

The Honorable Ricardo S. Martinez

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UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	CIVIL NO. CV03-2903RSM
)	
Plaintiff,)	CORRECTED CONSENT DECREE
)	AND ORDER
v.)	
)	[PROPOSED]
OREGON ELECTRIC CONSTRUCTION, INC.,)	
d/b/a WASHINGTON ELECTRIC GROUP)	
)	
Defendant.)	

I. INTRODUCTION

1. This action originated with a charge of employment discrimination filed with the Washington State Human Rights Commission ("WSHRC") and the Equal Employment Opportunity Commission ("the Commission") on March 12, 2001 by Laura K. Lindberg ("Charge"). The Charge alleged that Oregon Electric Construction, Inc., d/b/a Washington Electric Group ("the Company") terminated Ms. Lindberg because of her pregnancy in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e ("Title VII") and Washington State Law Against Discrimination. WSHRC found reasonable cause to believe the Charge to be

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1 true and transferred the case to EEOC. EEOC adopted WSHRC's reasonable cause finding as to
2 Charging Party Lindberg but also found reasonable cause to believe that Jennifer Wilkerson was
3 a similarly situated class member who was also discriminated against when she was
4 constructively discharged because of her pregnancy. The Company denies that it discriminated
5 against Ms. Lindberg, Ms. Wilkerson or any other employee in any manner.

6 2. Following the issuance of a Letter of Determination and the failure of conciliation
7 efforts, the Commission filed a lawsuit under Title VII against the Company on September 24,
8 2003.

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

12 **II. NONADMISSION OF LIABILITY AND**
13 **NONDETERMINATION BY THE COURT**

14 4. This Consent Decree is not an adjudication or finding on the merits of this case
15 and shall not be construed as an admission by the Company of a violation of any law.

16 **III. SETTLEMENT SCOPE**

17 5. This Consent Decree is the final and complete resolution of all allegations of
18 unlawful employment practices included in the Charge, in the Commission's Letters of
19 Determination and in the Commission's complaint filed in the case that were or could have been
20 brought based on the administrative charge, including all individual and all class claims, as well
21 as claims by the parties and/or class members for attorney fees and costs. The injunctive relief
22 provisions of this Consent Decree apply to the Company's corporate office in Portland, Oregon
23 and is final and binding as to all such issues and claims.

24 **IV. MONETARY RELIEF**

25 6. In settlement of this suit, the Company agrees to pay Forty Thousand Dollars and
26 No Cents (\$40,000.00) to Ms. Lindberg and Twenty Thousand Dollars and No Cents
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1 (\$20,000.00) to Ms. Wilkerson in settlement and satisfaction of all claims for monetary relief
2 which were or could have been asserted in the case by them. Payment of settlement proceeds to
3 Ms. Lindberg and Ms. Wilkerson will be made in the following manner:

4 a. Ms. Lindberg, Ms. Wilkerson and the company will enter into a private
5 release agreement to which the EEOC is not a party.

6 b. Only upon receipt by the Company of the signed release agreements, will
7 the Company, within either fourteen days or the next date payroll checks are
8 normally issued by the Company, whichever is later, issue a check in an amount
9 of \$40,000.00 to Ms. Lindberg and a check in the amount of \$20,000.00 to Ms.
10 Wilkerson, along with IRS 1099 Forms to each. The checks shall be mailed by
11 registered mail to Ms. Lindberg and Ms. Wilkerson at their current home
12 addresses.

13 c. Within 5 days of mailing the checks, the Company, through its attorney,
14 will verify the mailing by providing to the EEOC copies of the checks.

15 d. Ms. Lindberg and Ms. Wilkerson bear the ultimate responsibility for the
16 tax consequences of the payments received.

17 **V. INJUNCTIVE RELIEF**

18 **A. General Provisions**

19 7. The Company reaffirms its commitment to continue to comply with the
20 requirements of Title VII and all other federal laws against discrimination in its employment
21 decisions. To further this commitment, it shall monitor its affirmative obligations under this
22 Consent Decree.

23 8. The Company shall not retaliate against any current or former employee for
24 opposing any practice made unlawful by Title VII. Nor shall the Company retaliate against any
25 current or former employee for making a charge or for testifying, assisting, or participating in any
26 investigation, proceeding, or hearing associated with the case.

1 9. The Company will provide neutral employment references for Ms. Lindberg and
2 Ms. Wilkerson if requested by a potential employer, confirming their dates of employment. The
3 Company shall not refer to Ms. Lindberg's charge of discrimination or Ms. Wilkerson's
4 involvement in Ms. Lindberg's charge.

5 **B. Reaffirmation of EEO Policy and Procedures to Prevent Discrimination**

6 10. The Company agrees to reaffirm its anti-discrimination policy prohibiting
7 discrimination on the basis of race, sex (including pregnancy), national origin, color, religion,
8 age, and disability. The Company agrees to consider reasonable modifications to its anti-
9 discrimination policy identified by EEOC.

10 **C. Training**

11 11. The Company agrees it will conduct employment discrimination training for not
12 less than three (3) hours, including training on pregnancy discrimination, for its senior level
13 managers and operations team in the Company's Portland, Oregon location covered by this
14 Consent Decree. The Company has scheduled the training required by this paragraph for
15 February 28, 2005.

16 **D. Reporting**

17 12. Within thirty (30) days after the training described in paragraph 11 has occurred,
18 the Company's attorney will notify EEOC that the training was completed.

19 13. The Company further agrees to notify EEOC if the defendant opens an office in
20 Washington State within the next five (5) years.

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23 //

1 DATED this 9th day of February, 2005.

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3 JOHN F. STANLEY
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7 BY: /s/ A. Luis Lucero, Jr.

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11 Attorneys for Plaintiff EEOC

12 Dated: February 9, 2005

13 SUSSMAN SHANK, LLP

14
15 BY: /s/ Nena Cook
Nena Cook, WSBA No. 21697

16 Attorneys for Defendant

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