

THE HONORABLE ROBERT J. BRYAN

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3 JAN 24 2001
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CLERK U.S. DISTRICT COURT WESTERN DISTRICT OF WASHINGTON AT TACOMA		

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JAN 22 2001 JK

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

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

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

v.

ROBERT LARSON'S CHRYSLER PLYMOUTH
OF TACOMA, INC., d/b/a ROBERT LARSON
AUTOMOTIVE GROUP and LARSON
MOTORS, INC.,

Defendant.

CIVIL NO. C00-5079 RJB

CONSENT DECREE AND
(PROPOSED) ORDER

RJB

1. This Consent Decree (the "Decree") is made and entered into by and between Plaintiff United States Equal Employment Opportunity Commission (hereinafter referred to as the "Commission" or "EEOC") and Defendants, Robert Larson's Chrysler Plymouth of Tacoma, Inc., Robert Larson Automotive Group, and/or Larson Motors, Inc" (hereinafter referred to as

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
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TDD: (206) 220-6882

1 "Larson Group") (EEOC and Larson Group are collectively referred to herein as "the Parties").

2 2. On February 11, 2000, EEOC initiated this action by filing its Complaint against
3 the Larson Group. EEOC's Complaint alleged that the Larson Group violated Title VII of the
4 Civil Rights Act of 1964, as amended, including, but not limited to, amendments authorized by
5 the Civil Rights Act of 1991, 42 U.S.C. §2000e et seq. ("Title VII"). The Complaint was brought
6 on behalf of Larry Gary, and a group of similarly situated employees, alleging that Defendants
7 subjected Mr. Gary and other employees to a racially-biased working environment, and
8 discriminated further by demoting and constructively discharging Mr. Gary based on his race,
9 Black.

10 3. On March 20, 2000, the Larson Group filed its Answer to EEOC's Complaint,
11 denying the allegations contained in the Complaint and raising various affirmative defenses.

12 4. In the interest of resolving this matter and as a result of having engaged in
13 comprehensive settlement negotiations through mediation with the Honorable Roselle Pekelis of
14 Judicial Dispute Resolution, the Parties have agreed that this action should be finally resolved by
15 entry of this Decree. This Decree shall not constitute an adjudication and/or finding on the
16 merits of the case, and shall not be used as evidence of liability, res judicata, or collateral
17 estoppel in any other legal proceeding against any of the defendants, the Larson Group or any of
18 its vendors, and the Larson Group expressly denies liability.

19 5. This Decree is final and binding upon the Parties, their successors and assigns and
20 eligible claimants, as defined in Paragraph 15 below.

21 6. The Parties agree that this Decree resolves all claims arising out of EEOC Charge
22 No. 38G980501 and the Complaint filed in this action, and constitutes a complete resolution of
23 all claims of race-based harassment, retaliation and/or constructive discharge under Title VII that
24 were made or could have been made by the Commission in this action. The Parties further agree
25 that this Decree does not, however, resolve any Charges that may be pending with EEOC other

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1 than the Charges specifically referred to in this paragraph or those that may be released by
2 "Eligible Claimants" (as that term is defined herein) pursuant to this Decree. The EEOC
3 represents that it is aware of no such pending claims.

4 7. This Decree constitutes the complete agreement between EEOC and the Larson
5 Group with respect to the matters referred to herein. No waiver, modification or amendment of
6 any provision of this Decree shall be effective unless made in writing, approved by all parties to
7 this Decree and approved by the Court or ordered by the Court.

8 **NOW, THEREFORE**, the Court having carefully examined the terms and provisions of
9 this Consent Decree, and based on the pleadings, record and stipulations of the Parties, it is

10 **ORDERED, ADJUDGED AND DECREED THAT:**

11 8. This Court has jurisdiction over the subject matter of this action and over the
12 parties for purposes of entering and enforcing this Decree.

13 9. The terms of this Decree are adequate, fair, reasonable, equitable and just.

14 10. This Decree conforms with the Federal Rules of Civil Procedure and is not in
15 derogation of the rights or privileges of any person. The entry of this Decree will further the
16 objectives of amicable resolution of this dispute and Title VII and will be in the best interests of
17 the Parties, those for whom EEOC seeks relief, and the public.

18 11. This Decree resolves all claims arising out of EEOC Charge No. 38G980501 and
19 the Complaint filed in this action, and constitutes a complete resolution of all claims of race-
20 based harassment, retaliation and/or constructive discharge under Title VII that were made or
21 could have been made by the Commission in this action.

22 12. This Decree comprises the full and exclusive agreement of the parties with respect
23 to the matters discussed herein. No representations or inducements to compromise this action
24 have been made, other than those recited or referenced in this Decree (including the Exhibits
25 attached hereto).

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Scope of Consent Decree

13. The duration of this Decree shall be two years and 6 months from the date of entry of the Decree. During that time, this Court shall retain jurisdiction over this matter and the Parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate its purposes. Accordingly, this Decree shall expire and shall be without force and effect two years and six months from the date of entry of this Decree.

Definitions

14. "Potential Claimants" shall include all African American employees who were employed by the Larson Group between June 1, 1997, and the date this Consent Decree is entered by the Court.

15. "Eligible Claimants" are those individuals meeting the criteria outlined in Paragraph 25 and identified by the Settlement Fund Administrator as persons from the Potential Claimant pool who are entitled to monetary relief under the Settlement Fund.

16. The "Settlement Fund Administrator" is the person responsible for reviewing claims from a pool of Potential Claimants to identify Eligible Claimants entitled to monetary relief under the Settlement Fund.

17. The "Consent Decree/Complaint Monitor" is the person responsible for overseeing the non-monetary relief aspects of the Consent Decree and for monitoring the Larson Group's investigation and resolution of complaints alleging violations of its racial harassment policy.

General Injunctive Provisions

18. **Racial Harassment.** The Larson Group and its officers, agents, management (including supervisory employees), successors and assigns, and all those in active concert or participation with them, or any of them (hereinafter "Larson Group"), are hereby enjoined from: (i) discriminating against any employee on the basis of race; (ii) engaging in any action that is

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1 intended to have the effect of harassing any employee on the basis of race; and/or (iii)
2 permitting the existence of a work environment that is hostile to employees because of their race.

3 19. **Retaliation.** The Larson Group and its officers, agents, management (including
4 supervisory employees), successors and assigns, and all those in active concert or participation
5 with them, or any of them, are hereby enjoined from engaging in, implementing or permitting
6 any action, policy or practice with the purpose of retaliating against any current or former
7 employee of the Larson Group because he or she i) opposed race discrimination, or race-based
8 harassment; ii) filed a Charge of Discrimination alleging any such practice; iii) testified or
9 participated in any manner in any investigation or proceeding in connection with this case and/or
10 relating to any claim of race discrimination or race-based harassment; iv) was identified as a
11 possible witness in this action; v) asserted any rights under this Decree; vi) or sought and/or
12 received any monetary and/or non-monetary relief in accordance with this Decree.

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Monetary Relief

Establishment of Settlement Fund

20. The Larson Group agrees to pay all claims which shall be determined by the Settlement Fund Administrator, pursuant to the claims resolution process, up to Seven Hundred and Fifty Thousand Dollars (\$750,000.00), with a One Hundred Thousand Dollars (\$100,000.00) minimum commitment, as explained below. This Settlement Fund is separate and distinct from the One Million and Fifteen Thousand Dollars in settlement proceeds paid to the group of individual Plaintiffs in Intervention, none of whom shall be participants as Eligible Claimants in the process detailed in this Consent Decree.

In the event that the Settlement Fund Administrator determines that less than One Hundred Thousand Dollars (\$100,000.00) in total is payable to individual Eligible Claimants, the difference between the total amount of awards made by the Administrator and \$100,000 minimum commitment shall be payable to one or more public or not-for-profit organizations in the Tacoma, Washington metropolitan area, pursuant to the procedures outlined in Paragraph 39. However, up to Fifty Thousand Dollars (\$50,000.00) of this \$100,000 minimum commitment may be credited for administrative costs, pursuant to Paragraph 40. Regardless of the total amount of the awards made by the Settlement Fund Administrator or the amount of administrative costs involved, a secured, revolving fund of at least One Hundred Thousand Dollars (\$100,000.00) shall be established and maintained through the time that the claims resolution is finally completed and all claims are paid pursuant to that process.

21. Within thirty (30) days after entry of this Decree, the Larson Group shall establish and maintain a segregated account on its books, as a liability, for the Settlement Fund in accordance with generally accepted accounting principles. The Settlement Fund shall accrue interest, compounded daily, at a rate equal to the thirty (30) day Treasury Bill Rate (or the closest comparable rate thereto) as published in the Wall Street Journal on the date of entry of this

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Decree. The Settlement Fund shall accrue interest beginning thirty (30) days after entry of this Decree and continuing until the date of transfer, as provided for by Paragraphs 38-40 of this Decree, and the interest will be credited to the account at least once per month.

22. The Larson Group shall appoint a Payment Agent for the administration of payments from the Settlement Fund. No later than seven (7) days before such payments are to be made to Eligible Claimants, the Larson Group shall transfer to the Payment Agent for deposit into an account at a commercial bank both the principal of and the interest accrued to the Settlement Fund as of the date of such transfer, in an amount equal to the award of the Settlement Fund Administrator. Such account shall accrue interest at the customary rate for such commercial bank beginning seven (7) days after transfer and continuing until all moneys have been paid out of that account. Only withdrawals authorized by this Decree may be made from the account.

Claims Process and Distribution of Settlement Fund

23. **Settlement Fund Administrator:** The Honorable Judge Robert Peterson, Retired Pierce County Superior Court Judge, has been identified as the person who will serve as the Settlement Fund Administrator responsible for reviewing claims from a pool of Potential Claimants to identify Eligible Claimants entitled to relief under the Settlement Fund. Should Judge Peterson be unavailable to carry out the Settlement Fund Administrator's duties because of a conflict of interest or for any other reason, The Honorable Judge Robert Doran, Retired Thurston County Superior Court Judge or The Honorable Judge James Maddock, Retired Kitsap County Superior Court Judge, will be designated as an alternate Settlement Fund Administrator. The Settlement Fund shall be used solely to make payments to individuals whom the Settlement Fund Administrator determines to be eligible to receive monetary relief in this lawsuit and no persons other than Eligible Claimants shall receive any payments from the Settlement Fund, except as provided in Paragraph 39 and 40.

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24. Subject only to the approval of the Court (as provided for by this Decree), the Settlement Fund Administrator shall be sole determiner of eligibility for relief under this Decree and the amount of monetary relief to be received by any Eligible Claimant under this Decree.

25. **Eligible Claimants.** Eligible Claimants shall include only those claimants who satisfy **each and all** of the following criteria:

- (i) The claimant is of African American descent and was employed by the Larson Group at any of its Tacoma dealerships at any time between June 1, 1997 and the date of entry of this Consent Decree;
- (ii) The Settlement Fund Administrator timely receives from the claimant a completed Claim Form and Release; and
- (iii) The Settlement Fund Administrator receives credible evidence that the individual was (a) subjected to racial discrimination or race-based harassment, (b) constructively discharged as a result of racial discrimination or race-based harassment, and/or (c) retaliated against because he or she opposed racial discrimination or race-based harassment or participated in any proceeding relating to a complaint of racial discrimination, race-based harassment or retaliation.

26. Acting in its discretion and subject only to final approval by the Court as provided for in Paragraphs 34 and 35 of this Decree, the Settlement Fund Administrator shall exclusively determine the eligibility of claimants for relief under this Decree. In making such determinations, the Settlement Fund Administrator may consider whatever evidence the Settlement Fund Administrator deems appropriate, including, but not limited to, evidence compiled by the EEOC or the Human Rights Commission investigation of the charges of discrimination underlying this action, evidence compiled in connection with litigation of this action, and/or evidence in connection with the claims process provided by this Decree. The Settlement Fund Administrator will have discretion to determine if it might be useful with regards to any particular claimant to hear live testimony of witnesses or argument of counsel.

27. Acting in his discretion and subject only to final approval by the Court, the Settlement Fund Administrator shall determine the portion of the Settlement Fund, if any, that will be awarded to each Eligible Claimant. No individual Eligible Claimant shall receive more

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1 than Forty Thousand Dollars (\$40,000.00) in compensatory damages. Where appropriate,
 2 individual punitive damages may be awarded in excess of this \$40,000 cap for compensatory
 3 damages.

4 **Procedures To Determine Eligibility**

5 28. **Potential Claimants:** A list of Potential Claimants, as defined in Paragraph 14
 6 above, will be provided by the Larson Group to the Settlement Fund Administrator and the EEOC
 7 within fourteen (14) days of entry of this Consent Decree. Such list also shall be available at each
 8 of the Larson Group Dealerships, where any employee may request the opportunity to review it.
 9 Any request to review the list shall be directed to the Human Resources Department. Such list
 10 shall be non-exclusive, so that any employee or former employee who wishes to participate in this
 11 settlement and who claims to meet the criteria for participation in the claims process set forth in
 12 this Decree shall be afforded the opportunity to participate.

13 29. **Notification of Settlement/Claims Process.** As soon as practicable after receipt
 14 of the Potential Claimant list, the Settlement Fund Administrator shall mail a Notice of Settlement
 15 (in the form of Exhibit A attached to this Decree) to all Potential Claimants. The Larson Group
 16 shall cooperate in the notification process, including, among other things, providing to the
 17 Settlement Fund Administrator last known addresses and telephone numbers of current and
 18 former African American employees on the Potential Claimant list. All persons who wish to
 19 participate in distribution of the Settlement Fund must complete and return a Claim Form (in the
 20 form of Exhibit B attached to this Decree) to the Settlement Fund Administrator so that it is
 21 postmarked by the close of business forty-five (45) days after the Notices of Settlement are mailed
 22 by the Settlement Fund Administrator. The notice shall specifically state the final postmarked
 23 date which will be accepted.

24 If any Notice of Settlement mailed to a Potential Claimant is returned as undeliverable, the
 25 Settlement Fund Administrator shall attempt to get updated information in an effort to locate such

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1 Claimant, and a second mailing of the Notice of Settlement will be made in such cases. The
 2 second Notice of Settlement shall follow the same procedure as outlined for the first mailing, and
 3 specifically state the final postmarked date which will be accepted for completion and return of a
 4 Claim Form.

5 30. **ANY PERSON WHO HAS NOT COMPLETED AND MAILED A CLAIM**
 6 **FORM BY THE 45 DAY POSTMARK DEADLINE SPECIFIED IN THE NOTICES OF**
 7 **SETTLEMENT SHALL NOT BE ENTITLED TO RECEIVE ANY MONETARY RELIEF**
 8 **UNDER THE CONSENT DECREE, AND SHALL BE DEEMED, WITHOUT FURTHER**
 9 **ACT OR DEED BY ANY PERSON OR THE COURT, TO BE INELIGIBLE FOR AND**
 10 **FOREVER BARRED FROM RECEIVING ANY PAYMENTS UNDER THIS CONSENT**
 11 **DECREE.**

12 31. **The Settlement Fund Administrator Determination of Eligibility and**
 13 **Computation of Claims.** As soon as practicable after the deadline for receipt by the Settlement
 14 Fund Administrator of returned Claim Forms, including the time allowed for response from the
 15 Larson Group,, the Settlement Fund Administrator shall schedule a hearing for each Claimant
 16 who returned a timely Claim Form. The Claimant, and his representative if any, will have the
 17 opportunity to present evidence in addition to the Claim Form relevant to the determination of
 18 eligibility to receive Settlement Fund proceeds. At the conclusion of all of the hearings, the
 19 Settlement Fund Administrator shall also make his determination as to the monetary award, if
 20 any, each Eligible Claimant shall receive. The Settlement Fund Administrator's decision may be
 21 subject to change only if (i) the decision of the Administrator is modified by ^{the Court} ~~The Honorable Judge~~
 22 ~~Bryan~~ pursuant to the appeal process outlined below, and/or (ii) the amount of interest that has
 23 accrued to the Settlement Fund increases between the date on which the Settlement Fund
 24 Administrator renders his determinations pursuant to this paragraph and the date on which the
 25 Settlement Fund is actually distributed to Eligible Claimants. Awards are not to be construed as

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wages, nor will withholdings be made; however the Larson Group shall file a form 1099 with the IRS, a copy of which shall be provided to the Claimant, on any award made under the terms of this decree.

32. **Notification of Eligibility.** As soon as practicable after the completion of all hearings scheduled for Potential Claimants who submitted timely Claim Forms, the Settlement Fund Administrator shall mail to each such person the decision of the Administrator concerning that person's individual claim. Each Eligible Claimant will be informed of his/her right to appeal the Administrator's decision in accordance with the provisions of this Decree and provided with a form to use for the appeal. A specific date by which appeals must be postmarked, which will be within 40 days after the mailing of the decision, will be noted in the decision. The letter also will include a Release of Claims form and inform each Eligible Claimant that if s/he accepts the decision of the Administrator without an appeal, the Release must be signed and returned by a specific identified date. The letter outlining the decision of the Administrator will inform each individual receiving a monetary award that the Larson Group will provide the Claimant with a copy of IRS Form 1099 by January 31st of the year following payment, and that the Claimant is individually responsible for any tax consequences that flow from the settlement award.

33. Claim Forms received by the Settlement Fund Administrator and the responses thereto by the Larson Group shall be treated as confidential.

34. **Appeal Procedure.** Any claimant who wishes to appeal the decision of the Settlement Fund Administrator must do so by the date indicated in the letter informing the Claimant of his decision. Appeals must be in writing and state the basis and specific reasons for the objection to the Administrator's decision. Appeals may be submitted directly to ^{the} ~~the~~ *the* ~~Honorable Judge Bryan~~ *the Court* ~~Clerk~~ *Judge Bryan* at the US Federal Courthouse in Tacoma or in care of the Settlement Fund Administrator, who will then directly refer the matter to *Judge Bryan*. *Under Cause #00-5079* *RAD*

35. As soon as is practicable after receiving an appeals made by any Claimant, the

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1 Court shall render a final determination as to the claim. The Court shall notify, in writing, the
2 Settlement Fund Administrator, the appealing Claimant, and the parties of that final
3 determination, which shall be binding on all.

4 36. **Notification of Final Distribution Amount and Release of Claims.** As soon as
5 practicable after receiving notification of the Court's final determinations following any appeals
6 the Settlement Fund Administrator shall mail to each Eligible Claimant who had filed an appeal a
7 Release of Claims form and letter notifying him or her of the need to submit an executed Release
8 by a specific date.

9 37. **ANY ELIGIBLE CLAIMANT WHOSE EXECUTED RELEASE IS NOT**
10 **POSTMARKED WITHIN THIRTY (30) DAYS (OR THE DATE SPECIFIED BY THE**
11 **ADMINISTRATOR) AFTER THE DATE THE SETTLEMENT FUND**
12 **ADMINISTRATOR MAILED SUCH RELEASE WILL BE INELIGIBLE FOR AND**
13 **FOREVER BARRED FROM RECEIVING ANY MONETARY RELIEF UNDER THIS**
14 **DECREE.**

15 38. **Calculation and Distribution of Final Settlement Amounts.** As soon as
16 practicable after receiving copies of the releases sent by the Eligible Claimants, as provided
17 above, the Settlement Fund Administrator shall notify Larson's Payment Agent the of the net
18 amount to be paid to each Eligible Claimant. At the same time the Settlement Fund Administrator
19 notifies the Payment Agent pursuant to Paragraph 36, the Settlement Fund Administrator shall
20 also provide the original signed releases received from the Eligible Claimants to the Larson Group
21 counsel, with copies to the EEOC.

22 39. The Payment Agent shall draw on the Settlement Fund checks in the amounts
23 calculated by the Settlement Fund Administrator and shall mail such checks to the addresses

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1 provided by the Settlement Fund Administrator for the Eligible Claimants. Simultaneously, the
2 Payment Agent shall send to the EEOC a listing of each payee's name and the check amount. The
3 Payment Agent shall promptly notify the Settlement Fund Administrator in writing of any checks
4 that are returned or are not cashed after a period of thirty (30) days has elapsed from the date on
5 which the settlement checks were mailed by the Payment Agent. The Settlement Fund
6 Administrator may take further steps, as she or he determines necessary, to reach those Eligible
7 Claimants who did not receive and/or deposit their settlement checks. In the event that any
8 portion of the Settlement Fund, including accrued interest, has not been distributed as required by
9 this Decree after a period of three hundred (300) days has elapsed from the date on which the
10 settlement checks were mailed by the Payment Agent, then such remaining amounts from the
11 Settlement Fund shall be paid, subject to such further orders as the Court may deem appropriate,
12 to one or more public or not-for-profit organizations in the Tacoma, Washington metropolitan
13 area whose primary purposes include ensuring employees' interests in a workplace free of
14 discrimination. The EEOC and the Larson Group counsel may make suggestions, but the
15 Settlement Fund Administrator shall determine the organization(s) to receive such funds, and shall
16 so notify EEOC and the Larson Group counsel.

17 40. All costs associated with the distribution of the Settlement Fund to Eligible
18 Claimants shall be paid by the Larson Group, including without limitation, all costs associated
19 with the creation of the Settlement Fund, all costs related to the issuance and mailing of notices,
20 claim forms and checks from the Settlement Fund, and all costs and expenses relating to the
21 Settlement Fund Administrator. Under no circumstances is the Larson Group to use the principal
22 or interest from the Settlement Fund to pay any costs associated with the distribution of the
23 Settlement Fund other than costs relating to the Settlement Fund Administrator as is specified in
24 this paragraph, except, however, that up to Fifty Thousand Dollars (\$50,000) of costs can be

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1 credited against the minimum One Hundred Thousand Dollars \$100,000 the Larson Group is
2 liable for under Paragraph 20.

3 41. All amounts distributed from the Settlement Fund constitute "compensatory
4 damages," under the Civil Rights Act of 1991, 42 U.S.C. §1981a. No payment made pursuant to
5 this Decree shall constitute or be considered to be back-pay.

6 **Non-Monetary Relief**

7 42. The Larson Group affirms the following "Statement of Zero-Tolerance Policy and
8 Equality Objectives":

9 The Robert Larson Automotive Group is firmly committed to
10 developing and maintaining a zero-tolerance policy concerning
11 racial discrimination, race-based harassment and retaliation against
12 individuals who report discrimination or harassment in the
13 company's workplace; to swiftly and firmly investigating any
14 alleged acts of racial discrimination, race-based harassment or
15 retaliation of which the company becomes aware; to implementing
16 a disciplinary system (up to and including discharge if appropriate)
17 that is designed to strongly deter future acts of racial
18 discrimination, race-based harassment or retaliation; to eradicating
19 any vestiges of a work environment that is racially hostile to
20 individuals; and to actively monitoring its workplace in order to
21 ensure tolerance, respect and dignity for all people.

22 This paragraph does not create any contractual causes of action or other rights that would not
23 otherwise exist.

24 **Specific Non-Monetary Relief**

25 43. In order to effectuate the objectives embodied in the Larson Group Statement of
Zero-Tolerance Policy and Equality Objectives and this Decree, the Larson Group shall make
whatever specific modifications are necessary to its existing policies, procedures and practices in
order to ensure that the following policies, procedures and practices are in effect:

(a) **Racial Discrimination and Harassment Policy.** The Larson Group
agrees that it will maintain a racial discrimination and harassment policy, a
copy of which is attached as Exhibit C.

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1 **(b) Complaint Procedures.**

- 2 (i) The Larson Group agrees that it shall institute a complaint
3 procedure to ensure that it is designed to encourage employees to
4 come forward with complaints about violations of its racial
5 discrimination, harassment and retaliation policy.
- 6 (ii) The Larson Group agrees that it shall enable complaining parties to
7 be interviewed by the Larson Group about their complaints in such
8 a manner that permits the complaining party, at such party's
9 election, to remain inconspicuous to all of the employees in such
10 party's work area. The Larson Group agrees that its complaint
11 procedure shall not impose upon individuals seeking to make a
12 complaint alleging racial discrimination, race-based harassment
13 and/or retaliation any requirements that are more burdensome than
14 are imposed upon individuals who make other complaints of
15 comparable gravity.
- 16 (iii) The Larson Group agrees that it shall ensure that its policies and
17 procedures provide that complaint handling and disciplinary
18 procedures regarding all complaints of racial discrimination, race-
19 based harassment and/or retaliation are investigated and addressed
20 promptly. Specifically, the Larson Group agrees that it shall
21 investigate all complaints of racial discrimination, race-based
22 harassment and/or retaliation promptly and to complete
23 investigations within three (3) weeks. The Larson Group will
24 further make best efforts to prepare its written findings of the
25 results of each investigation and the remedial actions proposed

1 within seven (7) days after completion of the investigation, and
2 shall thereupon promptly communicate to the complaining party
3 the results of the investigation and the remedial actions taken or
4 proposed, if any.

5 (iv) The Larson Group agrees that it shall ensure that remedial action,
6 as appropriate, is taken to resolve complaints and to avoid the
7 occurrence of further incidents of racial discrimination, race-based
8 harassment and/or retaliation. The Larson Group specifically
9 agrees that its complaint procedure shall include the power, in the
10 Larson Group's sole discretion, to order, during the pendency of
11 the investigation, the immediate transfer of persons accused of
12 having violated the Larson Group's racial discrimination policy or
13 of persons who claim to have been victims of such violations, as
14 well as the power to order the permanent transfer of employees
15 found to have violated such policy, and, upon the request of the
16 complaining party, shall make best efforts to effect the permanent
17 transfer of any complaining party who is found to have been the
18 victim of a violation of the Larson Group's racial harassment
19 policy. Where possible, transfer will be in line with seniority. The
20 Larson Group further agrees that it shall revise its progressive
21 discipline policy to provide for substantial discipline short of
22 termination -- including, but not limited to, suspensions without
23 pay -- as a possible consequence for violations of its racial
24 harassment policy.

25 (v) The Larson Group agrees that it shall, for the duration of the

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Decree, permit individual complainants to appeal the Larson Group's findings and remedial actions proposed or taken to the "Consent Decree/Complaint Monitor" (as that term is defined herein), in accordance with the procedures set forth in Paragraphs 57 through 64 herein.

(c) **Policies Designed To Promote Supervisor Accountability.**

- (i) The Larson Group agrees that it shall impose substantial discipline -- up to and including termination, suspension without pay or demotion -- upon any supervisor or manager who violates the company's race based anti-harassment policies. The Larson Group shall communicate this policy to all of its supervisors and managers.
- (ii) The Larson Group 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 racial discrimination and harassment policy, and to report any incidents and/or complaints of racial harassment, race-based harassment and/or retaliation of which they become aware to the department charged with handling such complaints.
- (iii) The Larson Group agrees that it will complete its current revision of the supervisor appraisal process to include performance evaluations for the handling of equal employment opportunity ("EEO") issues as an element in supervisor appraisals, and to link such evaluations directly to supervisor salary/bonus structure.
- (iv) The Larson Group agrees that it shall include "commitment to

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1 equal employment opportunity” as a criterion for qualification for
2 supervisory positions.

3 (d) **Racial Harassment Training.**

- 4 (i) The Larson Group agrees that it shall provide mandatory annual
5 racial discrimination and harassment training to all employees,
6 including supervisors; to provide mandatory racial discrimination
7 and harassment training to all new employees during employee
8 orientation; to provide mandatory racial discrimination and
9 harassment training to all senior management officials; and to
10 provide training to all persons charged with the handling of
11 complaints of racial discrimination, race-based harassment and/or
12 retaliation harassment in the workplace, and the techniques for
13 investigating and stopping it. This training shall include issues
14 regarding race discrimination as it may affect employees and/or
15 customers of the Larson Group. The Larson Group understands
16 and agrees that this training, particularly that directed towards
17 senior management officials, may require one-on-one training or
18 educational sessions.
- 19 (ii) The Larson Group agrees that all training required by this Decree
20 shall be conducted by experienced racial discrimination and
21 harassment educators and/or consultants selected by the Consent
22 Decree Monitor identified below. The Larson Group agrees that
23 the training outlined in this Decree shall begin with an initial
24 assessment conducted by the educators and/or consultants
25 identified by the Consent Decree Monitor, and may include a broad

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assessment of the Larson Group's Human Resource function as it interplays with the training issues outlined above. The Larson Group understands that this assessment may result in policy or training recommendations beyond those required by this Decree, and that the Larson Group shall be responsible for all costs associated with any assessment or training growing out of this Decree.

(iii) The Larson Group agrees that it shall require a senior management official to introduce all racial discrimination and harassment training to communicate the Larson Group's commitment to its Statement of Zero-Tolerance Policy and Equality Objectives.

(f) **Consent Decree/Complaint Monitor**. In accordance with Paragraph 44 of this Decree, the Larson Group and EEOC shall agree to the appointment of a Consent Decree/Complaint Monitor who will have broad powers to effectuate the purposes of this Decree and to monitor the Larson Group's investigation and resolution of complaints alleging violations of the Larson Group's racial harassment policy.

Creation and Function of Consent Decree/Complaint Monitor

44. By entry of this Decree, the Larson Group, EEOC, and the Court appoint Michele M. Sales as the Consent Decree/Complaint Monitor (the "Decree Monitor") with the duties and responsibilities as set out within this Decree. This appointment is made pursuant to Fed. R. Civ. P. 53 and in the exercise of the court's general powers and responsibilities over class actions. In performing such responsibilities, the actions of the Decree Monitor will constitute judicial actions of the court and be protected, to the maximum extent allowable by law, by the doctrine of judicial immunity.

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Monitoring the Consent Decree

45. The Larson Group hereby releases, discharges, and forever acquits the Decree Monitor and her affiliated organization, Washington Arbitration and Mediation Services (WAMS), from any and all loss claims or demand of whatsoever nature, at law or in equity, for any and all loss or damage sustained as a result of any of her actions taken in good faith to implement the terms of this Decree.

46. In the event of a claim or suit of any nature brought against the Decree Monitor or WAMS by anyone, including but without limitation, any current, past or future employee of the Larson Group, in which the Decree Monitor or WAMS are named as a respondent/defendant for actions taken in good faith by the Decree Monitor pursuant to her duties as outlined herein and in implementation of the terms of this Decree, the Larson Group agrees to defend, indemnify and hold harmless the Decree Monitor and WAMS from and against all liability and costs, including, but not limited to, any judgment entered, attorneys' fees and expenses incurred by them.

47. The Decree Monitor will oversee the implementation of this Decree.

48. Within two (2) months after his appointment, the Decree Monitor will: (i) evaluate all existing employment policies, procedures and practices that are related to the objectives contained in the Statement of Zero-Tolerance Policy and Equality Objectives and this Decree; and (ii) make recommendations for any changes to such existing policies, procedures and practices that the Decree Monitor believe are necessary or appropriate for achieving the Larson Group's Statement of Zero-Tolerance Policy and Equality Objectives. The Decree Monitor shall report all findings and recommendations to EEOC and the Larson Group.

49. The Larson Group shall implement each recommendation of the Decree Monitor unless, within twenty-one (21) business days after receiving a recommendation, the Larson Group files an objection that the Decree Monitor's recommendation, in whole or in part, involves the application of unsound business judgment or is technically not feasible. The Larson Group

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1 will then have thirty (30) business days within which to try to resolve the objection with the
2 Consent Decree Monitor. If they are unable to do so, the Larson Group shall then have seven (7)
3 business days within which to file an objection with the Court.

4 50. In the event that the Larson Group files with the Court an objection to any of the
5 Decree Monitor's recommendations, EEOC will be permitted to participate, as it determines is
6 appropriate, in the proceedings with the Court.

7 51. Within one (1) year after their appointment, the Decree Monitor shall complete its
8 own review and evaluation of all current employment policies and practices that are related to the
9 Statement of Zero-Tolerance Policy and Workplace Objectives, and shall submit a written report
10 to EEOC, the Larson Group and the Court. It is contemplated that this should be a brief report
11 except to the extent there are specific issues requiring more attention, and shall set forth the
12 following information:

- 13 (i) an assessment of whether the Larson Group has successfully implemented
14 each specific change to its policies and practices Ordered in Paragraph 43
above;
- 15 (ii) for each specific change that has not been successfully implemented, a
16 statement discussing the reason for the Larson Group's failure to
implement such change;
- 17 (iii) an evaluation of the impact of the specific changes made pursuant to this
18 Decree;
- 19 (iv) an assessment of the effectiveness of the Larson Group's policies and
20 practices for achievement of the Larson Group's Statement of Zero-
Tolerance Policy and Equality Objectives;
- 21 (v) recommendations for any changes to existing practices, policies or
22 programs or any additional policies, practices or programs that the Decree
Monitor deem necessary or appropriate for achieving the Larson Group's
Statement of Zero-Tolerance Policy and Equality Objectives and the terms
23 of this Decree; and
- 24 (vi) timetables for implementation and completion of compliance with any of
their recommendations, subject to the terms of this Decree.

25 52. Thereafter, for the duration of the Decree, the Decree Monitor will be responsible

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1 for continuing the review and evaluation of all ongoing employment policies and practices of the
 2 Company relating to the Larson Group Statement of Zero-Tolerance Policy and Equality
 3 Objectives and the terms of this Decree, as well as monitoring the impact and effectiveness of
 4 their recommendations. The Decree Monitor will continue during this time to recommend
 5 revisions or modifications to ongoing employment policies and practices in order to achieve the
 6 Statement of Zero-Tolerance Policy and Equality Objectives and the terms of this Decree. At
 7 the end of each successive year, the Decree Monitor shall submit an annual report to EEOC, the
 8 Larson Group and the Court setting forth the information described in Paragraph 51 herein.

9 53. The Larson Group shall implement each recommendation of the Decree Monitor
 10 except as in accordance with the provisions for making objections set forth in Paragraphs 49 and
 11 50 of this Decree.

12 54. The Larson Group shall cooperate with the Decree Monitor in connection with
 13 their efforts to oversee and monitor the implementation of the non-monetary relief objectives of
 14 the Decree, including providing reasonable access to all relevant documents and other sources of
 15 information, in whatever form they are maintained in the ordinary course of business, necessary
 16 or appropriate to the exercise of their authority. The Decree Monitor shall make best efforts to
 17 minimize the disruption to the workplace during the course of their oversight. Given the need of
 18 each Decree Monitor to review confidential business information of the Larson Group, each
 19 Decree Monitor will sign a confidentiality agreement.

20 55. The Larson Group shall be responsible for the implementation of all non-
 21 monetary relief under the terms of this Decree, except as otherwise provided herein. The Larson
 22 Group shall not be precluded from developing and implementing its own programs as it may find
 23 appropriate. In formulating their determinations and recommendations, the Decree Monitor will
 24 take such programs into account.

25 56. The Larson Group shall compensate the Decree Monitor upon terms negotiated

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1 with the Monitor prior to the time his/her services begin. It is anticipated that the Larson Group
2 shall pay any and all reasonable costs necessary to fulfill the work of the Decree Monitor,
3 including those duties associated with monitoring the Decree, as described above, and
4 monitoring complaints, as described below.

5 **Monitoring of Complaints**

6 57. In addition to the functions and purposes described above, the Decree Monitor
7 shall also have the responsibility for overseeing the investigation of all racial and race-based
8 harassment and related retaliation complaints reported to the Larson Group.

9 58. The Larson Group shall transmit to the Decree Monitor a copy of each such
10 written complaint reported to the Larson Group as soon as practicable and, in any event, no later
11 than the close of two business days after the Larson Group receives any such complaint.

12 59. The Decree Monitor will review the investigation and, where appropriate, may
13 make recommendations to the Larson Group concerning the conduct of the investigation of each
14 such complaint. The Larson Group shall make a good faith best effort to follow any
15 recommendations made by the Decree Monitor concerning the conduct of the investigation. The
16 Decree Monitor may also interview the complaining party, if the Decree Monitor deems it
17 appropriate.

18 60. Upon completion of the investigation, the Larson Group shall promptly prepare
19 and provide the Decree Monitor with a complete copy of any documents related to, or any file
20 made in response to, the complaint or investigation, including information regarding any
21 remedial actions taken or proposed by the Larson Group, and shall also promptly communicate
22 to the complaining party the results of the investigation and the remedial actions taken or
23 proposed, if any, and shall further inform the complaining party of his or her right to appeal the
24 Larson Group finding to the Decree Monitor.

25 61. If, upon receiving and reviewing an appeal from an individual complainant or

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1 upon its own initiative, the Decree Monitor believes that the remedial action proposed by The
 2 Larson Group is inconsistent with the Larson Group Statement of Zero-Tolerance Policy and
 3 Equality Objectives or with the terms of this Decree, the Decree Monitor shall first attempt to
 4 resolve the disagreement with the Larson Group. If the Larson Group and the Decree Monitor
 5 are unable to reach a resolution of their disagreement to the satisfaction of the Decree Monitor,
 6 the Decree Monitor shall inform the complainant of his or her options to pursue the Decree
 7 legally or administratively outside of the Larson Group and the procedures provided by the
 8 Decree.

9 62. Except for communicating as may be necessary with the Larson Group or the
 10 EEOC, the Decree Monitor shall retain all information supplied by the Larson Group relating to
 11 each complaint in strict confidence.

12 63. The Larson Group shall inform all employees of the appointment and function of
 13 the Decree Monitor. As to each individual who files a written complaint to the Larson Group, at
 14 the conclusion of the investigation, the Larson Group shall provide the individual making the
 15 complaint with a written notice informing him/her of the existence and function of the Decree
 16 Monitor. Such notice shall provide the name, telephone number and address at which the Decree
 17 Monitor may be reached, and shall inform the complainant of his/her right to contact the Decree
 18 Monitor and to appeal the Larson Group findings and proposed remedial actions to the Decree
 19 Monitor.

20 64. The work of the Decree/Complaint Monitor shall continue for the full term of this
 21 Decree. In the event that the Decree/Complaint Monitor is unable or unwilling to continue to
 22 serve as Monitor for the full term of the Decree, the parties shall designate a new
 23 Decree/Complaint Monitor, subject to the approval of the Court.

24 Posting of Notice

25 65. Within two (2) weeks after entry of this Decree, the Larson Group shall post a

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1 notice in the form of Exhibit D attached to this Decree in prominent and conspicuous locations in
 2 or near the business offices of each of its dealerships in Tacoma, Washington. The notice shall
 3 remain posted for the duration of this Decree. In the event that the persons and/or departments to
 4 whom individuals should make complaints alleging race discrimination, race-based harassment
 5 and/or retaliation change during the term of the Decree, such that the information contained on
 6 the Notice is no longer accurate, the Larson Group shall immediately prepare a new notice that
 7 contains the correct information. The Larson Group shall thereupon promptly replace the old
 8 notices with the revised notices.

9 66. The Larson Group shall maintain a copy of the Decree in its Human Resources
 10 Department for any employee who wishes to review it.

11 Dispute Resolution

12 67. In the event that either party to this Decree believes that the other party has failed
 13 to comply with any provision(s) of the Decree, the complaining party shall notify the alleged
 14 non-complying party in writing of such non-compliance and afford the alleged non-complying
 15 party ten (10) business days to remedy the non-compliance or satisfy the complaining party that
 16 the alleged non-complying party has complied. If the alleged non-complying party has not
 17 remedied the alleged non-compliance or satisfied the complaining party that it has complied
 18 within ten (10) business days, the complaining party may apply to the Court for appropriate
 19 relief. In the event that, upon the expiration date of this Decree, a dispute is pending pursuant to
 20 this paragraph, then the term of this Decree shall be extended, with respect to the issue in dispute
 21 only, until such time as such dispute is resolved by the Parties or the Court.

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Enforcement of Decree

68. EEOC and the Larson Group will make best efforts to effectuate the terms of this Decree.

69. EEOC, the Larson Group and the Decree Monitor shall each have independent authority to seek the judicial enforcement of any aspect, term or provision of this Decree.

70. Eligible Claimants shall have no independent right to enforce any of the terms of this Decree.

71. The Court will take whatever measures it deems appropriate to effectuate the enforcement of the terms of this Decree.

72. Nothing in this Decree is intended to confer upon any person other than EEOC, the Larson Group and the Decree Monitor the right to seek enforcement of this Consent Decree or of any of the terms contained herein.

Costs

73. The Larson Group agrees to pay all costs associated with its responsibilities in effectuating this Decree, except as is specifically provided otherwise in this Decree.

74. Each Party shall bear its own costs and attorneys' fees associated with this litigation, and neither Party shall seek reimbursement for any outstanding litigation costs.

Other General Provisions

75. **Computation of Time Periods.** In computing any period of time prescribed or allowed by this Decree, unless otherwise stated, such computation shall be made consistent with the Federal Rules of Civil Procedure.

76. **Counterparts.** This Decree may be executed in one or more counterparts, and each executed copy shall be deemed an original which shall be binding upon all parties hereto.

77. **Persons Bound By Decree.** The terms of this Consent Decree are and shall be binding upon the Parties, and upon all of their present and future representatives, agents,

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directors, officers, assigns and successors of the Larson Group.

78. **The Larson Group Not Required to Violate Existing Law.** The Larson Group is not required by this Consent Decree to violate any applicable law, order, ordinance, or regulation as interpreted by controlling judicial authority. This paragraph applies to final decisions of all Federal and State courts and agencies with jurisdiction over the Larson Group and to all court orders naming the Larson Group. In the event of any conflict between federal law and state law, federal law shall govern.

79. **Notices.** Except as is otherwise provided for in this Decree, all notifications, reports and communications to the Parties required under this Decree shall be made in writing and shall be sufficient as hand-delivered or sent by first class mail to the following persons:

For EEOC:

A. Luis Lucero, Jr.
Regional Attorney
EEOC - Seattle District Office
909 First Avenue, Suite 400
Seattle, WA 98104

For The Larson Group:

James Shaker
Attorney at Law
1201 Third Avenue, Suite 3400
Seattle, WA 98101

Any party may change such addresses by written notice to the other parties, setting forth a new address for this purpose. Notwithstanding the provisions for notification contained in this paragraph, the Parties may send each other such notifications, reports and communications by facsimile transmission.

80. **Construction.** The terms of this Decree are the product of joint negotiations and shall not be construed as having been authored by one party rather than another.

81. **Integration.** This Decree constitutes the entire agreement between the Larson Group and EEOC hereto with respect to the matters herein and it supersedes all negotiations, representations, comments, contracts, and writings prior to the date of this Consent Decree.

82. **Communicating Terms of Decree.** The Larson Group agrees that, within two weeks of the entry of this Consent Decree, the Larson Group shall conduct a series of small

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1 group meetings with all employees and management to communicate the basic terms of
2 settlement incorporated into the Decree. The Larson Group agrees that, though not required to
3 communicate Defendants' acceptance of any liability in this matter, the Larson Group will
4 communicate its commitment to its Statement of Zero-Tolerance Policy and Equality Objectives.

5 Agreed to in form and content:

6 EQUAL EMPLOYMENT OPPORTUNITY
7 COMMISSION

8 A. LUIS LUCERO, JR.
Regional Attorney

GWENDOLYN YOUNG REAMS
Associate General Counsel

9 KATHRYN OLSON
Acting Supervisory Trial Attorney

10 BY: A. Luis Lucero Jr.

11 Dated: 1-10-01

12 Seattle District Office
13 909 First Avenue, Suite 400
Seattle, WA 98104
14 Telephone (206) 220-6915
Facsimile (206) 220-6911

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

Attorneys for Plaintiff

16 JOHNSON, GRAFFE, KEAY & MONIZ

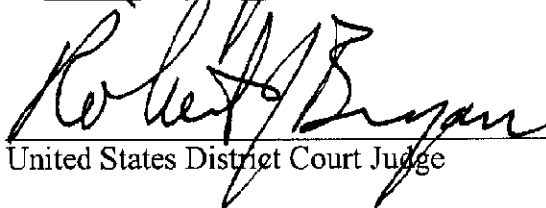
17 BY: [Signature]
18 Dated: 1-18-01

19 CHRISTOPHER W. KEAY
20 CHERYL A. COMER
21 2115 North 30th, Suite 101
Tacoma, WA 98403
22 Telephone (253) 572-5323
Facsimile (253) 572-5413

Attorneys for Defendant

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1 SO ORDERED, ADJUDGED AND DECREED this 24 day of Jan, 2001.

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4 United States District Court Judge
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NOTICE OF SETTLEMENT
EEOC v. Larson Automotive Group,
Civil Action No.C00-5079 RJB (W.D. WA)

ATTENTION: AFRICAN AMERICANS WHO WERE EMPLOYED BY THE LARSON AUTOMOTIVE GROUP AT ANY TIME BETWEEN ~~JANUARY~~ ^{JUNE} 1, 1997 AND [date of entry of Consent Decree].

Settlement has been reached between the Equal Employment Opportunity Commission (EEOC) and the Larson Automotive Group (Larson's), in a lawsuit brought by EEOC in the United States District Court for the Western District of Washington, Civil Action No. C00-5079 RJB. In its lawsuit, the EEOC sought relief on behalf of a class of current and former African American employees who were victims of racial discrimination, harassment and/or retaliation. A Settlement Fund has been established for the benefit of eligible claimants who meet the following criteria:

- (i) The claimant is of African American descent and was employed by the Larson Group at any of its Tacoma dealerships at any time between June 1, 1997 and _____;
- (ii) The Settlement Fund Administrator timely receives from the claimant a completed Claim Form and Release; and
- (iii) The Settlement Fund Administrator receives credible evidence that the individual was (a) subjected to racial discrimination or race-based harassment, (b) constructively discharged as a result of racial discrimination or race-based harassment, and/or (c) retaliated against because he or she opposed racial discrimination or race-based harassment or participated in any proceeding relating to a complaint of racial discrimination, race-based harassment or retaliation.

The Honorable Judge Robert Peterson, Retired Pierce County Superior Court Judge, has been identified as the Settlement Fund Administrator responsible for reviewing claims to identify Eligible Claimants entitled to relief under the Settlement Fund. If you believe you meet the above requirements for participating in the settlement, please carefully read the enclosed Instructions for Completing a Claim Form and complete and submit a Claim Form to The Honorable Robert H. Peterson, Retired Pierce County Superior Court Judge at the following address:

Hon. Robert H. Peterson
JAMS
The Rust Bldg.
950 Pacific Avenue, Ste.500
Tacoma, WA 98402

The Claim Form must be postmarked no later than _____
in order for your claim to be considered.

EXHIBIT A
CONSENT DECREE



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Chicago District Office**

500 West Madison St., Suite 2800
Chicago, IL 60661
PII: (312) 353-2713
TDD: (312) 353-2421
ENFORCEMENT FAX: (312) 886-1168
LEGAL FAX: (312) 353-8555

INSTRUCTIONS FOR COMPLETING CLAIM FORM

**EEOC v. Larson Automotive Group,
Civil Action No.C00-5079 RJB (W.D. WA)**

**IT IS IMPORTANT THAT YOU READ THESE INSTRUCTIONS BEFORE
YOU BEGIN FILLING OUT THIS CLAIM FORM**

The attached Claim Form must be completed if you are making a claim under the terms of the Consent Decree in EEOC v. Larson's, Civil Action No. C00-5079 RJB (W.D. WA). It is important that each question be answered completely. Use additional sheets of paper if necessary. If you use additional sheets of paper, please number your responses to correspond to the questions on the Claim Form. The following instructions provide an explanation of the questions asked on the Claim Form. Please read the entire instruction sheet before beginning to complete the Claim Form.

WHO MUST COMPLETE THIS FORM: Anyone seeking monetary relief in connection with this lawsuit must complete this form.

1-4. Name, address and telephone numbers. Please state your current legal name, as well as any name that you used during your employment with Larson's, and the approximate dates during which you used such other name. Also state your current address, home telephone number and telephone number where you can be reached during the daytime (e.g. work telephone number).

5-6. Dates employed by Larson's, job titles held and dealerships in which worked. Please state the beginning and ending (if you are no longer employed there) date of your employment with Larson's. Also state each different job title that you held during your employment with Larson's and the approximate dates during which you held each specific title, along with noting the dealership in which you worked (e.g., Salesman, Larson Dodge, 1/1/97 - 6/15/98; Sales Manager, Toyota of Tacoma, 6/15/98 - 2/15/99).

7. Do you believe that, during your employment with Larson's, you were the victim of racial discrimination, race-based harassment or retaliation for opposing racial discrimination or participating in any investigation or other proceeding relating to a complaint of racial discrimination, race-based harassment or retaliation? In this lawsuit, EEOC sought relief on behalf of a class of current and former African American employees who were victims of racial discrimination, race-based harassment and/or retaliation. Racial harassment consists of unwelcome verbal or physical conduct of a racial nature which creates an intimidating, hostile or offensive

Claim Form Instructions
page 2

working environment. Title VII also makes it unlawful to retaliate or take reprisal in any way against anyone who has articulated any concern about racial harassment or discrimination, whether that concern relates to harassment or discrimination against the person raising the concern or against some other person. If you believe that what you experienced fits these definitions and descriptions for racial harassment, race-based harassment and/or retaliation, you should circle YES. If not, please circle No.

8. Describe in detail all incidents of race discrimination, racial harassment and/or retaliation that form the basis of your belief. In order to assist EEOC in evaluating your claim, you should describe in as much detail as possible the specific incidents that you believe amounted to racial discrimination, race-based harassment and/or retaliation. You should include dates, names of witnesses or people you told about incidents, and a description of what occurred.

9. Describe how the incidents of race discrimination, racial harassment and/or retaliation affected you. In responding to this question, you should explain how the discrimination, harassment and/or retaliation to which you were subjected made you feel. You should explain how you responded to the harassment and/or retaliation to which you were subjected, and what happened as a result of your response. You should describe whether, and, if so, how the harassment and/or retaliation affected your desire or ability to perform your job. If what you experienced in the workplace had any effect on you outside of the workplace, you should describe that also.

10. Did you seek any medical treatment (including any form of counseling) because of the racial discrimination, race-based harassment and/or retaliation you experienced at Larson's? If so, describe the treatment you received. The extent and duration of any medical treatment or counseling you received due to racial discrimination may be relevant to the assessment of your claims.

11. If you are no longer employed by Larson's, state the reason(s) why you left your employment with Larson's. If the reason you left your employment with Larson's was either resignation or an involuntary termination, you should explain whether (a) the racial discrimination, race-based harassment and/or retaliation to which you had been subjected was a motivating factor in your decision to resign; (b) whether the circumstances surrounding the end of your employment with Larson's in any manner related to your belief that you experienced racial discrimination, race-based harassment and/or retaliation; and/or (c) whether you believe that your termination was in any way related to the racial discrimination, race-based harassment and/or retaliation to which you were subjected at Larson's.

12. Describe all damages incurred by you as a result of the racial discrimination, race-based harassment and/or retaliation you believe you experienced. Title VII permits the recovery of damages for emotional distress. If you believe that you suffered such damages, then describe in your response the reason(s) for that belief.

Claim Form Instructions
page 3

13. Did you make any complaints (whether oral or in writing) about racial discrimination, race-based harassment and/or retaliation to anyone at Larson's or any government agency? If you complained to Larson's (or some other entity) about discrimination, harassment and/or retaliation, Larson's's response may be relevant to the assessment of damages. In order to assist this assessment, please describe in specific detail the circumstances of any such complaint (include any complaint to any government agency) and the company's response.

14. Do you have any documents relating to your claims against Larson's? If so, please attach copies of all those documents to this form. If you have in your possession any documents that are in any way related to your claim, you should submit them along with the Claim Form.

15. Are there any people that can support your claim against Larson's? If so, please provide their names and a brief summary of what you would expect them to say in support. Also, note whether you intend to call any of these individuals as witnesses at the hearing on your claim. If you do call witnesses at the hearing, it is your responsibility to notify the witnesses as to the date and time of the hearing and to ensure their attendance. Failure of a witness to appear at the hearing will not be good cause for a delay of the hearing.

Once the Claim Form is completed and signed, it should be returned to The Honorable Robert H. Peterson, Retired Pierce County Superior Court Judge at the following address:

Hon. Robert H. Peterson
JAMS
The Rust Bldg.
950 Pacific Avenue, Ste.500
Tacoma, WA 98402

The Claim Form must be postmarked no later than _____
in order for your claim to be considered.



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Chicago District Office**

500 West Madison St., Suite 2800
Chicago, IL 60661
PH: (312) 353-2713
TDD: (312) 353-2421
ENFORCEMENT FAX: (312) 886-1168
LEGAL FAX: (312) 353-8555

CLAIM FORM

(form to be used for current and former Larson's employees)

EEOC v Larson Automotive Group,
Civil Action No.C00-5079 RJB (W.D. WA)

**IT IS IMPORTANT THAT YOU READ THE ATTACHED INSTRUCTIONS
BEFORE YOU BEGIN FILLING OUT THIS CLAIM FORM**

1. **Name:** _____
2. **Current Address:** _____

3. **Home Telephone Number:** _____
4. **Daytime Telephone :** _____
5. **Dates of Employment with Larson's:** _____
6. **Job titles held, Dealerships in which you worked, and approximate dates:**

7. **Do you believe that, during your employment at Larson's, you were the victim of racial harassment, racial discrimination or retaliation for opposing**

Claim Form
page 2

racial harassment or discrimination or participating in any investigation or other proceeding relating to a complaint of race discrimination, racial harassment or retaliation?

YES NO (Circle one)

8. **Describe in detail all incidents of race discrimination, racial harassment or retaliation that form the basis of your belief (use additional paper if necessary).**

9. **Describe how the incidents of race discrimination, racial harassment or retaliation affected you.**

10. **Did you seek any medical treatment (including any form of counseling)**

EXHIBIT B PAGE 5
CONSENT DECREE

Claim Form
page 3

because of the race discrimination, racial harassment or retaliation you experienced at Larson's? If so, describe the treatment you received.

- 11. If you are no longer employed by Larson's, state the reason(s) why your employment with Larson's ended.**

- 12. Describe all damages incurred by you as a result of the race discrimination, racial harassment or retaliation you believe you experienced.**

- 13. Did you make any complaints (whether oral or written) about race discrimination, racial harassment or retaliation to anyone at Larson's or any government agency? If so, for each complaint, state the date of the complaint, the person complained to, the nature of the complaint, whether the complaint was in writing and any action taken on the complaint.**

Claim Form
page 3

EXHIBIT B PAGE 6
CONSENT DECREE

14. Do you have any documents related to your claims against Larson's?

YES NO (Circle one)

If yes, please attach copies of all those documents to this form.

15. Are there any people that can support your claim against Larson's? If so, please provide their names and a brief summary of what you would expect them to say in support.

* * * * *

I understand that in the event that I am awarded damages from the Settlement Fund, I will have to execute a release of claims against Larson's in order to receive that award from the Settlement Fund.

I, (print name), declare, under penalty of perjury that all of the information on this form is true and correct.

Claimant

Date

Once this form is completed and signed, it should be returned to The Honorable Robert H. Peterson, Retired Pierce County Superior Court Judge at the following address:

Hon. Robert H. Peterson
JAMS
The Rust Bldg.
950 Pacific Avenue, Ste.500
Tacoma, WA 98402

**The Claim Form must be postmarked no later than _____
in order for your claim to be considered.**

SEXUAL HARASSMENT AND DISCRIMINATION

This dealership is committed to a discrimination-free working environment, including a working environment free of harassment based upon sex, race, national origin, religion, age, marital status, or presence of a disability. Discrimination and harassment based upon membership in one of the protected categories are illegal.

WHAT IS SEXUAL HARASSMENT?

Sexual harassment includes using sexually explicit or degrading words to describe an individual; sexually-explicit jokes; comments about a person's body; questions about a person's sexual activities or a description of your sexual activities; exposing of genitals, buttocks or female breast; leering, sexually-oriented gestures, staring at a person's breasts or crotch, touching another person's body unnecessarily; displaying sexual pictures, writings or devices; and continued requests for a date after a rejection. Since most sexual harassment is by a man towards a woman, a good rule of thumb is:

If you wouldn't want someone in the work place acting or talking to your wife, mother or daughter the way you were about to, DON'T DO IT YOURSELF.

WHAT IS OTHER IMPERMISSIBLE HARASSMENT?

Other impermissible harassment includes words, gestures, stories, jokes or nicknames that are derogatory, demeaning or insulting about a person based upon his/her race, national origin, sex, disability, age, marital status or religion. It includes treating someone less well in opportunities for work, promotion, shifts, overtime or other terms and conditions of employment because of his/her race, national origin, sex, age, religion, marital status or disability. Retaliation against a person for having made a complaint of discrimination or harassment is also illegal.

A person who participates in harassment or discrimination is personally liable for that harassment or discrimination.

ALL DEALERSHIP MANAGERS ARE RESPONSIBLE FOR ENFORCING THE DEALERSHIP'S POLICY AGAINST SEXUAL HARASSMENT AND DISCRIMINATION.

HOW CAN I REPORT HARASSMENT OR DISCRIMINATION?

Report any incident of discrimination or sexual harassment to your manager or any other dealership manager. You are welcome to report it directly to the dealer. We can't stop inappropriate activities unless we know about them. All complaints will be investigated and, if found to have merit, appropriate discipline instituted. The Dealership is committed to insuring that anyone who makes a complaint of sexual harassment or discrimination, whether found to have merit or not, does not suffer any retaliation because of making the complaint.

EXHIBIT C PAGE 1
CONSENT DECREE

REVISED 08/25/00

ACKNOWLEDGMENT RECEIPT

I hereby acknowledge that I have received a copy of the revised edition of the Sexual Harassment and Discrimination policy dated 08/25/00. This policy supersedes any prior dealership Sexual Harassment policy.

I further acknowledge that I have read and understand this policy and will place it in my Employee Handbook.

Employee's Signature

Date Signed

This page to be signed by employee and returned to the Personnel Office.

Larson's Automotive Group, Inc.

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 Larson's Automotive Group ("Larson's") in February 2000 in the Federal District Court for the Western District of Washington at Tacoma. The Consent Decree resolves EEOC's claims of racial harassment against Larson's and enjoins Larson's from certain conduct prohibited by law. Larson's denies the allegations of the EEOC and affirms its commitment to compliance with laws against discrimination.

Federal law and the Consent Decree prohibit racial discrimination and race-based harassment or other discrimination against any individual because of his or her race.

Federal law also prohibits retaliation against any individual by an employer because the individual complains of discrimination, cooperates with any Larson's 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 your supervisor, and the Human Resources Department.

Copies of the Consent Decree may be reviewed through the Human Resources Department.

Employees have the right to bring complaints of racial discrimination 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/breakroom in all Larson dealerships until _____, 200_. This Official Notice shall not be altered, defaced, covered or obstructed by any other material.

CERTIFICATE OF SERVICE

I hereby certify that I served **Consent Decree and Proposed Order** on:

Christopher W. Keay
Cheryl A. Comer
2115 No. 30th, Suite 101
Tacoma, WA 98403

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 January, 2001.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION


Victoria Richardson, Paralegal Specialist

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle District Office
Federal Office Building
909 First Avenue, Suite 400
Seattle, Washington 98104-1061
Telephone (206) 220-6883
Fax (206) 220-6911
TDD (206) 220-6882

CERTIFICATE OF SERVICE