IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF TEXAS
HOUSTON DIVISION

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,	§ § § §	
Plaintiff,	§ §	
v.	§ §	CIVIL ACTION NO. H-01-2422
STARWOOD HOTEL AND RESORTS WORLDWIDE, INC. d/b/a WESTIN GALLERIA AND WESTIN OAKS HOTELS,	§ § § § §	
Defendant.	§	

AGREED FINAL ORDER

WHEREAS, the Equal Employment Opportunity Commission (the "Commission") alleged that Starwood Hotels and Resorts Worldwide, Inc. d/b/a Westin Galleria & Westin Oaks Hotel ("Westin") discriminated against Joe Gonzales by failing to promote him to its Director of Security position because of his national origin in violation of Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991; and

WHEREAS, Westin denied the allegations of employment discrimination and neither Westin's consent to the entry of this Agreed Order nor any of the terms set forth in it shall constitute or be construed as an admission of any Title VII violation; and

WHEREAS, the parties stipulate to the jurisdiction of the Court and waive a hearing, trial by jury and the entry of findings of fact and conclusions of law.

IT IS ORDERED THAT:

1.   This Agreed Order is entered in full and complete settlement of any and all claims arising out of or contained in Charge No. 330-A1-0045 and this lawsuit.

AGREED FINAL ORDER - Page 1

2.   It is understood that neither Westin's consent to the entry of this Agreed Order nor any of the terms set forth in it shall constitute or be construed as an admission of any Title VII violation or an admission of any liability whatsoever. All liability is expressly denied. It is expressly understood and agreed that this Agreed Order is being entered into by Westin solely for the purpose of avoiding the burden and expense of protracted litigation.

3.   Westin acknowledges that it adheres to a policy of ensuring equal employment opportunity in hiring, promotion and all other terms and conditions of employment without unlawful consideration of the national origin of any employee or applicant for employment in accordance with Title VII.

4.   Westin acknowledges that it does not discriminate or retaliate in any manner against any person(s) because of his/her/their opposition to any practice declared unlawful under Title VII including – but not limited to – filing a charge of discrimination under Title VII; giving testimony or assistance in the Equal Employment Opportunity Commission's investigation of a charge of discrimination under Title VII; or participating in any manner in any investigation, proceeding or hearing under Title VII.

5.   Within fourteen (14) days of its receipt of a signed Agreement and Release from Joe Gonzales, Westin shall forward to Joe Gonzales a settlement payment in an amount agreeable to all parties (minus applicable tax withholdings) in full and final settlement of this lawsuit and the Commission's demand for back pay and other damages on behalf of Joe Gonzales. Westin will send a copy of the disbursed check to the Commission's undersigned counsel. Prior to the disbursement, Mr. Gonzales will execute an appropriate settlement agreement and release of claims.

6.   The Commission and Westin agree that each party will bear its own costs and attorney's fees incurred in the prosecution and defense of this case.

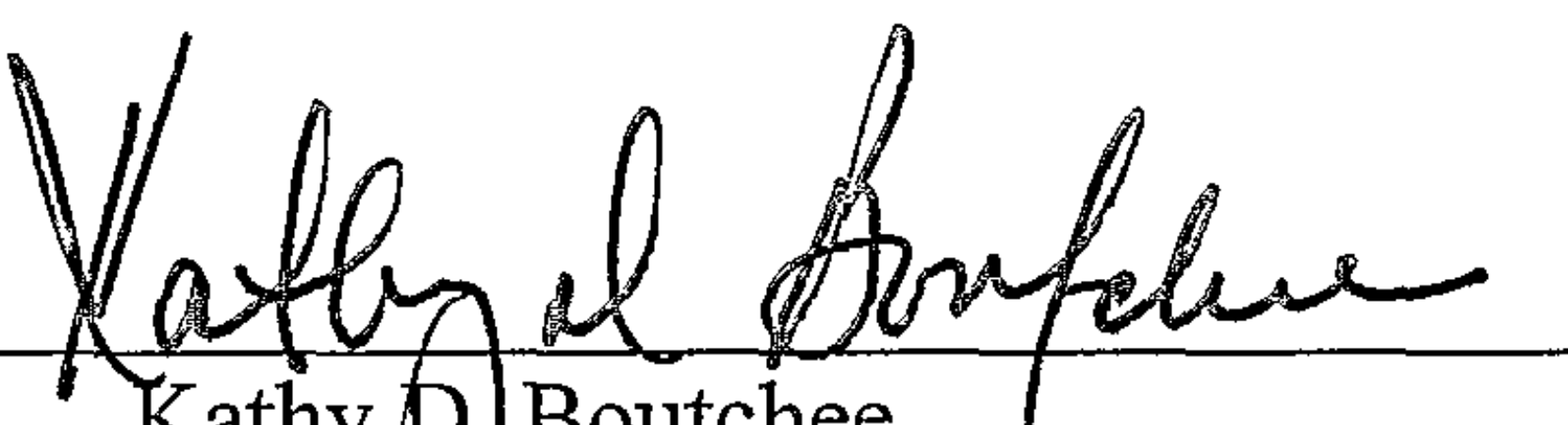7.   This matter is hereby dismissed with prejudice.

MELINDA HARMON
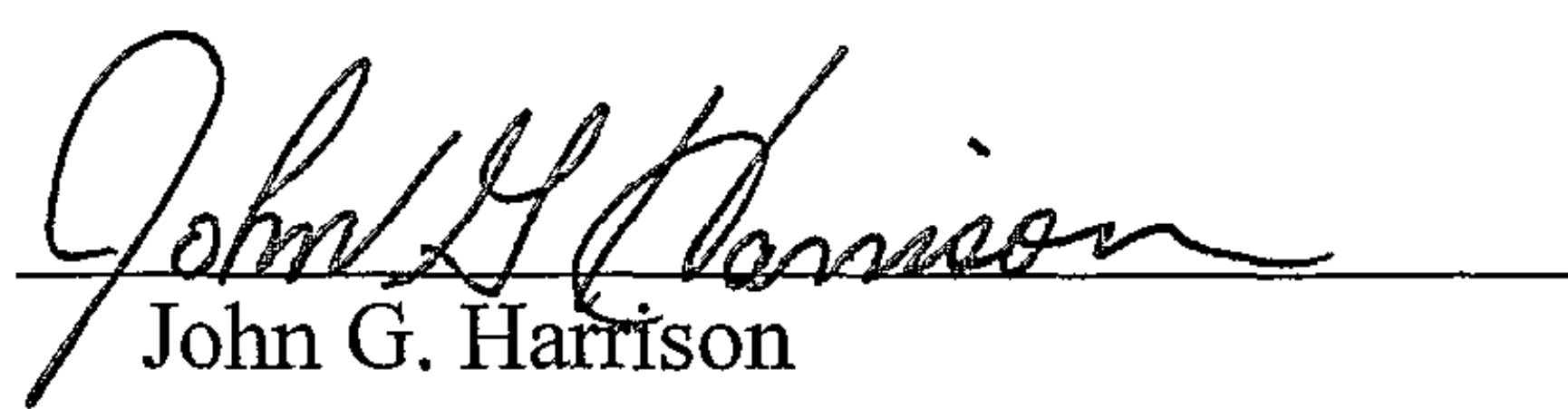UNITED STATES DISTRICT JUDGE

DATE SIGNED: February 5, 2002

AGREED:

ATTORNEY FOR PLAINTIFF

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

By: _____
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