


THE HONORABLE MARSHA J PECHMAN

ORIGINAL

UNITED STATES DISTRICT COURT FILED ENTERED
WESTERN DISTRICT OF WASHINGTON LODGED RECEIVED
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BY  DEPUTY
U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

Plaintiff,)

LISA CORRICELLO)

Plaintiff-Intervenor,)

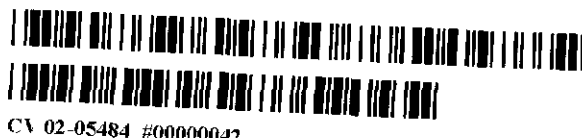
v)

WILDTANGENT, INC)

Defendant)

CASE NO C02-5484(FDB)P

SETTLEMENT AGREEMENT



CV 02-05484 #00000042

I. INTRODUCTION

1 This action originated with a charge of discrimination Lisa Corricello filed
2 with the Equal Employment Opportunity Commission ("EEOC") The charge alleged that the
3 defendant, WildTangent, Inc ("WildTangent"), engaged in unlawful employment practices at its
4 Redmond, Washington office in violation of § 704(a) of Title VII, 42 U S C § 2000e-3(a), by
5 subjecting her to retaliatory termination

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

1 **V. INJUNCTIVE RELIEF**

2 **A. General Provisions**

3 8 The defendant reaffirms its commitment to comply with the provisions of Title
4 VII and all other federal laws against discrimination in its employment decisions. In furtherance
5 of this commitment, it will monitor the affirmative obligations of this settlement agreement

6 9 The defendant will not retaliate against any current or former employee for
7 opposing any practice made unlawful by Title VII. Nor will the defendant retaliate against any
8 current or former employee for making a charge or for testifying, assisting, or participating in any
9 investigation or proceeding associated with this action.

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

12 **B. Establishment of Policy and Procedures to Prevent Discrimination**

13 11 Defendant maintains a written equal employment opportunity policy which sets
14 forth the requirements of federal laws against employment discrimination and specifically those
15 provisions which make retaliation discrimination unlawful

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

20 13 The policy includes an internal complaint procedure for employees to report
21 suspected incidents of discrimination so that the defendant can investigate and take appropriate
22 action if it determines that any employee has violated its EEO policy

23 14 The internal complaint procedure includes the following provisions

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

1 b An explanation of how to make a complaint and what an investigation
2 will involve, including informing the affected individuals that an investigation was conducted
3 and is completed Defendant recognizes that in most cases, it is appropriate to share details as to
4 the outcome of the investigation with those affected

5 15 The defendant has provided a copy of its policy and procedures for the EEOC's
6 review The defendant has distributed the policy to all present employees and will distribute it to
7 all future employees, both management and non-management

8 **C. Posting Notice**

9 16 The defendant will post the notice attached as Exhibit 1 to this settlement
10 agreement The notice shall be posted on centrally located bulletin boards in defendant's
11 Redmond, Washington office where notices to employees are normally posted or where
12 employees will see the notice for the duration of the settlement agreement The defendant has
13 posted in the same locations a copy of the EEO policy referenced in paragraph 11

14 **D. Disclosure of Information**

15 17 Defendant will not disclose any information or make references to any charge
16 of discrimination or this lawsuit in responding to employment reference requests for information
17 about Ms Corricello

18 18 Defendant warrants that there are no references to a charge of discrimination
19 against defendant and this lawsuit in Ms Corricello's personnel file If Ms Corricello wishes to
20 do so, defendant will permit her to review her personnel file within thirty (30) days after the entry
21 of this settlement agreement to insure that no such references exist Defendant will not add any
22 information or references to Ms Corricello's personnel file or records regarding her charge of
23 discrimination and this lawsuit after such references in the future

24 //

25 //

1 **VII. TERMINATION OF DECREE**

2 23 This settlement agreement shall be in effect for (4) four years commencing
3 with the date the decree is entered by the court. If the EEOC petitions the court and the court
4 finds the defendant to have violated the terms of this settlement agreement, it may extend the
5 period of this settlement agreement and award the Commission its costs in bringing an
6 enforcement action

7 DATED this 23rd day of April, 2003

8 Respectfully submitted,

9 A LUIS LUCERO, JR
10 KATHRYN OLSON
11 TERI HEALY
12 EQUAL EMPLOYMENT OPPORTUNITY
13 COMMISSION
14 909 1st Avenue, Suite 400
15 Seattle, Washington 98104
16 Telephone (206) 220-6916

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14 BY A. Luis Lucero Jr
15 _____
16 Attorneys for Plaintiff

16 STEPHEN A TELLER
17 Attorney At Law
18 710 Second Avenue, Suite 700
19 Seattle, WA 98104
20 Telephone (206) 324-8969

19 BY _____
20 _____
21 Attorney for Plaintiff Intervenor

21 CAROLYN CAIRNS
22 STOKES LAWRENCE, P S.
23 800 Fifth Avenue, Suite 4000
24 Seattle, WA 98104-3179
25 Telephone (206) 626-6000

24 BY _____
25 _____
Attorneys for Defendant

VII. TERMINATION OF DECREE

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DATED this _____ day of _____, 2003.

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TDD: (206) 220-6982

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DATED this _____ day of _____, 2003.

Respectfully submitted,

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NOTICE TO ALL EMPLOYEES

This notice is being posted pursuant to an agreement between WildTangent, 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

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

WildTangent, Inc has instituted a training program to train managers regarding both the requirements of the above statutes and WildTangent's Anti-Discrimination and Anti-Harassment Policy

WildTangent, 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 _____

WILDTANGENT, INC

EXHIBIT 1

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that I served **Settlement Agreement** on

3 Carolyn Cairns
4 Stokes Lawrence, P S
5 800 5th Ave , Ste 4000
6 Seattle, WA 98104-3179

7 Attorneys for Defendant

8 Stephen Teller, Esq
9 1511 Thrd Ave , Ste. 321
10 Seattle, WA 98101

11 Attorneys for Plaintiff-Intervenor

12 by the following indicated method or methods

- 13 by **mailing** a copy thereof in a sealed, first-class postage-paid envelope,
14 addressed to the attorney(s) listed above, and deposited with the United
15 States Postal Service at Seattle, Washington, on the date set forth below

16 DATED this 23rd day of April, 2003

17 EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

18 *Victoria Richardson*

19 VICTORIA RICHARDSON
20 Paralegal