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HONORABLE THOMAS S. ZILLY

CC TO JUDGE DJ

[Signature]
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APR 29 2002

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

FILED _____ ENTERED _____
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APR 29 2002 DJ

**UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE**

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

and

BRANDI MCGUIRE, CLARE MCFADDEN,
RACHEL BEALS, KASIE BARKER, and
STEVEN SLOAN,

Plaintiffs-in-Intervention

v.

STARWOOD HOTEL & RESORTS
WORLDWIDE, dba W SEATTLE HOTEL

Defendant.

NO. C01-703Z

CONSENT DECREE
AND ~~[PROPOSED]~~ ORDER OF
DISMISSAL

I. INTRODUCTION

1. This action originated with discrimination charges filed by Brandi McGuire, Clare McFadden, Rachel Beals, Kasie Barker, and Steven Sloan ("Charging Parties") with the Equal Employment Opportunity Commission. The Charging Parties alleged Starwood Hotel & Resorts Worldwide, dba W Seattle Hotel ("Defendant") discriminated against them on the basis of sex by subjecting them to sexual harassment, retaliation, and/or constructive discharge, in violation of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 2000e et seq.

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1 2. The EEOC sent Defendant Letters of Determination with findings of
2 reasonable cause that it had violated Title VII.

3 3. The Commission filed this lawsuit on May 21, 2001 in the United States
4 District Court for the Western District of Washington at Seattle on behalf of the
5 Charging Parties and other similarly situated female employees ("Class Members"),
6 alleging they also experienced sexual harassment, retaliation, and/or constructive
7 discharge.

8 4. The Charging Parties and Defendant settled their claims separately.
9 Here, the EEOC and Defendant want to conclude all claims of Class Members, other
10 than the Charging Parties, including but not limited to claims of Tiffany Cumiford
11 ("Cumiford"), Sarah Small ("Small"), and Megan Murphy ("Murphy"), without expending
12 further resources in contested litigation.

13 **II. NON-ADMISSION OF LIABILITY AND NON-DETERMINATION BY THE COURT**

14 5. This Consent Decree is not an admission of wrongdoing or an
15 adjudication or finding on the merits of the case. This Consent Decree shall not be
16 used as evidence of liability or for purposes of res judicata or collateral estoppel in any
17 legal proceeding against the Defendant. Neither the agreement to enter this Decree,
18 nor the Decree shall be admissible in any proceeding as an admission by Defendant of
19 any violation of, failure to comply with, interference, retaliation or obstruction of
20 compliance with Title VII or any other employment law or order.

21 **III. SETTLEMENT SCOPE**

22 6. This Consent Decree is the final and complete resolution of all Title VII
23 allegations of unlawful employment practices contained in the complaints filed herein on
24 behalf of the Class Members by the EEOC other than the Charging Parties, including all
25 claims by the Class Members for attorney fees and costs. The terms of this Consent

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Decree shall apply only to the W Seattle Hotel site. The Consent Decree resolves all issues and claims arising out of this Complaint and is binding and final as to all such issues and claims.

IV. JURISDICTION AND VENUE

7. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§451, 1331, 1337, 1343 and 1345. Plaintiff EEOC's action is authorized pursuant to Sections 705(g)(6), 706(f)(1) and (3) and Section 707 of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e-4(f)(6), 2000e-5(f)(1) and (3) and 2000e-6 ("Title VII") and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. §1981a. The employment practices alleged to be unlawful in the EEOC's Complaint filed herein occurred within the jurisdiction of the United States District Court for the Western District of Washington.

V. DEFINITION OF TERMS

For the purposes of this Consent Decree, the following definitions shall apply:

8. "The Effective Date of the Consent Decree" is the date the United States District Court for the Western District of Washington at Seattle enters the Consent Decree and (Proposed) Order of Dismissal.

9. Unless otherwise indicated, the word "days" refers to calendar days.

10. "Formal or Informal Complaints" includes any complaint, whether written or oral, made to the Human Resources Director or the General Manager of the W Seattle Hotel, or the Human Resources Department of Defendant in White Plains, New York.

VI. MONETARY RELIEF

11. In settlement of the EEOC's claims in this lawsuit, including the claims of Class Members, but not the claims of the Charging Parties, the Defendant has agreed

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1 to pay the Class Members the total lump sum of \$100,000.00 less applicable
2 withholdings required by law. At the time of receipt of executed Release Agreements
3 from Class Members, Defendant will execute and return this Consent Decree to the
4 EEOC for entry with the Court. Within ten (10) days of receipt of executed Release
5 Agreements from the Class Members, the Defendant shall mail to the Class Members
6 the following settlement amounts less applicable withholdings as required by law
7 consistent with amounts set out in Exhibit 1 attached.

8 **VII. INJUNCTIVE RELIEF**

9 **A. Compliance with Title VII**

10 12. Defendant reaffirms its commitment to comply with Title VII. To further
11 this commitment, the Defendant shall monitor the affirmative obligations of this Consent
12 Decree. The terms of this Consent Decree apply to all applicants and employees of the
13 W Hotel Seattle.

14 13. The Defendant will not retaliate against any applicant or employee for
15 opposing a practice deemed unlawful by Title VII or for making a charge, testifying,
16 assisting, or participating in any investigation, proceeding, or hearing associated with
17 this action.

18 14. Defendant, its officers, agents, and employees are hereby enjoined from
19 engaging in personnel practices which unlawfully discriminate against applicants and
20 employees in violation of Title VII. In recognition of its obligations under Title VII, the
21 Defendant will institute the policies and practices set forth below.

22 **B. Retention of Sexual Harassment Consultant**

23 15. Defendant will retain, at defendant's expense, a sexual harassment
24 consultant to conduct an internal review and audit of the company's sexual harassment
25 policy and complaint procedure. If necessary, defendant will adopt a new written equal

1 employment opportunity policy which sets forth the requirements of federal laws against
2 employment discrimination and specifically those provisions which make sexual
3 harassment unlawful and which make it unlawful to retaliate against any current or
4 former employee for opposing any practice made unlawful by Title VII.

5 16. Defendant will improve and strengthen its existing policies against
6 discriminatory employment practices based on sex and retaliation by creating and
7 improving its internal grievance and complaint resolution procedure as outlined below.
8 This policy will be distributed to all present and future employees, both management
9 and non-management of the W Hotel Seattle, beginning 45 days after entry of this
10 decree and continuing for the duration of the decree. Distribution to temporary
11 employees may consist of notification of the existence and the location of the policy.

12 17. Defendant affirms the following "Statement of Zero-Tolerance Policy and
13 Workplace Objectives":

14 The Starwood Hotel and Resorts Worldwide, dba W Seattle
15 Hotel is firmly committed to developing and maintaining a
16 zero-tolerance policy concerning sex discrimination, sexual
17 harassment and retaliation against individuals who report
18 discrimination or harassment in the company's workplace; to
19 swiftly and firmly responding to any acts of sex
20 discrimination, sexual harassment or retaliation of which the
21 company becomes aware; to implementing a disciplinary
22 system that is designed to strongly deter future acts of sex
23 discrimination, sexual harassment or retaliation; and to
24 actively monitoring its workplace in order to ensure
25 tolerance, respect and dignity for all people.

21 C. Expunging Records

22 18. Defendant will not disclose any information or make references to any
23 charges of discrimination or this lawsuit in responding to employment reference
24 requests for information about Cumiford, Small, and Murphy. In response to any
25 inquiries, the Defendant shall provide employment references that includes only dates

1 of employment and positions held. Defendant may produce personnel information
2 involving these Class Members if it is responding to any third-party lawful subpoena.

3 19. Defendant will expunge from Cumiford's, Small's, and Murphy's personnel
4 files, any references to a charge of discrimination against Defendant and this lawsuit.
5 Defendant will not add any information or references to Cumiford's, Small's, and
6 Murphy's personnel files or records regarding their charge of discrimination and this
7 lawsuit after such references have been expunged. Files containing information about
8 Cumiford, Small, and Murphy that have been developed during the subject litigation will
9 be maintained at the offices of Defendants' counsel, Reeve Shima. Defendant will
10 make Cumiford's, Small's, and Murphy's personnel files available for inspection by
11 counsel for the Class Members or the individual Class Members either at the
12 Defendant's or at the offices of Reeve Shima.

13 20. In order to effectuate the objectives embodied in the Defendant's
14 Statement of Zero-Tolerance Policy and Workplace Objectives and this Decree, the
15 Defendant will ensure the following policies, procedures, and practices are in effect:

16 (a) Complaint Procedures.

17 (i) The Defendant agrees that it will provide the name,
18 responsibilities, work location, and telephone number of the
19 management employees charged with investigating such
20 issues. That information will be routinely and continuously
21 posted. If the name or designation of the management
22 employees charged with investigating issues of sexual
23 discrimination, sexual harassment, and retaliation change,
24 defendant will re-post his or her names, responsibilities,
25 work location, and telephone number. Also as part of its

1 procedure, the Defendant agrees that it shall keep a
2 Complaint Box in the employee cafeteria, lunchroom, or
3 other place within the Defendant premises where employees
4 tend to gather and which is not in the managerial area of the
5 Defendant's offices. The Complaint Box may contain a
6 notation that it may be impossible to investigate and answer
7 anonymous complaints. The upper management employees
8 designated by the Defendant as charged with investigating
9 complaints of discrimination will gather the complaints from
10 the Complaint Box.

11 (ii) Defendant agrees that it shall enable complaining parties to
12 be interviewed by the Defendant about their complaints in
13 such a manner that permits the complaining party, at such
14 party's election, to remain inconspicuous to all of the
15 employees in such party's work area. The Defendant
16 agrees that its complaint procedure shall not impose upon
17 individuals seeking to make a complaint alleging sex
18 discrimination, sexual harassment and/or retaliation any
19 requirements that are more burdensome than are imposed
20 upon individuals who make other complaints of comparable
21 gravity.

22 (iii) Defendant agrees that it shall ensure that its policies and
23 procedures provide that complaint handling and disciplinary
24 procedures regarding all complaints of sex discrimination,
25 sexual harassment and/or retaliation are investigated and

addressed promptly. Specifically, the Defendant agrees that it shall make its best effort to investigate all complaints of sex discrimination, sexual harassment and/or retaliation promptly and to complete investigations within five (5) weeks. The Defendant will further make its best effort to prepare its written findings of the results of each investigation and the remedial actions proposed within fourteen (14) days after completion of the investigation, and shall thereupon promptly communicate to the complaining party the results of the investigation and the remedial actions taken or proposed, if any.

- (iv) Defendant agrees that it shall make its best effort to ensure that appropriate remedial action is taken to resolve complaints and to avoid the occurrence of sex discrimination, sexual harassment and/or retaliation. The Defendant further agrees that it shall revise its progressive discipline policy to provide for substantial discipline short of termination – including, but not limited to, suspensions without pay as a possible consequence for violations of its sexual harassment policy.

(b) Policies Designed To Promote Supervisor Accountability.

- (i) Defendant agrees that it shall impose substantial discipline - up to and including termination, suspension without pay or demotion upon any supervisor or manager who engages in sex discrimination or sexual harassment or permits any such

1 conduct to occur in his or her work area or among
2 employees under his or her supervision, or who retaliates
3 against any person who complains or participates in any
4 investigation or proceeding concerning any such conduct.
5 The Defendant shall communicate this policy to all of its
6 supervisors and managers.

7 (ii) Defendant agrees that it shall continue to advise all
8 managers and supervisors of their duty to actively monitor
9 their work areas to ensure employees' compliance with the
10 company's sex discrimination and harassment policy, and to
11 report any incidents and/or complaints of sex harassment,
12 sexual harassment and/or retaliation of which they become
13 aware to the department charged with handling such
14 complaints.

15 (iii) Defendant agrees that it will include the manager's or
16 supervisor's compliance with its sex discrimination and anti-
17 harassment policy as an element in manager and supervisor
18 appraisals and to link such evaluations directly to their salary
19 and bonuses.

20 (iv) Defendant agrees that it shall include a commitment to
21 prevention of sexual harassment and/or retaliation for
22 reporting sexual harassment as a criterion for qualification
23 for supervisory or management positions.

24 (d) Sexual Harassment Training.

25 (i) Defendant agrees that it shall continue to provide annual sex

1 discrimination and sexual harassment training to all
2 employees, and supervisors; to provide sex discrimination
3 and sexual harassment training to all new employees during
4 employee orientation (The nature of training during
5 orientation of new employees may be via videotape or other
6 format); to provide sex discrimination and sexual
7 harassment training to all senior management officials; and
8 to provide training to all persons charged with the handling
9 of complaints of sex discrimination, sexual harassment
10 and/or retaliation in the workplace, and the techniques for
11 investigating and stopping it. This training shall include
12 issues regarding sex discrimination and sexual harassment
13 as it may affect employees and/or customers of the
14 Defendant. Defendant understands and agrees that this
15 training, particularly that directed towards senior
16 management officials, may require one-on-one training or
17 educational sessions.

18 (ii) Defendant agrees that all training required by this Decree
19 shall be conducted by educators, consultants or attorneys
20 experienced in the area of sexual harassment training, with
21 the exception that new employee orientation and annual
22 training may be conducted by the Human Resources
23 Department of the W Hotel Seattle using, as its basis, its
24 existing Power Point presentation.

25 (iii) Defendant agrees that it shall require the General Manager

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1 or a member of the Executive Committee in addition to the
2 Human Resources Director to introduce all sexual
3 harassment training to communicate the Defendant's
4 commitment to its Statement of Zero-Tolerance Policy and
5 anti-harassment policy.

6 **D. Reporting**

7 21. Six months following the entry of this Decree and every six months
8 thereafter for the duration of the Decree, the Defendant will send the EEOC a
9 written report of individuals who complained of sexual harassment during the prior six-
10 month period.

11 22. Defendant shall submit a final report to EEOC 30 days before
12 the Consent Decree expires containing a statement that it has complied with all the
13 terms of this Consent Decree.

14 **E. Posting**

15 23. Within two (2) weeks after entry of this Decree, Defendant shall
16 post a notice in the form of Exhibit 2 attached to this Decree in prominent and
17 conspicuous location (s) in or near the employee cafeteria, lunchroom or other place
18 within the Defendant's premises where employees tend to gather. The notice shall
19 remain posted for the duration of this Decree. In the event that the persons and/or
20 departments to whom individuals should make complaints alleging discrimination and/or
21 retaliation change during the term of the Decree, such that the information contained on
22 the notice is no longer accurate, the Defendant shall immediately prepare a new
23 notice that contains the correct information. The Defendant shall thereupon
24 promptly replace the old notices with the revised notices. The Defendant shall
25 maintain a copy of this Decree in its Personnel Office for any employee who wishes to

1 review it.

2 **VIII. ENFORCEMENT**

3 24. If the EEOC concludes that the Defendant has breached this
4 agreement, it may bring an action in the United States District Court for the Western
5 District of Washington at Seattle to enforce this Consent Decree. Before bringing an
6 action for breach of the Decree, the EEOC shall first give the Defendant ten (10) days
7 notice. The EEOC and the Defendant shall use that 10-day period for good faith efforts
8 to resolve the matter.

9 **IX. RETENTION OF JURISDICTION**

10 25. The United States District Court for the Western District of Washington at
11 Seattle shall retain jurisdiction over this matter for the duration of the Decree.

12 **X. DURATION AND TERMINATION**

13 26. This Decree shall be in effect for two (2) years, commencing with the date
14 the Decree is filed. If the EEOC petitions the court for breach of agreement, and the
15 court finds the Defendant to be in violation of the terms of the Consent Decree, the
16 court may extend this Consent Decree.

17 ///

18 ///

19 ///

XI. CONCLUSION

27. The provisions of this Consent Decree are not binding on the parties until the authorized representatives of each party sign and the court enters the Consent Decree in the court.

DATED this 25th day of April, 2002.

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Regional Attorney

GWENDOLYN YOUNG REAMS
Associate General Counsel

KATHRYN OLSON
Supervisory Trial Attorney

CARMEN FLORES
Senior Trial Attorney

BY: A. Luis Lucero Jr.
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DATED this _____ day of _____, 2002.

A. LUIS LUCERO, JR.
Regional Attorney

GWENDOLYN YOUNG REAMS
Associate General Counsel

KATHRYN OLSON
Supervisory Trial Attorney

CARMEN FLORES
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**EEOC ET AL V. STARWOOD HOTEL & RESORTS WORLDWIDE, dba W SEATTLE
HOTEL**

CAUSE NO. C01-703Z

Cumiford: \$60,000.00

Small: \$25,000.00

MurphY: \$15,000.00

EXHIBIT 1

**STARWOOD HOTELS & RESORTS WORLDWIDE,
INC., dba W SEATTLE HOTEL
NOTICE TO ALL EMPLOYEES
POSTED PURSUANT TO A CONSENT DECREE**

This notice has been posted pursuant to an Order of the Court, approving the Consent Decree entered in resolution of a lawsuit brought by the U.S. Equal Employment Opportunity Commission ("EEOC") against Starwood Hotels & Resorts Worldwide, Inc., dba W Seattle Hotel ("W Hotel") in May 21, 2001 in the Federal District Court for the Western District of Washington at Seattle. The Consent Decree resolves EEOC's claims of sexual harassment against the W Hotel and enjoins the W Hotel from certain conduct prohibited by law. The W Hotel denies the allegations of the EEOC and affirms its commitment to compliance with laws against discrimination.

Federal law and the Consent Decree prohibit sexual harassment or other discrimination against any individual because of his or her sex.

Federal law also prohibits retaliation against any individual by an employer because the individual complains of discrimination, cooperates with any W Hotel or government investigation of a charge of discrimination, participates as a witness or potential witness in any investigation or legal proceeding, or otherwise exercises his or her rights under law.

Any employee who is found to have retaliated against any other employee because such employee participated in this lawsuit will be subject to substantial discipline, up to and including immediate discharge.

Should you have any complaints of discrimination, you should contact the Human Resources Director or the General Manager of W Seattle Hotel or the Human Resources Department in White Plains, New York.

Employees have the right to bring complaints of discrimination and/or harassment to the U.S. Equal Employment Opportunity Commission, Seattle District Office at 909 1st Avenue, Suite 400, Seattle, WA 98104-1061, 206/220-6883, 1-800-699-4000, or the Washington Human Rights Commission at 711 S. Capitol Way, Suite 402, Olympia, WA 98504-2490, 360/753-6770.

This is an official notice and shall not be defaced by anyone. This notice shall remain prominently posted in the employee lunchroom/break room at W Seattle Hotel until April 30, 2004. This Official Notice shall not be altered, defaced, covered or obstructed by any other material.

EXHIBIT 2

ORDER

The Court having considered the foregoing stipulated agreement of the parties. IT IS HEREBY ORDERED THAT the foregoing consent decree be, and the same is, approved as the final decree of this Court in full settlement of this action. This lawsuit is hereby dismissed with prejudice and without costs or attorneys' fees to any party. The Court retains jurisdiction of this matter for purposes of enforcing the consent decree approved herein.

DATED this 29th day of April, 2002.


THOMAS S. ZILLY
UNITED STATES DISTRICT JUDGE