

The Honorable John C. Coughenour

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )

Plaintiff )

v. )

OBERTO SAUSAGE COMPANY, )  
Defendant. )

CASE NO. CV05-25C

CONSENT DECREE

and ORDER OF DISMISSAL

ISMAHAN BIHI, FADUMO OMAR, FADUMA )  
JAMA, MARYAN SHIEKHOMAR, SAHRA )  
DAHIR, KORESHO MOHAMMAD, )

Plaintiffs in Intervention. )

**I. INTRODUCTION**

1. This action originated with discrimination charges filed with the U.S. Equal

U.S. Equal Employment Opportunity Commission  
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Seattle, WA 98104-1061  
Telephone: 206-220-6883  
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TDD: (206) 220-688

1 Employment Opportunity Commission, Seattle District Office (“EEOC”) by Ismahan Bihi,  
2 Fadumo Omar, Faduma Jama, Maryan Shiekhomar, Sahra Dahir, and Koresho Mohammad  
3 (“Plaintiffs in Intervention”). Plaintiffs in Intervention alleged that Oberto Sausage Company  
4 (“Oberto”) discriminated against them based on their religion when it failed to accommodate their  
5 religious needs and discharged them on the basis of their religion, in violation of §703(a) of Title  
6 VII of the Civil Rights Act of 1964, as amended in 1991, 42 U.S.C. § 2000e-2(a).

8 2. The EEOC investigated the allegations made by Plaintiffs in Intervention. The EEOC  
9 sent Oberto Letters of Determination with findings of reasonable cause that Oberto had violated  
10 Title VII.  
11

12 3. The Commission filed this lawsuit on January 5, 2005 in the United States District  
13 Court for the Western District of Washington on behalf of Plaintiffs in Intervention. Plaintiffs in  
14 Intervention filed a motion for intervention on January 19, 2005, which the Court granted on  
15 February 17, 2005. Oberto filed its Answers on March 30, 2005, stating that reasonable  
16 accommodations were offered but rejected by Plaintiffs in Intervention, and raising a number of  
17 affirmative defenses.  
18

19 4. The EEOC, Plaintiffs in Intervention and Oberto want to conclude all claims arising out  
20 of the above charges and complaints without expending further resources in contested litigation.  
21

## 22 **II. NON-ADMISSION OF LIABILITY AND NON-DETERMINATION BY THE COURT**

23 5. This Consent Decree is not an admission of wrongdoing or an adjudication or finding  
24 on the merits of the case.

## 25 **III. SETTLEMENT SCOPE**

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1 6. The EEOC and Plaintiffs in Intervention accepted a FRCP 68 Offer of Judgment  
2 against Oberto, in the amount of Three hundred and fifty thousand dollars (\$350,000), including  
3 attorneys fees and costs. The judgment specifically excluded the injunctive relief at issue in this  
4 consent decree. The parties also settled other claims against Defendants Oberto and Ron Hacker  
5 for an additional Twelve Thousand Dollars (\$12,000) and positive letters of reference, in  
6 exchange for releases from each Plaintiff in Intervention and the entry of this Consent Decree.  
7 This Consent Decree represents the final and complete resolution of all remaining allegations of  
8 unlawful employment practices and right to injunctive relief contained in: (1) the charges filed by  
9 the Plaintiffs in Intervention with the EEOC; (2) the Complaint filed herein by the EEOC; and,  
10 (3) the Complaint filed herein by the Plaintiffs in Intervention, including all claims by the parties  
11 for attorney fees and costs.  
12  
13

#### 14 **IV. JURISDICTION AND VENUE**

15 7. Jurisdiction is vested in this Court pursuant to 28 U.S.C. §§451, 1331, 1337, 1343 and  
16 1345, and 1367. This action is authorized and instituted pursuant to Sections 706(f)(1) and (3) of  
17 Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e-5(f)(1) and (3) ("Title  
18 VII"), and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. §1981a; and the Washington  
19 Law Against Discrimination, RCW 49.60.010 *et seq.*  
20  
21

#### 22 **V. DEFINITION OF TERMS**

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

24 8. "The Effective Date of the Consent Decree" is the date the United States District Court  
25 for the Western District of Washington at Seattle enters the Consent Decree and (Proposed)  
26

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1 Order of Dismissal.

2 9. Unless otherwise indicated, the word "days" refers to calendar days.

3 10. "Formal or Informal Complaints" includes any complaint of discrimination,  
4 harassment, retaliation, or request for accommodation whether written or oral, made to or  
5 brought to the attention of any Oberto supervisor or manager.

7 **VI. MONETARY RELIEF**

8 11. In a combined judgment and settlement of the claims made in this lawsuit, Oberto will  
9 pay a total of Three hundred and sixty-two thousand dollars (\$362,000) to Plaintiffs in  
10 Intervention, including attorneys fees and costs. Specific details concerning the allocation and  
11 payment of this combined judgment and settlement amount are provided by execution of the  
12 judgment and incorporated into individual Releases signed by each Plaintiff in Intervention.

14 **VII. AFFIRMATIVE AND OTHER RELIEF**

15 **A. Compliance with Title VII**

16 12. Oberto reaffirms its commitment to comply with Title VII. To further this  
17 commitment, the company shall institute the policies and practices set forth below and monitor the  
18 affirmative obligations of this Consent Decree. The terms of this Consent Decree apply to all  
19 applicants to and employees of Oberto at its Kent, Washington facility.

20 13. Oberto will not retaliate against any applicant or employee for opposing a practice  
21 deemed unlawful by Title VII or for making a charge, testifying, assisting, or participating in any  
22 investigation, proceeding, or hearing associated with this action.

23 14. Oberto and its managers are hereby enjoined from engaging in personnel practices  
24

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1 which unlawfully discriminate against applicants and employees in violation of Title VII on the  
2 basis of religion.

3  
4 **B. Employee Records**

5 15. Defendant will not disclose any information or make references to any charge of  
6 discrimination or this lawsuit in responding to employment reference requests for information  
7 about Plaintiffs in Intervention. In response to any inquiries other than through a subpoena or in  
8 response to a inquiry by a governmental agency regarding Plaintiffs in Intervention, Oberto shall  
9 follow its corporate policy of verifying the dates of employment and positions held.  
10

11 16. Defendant will remove all written personnel actions contained in the files of Plaintiffs  
12 in Intervention, including any "Employee Coaching/Corrective Action Notice" or letter of  
13 termination, referencing any action taken by Oberto as a result of leaving the production line to  
14 pray. Defendant affirms that there are no references to any charge of discrimination or this  
15 lawsuit in Plaintiffs in Intervention's personnel files. Defendant will not add any information or  
16 references to Plaintiffs in Intervention's personnel files or records regarding the charge of  
17 discrimination and this lawsuit after the entry of this Consent Decree. Files containing  
18 information about Plaintiffs in Intervention that have been developed during the subject litigation  
19 will be maintained at the offices of Defendant's counsel, Lane Powell PC. Within thirty (30) days  
20 of the effective date of this Consent Decree, Oberto will make Plaintiff in Interventions' personnel  
21 files available for inspection through Lane Powell PC.  
22  
23  
24

25 **C. Anti-Discrimination Policies and Procedures**

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27  
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1 17. Oberto will maintain a written equal employment opportunity policy which sets forth  
2 the requirements of federal laws against employment discrimination and harassment. The policy  
3 must contain provisions which address discrimination based on religion and employees' rights to  
4 have their religious beliefs accommodated. The policy must also provide that it is unlawful to  
5 retaliate against any current or former employee for opposing any practice made unlawful by Title  
6 VII. At a minimum, the policy must be available in both English and Somali.

8 18. Oberto shall institute and carry out anti-discrimination policies, procedures and  
9 training for employees, supervisors and management personnel, to the extent not already  
10 established, and will provide equal employment opportunities for all employees. Oberto will  
11 evaluate and, where appropriate, modify the practices of its managers and supervisors in order to  
12 prevent discrimination in employment. Oberto will ensure that its managers and supervisors  
13 understand its Equal Employment Opportunity ("EEO") policies and how those policies define  
14 and identify what constitutes employment discrimination.

16 19. The policies maintained by Oberto will ensure that the following policies, procedures  
17 and practices are in effect:

19 (a) Discrimination and Harassment Policy.

- 20 (i) provide clear definitions and examples of prohibited discrimination,  
21 harassment, and retaliation;  
22  
23 (ii) provide for substantial discipline for incidents of discrimination,  
24 harassment, and/or retaliation;  
25  
26 (iii) provide a statement of its practice of accepting and investigating

1 complaints of discrimination, harassment and/or retaliation in writing and  
2 orally;

3 (iv) provide for a full and effective investigation of all complaints as well as  
4 appropriate remedies for addressing violations of EEO policy, up to and  
5 including termination; and  
6

7 (v) indicate that, promptly upon the conclusion of its investigation of a  
8 complaint, Oberto will communicate to the complaining party the results of  
9 the investigation determination.  
10

11 (b) Complaint Procedures.

12 (i) Oberto agrees to maintain a complaint procedure designed to encourage  
13 employees to come forward with complaints about violations of its  
14 discrimination, harassment and retaliation policy. As part of this policy,  
15 Oberto agrees that it shall provide its employees with convenient and  
16 reliable mechanisms for reporting incidents of discrimination, harassment  
17 and retaliation. Oberto will make every effort to keep complaints  
18 confidential to the extent possible.  
19

20 (ii) Oberto agrees that it shall make every effort to maintain the  
21 confidentiality of complaining parties and witnesses to the extent possible,  
22 which may vary depending on the nature of the complaint.  
23

24 (iii) Oberto agrees that it shall ensure that its policies and procedures  
25 provide that complaint handling and disciplinary procedures regarding all  
26

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1 complaints of discrimination, harassment and/or retaliation are investigated  
2 and addressed promptly. Oberto will provide for a full and effective  
3 investigation of all complaints as well as appropriate remedies for handling  
4 complaints upon an investigation determination up to and including  
5 termination. Oberto will promptly upon the conclusion of its investigation  
6 of a complaint, communicate to the complaining party the results of the  
7 investigation determination.  
8

9 (iv) Oberto agrees that it shall make its best effort to ensure that  
10 appropriate remedial action is taken to resolve complaints and to avoid the  
11 occurrence of incidents of discrimination, harassment and/or retaliation.  
12

13 Oberto further agrees that it shall provide for appropriate discipline  
14 including but not limited to, reprimands, demotion or termination, as  
15 possible consequences for violations of its discrimination, harassment and  
16 retaliation policies.  
17

18 (v) All reports of discrimination, harassment, and retaliation in violation of  
19 the law, and requests for accommodation received by Oberto must be  
20 documented and an employee of Oberto must ensure that all such reports  
21 and requests for accommodation have received a proper documented  
22 response.  
23

24 (c) Policies Designed To Promote Supervisor Accountability.

25 (i) Oberto agrees that it shall impose discipline designed to stop any  
26

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1 unlawful behavior, up to and including reprimands, demotion or  
2 termination upon any supervisor or manager who engages in discrimination  
3 or harassment or permits any such conduct to occur in his or her work area  
4 or among employees under his or her supervision, or who retaliates against  
5 any person who complains or participates in any investigation or  
6 proceeding concerning any such conduct. Oberto shall communicate this  
7 policy to all of its supervisors and managers.

8  
9 (ii) Oberto agrees that it shall continue to advise all managers and  
10 supervisors of their duty to actively monitor their work areas to ensure  
11 employees' compliance with the company's discrimination and harassment  
12 policies, their obligations to document and investigate and to report any  
13 incidents and/or complaints of discrimination, harassment and/or retaliation  
14 of which they become aware, in writing, to the Kent Human Resources  
15 Department.

16  
17 (iii) Oberto agrees that, in evaluating the performance and determining the  
18 compensation of managers and supervisors, it will take into account  
19 whether supervisors and managers take effective action to ensure  
20 appropriate behavior/ EEO policies are executed and followed at the Kent  
21 facility.  
22  
23

24 (d) Anti-Discrimination Training and Procedures

25 (i) Within sixty (60) days of the date of the effective date of this Consent  
26

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1 Decree, Oberto will distribute a written copy of its EEO policies to all  
2 employees, both management and non-management. Copies of the policies  
3 will be provided to employees hired thereafter within one week of their  
4 employment. Oberto will provide EEOC with a written copy of its EEO  
5 policies as part of its first annual report as provided in paragraph D.19  
6 below.

7  
8 (ii) Oberto agrees that it shall provide mandatory discrimination,  
9 harassment and retaliation training to all Kent facility employees within six  
10 (6) months, and agrees to provide mandatory harassment, discrimination,  
11 and retaliation training to all new employees during employee orientation.  
12 Thereafter, such training will occur yearly, and must include instruction on  
13 religious discrimination and the employer's reasonable accommodation  
14 obligations and/or sensitivity training regarding matters of cultural diversity  
15 in the workplace. An interpreter must be available to translate the training  
16 for Somali employees. EEOC will have an opportunity to review the  
17 training materials prior to the initial training date.

18  
19 (iii) Within sixty (60) days of the execution of this Consent Decree, and  
20 annually thereafter, and in addition to paragraph 19(d)(ii)above, Oberto  
21 agrees to provide management and supervisory employees at the Kent  
22 facility with one (1) hour training sessions which address EEO obligations  
23 of managers and supervisors including the duty to investigate, report and  
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1 respond to complaints of discrimination and requests for reasonable  
2 accommodation.

3 (iv) Oberto will notify the EEOC of the completion of all training and will  
4 specify the names and job titles of the employees who participated in and  
5 completed the training as part of its semi-annual reporting to the EEOC.  
6

7 (e) Interpreter services for employees with Somali as primary language

8 Where there is a communication concerning personnel related issues between a  
9 management representative of Oberto and any employee whose primary language  
10 is Somali, Defendant will assure the Somali employee of his or her right to have an  
11 interpreter present. Defendant will make a sincere effort and take all steps  
12 necessary to assure itself that management communications with Somali employees  
13 have been understood by such employees.  
14

15 **D. Reporting**

16  
17 20. Six months following the entry of this Decree and every six months thereafter for the  
18 duration of the Decree, Oberto will send the EEOC a written report of Kent facility individuals  
19 who, during the prior six- month period, complained of religious discrimination or made a request  
20 for religious accommodation to Oberto and/or to a governmental agency, along with an  
21 explanation as to Defendant's response. Oberto also shall affirm steps taken to comply with all  
22 other terms of the Decree.  
23

24 21. Oberto shall submit a final report to EEOC 30 days before the Consent Decree  
25 expires, including a statement that it has complied with all the terms of this Consent Decree.  
26

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**E. Posting**

22. Within two (2) weeks after entry of this Decree, Oberto shall post a notice in the form of Exhibit A attached to this Decree in prominent and conspicuous locations in or near the employee lunchroom/breakroom or other place within Oberto's Kent facility premises where employees tend to gather. The notice shall be posted in both English and Somali. The notice shall remain posted for the duration of this Decree. In the event that the persons and/or departments to whom individuals should make complaints alleging discrimination or retaliation change during the term of the Decree, such that the information contained on the notice is no longer accurate, Oberto shall immediately notify the EEOC's so it may prepare a new notice that contains the correct information. Oberto shall upon receipt of the new notice promptly replace the old notices with the revised notices. Oberto shall notify its managers and supervisors that they become aware or if they are informed that the notice has been prematurely removed, that manager shall re-post the notice within 48 hours.

**VIII. ENFORCEMENT**

23. If the EEOC concludes that Oberto has breached this agreement, it may bring an action in the United States District Court for the Western District of Washington at Seattle to enforce this Consent Decree. Before bringing an action for breach of the Decree, the EEOC shall first give the company a 30-day written notice. The EEOC and the company shall use that 30-day period for good faith efforts to resolve the matter.

**IX. RETENTION OF JURISDICTION**

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1 24. The United States District Court for the Western District of Washington at Seattle  
2 shall retain jurisdiction over this matter for the duration of the Decree.

3 **X. DURATION AND TERMINATION**

4  
5 25. This Decree shall be in effect for five (5) years, commencing with the date the Decree  
6 is filed. If the EEOC petitions the Court for breach of agreement, and the Court finds the  
7 company to be in violation of the terms of the Consent Decree, the Court may extend this  
8 Consent Decree.

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24 **XI. CONCLUSION**

25 26. The provisions of this Consent Decree are not binding on the parties until the

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1 authorized representatives of each party sign and the court enters the consent decree in the court.

2 Dated this 8<sup>th</sup> day of June, 2005

3 A. LUIS LUCERO, JR.  
4 Regional Attorney  
5 KATHRYN OLSON  
6 Supervisory Trial Attorney

ERIC S. DREIBAND  
General Counsel  
JAMES D. LEE  
Deputy General Counsel  
GWENDOLYN YOUNG REAMS  
Associate General Counsel

7 EEOC  
8 Seattle District Office  
9 909 First Avenue, Suite 400  
10 Seattle, Washington 98104  
11 Telephone 206.220.6895  
12 Kathryn.Olson@eeoc.gov

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

11 BY: /s/ Kathryn Olson

12 Attorneys for Plaintiff

14 KIMBERLY M. MEYERS  
15 KARIN E. VALAAS  
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18 Seattle, WA 98101  
19 Telephone 206.223.3984  
20 MeyersK@LanePowell.com

19 BY: /s/ Kimberly M. Meyers

20 Attorneys for Defendant

21  
22  
23 **NOTICE TO ALL EMPLOYEES**

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25  
26  
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1 This notice is being posted pursuant to an agreement between Oberto Sausage  
2 Company and the Equal Employment Opportunity Commission, entered as the result  
3 of a settlement of a lawsuit pending in the U.S. District Court for the Western  
4 District of Washington at Seattle, Civil No. CV05-25C.

5 Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination  
6 in Employment Act of 1967, the Equal Pay Act of 1963, and the Americans with  
7 Disabilities Act of 1990 are enforced by the EEOC and require the following:

8 That there be no discrimination against any employee or applicant for  
9 employment because of the employee's race, sex, color, religion,  
10 national origin, age (over age 40), or disability with respect to hiring,  
11 firing, compensation, or other terms, conditions or privileges of  
12 employment.

13 It is an unlawful employment practice for an employer to retaliate against any  
14 employees or applicants for employment because they have opposed a  
15 practice or because they have made a charge, testified, assisted, or partici-  
16 pated in any manner in an investigation, proceeding, or hearing under these  
17 statutes.

18 Oberto Sausage Co. has posted this notice because the company supports and  
19 will comply with these federal laws in all respects and will not take any retaliatory  
20 action against employees because they have exercised their rights under the law.

21 DATED \_\_\_\_\_

22 Oberto Sausage Company

23 By: \_\_\_\_\_

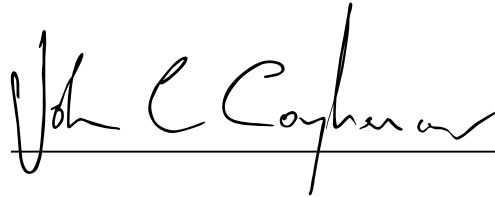
24 **EXHIBIT A**  
25 **ORDER**

26 The Court, having considered the foregoing stipulated agreement of the parties, HEREBY  
27 ORDERS THAT the foregoing Consent Decree be, and the same hereby is, approved as the final  
28

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1 decree of this Court in full settlement of this action. This lawsuit is hereby dismissed with  
2 prejudice and without costs or attorneys' fees to any party, except as provided by the Rule 68  
3 Judgment. The Court retains jurisdiction of this matter for purposes of enforcing the Consent  
4 Decree approved herein.  
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6 DATED this 1st day of July, 2005.

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10 The Honorable John C. Coughenour  
11 UNITED STATES DISTRICT JUDGE  
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