

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION

EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION,  
Plaintiff,

Case No. 5:05-CV-139

v.

Hon. Robert Holmes Bell

CROWN PLAZA HOTEL,

Defendant.

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EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION  
LAURIE A. YOUNG  
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OMAR WEAVER (P-58861)  
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**CONSENT DECREE**

This action was commenced by the Equal Employment Opportunity Commission (“EEOC”), under the authority granted to it under Section 706(f)(1) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e-5(f)(1). The EEOC’s action was brought to correct

alleged unlawful employment practices on the basis of national origin. The EEOC alleged in its Complaint that Crowne Plaza Hotel (erroneously sued as Crown Plaza Hotel) permitted Carlos Suarez and a class of Mexican employees to be harassed and subjected to a hostile work environment because of their Mexican national origin. Crowne Plaza Hotel denies these and the allegations set forth in the Complaint and further denies engaging in any wrongdoing whatsoever against Carlos Suarez and/or the class of Mexican employees.

As a result of settlement discussions, the EEOC and Crowne Plaza Hotel/Sunstone Hotel Properties, Inc. have resolved their differences and have agreed that this action should be settled by entry of this Consent Decree. It is the intent of the parties that this Consent Decree be a final and binding settlement in full disposition of any and all claims alleged against Crowne Plaza Hotel or which might have been alleged against Crowne Plaza Hotel in the Complaint filed by EEOC on behalf of Charging Party Carlos Suarez and the other Mexican class members.

It is therefore the finding of this Court, made on the pleadings and the record as a whole, that: 1) the Court has jurisdiction over the parties and the subject matter of this action; 2) the purpose and provisions of Title VII will be promoted and effectuated by the entry of this Consent Decree; and 3) this Consent Decree resolves all matters in controversy between the parties as provided in paragraphs 1 through 14 below.

#### **MONETARY RELIEF**

1. Crowne Plaza Hotel agrees to pay monetary relief to Carlos Suarez in the gross amount of Twenty-Thousand Dollars (\$20,000.00). Crowne Plaza Hotel shall issue a 1099 form for this amount in the ordinary course of business. Suarez's funds shall be paid in one lump sum and mailed via certified mail to his home address. Payment shall be made within fourteen (14)

days after the Court has entered this Decree. A copy of the check shall be sent to Laurie Young, Regional Attorney, care of Omar Weaver, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226, within fourteen (14) days of issuance of the check.

2. In addition, Crowne Plaza Hotel agrees to pay monetary relief to another class member as follows: Nine-Thousand Dollars (\$9,000) to Marcelina Gomez. Crowne Plaza Hotel shall issue a 1099 form for this amount in the ordinary course of business. Ms. Gomez's funds shall be paid in one lump sum and sent via certified mail to her home address. Payment shall be made within fourteen (14) days after the Court has entered this Decree. A copy of the check shall be sent to Laurie A. Young, Regional Attorney, care of Omar Weaver, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226, within fourteen (14) days of issuance of the check.
3. Crowne Plaza Hotel also agrees to make a contribution to a 501(c)(03) non-profit charitable organization of its choice, which benefits immigrant rights, in the amount of Twenty-Thousand Dollars (\$20,000). The amount shall be paid in one lump sum and the check shall be sent via certified mail directly to the organization, within fourteen (14) days after the Court has entered this Decree. A copy of the check shall be sent to Laurie A. Young Regional Attorney, care of Omar Weaver, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226, within fourteen (14) days of issuance of the check.

#### **REPORTING**

4. During the term of this Decree, Crowne Plaza Hotel agrees to provide the EEOC with semi-annual reports of any official complaints of discrimination, harassment or intimidation based

on Mexican national origin which are reported to management pursuant to the Crowne Plaza Hotel's Anti-Harassment/Anti-Discrimination Policy. For each such reported complaint, Crowne Plaza Hotel must set forth any remedial action that was taken. Crowne Plaza Hotel shall provide the EEOC with the name, of the alleged victim, the alleged harasser, and the members of management responsible for handling the complaint. All such reports shall be sent to Laurie Young, Regional Attorney, care of Omar Weaver, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226, by the fifteenth day of January for all complaints made between July 1 and December 31 of the preceding year and by the fifteenth day of July for all complaints made between January 1 and June 30 of that year. Crowne Plaza Hotel will send the first of such semi-annual reports by January 15, 2007.

#### **NON-DISCRIMINATION**

5. Crowne Plaza Hotel shall endeavor to comply with Title VII's requirements to provide a work environment free from unlawful discrimination, harassment and intimidation.

#### **NON-RETALIATION**

6. Crowne Plaza Hotel shall not knowingly and intentionally take any action against any employee of the Hotel which constitutes illegal retaliation or interference with the exercise of such person's rights under Title VII because such person files a charge of discrimination with the EEOC or because such person gave testimony or assistance or participated in any manner in the investigation or proceedings in connection with this case.

#### **TRAINING**

7. Crowne Plaza Hotel agrees to provide training to its managers and supervisors on Title VII of the Civil Rights Act of 1964, as amended and its prohibitions against discrimination and

harassment. The training shall include a discussion of what behavior constitutes "hostile work environment" harassment and what should be done when an individual believes that he/she has been subjected to such harassment. The training shall also include a discussion of the provisions of Crowne Plaza Hotel's Anti-Harassment/Anti-Discrimination policy. An attendance list of each individual who completed the training shall be sent to Laurie Young, Regional Attorney, care of Omar Weaver, Trial Attorney, EEOC, 477 Michigan Avenue, Room 865, Detroit, Michigan 48226, within fifteen (15) days of the completion of the training. Crowne Plaza Hotel will provide such training twice a year, throughout the term of this Decree, with the first session occurring within six (6) months of entry of this Decree. For all managers and supervisors hired after the initial training session, Crowne Plaza Hotel will include such individuals in the next scheduled session. All newly promoted managers and supervisors will be scheduled to attend one of the Crowne Plaza Hotel's twice yearly training sessions described above. The training for new employees shall include an overview of Crowne Plaza Hotel's Anti-Harassment/Anti-Discrimination policy and its complaint procedures.

#### **POSTING OF NOTICE**

8. Crowne Plaza Hotel agrees to post the Notice attached as Appendix A in a conspicuous place which sets forth an employee's rights regarding the federal anti-discrimination laws. This Notice shall be posted, throughout the term of this Decree. Should the Notice become defaced, marred or otherwise made unreadable, Crowne Plaza agrees to post a readable copy of this Notice in the same manner as soon as practical thereafter.

### **DURATION**

9. The provisions of this Consent Decree shall remain in full force and effect for two (2) years upon entry of the Decree.

### **DISPUTE RESOLUTION AND COMPLIANCE**

10. The Court shall retain jurisdiction and will have all available equitable powers, including injunctive relief, to enforce this Decree. Upon motion of either party, the Court may schedule a hearing for the purpose of reviewing compliance with this Decree. The parties shall engage in a good faith effort to resolve any dispute as to compliance prior to seeking review by the Court, and shall be required to provide written notice to each other no less than ten business (10) days before moving for such review. All parties may conduct discovery under the Federal Rules of Civil Procedure for purposes of determining compliance with this Decree or defending against a claim of non-compliance.

### **MISCELLANEOUS**

11. Each party will bear its own costs and fees.
12. If any provision of this Decree is found to be unenforceable by a Court, only the specific provision in question shall be affected and the other enforceable provisions shall remain in full force.
13. This Decree constitutes the entire agreement and commitments of the Parties. Any modifications to this Decree must be mutually agreed upon in writing and signed by the Parties.

14. The terms of this Consent Decree are, and shall be binding upon, the present and future owners, officers, directors, employees, creditors, agents, trustees, administrators, successors, representatives, and assigns of Crowne Plaza Hotel.

**EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION**

JAMES L. LEE  
Deputy General Counsel

GWENDOLYN YOUNG REAMS  
Associate General Counsel

  
OMAR WEAVER  
Trial Attorney

DEBORAH M. BARNO (P44525)  
Supervisory Trial Attorney

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Patrick V. McNamara Federal Building  
477 Michigan Ave, Room 865  
Detroit, Michigan 48226  
(313) 226-3407

Dated: 7/25/06


**IT IS SO ORDERED:**

July 31, 2006  
Date

/s/ Robert Holmes Bell  
Hon. Robert Holmes Bell  
United States District Judge

**CROWNE PLAZA HOTEL**

By: BALLARD ROSENBERG  
GOLPER & SAVITT, L.L.P.

  
RICHARD S. ROSENBERG  
KATHERINE A. HREN  
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10 Universal City Plaza, 16<sup>th</sup> Floor  
Universal City, CA 91608-1097  
(818) 508-3700

Dated: 7/24/06

**APPENDIX A**

**NOTICE**

This Notice is being posted to inform you of your rights guaranteed by the federal law under Title VII of the Civil Rights Act of 1964, 42 U.S.C. §2000e, *et seq.* ("Title VII").

Title VII prohibits discrimination and harassment in the workplace. The Equal Employment Opportunity Commission is the federal agency which investigates charges of unlawful employment discrimination and, if necessary, brings lawsuits in federal court to enforce the employment provisions of Title VII. Any employee who believes that he/she is the victim of discrimination or harassment has the legal right to file a charge of discrimination with the U.S. Equal Employment Opportunity Commission.

Crowne Plaza supports and will comply with this federal law in all respects and will not take any adverse action against any employees because they have exercised their rights under this law.

7/20/06

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Dated



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CROWNE PLAZA HOTEL