

1 a finding there was reasonable cause to believe that Cruz's allegations were true and that it had
2 violated Title VII as to Cruz and another pregnant applicant for employment, Pamela Hutcheson.
3 A copy of the Letter of Determination is attached as Exhibit 2.

4 3. The Commission filed this lawsuit on March 19, 1999, in the United States
5 District Court for the Western District of Washington at Tacoma.

6 4. The parties want to conclude the claims arising out of Ms. Cruz's charge, the
7 EEOC's determination, and this action without expending further resources in contested
8 litigation.

9 **II. NONADMISSION OF LIABILITY AND**
10 **NONDETERMINATION BY THE COURT**

11 5. This consent decree is not an adjudication or finding on the merits of this case
12 and shall not be construed as an admission by the defendant of a violation of Title VII.

13 **III. SETTLEMENT SCOPE**

14 6. This consent decree is the final and complete resolution of all allegations of
15 unlawful employment practices contained in Nicole Cruz's discrimination charge, in the
16 EEOC's Letter of Determination, and in the complaint filed in this action, including all claims by
17 the parties for attorney fees and costs.

18 **IV. MONETARY RELIEF**

19 7. In settlement of this suit, the defendant agrees to pay Nicole Cruz \$ 17,365.96
20 and Pamela Hutcheson \$ 19,477.28 in equitable and compensatory damages in settlement and
21 satisfaction of all claims for monetary relief in this action. Defendant agrees to mail a check to
22 the recipients of these funds in the amounts stated above within 10 days of the entry of this
23 consent decree by the court. In return for the checks, Cruz and Hutcheson will release defendant
24 from all claims arising out of this lawsuit. A copy of the release is attached as Exhibit 3.
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V. INJUNCTIVE RELIEF

A. General Provisions

8. The defendant reaffirms its commitment to comply with the provisions of Title VII and all other federal laws against pregnancy discrimination in its employment decisions.

9. The defendant will not retaliate against any current or former employee for testifying, assisting, or participating in any investigation, proceeding, or hearing associated with this action.

10. In recognition of its obligations under Title VII, the defendant will institute the policies and practices set forth below.

B. Establishment of Policy and Procedures to Prevent Discrimination

11. Bon Appetit will implement a written equal employment opportunity policy which sets forth the requirements of federal laws against pregnancy discrimination and specifically those provisions which make pregnancy discrimination unlawful.

12. The policy will include a statement of defendant's commitment to ensuring that the practices and the conduct of its employees will comply with the requirements of federal laws against pregnancy discrimination. It will include a provision stating that those who violate the policy will be subject to appropriate discipline, up to and including termination.

13. The policy will include an internal complaint procedure for employees to report suspected incidents of pregnancy discrimination so that the defendant can investigate and take appropriate action if it determines that any employee has violated its EEO policy.

14. The internal complaint procedure will include the following provisions:

a. A list of the appropriate persons to whom an individual should report allegations of pregnancy discrimination in the workplace.

b. An explanation of how to make a complaint and what an investigation will involve, including informing the affected individuals of the outcome of the

1 investigation.

2 15. The defendant will submit a copy of its policy for the EEOC's review and
3 approval within forty-five days of the date of entry of this decree. Within 30 days of the date of
4 approval by the EEOC, the defendant will redistribute the policy to all present and future
5 employees, both management and non-management.

6 **C. Posting Notice**

7 16. The defendant will post the notice attached as Exhibit 4 to this consent decree.
8 The notice shall be posted on a centrally located bulletin board at Dupont/Intel facility in which
9 Bon Appetit operates where notices to employees are normally posted or where employees will
10 see the notice for the duration of the consent decree. The defendant will also post in the same
11 location a copy of the EEO policy referenced in paragraph 11.

12 **E. Training**

13 17. During the term of this consent decree, the defendant will provide at least six
14 hours of employment discrimination training annually for its managers at the Dupont/Intel
15 facility and EEO officer on topics related to pregnancy discrimination. The first training will
16 take place within sixty days of entry of this consent decree. The second training will take place
17 within sixty days after the one-year period following entry of this consent decree, and the third
18 training will take place within sixty days after the two-year period following entry of this consent
19 decree. The form, content, and number of the training events will be subject to prior review by
20 the EEOC and the cost of training shall be borne by defendant.

21 18. The defendant will provide to the EEOC a list of attendees of the trainings
22 provided pursuant to paragraph 19, an evaluation form filled out and signed by each attendee,
23 and a copy of the training materials and handouts with the reports required in paragraph 19.

24 **F. Reporting**

25 19. Six months after entry of this decree, and every six months thereafter for the

1 term of the decree, the defendant will provide a report to the Commission with the following
2 information. It will provide a summary of the complaints of pregnancy discrimination, if any,
3 filed pursuant to the provisions of its EEO policy as set forth in paragraphs 11-14 during the
4 preceding six-month period. The report will describe the resolution of each complaint.

5 20. The report will also include copies of the attendee lists, evaluations, and
6 materials generated by the training required by paragraphs 17-18.

7 21. The defendant will also include in the report a statement listing the other
8 provisions of this decree that it is required to perform during the preceding period and certifying
9 that it has complied with the terms of the decree. If the defendant has not complied with any
10 term of the decree, the statement will specify the areas of noncompliance, the reason for the
11 noncompliance, and the steps taken to bring the defendant into compliance.

12 **VI. ENFORCEMENT**

13 22. The United States District Court for the Western District of Washington shall
14 retain jurisdiction over this matter for the duration of the decree. If the EEOC concludes that the
15 defendant has breached any of the above provisions, it may bring an action to enforce this
16 consent decree no sooner than thirty days after providing the defendant written notification of the
17 alleged breach. The period following the written notice will be used by the parties for good faith
18 efforts to reach agreement on how to bring the defendant into compliance with the decree.

19 **VII. TERMINATION OF DECREE**

20 23. This decree shall be in effect for three years and 60 days commencing with the
21 date the decree is entered by the court. If the EEOC petitions the court and the court finds the
22 defendant to have violated the terms of this consent decree, it may extend the period of this

23 //

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25 //

1 consent decree and award the Commission its costs in bringing an enforcement action.

2
3 DATED this 8th day of May, 2000.

4
5 Respectfully submitted,

6 A. LUIS LUCERO, JR.
7 Regional Attorney

C. GREGORY STEWART
General Counsel

8 BARBARA J. STANDAL
9 Supervisory Trial Attorney

GWENDOLYN YOUNG REAMS
Associate General Counsel

10 CARMEN FLORES
11 Trial Attorney

12 BY: 

13 EQUAL EMPLOYMENT OPPORTUNITY
14 COMMISSION
15 Seattle District Office
16 909 1st Avenue, Suite 400
17 Seattle, Washington 98104
18 Telephone (206) 220-6892

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

19 Attorneys for Plaintiff

20 Clemens H. Barnes
21 Stephanie R. Alexander
22 Lanc Powell Spears Lubersky LLP
23 1420 Fifth Avenue
24 Suite 4100
25 Seattle, WA 98101
Tel: 206/223-7000

BY: 

Attorneys for Defendant

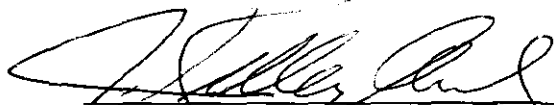
U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle District Office
909 First Avenue, Suite 400
Seattle, Washington 98104-1061
Telephone: (206) 220-6883
Facsimile: (206) 220-6911
TDD: (206) 220-6882

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ORDER

The Court having considered the foregoing stipulated agreement of the parties, IT IS
HEREBY ORDERED THAT the foregoing consent decree be, and the same 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 consent decree approved herein.

DATED this 19 day of May, 2000.


~~FRANKLIN D. BURGESS~~ *J. F. Achenbach*
UNITED STATES DISTRICT JUDGE
MAGISTRATE

*Per consent of parties
28 U.S.C. 636(c)*

CHARGE OF DISCRIMINATION

AGENCY CHARGE NUMBER

FEPA
 EEOC

380980049

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

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

NAME (Indicate Mr., Ms., Mrs.) HOME TELEPHONE (Include Area Code)
Ms. Nicole Clark (253) 476-1401

STREET ADDRESS CITY, STATE AND ZIP CODE DATE OF BIRTH
5906 Hanna Pierce Rd. W. #D, Tacoma, WA 98467 08/10/78

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)
Bon Appetit Management Company Cat D (501 +) (253) 371-1090

STREET ADDRESS CITY, STATE AND ZIP CODE COUNTY
P.O. Box 5050, Dupont, WA 98327-5050 053

NAME TELEPHONE NUMBER (Include Area Code)

STREET ADDRESS CITY, STATE AND ZIP CODE COUNTY

CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es)) DATE DISCRIMINATION TOOK PLACE

RACE COLOR SEX RELIGION NATIONAL ORIGIN
 RETALIATION AGE DISABILITY OTHER (Specify)

EARLIEST LATEST
07/22/97

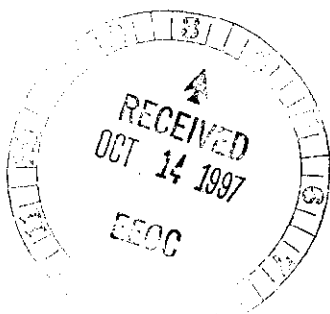
CONTINUING ACTION

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

In July 1997, I applied and was interviewed for employment with Respondent. I had been employed by Respondent's predecessor company.

I was not selected for employment by Respondent.

I believe that I was not selected based on my pregnancy, in violation of Title VII of the Civil Rights Act of 1964, as amended.



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

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

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Day, month, and year)
14 October 1997 *MB*

Date 10-14-97 *Nicole Clark*
Charging Party (Signature)



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Seattle District Office

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

June 15, 1998

Nicole Clark
4340 S. Junett
Tacoma WA 98409

Charge No. 380980049

Charging Party

Bon Appetit Management Company
2730 Sand Hill Rd., Suite 100
Menlo Park CA 94025

Respondent

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.

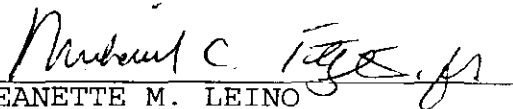
All requirements for coverage have been met. Charging Party alleged that Respondent discriminated against her in violation of Title VII in that she was not hired due to her pregnancy.

During the investigation, all relevant available witnesses were interviewed, and all relevant documents were reviewed. I have considered all the evidence disclosed during the investigation and have determined that there is reasonable cause to believe that the charge is true. Evidence indicates that Pamela Hutcherson, who also applied unsuccessfully for employment, was not hired due to her pregnancy.

Section 706(b) of Title VII requires that if the Commission determines that there is reasonable cause to believe that the charge is true, it shall endeavor to eliminate the alleged unlawful employment practice by informal methods of conference, conciliation, and persuasion. Having determined that there is reasonable cause to believe that Title VII has been violated, the Commission now invites the parties to join with it in a collective effort toward a just resolution of this matter. A representative of this office will be in contact with each party in the near future to begin the conciliation process. Disclosure of information obtained by the Commission during the conciliation process will be made in accordance with Section 706(b) of Title VII and Section 1601.26 of the Commission's procedural regulations. Where the Respondent declines to enter into

settlement discussions, or where the Commission's representative for any other reason is unable to secure a settlement acceptable to the office Director, the parties shall be so informed in writing and advised of the court enforcement alternative available to the Charging Party and the Commission.

On Behalf of the Commission:


JEANETTE M. LEINO
District Director

6/15/98

Enclosure: Information Sheet on Filing Suit in Federal Court

RELEASE AGREEMENT

THIS RELEASE AGREEMENT ("Agreement") is executed by Bon Appetit Management Co., Inc. and Nicole Cruz.

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, the undersigned parties agree as follows:

1. Nicole Cruz, on her own behalf and for her successors and assigns, acknowledges receipt from Bon Appetit Management Co., Inc. of \$17,365.96, understanding it is her responsibility to determine and pay any taxes required by law on that payment to her.

2. Nicole Cruz, on her own behalf and for her successors and assigns, and in accordance with the provisions of the settlement of the lawsuit brought by the Equal Employment Opportunity Commission against Bon Appetit Management Co., Inc. hereby forever releases, acquits and discharges the latter and their directors, officers, agents, employees, successors, and assigns, from any and all claims, actions, causes of action, rights, or damages which she may have on behalf of herself or others, known or hereafter discovered by her, arising from the claims and allegations of discrimination contained in Charge Number 380980049, the events leading or related thereto, the Letter of Determination issued by the Equal Employment Opportunity Commission as a result of that charge, and the Commission's resulting lawsuit.

3. Nicole Cruz understands that she has the right to consult an attorney of her choice and, knowing and understanding so, as her own act, she voluntarily accepts the above total gross amount of \$17,365.96 as full settlement of the above claims and allegations without duress, coercion, or undue influence.

IN WITNESS WHEREOF, the parties have signed and executed this agreement this _____ of _____, 2000.

Bon Appetit Management Co., Inc.

BY: _____

Nicole Cruz

TITLE: _____

RELEASE AGREEMENT

THIS RELEASE AGREEMENT ("Agreement") is executed by Bon Appetit Management Co., Inc. and Pamela Hutcheson.

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, the undersigned parties agree as follows:

1. Pamela Hutcheson, on her own behalf and for her successors and assigns, acknowledges receipt from Bon Appetit Management Co., Inc. of \$19,477.28, understanding it is her responsibility to determine and pay any taxes required by law on that payment to her.

2. Pamela Hutcheson, on her own behalf and for her successors and assigns, and in accordance with the provisions of the settlement of the lawsuit brought by the Equal Employment Opportunity Commission against Bon Appetit Management Co., Inc. hereby forever releases, acquits and discharges the latter and their directors, officers, agents, employees, successors, and assigns, from any and all claims, actions, causes of action, rights, or damages which she may have on behalf of herself or others, known or hereafter discovered by her, arising from the claims and allegations of discrimination contained in Charge Number 380980049, the events leading or related thereto, the Letter of Determination issued by the Equal Employment Opportunity Commission as a result of that charge, and the Commission's resulting lawsuit.

3. Pamela Hutcheson understands that she has the right to consult an attorney of her choice and, knowing and understanding so, as her own act, she voluntarily accepts the above total gross amount of \$19,477.28 as full settlement of the above claims and allegations without duress, coercion, or undue influence.

IN WITNESS WHEREOF, the parties have signed and executed this agreement this _____ of _____, 2000.

Bon Appetit Management Co., Inc.

BY: _____

Pamela Hutcheson

TITLE: _____

NOTICE TO ALL EMPLOYEES

This Notice is being posted pursuant to an agreement between Bon Appetit Management Co., Inc. and the Equal Employment Opportunity Commission, which enforces the Pregnancy Discrimination Act.

The Pregnancy Act specifically sets out that:

Discrimination on the basis of pregnancy, childbirth or related medical conditions constitutes unlawful sex discrimination under Title VII. Women affected by pregnancy or related conditions must be treated in the same manner as other applicants or employees with similar abilities or limitations.

An employer cannot refuse to hire a woman because of her pregnancy-related condition as long as she is able to perform the major functions of her job. An employer cannot refuse to hire her because of its prejudices against pregnant workers or the prejudices of co-workers, clients or customers.

Bon Appetit Management Co., Inc. is instituting a training program to train its managers regarding the provisions of the Pregnancy Discrimination Act.

This Notice is being posted because Bon Appetit Management Co., Inc. supports and will comply with the Pregnancy Act in all respects.

DATED _____

BON APPETIT MANAGEMENT CO., INC.

By _____
Title _____

EXHIBIT 4

CERTIFICATE OF SERVICE

I hereby certify that I served **CONSENT DECREE AND ORDER DISMISSING ACTION** to the party(s) listed below:

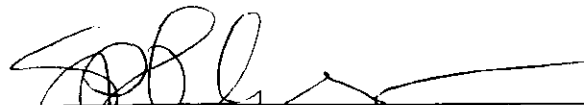
Clemens H. Barnes
LANE POWELL SPEARS LUBERSKY LLP
1420 Fifth Avenue Suite 4100
Seattle, WA 98101

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 16th Date of May, 2000.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION


S. P. Khymnes
Legal Technician