

FILED

**IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF FLORIDA
ORLANDO DIVISION**

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U.S. DISTRICT COURT
MIDDLE DISTRICT OF FLORIDA
ORLANDO, FLORIDA

**EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)**

Plaintiff,)

v.)

SEA WORLD OF FLORIDA, INC.,)

Defendant.)

**CIVIL ACTION NO.
99-170-CIV-ORL-22C**

710

ORDER

1. This Order (the "Order") is made and entered into by and between Plaintiff, the Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC") and Defendant, Sea World of Florida, Inc (the "Company"). The Commission and the Company are collectively referred to herein as "the Parties."

2. On June 11, 1999, EEOC initiated this action by filing its Complaint against the Company. The EEOC's Complaint alleged that the Company 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"). The Commission's Complaint alleged that a female employee, Michelle Willoughby, and other similarly situated individuals, were subjected to sexual harassment in the form of a hostile work environment at the Sea World of Florida facility in Orlando ("Sea World"). The Complaint further alleged that Ms. Willoughby was constructively discharged.

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3. The Company has filed an answer to the EEOC's complaint denying all allegations. Accordingly, the Company enters into this Order without admitting and continuing to expressly deny those allegations, but to avoid protracted litigation and attorneys' fees and expenses associated with defending such litigation. Nothing in this Order shall be construed as an admission by the Company that its actions, inactions, programs or practices have at any time violated Title VII of the Civil Rights Act of 1964, as amended.

4. The Parties have agreed that this action should be finally resolved by entry of this Order. This Order is final and binding upon the Parties, their successors and assigns.

5. The Parties agree that this Order resolves all claims arising out of EEOC Charge Number 150-96-2485 and the Complaint filed in this action, and constitutes a complete resolution of all claims under Title VII that were made by the Commission in this action.

6. NOW, THEREFORE, the Court having carefully examined the terms and provisions of this Order, and based on the pleadings filed by the parties, it is **ORDERED AND ADJUDGED THAT:**

JURISDICTION

7. This Court has jurisdiction of the subject matter of this action and over the Parties for the purposes of entering and enforcing this Order.

8. Venue is proper.

GENERAL INJUNCTIVE PROVISIONS

9. The Company, its officers and/or employees, are enjoined from engaging in the following 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 and/or by subjecting an individual to sexual harassment or circumstances which lead to the constructive discharge of an individual due to sexual harassment.

10. The Company, its officers and/or employees, are enjoined from illegally discriminating against any employee who opposes any of its practices which the employee believes to be a violation of the Title VII; who files a charge of discrimination with the EEOC alleging violation(s) of such statute; who cooperates with the EEOC in the investigation and/or prosecution of any charge of discrimination; or who cooperated in the investigation or prosecution of this case.

TRAINING

11. The Company has established a written policy of compliance with Title VII at Sea World. The Company agrees that all Sea World employees and managers will have been provided with a complete copy of Exhibit A no later than April 3, 2000.

12. The Company will conduct training for all of Sea World's managers and employees on sexual harassment. Such training sessions shall be four (4) hours in length for those employees who are managers, directors and vice presidents, and one (1) hour in length for all other employees in groups no larger than 30 individuals. Managers, directors and vice presidents currently employed by Sea World will receive their training no later than June 1, 2000. Any subsequent manager, director and vice president will receive training by December 1, 2000. Training of employees will commence no later than April 1, 2000 and will be completed no later than December 1, 2000. New employees will receive training as

part of their first day orientation. Sea World agrees to provide the EEOC with notice before it begins its training session(s) with copies of all training materials to be used at the training session(s). A list of the names and titles of each employee who attended the training and the dates of such training will be provided within 30 days after the training is held.

POSTING

13. The Company will post the Notice, attached as Exhibit B, at Sea World no later than April 3, 2000. Said notice shall be posted for one (1) year from the date signed in a conspicuous location accessible to all employees. Specifically, the notice will be posted on an employee bulletin board in or around the employee lounge or lunch area.

MONITORING

14. The Company will retain all Sea World employment records relating in any way to any complaint or allegation of sexual harassment for the duration of this Order and as required under federal law.

15. The Company will provide a copy of this Order to any Sea World employee who requests same in writing.

16. By May 10, 2000, The Company will notify the EEOC that Sea World has posted all notices required to be posted by this Order. By July 15, 2000, the Company will notify the EEOC that the training sessions at the Sea World facility required by Paragraph 12 of this Order have begun; that the managers, directors and vice presidents have been trained; and that the employee training is on schedule for completion no later than December 1, 2000. The Company will notify the EEOC no later than September 1, 2000, that Sea World is in compliance and will also provide the EEOC with the identification of any Sea World employee who, since the judge entered this Order, has submitted an internal complaint (oral

or written) of sexual harassment to a Sea World employee at the manager level or above, including but not limited to any human resources representative at any such level.

MONETARY RELIEF

17. The Company agrees to pay by check to Georgina Ramirez a total of \$36,000.00, no later than April 15, 2000. Payments to Ms. Ramirez shall be forwarded directly to her at 1123 Orne Court, Kissimmee, Florida, 34759. The Company will issue tax form(s) to Ms. Ramirez as required by law.

18. The Company agrees to pay to Catherine Mazzei a total of \$36,000.00, (\$10,000 of which is for back pay), less applicable legal deductions withheld for FICA and other amounts as required by state and federal law, no later than April 15, 2000. The Company shall deliver a statement of amount(s) withheld with the check. Payments to Ms. Mazzei shall be forwarded directly to her at 565 Conure Street, Apopka, Florida 32712. Sea World shall be responsible for the payment of the employer's share of any federal, state, and local taxes. Sea World will issue tax form(s) to Ms. Mazzei as required by law.

19. The Company agrees to pay, by April 15, 2000, to Michelle Willoughby the sum of \$37,856.25 for compensatory damages and to provide the EEOC with notice that such payment has been made by April 15, 2000, to Ms. Willoughby in care of to Thomas H. Buscaglia, her attorney. Sea World will issue tax forms to Ms. Willoughby as required by law.

20. The Company agrees to provide the EEOC with copies of documents evidencing the payments set forth in paragraphs 17, 18 and 19 above. Said documents shall be forwarded to the attention of Lauren Greenbaum, Trial Attorney, at the Miami District Office of the EEOC, 2 South Biscayne Boulevard, Suite 2700. Miami, Florida, 33131.

21. If the Company fails to tender the above-mentioned payments within the period

agreed upon, the Company 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 Company.

ENFORCEMENT OF ORDER

22. Each of the Parties shall have independent authority to seek the judicial enforcement of any aspect, term or provision of this Order.

COSTS

23. Each of the Parties shall bear its own costs and attorneys' fees associated with this litigation.

DURATION OF ORDER

24. This Order shall remain in effect for one (1) year from the date of the Court's entry of the Order. The Case is dismissed, with prejudice. The court retains jurisdiction to enforce this Order.

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

By: *Delner Franklin Thomas* Date: *2-29-00*
Delner Franklin-Thomas, Esquire
Regional Attorney
Miami District Office
United States Equal Employment Opportunity Commission
One Biscayne Tower, Suite 2700
2 South Biscayne Boulevard
Miami, Florida 33131

AGREED TO:
FOR THE DEFENDANT,
SEA WORLD OF FLORIDA, INC.

By: *Marcia M. Howard* Date: *2-23-00*
Marcia Morales Howard, Esquire
McGuire, Woods, Battle & Boothe LLP
Attorney for Defendant Sea World, Inc.
50 North Laura Street, Suite 3300
Jacksonville, Florida 32202

SO ORDERED, ADJUDGED AND ORDERD this *14th* day of *March*, 2000.

Anne C. Conway
Anne C. Conway
United States District Judge

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Exhibit "A"
SEXUAL HARASSMENT

Sexual Harassment is a violation of the law and a form of employee misconduct that Sea World of Florida strongly disapproves of and does not tolerate. Sea World of Florida is committed to maintaining a work environment free of sexual harassment.

The Company prohibits unwelcome sexual advances or requests or demands for sexual favors, or other verbal, physical or visual conduct of a sexual nature when submission to or rejection of such conduct is a basis for employment decisions, or when such conduct creates a hostile or offensive working environment.

Examples of offensive or inappropriate conduct include, but are not limited to: pressure for dates or sex in exchange for a job benefit or continued employment; lewd or sexually suggestive comments; sexual jokes; innuendoes; leers; unwelcome flirtations; touching of a sexual nature; or any display of sexually explicit pictures or objects.

Anyone who violates this policy will be subject to disciplinary action up to and including termination. Any manager or supervisor who becomes aware of conduct which may constitute sexual harassment and fails to report the matter pursuant to this policy will be subject to disciplinary action up to and including termination.

COMPLAINT PROCEDURE

- I. Any employee who has a complaint of sexual harassment or who is aware of conduct which may constitute sexual harassment should immediately report the problem to his/her supervisor, to the head of his/her department, to the local human resources manager, or to Personnel Communications, Corporate Human Resources, One Busch Place, St. Louis, MO 63118-1850, (314) 577-4277 or 1-800-325-9393.
- II. Complaints of sexual harassment will be promptly investigated and will be handled, to the extent possible, in a confidential manner. If it is determined that an employee has violated this policy, appropriate disciplinary actions, up to and including termination, will be taken against the offending employee. The employee making the complaint and the employee accused will be informed of the results of the investigation.
- III. Retaliation is unlawful and the Company will not tolerate any form of retaliation against an employee for making a complaint under this policy or for assisting in an investigation of a complaint and will appropriately discipline any employee who has so retaliated.

ADMINISTRATION

All questions regarding the interpretation and administration of this policy should be directed to the local human resources manager or to the Director, Employee Development, Corporate Human Resources.

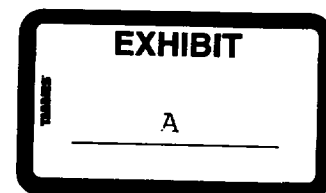


EXHIBIT "B" NOTICE

**NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO AN ORDER BETWEEN THE
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
AND SEA WORLD OF FLORIDA, INC.**

This notice is being posted as part of an Order entered by the Court in Equal Employment Opportunity Commission v. Sea World of Florida, Inc., Civil Action No. 99-170 CIV-ORL-22C. Sea World of Florida, Inc. will not discriminate against employees 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, sex (including sexual harassment and pregnancy) and/or national origin. Title VII also protects individuals from retaliation for having complained of an unlawful employment practice. Sea World of Florida, Inc., will not condone discrimination of any kind as set forth in federal laws, including, but not limited to, sexual harassment.

Furthermore, Sea World of Florida, 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.

Appropriate corrective action, up to and including termination, shall be taken against any employee (including management personnel) found to violate the policies regarding discrimination, based upon the circumstances involved.

This notice shall remain posted one (1) year from the date signed. 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 or (305) 530-6005.

Signed this ____ day of ____, 2000.

Victor C. Abbey
Executive Vice President & General Manager
Sea World of Florida