	HONORABLE BARBARA J. ROTHSTEIN			
	ENTERED TAX			
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	S DISTRICT COURT CT OF WASHINGTON FILED LODGED LODGED AN 2 RECENTED			
EQUAL EMPLOYMENT OPPORTUNITY)				
COMMISSION Plaintiff,	CAUSE NO. C99-2105R			
v. U.S. ENGINE, INC.	SETTLEMENT AGREEMENT AND (PROPOSED) ORDER APPROVING SETTLEMENT AGREEMENT AND DISMISSING CASE			
Defendant.))			

- 1. This action originated with a discrimination charge filed on September 9, 1997, by Candace Crow Erickson with the Washington State Human Rights Commission. Erickson alleged that U.S. Engine, Inc. ("U.S. Engine") discriminated against her on the basis of sex, in violation of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 2000e et seq. A copy of the charge is attached to this Settlement Agreement as Exhibit 1.
- 2. The Commission filed this lawsuit on December 29, 1999 in the United States

 District Court for the Western District of Washington. The complaint alleges sexual harassment and retaliation in violation of Title VII of the Civil Rights Act of 1964, as amended.

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

3. The EEOC and U.S. Engine want to conclude all claims arising out of the above charge without expending further resources in contested litigation.

II. NONADMISSION OF LIABILITY AND NONDETERMINATION BY THE COURT

4. This Settlement Agreement is not an admission of wrongdoing or an adjudication or finding on the merits of the case. Defendant US Engine specifically denies any liability for the allegations made by the EEOC in its complaint.

III. SETTLEMENT SCOPE

5. This Settlement Agreement is the final and complete resolution of all Title VII allegations of unlawful employment practices contained in: (1) Erickson's discrimination charge; (2) the EEOC's administrative determination; and (3) the complaint filed herein, including all claims by the parties for attorney fees and costs.

IV. MONETARY RELIEF

6. It is understood that U.S. Engine shall not pay any money to the EEOC or to Erickson pursuant to this Settlement Agreement.

V. NON-MONETARY PROVISIONS

A. General Provisions

- 7. U.S. Engine affirms its commitment to comply with Title VII. To further this commitment, the company shall monitor the affirmative obligations of this Settlement Agreement. The terms of this Settlement Agreement apply to all applicants and employees.
- 8. U.S. Engine will not retaliate against any applicant or employee for opposing a practice deemed unlawful by Title VII or for making a charge, testifying, assisting, or participating in any investigation, proceeding, or hearing associated with this action.
- 9. U.S. Engine, its officers, agents, and employees are hereby enjoined from engaging in personnel practices which unlawfully discriminate against applicants and employees

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in violation of Title VII. In recognition of its obligations under Title VII, U.S. Engine will institute the policies and practices set forth below.

B. <u>Establishment of Policy and Procedures to Prevent Discrimination</u>

10. U.S. Engine will establish a policy against discriminatory employment practices based on sex and retaliation by creating an internal grievance and complaint resolution procedure as outlined below. This policy will be distributed to all present and future employees, both management and non-management, temporary and permanent, beginning 30 days after entry of this decree and continuing for the duration of the decree.

C. Internal Grievance Procedure

- 11. U.S. Engine will maintain an internal grievance procedure for applicants and employees who believe they have been discriminated against. These procedures will also be set forth in the written policy discussed in paragraph 10 above. Consistent with the terms of the grievance procedure:
 - a. The company will investigate employee and applicant complaints of discrimination. The investigation shall include speaking with all relevant witnesses.
 - b. The company shall document the steps taken in the investigation of each complaint, as well as any action taken as a result of the investigation and, if no action is taken, the reasons for not taking corrective action.
 - c. The company shall inform the complainant of the outcome of the investigation.
 - d. Within thirty (30) days after the end of each year for three years following the date of entry of this decree, the company shall mail to EEOC a copy of each complaint of discrimination along with a summary of the resolution of each complaint.

TDD: (206) 220-6882

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- Title VII training annually during this Settlement Agreement's duration, according to the provisions of paragraph 13. The cost of training shall be borne by the company. The company shall submit for EEOC approval an outline of the training 30 days prior to the presentation.
- harassment, and retaliation for complaining about such discrimination under Title VII. The training shall also include U.S. Engine's obligations under this Settlement Agreement. This includes instruction to management on nondiscriminatory terms and conditions of employment. The training will take place within sixty (60) days after entry of this Settlement Agreement and within thirty (30) days after each successive one-year period following the entry of this Settlement Agreement.
- 14. U.S. Engine will retain a record of the training programs (i.e., dates held and persons attended) and will provide copies of the records and training materials to the EEOC within 30 days after the training.
 - E. Expunging Records
- 15. U.S. Engine will not disclose any information or make references to any charge of discrimination or this lawsuit in responding to employment reference requests for information about Candace Crow Erickson.
- 16. U.S. Engine will expunge from the personnel file of Erickson, and any other records where such information is kept by U.S. Engine, any references to a charge of discrimination against U.S. Engine and this lawsuit. If Erickson wishes to do so, U.S. Engine will permit her to review her personnel file within thirty (30) days after the entry of this Settlement Agreement to insure that all such references have been expunged. U.S. Engine will not add any information or references to the personnel file of Erickson, or other records

1	IX. <u>CONCLUSION</u>			
2	22. The provisions of this Settlement Agreement are not binding on the parties until the			
3	authorized representatives of each party sign and the court enters the Settlement Agreement in			
4	the court.			
5	DATED this 22 day of Thrucky, 2001.			
6 7	EQUAL EMPLOYMENT OPPORTUNITY COMMISSION			
8	A. LUIS LUCERO, JR. Regional Attorney GWENDOLYN YOUNG REAMS Associate General Counsel			
10	KATHRYN OLSON Acting Supervisory Trial Attorney			
11	BY: a. Jus Jucero p.			
12	Dated:			
13	Seattle District Office 909 First Avenue, Suite 400 Seattle, Washington 98104 Telephone (206) 220-6915 Office of the General Counsel 1801 "L" Street, N.W. Washington, D.C. 20507			
15	Attorneys for Plaintiff			
16 17 18	JAMES A. GAUTHIER GAUTHIER LAW OFFICES, P.S. 22605 - 97 th Avenue South Kent, Washington 98031-2444 Telephone (253) 913-0412			
20	BY: 1-124-01			
21	Dated: Attorneys for Defendant			
23 24				

ORDER APPROVING SETTLEMENT AGREEMENT

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

DATED this 29 day of James vy , 2001.

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INITED STATES DISTRICT COURT JUDGE

909 First Avenue, Suite 400 Seattle, Washington 98104-1061 Telephone: (206) 220-6883 Facsimile: (206) 220-6911 TDD: (206) 220-6882

WASHINGTON STATE HUMAN RIGHTS COMMISSION COMPLAINT

Complainant:

Candace Crow

Respondent:

U.S. Engine, Inc. 119 Clay Street Auburn, WA 98001

I charge the above-named Respondent with an unfair practice and/or aiding and abetting in the commission of an unfair practice as defined by the Washington State Law Against Discrimination, Chapter 49.60. This complaint arises from discrimination in employment on the basis of sex retaliation..

The following is a summary of my complaint: I was employed by Respondent from October 10, 1996, until I was terminated from my position as Customer Service on April 15, 1997. I believe I have been discriminated against based on my sex (female) and retaliated against for having complained about a discriminatory act.

Ongoing during my employment I have been subjected to sexual harassment by Respondent owner, who has rubbed my shoulders, pinched my upper thigh, slapped me on the buttocks, played with my hair and made unwanted sexual comments. I was afraid to complain for fear of losing my job; however, around March 5, 1997, I objected and Respondent owner terminated me. I was immediately re-hired by Respondent's vice president. However, on my first day back to work Respondent owner asked me "Do you still love me." He invited me to dinner and continued to wink at me and blow kisses. On April 14, 1997, Respondent owner slapped me on the buttocks and would not allow me to go to lunch. My manager allowed me to go to lunch, and Respondent owner then terminated me. I believe I was terminated for having complained about the sexual harassment.

Complainant's Signature

Subscribed and Sworn To, Before Me, This

9 Pay of Lept., 1997.

Notary Public In and For the State of

Washington, Residing at:

I also allege violation of the Civil Rights Act of 1964 and request that this complaint be filed with the U.S. Equal Employment Opportunity Commission.

Case Number: 17 B E S Z - 0 219-97-8

386970738

EXHIBIT A

SETTLEMENT AGREEMENT - EXHIBIT 1 Page 1 of 3

EQUAL EMPLOYMENT PORTUNITY COMMISSION	SON FILING CHARGE
EGGAL ENTLOTMENT PORTUNITY COMMISSION	ow, Candace
	THIS PERSON (check one)
	X CLAIMS TO BE AGGRIEVED
	IS FILING ON BEHALF OF ANOTHER
U S ENGINE INC	DATE OF ALLEGED VIOLATION
119 CLAY ST	Earliest Most Recent
AUBURN, WA 98001	04/15/97 04/15/97
	AUBURN, WA
	EEOC CHARGE NUMBER
	38G970738
	FEPA CHARGE NUMBER
•	17BESZ0219978
NOTICE OF CHARGE OF DISCRIMINATION IN JURISDICTIONS (See attached Information sheet for additiona) Info	WHERE A FEP AGENCY WILL INITIALLY PROCESS
YOU ARE HEREBY NOTIFIED THAT A CHARGE OF EMPLOYMENT DISCRIMINATI	ON UNDER
X Title VII of the Civil Rights Act of 1964	
☐ The Age Discrimination in Employment Act of 1967 (ADEA)	
☐ The Americans with Disabilities Act	
HAS BEEN RECEIVED BY	
L_ The EEOC and sent for initial processing to	(FEP Agency)
X The Washington State Human Rights Command sent to	the EEOC for dual filing purposes
(FEP Agency)	the state ver state (222ing per perce).
While EEOC has jurisdiction (upon the expiration of any deferral requires to investigate this charge, EEOC may refrain from beginning an investigate Agency's final findings and orders. These final findings and orders will own determination as to whether or not reasonable cause exists to believe are true.	tion and await the issuance of the L be given weight by EEOC in making its
You are therefore encouraged to cooperate fully with the Agency. All fact Agency in the course of its proceedings will be considered by the Commission findings and orders. In many instances the Commission will take no furth of an investigation by both the Agency and the Commission. This likelihoowith the Agency.	sion when it reviews the Agency's final er action, thereby avoiding the necessity
As a party to the charge, you may request that EEOC review the final dec Agency. For such a request to be honored, you must notify the Commission receipt of the Agency's final decision and order. If the Agency terminal a final finding and order, you will be contacted further by the Commission the Commission processes the charge, the Recordkeeping and Non-Retain the ADEA as explained in the "EEOC Rules and Regulations" apply.	on in writing within 15 days of your tes its proceedings without issuing ton. Regardless of whether the Agency
For further correspondence on this matter, please use the charge number(s) s	shown.
☐ An Equal Pay Act investigation (29 U.S.C. 206(d)) will be conducted by a Agency's investigation of the charge. ☑ Enclosure: Copy of Charge	the Commission concurrently with the
BASIS OF DISCRIMINATION	
☐ RACE ☐ COLOR ☒ SEX ☐ RELIGION ☐ NAT. ORIGIN ☐ AGE ☐	DISABILITY X RETALIATION COTHER
CIRCUMSTANCES OF ALLEGED VIOLATION	
See enclosed copy of the Charge of Discrimination	on (or EEOC Form 5).
DATE TYPED NAME/TITLE OF AUTHORIZED EEOC OFFICIAL	STRUATURE / //
	Klanese M Beison
09/19/97 Jeanette M. Leino, Director	Marie M Seines
EEOC FORM 131-A (Rev. 06/92)	The second secon

FILE COPY
SETTLEMENT AGREEMENT - EXHIBIT T
Page 2 of 3

EQUA LOYMENT OPPO	ORTUNITY C TAMISSION
Seattle District Office Federal Office Building 909 First Avenue, Suite 400 Seattle, Wa 98104-1061	DATE 09/16/97 EEOC CHARGE 38G970738 FEPA CHARGE 17besz0219978
SUBJECT: CHARGE TRANSMITTAL	
<u>Crow. Candace</u> v. (Charging Party)	U S Engine Inc (Respondent)
Transmitted herewith is a charge of employment dis	crimination initially received by the:
☐ EEOC 38G Washington (Name of FEF	State Human Rights on 09/15/97 (Date of Receipt)
☐ Pursuant to the worksharing agreement, this char	• • •
Pursuant to the worksharing agreement, this char	ge is to be initially investigated by the FEPA.
☐ The worksharing agreement does not determine whi	ch agency is to initially investigate the charge
☐ EEOC requests a waiver ☐	FEPA waives
☐ No waiver requested ☐	FEPA will investigate the charge initially
Please complete the bottom portion of this form to appropriate, to indicate whether the Agency will it is to be appropriate. I signate the property of the property is a signate that the	initially investigate the charge.
Susan Jordan, Exec Director	Susan lordante
	. U S Engine Inc
Crow. Candace (Charging Party)	(Respondent)
To whom it may concern:	
This will acknowledge receipt of the reference to initally investigate the charge	ed charge and indicate this Agency's intention
This will acknowledge receipt of the reference not to initially investigate the charge	ed charge and indicate this Agency's intention
This will acknowledge receipt of the reference investigation by the receiving agency.	ed charge and request a waiver of initial
This will acknowledge receipt of the reference to dismiss/close/not docket the charge for the	ed charge and indicate this agency's intention of following reason:
YPED NAME OF EEOC OR FEPA DIRECTOR SIGNATI	URE
Jeanette M. Leino	
To: Washington State Human Rights 711 South Capitol Way, Suite 40 Po Box 42490	DATE
Olympia, Wa 98504-2490	SETTLEMENT AGREEMENT - EXHIBIT 1

NOTICE TO ALL EMPLOYEES

This notice is being posted pursuant to an agreement with U.S. Engine, Inc. and the Equal Employment Opportunity Commission.

Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment Act of 1967, the Equal Pay Act of 1963, and the Americans with Disabilities Act of 1990 are enforced by the EEOC and require the following:

That there be no discrimination against any employee or applicant for employment because of the employee's race, sex, color, religion, national origin, age (over age 40), or disability with respect to hiring, firing, compensation, or other terms, conditions or privileges of employment. Sexual harassment is a form of sex discrimination, and is also prohibited under Title VII.

It is an unlawful employment practice for an employer to retaliate against any employees or applicants for employment because they have opposed a practice or because they have made a charge, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under these statutes.

U.S. Engine, Inc. has posted this notice because the company supports and will comply with these federal laws in all respects and will not take any retaliatory action against employees because they have exercised their rights under the law.

DATED		
	U.S. Engine, Inc.	

DATED