

04-CV-01792-RPT

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

SOUND PARKING, INC.,

Defendant.

CASE NO. CV4-1792L

CONSENT DECREE AND
[PROPOSED] ORDER

I. INTRODUCTION

1. This action originated with a charge of employment discrimination that Omar Hashi filed with the Equal Employment Opportunity Commission ("the Commission" or "EEOC") on September 12, 2003. The charge alleged that Sound Parking, Inc. ("the company") harassed Mr. Hashi because of his race, and terminated him in retaliation for his complaint of discrimination, in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e ("Title VII"). EEOC found reasonable cause to believe the charge to be true and so issued an administrative finding on both issues.

2. Following the issuance of a Letter of Determination and the failure of conciliation efforts, the Commission filed a lawsuit under Title VII against the company on August 17, 2004.

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1 The EEOC's lawsuit alleges only retaliatory termination. The company denies the EEOC's
2 allegations.

3 3. The parties want to conclude the claims arising out of the charges, the
4 Commission's determinations with regard to the charges, and the lawsuit arising from the
5 charges, without expending further resources in contested litigation.

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

7 4. This consent decree is not an adjudication or finding on the merits of this case and
8 shall not be construed as an admission by the company of a violation of any law.

9 **III. SETTLEMENT SCOPE**

10 5. This consent decree is the final and complete resolution of all allegations of
11 unlawful employment practices included in the charge, in the Commission's Letter of
12 Determination, and in the Commission's complaint, including all claims for attorney fees and
13 costs. The injunctive relief provisions of this consent decree apply to all of the company's
14 facilities in the state of Washington.

15 **IV. MONETARY RELIEF**

16 6. In settlement of this suit, the company agrees to pay a total of \$57,500.00 to Mr.
17 Hashi in settlement and satisfaction of all claims for monetary relief which were or could have
18 been asserted in the case by him. Payment of settlement proceeds to Mr. Hashi will be made in
19 the following manner:

20 a. Mr. Hashi will be required to sign a "Settlement Agreement and Release
21 of All Claims" in a form that is satisfactory to all parties.

22 b. Upon receipt by the company of the executed "Settlement Agreement and
23 Release of All Claims," the company shall issue a check for the above mentioned
24 amount, representing general damages. This check shall be made payable to:
25 MacDonald Hoague and Bayless in Trust for Omar Hashi. The Company will
26 also timely issue to MacDonald Hoague and Bayless a Form 1099 for tax

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1 purposes. Both the check and 1099 shall be delivered to:

2 Jesse Wing
3 MacDonald Hoage and Bayless
4 1500 Hoge Building
705 2nd Avenue
Seattle, Washington 98104

5 **V. INJUNCTIVE RELIEF**

6 **A. General Provisions**

7 7. The company reaffirms its commitment to continue to comply with the
8 requirements of Title VII and all other federal laws against discrimination in its employment
9 decisions. To further this commitment, it shall monitor its affirmative obligations under this
10 consent decree.

11 8. The company shall not retaliate against any current or former employee for
12 opposing any practice made unlawful by Title VII. Nor shall the company retaliate against any
13 current or former employee for making a charge or for testifying, assisting, or participating in any
14 investigation, proceeding, or hearing associated with the case.

15 9. The company will expunge from Mr. Hashi's records all references to his charge of
16 discrimination or to its outcome. The company will confirm dates of employment for Mr. Hashi
17 if requested by a potential employer and will not refer to his charge of discrimination.

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

19 10. Within thirty (30) days after entry of this consent decree, the company shall
20 revise any existing anti-discrimination policy to conform to the provisions of this consent decree.
21 The EEOC will provide proposed language for the company to consider and shall approve of the
22 form of the revised policy.

23 11. Within fourteen (14) days after the Commission's approval of a revised anti-
24 discrimination policy, as required by ¶ 10, above, the company shall disseminate the policy to all
25 incumbent employees and shall post a copy of the policy on a centrally located bulletin board, or
26 other reasonable location, to which all staff at a particular location have access.

1 **C. Training**

2 12. The company will provide at least three hours of employment discrimination
3 training, including training on retaliation issues, annually for its managers and supervisors.
4 Additionally, the company will provide a training video on EEO topics to all existing employees
5 and all new-hires. Supervisors will then conduct follow-up sessions with each employee to
6 ensure they understood the material and to answer any questions. The EEOC will provide a list
7 of proposed videos from which the company can choose if it wants.

8 **D. Reporting**

9 13. Six (6) months after entry of this consent decree and every six (6) months for the
10 term of this consent decree, the company shall provide a report to the Commission on the
11 company's compliance with the consent decree. The compliance report shall include the
12 following:

13 (a) a summary of complaints of retaliation, if any, in any facility covered by this
14 consent decree and any resulting internal investigations conducted pursuant to the
15 company's revised anti-discrimination policies during the preceding six-month
16 period. The report will describe the resolution of each complaint.

17 (b) copies of the attendee lists, evaluations, and materials for all supervisory
18 training required by this consent decree and acknowledgment that all non-
19 supervisory employees have received the video training.

20 If the company has not complied with any term of the consent decree, the company shall
21 provide a statement specifying the areas of noncompliance, the reason(s) for the noncompliance,
22 and the steps taken to bring the company into compliance.

23 **VI. ENFORCEMENT**

24 14. The United States District Court for the Western District of Washington shall
25 retain jurisdiction over this matter for the duration of the consent decree. If the Commission
26 concludes that the company has breached any of the above provisions, it shall give the company
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1 prompt written notification of the alleged breach. The parties shall attempt to resolve the dispute
2 for a period not to exceed thirty (30) days after the Commission's notification of the alleged
3 breach. If the Commission is unable to resolve the dispute to its satisfaction, the Commission
4 may bring an action to enforce this consent decree.

5 **VII. TERMINATION OF DECREE**

6 15. This consent decree shall be in effect for two years commencing with the date the
7 Court enters the consent decree. If the Commission petitions the Court and the Court finds the
8 company to have violated the terms of the consent decree, the Court may extend the period of the
9 consent decree and award the Commission its costs in bringing an enforcement action.

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DATED this 27th day of January, 2005.

A. LUIS LUCERO, JR.
Regional Attorney

ERIC S. DRIEBAND
General Counsel

JOHN F. STANLEY
Acting Supervisory Trial Attorney

JAMES L. LEE
Deputy General Counsel

LISA COX
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GWENDOLYN YOUNG REAMS
Associate General Counsel

BY: /s/ A. Luis Lucero, Jr.

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Office of the General Counsel
1801 "L" Street NW
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Attorneys for Plaintiff EEOC

Dated: January 25th, 2005

WINTERBAUER & DIAMOND
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1200 Fifth Avenue, Ste. 1900
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BY: /s/ Kenneth J. Diamond

Attorneys for Defendant

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ORDER

The Court, having considered the foregoing stipulated agreement of the parties, HEREBY ORDERS 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 28th day of January, 2005.

MA S Casnik
UNITED STATES DISTRICT JUDGE