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JAN 2 2000
BY DEPUTY *[Signature]*

THE HONORABLE FRANKLIN D. BURGESS
RECEIVED
DEC 23 1999
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FILED
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JAN 25 2000
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA

UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF WESTERN WASHINGTON
AT TACOMA

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

SCI WASHINGTON FUNERAL
SERVICES, INC., d/b/a MILLER-
WOODLAWN FUNERAL HOME
AND MEMORIAL PARK,

Defendant.

CIVIL NO. C98-5421 FDB

PROPOSED CONSENT DECREE

INTRODUCTION

1. This action originated with a Charge of Discrimination filed by Debra Braz with the Equal Employment Opportunity Commission, alleging violations of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"). A copy of the Charge of Discrimination is attached hereto as Exhibit A.

2. Debra Braz filed a Charge of Discrimination on May 7, 1997 and an Amended Charge of Discrimination on June 16, 1997. The Charge of Discrimination, as amended, is designated as Charge No. 380970895. In her Charge of Discrimination, Ms. Braz alleged that she was denied a job based on her race or age, that she was subjected to illegal sexual harassment, and that she was discharged based on her sex or age and because she refused to sign a mandatory arbitration agreement. On June 3, 1998, the EEOC issued a reasonable cause finding on one specific issue in

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37

1 the Charge of Discrimination, i.e., that Defendants, SCI Washington Funeral Services, Inc., d/b/a
 2 Miller-Woodlawn Funeral Home and Memorial Park ("SCI" or the "Defendant"), retaliated against
 3 Ms. Braz (and potentially a class of similarly situated employees) in violation of Title VII by
 4 terminating her employment after she refused to sign an employment agreement which contained a
 5 mandatory arbitration provision. A copy of the Letter of Determination is attached hereto as Exhibit
 6 B.

7 3. Plaintiff, Equal Employment Opportunity Commission ("EEOC"), subsequently filed
 8 this lawsuit in the United States District Court for the Western District of Washington at Tacoma on
 9 July 24, 1998. In its complaint, the EEOC alleged that SCI violated Title VII by terminating Ms.
 10 Braz in retaliation for her refusal to sign SCI's arbitration policy. Ms. Braz is pursuing the other
 11 allegations raised in the Charge of Discrimination through private litigation with outside counsel.

12 4. Defendant denied the allegations of discrimination in the EEOC's complaint and
 13 asserted several affirmative defenses.

14 5. The parties want to conclude fully and finally all claims arising out of the EEOC's
 15 complaint in this matter. They enter into this Consent Decree to further the objectives of equal
 16 employment opportunity as set forth in Title VII.

17 **NON-ADMISSION OF LIABILITY** 18 **AND NON-DETERMINATION BY THE COURT**

19 6. This Consent Decree is not an adjudication or finding on the merits of this case and
 20 shall not be construed as an admission by SCI of a violation of Title VII.

21 7. The Commission agrees not to further pursue this lawsuit on behalf of Debra Braz
 22 against SCI, subject to the limitations provided by the Consent Decree and to the performance by
 23 SCI of the promises and representations contained within this Consent Decree.

24 **JURISDICTION AND VENUE**

25 8. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§451, 1331, 1337, 1343
 26 and 1345. This action is authorized and instituted pursuant to sections 706(f)(1) and (3) of Title VII
 27 of the Civil Rights Act of 1964, as amended, 42 U.S.C. sections 2000e-5(f)(1) and (3) ("Title VII"),

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1 and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. §1981a. The employment practices
 2 alleged to be unlawful in the complaint filed herein occurred within the jurisdiction of the United
 3 States District Court for the Western District of Washington at Tacoma.

4 **SETTLEMENT SCOPE**

5 9. This Consent Decree effectuates the full, final and complete resolution of those
 6 allegations of unlawful employment practices encompassed by the complaint filed by the
 7 Commission in this matter. This Consent Decree in no way affects Ms. Braz's right to pursue the
 8 allegations set forth in the Charge of Discrimination she filed with the Commission against SCI.
 9 By Court Order dated September 29, 1999, the Court granted Ms. Braz's motion to intervene in this
 10 lawsuit. Accordingly, nothing in this Consent Decree shall prohibit Ms. Braz from seeking
 11 monetary relief from SCI for the allegations set forth in the Charge of Discrimination.

12 10. This Consent Decree covers only facilities operated by SCI in areas located within the
 13 jurisdiction of the Ninth Circuit, namely Washington, Oregon, Idaho, Montana, Hawaii, Alaska,
 14 Arizona, Nevada, California and Guam.

15 11. This Consent Decree in no way affects EEOC's right to process, in accordance with
 16 standard Commission procedures, charges filed against SCI alleging violations of any federal statute
 17 enforced by the Commission. Charges not affected by this Consent Decree include those pending as
 18 of the effective date of the agreement and those filed in the future. Processing of charges not
 19 affected by this Consent Decree includes the administrative investigation, conciliation and
 20 commencement of civil actions on the basis of such charges.

21 12. The terms of this Consent Decree are the product of negotiation between the
 22 Commission and SCI. Concepts reflected in this Consent Decree are not intended to be adopted for
 23 any purpose other than the implementation of the decree.

24 **INJUNCTIVE AND OTHER RELIEF**

25 13. SCI reaffirms its commitment to comply with Title VII and all other federal, state and
 26 local anti-discrimination laws in its employment decisions. In furtherance of this policy, SCI shall
 27 monitor the affirmative obligations of this Decree and will ensure that no employee will be subjected

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1 to retaliation for making a charge, testifying, assisting or participating in any investigation,
2 proceeding, or hearing associated with this action. The term "retaliation" includes providing an
3 unwarranted or unfounded negative employment reference to prospective employers of persons who
4 gave statements and/or testimony in this litigation or the administrative proceedings underlying this
5 litigation.

6 14. SCI, its officers, agents, successors, assigns and employees are hereby enjoined from
7 requiring its employees working at SCI entities operating in Washington, Oregon, Idaho, Montana,
8 Hawaii, Alaska, Arizona, Nevada, California and Guam to sign as a term and condition of
9 employment an employment agreement which requires that the employee submit federal
10 discrimination claims to arbitration. SCI, its officers, agents, successors, assigns and employees are
11 further enjoined from retaliating against any employee working at SCI entities operating in
12 Washington, Oregon, Idaho, Montana, Hawaii, Alaska, Arizona, Nevada, California and Guam who
13 challenges or opposes the imposition and use of such an arbitration policy.

14 15. SCI agrees that as of the effective date of this Consent Decree, it will forever cease to
15 distribute to any employee or applicant at an SCI location in the Ninth Circuit the arbitration policy
16 entitled "Principles of Employment" (Exhibit C).

17 16. SCI also agrees to distribute a memorandum (Exhibit D) to each employee located at
18 SCI entities operating in Washington, Oregon, Idaho, Montana, Hawaii, Alaska, Arizona, Nevada,
19 California and Guam which informs employees that the arbitration policy entitled "Principles of
20 Employment" issued in May 1997 does not cover federal employment discrimination claims.
21 (Exhibit C). The memorandum will be addressed to "All Employees of SCI Affiliates in the Ninth
22 Circuit Who Have Signed "Principles of Employment." Distribution of the memorandum (Exhibit
23 D) shall take place at an employee staff meeting called no later than 30 days of the date of execution
24 of this Consent Decree at each SCI location in Washington, Oregon, Idaho, Montana, Hawaii,
25 Alaska, Arizona, Nevada, California and Guam. The employee staff meeting shall be presided over
26 by an appropriate SCI official working at each SCI location in the Ninth Circuit. At the employee
27 staff meeting, the SCI official presiding over the meeting shall discuss the contents of the

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1 memorandum (Exhibit D) and shall answer employee questions relating to the memorandum.

2 With respect to employees who are unable to attend the staff meeting referenced above, SCI
3 will mail a copy of the memorandum (Exhibit D) to the home address of each such employee, with a
4 cover letter which provides the name and telephone number of an SCI representative who may be
5 contacted regarding questions about the memorandum (Exhibit D) or changes to the "Principles of
6 Employment."

7 17. With respect to all SCI employees currently working at SCI entities operating in
8 Washington, Oregon, Idaho, Montana, Hawaii, Alaska, Arizona, Nevada, California and Guam who
9 have **not** previously signed the arbitration policy entitled "Principles of Employment" (Exhibit C),
10 SCI specifically agrees that the only arbitration agreement it may request such employees to sign is
11 the Amended Principles of Employment, attached hereto as Exhibit E. Paragraph 18 will also apply
12 to applicants for employment hired by SCI for SCI entities operating in Washington, Oregon, Idaho,
13 Montana, Hawaii, Alaska, Arizona, Nevada, California and Guam on or after the effective date of
14 this Consent Decree. In the event that any SCI employee currently working at SCI entities
15 operating in Washington, Oregon, Idaho, Montana, Hawaii, Alaska, Arizona, Nevada, California and
16 Guam or any applicant for employment who has **not** previously signed the arbitration policy entitled
17 "Principles of Employment" (Exhibit C) asks to participate in a voluntary arbitration program with
18 SCI, SCI agrees to provide to the requesting employee or applicant for employment the Amended
19 Principles of Employment, attached hereto as Exhibit E.

20 **B. Anti-Discrimination Policies and Procedures**

21 18. SCI shall institute and carry out policies and practices that establish anti-
22 discrimination policies, procedures and training for employees, supervisors and management
23 personnel, to the extent not already established.

24 **C. Posting**

25 19. SCI will post a notice expressing, among other things, SCI's support of and
26 compliance with the federal laws enforced by the EEOC. The notice shall be posted on centrally
27 located bulletin boards at each SCI location in Washington, Oregon, Idaho, Montana, Hawaii,

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1 Alaska, Arizona, Nevada, California and Guam for a period of one (1) year following entry of this
 2 Decree. The notice shall include the following language:

3 Without admitting liability, SCI has agreed to the settlement of an employment
 4 discrimination lawsuit brought by the EEOC. Pursuant to the settlement, SCI will
 5 continue and expand its support of and compliance with federal anti-discrimination
 and equal employment opportunity laws. SCI is committed to providing its
 employees with a work environment free from discrimination and retaliation.

6 **D. Records and Reporting**

7 20. SCI shall report in writing and in affidavit form to the EEOC on a semi-annual basis,
 8 beginning six months from the date of the entry of this Decree, and thereafter every six months for
 9 the duration of the Decree, the following information:

- 10 a. The names of all employees working in SCI entities operating in Washington,
 11 Oregon, Idaho, Montana, Hawaii, Alaska, Arizona, Nevada, California and
 12 Guam who have received the memorandum (Exhibit D) described in
 13 paragraph 17 and who have attended the staff meeting described in paragraph
 14 17. The name of the SCI official presiding over the staff meeting outlined in
 15 paragraph 17, the date of the staff meeting, and a brief summary of the
 16 information provided to employees at the staff meeting shall also be provided.
- 17 b. The names of all current employees, new hires, or applicants for employment
 18 who have requested and/or received a copy of the document entitled Amended
 19 Principles of Employment (Exhibit E), the date such request was made and a
 20 statement reflecting whether or not the requesting employee executed the
 21 Amended Principles of Employment.
- 22 c. Any changes, modifications, revocations or revisions to its policies and
 23 procedures which concern or affect the subject of arbitration of employment
 24 disputes brought by employees working at SCI entities operating in
 25 Washington, Oregon, Idaho, Montana, Hawaii, Alaska, Arizona, California
 26 and Guam;
- 27 d. During the preceding six-month period, the names of any individuals who

1 voluntarily chose to arbitrate an employment dispute arising under a federal
2 discrimination law, the nature of the employment dispute at issue and a
3 summary of the outcome of the arbitration process.

4 **ENFORCEMENT**

5 21. If the EEOC determines that SCI has not complied with the terms of this Consent
6 Decree, the EEOC will provide written notification of the alleged breach to SCI. The EEOC will not
7 petition the Court for enforcement of the decree for at least thirty (30) days after providing written
8 notification of the alleged breach. The 30-day period following the written notice shall be used by
9 the parties for good faith efforts to resolve the dispute.

10 **RETENTION OF JURISDICTION**

11 22. The United States District Court for the Western District of Washington at Tacoma
12 shall retain jurisdiction over this matter for the duration of the Consent Decree.

13 **DURATION AND TERMINATION**

14 23. This Decree shall be in effect for three years beginning on the date the Court signs the
15 Consent Decree Order. If the EEOC petitions the court for breach of the Decree, and the Court finds
16 SCI to be in violation of the terms of the decree, the Court may extend the duration of the Decree.

17 **CONCLUSION**

18 24. The parties are not bound by any provision of this Consent Decree until it is signed by
19 authorized representatives of each party and entered by the Court.

20
21 Respectfully Submitted, this 22nd day of December, 1999.

22
23 A. LUIS LUCERO, JR.
Regional Attorney

C. GREGORY STEWART
General Counsel

24 CLAIRE CORDON
Supervisory Trial Attorney

GWENDOLYN YOUNG REAMS
Associate General Counsel

25 LISA A. MORELLI
26 Trial Attorney

27 EQUAL EMPLOYMENT OPPORTUNITY

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1 COMMISSION
2 Seattle District Office
3 909 First Avenue, Suite 400
4 Seattle, Washington 98104
5 Telephone (206) 220-6917

Office of the General Counsel
1801 "L" Street, N.W.
Washington, D.C. 20507

6 BY: Lisa Morelli Guarnere
7
8 Attorneys for Plaintiff

9 Frederick T. Rasmussen
10 STOKES LAWRENCE, P.S.
11 800 Fifth Ave, Suite 4000
12 Seattle, WA 98104-3179
13 (206) 626-6000

14 BY: [Signature]
15
16 Attorneys for SCI

ORDER APPROVING CONSENT DECREE

The Court having considered the foregoing Consent Decree entered into by the parties,

HEREBY ORDERS THAT the foregoing Consent Decree is approved. This lawsuit is hereby dismissed with prejudice and without costs or attorneys' fees to any party. The Court will have jurisdiction over any action to enforce the Consent Decree approved herein.

DATED this 25 day of June, 1999.


UNITED STATES DISTRICT JUDGE

EXHIBIT A

CHARGE OF DISCRIMINATION

Case 3:98-cv-05421-FDB Document 37 Filed 01/25/2000 Page 11 of 28

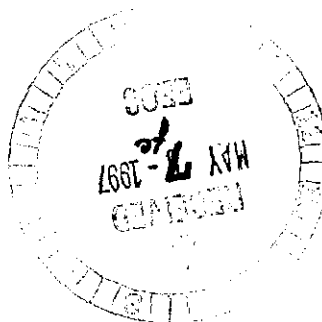
This form is affected by the Privacy Act of 1974. See Privacy Act Statement on back of this form. ☒ AGENCY ☒ EEOC CHARGE NUMBER 380970895

Washington State Human Rights Comm and EEOC
State or local Agency, if any

| | | | |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------------------------|--|
| NAME (Indicate Mr., Ms., Mrs.) Debra M. Braz | | HOME TELEPHONE (Include Area Code) (360) 876-9200 | |
| STREET ADDRESS 3117 Villa Carmel Drive, Port Orchard, WA 98366 | | CITY, STATE AND ZIP CODE WA 98366 | |
| DATE OF BIRTH 03/30/54 | | | |
| NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.) | | | |
| NAME Miller-Woodlawn Funeral Home/SCI | | TELEPHONE (Include Area Code) (360) 377-7648 | |
| STREET ADDRESS 5505 Kitsap Way, Bremerton, WA 98312 | | CITY, STATE AND ZIP CODE WA 98312 | |
| COUNTY 035 | | | |
| NAME Sci Corporation | | TELEPHONE NUMBER (Include Area Code) (713) 522-5141 | |
| STREET ADDRESS 1929 Allen Parkway, Houston, Tx 77219 | | CITY, STATE AND ZIP CODE Tx 77219 | |
| COUNTY | | | |
| CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es)) | | DATE DISCRIMINATION TOOK PLACE | |
| <input type="checkbox"/> RACE <input checked="" type="checkbox"/> RETALIATION <input type="checkbox"/> COLOR <input checked="" type="checkbox"/> AGE <input checked="" type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> DISABILITY <input type="checkbox"/> NATIONAL ORIGIN <input type="checkbox"/> OTHER (Specify) | | EARLIEST 07/11/96 LATEST 04/21/97 <input type="checkbox"/> CONTINUING ACTION | |

THE PARTICULARS ARE (If additional space is needed, attach extra sheet(s)):

I was denied a position as a funeral director apprentice and subjected to harassment, in retaliation for having reported inappropriate sexual behavior, because of my sex, female, in violation of Title VII of the Civil Rights Act of 1964, as amended, and because of my age, 43 years, in violation of the Age Discrimination in Employment Act of 1967, as amended. A much younger male was selected for the position.



| | | | |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|------------------------------------------------------------------------------------------------------------------------------|--|
| <input type="checkbox"/> I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures. | | NOTARY - (When necessary for State and Local Requirements) | |
| I declare under penalty of perjury that the foregoing is true and correct. | | I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief. | |
| SIGNATURE OF COMPLAINANT Debra M. Braz | | SIGNATURE OF COMPLAINANT Joanne [Signature] | |
| SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Day, month, and year) 5/7/97 | | SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Day, month, and year) 5/7/97 | |
| Date 5/7/97 Charging Party (Signature) | | Date 5/7/97 Charging Party (Signature) | |

CHARGE OF DISCRIMINATION

Case 3:98-cv-05421-FDB

Document 37

Filed 01/25/2000

AGENCY

CHARGE NUMBER

☐ Page 12

Amended

☒ EEOC

380970895

This form is affected by the Privacy Act of 1974; See Privacy Act Statement completing this form.

Washington State Human Rights Comm

and EEOC

State or local Agency, if any

NAME (Indicate Mr., Ms., Mrs.)

Debra M. Braz

HOME TELEPHONE (Include Area Code)

(360) 876-9200

STREET ADDRESS

CITY, STATE AND ZIP CODE

DATE OF BIRTH

3117 Villa Carmel Drive, Port Orchard, WA 98366

03/30/54

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)

NAME

NUMBER OF EMPLOYEES, MEMBERS

TELEPHONE (Include Area Code)

Miller-Woodlawn Funeral Home/SCI

Cat A (15-100)

(360) 377-7648

STREET ADDRESS

CITY, STATE AND ZIP CODE

COUNTY

5505 Kitsap Way, Bremerton, WA 98312

035

NAME

TELEPHONE NUMBER (Include Area Code)

STREET ADDRESS

CITY, STATE AND ZIP CODE

COUNTY

CAUSE OF DISCRIMINATION BASED ON (check appropriate box(es))

☐ RACE

☐ COLOR

☒ SEX

☐ RELIGION

☐ NATIONAL ORIGIN

☒ RETALIATION

☒ AGE

☐ DISABILITY

☐ OTHER (Specify)

DATE DISCRIMINATION TOOK PLACE

EARLIEST

LATEST

07/11/96

06/09/97

☐ CONTINUING ACTION

THE PARTICULARS ARE (If additional space is needed, attach extra sheet(s)):

AMENDED CHARGE OF DISCRIMINATION

On June 9, 1997, I was terminated from my position. This is further discrimination in violation of the above cited statutes in retaliation for having filed this original charge of employment discrimination.

RECEIVED
JUN 10 - 3 A 9 34

☐ I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the foregoing is true and correct.

NOTARY - (When necessary for State and Local Requirements)

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Day, month, and year)

June 16, 1997

Charging Party (Signature)

FORM 5 (Rev. 06/92)

FILE COPY



Seattle District Office

JUN - 3 1998

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909 First Avenue, Suite 400
Seattle, WA 98104
PH: (206) 220-6883
TDD: (206) 220-6882
FAX: (206) 220-6911

Debra Braz
3117 Villa Carmel Drive
Port Orchard, WA 98366

Charge No 380970895

Miller Woodlawn Funeral Home/SCI
5505 Kitsap Way
Bremerton, WA 98312

DETERMINATION

Under the authority vested in me by the Commission, I issue the following determination as to the merits of the subject charge filed under Title VII of the Civil Rights Act of 1964, as amended and the Age Discrimination in Employment Act.

All requirements for coverage have been met. The Charging Party alleged that she was discriminated against in violation of Title VII of the Civil Rights Act because of her sex, and the Age Discrimination in Employment Act because of her age, 43 in that she was denied a Funeral Director position, was subjected to sexual harassment and was discharged.

I have considered all the evidence disclosed during the investigation and have determined that there is insufficient evidence to conclude that the Charging Party was denied the Funeral Director position based on her race or age, insufficient evidence to show that she was subjected to illegal sexual harassment, and insufficient evidence to show that she was discharged based on her sex or age.

I have determined that there is reasonable cause to believe that the Charging Party was discharged in violation of the statutes enforced by the EEOC. The investigation revealed that the Respondent requires an employee to sign an arbitration agreement as a condition of employment. This agreement requires a waiver of the right to litigate discrimination claims in a judicial forum. The Charging Party was discharged in retaliation against her refusal to execute the arbitration agreement required by the Respondent.

Upon finding that there is reason to believe that violations have occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of this matter. The Commission will also consider compensatory and punitive damages under Title VII and the ADEA.

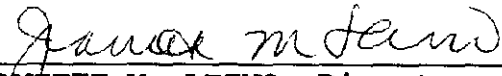
EXHIBIT B

Charge No. 380970895: Determination

If the Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the office Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission. A Commission representative will contact each party in the near future to begin conciliation.

On behalf of the Commission:

JUN - 3 1998



JEANETTE M. LEINO, Director
Seattle District Office

Principles of Employment

Your employer, identified below (the "Company"), recognizes that its employees are its most valuable assets and are vital to its success. We also recognize the importance of treating our employees with the utmost dignity and respect. We believe in the principles of honesty, fairness and respect for individual freedoms, and are committed to upholding the highest standards of professionalism and integrity in our operations. For these reasons, we have adopted certain policies governing workplace conduct. The Company is committed to strict compliance with these policies and asks all of its employees to agree to abide by these policies as well. A recap of some of these policies (which are more fully described in the Company's Employee Handbook) follows:

- We are an equal opportunity employer. Discrimination based upon an individual's race, color, religion, national origin, gender, age or disability will not be permitted or tolerated.
- Our policy against harassment, including sexual harassment, was designed to provide a comfortable and professional working environment for everyone. It prohibits harassment of any kind in our workplace, especially if it is based upon the factors listed above.
- Our Problem Solving Procedure gives you the right to discuss any work-related problems with management and expect a timely and reasonable response. In the event that you are not satisfied with that response, you have the right to appeal to successively higher levels of management, up to the President of the Company.
- We prohibit retaliation against any employee for exercising his/her rights under company policy or the law. Employees who feel that they are being retaliated against should bring their concern to management's attention immediately for prompt action.
- We are committed to maintaining a safe, healthful and productive working environment for all of our employees. In keeping with that goal, we have adopted a strict policy prohibiting the use, possession or sale of alcohol or illegal drugs while on Company property, on Company business or while operating a Company-owned vehicle. We have also adopted a policy prohibiting weapons in the workplace.
- We have established an Employee Assistance Program, which provides a confidential counseling and referral service designed to help you and your family deal with various personal problems. Also, in the interest of promoting better communication between the Company and its employees, and to facilitate the identification and resolution of workplace problems, we have established a confidential, toll-free telephone number (800-455-1140) to allow employees to express any concerns they have pertaining to workplace issues.

The purpose of the above policies is to assure fair, safe and pleasant working conditions for all of the Company's employees. However, we recognize that disputes may arise from time to time, which must be resolved in a fair and efficient manner. In order to ensure equitable, efficient and cost-effective resolution of these matters, employment-related disputes will be resolved by arbitration, in accordance with the following procedures:

1. **Matters Subject To Arbitration.** Employee and the Company agree that, except for the matters identified in Section 2 below, all disputes relating to any aspect of Employee's employment with the Company shall be resolved by binding arbitration. This includes, but is not limited to, any claims against the Company, its affiliates or their respective officers, directors, employees, or agents for breach of contract, wrongful discharge, discrimination, harassment, defamation, misrepresentation, and emotional distress, as well as any

disputes pertaining to the meaning or effect of this Agreement. The arbitration shall be conducted in accordance with the procedures attached hereto as Exhibit "A." This agreement to arbitrate shall cover disputes arising both before and after the execution of this document, except to the extent that any litigation has already been filed as of the date hereof.

2. Exclusions. It is expressly agreed and understood that this Agreement shall not govern claims for workers' compensation or unemployment benefits, claims brought to enforce any noncompetition or confidentiality agreement which may exist between the parties, or any claim by the Company against Employee which is based upon fraud, theft or other dishonest conduct of Employee.

3. Notification/Timeliness Of Claims. Any claim which either party has against the other must be presented in writing by the claiming party to the other within one year of the date the claiming party knew or should have known of the facts giving rise to the claim. Otherwise, the claim shall be deemed waived and forever barred even if there is a federal or state statute of limitations which would have given more time to pursue the claim.

4. Legal Counsel/Costs. Each party may retain legal counsel and shall pay its own costs and attorneys' fees, regardless of the outcome of the arbitration. Each party shall pay one-half of the compensation to be paid to the arbitrator(s), as well as one-half of any other costs relating to the administration of the arbitration proceeding (e.g., room rental, court reporter, etc.).

NOTICE TO EMPLOYEE: BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO HAVE ANY AND ALL DISPUTES BETWEEN YOU AND YOUR COMPANY (EXCEPT THOSE SPECIFICALLY EXCLUDED IN SECTION 2 ABOVE) DECIDED BY BINDING ARBITRATION AND YOU ARE WAIVING YOUR RIGHT TO A JURY OR COURT TRIAL.

AFFIRMATION OF AT-WILL EMPLOYMENT STATUS. THE PARTIES ACKNOWLEDGE AND AGREE THAT, UNLESS THEY ARE PARTIES TO A WRITTEN EMPLOYMENT AGREEMENT WHICH GUARANTEES EMPLOYMENT FOR A DEFINITE PERIOD OF TIME, EMPLOYEE IS AN EMPLOYEE TERMINABLE AT-WILL, AND THAT THE COMPANY MAY ALTER THE TERMS OF, OR TERMINATE, EMPLOYEE'S EMPLOYMENT IN ITS SOLE DISCRETION, FOR ANY REASON OR NO REASON. EMPLOYEE FURTHER ACKNOWLEDGES THAT HE/SHE IS EMPLOYED BY THE COMPANY IDENTIFIED BELOW AND NOT BY SUCH COMPANY'S ULTIMATE PARENT COMPANY, SERVICE CORPORATION INTERNATIONAL, OR ANY OTHER AFFILIATE OF THE COMPANY.

MODIFICATIONS. NEITHER EMPLOYEE'S AT-WILL STATUS NOR ANY OF THE ABOVE PROVISIONS PERTAINING TO ARBITRATION MAY BE MODIFIED EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH EMPLOYEE AND THE COMPANY.

I have read the above, am familiar with its terms and agree that my relationship with my employer shall be governed thereby.

EMPLOYEE

COMPANY: _____

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: _____

Date: _____

EXHIBIT "A"

ARBITRATION PROCEDURES

1. Selection of Arbitrator. An arbitrator shall be selected by mutual agreement of the parties. If the parties are unable to agree on a single arbitrator, each party shall select one arbitrator, and the two arbitrators so selected shall select a third arbitrator. The three arbitrators so selected will then hear and decide the matter.
2. Qualification of Arbitrators. All arbitrators must be attorneys, judges or retired judges who are licensed to practice law in the state where the Employee is or most recently was employed by the Company.
3. Location of Arbitration Proceedings. The arbitration proceedings shall be conducted within the county in which Employee is or most recently was employed by the Company or at another mutually agreeable location.
4. Procedural Rules. Except as otherwise provided herein, the arbitration proceedings shall be conducted in accordance with the statutes, rules or regulations governing arbitrations in the state in which Employee is or most recently was employed by Employer. In the absence of such statutes, rules or regulations, the arbitration proceedings shall be conducted in accordance with the employment arbitration rules of the American Arbitration Association ("AAA"); provided however, that the foregoing reference to the AAA rules shall not be deemed to require any filing with that organization, nor any direct involvement of that organization. In the event of any inconsistency between this Agreement and the statutes, rules or regulations to be applied pursuant to this paragraph, the terms of this Agreement shall apply.
5. Award. The arbitrator(s) shall issue a written award, which shall contain, at a minimum, the names of the parties, a summary of the issues in controversy, and a description of the award issued. Upon motion to a court of competent jurisdiction, either party may obtain a judgment or decree in conformity with the arbitration award, and said award shall be enforced as any other judgment or decree.
6. Applicable Law. In resolving claims governed by this agreement, the arbitrator shall apply the laws of the state in which the Employee is or most recently was employed by the Company, and/or federal law, if applicable.
7. Confidentiality. The parties agree and acknowledge that any arbitration proceedings between them, and the outcome of such proceedings, shall be kept strictly confidential; provided however, that the Company may disclose such information to the extent required by law and to its employees, agents and professional advisors who have a legitimate need to know such information, and the Employee may disclose such information (1) to the extent required by law, (2) to the extent that the Employee is required to disclose same to professional persons assisting Employee in preparing tax returns, and (3) to Employee's legal counsel.



MEMORANDUM

TO: [All Employees of SCI Affiliates in the
9th Circuit Who Have Signed POE]

FROM: _____

DATE: _____

SUBJECT: Principles of Employment

You have previously signed an agreement with the Company entitled Principles of Employment. Part of that agreement provides for the resolution of employment-related disputes through arbitration. In an effort to keep up with the evolving laws in this area, and also to make the arbitration process more favorable for employees, the Company has modified its arbitration policy in certain respects. This memorandum is intended to ensure that these changes have been clearly communicated to you. In that regard, please note the following:

1. With respect to any type of discrimination claim brought under federal law, as well as claims under any other federal laws administered by the EEOC, arbitration is completely voluntarily on your part. Should you prefer to pursue such a claim through the court system (after filing with the EEOC), you are free to do so.
2. All costs pertaining to the arbitration, other than your attorneys' fees (if any), will be paid by the Company.
3. To the extent allowed by applicable law, the arbitrator will have discretion to award you attorneys' fees, if you prevail in the arbitration.
4. Employment discrimination claims will be governed by the applicable statute of limitations rather than the one-year term provided for other claims subject to arbitration under the Principles of Employment agreement.

Page 2

The Company believes that arbitration is a fair, expedient, and cost-effective method of resolving disputes and that it is far superior to traditional litigation. Therefore, in the event that a dispute should arise between you and the Company, we strongly encourage you to consider arbitration, regardless of the nature of the claim. That being said, we want to make it absolutely clear that arbitration of those claims described in Section 1 above is entirely voluntary on your part.

To the extent that the Principles of Employment agreement you signed contains provisions which are more restrictive or otherwise inconsistent with those outlined above, this memorandum evidences the Company's commitment to apply the provisions set forth above. If you have any questions or would like to discuss this matter, please contact your supervisor.

Principles of Employment

Your employer, identified below (the "Company"), recognizes that its employees are its most valuable assets and are vital to its success. We also recognize the importance of treating our employees with the utmost dignity and respect. We believe in the principles of honesty, fairness and respect for individual freedoms, and are committed to upholding the highest standards of professionalism and integrity in our operations. For these reasons, we have adopted certain policies governing workplace conduct. The Company is committed to strict compliance with these policies and asks all of its employees to agree to abide by these policies as well. A recap of some of these policies (which are more fully described in the Company's Employee Handbook) follows:

- We are an equal opportunity employer. Discrimination based upon an individual's race, color, religion, national origin, gender, age or disability will not be permitted or tolerated.
- Our policy against harassment, including sexual harassment, was designed to provide a comfortable and professional working environment for everyone. It prohibits harassment of any kind in our workplace, especially if it is based upon the factors listed above.
- Our Problem Solving Procedure gives you the right to discuss any work-related problems with management and expect a timely and reasonable response. In the event that you are not satisfied with that response, you have the right to appeal to successively higher levels of management, up to the President of the Company.
- We prohibit retaliation against any employee for exercising his/her rights under company policy or the law. Employees who feel that they are being retaliated against should bring their concern to management's attention immediately for prompt action.
- We are committed to maintaining a safe, healthful and productive working environment for all of our employees. In keeping with that goal, we have adopted a strict policy prohibiting the use, possession or sale of alcohol or illegal drugs while on Company property, on Company business or while operating a Company-owned vehicle. We have also adopted a policy prohibiting weapons in the workplace.
- We have established an Employee Assistance Program, which provides a confidential counseling and referral service designed to help you and your family deal with various personal problems. Also, in the interest of promoting better communication between the Company and its employees, and to facilitate the identification and resolution of workplace problems, we have established a confidential, toll-free telephone number (800-455-1140) to allow employees to express any concerns they have pertaining to workplace issues.

The purpose of the above policies is to assure fair, safe and pleasant working conditions for all of the Company's employees. However, we recognize that disputes may arise from time to time, which must be resolved in a fair and efficient manner. In order to ensure equitable, efficient and cost-effective resolution of these matters, employment-related disputes (other than those specifically excluded below) will be resolved by arbitration, in accordance with the following procedures:

1. Matters Subject To Arbitration. Employee and the Company agree that, except for the matters identified in Section 2 below and except as otherwise provided by law, all disputes relating to any aspect of Employee's employment with the Company shall be resolved by binding arbitration. This includes, but is not limited to, any claims against the Company, its affiliates or their respective officers, directors, employees, or agents for breach of contract, wrongful discharge, defamation, misrepresentation, and emotional distress, as well as any disputes pertaining to the meaning or effect of this Agreement. The arbitration shall be conducted in accordance with the procedures attached hereto as Exhibit "A." This agreement to arbitrate shall cover disputes arising both before and after the execution of this document, except to the extent that any litigation has already been filed as of the date hereof.

2. Exclusions. It is expressly agreed and understood that this Agreement shall not govern the following: (1) any claims brought under federal discrimination laws (including Title VII of the Civil Rights Act) or any other federal laws administered by the Equal Employment Opportunity Commission, (2) claims for workers' compensation or unemployment benefits, or (3) claims brought to enforce any noncompetition or confidentiality agreement which may exist between the parties.

3. Notification/Timeliness Of Claims. Any claim which either party has against the other, other than a claim based on employment discrimination, must be presented in writing by the claiming party to the other within one year of the date the claiming party knew or should have known of the facts giving rise to the claim. Otherwise, the claim shall be deemed waived and forever barred even if there is a federal or state statute of limitations which would have given more time to pursue the claim. Discrimination claims shall be subject to state and federal laws prescribing the limitation period for filing such a claim.

4. Legal Counsel/Costs. Each party may retain legal counsel and shall pay its own costs and attorneys' fees, regardless of the outcome of the arbitration; provided however, that the arbitrator may award attorneys' fees and/or costs to the prevailing party when expressly authorized by statute to do so. All other costs pertaining to the arbitration shall be paid by the Company.

NOTICE TO EMPLOYEE: BY SIGNING THIS AGREEMENT, YOU ARE AGREEING TO HAVE ANY AND ALL DISPUTES BETWEEN YOU AND YOUR COMPANY (EXCEPT THOSE SPECIFICALLY EXCLUDED IN SECTION 2 ABOVE AND THOSE OTHERWISE EXCLUDED BY APPLICABLE LAW, IF ANY) DECIDED BY BINDING ARBITRATION AND YOU ARE WAIVING YOUR RIGHT TO A JURY OR COURT TRIAL.

AFFIRMATION OF AT-WILL EMPLOYMENT STATUS. THE PARTIES ACKNOWLEDGE AND AGREE THAT, UNLESS THEY ARE PARTIES TO A WRITTEN EMPLOYMENT AGREEMENT WHICH GUARANTEES EMPLOYMENT FOR A DEFINITE PERIOD OF TIME, EMPLOYEE IS AN EMPLOYEE TERMINABLE AT-WILL, AND THAT THE COMPANY MAY ALTER THE TERMS OF, OR TERMINATE, EMPLOYEE'S EMPLOYMENT IN ITS SOLE DISCRETION, FOR ANY REASON OR NO REASON. EMPLOYEE FURTHER ACKNOWLEDGES THAT HE/SHE IS EMPLOYED BY THE COMPANY IDENTIFIED BELOW AND NOT BY SUCH COMPANY'S ULTIMATE PARENT COMPANY, SERVICE CORPORATION INTERNATIONAL, OR ANY OTHER AFFILIATE OF THE COMPANY.

MODIFICATIONS. NEITHER EMPLOYEE'S AT-WILL STATUS NOR ANY OF THE ABOVE PROVISIONS PERTAINING TO ARBITRATION MAY BE MODIFIED EXCEPT BY A WRITTEN AGREEMENT SIGNED BY BOTH EMPLOYEE AND THE COMPANY.

I have read the above, am familiar with its terms and agree that my relationship with my employer shall be governed thereby.

EMPLOYEE:

COMPANY:

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Title: _____

Date: _____

Revised 12/17/99

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EXHIBIT "A"

ARBITRATION PROCEDURES

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CERTIFICATE OF SERVICE

I hereby certify that I served the Proposed Consent Decree on:

Frederick T. Rasmussen, Esq.
Stokes Lawrence, P.S.
800 Fifth Ave., Suite 4000
Seattle, WA 98104-3179

Attorney for Defendant

by the following indicated method or methods:

- ☒ by **mailing** a copy thereof in a sealed, first-class postage-paid envelope, addressed to the attorney(s) listed above, and deposited with the United States Postal Service at Seattle, Washington, on the date set forth below.
- ☐ by **hand delivering** a copy thereof to the attorneys for Defendant listed above, on the date set forth below.
- ☐ by **sending via overnight courier** a copy thereof in a sealed, postage paid envelope, addressed to the attorney(s) listed above, on the date set forth below.
- ☐ by **faxing** a copy thereof to the attorney(s) at the fax number(s) shown above, on the date set forth below.

DATED this 22nd day of December, 1999.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION


VICTORIA L. RICHARDSON
Legal Technician

CERTIFICATE OF SERVICE

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle District Office
909 First Avenue, Suite 400
Seattle, Washington 98104-1061
Telephone: (206) 220-6883
Facsimile: (206) 220-6911
TDD: (206) 220-6882

car

United States District Court
for the
Western District of Washington
January 26, 2000

* * MAILING CERTIFICATE OF CLERK * *

Re: 3:98-cv-05421

True and correct copies of the attached were mailed by the clerk to the following:

A Luis Lucero Jr, Esq.
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
SEATTLE DISTRICT OFFICE
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Judge Burgess