, SBEHG 1701
COLLINS MIAMI, LLC, SBE
ENTERTAINMENT GROUP, LLC,
1701 COLLINS (MIAMI) MANAGER, LLC,
1701 COLLINS (MIAMI) OPERATING
COMPANY, LLC doing business as SLS
Hotel South Beach, SBE HOTEL MANAGEMENT,
LLC, 1701 MIAMI, (OPERATOR) LLC,
AND 1701 MIAMI (OWNER), LLC,
Defendants.

CONSENT DECREE

This Consent Decree (“Decree”) is made and entered into by and between the United

States Equal Employment Opportunity Commission (“Commission” or the “EEOC”), and SPOONFUL MANAGEMENT MIAMI, LLC and SBEHG 1701 COLLINS MIAMI, LLC (collectively referred to as the “SLS Hotel”) (hereinafter EEOC and SLS Hotel collectively referred to as “the Parties”).¹

INTRODUCTION

1. EEOC commenced this action on April 18, 2017, under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* (“Title VII”), Title I of the Civil Rights Act of 1991, and 42 U.S.C. § 1981a, to correct alleged unlawful employment practices on the basis of race (Black), national origin (Haitian), and/or color (Black) and to provide appropriate relief to Charging Parties Cedene Beaubrun, Lauriana Cayo, Idalia Corvil, Rody Charles, Simone Delphin, Fedna Esperance Fenelus, Yvon Georges, Jonathan Homilus, Cenoulia Lifaute, Luckner Lindor, Clautaire D. Petit Frere, Mania Toussaint, Sterlin Thelemaque, Claudia Valliere, Jean Vixamar, (the “Charging Parties” or “Intervenor-Plaintiffs”) and a class of other Black Haitian Steward/Dishwashers (“Class Members”) who, it is alleged, were wrongfully terminated on the basis of their race, national origin, and color.

2. This Decree shall not be construed as an admission of liability or wrongdoing by SLS Hotel or an admission of any allegations raised in the lawsuit. SLS Hotel denies the allegations in the Complaint and Amended Complaint and further denies that it violated Title VII. It is SLS Hotel’s position that settlements are favored over continued, costly and uncertain litigation, and the SLS Hotel’s agreement to resolve this lawsuit through the voluntary payment of the Settlement Amount, referenced below, should in no manner be construed or interpreted to suggest any wrongdoing or violation of law.

¹ SLS Hotel and Intervenor-Plaintiffs have advised that they intend to enter into a separate settlement agreement to which EEOC shall not be a party.

3. In the interest of resolving this matter amicably, and to avoid further cost 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 entry of this Decree. This Decree is final and binding on the Parties, and their respective successors and assigns.

4. No waiver, modification or amendment of any provision of this Decree will be effective unless made in writing and signed by an authorized representative of each of the Parties. By mutual agreement of the Parties, this Decree may be amended or modified in the interests of justice and fairness in order to effectuate the provisions of this Decree.

5. This Decree fully and finally resolves the claims asserted by the Commission in the Amended Complaint filed in this action styled *EEOC v. SBEEG Holdings, LLC et al.*, Case No. 17-21446-CIV-COOKE (S.D. Fla.), which are based on the following underlying charges of discrimination: EEOC Charge Nos. 510-2014-04839, Cedene Beaubrun; 510-2014-04848, Lauriana Cayo; 510-2014-04853, Rody Charles; 510-2014-04846, Idalia Corvil; 510-2014-04856, Simone Delphin; 510-2014-04845, Fedna Esperance Fenelus; 510-2014-04844, Clautaire Dominique Petit Frere; 510-2014-04850, Yvon Georges; 510-2014-04847, Jonathan Homilus; 510-2014-04841, Cenoulia Lifaute; 510-2014-04851, Luckner Lindor; 510-2014-04855, Sterlin Thelemaque; 510-2014-04852, Mania Toussaint; 510-2014-04842, Claudia Valliere; and 510-2015-00036, Jean C. Vixamar.

6. This Decree constitutes the complete understanding between the Parties with respect to the matters herein.

7. If one or more provisions of this Decree are rendered unlawful or unenforceable, the Parties shall attempt to agree upon what amendments to this Decree, if any, are appropriate to effectuate the purposes of this Decree. In any event, the unaffected provisions will remain

enforceable.

8. This Decree does not resolve any charges of discrimination that may be pending with the Commission against SLS Hotel other than the Charges referred to in Paragraph 5. This Decree in no way affects the EEOC's right to bring, process, investigate or litigate other charges that may be in existence or that may later be filed against SLS Hotel in accordance with standard EEOC procedures.

9. Nothing in this Decree shall be construed to limit or reduce SLS Hotel's obligations to comply with the statutes enforced by EEOC: Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e *et seq.*, ("Title VII"), Title I of the Americans with Disabilities Act ("ADA"), 42 U.S.C. §12101, as amended, the Age Discrimination in Employment Act ("ADEA"), 29 U.S.C. §§621-633a, as amended, the Equal Pay Act ("EPA"), 29 U.S.C. §206(d), and the Genetic Information Nondiscrimination Act of 2008 ("GINA), 42 U.S.C. § 2000f.

FINDINGS

10. 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 over the subject matter of this action and the Parties;
- b. The Court will retain jurisdiction for the duration of this Decree;
- c. No party shall contest the jurisdiction of this Court to enforce this Decree and its terms or the right of the Commission to bring an enforcement suit upon alleged breach of any term(s) of this Decree;
- d. The terms of this Decree are adequate, fair, reasonable, equitable, and just.

The rights of Charging Parties, Class Members and the public interest are adequately protected by this Decree; and

- e. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, successors and assigns of the SLS Hotel.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

DURATION OF DECREE

11. This Decree shall be in effect for a period of three (3) years from the Effective Date, defined as the date on which the Court gives final approval to the Decree by entering it on the Court docket after motion and hearing, if required.

12. This Decree will not expire while any enforcement action concerning this Decree is pending.

MONETARY RELIEF

13. SLS Hotel shall pay Charging Parties/Intervenor-Plaintiffs and Class Members the total sum of Two Million Five Hundred Thousand Dollars (\$2,500,000.00) in settlement of all claims raised by EEOC in this action (“Settlement Amount”). This payment shall not be construed as an admission of liability or wrongdoing by SLS Hotel or an admission of any allegations raised in the lawsuit. SLS Hotel shall make payment of the Settlement Amount as follows:

Monetary Relief for Charging Parties/Intervenor-Plaintiffs and Class Members

14. SLS Hotel shall make payment of the Settlement Amount to Intervenor-Plaintiffs and Class Members within thirty (30) calendar days following the Court’s approval of this Decree. The SLS Hotel shall make a payment of back-pay to each Intervenor-Plaintiff and Class

Member, subject to all withholdings required by law (i.e., FICA and taxes) (this part of the Settlement Amount is hereinafter referred to as the “Back Pay Amount(s)”). Back Pay Amounts shall be made by check payable to each Intervenor-Plaintiff and Class Member. Checks for Back Pay Amounts shall be delivered to The Alderman Law Firm, 9999 NE Second Avenue, Suite 211, Miami Shores, FL 33138. SLS shall be provided the amount of gross back pay due each Intervenor-Plaintiff and Class Member within seven days (7) of the parties’ execution of the Decree. A statement detailing the gross Back Pay Amount and any legally required deductions to be paid to each Intervenor-Plaintiff and Class Member shall be issued by SLS Hotel within ten (10) calendar days following the Court’s approval of this Decree. The SLS Hotel shall pay the balance of the Settlement Amount (that is, the Settlement Amount less the Back Pay Amounts) by check made payable or wire transfer to “The Trust Account of The Alderman Law Firm.” A copy of the payments shall be contemporaneously sent to the attention of “EEOC Regional Attorney, Robert E. Weisberg, Re: SLS Hotel Consent Decree,” at the United States Equal Employment Opportunity Commission, Miami Tower, 100 SE 2nd Street, Suite 1500, Miami, Florida 33131, and via e-mail at Robert.Weisberg@eeoc.gov. In exchange for receiving certain proceeds from the Settlement Amount, the Class Members agree to sign a release of their claims that will become effective following the Court’s approval of this Decree and payment of the Settlement Amount.

15. If representatives for Intervenor-Plaintiffs and Class Members fail to timely receive the payments as set forth in Paragraph 14, then SLS Hotel shall pay interest on the defaulted payments at a rate calculated pursuant to 26 U.S.C. §6621(b) until the same is paid, and bear any additional costs incurred by the EEOC caused by the non-compliance or delay, including but not limited to any and all costs arising out of EEOC’s efforts to enforce this decree

in federal court.

GENERAL INJUNCTIVE PROVISIONS – SLS HOTEL

16. SLS Hotel shall not discriminate against any person on the basis of race, color, or national origin.

17. During the term of this Decree, the SLS Hotel, its officers, managers, employees, agents, partners, successors, and assigns are enjoined from engaging in conduct that discriminates against any employee or applicant on the basis of race, color, or national origin in the terms and conditions of employment, including the use of outsourcing labor as a proxy for such discrimination.

18. SLS Hotel’s employment decisions and all its terms and conditions of employment shall be maintained and conducted in a manner that does not discriminate on the basis of race, color, or national origin.

Job References

19. SLS Hotel agrees to provide each of the Charging Parties and Class Members with a neutral letter of reference, which shall state only the nature and duration of employment. SLS Hotel agrees that, in furnishing oral or written references concerning the Charging Parties and/or Class Members as may be requested by prospective future employers, it will mention only the nature and duration of their employment. SLS Hotel shall not mention the Charging Parties’ and/or Class Members charges of discrimination, this lawsuit or this Consent Decree as part of any reference.

20. Any job reference request concerning the Charging Parties and Class Members should be directed to the SLS Hotel’s Human Resources Director, located at 1701 Collins Avenue, Miami Beach, FL 33139, (305) 674-1701.

INJUNCTIVE RELIEF – SLS HOTEL AND OTHER MIAMI REGION PROPERTIES

21. The SLS Hotel agrees that the injunctive relief set forth below shall cover SLS Hotel as well as all SBE-owned, SBE-managed or SBE-operated hotel properties and food and beverage venues located in the Miami Region, which include SLS Hotel South Beach, Shore Club, SLS Brickell, Delano, The Raleigh, and SLS Lux Miami (together referred to as “Miami Region Properties”).

**Revision and Distribution of Policy Against Discrimination
Based On Race, Color, or National Origin**

22. The SLS Hotel must create, maintain, distribute and implement a written discrimination policy (the “Policy”) for all the Miami Region Properties to be consistent with this Decree.

23. The Policy shall include a formal, written procedure for making, investigating and resolving discrimination complaints from employees.

24. The Policy shall include clear, written instructions for human resources officials and managers to follow in circumstances when he or she is in receipt of a complaint of discrimination from an employee.

25. The Policy shall include clear, written instructions and best practices for human resources officials and managers to follow for conducting investigations into a complaint of discrimination from an employee including, but not limited to, the time frame for the completion of investigations, the confidentiality of the investigations, the language that the investigation will be conducted and whether an interpreter will be provided, and the information to be provided to complaining employees following the investigation. Investigations into complaints of discrimination shall include, but should not be limited to, conducting interviews of: (a) the

individual or individuals whom the employee identifies as having engaged in discriminatory comments or conduct; and (b) employees who are in the same protected class as the employee who complained of discrimination and are reasonably in a position to witness or have knowledge of the complaint, or who are supervised by the same alleged discriminating supervisor(s) or manager(s).

26. The Policy shall include clear, written instructions and best practices for human resources officials and managers to follow for handling transfer requests including, but not limited to, instructions that transfer requests shall be made to human resources and shall be noted in employee files in all cases, whether or not transfer request is granted.

27. The Policy shall include clear, written instructions to employees and managers on the appropriate language(s) to speak in guest areas, and clear instructions for employees and managers to follow when determining when and where other language(s) can be spoken. The Policy shall further include clear instructions on the use of appropriate, non-discriminatory language to be spoken when communicating to workers in the back-of-the-house or non-guest areas and the consequences for violating this policy.

28. The Policy and related forms, notices and other documents referenced in the Policy, both in hard copy or electronic copy, shall be made available to employees in Spanish and in Haitian-Creole at Miami Region Properties.

29. A copy of the Policy and accompanying translated versions (Spanish and Haitian Creole) will be provided to the EEOC within 180 calendar days of the Court's approval of this Decree. Thereafter, paper copies of the Policy will be distributed to employees and managers at Miami Region Properties. Copies of the Policy will be distributed to employees and managers by human resources officials via in-person meetings, which can be in-person group meetings.

Managers shall also receive the Policy via electronic mail.

30. A copy of the Policy shall be included in any employee handbook or employment manual maintained by any of the Miami Region Properties, whether in hard copy or via electronic means.

Training
Training – Human Resources Officials

31. All human resources officials, as defined below, shall be provided with five (5) hours of live training per year during the term of this Decree (the “HR Training”). The human resources officials to undergo the training include: (a) human resources officials at Miami Region Properties; (b) the Complex Director of Human Resources-Miami, (c) all Regional HR Directors with responsibility for or oversight of any Miami Region Properties; and (d) Regional HR Directors with responsibility for oversight of any SBE-owned, SBE-managed or SBE-operated hotel properties and food and beverage venues located in New York and Los Angeles.

32. The first HR Training session shall take place by September 1, 2018, the second training session shall take place by September 1, 2019, and the third session shall take place by September 1, 2020.

33. The HR Training shall include the following: (a) an explanation of the prohibition against discrimination under the Title VII; (b) an explanation of the rights and responsibilities of managers and employees under the Title VII and the Policy; (c) examples of a hostile work environment; (d) examples of harassment on the basis of race, color, and national origin; (e) examples of effective work practices to address employees of different national backgrounds, cultures, and races; (f) address the need for cultural diversity and sensitivity in the workplace; and (g) instruction on best practices of conducting investigations into complaints of discrimination on the basis of race, color, and national origin.

34. The HR Training shall be conducted by a subject matter expert mutually agreed upon with EEOC. SLS Hotel agrees to provide EEOC with at least four (4) weeks' notice before conducting training sessions pursuant to this Decree. In the written notice, SLS Hotel shall notify EEOC of the dates on which training is scheduled, the location of the training, the name and job title of the person(s)/organization who will conduct the training, a resume of the person conducting the training, and the name and job title of each person who will attend the training.

35. Five (5) days before the training, the SLS Hotel agrees to provide EEOC with any and all copies of pamphlets, brochures, outlines or other written materials provided to the participants of the HR Training sessions or used for the training sessions. Additionally, SLS Hotel agrees that the EEOC may, at the EEOC's discretion, attend any such HR Training sessions.

Training – Managers and Supervisors

36. All managers and/or supervisors at Miami Region Properties shall have four (4) hours of live training per year during the term of this Decree (the "Manager Training").

37. The first Manager Training session shall take place by October 1, 2018, the second session shall take place by October 1, 2019, and the third session shall take place by October 1, 2020.

38. The Manager Training shall be conducted by a subject matter expert mutually agreed upon with EEOC. SLS Hotel agrees to provide EEOC with at least four (4) weeks' notice before conducting training sessions pursuant to this Decree. In the written notice, SLS Hotel shall notify EEOC of the dates on which training is scheduled, the name and job title of the person(s)/organization who will conduct the training, a resume of the person conducting the training, and the name and job title of each person who will attend the training. At least one (1)

human resources official must be present at the Manager Training.

39. Five (5) days before the training, the SLS Hotel agrees to provide EEOC with any and all copies of pamphlets, brochures, outlines or other written materials provided to the participants of the Manager Training sessions or used for the training sessions. Additionally, SLS Hotel agrees that the EEOC may, at the EEOC's discretion, attend any Manager Training session.

40. Manager Training shall cover the following items: (a) explain the prohibition against discrimination under Title VII; (b) explain the rights and responsibilities of managers, human resources officials, and employees under Title VII and the Policy; (c) address questions manager(s) may have about the Policy; (d) review hypothetical scenarios with manager (this last item should be tailored to the business unit, property or venue the manager(s) supervise(s)); (e) provide examples of a hostile work environment; (f) provide examples of harassment on the basis of race, color, and national origin; (g) provide examples of effective work practices to address employees of different national backgrounds, cultures, and races; and (h) address the need for cultural diversity and sensitivity in the workplace.

Training – Non-Management Employees and/or Hourly Employees

41. All non-management employees and/or hourly employees, including individuals working at Miami Region Properties through a third-party labor provider (collectively "Trainees"), shall receive three (3) hours of live training per year during the term of this Decree (the "Hourly Training").

42. The first Hourly Training session shall take place by November 1, 2018, the second session shall take place by November 1, 2019, and the third session shall take place by November 1, 2020. The live Hourly Training and training materials shall be offered in English,

Spanish and Haitian Creole. The live Hourly Training must total three (3) hours in each language that the training session is offered.

43. The Hourly Training shall include the following: (a) an explanation of the prohibition against discrimination under Title VII; (b) an explanation of the rights and responsibilities of managers and employees under the Title VII and the Policy; (c) examples of a hostile work environment; (d) examples of harassment on the basis of race, color, and national origin; and (e) instruction on filing complaints of discrimination both internally through the Policy, and externally through EEOC and/or other government agencies.

44. The Hourly Training shall be conducted by a subject matter expert mutually agreed upon with EEOC. SLS Hotel agrees to provide EEOC with at least four (4) weeks' notice before conducting training sessions pursuant to this Decree. In the written notice, SLS Hotel shall notify EEOC of the dates on which training is scheduled, the location(s) of the training, the name and job title of the person(s)/organization who will conduct the training, a resume of the person conducting the training, and the name and job title of each person who will attend the training.

45. Five (5) days before the training, SLS Hotel agrees to provide EEOC with any and all copies of pamphlets, brochures, outlines or other written materials provided to the participants of the Hourly Training sessions or used in the training sessions. Additionally, SLS Hotel agrees that the EEOC may, at the EEOC's discretion, attend any Hourly Training session.

Independent Monitor

46. The SLS Hotel agrees that an individual acting as an independent monitor (the "Independent Monitor") will attend all of the HR Training, Manager Training, and Hourly Training sessions (collectively referred to as "Training Sessions") pursuant to this Decree. Sixty

(60) calendar days after the HR Training, the Manager Training, and the Hourly Training sessions, the Independent Monitor will provide a comprehensive written report to the EEOC analyzing the contents and format of each Training Session and whether the Training Session complied with this Decree. The report shall also include a list of all attendees to each Training Session, including the following information: (i) first and last name; (ii) the title or position of attendee; (iii) the language of the training session; (iv) start and end times of the Training Session; and (v) location of the Training Session.

47. Within ten (10) calendar days of the Effective Date, the EEOC shall provide the SLS Hotel a list of three (3) proposed Independent Monitor candidates. Within ten (10) calendar days of receiving the EEOC's list, the SLS Hotel shall select the Independent Monitor from the list and notify the EEOC of its selection. The SLS Hotel agrees to pay all costs and fees relating to the Independent Monitor.

Distribution of Notice

48. SLS Hotel shall distribute to all their managers at Miami Region Properties a copy of the Notice attached as **Exhibit A** to this Decree as specified in this section.

49. Within ten (10) calendar days from the Court's approval of this Consent Decree, SLS Hotel shall post an eleven (11) inches by fourteen (14) inches laminated copy of the Notice attached hereto as **Exhibit A** in English, Spanish, and Haitian-Creole, in a conspicuous location, easily accessible to and commonly frequented by employees at each Miami Region Property (*i.e.* employee bulletin board, lunch room, cafeteria, etc.). The Notice shall remain posted for a period of three (3) years commencing on the Effective Date of this Decree. SLS Hotel shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material.

50. At the first reporting period, as discussed in Paragraph 59(b) below, SLS Hotel shall certify to EEOC in writing that the Notice has been properly physically posted as described in this section, and the SLS Hotel must also take a photograph of each Notice and its posted location. The SLS Hotel shall email the certification of the Notices' postings and photographs to Robert.Weisberg@eeoc.gov with the subject line: SLS Hotel Consent Decree: Notice Certification and Photographs.

Decree Compliance Monitor

51. The Regional Director of HR for the Miami Region Properties shall serve as the Decree Compliance Monitor ("DCM"). Within twenty (20) days of the Effective Date, the SLS Hotel shall provide the EEOC with the name and contact information for the individual occupying this position, and it shall notify the EEOC of any replacement of the individual occupying this position within twenty (20) days of such change. The DCM's job responsibilities shall at all times include responsibility for monitoring compliance with this Decree for the duration of the Decree, including attending in person the live training sessions required under the Decree.

52. SLS Hotel shall fully empower the DCM to facilitate performance of his/her duties under this Decree. SLS Hotel shall ensure the DCM is able to perform his/her work under this Decree objectively and not be subject to any undue influence by any person.

53. EEOC may communicate directly with the DCM at any time. The DCM shall supply to the EEOC all data, documentary information, reports, written statements, certifications, and notices specifically required to be delivered pursuant to this Decree.

54. The DCM shall, among other responsibilities, ensure compliance with the terms of this Decree by reviewing reports and information from SLS Hotel, attending training sessions,

requesting and obtaining additional information when needed, and making recommendations as set forth in detail herein.

Complaints of Discrimination

55. The DCM shall receive, oversee and be personally involved in the investigation of all complaints of discrimination based on race, color, and/or national origin made formally or informally, via any method, at the Miami Region Properties. Promptly upon learning of a complaint of discrimination, the DCM shall provide written notice to the Chief Human Resources Officer identifying the location of the complaint, describing the nature of the complaint, identifying the persons involved and outlining the planned investigatory steps. With respect to each complaint of discrimination, the DCM shall prepare a Complaint Report within two months of the complaint and provide a copy of the report to the EEOC. The Complaint Report shall include the following:

- a. Employee's full name; employee's race, color, national origin; name of property/properties or venue(s) where the employee works and position held; employee's supervisor(s);
- b. Date of Complaint;
- c. The full name, job title or position applied for, work address, last known home address, last known telephone number, e-mail address of the person(s) who are alleged to have engaged in discrimination;
- d. The allegations made in the Complaint;
- e. Facts known relating to the Complaint; and
- f. A summary of the investigation and any action taken in response to the Complaint.

56. The DCM shall personally attend the interviews of the complainant, the decision maker and/or alleged discriminating individuals, and may attend the interviews of any witnesses at his or her discretion. The DCM shall make recommendations to the SLS Hotel as to additional interview steps that should be taken, and/or recommendations for corrective action. The DCM shall provide a copy of his/her recommendations to the Chief Human Resources Officer and the EEOC.

Notifications of Involuntary Separations

57. The DCM shall receive notice of any terminations, layoffs, or involuntary separation from employment decisions that occur at the Miami Region Properties. With respect to each notice, SLS Hotel shall provide the DCM and the EEOC the following information within one month of the employment decision:

- a. Employee's full name; employee's race, color, national origin; name of property/properties or venue(s) where the employee works and position held;
- b. employee's supervisor(s);
- c. Reason for involuntary separation;
- d. Any manager or supervisor involved in the decision to terminate the employee(s);
- e. A copy of the personnel file of the employee(s) subject to involuntary separation and any documents pertaining to the employee(s) involuntary separation.

58. The DCM will make a recommendation based on his or her analysis and share this analysis of this information and the DCM's recommendation with the EEOC in a written

report.

Reporting

59. DCM shall furnish to the EEOC written Reports once annually for the duration of this Decree. The written reports shall cover the Miami Region Properties. The first report shall be due six (6) months after entry of the Decree and thereafter by October 1st annually. Each such Report shall contain the following provisions, as applicable:

- a. A certification that SLS Hotel conducted all training required in Paragraphs 31 through 45 above.
- b. A certification that SLS Hotel has made and/or maintained the posting and distributions required in Paragraphs 48 and 49 above.
- c. SLS Hotel shall disclose reports of complaints of discrimination on the basis of race, color and/or national origin at the Miami Region Properties. Reports on complaints of discrimination shall include: (1) employee's name; (2) employee's race, color, national origin; (3) name of property/properties or venue(s) where the employee works and position held; (4) employee's supervisor(s); (5) summary of employee's complaint; (6) summary of the investigation conducted; (7) summary of the resolution of complaint. DCM shall take steps set forth in Paragraphs 51 through 58 above.
- d. In the event there are no complaints of discrimination on the basis of race, color and/or national origin against at the Miami Region Properties responsive to sub-paragraph (c) above, SLS Hotel shall send the EEOC a "negative" report indicating no activity.

- e. SLS Hotel shall disclose employees who are laid-off, terminated, or in any way are involuntarily separated at the Miami Region Properties during the duration of this Decree. The disclosure shall include: (1) employee's name; (2) the reason for employee's lay-off, termination, or involuntarily separation from SLS Hotel; (3) last known home addresses, last known home and/or cellular telephone numbers of the employee who was laid-off, terminated, or in any way involuntarily separated from SLS Hotel; (4) the race, color and/or national origin of the employees who are laid-off, terminated, or in any way are involuntarily separated from SLS Hotel; (5) name of property/properties or venue(s) where the employee worked and last position held; (6) the manager who supervised the employee; and (7) the human resources official who handled the employee's lay-off, termination, or involuntarily separation from SLS Hotel. DCM shall take steps set forth in Paragraphs 57 through 58 above.
- f. In the event there are no lay-offs, terminations, or involuntarily separations from SLS Hotel responsive to sub-paragraph c, above, SLS Hotel shall send the EEOC a "negative" report indicating no activity.

Compliance

60. The EEOC may review compliance with this Decree at any time during its duration. In reviewing compliance, EEOC may obtain information and materials from the DCM.

61. If at any time during the duration of this Decree the EEOC believes that SLS Hotel is in violation of this Decree, the EEOC may conduct appropriate interviews of employees at the Miami Region Properties. In connection with any such interviews, the EEOC shall

provide SLS Hotel with at least five (5) business days' notice of its intent to conduct interviews by notifying the DCM of the upcoming interviews. After the interviews, the EEOC shall give notice of any alleged violation(s) to SLS Hotel. Thereafter, the parties shall follow the Dispute Resolution Procedure set forth in Paragraphs 65 through 67 below.

62. Any submissions, reports, certifications, notices, or other materials that are required to be submitted to EEOC shall be mailed to the attention of "EEOC Regional Attorney, Robert E. Weisberg, Re: SLS Hotel Consent Decree," at United States Equal Employment Opportunity Commission, Miami Tower, 100 SE 2nd Street, Suite 1500, Miami, Florida 33131, and via e-mail at robert.weisberg@eeoc.gov.

63. Submissions, reports, certifications, notices, or other materials that are required to be submitted to EEOC shall also be maintained by the DCM.

Notification of Successors

64. SLS Hotel and all Miami Region Properties shall provide prior written notice to any potential purchaser of its business and to any other potential successor of the EEOC's lawsuit, including a copy of the EEOC's amended complaint, and the existence and contents of the Decree.

DISPUTE RESOLUTION

65. In the event that EEOC believes that SLS Hotel has failed to comply with any provision(s) of the Decree, EEOC will notify SLS Hotel and SLS Hotel must make a good faith attempt to cure any breach of the Decree within fifteen (15) business days of notification. The fifteen (15) business days to cure provision of this Paragraph shall not apply, however, to the payments required by Paragraphs 13 and 14 above.

66. Following the fifteen (15) business day cure period, and consistent with the Title

VII, EEOC shall have the right to enforce the Decree and/or remedy any breach in this Court.

67. 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.

COSTS

68. Each party to this Decree shall bear its own costs associated with this litigation.

SO ORDERED, ADJUDGED AND DECREED, this _____ day of _____, 2018.

U.S. DISTRICT JUDGE MARCIA G. COOKE
UNITED STATES DISTRICT JUDGE

AGREED TO BY:

FOR THE PLAINTIFF, EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

By: Robert E. Weisberg Date: July 6, 2018
Robert E. Weisberg, Esq.
U.S. Equal Employment Opportunity Commission
Miami District Office
100 SE 2nd Street, Suite 1500
Miami, Florida 33131
Telephone: (305) 808-1789
Facsimile: (305) 808-1835

FOR DEFENDANTS, SLS HOTEL:

By: _____ Date: _____

VII, EEOC shall have the right to enforce the Decree and/or remedy any breach in this Court.

67. 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.

COSTS

68. Each party to this Decree shall bear its own costs associated with this litigation.

SO ORDERED, ADJUDGED AND DECREED, this _____ day of _____, 2018.

U.S. DISTRICT JUDGE MARCIA G. COOKE
UNITED STATES DISTRICT JUDGE

AGREED TO BY:

FOR THE PLAINTIFF, EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

By: _____ Date: _____
Robert E. Weisberg, Esq.
U.S. Equal Employment Opportunity Commission
Miami District Office
100 SE 2nd Street, Suite 1500
Miami, Florida 33131
Telephone: (305) 808-1789
Facsimile: (305) 808-1835

FOR DEFENDANTS, SLS HOTEL:

By: Jack Myers C.H.R.O. Date: 7/10/18

EXHIBIT “A”



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Miami District Office**

100 SE 2nd Street, Suite 1500, Miami, FL 33131
Intake Information Group: (800) 669-4000
Intake Information Group TTY: (800) 669-6820
Miami Status Line: (866) 408-8075
Miami Direct Dial: (305) 808-1740
TTY (305) 808-1742
FAX (305) 808-1855

LEGAL NOTICE

This Notice is being posted pursuant to an agreement reached between Spoonful Management Miami, LLC and SBEHG 1701 Collins Miami, LLC (collectively referred to as the "SLS Hotel") and the U.S. Equal Employment Opportunity Commission ("EEOC"). The SLS Hotel and the EEOC amicably resolved Case No. 1:17-cv-21446, which was filed by the EEOC in the United States District Court for the Southern District of Florida on April 18, 2017. In the lawsuit, the EEOC alleged that the SLS Hotel violated the law by wrongfully terminating its stewards/dishwashers on the basis of race (Black), color (Black), and national origin (Haitian). The SLS Hotel denied any wrongdoing or violation of the law, and denied the EEOC's allegations. Nevertheless, as a result of mediating their dispute, the SLS Hotel and EEOC were able to fully resolve the EEOC's claims and, among other things, the SLS Hotel agreed to post this Notice as part of the resolution.

The SLS Hotel reaffirms that Title VII protects individuals from employment discrimination because of their color, race, and/or national origin. The SLS Hotel has never and will never condone employment discrimination of any kind as set forth in federal anti-discrimination laws, including, but not limited to, race, national origin, and color discrimination. There will be no intentional discrimination in violation of the provisions of Title VII of the Civil Rights Act of 1964, as amended.

The SLS Hotel wishes to assure each and every one of its employees that it supports Title VII and will never 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 or government agencies. Appropriate corrective action, up to and including termination, shall be taken against any employee (including management personnel) found to have violated the SLS Hotel's policies prohibiting discrimination and retaliation.

The EEOC is a federal government agency that 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, in addition to the reporting methods provided to you at the SLS Hotel, you may contact the EEOC at (305) 808-1740. The EEOC charges no fees and has employees who speak languages other than English, including Spanish and Haitian Creole.

This Notice shall be posted for three (3) years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice may be directed to: SLS Hotel Settlement, c/o EEOC, Miami Tower, 100 SE 2nd Street, Ste. 1500, Miami, Florida 33131.

Date:

7/10/18

Jack Myers CHRO
The SLS Hotel

**THIS IS AN OFFICIAL NOTICE AND MUST REMAIN POSTED UNTIL _____, 2021.
THIS NOTICE MUST NOT BE DEFACED, ALTERED, OR COVERED.**