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ORIGINAL

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

Plaintiff,)

vs.)

TRENDWEST RESORTS, INC.,)

Defendant.)

NO. C04-503L

[PROPOSED] CONSENT DECREE AND
ORDER OF DISMISSAL



04-CV-00503-BCST

A. INTRODUCTION

1. This action originated with a discrimination charge filed by Brenda McAllister ("Charging Party") with plaintiff Equal Employment Opportunity Commission ("EEOC"). The Charging Party alleged that defendant Trendwest Resorts, Inc. ("Trendwest"), discriminated against her and a class of similarly situated individuals on the basis of their sex, female, by subjecting them to disparate terms and conditions in their employment, in violation of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 2000e *et seq.*

2. After conducting an investigation of Charging Party's allegations, the EEOC sent to Trendwest a Letter of Determination with a finding of reasonable cause that it had violated Title VII.

3. On October 23 and November 24, 2003, the EEOC and Trendwest participated in a mediation. As a result of the mediation, the EEOC and Trendwest have agreed to conclude all

1 claims without expending further resources in contested litigation by means of this [Proposed]
2 Consent Decree and Order of Dismissal (this "Consent Decree").

3 4. With respect to a civil action that the EEOC intends to bring against Trendwest in
4 connection with this Consent Decree, the parties have agreed as follows:

5 a. The EEOC intends to commence a civil action (the "Civil Action") against
6 Trendwest in the U.S. District Court for the Western District of Washington (the "District Court")
7 at Seattle based on the allegations of the Charging Party's charge of discrimination against
8 Trendwest.

9 b. Notwithstanding the commencement of the Civil Action, the EEOC will
10 proceed to effect resolution of the Civil Action consistent with the terms of this Consent Decree, and
11 will pursue prosecution of that action only in the event that this Consent Decree does not become
12 effective under the terms and conditions set forth below.

13 c. The EEOC will take all necessary and reasonable steps to facilitate adoption
14 of the Consent Decree by the District Court without the need for Trendwest to answer the EEOC's
15 civil complaint or otherwise participate in the litigation process (other than in support of the District
16 Court's adoption of the Consent Decree), including such measures as deferring service on Trendwest
17 of the EEOC's complaint in the Civil Action.

18 d. It is the intention of the parties that this Consent Decree will serve as the final
19 judgment in the Civil Action.

20 **B. NON-ADMISSION OF LIABILITY AND NON-DETERMINATION BY THE COURT**

21 This Consent Decree is not an admission of wrongdoing or an adjudication or finding on the
22 merits of the case. On the contrary, Trendwest specifically and vigorously denies that its
23 employment practices with respect to Charging Party, any Class Member (as defined in section E.1.),
24 or anyone else, were unlawful in any respect. This Consent Decree will not be used as evidence of
25 liability or for purposes of *res judicata* or collateral estoppel in any legal proceeding against
26 Trendwest. Neither the agreement to enter this Consent Decree, nor the Consent Decree itself, will
27 be admissible in any proceeding as an admission by Trendwest of any violation of, failure to comply
28

1 with, interference, retaliation or obstruction of compliance with Title VII or any other employment
2 law or order.

3 **C. SCOPE OF SETTLEMENT**

4 This Consent Decree is the final and complete resolution of all issues and claims by the
5 EEOC against Trendwest arising out of Charging Party's EEOC charge, including claims for
6 attorneys' fees and costs, and is binding and final as to all such issues and claims except that, if
7 Charging Party or any Class Member declines to sign the release required under this Consent Decree,
8 it will not be binding as to that person individually. This Consent Decree will apply only to
9 Trendwest's Northwest Region, which includes Trendwest's facilities in the States of Alaska,
10 Washington, Oregon, and Idaho.

11 **D. JURISDICTION AND VENUE**

12 Jurisdiction of this Court is invoked pursuant to 28 U.S.C. sections 451, 1331, 1337, 1343,
13 and 1345. This action is authorized to be brought by the EEOC pursuant to sections 706(f)(1) and
14 (3) of Title VII, 42 U.S.C. §§ 2000e-5(f)(1) and (3), and section 102 of the Civil Rights Act of 1991,
15 42 U.S.C. § 1981a. The employment practices alleged to be unlawful occurred within the
16 jurisdiction of this Court.

17 **E. DEFINITION OF TERMS**

18 For the purposes of this Consent Decree, the following definitions apply:

19 1. "Class Member" means a female employee of Trendwest who was employed in its
20 Northwest Region as a Sales Representative or Sales Assistant Manager for at least six consecutive
21 months during the Class Period; and who, in at least three (not necessarily consecutive) months
22 during her employment as a Sales Representative or Sales Assistant Manager, ranked within the top
23 25 percent by compensation of all female Sales Representatives and Sales Assistant Managers in the
24 Northwest Region.

25 2. "Class Period" means the period from January 1, 2001, to December 31, 2003,
26 inclusive.

27 3. Unless otherwise indicated, "days" means calendar days.
28

1 4. "Effective Date of the Consent Decree" means the date that the Court enters this
2 Consent Decree as its judgment in this matter.

3 5. "Settlement Pool" means \$475,000 to be paid by Trendwest pursuant to this Consent
4 Decree.

5 **F. MONETARY RELIEF/RELEASE OF CLAIMS**

6 1. In settlement of the EEOC's claims in this matter, and subject to the terms and
7 conditions set forth below, Trendwest will distribute the Settlement Pool to all Class Members who
8 grant a release to Trendwest in the form specified by Trendwest.

9 2. Each Class Member's share of the Settlement Pool will be calculated based on that
10 Class Member's number of months employed as a Sales Representative or a Sales Assistant Manager
11 in Trendwest's Northwest Region during the Class Period, compared to the number of months of
12 such employment during the Class Period by other Class Members. For example, a Class Member
13 who worked one year as a Sales Representative in the Class Period would receive a share that is
14 twice as large as a Class Member who worked six months as a Sales Representative during the Class
15 Period. In cases of service with a fractional month, the month will be rounded up or down to the
16 nearest whole month.

17 3. Each Class Member will be entitled to receive reimbursement of up to \$200 for her
18 reasonable attorneys' fees if the Class Member consults an attorney about the release before signing
19 it. The total potential reimbursement of \$5,000 will be taken out of the Settlement Pool before
20 distributions are made.

21 4. Payments (other than reimbursement of attorneys' fees) will be made less applicable
22 tax withholdings and deductions, which also will be paid out of the Settlement Pool. However,
23 Trendwest will pay all employer portions of payroll taxes from other resources and not from the
24 Settlement Pool. Payments will be made within 30 days of the Court's final judgment entering this
25 Consent Decree.

26 5. Trendwest's acceptance of this Consent Decree is conditioned by the execution and
27 return to Trendwest of the release by at least 75 percent of the Class Members not later than 60 days
28 after notice of the settlement evidenced by this Consent Decree is given to the Class Members.

1 Notice will be accomplished by means of mailing to Class Members the form of notice evidenced
2 by Exhibit A to this Consent Decree accompanied by a summary of this Consent Decree and the
3 release. If that minimum percentage is not reached, Trendwest has the right to declare this Consent
4 Decree null and void and it will have no force or effect.

5 6. If at least 75 percent but not 100 percent of the Class Members timely return the
6 release to Trendwest, then Trendwest may retain those non-participating Class Members' shares of
7 the Settlement Pool to help pay for the cost of its defense against any claims that the
8 non-participating Class Members may bring against Trendwest that would have been released had
9 the Class Members participated in the Settlement.

10 7. Upon notice by Trendwest of which Class Members have failed to timely return the
11 release to Trendwest, the EEOC will issue a right-to-sue notice to those non-participating Class
12 Members indicating that a claim under Title VII against Trendwest must be brought within 90 days
13 after receipt of the right-to-sue notice or be barred. If, within six months after issuance of the
14 right-to-sue notice by the EEOC, the non-participating Class Member has not brought such a claim,
15 then Trendwest will donate that Class Member's share, plus accrued interest, to Dress for Success,
16 c/o Rita Ryder, Executive Director of the Seattle YWCA. In addition, any amount of the \$5,000 set
17 aside from the Settlement Pool that is not used to reimburse Class Members for their reasonable
18 attorneys' fees will be donated, plus accrued interest, to Dress for Success.

19 8. By agreeing to this section of the Consent Decree, Trendwest is not waiving any
20 defense to any such non-participating Class Member's claim based on the statute of limitations, nor
21 conceding that a claim brought within the 90-day or six-month period following issuance of the
22 right-to-sue notice would be timely.

23 **G. INJUNCTIVE RELIEF**

24 **1. Compliance with Title VII**

25 a. Trendwest reaffirms its commitment to comply with Title VII. To further
26 this commitment, Trendwest will monitor the affirmative obligations of this Consent Decree. The
27 following terms of this Consent Decree apply to all applicants and employees in Trendwest's
28 Northwest Region.

b. Trendwest 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.

c. Trendwest is hereby enjoined from engaging in personnel practices that unlawfully discriminate against applicants and employees in violation of Title VII. In recognition of its obligations under Title VII, Trendwest will institute the policies and practices set forth below.

2. Retention of a Consultant

Trendwest will retain, at Trendwest's expense, a consultant to conduct an internal review and audit of Trendwest's promotion and advancement practices and procedures within the sales division of its Northwest Region. With the assistance of the consultant, Trendwest will adopt a written policy that sets forth the requirements and criteria for advancement opportunities and make this policy available to all applicants and employees of Trendwest's Northwest Region. This policy will be distributed to all present and future employees, both management and non-management, in Trendwest's Northwest Region within 90 days of the entry of this Consent Decree.

3. Strengthening of Policies

a. Trendwest will improve and strengthen its existing policies against discriminatory employment practices based on sex by creating and improving its 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, in Trendwest's Northwest Region within 45 days after entry of this Consent Decree and continuing for the duration of this Consent Decree. Distribution to temporary employees may consist of notification of the existence and the location of the policy.

b. Trendwest affirms the following "Statement of Zero-Tolerance Policy and Workplace Objectives":

Trendwest Resorts, Inc. is firmly committed to developing and maintaining a zero-tolerance policy concerning sex discrimination and retaliation against individuals who report discrimination in the company's workplace; to swiftly and firmly responding to any acts of sex discrimination or retaliation of which the company becomes aware; to implementing a disciplinary system that is designed to strongly deter future acts of sex discrimination or retaliation; and to actively

1 monitoring its workplace in order to ensure tolerance, respect and dignity for all
2 people.

3 4. Employment References and Expunging Records

5 a. Trendwest will not disclose any information or make references to any
6 charges of discrimination or this case in responding to employment reference requests for
7 information about Charging Party or any of the Class Members. In response to any inquiries,
8 Trendwest will provide employment references that include only dates of employment and positions
9 held. Trendwest may produce personnel information involving these individuals if it is responding
10 to any lawful third-party subpoena or other order of a court.

11 b. Trendwest will expunge from the personnel files of Charging Party and Class
12 Members any references to a charge of discrimination against Trendwest and this lawsuit.
13 Trendwest will not add any information or references to the personnel files of Charging Party or the
14 Class Members regarding the charge of discrimination and this case after such references have been
15 expunged. Files containing information about Charging Party and the Class Members that have been
16 developed during this action will be maintained by Trendwest separately from the personnel files
17 of Charging Party and Class Members and be kept secure and confidential. Trendwest will make
18 the personnel files of Charging Party and Class Members available for inspection by, respectively,
19 Charging Party and Class Members, or their respective counsel, at Trendwest's offices located at
20 9805 Willows Road, Redmond, Washington 98052 upon reasonable notice.

21 5. Additional Compliance Measures

22 In order to carry out the objectives embodied in Trendwest's Statement of Zero-Tolerance
23 Policy and Workplace Objectives and this Decree, Trendwest will ensure the following policies,
24 procedures, and practices are in effect:

25 a. Complaint Procedures

26 (1) Trendwest will provide to its employees the name, responsibilities,
27 work location, and telephone number of the management employees charged with investigating
28 issues of employment discrimination. That information will be routinely and continuously posted.
If the name or designation of the management employees charged with investigating issues of sex

1 discrimination and retaliation changes, Trendwest will re-post his or her name, responsibilities, work
2 location, and telephone number. Also, as part of its procedure, Trendwest will maintain its Integrity
3 Hotline, an 800 telephone service which allows any Trendwest employee to register complaints or
4 concerns on an anonymous basis. Upper management employees designated by Trendwest to
5 investigate complaints of discrimination regularly will gather the complaints from the Integrity
6 Hotline.

7 (2) Trendwest will enable complaining parties to be interviewed by
8 Trendwest about their complaints in such a manner that permits the complaining party, at such
9 party's election, to remain inconspicuous to all of the employees in such party's work area.
10 Trendwest's complaint procedure will not impose upon individuals seeking to make a complaint
11 alleging sex discrimination or retaliation any requirements that are more burdensome than are
12 imposed upon individuals who make other complaints of comparable gravity.

13 (3) Trendwest will ensure that its policies and procedures provide that
14 complaint handling and disciplinary procedures regarding all complaints of sex discrimination or
15 retaliation are investigated and addressed promptly. Specifically, Trendwest will make its best effort
16 to investigate all complaints of sex discrimination or retaliation promptly and to complete
17 investigations within four weeks. Trendwest will further make its best effort to prepare its written
18 findings of the results of each investigation and the remedial actions proposed within 14 days after
19 completion of the investigation, and will thereupon promptly communicate to the complaining party
20 the results of the investigation and the remedial actions taken or proposed, if any.

21 (4) Trendwest will make its best effort to ensure that appropriate remedial
22 action is taken to resolve complaints and to avoid the occurrence of sex discrimination or retaliation.
23 Trendwest will maintain its progressive discipline policy to provide for substantial discipline,
24 including, but not limited to, suspensions without pay or termination, as a possible consequence for
25 violations of its anti-discrimination policy.

26 **b. Policies Designed to Promote Supervisor Accountability**

27 (1) Trendwest will impose substantial discipline, up to and including
28 demotion, suspension without pay, or termination, as permitted by law, upon any supervisor or

1 manager who engages in sex discrimination or permits any such conduct to occur in his or her work
2 area or among employees under his or her supervision, or who retaliates against any person who
3 complains or participates in any investigation or proceeding concerning any such conduct.
4 Trendwest will communicate this policy to all of its supervisors and managers.

5 (2) Trendwest will continue to inform all managers and supervisors of
6 their duty to actively monitor their work areas to ensure employees' compliance with the company's
7 anti-sex discrimination policy, and to report any incidents and/or complaints of sex discrimination
8 or retaliation of which they become aware to the department charged with handling such complaints.

9 (3) Trendwest will take into account the manager's or supervisor's
10 compliance with its sex discrimination policy in determining the employee's compensation.

11 (4) Trendwest will include a commitment to prevention of sex
12 discrimination or retaliation and the reporting of sex discrimination and retaliation as a criterion for
13 qualification for supervisory or management positions.

14 **c. Anti-discrimination Training**

15 (1) Trendwest will provide annual anti-discrimination training to all
16 employees; including management officials and those charged with providing anti-discrimination
17 training to all new employees during employee orientation. This training, particularly that directed
18 towards senior management officials, may require one-on-one training or educational sessions.

19 (2) All training required by this Consent Decree will be conducted by
20 educators, consultants, attorneys, or other professionals experienced in the area of
21 anti-discrimination training, with the exception that new employee orientation and annual training
22 may be conducted by Trendwest's Human Resources Department.

23 (3) Trendwest will require the General Manager or a member of the
24 Executive Committee in addition to the Human Resources Director to introduce all
25 anti-discrimination training to communicate Trendwest's commitment to its Statement of
26 Zero-Tolerance Policy and anti-discrimination policy.

1 d. **Reporting**

2 (1) Six months following the entry of this Consent Decree and every six
3 months thereafter for the duration of this Consent Decree, Trendwest will send the EEOC a written
4 report (i) identifying by gender individuals who held the position of Sales Assistant Manager, Sales
5 Manager, or Project Director over the prior six months; and (ii) describing any complaints of sex
6 discrimination in promotions received by Trendwest during the prior six-month period and the steps
7 taken by Trendwest to resolve them.

8 (2) Trendwest will submit a final report to the EEOC 30 days before the
9 Consent Decree expires containing a statement that it has complied with all the terms of this Consent
10 Decree.

11 e. **Posting**

12 Within two (2) weeks after entry of this Decree, Trendwest will post a notice in the form
13 evidenced by Exhibit B to this Consent Decree in prominent and conspicuous location(s) in or near
14 the employee cafeteria, lunchroom or other place within Trendwest's Northwest Region where
15 employees tend to gather. The notice will remain posted for the duration of this Consent Decree.
16 In the event that the persons and/or departments to whom individuals should make complaints
17 alleging discrimination and/or retaliation change during the term of the Consent Decree, such that
18 the information contained on the notice is no longer accurate, Trendwest will immediately prepare
19 a new notice that contains the correct information. Trendwest will thereupon promptly replace the
20 old notices with the revised notices. Trendwest will maintain a copy of this Consent Decree in its
21 Personnel Office for any employee who wishes to review it.

22 **II. ENFORCEMENT**

23 If the EEOC concludes that Trendwest has breached this agreement, it may bring an action
24 in this Court to enforce this Consent Decree. Before bringing an action for breach of this Consent
25 Decree, the EEOC will first give Trendwest 20 days' written notice to permit the parties to attempt,
26 in good faith, to resolve the matter without the need for litigation.

27 **I. RETENTION OF JURISDICTION**

28 The Court will retain jurisdiction over this matter for the duration of this Consent Decree.

J. DURATION AND TERMINATION

This Consent Decree will be in effect for two years, commencing with the date the Consent Decree is entered as the order of the Court. If the EEOC petitions the Court for breach of agreement during the two-year term, and the Court finds Trendwest to be in breach of the terms of the Consent Decree, the Court may extend this Consent Decree.

K. CONCLUSION

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 as its order.

Dated: ~~March~~ ^{April 30,} 2004.

A. LUIS LUCERO, JR.
Regional Attorney

ERIC S. DREIBAND
General Counsel

KATHRYN OLSON
Supervisory Trial Attorney

JAMES L. LEE
Deputy General Counsel

CARMEN FLORES
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GWENDOLYN YOUNG REAMS
Associate General Counsel

**EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION**

Seattle District Office
909 First Avenue, Suite 400
Seattle, Washington 98104
Telephone (206) 220-6893

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

By: *A. Luis Lucero*
Attorneys for Plaintiff Equal Employment Opportunity Commission

Dated: ^{April} ~~March~~ 30, 2004.

JEFFREY D. WOHL
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55 Second Street, 24th Floor
San Francisco, California 94105-3441
Telephone: (415) 856-7000

By: _____
Attorneys for Defendant Trendwest Resorts, Inc.

08-10-04

09:58am

From:EEOC SED0

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T-893

P.012/017

F-358

J. DURATION AND TERMINATION

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K. CONCLUSION

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Dated: March __, 2004.

A. LUIS LUCERO, JR.
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**EQUAL EMPLOYMENT
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Seattle, Washington 98104
Telephone (206) 220-6893

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

By: _____
Attorneys for Plaintiff Equal Employment Opportunity Commission

Dated: March 10, 2004.

JEFFREY D. WOHL
KRISTEN L. McMICHAEL
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55 Second Street, 24th Floor
San Francisco, California 94105-3441
Telephone: (415) 856-7000

By: Jeffrey Wohl
Attorneys for Defendant Trendwest Resorts, Inc.

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 1st day of June, 2004.


UNITED STATES DISTRICT JUDGE



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle District Office**

Federal Office Building
909 First Avenue, Suite 400
Seattle, WA 98104-1061
(206) 220-6883
TTY (206) 220-6882
FAX (206) 220-6911

March , 2004

**Re: EEOC v. Trendwest Resorts, Inc., U.S.D.C., W.D. Wash., No. C04-503L
Notice of Settlement**

Dear Ms. [Name]:

The purpose of this letter is to inform you of a settlement that has been reached between the U.S. Equal Employment Opportunity Commission (the "EEOC") and your current or former employer, Trendwest Resorts, Inc. ("Trendwest"), concerning Trendwest's promotional practices in its Northwest Region, and your eligibility to participate in the settlement.

The EEOC has reached this settlement to resolve claims that Trendwest discriminated against women in its promotional practices in its Northwest Region. Trendwest denies that it has engaged in discrimination against any of its employees. It enters into the Consent Decree solely for purposes of compromise and to avoid the expense, burden and uncertainty of litigation.

You have been identified as a female who is or was employed by Trendwest in its Northwest Region during the period January 1, 2001, to December 31, 2003, inclusive (the "Class Period"), and who during the Class Period was employed in the position of Sales Representative or Sales Assistant Manager for at least six consecutive months, and who during that period of employment in that position ranked among the top 25% by compensation of all females employed in those positions during the Class Period for at least three (not necessarily consecutive) months.

Under the [Proposed] Consent Decree and Order of Dismissal (the "Consent Decree"), you are eligible to receive a share of the settlement pool of \$475,000 based on your months of employment during the Class Period as a Sales Representative or Sales Assistant Manager in the Northwest Region, plus reimbursement of your reasonable attorneys' fees up to \$200 incurred in reviewing the proposed release of claims which you must sign to participate in the settlement. If you participate, it is estimated that your share of the settlement will be \$____ (plus reimbursement of your reasonable attorneys' fees up to \$200). Under the Consent Decree, at least 75 percent of all eligible females must participate in the settlement or else Trendwest has the right to declare the settlement null and void. If you decide not to participate but the Consent Decree is adopted, the EEOC will issue a notice of right-to-sue letter and you will have 90 days to pursue a claim.

[NAME]

March 10, 2004

Page Two

The Consent Decree also provides that over a two-year period Trendwest will take a variety of steps to ensure that its promotional practices are free of discrimination, including posting its policy against discrimination, training employees about equal opportunity in the workplace, and providing a complaint procedure for reporting and resolving complaints of discrimination.

The proposed release of claims you must sign to participate in the settlement is enclosed. The release is an important legal document affecting your rights; please read it carefully or consult with an attorney before deciding whether to sign the release and participate in the settlement. You are not required to consult an attorney before signing the release and accepting the settlement; however, you have the right to legal consultation and will be reimbursed up to \$200 if you so choose to consult an attorney. Your decision to participate in the settlement must be voluntary. If you decide to participate, please date and sign the release and return it to Trendwest at the following address:

Jan Cannon, Vice President of Human Resources
Trendwest Resorts, Inc.
9805 Willows Road
Redmond, Washington 98052

In order to participate in the settlement, your signed release must be received by Trendwest not later than _____.

By law, Trendwest may not retaliate against you if you choose to participate, or not participate, in the settlement.

If you have any questions about the settlement, please call me at (206) 220-6893.

Sincerely,

Carmen Flores
Senior Trial Attorney
Enclosure

cc: Jan Cannon, Trendwest Resorts, Inc.

EXHIBIT A

EXHIBIT B

TRENDWEST RESORTS, 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 Trendwest Resorts Inc. ("Trendwest"), on March 5, 2004, Case No. C04-503L, in the U.S. District Court for the Western District of Washington at Seattle. The Consent Decree resolves EEOC's claims of sex discrimination against Trendwest and enjoins Trendwest from certain conduct prohibited by law. Trendwest denies the allegations of the EEOC and affirms its commitment to compliance with laws against discrimination.

Federal law and the Consent Decree prohibit 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 Trendwest 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 the Human Resources Director or the General Manager or the Human Resources Department for Trendwest at the following numbers: _____.

Employees have the right to bring complaints of 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, or the Washington Human Rights Commission at 711 S. Capitol Way, Suite 402, Olympia, WA 98504-2490, (360) 753-6770. You may also request a copy of the Consent Decree from Trendwest's Human Resources Department.

This is an official notice and shall not be defaced by anyone. This notice shall remain prominently posted in the employee lunchroom/break room at all Northwest Region facilities for Trendwest until _____, 2006. This Official Notice shall not be altered, defaced, covered, or obstructed by any other material.

RELEASE OF CLAIMS

In exchange for the valuable consideration to be paid to me pursuant to the Consent Decree and Order of Dismissal (the "Consent Decree") entered into by and between the Equal Employment Opportunity Commission and Trendwest Resorts, Inc. ("Trendwest"), and ordered by the U.S. District Court for the Western District of Washington, and subject to the terms and conditions of the Consent Decree, I release all rights, claims, and causes of actions that I have or could assert against Trendwest and its parent, affiliates, subsidiaries, directors, officers, employees, agents, attorneys, and insurers arising from or relating to any acts of alleged discrimination against me based on sex in Trendwest's failure, if any, to promote me to the position of Sales Assistant Manager, Sales Manager, and/or Project Director, in Trendwest's Northwest Region at any time between January 1, 2001, and December 31, 2003, inclusive, including but not limited to claims arising under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.*; the Alaska Human Rights Act, AS 18.80.200-300; Anchorage Municipal Code § 5.20.040; the Idaho Human Rights Act, Idaho Code § 67-5901 *et seq.*; the Oregon Fair Employment Practices Act, ORS 659A.001 *et seq.*; the Washington Law Against Discrimination, RCW ch. 49.60, and any other federal, state, or local law; and any claims for attorneys' fees (except for reimbursement of fees provided by the Consent Decree). In granting this release, it is my intention that I release all such claims, whether or not they are known to me at this time.

Dated: _____

Print Name

Sign Name

1 A. LUIS LUCERO, JR., REGIONAL ATTORNEY
KATHRYN OLSON, SUPERVISORY TRIAL ATTORNEY
2 CARMEN FLOES, SENIOR TRIAL ATTORNEY
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
3 909 FIRST AVENUE, SUITE 400
SEATTLE, WASHINGTON 98104
4 TELEPHONE: (206) 220-6920

5 Attorneys for Plaintiff

FILED
LODGED
ENTERED
RECEIVED
MAY 28 2004
MR
AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
DEPUTY

6
7
8 UNITED STATES DISTRICT COURT
9 WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

10 EQUAL EMPLOYMENT OPPORTUNITY
11 COMMISSION,

No. C04-503L

12
13 Plaintiff,

14 CERTIFICATE OF SERVICE

15 v.

16 TRENDWEST RESORTS, INC.,

17 Defendant.

18
19 I hereby certify that I served [PROPOSED] CONSENT DECREE AND ORDER OF
20 DISMISSAL on:

21 Jeffrey D. Wohl
Kristen L. McMichael
22 PAUL, HASTINGS, JANOFISKY & WALKER LLP
55 Second Street, 24th Floor
23 San Francisco, California 94105-3441
415/856-7000

24 Attorney for Defendant
25

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle District Office
809 First Avenue, Suite 400
Seattle, Washington 98101-1061
Telephone: (206) 230-6883
Facsimile: (206) 220-6811
TDD: (206) 230-6882

1 by the following indicated method or methods:

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

5 DATED this 28th day of May, 2004.

6 EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

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8 Mary R. Hammock
9 MARY R. HAMMOCK
Legal Technician

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