

UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
TAMPA DIVISION

UNITED STATES EQUAL EMPLOYMENT )  
OPPORTUNITY COMMISSION, )

Plaintiff, and )

ROBERT D. WEIR )

Intervenor Plaintiff )

v. )

SAND KEY ASSOCIATES, LTD., )  
d/b/a SHERATON SAND KEY RESORT )

Defendant )

ROBERT D. WEIR )

Plaintiff, )

v. )

RICK MITCHEN, )

Defendant )

CIVIL ACTION NO.  
8:04-cv-1863-T-30MAP

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"), Plaintiff Intervenor Robert D. Weir (hereinafter "Weir" or "Plaintiff Intervenor"), and Defendant, Sand Key Associates, Ltd. d/b/a Sheraton Sand Key Resort (hereinafter referred to as the "Company" or "Defendant"). The Commission, Plaintiff Intervenor, and Defendant are collectively referred to herein as "the Parties."

2. On August 12, 2004, EEOC initiated this action by filing its Complaint in the United States District Court for the Middle District of Florida, Tampa Division, Civil Action No. 8:04-CV-1863-JSM-MAP, based upon a charge filed by Weir (EEOC Charge No. 15H-A3-00074). EEOC's Complaint alleges that Defendant 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 200e *et seq.* ("Title VII") by subjecting Weir and other similarly situated individuals to sexual harassment by their supervisor which was sufficiently severe and pervasive to constitute a hostile, intimidating work environment.

3. Subsequently, Weir filed a motion to intervene in this action, which was granted by the Court. Weir's Intervenor Complaint alleges the same Title VII violations as Plaintiff EEOC's Complaint and includes a constructive discharge claim, as well as a claim under the Florida Whistleblower Act and other State causes of action and seeks recovery against Mitchen individually.

4. 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 entry of this Decree. This Decree is final and binding upon the Parties, their successors and assigns.

5. The Parties agree that this Decree resolves all claims alleged against the Defendant and Mitchen in the EEOC Charge No. 15H-A-300074, and the Complaints filed in this action, and constitutes a complete resolution of all claims under Title VII that were made by the Commission and all claims brought by Plaintiff Intervenor in this action.

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

8. No party shall contest jurisdiction of this federal court to enforce this Decree and its terms or the right of the EEOC to seek enforcement in the event Defendant breaches any of the terms of this Decree.

**GENERAL PROVISIONS**

9. Defendant, its officers, and employees, are hereby 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 because of their gender.

10. Defendant, its officers, and employees, are hereby enjoined from discriminating against any employee who opposes any of Defendant's practices which the employee believes to be unlawful employment discrimination, 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.

**DISCRIMINATION POLICY AND TRAINING**

11. Defendant has established a written policy against sexual harassment which is attached as Exhibit A. Defendant agrees that all of its employees and

managers will be provided a complete copy of its policy against sexual harassment within the later of October 30, 2005, or thirty (30) days of the entry of this Decree. Defendant also agrees that all new employees shall be given a copy of its policy against sexual harassment within their first week of employment with the Defendant.

12. In order to further ensure the effective implementation of Defendant's anti-discrimination policy, Defendant will conduct an eight (8) hour annual training for all of its managers and supervisory personnel with specific emphasis on recognizing harassment, on acts that could constitute retaliation, and on the proper procedure to be followed if they become aware of harassment in the workplace or if they receive complaints of discrimination. Defendant 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, the identification of the training materials to be used at the training session, and confirmation that all managers and supervisors will be in attendance. The training will be conducted by Integrated Employer Resources. Additionally, Defendant agrees that the EEOC shall, at the EEOC's discretion, be in attendance at each training session(s).

13. Defendant agrees that the training described in paragraph 12 shall be conducted within thirty (30) days of the entry of this Decree. And, should thereafter take place annually in the same format, by September 30, for the duration of this Decree. Defendant further agrees that the discrimination policy and training materials utilized for the training described in paragraph 12 shall be presented to and explained to all new managers and supervisors, who did not attend the annual training, within thirty (30) days of being placed in a management or supervisory position.

**DISCIPLINE TO OFFENDING EMPLOYEE**

14. Defendant agrees that within fifteen (15) calendar days of the entry of this Decree it will discipline Mitchen for having violated the Company's policy against unlawful sexual harassment. Such discipline shall consist of a written warning to be placed in Mitchen's employee file explicitly stating that he is being disciplined for violating the Company's policy against sexual harassment and stating that any future violations of the policy against sexual harassment will result in immediate discharge. Defendant further agrees that it will provide the EEOC with a copy of the written warning once it has been issued to the offending employee.

**POSTING**

15. Defendant will post a laminated 11 x 14 copy of the Notice, attached as Exhibit B, no later than September 30, 2005. Said notice shall be posted at Defendant's hotel located in Clearwater, Florida for the duration of this Decree in a conspicuous location accessible to all employees such as an employee bulletin board and/or break/lunch room.

**MONITORING**

16. Defendant will retain all employment and/or investigative records relating in any way to any complaint or allegation of harassment at the Defendant's Florida hotel for the duration of this Decree and as required under federal law.

17. Defendant will certify to the EEOC semi-annually 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 thirty (30) days from the first training provided pursuant to paragraph 12. With each certification Defendant will further provide the

EEOC with the name, address, number of any person who has complained to their manager or human resources that they have been harassed while working for Defendant during the preceding six (6) month period. Defendant will also state the actions taken in response to each such allegation and provide any and all documentation associated with such complaint. The certifications required to be submitted to the EEOC pursuant to this Consent Decree shall be mailed with the notation SHERATON SAND KEY MONITORING to: United States Equal Employment Opportunity Commission, Attention: Office of the Regional Attorney, 1 Biscayne Tower, Suite 2700, 2 South Biscayne Boulevard, Miami, Florida 33131.

#### **MONETARY RELIEF**

18. Defendant agrees to pay a monetary amount set forth in Exhibit C to resolve this litigation. The payments referenced herein shall issue within fifteen (15) calendar days from the Court's execution of this Decree. The monies shall be distributed as set forth below in Exhibit C attached hereto.

19. If Defendant fails to tender the above-mentioned payments as set forth in paragraph 18 above, then Defendant 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.

#### **ENFORCEMENT OF DECREE**

20. The Commission shall have independent authority to seek the judicial enforcement of any aspect, term or provision of this Decree.

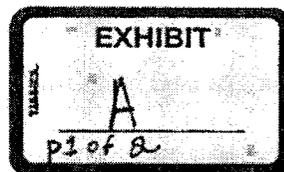
## SEXUAL HARASSMENT

Sexual harassment, defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, any unequal treatment that is not necessarily of a sexual nature, but which is harassing and occurs only to members of a certain sex, is strictly forbidden by Sheraton Sand Key Resort. It is our policy that all employees are responsible for assuring that our work place is free from any unwelcome behavior. Because the hotel strongly disapproves of offensive or inappropriate sexual behavior at work, everyone must avoid any action or conduct which could be viewed as sexual harassment.

If you see sexual harassment, or believe that you have been sexually harassed at work, you must bring this to our attention at once. We suggest you bring the complaint to the attention of the Director of Human Resources. You must report your complaint as soon as you believe the harassment has occurred.

All complaints will be addressed immediately and thoroughly investigated. Special privacy safeguards will be applied to protect the privacy of the person filing the complaint as well as that of the person accused of the harassment. All parties involved will be treated with respect and dignity. Appropriate corrective action will be taken to stop the harassment and provide effective remedies.

Human Resources will retain confidential documentation of the event and the investigation. When the investigation is completed, management will take appropriate corrective measures, including disciplinary action, as justified, to remedy any violation of this policy.



# Sheraton Sand Key

RESORT  
CLEARWATER BEACH

## HARASSMENT POLICY

Human Resources

New Hire \_\_\_\_\_  
(Please print legal name)

This is a written description of our ethnic and sexual harassment policy.

The Resort strictly forbids ethnic harassment, defined as discrimination with regards to race, color, sex, religion, national origin, age, handicap, disability or marital status or any other basis that is or may be prohibited by law.

Sexual harassment, defined as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature, any unequal treatment that is not necessarily of a sexual nature, but which is harassing and occurs only to members of a certain sex, is strictly forbidden by the Resort.

It is our policy that all employees are responsible for assuring that our work place is free from any unwelcome behavior. Because the Resort strongly disapproves of offensive or inappropriate comments or sexual behavior at work, everyone must avoid any action or conduct that could be viewed as ethnic or sexual harassment.

All complaints will be addressed immediately and thoroughly investigated. Special privacy safeguards will be applied to protect the privacy of the person filing the complaint as well as that of the person accused of harassment. We require you to bring the complaint to the Director of Human Resources. You must report your complaint as soon as you believe the harassment has occurred.

All parties involved will be treated with dignity and respect. Appropriate corrective action will be taken to stop the harassment and provide effective remedies. Once the investigation is completed, management will take the appropriate measures, including disciplinary action, as justified, to remedy any violation of this policy.

By signing this form, I acknowledge that I have read and understand the Resort's harassment policy.

Signature \_\_\_\_\_  
(Please sign your legal name)

Today's date \_\_\_\_\_

Date of employment \_\_\_\_\_

**EXHIBIT B**

**NOTICE TO ALL EMPLOYEES  
POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE  
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND  
SAND KEY ASSOCIATES, LTD. d/b/a SHERATON SAND KEY RESORT**

This notice is being posted pursuant to a Consent Decree entered by the Court in *U.S. EEOC vs. Sand Key Associates, Ltd. d/b/a Sheraton Sand Key Resort*, Civil Action No. 8:04-CV-1863-JSM. Sheraton Sand Key Resort has agreed that it will not discriminate against employees on the basis of gender 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, or sex. Sheraton Sand Key Resort will not condone employment discrimination of any kind as set forth in federal anti-discrimination laws.

Furthermore, Sheraton Sand Key Resort, 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 for three (3) years 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.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2005.

AGREED TO:

FOR THE DEFENDANT:

SAND KEY ASSOCIATES, LTD. d/b/a SHERATON SAND KEY RESORT

By: \_\_\_\_\_  
President

DO NOT REMOVE BEFORE \_\_\_\_\_, 2008.

### EXHIBIT C

In order to resolve Civil Action No. 8:04-CV-1863-JSM, *U.S. EEOC V. Sand Key Associates, Ltd. d/b/a Sheraton Sand Key Resort*, Sand Key Associates, Ltd. Shall pay the total amount of \$172,500.00 to be distributed as follows:

- a. One Hundred Sixty-Eight Thousand, Five Hundred Dollars (\$168,500.00) shall issue to Robert D. Weir and be representative of compensatory, punitive damages, and attorneys' fees and costs and will be in full satisfaction of any and all claims that Robert Weir could have brought against Defendant and/or Richard Mitchen. Defendant shall issue the check in the amount of \$168,500.00 to Robert D. Weir and the Shanafelt Law Firm, P.A. The check shall be mailed, certified return receipt requested, to the Shanafelt Law Firm at 803 Turner Street, Clearwater, FL 33756. The Defendant may issue a form 1099 to the Shanafelt Law Firm for this amount.
- b. Four Thousand Dollars (\$4,000.00) shall issue to Troy Johnson and be representative of compensatory, punitive damages, and attorneys' fees and costs and will be in full satisfaction of any and all claims that Troy Johnson could have brought against Defendant in the suit filed by the Commission. Defendant shall issue the check in the amount of \$4,000.00 to Troy Johnson. The check shall be mailed to Troy Johnson, certified return receipt requested, at an address to be provided by EEOC. The Defendant will issue a form 1099 to Mr. Troy Johnson substantiating same.
- c. The payments referenced herein shall issue within fifteen (15) calendar days from the Court's entry of this Decree. Copies of the payment checks shall be forwarded to the attention of Carla J. Von Greiff, Senior Trial Attorney, U.S. Equal Employment Opportunity Commission, 501 East Polk Street, Suite 1000, Tampa, FL 33602.

COSTS

21. Each Party shall bear its own attorneys' fees and costs associated with this litigation.

DURATION OF CONSENT DECREE

22. The duration of this Decree shall be three (3) years from the date of entry of the Decree.

23. The Court will take whatever measures necessary to effectuate the terms of this Decree.

SO ORDERED, ADJUDGED AND DECREED, this 4 day of Oct., 2005.

  
\_\_\_\_\_  
JAMES S. MOODY, JR.  
UNITED STATES DISTRICT JUDGE

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

By: 

Date: 9/9/05

Delner Franklin-Thomas  
Regional Attorney  
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Miami District Office  
One Biscayne Tower, Suite 2700  
2 South Biscayne Boulevard  
Miami, FL 33131  
Telephone: (305) 530-6001  
Facsimile: (305) 536-4494

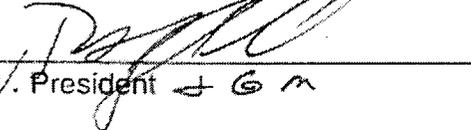
AGREED TO:  
FOR THE PLAINTIFF-INTERVENOR

By: 

Date: 7/5/05

Randall V. Shanafelt  
Florida Bar No.  
Shanafelt Law Firm, P.A.  
803 Turner Street  
Clearwater, FL 33756  
Telephone: (727) 441-8533  
Facsimile: (727) 441-8541

AGREED TO:  
FOR THE DEFENDANT:  
SAND KEY ASSOCIATES, LTD. d/b/a SHERATON SAND KEY RESORT

By:   
E.W. President + GM

Date: 9/9/05

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