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12 13 COMMISSION,

LISA CORRICELLO

WILDTANGENT, INC

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THE HONORABLE MARSHA J PECHMAN

ORIGINAL

UNITED STATES DISTRICT COURT— WESTERN DISTRICT OF WASHINGTON AT SEATTLE

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APR 23 2003

VI SEATTLE
U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
DEPUTY

CASE NO C02-5484(FDB)P

SETTLEMENT AGREEMENT

CV 02-05484 #00000042

I. <u>INTRODUCTION</u>

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

EOUAL EMPLOYMENT OPPORTUNITY)

Plaintiff-Intervenor,

Plaintiff,

Defendant

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- The EEOC sent the defendant a Letter of Determination with a finding there was reasonable cause to believe that Ms. Corricello's allegations were true
- The Commission filed this lawsuit on September 11, 2002, in the United States

 District Court for the Western District of Washington at Seattle Ms Corricello intervened in
 this matter on October 14, 2002
- 4. The parties want to conclude the claims arising out of Ms Corricello's charge, the EEOC's determination, and this action without expending further resources in contested litigation

II. NONADMISSION OF LIABILITY AND NONDETERMINATION BY THE COURT

5 This settlement agreement is not an adjudication or finding on the merits of this case and shall not be construed as an admission by the defendant of a violation of Title VII Defendant denies it violated Title VII

III. SETTLEMENT SCOPE

This settlement agreement is the final and complete resolution of all allegations of unlawful employment practices contained in Lisa Corricello's discrimination charge, in the EEOC's Letter of Determination, and in the EEOC's and Lisa Corricello's complaints filed in this action, including all claims by the parties for attorney fees and costs

IV. MONETARY RELIEF

7. In consideration for the settlement and dismissal of this lawsuit, WildTangent agrees to pay Lisa Corricello \$25,000 00, an undisclosed amount of general damages and medical specials, and attorneys fees and costs, less legally required withholdings. Payment of these funds will be made through Ms. Corricello's counsel

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A. General Provisions

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

- The defendant will not retaliate against any current or former employee for opposing any practice made unlawful by Title VII Nor will the defendant retaliate against any current or former employee for making a charge or for testifying, assisting, or participating in any investigation or proceeding associated with this action.
- In recognition of its obligations under Title VII, the defendant will monitor the policies and practices set forth below

B. Establishment of Policy and Procedures to Prevent Discrimination

- Defendant maintains a written equal employment opportunity policy which sets forth the requirements of federal laws against employment discrimination and specifically those provisions which make retaliation discrimination unlawful
- 12. The policy includes 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 employment discrimination. It includes a provision stating that those who violate the policy will be subject to appropriate discipline, up to and including termination.
- The policy includes an internal complaint procedure for employees to report suspected incidents of 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 includes the following provisions
- a A list of the appropriate persons to whom an individual should report allegations of discrimination in the workplace

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

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

C. Posting Notice

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

D. <u>Disclosure of Information</u>

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

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TDD (206) 220-6882

During the term of this settlement agreement, WildTangent will provide at least two hours of employment discrimination training annually for its managers in Redmond, Washington office, specifically including topics related to retaliation. The first training will take place within sixty days of entry of this settlement agreement and each successive annual training within one year thereafter. The form and content of the training events will be subject to prior review, though not approval, by the EEOC and the cost of training shall be borne by defendant

The defendant will provide to the EEOC a list of attendees of the training provided pursuant to paragraph 19 and handouts sixty days after the first training, and sixty days after each subsequent training for the term of the settlement agreement

F. Reporting

Defendant will maintain a summary of any complaints of employment discrimination alleging conduct constituting a violation of laws against discrimination on the basis of sex discrimination or retaliation for a period of three years after a complaint is lodged, for the duration of this settlement agreement. Should the EEOC seek copies of such information pursuant to a charge of discrimination filed with the Commission, WildTangent will voluntarily provide the information.

VI. <u>ENFORCEMENT</u>

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

TDD (206) 220-6882

Respectfully submitted,

A LUIS LUCERO, JR KATHRYN OLSON

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STEPHEN A TELLER

710 Second Avenue, Suite 700

Telephone (206) 324-8969

Attorney At Law

Seattle, WA 98104

EQUAL EMPLOYMENT OPPORTUNITY

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COMMISSION

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

DATED this 23rd day of April, 2003

GWENDOLYN REAMS, Associate General Counsel

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

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

Attorneys for Plaintiff

Auomeys for Plaintin

Attorney for Plaintiff Intervenor

CAROLYN CAIRNS STOKES LAWRENCE, P S.

800 Fifth Avenue, Suite 4000 Seattle, WA 98104-3179

Telephone (206) 626-6000

Attorneys for Defendant

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VII. TERMINATION OF DECREE				
23. This settlement	agreement sh	all be in effect for (4) four years commencing		
with the date the decree is entered by the court. If the EEOC petitions the court and the court				
finds the defendant to have violated the terms of this settlement agreement, it may extend the				
period of this settlement agreement and award the Commission its costs in bringing an				
enforcement action.				
DATED this	day of	, 2003.		
Respectfully submitted,				
A. LUIS LUCERO, JR. KATHRYN OLSON TERI HEALY		GWENDOLYN REAMS, Associate General Counsel EQUAL EMPLOYMENT OPPORTUNITY		
EQUAL EMPLOYMENT OPPOR	KI UMIT I	COMMISSION		
909 1st Avenue, Suite 400 Seattle, Washington 98104		Office of the General Counsel 1801 "L" Street, N.W.		
Telephone (206) 220-6916		Washington, D.C. 20507		
BY:		·		
Attorneys for Plaintiff				
STEPHEN A. TELLER Attorney At Law 710 Second Avenue, Suite 700 Seattle, WA 98104 Telephone (206) 324-8969 BY:	Cer			
Attorney for Plaintiff Intervenor				
CAROLYN CAIRNS STOKES LAWRENCE, P.S. 800 Fifth Avenue, Suite 4000 Seattle, WA 98104-3179 Telephone (206) 626-6000				
BY				

Attorneys for Defendant

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
South District Office
909 First Austra, Subs 400
Seath, Washington 91104-1001

VII. TERMINATION OF DECREE

1	VII. <u>TERMINATION OF DECREE</u>			
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6	enforcement action.			
7	DATED this day of, 2003.			
8				
9	Respectfully submitted,			
1	A. LUIS LUCERO, JR. GWENDOLYN REAMS, KATHRYN OLSON Associate General Counsel TERI HEALY			
11	EQUAL EMPLOYMENT OPPORTUNITY EQUAL EMPLOYMENT OPPORTUNITY COMMISSION			
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13	Scattle, Washington 98104 1801 "L" Street, N.W. Telephone (206) 220-6916 Washington, D.C. 20507			
14	BY:			
15	Attorneys for Plaintiff			
16	STEPHEN A. TELLER			
17	Attorney At Law 710 Second Avenue, Suite 700			
18	Seattle, WA 98104 Telephone (206) 324-8969			
19	BY:			
20	Attorney for Plaintiff Intervenor			
21	CAROLYN CAIRNS			
22	STOKES LAWRENCE, P.S. 800 Fifth Avenue, Suite 4000			
23	Seattle, WA 98104-3179 Telephone (206) 626-6000			
24	BY			
25	Attorneys for Defendant			
	u.s. equal employment opportunity commission			

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Seuttle District Office Septice District Cutice 909 First Avenue, Sant 400 Seattle, Washington, 98104-1061 Talephone: (200) 220-4831 Facunite: (200) 220-4911 TOD: (200) 220-482

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	

CERTIFICATE OF SERVICE

I hereby certify that I served Settlement Agreement on

Carolyn Carms Stokes Lawrence, P S 800 5th Ave, Ste 4000 Seattle, WA 98104-3179

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Attorneys for Defendant

Stephen Teller, Esq 1511 Third Ave, Ste. 321 Seattle, WA 98101

Attorneys for Plaintiff-Intervenor

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

DATED this <u>a3rd</u> day of <u>Upril</u>, 2003

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

VICTORIA RICHARDSON

Paralegal

2324

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