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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

V.

ALYESKA PIPELINE SERVICE CO.,

Defendant.

LEONA JOHNSON and ANTHONY NAVARRO,

Plaintiff Intervenor,

V.

ALYESKA PIPELINE SERVICE CO.,

Defendant.

CASE NO. A04-0231 CV (RRB)

CONSENT DECREE AND PROPOSED ORDER DISMISSING EEOC ACTION

I. INTRODUCTION

1. This action originated when Anthony Navarro filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC" or "Commission") on March 10, 2004. Navarro alleged that defendant Alyeska Pipeline Service Co. ("Alyeska" or "defendant") discriminated against him based upon his national origin (Hispanic) in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq. ("Title VII") when Alyeska failed to promote him to the position of strategic sourcing coordinator and also for retaliating against him after he complained of discrimination. Leona Johnson also filed a charge with the EEOC, on March 19, 2004, alleging violations of Title VII because of race (Alaska Native) and the ADEA in the failure to promote her to the same position and also retaliation.

2. On August 24, 2004, the EEOC issued a letter of determination with a finding of reasonable cause to believe that Alyeska violated Title VII by failing to consider and promote Navarro, Johnson, and a group of similarly situated employees into the strategic sourcing coordinator position. The Commission found that sufficient evidence did not exist to support a finding of retaliation as to Navarro and Johnson or a finding of age discrimination as to Johnson. Thereafter, the parties attempted to conciliate the charge but were unsuccessful.

3. The Commission filed its complaint on September 30, 2004 in the United States District Court for the District of Alaska, and filed an amended complaint on October 28, 2004. The amended complaint alleges that Alyeska violated Title VII by failing to consider and promote the two charging parties and similarly situated employees because of national origin and

race.

4. Navarro and Johnson moved to intervene on February 17, 2005. The motion was unopposed and was granted by the Court on March 14, 2005.

5. Alyeska filed an answer to the Commission's first amended complaint on November 16, 2004, denying the allegations of discrimination in the EEOC's amended complaint. Alyeska filed an answer to the Complaint in Intervention on March 24, 2005, denying the allegations of discrimination and retaliation in the Complaint in Intervention.

6. EEOC and Alyeska want to conclude fully and finally all claims arising out of EEOC's complaint and the charges of discrimination filed with EEOC by Anthony Navarro and Leona Johnson. The EEOC and Alyeska enter into this consent decree to further the objectives of equal employment as set forth in Title VII and Alaska state law.

II. NONADMISSION OF LIABILITY AND NONDETERMINATION BY THE COURT

7. This consent decree is not an adjudication or finding on the merits of this case and shall not be construed as an admission by Alyeska of a violation of Title VII or Alaska state law.

III. JURISDICTION AND VENUE

8. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343 and 1345. This action is authorized pursuant to Sections 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e-5(f)(1) and (3), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a. The employment practices alleged to be unlawful in the complaint filed herein occurred within the jurisdiction of the United States

District Court for the District of Alaska.

IV. SETTLEMENT SCOPE

9. This consent decree is the final and complete resolution of all allegations of unlawful employment practices contained in Navarro and Johnson's discrimination charges, in the EEOC's administrative determinations, and in the EEOC's complaint filed herein, including all claims by the parties for attorney fees and costs. The scope of this consent decree will be limited to Alyeska's procurement group in Anchorage, Alaska.

V. MONETARY RELIEF

10. In settlement of this lawsuit, Alyeska agrees to pay the sum of \$70,000.00, to be allocated to the individuals and in the amounts listed below:

Anthony Navarro	\$22,500.00
Leona Johnson	\$22,500.00
Duane Jenkins	\$8,333.33
Curtis Sullivan	\$8,333.33
Greg Timbers	\$8,333.34

The amounts above are to be considered wages and thus are subject to applicable withholding required by law. Payment shall be made within 10 days of the entry of this consent decree or receipt of the individual's release, whichever is later. Settlement proceeds to Navarro and Johnson will be handled by their counsel, Samuel L. Fortier, Fortier and Mikko PC, located at 101 West Benson Blvd., Ste. 304, Anchorage, AK 99503. Alyeska will mail settlement checks directly to the claimants listed above, other than Navarro and Johnson, at home addresses which the EEOC will provide. Attached as Exhibit 1 is a copy of the release of claims alleged in

EEOC's action that Alyeska and the individuals who receive settlement proceeds will execute prior to payment of settlement funds.

VI. AFFIRMATIVE AND OTHER RELIEF

A. General Provisions

11. Alyeska, its officers, agents, and employees will not engage in practices which unlawfully discriminate against applicants or employees on the basis of national origin or race or in retaliation for activity protected by federal statutes against employment discrimination. In recognition of its obligations under Title VII, Alyeska will institute the policies and practices set forth below.

B. Anti-Discrimination Policies and Procedures

12. Alyeska shall carry out anti-discrimination policies, procedures and training for employees, supervisors and management personnel, and it will provide equal employment opportunities for all employees. As an ongoing commitment to Equal Employment Opportunity ("EEO"), Alyeska will continue to ensure that its managers and supervisors fully understand its EEO policies and how those policies define and identify what constitutes employment discrimination.

13. The EEOC has reviewed Alyeska policies that address discrimination against applicants and/or employees on the basis of national origin and race and Alyeska's obligation to provide a discrimination-free work environment for its employees. Alyeska has distributed those policies to all employees or made them available online through Alyeska's A-Net.

C. Training

14. Alyeska will ensure that its executives, managers, and supervisors continue to receive Alyeska's Workplace Expectations for Managers training with an annual refresher and that its employees continue to receive Alyeska's Workplace Expectations for Employees training with an annual refresher. Alyeska's training modules include content related to hiring, promotion, and performance management, and the modules also cover issues of employment discrimination under all federally protected categories. The EEOC has reviewed training modules used in these training sessions.

15. Alyeska will notify the EEOC of the completion of the training and will specify the names and job titles of the employees who completed the training as part of its annual reporting to the EEOC.

D. Nondisclosure of Claims and Charges

16. Unless otherwise required by law, Alyeska will not disclose any information or make references to any charge of discrimination or this lawsuit in responding to requests for information about Navarro, Johnson, or similarly situated individuals who are claimants in this action.

E. Policies Designed to Promote Supervisor Accountability

17. Alyeska agrees that it shall continue its policy to impose substantial discipline -- up to and including termination of employment, suspension without pay or demotion -- upon any supervisor or manager who it determines has discriminated against any applicant or employee on

the basis of national origin or race, or who retaliates against any person who complains or participates in any investigation or proceeding concerning any such conduct. Alyeska shall communicate this policy to all of its supervisors and managers.

18. Alyeska agrees that it shall continue to advise all managers and supervisors of their duty to actively monitor their work areas to ensure employees' compliance with the company's EEO policy, and to report any incidents or complaints of discrimination or retaliation of which they become aware.

19. Alyeska agrees to continue to include in its appraisal process a commitment to diversity and inclusion for employees holding supervisory positions.

F. Recruitment Procedures

20. EEOC has reviewed Alyeska policy HR-1.06 and acknowledges the policy's provisions for the following: initiating recruitment requests; recruitment approval; direct hires and transfers; job posting; application process; recruitment screening; and interview and selection.

G. Reporting

21. Alyeska shall report in writing to the EEOC on an annual basis, beginning twelve (12) months from the date of the entry of this decree, the following information:

- a. Certification of the completion of training for managers, supervisors, and non-management employees who participate in the promotion or hiring process, along with lists of attendees;
- b. Certification that its EEO policy has been posted and is available to all current and newly hired employees;

- c. A list of any changes, modifications, revocations or revisions to its EEO policies and procedures which concern or affect the subject of discrimination.
- d. A summary of internal formal race or national origin discrimination complaints, if any, filed with Alyeska's Human Resources Department or Alyeska's Employee Concerns Program by employees working at Alyeska, and the resolution of each such complaint;
- e. A statement listing the other provisions of this consent decree that Alyeska is required to perform and certifying that the company has complied with the terms of the decree. If Alyeska has not complied with any term of the consent decree, the statement will specify the areas of noncompliance, the reason for the noncompliance, and the steps taken to bring Alyeska into compliance; and
- f. A summary of all notices of open positions provided to employees.

H. Posting

22. Alyeska will post a Notice, attached as Exhibit 2 to this Consent Decree. The Notice shall be posted on a centrally located bulletin board or other place where such notices are normally posted and read by employees for the duration of the consent decree.

VII. ENFORCEMENT

23. If the EEOC determines that Alyeska has not complied with the terms of this consent decree, the EEOC will provide written notification of the alleged breach to the company. The EEOC will not petition the court for enforcement of this consent decree for at least thirty (30) days after providing written notification of the alleged breach. The 30-day period following the written notice shall be used by the parties for good faith efforts to resolve the dispute.

VIII. RETENTION OF JURISDICTION

24. The United States District Court for the District of Alaska shall retain jurisdiction over this matter for the duration of this consent decree.

IX. DURATION AND TERMINATION

25. This consent decree shall be in effect for two (2) years beginning the day the court enters the decree. If the EEOC petitions the court for breach of this consent decree, and the court finds Alyeska to be in violation of its terms, the court may extend the duration of this consent decree.

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X. CONCLUSION

26. The parties are not bound by any provision of this decree until it is signed by authorized representatives of each party and entered by the court.

DATED this 13th day of January, 2006.

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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF ALASKA

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	CASE NO. A04-0231 CV (RRB)
Plaintiff,)	
)	
v.)	[PROPOSED] ORDER
)	APPROVING CONSENT DECREE
ALYESKA PIPELINE SERVICE CO.,)	
)	
Defendant.)	
)	
LEONA JOHNSON and ANTHONY NAVARRO,)	
)	
Plaintiff Intervenors,)	
)	
v.)	
)	
ALYESKA PIPELINE SERVICE CO.,)	
)	
Defendant.)	
)	

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The Court, having considered the foregoing stipulated agreement of the parties,
HEREBY ORDERS THAT the foregoing consent decree be, and the same hereby is, approved as
the final decree of this court in full settlement of the action brought by the Equal Employment
Opportunity Commission. The EEOC's 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 _____ day of _____, 2006.

THE HONORABLE RALPH R. BEISTLINE
UNITED STATES DISTRICT COURT JUDGE