

HONORABLE MARSHA J. PECHMAN

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MAR 8 - 2004

AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON DEPUTY  
BY

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

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,

Plaintiff,

v.

JERRY CHAMBERS CHEVROLET, INC

Defendant.

AMY SEAMAN,

Plaintiff in Intervention.

CIVIL ACTION NO. C03-0080P

CONSENT DECREE AND  
[Proposed] ORDER

I. INTRODUCTION

1. This action originated with discrimination charges filed by Amy Seaman with the Equal Employment Opportunity Commission and the Washington Human Rights Commission. Ms. Seaman alleged that Jerry Chambers Chevrolet, Inc. discriminated against her on the basis of sex by subjecting her to sexual harassment and retaliation for her complaints of discrimination, in violation of 703(a) of Title VII of the Civil Rights Act of 1964, as amended in 1991, 42 U.S.C. 2000e-2(a) and 704(a) of Title VII of the Civil Rights Act of 1964, as amended in 1991, 42

U.S. Equal Employment Opportunity Commission  
Seattle District Office  
909 First Avenue, Suite 400  
Seattle, WA 98104-1061  
Telephone: (206) 220-6883  
Facsimile: (206) 220-6911  
TDD: (206) 220-6885

Consent Dec



03-CV-00080-ORD

1 U.S.C. — 2000e-3(a).

2 2. The EEOC investigated Ms. Seaman—s allegations. The EEOC sent Jerry Chambers  
3 Chevrolet, Inc. a Letter of Determination with findings of reasonable cause that Jerry Chambers  
4 Chevrolet, Inc. had violated Title VII.

5 3. The Commission filed this lawsuit on January 15, 2003 in the United States District  
6 Court for the Western District of Washington on behalf of Ms. Seaman. Jerry Chambers  
7 Chevrolet, Inc. filed its Answer and Affirmative Defenses to the lawsuit on January 22, 2003.

8 4. The EEOC, Amy Seaman and Jerry Chambers Chevrolet, Inc. want to conclude all  
9 claims arising out of the above charges without expending further resources in contested  
10 litigation.

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

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

14 **III. SETTLEMENT SCOPE**

15 6. This Consent Decree is the final and complete resolution of all Title VII allegations of  
16 unlawful employment practices contained in: (1) the charges filed by Ms. Seaman; (2) the  
17 EEOC's administrative determination concerning Amy Seaman and Jerry Chambers Chevrolet,  
18 Inc.; (3) the Complaint filed herein by the EEOC on behalf of Ms. Seaman; and (4) the  
19 Complaint filed herein by Ms. Seaman, including all claims by the parties for attorney fees and  
20 costs.

21 **IV. JURISDICTION AND VENUE**

22 7. Jurisdiction is vested in this Court pursuant to 28 U.S.C. — 451, 1331, 1337, 1343 and  
23 1345. This action is authorized and instituted pursuant to Sections 706(f)(1) and (3) of Title VII  
24 of the Civil Rights Act of 1964, as amended, 42 U.S.C. — 2000e-5(f)(1) and (3) ("Title VII"),  
25 and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. — 1981a; and the Washington Law

1 Against Discrimination, RCW 49.60.010 *et seq.*

2 **V. DEFINITION OF TERMS**

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

4 8. "The Effective Date of the Consent Decree" is the date the United States District Court  
5 for the Western District of Washington at Seattle enters the Consent Decree and (Proposed)  
6 Order of Dismissal.

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

8 10. "Formal or Informal Complaints" includes any complaint of discrimination,  
9 harassment or retaliation, whether written or oral, made to a supervisory employee of Jerry  
10 Chambers Chevrolet, Inc.

11 **VI. MONETARY RELIEF**

12 11. In settlement of the EEOC and Amy Seaman's claims in this lawsuit, Jerry Chambers  
13 Chevrolet, Inc. has agreed to pay Amy Seaman Seventy Thousand Dollars (\$70,000).

14 **VII. INJUNCTIVE RELIEF**

15 **A. Compliance with Title VII**

16 12. Jerry Chambers Chevrolet, Inc. reaffirms its commitment to comply with Title VII.  
17 To further this commitment, the company shall monitor the affirmative obligations of this  
18 Consent Decree. The terms of this Consent Decree apply to all applicants and employees.

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

22 14. Jerry Chambers Chevrolet, Inc., its supervisors, and managers are hereby enjoined  
23 from engaging in personnel practices which unlawfully discriminate against applicants and  
24 employees in violation of Title VII. In recognition of its obligations under Title VII, Jerry  
25 Chambers Chevrolet, Inc. will institute the policies and practices set forth below.

1 **B. Expunging Records**

2 15. Defendant will not disclose any information or make references to any charges of  
3 discrimination or this lawsuit in responding to employment reference requests for information  
4 about Amy Seaman. In response to any inquiries regarding Amy Seaman, Jerry Chambers  
5 Chevrolet, Inc. shall provide employment references that include only dates of employment and  
6 positions held.

7 16. Defendant will expunge from Amy Seaman—s personnel files, any references to a  
8 charge of discrimination against Defendant and this lawsuit. Defendant will not add any  
9 information or references to Amy Seaman—s personnel files or records regarding her charge of  
10 discrimination and this lawsuit after such references have been expunged. Files containing  
11 information about Amy Seaman that have been developed during the subject litigation will be  
12 maintained at the offices of Defendant's counsel, Law Offices of Dan—l W. Bridges. Jerry  
13 Chambers Chevrolet, Inc. will make Amy Seaman—s personnel file available for inspection by  
14 counsel for Amy Seaman at the offices of Dan—l W. Bridges.

15 **C. Retention of Sexual Harassment Consultant to Develop Policy Against Sexual**  
16 **Harassment**

17 17. With the assistance of an independent sexual harassment consultant, Jerry Chambers  
18 Chevrolet, Inc. will implement the amended equal employment opportunity policy as agreed  
19 upon at mediation which sets forth the requirements of federal laws against employment  
20 discrimination and specifically those provisions which make sexual harassment unlawful and  
21 which make it unlawful to retaliate against any current or former employee for opposing any  
22 practice made unlawful by Title VII. (Attached hereto Exhibit A) The sexual harassment  
23 consultant will be retained, at Jerry Chambers Chevrolet, Inc.'s expense, to conduct an internal  
24 review and audit of the company's sexual harassment policy and complaint procedure. The  
25 sexual harassment consultant will be subject to the prior approval of the EEOC and the policy  
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1 and complaint procedure to be developed will address, at a minimum, the following statement of  
2 "Zero-Tolerance Policy":  
3

4 Jerry Chambers Chevrolet, Inc. is firmly committed to developing  
5 and maintaining a zero-tolerance policy concerning sex  
6 discrimination, sexual harassment and retaliation against  
7 individuals who report discrimination or harassment in the  
8 company's workplace; to swiftly and firmly responding to any acts  
9 of sex discrimination, sexual harassment or retaliation of which the  
10 company becomes aware; to implementing a disciplinary system  
11 that is designed to strongly deter future acts of sex discrimination,  
12 sexual harassment or retaliation; to eradicating any vestiges of a  
13 work environment that is sexually hostile to individuals; and to  
14 actively monitoring its workplace in order to ensure tolerance,  
15 respect and dignity for all people.

16 18. In order to effectuate the objectives embodied in Jerry Chambers Chevrolet, Inc.'s  
17 Zero-Tolerance Policy and this Decree, Jerry Chambers Chevrolet, Inc. shall maintain its existing  
18 policies, procedures, and practices in order to ensure that the following policies, procedures and  
19 practices are in effect:  
20

21 (a) Sex Discrimination and Harassment Policy. Jerry Chambers Chevrolet, Inc.  
22 agrees that it shall revise its sex discrimination and harassment policy, as  
23 necessary, in order to:  
24

- 25 (i) provide clear definitions and examples of prohibited sex  
26 discrimination, sexual harassment, and retaliation;  
27 (ii) provide for substantial and progressive discipline for incidents of sex  
28 discrimination, sexual harassment, and/or retaliation;  
(iii) provide that complaints of sex discrimination, sexual harassment  
and/or retaliation will be accepted by Jerry Chambers Chevrolet, Inc. in  
writing and orally;  
(iv) provide a timetable for reporting a complaint, for commencing an

1 investigation after a complaint is made or received and for remedial action  
2 to be taken upon conclusion of an investigation; and  
3 (v) indicate that, promptly upon the conclusion of its investigation of a  
4 complaint, Jerry Chambers Chevrolet, Inc. will communicate to the  
5 complaining party the results of the investigation and the remedial actions  
6 taken or proposed, if any.

7 (b) Complaint Procedures.

8 (i) Jerry Chambers Chevrolet, Inc. agrees that it shall institute a complaint  
9 procedure to ensure that it is designed to encourage employees to come  
10 forward with complaints about violations of its sex discrimination, sexual  
11 harassment and retaliation policy. As part of this policy, Jerry Chambers  
12 Chevrolet, Inc. agrees that it shall provide its employees with convenient,  
13 confidential and reliable mechanisms for reporting incidents of sex  
14 discrimination, sexual harassment and retaliation. Jerry Chambers  
15 Chevrolet, Inc. agrees that it shall designate at least two upper  
16 management employees charged with investigating such issues, as persons  
17 who may be contacted, and their names, responsibilities, work locations  
18 and telephone numbers shall be routinely and continuously posted. Also  
19 as part of its procedure, Jerry Chambers Chevrolet, Inc. agrees that it shall  
20 keep a Complaint Box in a place within Jerry Chambers Chevrolet, Inc.  
21 premises where employees tend to gather and which is not in the  
22 managerial area of Jerry Chambers Chevrolet, Inc.'s offices. The upper  
23 management employees designated by Jerry Chambers Chevrolet, Inc. as  
24 charged with investigating complaints of discrimination will gather the  
25 complaints from the Complaint Box. Additionally as part of its complaint  
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TDD: (206) 220-6888

1 procedure, Jerry Chambers Chevrolet, Inc. agrees that it shall maintain in  
2 its workplace the presence of personnel charged with handling complaints  
3 of sex discrimination, sexual harassment and retaliation.

4 (ii) Jerry Chambers Chevrolet, Inc. agrees that it shall enable complaining  
5 parties to be interviewed by Jerry Chambers Chevrolet, Inc. about their  
6 complaints in such a manner that permits the complaining party, at such  
7 party's election, to remain inconspicuous to all of the employees in such  
8 party's work area. Jerry Chambers Chevrolet, Inc. agrees that its complaint  
9 procedure shall not impose upon individuals seeking to make a complaint  
10 alleging sex discrimination, sexual harassment and/or retaliation any  
11 requirements that are more burdensome than are imposed upon individuals  
12 who make other complaints of comparable gravity.

13 (iii) Jerry Chambers Chevrolet, Inc. agrees that it shall ensure that its  
14 policies and procedures provide that complaint handling and disciplinary  
15 procedures regarding all complaints of sex discrimination, sexual  
16 harassment and/or retaliation are investigated and addressed promptly.  
17 Specifically, Jerry Chambers Chevrolet, Inc. agrees that it shall make its  
18 best effort to investigate all complaints of sex discrimination,  
19 sexually-based harassment and/or retaliation promptly and to complete  
20 investigations within three (2) weeks. Jerry Chambers Chevrolet, Inc. will  
21 further make its best effort to prepare its written findings of the results of  
22 each investigation and the remedial actions proposed within seven (7) days  
23 after completion of the investigation, and shall thereupon promptly  
24 communicate to the complaining party the results of the investigation and  
25 the remedial actions taken or proposed, if any.  
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1 (iv) Jerry Chambers Chevrolet, Inc. agrees that it shall make its best effort  
2 to ensure that appropriate remedial action is taken to resolve complaints  
3 and to avoid the occurrence of further incidents of sex discrimination,  
4 sexual harassment and/or retaliation. Jerry Chambers Chevrolet, Inc.  
5 further agrees that it shall provide for appropriate discipline including but  
6 not limited to, suspensions without pay, demotion or termination, as  
7 possible consequences for violations of its sex harassment policy.

8 (c) Policies Designed To Promote Supervisor Accountability.

9 (i) Jerry Chambers Chevrolet, Inc. agrees that it shall impose discipline  
10 designed to stop any unlawful behavior, up to and including suspension  
11 without pay, demotion or termination upon any supervisor or manager who  
12 engages in sexual harassment or permits any such conduct to occur in his  
13 or her work area or among employees under his or her supervision, or who  
14 retaliates against any person who complains or participates in any  
15 investigation or proceeding concerning any such conduct. Jerry Chambers  
16 Chevrolet, Inc. shall communicate this policy to all of its supervisors and  
17 managers.

18 (ii) Jerry Chambers Chevrolet, Inc. agrees that it shall continue to advise  
19 all managers and supervisors of their duty to actively monitor their work  
20 areas to ensure employees' compliance with the company's sex  
21 discrimination and harassment policy, and to report any incidents and/or  
22 complaints of sexual harassment and/or retaliation of which they become  
23 aware to the department charged with handling such complaints.

24 (iii) Jerry Chambers Chevrolet, Inc. agrees that, in evaluating the  
25 performance and determining compensation of managers and supervisors,  
26

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TDD: (206) 220-4888

1 it will take into account how supervisors and managers handle equal  
2 employment opportunity ("EEO") issues, and to link such evaluations to  
3 any supervisor or management base salary decisions.

4 (iv) Jerry Chambers Chevrolet, Inc. agrees that it shall include  
5 "commitment to equal employment opportunity" as a criterion for  
6 qualification for supervisory or management positions.

7 (d) Sexual Harassment Training.

8 (i) Jerry Chambers Chevrolet, Inc. agrees that it shall provide mandatory  
9 annual sex discrimination and sexual harassment training to all employees,  
10 including supervisors, managers and senior managers; to provide  
11 mandatory sex discrimination and sexual harassment training to all new  
12 employees during employee orientation; and to provide training to all  
13 persons charged with the handling of complaints of sex discrimination,  
14 sexual harassment and/or retaliation in the workplace, including the  
15 techniques for investigating and stopping it. This training shall include  
16 issues regarding sex discrimination as it may affect employees of Jerry  
17 Chambers Chevrolet, Inc. Jerry Chambers Chevrolet, Inc. understands and  
18 agrees that this training, particularly that directed towards senior  
19 management officials, may require one-on-one training, counseling and/or  
20 educational sessions. Jerry Chambers Chevrolet, Inc. agrees to require  
21 President, Jerry Chambers and General Manager, Chad Chambers, to  
22 undergo one on one training with a trainer or approved by the EEOC every  
23 six months for the year after the entry date of this consent decree. These  
24 training sessions must address issues of discrimination, harassment,  
25 retaliation, workplace sensitivity and appropriate managerial rolls thereof.  
26

(ii) Jerry Chambers Chevrolet, Inc. agrees that all training required by this Decree shall be conducted by experienced sex discrimination and sexual harassment educators and/or consultants. Jerry Chambers Chevrolet, Inc. agrees that the training outlined in this Decree shall begin with an initial assessment conducted by the educators and/or consultants and may include a broad assessment of Jerry Chambers Chevrolet, Inc.'s function as it interplays with the training issues outlined above. Jerry Chambers Chevrolet, Inc. understands that this assessment may result in policy or training recommendations beyond those required by this Decree, and that Jerry Chambers Chevrolet, Inc. shall be responsible for all costs associated with any assessment or training growing out of this Decree.

(iii) Jerry Chambers Chevrolet, Inc. agrees that it shall require a senior management official to introduce all sex discrimination and sexual harassment training to communicate Jerry Chambers Chevrolet, Inc.'s commitment to its statement of Zero-Tolerance Policy.

#### **D. Reporting**

19. Six months following the entry of this Decree and every six months thereafter for the duration of the Decree, Jerry Chambers Chevrolet, Inc. will send the EEOC a written report of individuals who complained of sexual harassment during the prior six-month period, along with an explanation as to Defendant's response to any complaint. Jerry Chambers Chevrolet, Inc. also shall affirm steps taken to comply with all other terms of the Decree including affirmation that Chad Chambers and Michael Zatine are undergoing counseling as provided in Paragraph 18 (d)(i).

20. Jerry Chambers Chevrolet, Inc. shall submit a final report to EEOC 30 days before the Consent Decree expires, including a statement that it has complied with all the

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TDD: (206) 220-6888

1 terms of this Consent Decree.

2 **E. Posting**

3 21. Within two (2) weeks after entry of this Decree, Jerry Chambers Chevrolet, Inc. shall  
4 post a notice in the form of Exhibit B attached to this Decree in prominent and  
5 conspicuous locations in or near the employee lunchroom or other place within Jerry Chambers  
6 Chevrolet, Inc. premises where employees tend to gather. The notice shall remain posted for the  
7 duration of this Decree. In the event that the persons and/or departments to whom individuals  
8 should make complaints alleging discrimination or retaliation change during the term of the  
9 Decree, such that the information contained on the notice is no longer accurate, Jerry Chambers  
10 Chevrolet, Inc. shall immediately prepare a new notice that contains the correct information.  
11 Jerry Chambers Chevrolet, Inc. shall thereupon promptly replace the old notices with the revised  
12 notices. Jerry Chambers Chevrolet, Inc. shall maintain a copy of this Decree in its Personnel  
13 Office for any employee who wishes to review it.

14 **VIII. ENFORCEMENT**

15 22. If the EEOC concludes that Jerry Chambers Chevrolet, Inc. has breached this  
16 agreement, it may bring an action in the United States District Court for the Western  
17 District of Washington at Seattle to enforce this Consent Decree. Before bringing an  
18 action for breach of the Decree, the EEOC shall first give the company and its attorneys 10 days'  
19 written notice, with such period to commence on the date written notice is received. The EEOC  
20 and the company shall use that 10-day period for good faith efforts to resolve the matter.

21 **IX. RETENTION OF JURISDICTION**

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

24 **X. DURATION AND TERMINATION**

25 24. This Decree shall be in effect for four (4) years, commencing with the  
26

1 date the Decree is filed. If the EEOC petitions the Court for breach of agreement, and  
2 the Court finds the company to be in violation of the terms of the Consent Decree, the  
3 Court may extend this Consent Decree.

4 **XI. CONCLUSION**

5 25. The provisions of this Consent Decree are not binding on the parties until  
6 the authorized representatives of each party sign and the court enters the consent  
7 decree in the court.

8  
9 DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2004.

10  
11 A. LUIS LUCERO, JR.  
12 Regional Attorney

ERIC S. DREIBAND  
General Counsel

13 KATHRYN OLSON  
14 Supervisory Trial Attorney

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16 Supervisory Trial Attorney

GWENDOLYN YOUNG REAMS  
Associate General Counsel

17 TERI HEALY  
18 Trial Attorney

19 BY: s/ Teri Healy

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21 COMMISSION  
22 Seattle District Office  
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24 Seattle, Washington 98104  
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Office of the General Counsel  
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Washington, D.C. 20507

27  
28 Attorneys for Plaintiff

//  
//

1  
2 BY: s/ Dan + W. Bridges

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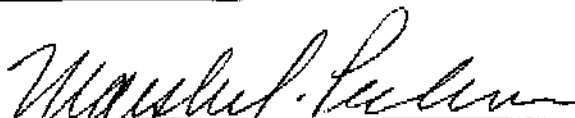
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19 Attorneys for Plaintiff in Intervention

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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 6 day of March, 2004.



\_\_\_\_\_  
\_\_\_\_\_  
The Honorable Marsha J. Pechman  
UNITED STATES DISTRICT JUDGE

## **SEXUAL HARASSMENT AND DISCRIMINATION**

This dealership is committed to a discrimination-free working environment, including a working environment free of harassment based upon sex, race, national origin, religion, age, marital status, or presence of a disability. Discrimination and harassment based upon membership in one of the protected categories are illegal. As a result, the dealership has established a **Zero Tolerance Policy** against sexual harassment and discrimination.

### **WHAT IS SEXUAL HARASSMENT?**

Sexual Harassment includes using sexually explicit or degrading words to describe an individual; sexually-explicit jokes; comments about a person's body; questions about a person's sexual activities or a description of your sexual activities; exposing of genitals, buttocks or female breast; leering, sexually-oriented gestures, staring at a person's breasts or crotch, touching another person's body unnecessarily; displaying sexual pictures, writings or devices; and continued requests for a date after a rejection. A good rule of thumb is:

**If you wouldn't want someone in the work place acting or talking to your spouse, parent, or children the way you were about to, DON'T DO IT YOURSELF.**

### **WHAT IS OTHER IMPERMISSIBLE HARASSMENT?**

Other impermissible harassment includes words, gestures, stories, jokes or nicknames that are derogatory, demeaning or insulting about a person based upon his/her race, national origin, sex, disability, age, marital status, or religion. It includes treating someone less well in opportunities for work, promotion, shifts, overtime or other terms and conditions of employment because of his/her race, national origin, sex, age, religion, marital status or disability. Retaliation against a person for having made a complaint of discrimination or harassment is also illegal.

A person who participates in harassment or discrimination is personally liable for that harassment or discrimination.

**ALL DEALERSHIP MANAGERS ARE RESPONSIBLE FOR ENFORCING THE DEALERSHIP'S POLICY AGAINST SEXUAL HARASSMENT AND DISCRIMINATION.**

**VIOLATION OF THIS ZERO TOLERANCE POLICY WILL LEAD TO SERIOUS DISCIPLINE, UP TO AND INCLUDING IMMEDIATE TERMINATION.**

### **HOW CAN I REPORT HARASSMENT OR DISCRIMINATION?**

Report any incident of discrimination or sexual harassment to your manager or any other dealership manager in writing or orally. You are welcome to report directly to the dealer. We can't stop inappropriate activities unless we know about them. All complaints will be



## **NOTICE TO EMPLOYEES**

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The U.S. Equal Employment Opportunity Commission and Jerry Chambers Chevrolet, Inc. have agreed to a Consent Decree that has been entered pursuant to an Order of the Court. This notice has been posted pursuant to the Order.

Federal law and the Consent Decree prohibit discrimination against any individual because of his or her sex, including sexual harassment.

Federal law also prohibits retaliation against any individual by an employer because the individual complains of discrimination, cooperates with any Jerry Chambers Chevrolet, Inc. or Government investigation of a charge of discrimination, participates as a witness or potential witness in any investigation or legal proceeding, or otherwise exercises his or her rights under the law.

Any employee who is found to have retaliated against any other employee because such employee participated in this lawsuit will be subject to substantial discipline up to and including immediate discharge.

Should you have any complaints of discrimination, including sexual harassment, you should contact Chad Chambers at 360.733.7997 x 332 or Barbara Griffin at 360.733.7997 x322.

Employees also have the right to bring complaints of discrimination or harassment to the U.S. Equal Employment Opportunity Commission, Seattle District Office at 909 1<sup>st</sup> Avenue, Suite 400, Seattle, WA 98104-1061, 206.220.6883, 1800.669.4000, or the Washington State Human Rights Commission at 711 S. Capitol Way, Suite 402, Olympia, WA 98504-2490, 360.753.6770.

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**THIS NOTICE SHALL REMAIN PROMINENTLY POSTED IN THE BREAK ROOM AT JERRY CHAMBERS CHEVROLET, INC. UNTIL FEBRUARY 2008. THIS OFFICIAL NOTICE SHALL NOT BE ALTERED, DEFACED, COVERED OR OBSTRUCTED BY ANY OTHER MATERIAL.**