



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Miami District Office

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Laurence Juriga
c/o William R. Amlong, Esq.
The Amlong Firm
500 NE 4th Street
Ft. Lauderdale, FL 33301

Charging Party

CITY OF NORTH MIAMI
c/o Roland Galdof, Esq.
Office of the City Attorney
776 NE 125th Street
N. Miami, FL 33161

Respondent



Re: EEOC Charge No.: 510-2015-03504
Laurence Juriga vs. CITY OF NORTH MIAMI

Please find enclosed the fully executed settlement agreement in the above matter. We thank you for participating in our alternative dispute resolution program.

This settlement agreement closes EEOC's processing of EEOC Charge No.: 510-2015-03504.

If you have any questions or concerns, please feel free to contact me.

Sincerely,

Marvin C. Trojer for
Ozzie Black
Acting Miami District Director

November 30, 2015
Date:



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Website: www.eeoc.gov

MEDIATION SETTLEMENT AGREEMENT

EEOC CHARGE NUMBER: 510-2015-03504
CHARGING PARTY: Laurence Juriga
RESPONDENT: City of North Miami

1. In exchange for the promises made by City of North Miami ("Respondent") pursuant to EEOC Charge Number, 510-2015-03504, Laurence Juriga ("Charging Party") agrees not to institute a lawsuit under Title VII of the Civil Rights Act of 1964, as amended, based on EEOC Charge Number 510-2015-03504.

2. Further the parties agree that submission of this agreement to EEOC will constitute a request for closure of EEOC Charge Number 510-2015-03504.

3. It is understood that this agreement does not constitute an admission by Respondent of any violation of Title VII of the Civil Rights Act of 1964.

4. Respondent agrees that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice deemed illegal under Title VII of the Civil Rights Act of 1964 as a result of filing this charge, or for giving testimony, assistance or participating in any manner in an investigation, proceeding or a hearing under the aforementioned Act(s).

5. This document constitutes a final and complete statement of the agreement between the parties. The parties acknowledge that the Charging Party and Respondent will enter into a supplemental agreement. The parties also acknowledge that EEOC will not enforce any provision(s) of the supplemental agreement.

6. The parties agree that the EEOC is authorized to investigate compliance with this agreement and that this agreement may be specifically enforced in court by the EEOC or the parties and may be used as evidence in a subsequent proceeding in which a breach of this agreement is alleged.

7. As evidence of a good faith effort to resolve EEOC Charge Number 510-2015-03504, Respondent offers and Charging Party accepts the following proposal of settlement:

- A. Respondent agrees to pay the Charging Party \$32,490.00 in full and final resolution of EEOC Charge Number 510-2015-03504. Respondent further agrees to distribute the stipulated settlement amount in the following manner: (1) A check made payable to the Charging Party in the amount of \$24, 990.00, less taxes and the appropriate legal withholdings at the following address Charging Party, Laurence Juriga, and (2) A check made payable to William R. Amlong, Esquire, The Amlong Firm., 500 Northeast Fourth Street, Fort Lauderdale, FL 33301, Telephone: (954) 462-1983, in the amount of \$7,500.00, no deductions, which an IRS Form 1099-MISC will be issued at the appropriate time.
- B. Respondent and Charging Party agree the two (2) checks referenced in paragraph 7(A) of this EEOC Mediation Settlement Agreement will be mailed to the appropriate parties to the addresses as listed in 7 A above of this EEOC Settlement Agreement by no later than forty-five (45) calendar days from the date of Respondent's signature of the EEOC Settlement Agreement, provided Respondent approves and implements the administrative regulation referenced in paragraph 7D of this EEOC Mediation Settlement Agreement.

- C. Respondent agrees to execute a onetime match of Charging Party's salary to the current Chief of Police, Leonard Burgess, salary effective September 18, 2015, by no later than forty-five (45) calendar days from the date of Respondent's signature of the EEOC Settlement Agreement, provided Respondent approves and implement the administrative regulation referenced in paragraph 7D of this EEOC Mediation Settlement Agreement.
- D. Respondent and Charging Party agree and understand that contingent upon Respondent's City Manager's authorization, approval and signature Respondent will create and implement an administrative regulation within thirty (30) to forty-five (45) days Calendar days from execution of the EEOC Mediation Settlement that would allow the Charging Party to qualify to receive health insurance benefits up to the age of sixty-five (65), paid by Respondent, when Charging Party retires. Respondent and Charging Party further agree that if Respondent's City Manager declines to create and implement the above referenced administrative regulation, Respondent and Charging Party will contact the EEOC Mediator, Timothy Davis, (305) 808-1780, within ten (10) business days from the date of Respondent's City Manager's rejection to schedule a mediation to attempt to resolve this charge.
- E. Charging Party acknowledges that the decision to sign the supplemental agreement, with or without review and consultation with an attorney, is solely and entirely his decision.

Karen Muel
Respondent

9/18/15
Date

[Signature]
Respondent Representative

9/18/15
Date

[Signature]
Charging Party

9/18/2015
Date

[Signature]
Charging Party Representative

9/18/2015
Date

In reliance on the promises made in paragraphs 7 through (A) though ~~(B)~~ above, EEOC agrees to terminate its investigation and to not use the above referenced charge as a jurisdictional basis for a civil action under Title VII of the Civil Rights Act of 1964. EEOC does not waive or in any manner limit its right to investigate or seek relief in any other charge including, but not limited to, a charge filed by a member of the Commission against the Respondent.

On Behalf of the Commission:

Marnie C. Kroger for
Ozzie Black, Acting District Director

11/24/15
Date