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UNITED STATES DISTRICT COURT  
DISTRICT OF IDAHO

UNITED STATES COURTS  
DISTRICT OF IDAHO

JUL 23 2002

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FILED

**FAX FILED**

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

v.

SINCLAIR OIL CORPORATION  
d/b/a SUN VALLEY COMPANY,

Defendant.

JENNIFER CRICK,

Plaintiff-Intervenor,

v.

SINCLAIR OIL CORPORATION, a Wyoming  
Corporation; SUN VALLEY COMPANY, a  
Wyoming Corporation; and MIKE FEDERKO  
and AMY FEDERKO, Individuals, and their  
marital community,

Defendants.

CIVIL NO. 01-0499-S-BLW

CONSENT DECREE

## **I. INTRODUCTION**

1. This action originated with a charge of discrimination Jennifer Crick filed with the Equal Employment Opportunity Commission ("EEOC"). The charge alleged that defendant Sinclair Oil Corp. dba Sun Valley Co. ("Sinclair"), engaged in unlawful employment practices at its Sun Valley Resort facility in Idaho in violation of §§ 703 and 704(a) of Title VII, 42 U.S.C. §§ 2000e-2 and -3 (Title "VII") by affecting the terms and conditions of her employment and by failing to rehire Ms. Crick in retaliation for her engaging in statutorily protected activity.

2. The EEOC sent defendant a Letter of Determination with a finding there was reasonable cause to believe that Ms. Crick's allegations were true as to failure to rehire but not as to terms and conditions of employment.

3. The Commission filed this lawsuit on September 26, 2001 in the United States District Court for the District of Idaho. Defendant has denied these claims.

4. The parties want to conclude the claims arising out of Ms. Crick's charge, the EEOC's determination, and this action without expending further resources in contested litigation.

## **II. NONADMISSION OF LIABILITY AND NONDETERMINATION BY THE COURT**

5. This consent decree is not an adjudication or finding on the merits of this case and shall not be construed as an admission by the defendant of a violation of Title VII.

### **III. SETTLEMENT SCOPE**

6. This consent decree is the final and complete resolution of all allegations of unlawful employment practices contained in Jennifer Crick's discrimination charge, in the EEOC's Letter of Determination, and in the EEOC complaint filed in this action, including all claims by the parties for attorney fees and costs. The terms of this consent decree apply to defendant's Sun Valley Resort facility only.

### **IV. MONETARY RELIEF**

7. In settlement of this suit, defendant agrees to pay Jennifer Crick \$30,000 for nonpecuniary compensatory damages in settlement and satisfaction of all claims for monetary relief in this action. In return, Ms. Crick is negotiating and will execute a release agreement with defendant, to which the EEOC is not a party, in full satisfaction of all claims related to or arising out of her employment.

### **V. INJUNCTIVE RELIEF**

#### **A. General Provisions**

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

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

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

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

11. Defendant has prior to this litigation implemented and will continue to maintain a written equal employment opportunity policy applicable to its Sun Valley Resort facility ("Sun Valley Resort policy") which sets forth the requirements of federal laws against employment discrimination and specifically those provisions which make retaliatory discrimination unlawful.

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

13. Prior to this litigation the Sun Valley Resort policy contained and will continue to include an internal complaint procedure for employees to report suspected incidents of discrimination so that the defendant can investigate and take appropriate action if it determines that any employee has violated its EEO policy.

14. The internal complaint procedure does and will continue to include the following provisions:

- a. A list of the appropriate persons to whom an individual should report allegations of discrimination in the workplace.
- b. An explanation of how to make a complaint and what an

investigation will involve, including informing the affected individuals of the outcome of the investigation.

15. The defendant will submit a copy of its Sun Valley Resort policy and procedures for the EEOC within forty-five days of the date of entry of this decree. The defendant will distribute the policy to all present and future employees at the Sun Valley Resort, both management and non-management.

**C. Posting Notice**

16. The defendant will post the notice attached as Exhibit 1 to this consent decree. The notice shall be posted on a centrally located bulletin board in defendant's Sun Valley Resort facilities where notices to employees are normally posted or where employees will see the notice for the duration of the consent decree. The defendant will also post in the same location a copy of the EEO policy referenced in paragraph 11.

**D. Expunging Records**

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

18. Defendant will expunge from the personnel file of Ms. Crick any references to a charge of discrimination against defendant and this lawsuit. Further, defendant will restore Ms. Crick's personnel file to reflect its contents as of the date of her resignation of employment on May 7, 1999. If Ms. Crick wishes to do so, defendant will permit her to review her personnel file within thirty (30) days after the entry of this Consent Decree to insure that all such references have been expunged. Defendant will

not add any information or references to Ms. Crick's personnel file or records regarding her charge of discrimination and this lawsuit after such references have been expunged.

**E. Training**

19. During the term of this consent decree, Sinclair will provide at least six hours of employment discrimination training annually for its managers at the Sun Valley Resort, specifically including topics related to retaliation. Defendant may, at its discretion, concurrently with this training provide instruction on other employment discrimination issues. The first training will take place within sixty days of entry of this consent decree. The second training will take place within sixty days after the one-year period following entry of this consent decree. The form and content of the training events will be subject to prior review by the EEOC, and the cost of training shall be borne by defendant.

20. The defendant will provide to the EEOC a list of attendees of the training provided pursuant to paragraph 19, an evaluation form filled out and signed by each attendee, and a copy of the training materials and handouts with the reports required in paragraph 19.

**F. Reporting**

21. Six months after entry of this decree, and every six months thereafter for the term of the decree, the defendant will provide a report to the Commission with the following information:

- a. A summary of any complaints alleging conduct at the Sun Valley

Resort constituting a violation of laws against discrimination on the basis of retaliation, age, sex, race, national origin, religion, disability, color or pay disparity under the Equal Pay Act.

b. The report will also include copies of the attendee lists, evaluations, and materials generated by the training required by paragraphs 19-20.

c. The defendant will also include in the report a statement listing the other provisions of this decree that it is required to perform during the preceding period and certifying that it has complied with the terms of the decree. If the defendant has not complied with any term of the decree, the statement will specify the areas of noncompliance, the reason for the noncompliance, and the steps taken to bring the defendant into compliance.

## **VI. ENFORCEMENT**

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

## **VII. TERMINATION OF DECREE**

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



DATED this 23<sup>rd</sup> day of July, 2002.

Respectfully submitted,

A. LUIS LUCERO, JR.  
Regional Attorney

GWENDOLYN REAMS  
Associate General Counsel

JOHN F. STANLEY  
Acting Supervisory Trial Attorney

BY: A. Luis Lucero Jr.

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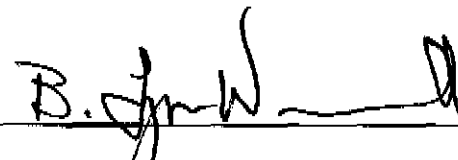
BY: [Signature]

Attorneys for Defendant

**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 hereby 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 29<sup>th</sup> day of July, 2002.

  
UNITED STATES DISTRICT JUDGE

**NOTICE TO ALL EMPLOYEES**

This notice is being posted pursuant to an agreement between SINCLAIR OIL CORP. dba SUN VALLEY CO. and the United States Equal Employment Opportunity Commission.

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

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

It is an unlawful employment practice for an employer to retaliate against any employees or applicants for employment because they have opposed a practice or because they have made a charge, testified, assisted, or participated in any manner in an investigation, proceeding or hearing under these statutes.

Sinclair will continue its program to train managers at the Sun Valley Resort regarding the requirements of the above statutes, with particular emphasis on retaliatory discrimination.

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

DATED: \_\_\_\_\_

SINCLAIR OIL CORP.  
SUN VALLEY CO.

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United States District Court  
for the  
District of Idaho  
July 29, 2002

\* \* CLERK'S CERTIFICATE OF MAILING \* \*

Re: 1:01-cv-00499

I certify that a copy of the attached document was mailed or faxed to the following named persons:

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☐ Judge Edward J. Lodge  
☐ Chief Magistrate Judge Larry M. Boyle  
☒ Magistrate Judge Mikel H. Williams

Cameron S. Burke, Clerk

Date: 7-29-02

BY: WM  
(Deputy Clerk)