

IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF FLORIDA  
JACKSONVILLE DIVISION

FILED

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2002 JUN 19 AM 11:22  
U.S. DISTRICT COURT  
JACKSONVILLE, FLORIDA

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )  
 )  
Plaintiff, )  
 )  
and THERESA MCWILLIAMS )  
 )  
Plaintiff-Intervener, )  
v. )  
 )  
THOMPSON & WARD LEASING CO., INC, )  
 )  
Defendant, )  
and )  
 )  
FLORIDA PHYSICIANS LEASING CO., INC., )  
d/b/a PHYSICIANS LEASING CO. )  
 )  
Defendant. )  
\_\_\_\_\_ )

CIVIL ACTION NO.  
3:00 CV-1084 J-20TEM

**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-Intervener Theresa McWilliams (hereinafter "Theresa McWilliams" or "Plaintiff-Intervener"), and Defendants, Thompson & Ward Leasing Co., Inc. and Florida Physicians Leasing Co., Inc. d/b/a Physicians Leasing Co. (hereinafter referred to as the "Companies" or "Defendants"). The Commission, Plaintiff-Intervener, and Defendants are collectively referred to herein as "the Parties."

2. On September 28, 2000, EEOC initiated this action by filing its Complaint in the United States District Court for the Middle District of Florida, Jacksonville Division, Civil Action No. 3:00 CV1084J-20TM, based upon a charge filed by Theresa McWilliams (EEOC Charge No.

89

150-99-1778). EEOC's Complaint alleges that Defendants 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") by subjecting a female employee, Theresa McWilliams, to unlawful sexual harassment in the form of a hostile work environment that persisted despite Ms. McWilliams' complaints to the Defendants. The Complaint further alleges that, as a result of reporting the harassment, Ms. McWilliams was retaliated against and ultimately terminated. On January 16, 2001, the Plaintiff-Intervener became a party to the lawsuit also alleging the same violations of Title VII.

3. In the interests of resolving this matter 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.

4. The Parties agree that this Decree resolves all claims alleged against Defendants in EEOC Charge Number 150-99-1778, EEOC Charge Number 150- A2- 0059, 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 Plaintiff-Intervener in this action. The Parties further agree that this Decree does not resolve any other charges pending with the Commission against the Defendants, other than the charges referred to in this paragraph.

5. Defendants deny the allegations brought by the EEOC and Plaintiff-Intervener as alleged in the Complaints filed in this civil action and make no admission of liability by entering into this Consent Decree.

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**

**DECREE 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. Defendants, their officers and/or employees, agree not to engage 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 the gender of that individual and/or by subjecting an individual to sexual harassment or circumstances which lead to the termination/constructive discharge of an individual due to sexual harassment.

10. Defendants, their officers and/or employees, agree not to discriminate against any employee who opposes any of Defendants' practices which the employee reasonably 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.

**SEXUAL HARASSMENT POLICY AND TRAINING**

11. Defendants have established written policies against sexual harassment, which are attached as Exhibit A(1) and Exhibit A(2). Defendants agree that all of their employees and managers will be provided a complete copy of their respective policy against sexual harassment within thirty (30) days of the entry of this Decree. Defendants also agree that all new employees

shall be given a copy of their respective policy against sexual harassment within their first week of employment with the Defendants. Nothing in this Consent Decree shall prevent the Defendants from modifying the sexual harassment policy during the terms of this Consent Decree. Defendants shall, however, expressly notify the EEOC of the modification on or before the next scheduled monitoring report due date.

12. In order to further ensure the effective implementation of Defendants' anti-discrimination policies, Defendants will conduct a three (3) hour training for all of their managers and supervisory personnel on discrimination 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. Defendants agree to provide the EEOC, at least two weeks notice before they conduct their 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 a general description of the category of employees who will be in attendance at the training. The training will be conducted by attorneys for Defendants, Coffman, Coleman, Andrews & Grogan, P.A. or another qualified law firm or organization mutually agreed upon by Defendants and EEOC, both of whom agree to be reasonable in resolving any such agreement. Additionally, Defendants agree that the EEOC shall, at the EEOC's discretion, be in attendance at each training session(s).

13. Defendants agree that the training described in paragraph 12 shall be conducted within sixty (60) days of the entry of this Decree. And, should thereafter take place annually, by April 30, for the duration of this Decree. Defendants further agree that the sexual harassment 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.

### **POSTING**

14. Defendants will post a laminated 11 x 4 copy of the Notice, attached as Exhibit B, no later than May 30, 2002. Said notice shall be posted at Defendants' offices in Columbus, Ohio and in St. Augustine, 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**

15. Defendants will retain all employment records relating in any way to any complaint or allegation of sexual harassment for the duration of this Decree and as required under federal law.

16. Defendants will certify to the EEOC annually throughout the duration of this Decree that they are 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 Defendants will further provide the EEOC with the name, address, and phone number of any person who alleges they have been sexually harassed while working for Defendants during the preceding six month period. Defendants will also state the actions taken in response to each such allegation and provide any and all documentation associated with such complaint.

### **MONETARY RELIEF**

17. Defendants agree to pay a total amount of \$45,000.00 (forty five thousand dollars) to resolve this litigation. The payments shall be mailed within thirty (30) calendar days from the Court's execution of this Decree and will be disbursed as follows:

(A) Defendants will pay Theresa McWilliams \$21,434.73 (twenty one thousand four hundred and thirty four dollars and seventy three cents) representing compensatory and punitive damages and issue an I.R.S. form 1099 itemizing same.

(B) Defendants will pay Theresa McWilliams \$2,000.00 (two thousand dollars) representing back wages. Defendants agree to make all withholdings as required by law and to pay the employer's share of social security withholdings, and issue a W-2 itemizing same.

(C) Defendants will also pay \$21,565.27 (twenty one thousand five hundred and sixty five dollars and twenty seven cents) to Jeffrey J. Sneed, Esq. representing attorney fees and costs, and shall issue an I.R.S. form itemizing same.

The payments to Ms. McWilliams shall be made by check to Theresa McWilliams in trust of Jeffrey J. Sneed, Esq., and forwarded to Mr. Jeffrey J. Sneed, Esq., Eakin, Sneed & Catalan, P.A. 599 Atlantic Blvd. Suite 4, Atlantic Beach, FL 32233, by certified mail with a return receipt requested. The payment to Jeffrey J. Sneed, Esq shall be made by check to Jeffrey J. Sneed, Esq., and forwarded to Mr. Sneed's business address, by certified mail with a return receipt requested.

18. Defendants agree to simultaneously provide the EEOC with a copy of the payments set forth in paragraph 17 above. Said copy shall be forwarded to the attention of Carla Von Greiff, Trial Attorney, at the Tampa Area Office of the EEOC, 501 East Polk Street, Room 1020, Tampa, Florida, 33602.

19. If Defendants fail to tender the above-mentioned payments within the thirty (30) day period agreed upon in paragraph 17, Defendants 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.

#### **ENFORCEMENT OF DECREE**

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

#### **COSTS**

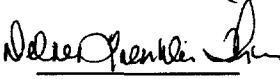
21. Each party shall bear her or its own costs and attorneys' fees associated with this

litigation.


**DURATION OF DECREE**

22. This Decree shall remain in effect for three (3) years from the date of the Court's execution of the Decree.

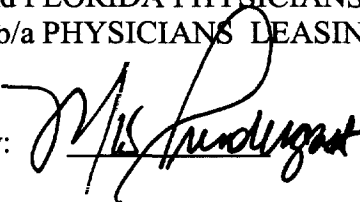
AGREED TO:  
FOR THE PLAINTIFF,  
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

by:  Date: 4/23/02  
Delner Franklin-Thomas  
Regional Attorney  
Pennsylvania Bar No. 54205  
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 PLAINTIFF INTERVENER,  
THERESA MCWILLIAMS

by:  Date: 4/15/02  
Mr. Jeffrey J. Sneed, Esq.  
Florida Bar No. 593450  
EAKIN, SNEED & CATALAN  
599 Atlantic Blvd. Suite 4  
Atlantic Beach, FL 32233

AGREED TO:  
FOR THE DEFENDANTS,  
THOMPSON & WARD LEASING CO., INC,  
and FLORIDA PHYSICIANS LEASING CO., INC.  
d/b/a PHYSICIANS LEASING CO.

by:  Date: April 12, 2002

Michael G. Pendergast  
Florida Bar No. 373311  
COFFMAN, COLEMAN, ANDREWS & GROGAN, P.A.  
P.O. Box 40089  
Jacksonville, Fl 32203

**SO ORDERED, ADJUDGED AND DECREED**, this 20 day of June, 2002.

  
The Honorable Harvey E. Schlesinger  
United States District Judge



**EXHIBIT "A (1)" THOMPSON & WARD LEASING CO.,  
INC.'S POLICY**

**THOMPSON & WARD LEASING CO., INC.  
HARASSMENT POLICY AND COMPLAINT PROCEDURE**

**I. POLICY AGAINST HARASSMENT**

The Company is committed to a collegial work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in an atmosphere that promotes equal opportunities and prohibits discriminatory practices, including sexual and other forms of unlawful harassment. Therefore, the Company expects that all relationships among employees and others associated with the Company be businesslike and free of bias, prejudice and harassment. In keeping with this commitment, the Company maintains a strict policy prohibiting harassment of employees and others based on race, color, sex, religion, national origin, age, handicap or other protected status.

**II. SCOPE OF POLICY**

This policy applies to all conduct of, and all conduct directed towards, any applicants for employment, employees, interns, assistants, contractors, vendors, customers, visitors or any other persons associated with the Company.

**III. SEXUAL HARASSMENT DEFINED**

- A. Sexual harassment constitutes discrimination and can violate federal, state and local laws. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of sexual nature when, for example: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
- B. Sexual harassment includes a wide range of subtle and not so subtle behavior. Depending on the circumstances, this behavior may include, but is not limited to, the following, if the behavior is unwelcome to any individual exposed to the behavior:

**EXHIBIT "A(1)"**

- Using positions of authority to promise, directly or indirectly, any reward in exchange for an individual's compliance with a sexually oriented request.
- Using positions of authority to deny, directly or indirectly, any employment-related opportunity to an individual as a result of the individual's refusal to comply with a sexually oriented request.
- Using threats, directly or indirectly, to coerce compliance with a sexually oriented request.
- Engaging in sexually suggestive physical contact or touching another individual in a way that is unwelcome.
- Engaging in indecent exposure.
- Making sexual or romantic advances towards an individual and persisting despite the rejection of the advances.
- Making or uttering unwanted sexual jokes, innuendos, or obscene language.
- Making graphic commentary about an individual's body, sexual prowess or sexual deficiencies.
- Unwanted sexual actions such as leering, whistling, or prolonged staring at private body parts.
- Displaying sexually suggestive objects or pictures in the workplace.

Sexual harassment can involve males or females being harassed by members of either sex. Sexual harassment can be physical or psychological in nature. An aggregation of a series of incidents can constitute sexual harassment, even if one of the incidents considered on its own would not constitute unlawful harassment. By the same token, one incident, if sufficiently severe, can constitute inappropriate behavior or harassment in violation of this policy.

- C. **Consensual Romantic Relationships** – Consenting romantic and sexual relationships between supervisors and their subordinates, or between co-workers, may lead to unforeseen complications. Lower-level employees may place a certain amount of respect or trust in a supervisor or more senior employee. In addition, a supervisor or more senior employee may have the ability or perceived ability to evaluate or otherwise supervise the lower-level employees. This could diminish the extent to which a lower-level employee feels free to choose whether or not to engage in romantic or sexual relationships with supervisors or more senior employees. While the Company does not intend to legislate social behavior among Company employees, the Company does recognize that encouraging and developing close social relationships, including dating, with employees

makes any supervisor's job more difficult. Because of this, the Company strongly discourages supervisors from dating and developing close social relationships with employees under their supervision. Furthermore, if a supervisor develops a romantic relationship with a subordinate employee, the supervisor is required to notify the General Manager, the Human Resources Director, or the Company President or Vice-President immediately so that the Company can confirm that the relationship is consensual and to allow the Company to take other appropriate action to avoid a potential violation or perceived violation of this policy.

#### IV. REPORTING AN INCIDENT OF HARASSMENT

##### A. Reporting Procedure

1. The Company strongly encourages individuals who believe they are being harassed to promptly notify the offender that his or her behavior is unwelcome. **Notifying the offender, however, is not a required first step.**
2. If, for any reason, an individual does not want to confront the offender directly, such a confrontation does not successfully end the harassment, or if the offender retaliates against the individual, the individual must promptly notify one of the following individuals:
  - a. Jim Ward – Company President (297-8880, ext. 203)
  - b. Ted Thompson – Company Vice-President (297-8880, ext. 204)
  - c. Chris Reese – Human Resources Director (297-8880, ext. 233)
3. If an individual is not being harassed, but believes that someone else is being harassed in violation of this policy or has otherwise witnessed what that person believes to be harassment or inappropriate conduct, that individual is also required to report it to at least one of the above listed individuals.
4. Should any Company supervisor observe or receive **any** reports of **any** conduct that may be a violation of this policy, the supervisor is required to **immediately** report the information to one of the persons listed above. Failure to do so may subject the supervisor to appropriate disciplinary action.

**B. Timeliness in Reporting Harassment** – Early reporting and intervention has proven to be the most effective method of resolving actual or perceived incidents of harassment or sexual misconduct. Thus, while there is no time limit for making complaints under this policy, any complaints or concerns should be made as soon as possible so that a prompt investigation and, if necessary, remedial action can be taken.

**C. Investigatory Process and Confidentiality**

1. All complaints will be investigated promptly by the Human Resources Director or another manager assigned by the Company President or Vice-President.
2. The investigation may include interviews of the complaining individual, the person accused of harassment and, where necessary, other individuals who may have observed the alleged conduct or may otherwise have relevant knowledge. The complaining individual and other persons interviewed may also be asked by the Company to sign a statement discussing relevant facts, including, but not limited to, a description of the alleged offending conduct, individuals involved, witnesses, dates, times, places and attempted actions taken to resolve the harassment.
3. The complaint, investigation and resolution will be handled with sensitivity and, to the extent practical and appropriate under the circumstances, confidentiality will be maintained. All persons interviewed, including the complaining individual, the person accused and any witnesses, will be instructed not to discuss the investigation with co-workers.
4. Information concerning the investigation will be maintained in a file separate from the personnel files of either the complaining individual or the person accused. If harassment or inappropriate behavior is confirmed, however, appropriate disciplinary memoranda will be directed to the personnel files of the offending individuals.

**V. RESPONSIVE ACTION AND RESOLUTION**

Misconduct constituting harassment or other inappropriate behavior will be dealt with appropriately. Responsive action may include training, referral to counseling, withholding of a promotion or pay increase, reassignment, temporary suspension without pay, or compensation adjustments, as the Company may believe appropriate

under the circumstances. Persons found guilty of serious or repeat violations may be subject to termination of employment.

#### **VI. PROTECTION AGAINST RETALIATION**

The Company will not tolerate retaliation against an individual for reporting harassment or sexual misconduct or for assisting in providing information relevant to a claim of harassment or misconduct. Retaliation is a serious violation of this policy and may result in disciplinary action up to and including termination of employment. Any suspected acts of retaliation should be reported immediately in accordance with the above-discussed Reporting Procedure and will be promptly investigated.

#### **VII. FALSE AND MALICIOUS ACCUSATIONS**

While false and malicious complaints may result in appropriate disciplinary action, no employee will be subject to discipline for any complaints that are based on a good faith belief that harassment or inappropriate conduct has occurred. This is true even if the Company's investigation fails to confirm the occurrence of any harassment or inappropriate behavior.

**ACKNOWLEDGMENT OF RECEIPT OF  
THOMPSON & WARD LEASING CO., INC.  
HARASSMENT POLICY AND COMPLAINT PROCEDURE**

**(To Be Signed by Employee and Retained in Employee's Personnel File.)**

I acknowledge receipt of the Company's Harassment Policy and Complaint Procedure. I have read the Policy and have been given an opportunity to ask any questions that I might have. I agree to abide by this policy during my employment with The Company.

---

Date

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Employee Signature

**EXHIBIT "A(2)" FLORIDA PHYSICIANS LEASING  
CO., INC.'S, POLICY**



**FLORIDA PHYSICIANS LEASING CO., INC.  
HARASSMENT POLICY AND COMPLAINT PROCEDURE**

**I. POLICY AGAINST HARASSMENT**

The Company is committed to a collegial work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in an atmosphere that promotes equal opportunities and prohibits discriminatory practices, including sexual and other forms of unlawful harassment. Therefore, the Company expects that all relationships among employees and others associated with the Company be businesslike and free of bias, prejudice and harassment. In keeping with this commitment, the Company maintains a strict policy prohibiting harassment of employees and others based on race, color, sex, religion, national origin, age, handicap or other protected status.

**II. SCOPE OF POLICY**

This policy applies to all conduct of, and all conduct directed towards, any applicants for employment, employees, interns, assistants, contractors, vendors, customers, visitors or any other persons associated with the Company.

**III. SEXUAL HARASSMENT DEFINED**

- A. Sexual harassment constitutes discrimination and can violate federal, state and local laws. Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of sexual nature when, for example: (1) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; (2) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (3) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.
  
- B. Sexual harassment includes a wide range of subtle and not so subtle behavior. Depending on the circumstances, this behavior may include, but is not limited to, the following, if the behavior is unwelcome to any individual exposed to the behavior:

**EXHIBIT "A(2)"**

- Using positions of authority to promise, directly or indirectly, any reward in exchange for an individual's compliance with a sexually oriented request.
- Using positions of authority to deny, directly or indirectly, any employment-related opportunity to an individual as a result of the individual's refusal to comply with a sexually oriented request.
- Using threats, directly or indirectly, to coerce compliance with a sexually oriented request.
- Engaging in sexually suggestive physical contact or touching another individual in a way that is unwelcome.
- Engaging in indecent exposure.
- Making sexual or romantic advances towards an individual and persisting despite the rejection of the advances.
- Making or uttering unwanted sexual jokes, innuendos, or obscene language.
- Making graphic commentary about an individual's body, sexual prowess or sexual deficiencies.
- Unwanted sexual actions such as leering, whistling, or prolonged staring at private body parts.
- Displaying sexually suggestive objects or pictures in the workplace.

Sexual harassment can involve males or females being harassed by members of either sex. Sexual harassment can be physical or psychological in nature. An aggregation of a series of incidents can constitute sexual harassment, even if one of the incidents considered on its own would not constitute unlawful harassment. By the same token, one incident, if sufficiently severe, can constitute inappropriate behavior or harassment in violation of this policy.

- C. **Consensual Romantic Relationships** – Consenting romantic and sexual relationships between supervisors and their subordinates, or between co-workers, may lead to unforeseen complications. Lower-level employees may place a certain amount of respect or trust in a supervisor or more senior employee. In addition, a supervisor or more senior employee may have the ability or perceived ability to evaluate or otherwise supervise the lower-level employees. This could diminish the extent to which a lower-level employee feels free to choose whether or not to engage in romantic or sexual relationships with supervisors or more senior employees. While the Company does not intend to legislate social behavior among Company employees, the Company does recognize that encouraging and developing close social relationships, including dating, with employees

makes any supervisor's job more difficult. Because of this, the Company strongly discourages supervisors from dating and developing close social relationships with employees under their supervision. Furthermore, if a supervisor develops a romantic relationship with a subordinate employee, the supervisor is required to notify the General Manager, the Human Resources Director, or the Company President or Vice-President immediately so that the Company can confirm that the relationship is consensual and to allow the Company to take other appropriate action to avoid a potential violation or perceived violation of this policy.

#### IV. REPORTING AN INCIDENT OF HARASSMENT

##### A. Reporting Procedure

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2. If, for any reason, an individual does not want to confront the offender directly, such a confrontation does not successfully end the harassment, or if the offender retaliates against the individual, the individual must promptly notify one of the following individuals:
  - a. Ted Thompson – Company President (800-759-8880, ext. 204 or 827-0400, ext. 214)
  - b. Jim Ward – Company Vice-President (800-759-8880, ext. 203 or 827-0400, ext. 213)
  - c. Greg Hettler – General Manager (827-0400, ext. 202)
  - d. Chris Reese – Human Resources Director (800-759-8880, ext. 233)
3. If an individual is not being harassed, but believes that someone else is being harassed in violation of this policy or has otherwise witnessed what that person believes to be harassment or inappropriate conduct, that individual is also required to report it to at least one of the above listed individuals.
4. Should any Company supervisor observe or receive **any** reports of **any** conduct that may be a violation of this policy, the supervisor is required to **immediately** report the information to one of the

persons listed above. Failure to do so may subject the supervisor to appropriate disciplinary action.

B. **Timeliness in Reporting Harassment** – Early reporting and intervention has proven to be the most effective method of resolving actual or perceived incidents of harassment or sexual misconduct. Thus, while there is no time limit for making complaints under this policy, any complaints or concerns should be made as soon as possible so that a prompt investigation and, if necessary, remedial action can be taken.

C. **Investigatory Process and Confidentiality**

1. All complaints will be investigated promptly by the Human Resources Director or another manager assigned by the Company President or Vice-President.
2. The investigation may include interviews of the complaining individual, the person accused of harassment and, where necessary, other individuals who may have observed the alleged conduct or may otherwise have relevant knowledge. The complaining individual and other persons interviewed may also be asked by the Company to sign a statement discussing relevant facts, including, but not limited to, a description of the alleged offending conduct, individuals involved, witnesses, dates, times, places and attempted actions taken to resolve the harassment.
3. The complaint, investigation and resolution will be handled with sensitivity and, to the extent practical and appropriate under the circumstances, confidentiality will be maintained. All persons interviewed, including the complaining individual, the person accused and any witnesses, will be instructed not to discuss the investigation with co-workers.
4. Information concerning the investigation will be maintained in a file separate from the personnel files of either the complaining individual or the person accused. If harassment or inappropriate behavior is confirmed, however, appropriate disciplinary memoranda will be directed to the personnel files of the offending individuals.

V. **RESPONSIVE ACTION AND RESOLUTION**

Misconduct constituting harassment or other inappropriate behavior will be dealt with appropriately. Responsive action may include training, referral to counseling,

withholding of a promotion or pay increase, reassignment, temporary suspension without pay, or compensation adjustments, as the Company may believe appropriate under the circumstances. Persons found guilty of serious or repeat violations may be subject to termination of employment.

## **VI. PROTECTION AGAINST RETALIATION**

The Company will not tolerate retaliation against an individual for reporting harassment or sexual misconduct or for assisting in providing information relevant to a claim of harassment or misconduct. Retaliation is a serious violation of this policy and may result in disciplinary action up to and including termination of employment. Any suspected acts of retaliation should be reported immediately in accordance with the above-discussed Reporting Procedure and will be promptly investigated.

## **VII. FALSE AND MALICIOUS ACCUSATIONS**

While false and malicious complaints may result in appropriate disciplinary action, no employee will be subject to discipline for any complaints that are based on a good faith belief that harassment or inappropriate conduct has occurred. This is true even if the Company's investigation fails to confirm the occurrence of any harassment or inappropriate behavior.

**ACKNOWLEDGMENT OF RECEIPT OF  
FLORIDA PHYSICIANS LEASING CO., INC.  
HARASSMENT POLICY AND COMPLAINT PROCEDURE**

**(To Be Signed by Employee and Retained in Employee's Personnel File.)**

I acknowledge receipt of the Company's Harassment Policy and Complaint Procedure. I have read the Policy and have been given an opportunity to ask any questions that I might have. I agree to abide by this policy during my employment with The Company.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Signature

## **EXHIBIT "B" NOTICE**

**NOTICE TO ALL EMPLOYEES  
POSTED PURSUANT TO A CONSENT DECREE BETWEEN THE  
UNITED STATES EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND  
THOMPSON & WARD LEASING CO., INC., AND FLORIDA PHYSICIANS LEASING  
CO., INC., d/b/a PHYSICIANS LEASING CO.**

This notice is being posted pursuant to a Consent Decree entered by the United States District for the Middle District of Florida in Equal Employment Opportunity Commission v. Thompson & Ward Leasing Co., Inc., and Florida Physicians Leasing Co., Inc., d/b/a Physicians Leasing Co., Civil Action No. 3:00 CV1084J-20TEM. Thompson & Ward Leasing Co., Inc., and Florida Physicians Leasing Co., Inc., have agreed that they 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. Thompson & Ward Leasing Co., Inc., and Florida Physicians Leasing Co., Inc., will not condone discrimination of any kind as set forth in federal laws, including, but not limited to, sexual harassment.

Furthermore, Thompson & Ward Leasing Co., Inc., and Florida Physicians Leasing Co., Inc., assure their employees that they support 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 \_\_\_\_\_, 2002.

\_\_\_\_\_  
Ted Thompson,  
President Florida Physicians Leasing Co. Inc.

\_\_\_\_\_  
Jim Ward  
President of Thompson & Ward  
Leasing Co., Inc



Date Printed: 06/20/2002

Notice sent to:

— Carla J. Von Greiff, Esq.  
Equal Employment Opportunity Commission  
Tampa Area Office  
501 E. Polk St., Suite 1020  
Tampa, FL 33602



— William Henry Andrews, Esq.  
Coffman, Coleman, Andrews & Grogan, P.A.  
2065 Herschel St.  
P.O. Box 40089  
Jacksonville, FL 32203

— Michael Gregory Prendergast, Esq.  
Coffman, Coleman, Andrews & Grogan, P.A.  
2065 Herschel St.  
P.O. Box 40089  
Jacksonville, FL 32203

— Jeffrey Jarvis Sneed, Esq.  
Eakin, Sneed & Catalan  
599 Atlantic Blvd.  
Suite 4  
Atlantic Beach, FL 32233