

ORIGINAL

THE HONORABLE EDWARD F. SHEA

FILED IN THE
U.S. DISTRICT COURT
EASTERN DISTRICT OF WASHINGTON

APR 25 2001

JAMES R. LARSEN, CLERK
RICHLAND, WASHINGTON DEPUTY

UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WASHINGTON
AT SPOKANE

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

V.

OCTON HOLDINGS INC., dba COMFORT
INN VALLEY,

Defendant.

CASE NO. CS-00-0356-EFS

CONSENT DECREE AND ORDER
DISMISSING ACTION

I. INTRODUCTION

1. This action originated with a charge of discrimination filed with the Equal Employment Opportunity Commission ("EEOC"). The charge alleged that the defendant, Octon Holdings, Inc., dba Comfort Inn Valley ("defendant"), engaged in unlawful employment practices at its Spokane, Washington Comfort Inn Valley facility in violation of §§ 703(a) of Title VII, 42 U.S.C. §§ 2000e-2 and the 1978 Pregnancy

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CLERK, U.S. DISTRICT COURT
SPOKANE, WASHINGTON

CONSENT DECREE - PAGE 1

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle District Office
909 First Avenue, Suite 400
Seattle, Washington 98104-1061
Telephone: (206) 220-6883
Facsimile: (206) 220-6911
TDD: (206) 220-6882

1 Discrimination Act amendments to Title VII, 42 U.S.C. § 2000e(k) (Title "VII") when it
2 terminated Ms. Wallace and others because of sex and pregnancy.

3 2. The EEOC sent the defendant a Letter of Determination with a finding
4 there was reasonable cause to believe that Ms. Wallace's allegations were true and that
5 it had violated Title VII as to Ms. Wallace.

6 3. The Commission filed this lawsuit on September 27, 2000 in the United
7 States District Court for the Eastern District of Washington.

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

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

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

16 **III. SETTLEMENT SCOPE**

17 6. This consent decree is the final and complete resolution of all
18 allegations of unlawful employment practices contained in Kerri Wallace's pregnancy
19 discrimination charge, in the EEOC's Letter of Determination, and in the complaint filed
20 in this action, including all claims by the parties for attorney fees and costs.

21 **IV. MONETARY RELIEF**

22 7. In settlement of this suit, the defendant agrees to pay Kerri Wallace
23 \$2,500.00 for back wages and \$10,000.00 in compensatory damages in settlement and
24 satisfaction of all claims for monetary relief in this action. Defendant will be solely
25 responsible for all withholdings and matching funds normally allocated to an employer

1 on the back wages portion of this settlement. Defendant agrees to mail two checks to
2 the recipient of these funds in the amounts stated above within 10 days of the entry of
3 this consent decree by the court. In return, Ms. Wallace will release defendant from all
4 claims arising out of this lawsuit.

5 **V. INJUNCTIVE RELIEF**

6 **A. General Provisions**

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

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

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

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

18 11. Defendant will implement a written equal employment opportunity
19 policy which sets forth the requirements of federal laws against employment
20 discrimination and specifically those provisions which make pregnancy discrimination
21 unlawful.

22 12. The policy will include a statement of defendant's commitment to
23 ensuring that the practices and the conduct of its employees will comply with the
24 requirements of federal laws against employment discrimination. It will include a
25 provision stating that those who violate the policy will be subject to appropriate

1 discipline, up to and including termination.

2 13. The policy will include an internal complaint procedure for employees to
3 report suspected incidents of discrimination so that the defendant can investigate and
4 take appropriate action if it determines that any employee has violated its EEO policy.

5 14. The internal complaint procedure will include the following provisions:

6 a. A list of the appropriate persons to whom an individual should
7 report allegations of discrimination in the workplace.

8 b. An explanation of how to make a complaint and what an
9 investigation will involve, including informing the affected individuals of the outcome of
10 the investigation.

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

15 **C. Posting Notice**

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

22 **D. Expunging Records**

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

1 18. Defendant will expunge from the personnel file of Ms. Kerri Wallace,
2 and any other records where such information is kept by defendant, any references to a
3 charge of discrimination against defendant and this lawsuit. If Kerri Wallace wishes to
4 do so, defendant will permit her to review her personnel file within thirty (30) days after
5 the entry of this Consent Decree to insure that all such reference have been expunged.
6 Defendant will not add any information or references to Ms. Kerri Wallace's personnel
7 file or records regarding her charge of discrimination and this lawsuit after such
8 references have been expunged.

9 **E. Training**

10 19. During the term of this consent decree, the defendant will provide at
11 least six hours of employment discrimination training annually for its managers in the
12 Washington state facilities, specifically including topics related to pregnancy
13 discrimination. The first training will take place within sixty days of entry of this consent
14 decree. The second training will take place within sixty days after the one-year period
15 following entry of this consent decree. The form, and content of the training events will
16 be subject to prior review by the EEOC and the cost of training shall be borne by
17 defendant.

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

22 **F. Reporting**

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

1 a. Defendant will provide a summary of the complaints of employment
2 discrimination if any, filed pursuant to the provisions of its EEO policy as set forth in
3 paragraphs 11-14 during the preceding six-month period. The report will describe the
4 resolution of each complaint.

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

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

13 VI. ENFORCEMENT

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

21 VII. TERMINATION OF DECREE

22 23. This decree shall be in effect for two years and 60 days commencing
23 with the date the decree is entered by the court. If the EEOC petitions the court and the
24 court finds the defendant to have violated the terms of this consent decree, it may
25

1 extend the period of this consent decree and award the Commission its costs in
2 bringing an enforcement action.

3 DATED this 12th day of April, 2001.

4 Respectfully submitted,

5 A. LUIS LUCERO, JR.
6 Regional Attorney

GWENDOLYN YOUNG REAMS
Associate General Counsel

7 KATHRYN OLSON
8 Supervisory Trial Attorney

9 CARMEN FLORES
Trial Attorney

10 BY: A. Luis Lucero 

11 EQUAL EMPLOYMENT OPPORTUNITY
12 COMMISSION
13 Seattle District Office
14 909 1st Avenue, Suite 400
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EQUAL EMPLOYMENT OPPORTUNITY
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Office of the General Counsel
1801 "L" Street, N.W.
Washington, D.C. 20507

15 Attorneys for Plaintiff

16
17 BY: _____

18
19 Bradford A. Steiner
20 Jason S. Kelley
STEINER NORRIS PLLC
21 2318 Second Avenue, Ste. 2000
Seattle, WA 98121

22 Attorneys for Defendant

1 bringing an enforcement action.

2 DATED this 3rd day of April, 2001.

3 Respectfully submitted,

4 A. LUIS LUCERO, JR.
5 Regional Attorney

GWENDOLYN YOUNG REAMS
Associate General Counsel

6 KATHRYN OLSON
7 Supervisory Trial Attorney

8 CARMEN FLORES
9 Trial Attorney

10 BY: _____

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14 Attorneys for Plaintiff

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16 BY: Jason S. Kelley

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18 Bradford A. Steiner
19 Jason S. Kelley
20 STEINER NORRIS PLLC
2318 Second Avenue, Ste. 2000
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21 Attorneys for Defendant

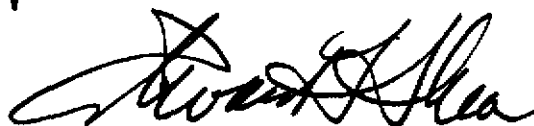
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MAIL ROOM

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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 23rd day of April, 2001.



UNITED STATES DISTRICT JUDGE

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CERTIFICATE OF SERVICE

I hereby certify that I served **Consent Decree and Order Dismissing Action** on:

Bradford A. Steiner
Jason S. Kelley
STEINER NORRIS PLLC
2318 Second Avenue, Suite 2000
Seattle, WA 98121

Attorneys for Defendant

by the following indicated method or methods:

- ☒ by **mailing** a copy thereof in a sealed, first-class postage-paid envelope, addressed to the attorney(s) listed above, and deposited with the United States Postal Service at Seattle, Washington, on the date set forth below.
- ☐ by **hand delivering** a copy thereof to the attorneys for Defendant listed above, on the date set forth below.
- ☐ by **sending via overnight courier** a copy thereof in a sealed, postage paid envelope, addressed to the attorney(s) listed above, on the date set forth below.
- ☐ by **faxing** a copy thereof to the attorney(s) at the fax number(s) shown above, on the date set forth below.

DATED this 18th day of April, 2001.

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION


VICTORIA RICHARDSON
Paralegal Specialist

CERTIFICATE OF SERVICE

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
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NOTICE TO ALL EMPLOYEES

This notice is being posted pursuant to a agreement between Octon Holdings, Inc., dba Comfort Inn Valley and the Equal Employment Opportunity Commission, entered as the result of a settlement of a pregnancy discrimination lawsuit pending in the federal district court for the Eastern District of Washington at Spokane, Civil No. CS-00-0356-EFS.

The EEOC enforces 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. The Pregnancy Discrimination Act is an amendment to Title VII of the Civil Rights Act of 1964. These statutes 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.

The Pregnancy Act specifically sets out that:

Discrimination on the basis of pregnancy, childbirth or related medical conditions constitutes unlawful sex discrimination under Title VII. Women affected by pregnancy or related conditions must be treated in the same manner as other applicants or employees with similar abilities or limitations.

An employer cannot refuse to hire a woman because of her pregnancy related condition as long as she is able to perform the major functions of her job. An employer cannot refuse to hire her because of its prejudices against pregnant workers or the prejudices of co-workers, clients or customers.

Octon Holdings, Inc., dba Comfort Inn Valley will institute a training program to train its managers regarding the provisions of the Pregnancy Discrimination Act.

This notice is being posted because Octon Holdings, Inc., dba Comfort Inn Valley supports and will comply with these federal laws in all respects.

Octon Holdings, Inc., dba Comfort Inn Valley

Dated: _____

BY: _____