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OCT 22 2001
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON AT TACOMA
DEPUTY

HONORABLE ROBERT J. BRYAN

ORIGINAL

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

FILED
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OCT 16 2001 MR
AT SEATTLE
CLERK U.S. DISTRICT COURT
BY WESTERN DISTRICT OF WASHINGTON DEPUTY

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

Plaintiff,)

v.)

HANSON MOTORS, INC., dba)
HANSON VOLKSWAGEN, INC.,)

Defendants.)

HANSON MOTORS, INC.,)
dba HANSON VOLKSWAGEN, INC.,)

Third-Party Plaintiff,)

v.)

MARY ANNE BYRNE, TREVA D. DILLS, and)
SIEGRID SIEFFERT, Personal Representative)
of the ESTATE OF HEIDI MARI,)

Third-Party Defendants.)

MARY ANN BYRNE, TREVA DILLS, ESTATE)
OF HEIDI M. MARI,)

Plaintiffs in Intervention)

v.)

HANSON VOLKSWAGEN INC., and)
THOMAS LOUKS and JANE DOE LOUKS,)

Defendants/Third-Party Defendants.)

NO. C00-5503RJB

CONSENT DECREE

AND ORDER OF DISMISSAL

1 INTRODUCTION

2 1. This action originated with discrimination charges filed by Mary Anne
3 Byrne, Treva Dills, and Heidi M. Mari (Estate of) with the Equal Employment
4 Opportunity Commission. Byrne, Dills, and Mari alleged Hanson Motors, Inc. d/b/a
5 Hanson Volkswagen, Inc. ("Hanson Motors") discriminated against them on the bases
6 of sex and retaliation, in violation of Title VII of the Civil Rights Act of 1964, as amended
7 ("Title VII"), 42 U.S.C. § 2000e et seq.

8 2. The EEOC sent Hanson Motors Letters of Determination with findings of
9 reasonable cause that Hanson Motors had violated Title VII.

10 3. The Commission filed this lawsuit on September 1, 2000 in the United
11 States District Court for the Western District of Washington at Tacoma. The complaint
12 alleges sexual harassment, retaliation, and constructive discharge.

13 4. The EEOC and Hanson Motors want to conclude all claims arising out of
14 the above charge without expending further resources in contested litigation.

15 NON-ADMISSION OF LIABILITY AND NON-DETERMINATION BY THE COURT

16 5. This consent decree is not an admission of wrongdoing or an adjudication
17 or finding on the merits of the case.

18 SETTLEMENT SCOPE

19 6. This consent decree is the final and complete resolution of all Title VII
20 allegations of unlawful employment practices contained in: (1) Mary Anne Byrne's,
21 Treva Dills's, and the Estate of Heidi Mari's discrimination charges (2) the EEOC's
22 administrative determination and (3) the complaint filed herein, including all claims by
23 the parties for attorney fees and costs.

1 MONETARY RELIEF

2 7. In settlement of the EEOC's claims in this lawsuit, Hanson Motors agrees
3 to pay Byrne, Dills, and the Estate of Mari the total sum of \$670,000.000, less
4 applicable withholdings required by law. Hanson Motors agrees to mail a check to the
5 respective counsel for the charging parties in the agreed amounts within seven (7)
6 business days of the date of entry of this consent decree. After receiving the check,
7 Byrne, Dills, and the Estate of Mari shall release Hanson Motors from all claims arising
8 out of this lawsuit.

9 INJUNCTIVE RELIEF

10 General Provisions

11 8. Hanson Motors reaffirms its commitment to comply with Title VII. To
12 further this commitment, the company shall monitor the affirmative obligations of this
13 consent decree. The terms of this consent decree apply to all applicants and
14 employees.

15 9. The company will not retaliate against any applicant or employee for
16 opposing a practice deemed unlawful by Title VII or for making a charge, testifying,
17 assisting, or participating in any investigation, proceeding, or hearing associated with
18 this action.

19 10. Hanson Motors, its officers, agents, and employees are hereby enjoined
20 from engaging in personnel practices which unlawfully discriminate against applicants
21 and employees in violation of Title VII. In recognition of its obligations under Title VII,
22 Hanson Motors will institute the policies and practices set forth below.

23 Establishment of Policy and Procedures to Prevent Discrimination

24 11. Hanson Motors will improve and strengthen its existing policies against
25 discriminatory employment practices based on sex and retaliation by creating an

1 internal grievance and complaint resolution procedure as outlined below. This policy
2 will be distributed to all present and future employees, both management and non-
3 management, temporary and permanent, beginning 45 days after entry of this decree
4 and continuing for the duration of the decree.

5 12. Hanson Motors affirms the following "Statement of Zero-Tolerance Policy
6 and Workplace Objectives":

7 Hanson Motors, Inc., is firmly committed to developing and
8 maintaining a zero-tolerance policy concerning sex discrimination,
9 sexually-based harassment and retaliation against individuals who
10 report discrimination or harassment in the company's workplace; to
11 swiftly and firmly responding to any acts of sex discrimination,
12 sexually-based harassment or retaliation of which the company
13 becomes aware; to implementing a disciplinary system that is
14 designed to strongly deter future acts of sex discrimination,
15 sexually-based harassment or retaliation; to eradicating any
16 vestiges of a work environment that is sexually hostile to
17 individuals; and to actively monitoring its workplace in order to
18 ensure tolerance, respect and dignity for all people.

13 Expunging Records

14 13. Defendant will not disclose any information or make references to any
15 charges of discrimination or this lawsuit in responding to employment reference
16 requests for information about Mary Anne Byrne and Treva Dills. In response to any
17 inquiries regarding Ms. Byrne and Ms. Dills, defendant shall provide a neutral
18 employment reference to include dates of employment, and that Ms. Byrne and Ms. Dill
19 are eligible for rehire with defendant.

20 14. Defendant will expunge from Mary Anne Byrne and Treva Dills's
21 personnel files, any references to a charge of discrimination against defendant and this
22 lawsuit. Defendant will not add any information or references to Ms. Byrne's or Ms.
23 Dills's personnel files or records regarding their charge of discrimination and this lawsuit
24 after such references have been expunged. Files containing information about Ms.
25

1 Byrne and Ms. Dills that have been developed during the subject litigation will be
2 maintained at the offices of defendant's counsel, Gordon, Thomas, Honeywell,
3 Malanca, Peterson & Daheim. Defendant will make Ms. Byrne's and Ms. Dills's
4 personnel files available for inspection by counsel for Ms. Byrne and Ms. Dills either at
5 Hanson Motors or at the Offices of Gordon Thomas Honeywell, Malanca, Peterson &
6 Daheim.

7 Specific Non-Monetary Relief

8 15. In further settlement of the EEOC's claims in this lawsuit, Hanson Motors
9 agrees that neither it nor any of its officers, directors, employees or agents will
10 participate or engage in any surveillance activities of Mary Anne Byrne, or her family,
11 Treva Dills, or her family or Heidi Mari's family or hire, employ or direct Jim Flint or
12 anyone else to engage in any surveillance activities of Mary Anne Byrne, or her family,
13 Treva Dills, or her family or Heidi Mari's family. Hanson Motors, its officers, directors,
14 employees, agents, and Steven W. Hanson, individually, specifically reserve the right to
15 undertake an investigation of any future claims pursued against any of them by any of
16 the plaintiffs in this matter. Any such investigation will be undertaken in accord with
17 applicable laws and in accord with the claim, or potential claim, instituted.

18 16. In order to effectuate the objectives embodied in Hanson Motors's
19 Statement of Zero-Tolerance Policy and Workplace Objectives and this Decree,
20 Hanson Motors shall make whatever specific modifications are necessary to its existing
21 policies, procedures and practices in order to ensure that the following policies,
22 procedures and practices are in effect:

- 23 (a) Sex Discrimination and Harassment Policy. Hanson Motors agrees
24 that it shall revise its sex discrimination and harassment policy, as
25 necessary, in order to:

- 1 (i) provide clear definitions and examples of prohibited sex
2 discrimination, sexually-based harassment, and retaliation;
3 (ii) provide for substantial and progressive discipline for
4 incidents of sex discrimination, sexually-based harassment,
5 and/or retaliation;
6 (iii) provide that complaints of sex discrimination, sexually-based
7 harassment and/or retaliation will be accepted by Hanson
8 Motors in writing and orally;
9 (iv) provide a timetable for reporting a complaint, for
10 commencing an investigation after a complaint is made or
11 received and for remedial action to be taken upon
12 conclusion of an investigation; and
13 (v) indicate that, promptly upon the conclusion of its
14 investigation of a complaint, Hanson Motors will
15 communicate to the complaining party the results of the
16 investigation and the remedial actions taken or proposed, if
17 any.

18 (b) Complaint Procedures.

- 19 (i) Hanson Motors agrees that it shall institute a complaint
20 procedure to ensure that it is designed to encourage
21 employees to come forward with complaints about violations
22 of its sex discrimination, sexually-based harassment and
23 retaliation policy. As part of this policy, Hanson Motors
24 agrees that it shall provide its employees with convenient,
25 confidential and reliable mechanisms for reporting incidents

1 of sex discrimination, sexually-based harassment and
2 retaliation. Hanson Motors's agrees that it shall designate at
3 least two upper management employees, e.g. the general
4 manager or a sales manager charged with investigating
5 such issues, as persons who may be contacted, and their
6 names, responsibilities, work locations and telephone
7 numbers shall be routinely and continuously posted. Also as
8 part of its procedure, Hanson Motors agrees that it shall
9 keep a Complaint Box in the employee cafeteria, lunchroom,
10 or other place within Hanson Motors premises where
11 employees tend to gather and which is not in the managerial
12 area of Hanson Motors offices. The upper management
13 employees designated by Hanson Motors as charged with
14 investigating complaints of discrimination will gather the
15 complaints from the Complaint Box. Additionally as part of
16 its complaint procedure, Hanson Motors agrees that it shall
17 maintain throughout its workplace the presence of personnel
18 charged with handling complaints of sex discrimination,
19 sexually-based harassment and retaliation.

20 (ii) Hanson Motors agrees that it shall enable complaining
21 parties to be interviewed by Hanson Motors about their
22 complaints in such a manner that permits the complaining
23 party, at such party's election, to remain inconspicuous to all
24 of the employees in such party's work area. Hanson Motors
25 agrees that its complaint procedure shall not impose upon

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Seattle, Washington 98104-1061
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TDD: (206) 220-6882

1 individuals seeking to make a complaint alleging sex
2 discrimination, sexually-based harassment and/or retaliation
3 any requirements that are more burdensome than are
4 imposed upon individuals who make other complaints of
5 comparable gravity.

6 (iii) Hanson Motors agrees that it shall ensure that its policies
7 and procedures provide that complaint handling and
8 disciplinary procedures regarding all complaints of sex
9 discrimination, sexually-based harassment and/or retaliation
10 are investigated and addressed promptly. Specifically,
11 Hanson Motors agrees that it shall make best efforts to
12 investigate all complaints of sex discrimination, sexually-
13 based harassment and/or retaliation promptly and to
14 complete investigations within three (3) weeks. Hanson
15 Motors will further make best efforts to prepare its written
16 findings of the results of each investigation and the remedial
17 actions proposed within seven (7) days after completion of
18 the investigation, and shall thereupon promptly
19 communicate to the complaining party the results of the
20 investigation and the remedial actions taken or proposed, if
21 any.

22 (iv) Hanson Motors agrees that it shall make best efforts to
23 ensure that appropriate remedial action is taken to resolve
24 complaints and to avoid the occurrence of further incidents
25 of sex discrimination, sexually-based harassment and/or

1 retaliation. Hanson Motors specifically agrees that its
2 complaint procedure shall include the power to order, during
3 the pendency of the investigation, the immediate transfer of
4 persons accused of having violated Hanson Motors's sex
5 discrimination policy as well as the power to order the
6 permanent transfer of employees found to have violated
7 such policy, and, upon the request of the complaining party,
8 the permanent transfer of any complaining party who is
9 found to have been the victim of a violation of Hanson
10 Motors's sex harassment policy. Where possible, transfer
11 will be in line with seniority. Hanson Motors further agrees
12 that it shall revise its progressive discipline policy to provide
13 for substantial discipline short of termination -- including, but
14 not limited to, suspensions without pay -- as a possible
15 consequence for violations of its sex harassment policy.

16 (c) Policies Designed To Promote Supervisor Accountability.

- 17 (i) Hanson Motors's agrees that it shall impose substantial
18 discipline -- up to and including termination, suspension
19 without pay or demotion -- upon any supervisor or manager
20 who engages in sex harassment or sexually-based
21 harassment or permits any such conduct to occur in his or
22 her work area or among employees under his or her
23 supervision, or who retaliates against any person who
24 complains or participates in any investigation or proceeding
25 concerning any such conduct. Hanson Motors shall

1 communicate this policy to all of its supervisors and
2 managers.

3 (ii) Hanson Motors agrees that it shall continue to advise all
4 managers and supervisors of their duty to actively monitor
5 their work areas to ensure employees' compliance with the
6 company's sex discrimination and harassment policy, and to
7 report any incidents and/or complaints of sex harassment,
8 sexually-based harassment and/or retaliation of which they
9 become aware to the department charged with handling
10 such complaints.

11 (iii) Hanson Motors agrees that it will complete its current
12 revision of the supervisor appraisal process to include
13 performance evaluations for the handling of equal
14 employment opportunity ("EEO") issues as an element in
15 supervisor appraisals, and to link such evaluations directly to
16 supervisor salary/bonus structure.

17 (iv) Hanson Motors agrees that it shall include "commitment to
18 equal employment opportunity" as a criterion for qualification
19 for supervisory positions.

20 (d) Sexual Harassment Training.

21 (i) Hanson Motors's agrees that it shall provide mandatory
22 annual sex discrimination and sexual harassment training to
23 all employees, including supervisors; to provide mandatory
24 sex discrimination and sexual harassment training to all new
25 employees during employee orientation (The nature of

1 training during orientation of new employees, may be via
2 videotape or other format as approved by the Consent
3 Decree Monitor); to provide mandatory sex discrimination
4 and sexually-based harassment training to all senior
5 management officials; and to provide training to all persons
6 charged with the handling of complaints of sex
7 discrimination, sexual harassment and/or retaliation
8 harassment in the workplace, and the techniques for
9 investigating and stopping it. This training shall include
10 issues regarding sex discrimination as it may affect
11 employees and/or customers of Hanson Motors. Hanson
12 Motors understands and agrees that this training, particularly
13 that directed towards senior management officials, may
14 require one-on-one training or educational sessions.

15 (ii) Hanson Motors agrees that all training required by this
16 Decree shall be conducted by experienced sex
17 discrimination and sexual harassment educators and/or
18 consultants selected by the Consent Decree Monitor
19 identified below. Hanson Motors agrees that the training
20 outlined in this Decree shall begin with an initial assessment
21 conducted by the educators and/or consultants identified by
22 the Consent Decree Monitor, and may include a broad
23 assessment of Hanson Motors's function as it interplays with
24 the training issues outlined above. Hanson Motors
25 understands that this assessment may result in policy or

1 training recommendations beyond those required by this
2 Decree, and that Hanson Motors shall be responsible for all
3 costs associated with any assessment or training growing
4 out of this Decree.

5 (iii) Hanson Motors agrees that it shall require a senior
6 management official to introduce all sex discrimination and
7 sexually-based harassment training to communicate Hanson
8 Motors's commitment to its Statement of Zero-Tolerance
9 Policy and Workplace Objectives.

10 (e) Consent Decree/Complaint Monitor. In accordance with Paragraph
11 17 of this Decree, Hanson Motors and EEOC shall agree to the
12 appointment of Andy Saller, an attorney with the Tacoma firm of
13 Vandeberg, Johnson & Gandara, experienced employment law or
14 other mutually agreeable individual as the Consent
15 Decree/Complaint Monitor who will have broad powers to
16 effectuate the purposes of this Decree and to monitor Hanson
17 Motors' investigation and resolution of complaints alleging
18 violations of Hanson Motors' anti-harassment policy.

19 Creation and Function of Consent Decree/Complaint Monitor.

20 17. By entry of this Decree, Hanson Motors, EEOC, and the Court appoint
21 Andy Saller or other mutually agreeable individual as the Consent Decree/Complaint
22 Monitor (the "Decree Monitor") with the duties and responsibilities as set out within this
23 Decree. This appointment is made pursuant to Fed. R. Civ. P. 53 and in the exercise of
24 the court's general powers and responsibilities over class actions. In performing such
25 responsibilities, the actions of the Decree Monitor will constitute judicial actions of the

1 court and be protected, to the maximum extent allowable by law, by the doctrine of
2 judicial immunity.

3 Monitoring the Consent Decree.

4 18. Hanson Motors hereby releases, discharges, and forever acquits the
5 Decree Monitor from any and all loss claims or demand of whatsoever nature, at law or
6 in equity, for any and all loss or damage sustained as a result of any of his/her actions
7 taken in good faith to implement the terms of this Decree.

8 19. In the event of a claim or suit of any nature brought against the Decree
9 Monitor by anyone, including but without limitation, any current, past or future employee
10 of Hanson Motors, in which the Decree Monitor is named as a respondent/defendant for
11 actions taken in good faith by the Decree Monitor pursuant to his/her duties as outlined
12 herein and in implementation of the terms of this Decree, Hanson Motors agrees to
13 defend, indemnify and hold harmless the Decree Monitor from and against all liability
14 and costs, including, but not limited to, any judgment entered, attorneys' fees and
15 expenses incurred by them.

16 20. The Decree Monitor will oversee the implementation of this Decree.

17 21. Within two (2) months after appointment, the Decree Monitor will:

- 18 (i) evaluate all existing employment policies, procedures and
19 practices that are related to the objectives contained in the
20 Statement of Zero-Tolerance Policy and Equality Objectives
21 and this Decree; and
22 (ii) make recommendations for any changes to such existing
23 policies, procedures and practices that the Decree Monitor
24 believe are necessary or appropriate for achieving Hanson
25 Motors's Statement of Zero-Tolerance Policy and Equality
Objectives. The Decree Monitor shall report all findings and
recommendations to EEOC and Hanson Motors.

24 22. Hanson Motors shall implement each recommendation of the Decree
25 Monitor unless, within twenty-one (21) business days after receiving a recommendation,

1 Hanson Motors files an objection that the Decree Monitor' recommendation, in whole or
2 in part, involves the application of unsound business judgment or is technically not
3 feasible. Hanson Motors will then have thirty (30) business days within which to try to
4 resolve the objection with the Consent Decree Monitor. If they are unable to do so,
5 Hanson Motors shall then have seven (7) business days within which to file an objection
6 with the Court.

7 23. In the event that Hanson Motors files with the Court an objection to any of
8 the Decree Monitor's recommendations, EEOC will be permitted to participate, as it
9 determines is appropriate, in the proceedings with the Court.

10 24. Within nine (9) months after appointment, the Decree Monitor shall
11 complete a review and evaluation of all current employment policies and practices that
12 are related to the Statement of Zero-Tolerance Policy and Workplace Objectives, and
13 shall submit a written report to EEOC, Hanson Motors and the Court. It is contemplated
14 that this should be a brief report except to the extent there are specific issues requiring
15 more attention, and shall set forth the following information:

- 16 (i) an assessment of whether Hanson Motors has
17 successfully implemented each specific change to its
18 policies and practices Ordered in Paragraphs 15(a)
19 through (d) above;
- 20 (ii) for each specific change that has not been
21 successfully implemented, a statement discussing the
22 reason for Hanson Motors's failure to implement such
23 change;
- 24 (iii) an evaluation of the impact of the specific changes
25 made pursuant to this Decree;
- (iv) an assessment of the effectiveness of Hanson
Motors's policies and practices for achievement of the
Hanson Motors's Statement of Zero-Tolerance Policy
and Equality Objectives;
- (v) recommendations for any changes to existing

1 practices, policies or programs or any additional
2 policies, practices or programs that the Decree
3 Monitor deem necessary or appropriate for achieving
4 Hanson Motors's Statement of Zero-Tolerance Policy
5 and Equality Objectives and the terms of this Decree;
6 and

(vi) timetables for implementation and completion of
7 compliance with any of their recommendations,
8 subject to the terms of this Decree.

9 25. Thereafter, for the duration of the Decree, the Decree Monitor will be
10 responsible for continuing the review and evaluation of all ongoing employment policies
11 and practices of the Company relating to Hanson Motors Statement of Zero-Tolerance
12 Policy and Equality Objectives and the terms of this Decree, as well as monitoring the
13 impact and effectiveness of their recommendations. The Decree Monitor will continue
14 during this time to recommend revisions or modifications to ongoing employment
15 policies and practices in order to achieve the Statement of Zero-Tolerance Policy and
16 Equality Objectives and the terms of this Decree. At the end of each successive year,
17 the Decree Monitor shall submit an annual report to EEOC, Hanson Motors and the
18 Court setting forth the information described in Paragraph 15(g)(vii) herein.

19 26. Hanson Motors shall implement each recommendation of the Decree
20 Monitor except as in accordance with the provisions for making objections set forth in
21 Paragraphs 15(g)(v) and (vi) of this Decree.

22 27. Hanson Motors shall cooperate with the Decree Monitor in connection
23 with their efforts to oversee and monitor the implementation of the non-monetary relief
24 objectives of the Decree, including providing reasonable access to all relevant
25 documents and other sources of information, in whatever form they are maintained in
the ordinary course of business, necessary or appropriate to the exercise of their
authority. The Decree Monitor shall make best efforts to minimize the disruption to the

1 workplace during the course of their oversight. Given the need of each Decree Monitor
2 to review confidential business information of Hanson Motors, each Decree Monitor will
3 sign a confidentiality agreement.

4 28. Hanson Motors shall be responsible for the implementation of all non-
5 monetary relief under the terms of this Decree, except as otherwise provided herein.
6 Hanson Motors shall not be precluded from developing and implementing its own
7 programs as it may find appropriate. In formulating their determinations and
8 recommendations, the Decree Monitor will take such programs into account.

9 29. Hanson Motors shall compensate the Decree Monitor upon terms
10 negotiated with the Monitor prior to the time his/her services begin. It is anticipated that
11 Hanson Motors shall pay any and all reasonable costs necessary to fulfill the work of
12 the Decree Monitor, including those duties associated with monitoring the Decree, as
13 described above, and monitoring complaints, as described below.

14 Monitoring of Complaints

15 30. In addition to the functions and purposes described above, the Decree
16 Monitor shall also have the responsibility for overseeing the investigation of all
17 discrimination and related retaliation complaints reported to Hanson Motors.

18 31. Hanson Motors shall transmit to the Decree Monitor a copy of each such
19 written complaint reported to Hanson Motors as soon as practicable and, in any event,
20 no later than the close of two business days after Hanson Motors receives any such
21 complaint.

22 32. The Decree Monitor will review the investigation and, where appropriate,
23 may make recommendations to Hanson Motors concerning the conduct of the
24 investigation of each such complaint. Hanson Motors shall make a good faith best
25 effort to follow any recommendations made by the Decree Monitor concerning the

1 conduct of the investigation. The Decree Monitor may also interview the complaining
2 party, if the Decree Monitor deems it appropriate.

3 33. Upon completion of the investigation, Hanson Motors shall promptly
4 prepare and provide the Decree Monitor with a complete copy of any documents
5 related to, or any file made in response to, the complaint or investigation, including
6 information regarding any remedial actions taken or proposed by Hanson Motors, and
7 shall also promptly communicate to the complaining party the results of the
8 investigation and the remedial actions taken or proposed, if any, and shall further inform
9 the complaining party of his or her right to appeal Hanson Motors finding to the Decree
10 Monitor.

11 34. If, upon receiving and reviewing an appeal from an individual complainant
12 or upon its own initiative, the Decree Monitor believes that the remedial action proposed
13 by Hanson Motors is inconsistent with Hanson Motors Statement of Zero-Tolerance
14 Policy and Equality Objectives or with the terms of this Decree, the Decree Monitor
15 shall first attempt to resolve the disagreement with Hanson Motors. If Hanson Motors
16 and the Decree Monitor are unable to reach a resolution of their disagreement to the
17 satisfaction of the Decree Monitor, the Decree Monitor shall inform the complainant of
18 his or her options to pursue the Decree legally or administratively outside of Hanson
19 Motors and the procedures provided by the Decree.

20 35. Except for communicating as may be necessary with Hanson Motors or
21 the EEOC, the Decree Monitor shall retain all information supplied by Hanson Motors
22 relating to each complaint in strict confidence.

23 36. Hanson Motors shall inform all employees of the appointment and function
24 of the Decree Monitor. As to each individual who files a written complaint to Hanson
25 Motors, at the conclusion of the investigation, Hanson Motors shall provide the

1 individual making the complaint with a written notice informing him/her of the existence
2 and function of the Decree Monitor. Such notice shall provide the name, telephone
3 number and address at which the Decree Monitor may be reached, and shall inform the
4 complainant of his/her right to contact the Decree Monitor and to appeal Hanson
5 Motors findings and proposed remedial actions to the Decree Monitor.

6 37. The work of the Decree/Complaint Monitor shall continue for the full term
7 of this Decree. In the event that the Decree/Complaint Monitor is unable or unwilling to
8 continue to serve as Monitor for the full term of the Decree, the parties shall designate a
9 new Decree/Complaint Monitor, subject to the approval of the Court.

10 Reporting

11 38. Six months following the entry of this decree and every six months
12 thereafter for the duration of the decree, Hanson Motors will send to the EEOC a written
13 report of individuals who complained of sexual harassment during the prior six-
14 month period.

15 39. Hanson Motors shall submit a final report to EEOC 30 days before the
16 consent decree expires containing a statement that it has complied with all the terms of
17 this consent decree.

18 Posting

19 40. Within two (2) weeks after entry of this Decree, Hanson Motors shall post
20 a notice in the form of Exhibit 1 attached to this Decree in prominent and conspicuous
21 locations in or near the business offices of its dealership in Olympia, Washington. The
22 notice shall remain posted for the duration of this Decree. In the event that the
23 persons and/or departments to whom individuals should make complaints alleging
24 discrimination and/or retaliation change during the term of the Decree, such that the
25 information contained on the notice is no longer accurate, Hanson Motors shall

1 immediately prepare a new notice that contains the correct information. Hanson Motors
2 shall thereupon promptly replace the old notices with the revised notices. Hanson
3 Motors shall maintain a copy of the Decree in its Human Resources Department for any
4 employee who wishes to review it.

5 ENFORCEMENT

6 41. If the EEOC concludes that Hanson Motors has breached this agreement,
7 it may bring an action in the United States District Court for the Western District of
8 Washington to enforce this consent decree. Before bringing an action for breach of the
9 decree, the EEOC shall first give the company 10 days' notice. The EEOC and the
10 company shall use that 10-day period for good faith efforts to resolve the matter.

11 RETENTION OF JURISDICTION

12 42. The United States District Court for the Western District of Washington at
13 Tacoma shall retain jurisdiction over this matter for the duration of the decree.

14 DURATION AND TERMINATION

15 43. This decree shall be in effect for three (3) years and six (6) months,
16 commencing with the date the decree is filed. If the EEOC petitions the court for breach
17 of agreement, and the court finds the company to be in violation of the terms of the
18 consent decree, the court may extend this consent decree.

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25 //

CONCLUSION

44. The provisions of this consent decree are not binding on the parties until the authorized representatives of each party sign and the court enters the consent decree in the court.

DATED this 16th day of October, 2001.

A. LUIS LUCERO, JR.
Regional Attorney

GWENDOLYN YOUNG REAMS
Associate General Counsel

KATHRYN OLSON
Supervisory Trial Attorney

CARMEN FLORES
Trial Attorney

BY: *A. Luis Lucero Jr.*
EQUAL EMPLOYMENT OPPORTUNITY
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P.L.L.C.

BY: _____
R. ALAN SWANSON

Attorneys for Defendants

CONCLUSION

44. The provisions of this consent decree are not binding on the parties until the authorized representatives of each party sign and the court enters the consent decree in the court.

DATED this 16th day of October 2001.

A. LUIS LUCERO, JR.
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BY: *R. Alan Swanson*

R. ALAN SWANSON

Attorneys for Defendants

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 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 22 day of Oct 2001.

Robert J. Bryan
ROBERT J. BRYAN
UNITED STATES DISTRICT JUDGE

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**HANSON MOTORS, INC. dba HANSON
VOLKSWAGEN, 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 Hanson Motors, Inc., dba Hanson Volkswagen, Inc. ("Hanson Motors") in September 2000 in the Federal District Court for the Western District of Washington at Tacoma. The Consent Decree resolves EEOC's claims of sexual harassment against Hanson Motors and enjoins Hanson Motors from certain conduct prohibited by law. Hanson Motors denies the allegations of the EEOC and affirms its commitment to compliance with laws against discrimination.

Federal law and the Consent Decree prohibit sexual harassment or other discrimination against any individual because of his or her sex.

Federal law also prohibits retaliation against any individual by an employer because the individual complains of discrimination, cooperates with any Hanson Motors 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, or any upper level management individual.

Copies of the Consent Decree may be obtained from the Consent Decree Monitor, Andy Sallers at Vandenberg Johnson & Gandara, 206/464-0404 XT 6556, 1201 Pacific Ave., Ste. 1900, Tacoma, WA 98401-1315. The Consent Decree Monitor will oversee the implementation of the Consent Decree and any investigations arising from employee complaints.

Employees have the right to bring complaints of sexual discrimination and/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 at Hanson Motors until March 31, 2005. This Official Notice shall not be altered, defaced, covered or obstructed by any other material.

car

United States District Court
for the
Western District of Washington
October 22, 2001

* * MAILING CERTIFICATE OF CLERK * *

Re: 3:00-cv-05503

True and correct copies of the attached were mailed by the clerk to the following:

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Judge Bryan