

THE HONORABLE RICARDO S. MARTINEZ

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	CIVIL ACTION No. CV05-01642 RSM
Plaintiff,)	
v.)	
)	
GLOBAL IMAGING SYSTEMS, INC., d/b/a)	[PROPOSED] AMENDED CONSENT
QUALITY BUSINESS SYSTEMS,)	DECREE
)	
Defendant.)	
)	
)	
)	

I. INTRODUCTION

1. This action originated when Anna Martinsen (f/k/a "Anna Chambers") filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC") on June 4, 2004. Ms. Martinsen alleged that Global Imaging Systems, Inc., d/b/a Quality Business Systems ("QBS") violated Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et seq. (Title VII) when it subjected her to sexual harassment starting in December 2003, constructively

AMENDED CONSENT DECREE – 1
(CV05-01642-RSM)

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
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1 discharged her in January 2004 in retaliation for her sexual harassment complaint, and then
2 continued the retaliation against her with respect to her subsequent employment.

3 2. On June 23, 2005, the EEOC issued a letter of determination with a finding of
4 reasonable cause to believe that QBS violated Title VII. Thereafter, EEOC attempted to
5 conciliate the charge and the conciliation was unsuccessful.

6 3. The EEOC filed its Complaint on September 28, 2005, in the United States
7 District Court for the Western District of Washington at Seattle, alleging that QBS subjected Ms.
8 Martinsen to sexual harassment and retaliated against her when she complained about the sexual
9 harassment, constructively discharged her, and then engaged in post-employment retaliation
10 against her in violation of Title VII. Ms. Martinsen has moved to intervene as a party plaintiff in
11 this matter, and her Motion to Intervene was granted by this Court on March 10, 2006.

12 4. This Amended Consent Decree is being filed based on QBS's earlier agreement to
13 resolve the case through entry of this Amended Consent Decree.

14 5. The parties want to conclude fully and finally all claims arising out of the EEOC's
15 Complaint, Ms. Martinsen's Supplemental Complaint, and Ms. Martinsen's charge of
16 discrimination filed with EEOC. The EEOC and QBS enter into this Amended Consent Decree
17 to further the objectives of equal employment opportunity as set forth in Title VII.

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

19 6. This Amended Consent Decree is not an adjudication or finding on the merits of
20 this case and shall not be construed as an admission by QBS of a violation of Title VII.

21 **III. SETTLEMENT SCOPE**

22 7. This Amended Consent Decree is the final and complete resolution of all
23 allegations of unlawful employment practices contained in Ms. Martinsen's discrimination
24 charge, in the EEOC's administrative determination, and in the Complaint and Supplemental
25 Complaint filed herein, including all claims by the parties for attorney fees and costs.

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8. The scope of this Amended Consent Decree will be limited to QBS's facilities within the State of Washington.

IV. MONETARY RELIEF

9. In settlement of this lawsuit, QBS agrees to pay Ms. Martinsen \$ 70,000 as non-economic damages for psychic and emotional harm, and \$ 15,000 as backpay, \$40,000 attorney fees and costs. Settlement proceeds to Ms. Martinsen will be handled by her counsel, Laura Allen, whose law offices are located at 259 N. 100 East, Kanab, Utah, 84741. QBS and Ms. Martinsen have negotiated a separate release agreement to which the EEOC is not a party.

V. AFFIRMATIVE AND OTHER RELIEF

A. General Provisions

10. QBS, its officers, agents, and employees will not engage in practices which unlawfully discriminate against applicants and/or employees on the basis of their sex and which constitute retaliation against any employee for engaging in protected EEO activity. In recognition of its obligations under Title VII, QBS will institute the policies and practices set forth below.

B. Anti-Discrimination Policies and Procedures

11. Defendant shall carry out anti-discrimination policies, procedures and training for management personnel, supervisors and current employees. QBS will evaluate and where appropriate, modify the practices of its managers and supervisors in order to prevent employment discrimination. QBS will ensure that its managers and supervisors understand its Equal Employment Opportunity (“EEO”) policies and how those policies define and identify what constitutes employment discrimination.

12. Within one-hundred-twenty (120) days of the date of the entry of this Amended Consent Decree, QBS will: (a) review its EEO policy and internal sexual harassment complaint

and investigation procedure(s), and revise them as necessary to ensure that it adequately prohibits sexual harassment and retaliation for engaging in protected activity; and, (b) distribute this EEO policy to all present and future employees, both management and non-management. QBS will provide the EEOC with a copy of its EEO policy and internal sexual harassment complaint and investigation procedure(s) as part of its first semi-annual report as provided in paragraph 19 below.

C. Training

13. Within one-hundred-twenty (120) days of the date of the entry of this Amended Consent Decree, QBS will develop and present to all managers, supervisors, and employees at its facilities in Washington State two hours (2) of in person EEO training by a qualified trainer regarding sexual harassment and retaliation. This anti-discrimination training will assist managers, supervisors and employees in fully understanding QBS's EEO policies and how to define and identify what constitutes employment discrimination. The EEOC will have an opportunity to review the training materials prior to the training date. Annually thereafter, all managers, supervisors and employees at QBS facilities in Washington State will complete two (2) hours of training on EEO laws and policies, including sexual harassment and retaliation.

14. QBS will notify the EEOC of the completion of the training seminars and will specify the names and job titles of the managers, supervisors and employees who participated in and completed the training. This information will be provided as part of the semi-annual report it submits to the Seattle office of the EEOC.

D. Non-Disclosure of Information and Expungement of Records

15. QBS will not disclose any information or make reference to any charge of discrimination or this lawsuit in responding to requests for information about Anna Martinsen.

16. QBS will expunge from the personnel files of Anna Martinsen, and from any other records where such information is kept by QBS, any reference to her charge of

discrimination against QBS and this lawsuit. If Ms. Martinsen wishes to do so, QBS will permit her to review her personnel file within thirty (30) days after the entry of this Amended Consent Decree to ensure that all such references have been expunged. QBS will not add any information to the personnel file of Ms. Martinsen or records regarding her charge of discrimination and this lawsuit after such references have been expunged.

E. Policies Designed to Promote Accountability

17. QBS agrees that it shall impose discipline, up to and including termination of employment, upon any employee who engages in sexual harassment, including any supervisor or manager who discriminates against any applicant and/or employee or who retaliates against any person who complains or participates in any investigation or proceeding concerning any such conduct. QBS shall communicate this policy to all of its managers and supervisors.

18. QBS agrees that it shall continue to advise all managers and supervisors of their duty to ensure compliance with the Company's EEO policy.

F. Reporting

19. QBS shall report in writing and in affidavit to the EEOC beginning six (6) months from the date of the entry of this Amended Consent Decree, and thereafter every six months for the duration of the Amended Consent Decree:

- a. Certification that the required training described in Paragraphs 13 and 14, has been completed.
- b. Certification that its (reviewed and revised as necessary) EEO policy has been sent to all current and newly hired employees as described above.
- c. A list of changes, modifications, revocations or revisions to its EEO policy and procedures which concern or affect the subject of discrimination (including sexual harassment) or retaliation.
- d. A summary of sexual harassment complaints, if any, filed by employees working

at its Washington State facilities which are reported to management and the resolution of each such complaint; and

- e. If applicable, QBS will submit a statement with its report to the Seattle office of the EEOC specifying the areas of noncompliance, the reason for the noncompliance, and the steps that will be taken to bring QBS into compliance.

G. Posting

20. QBS will post a Notice to All Employees. This Notice is attached as Exhibit 1 to this Amended Consent Decree. The Notice shall be posted on a centrally located bulletin board at the three (3) QBS facilities located within the State of Washington for the duration of the Amended Consent Decree.

VI. ENFORCEMENT

21. If the EEOC determines that QBS has not complied with the terms of this Amended Consent Decree, the EEOC will provide written notification of the alleged breach to QBS. The EEOC will not petition the Court for enforcement of this Amended Consent Decree for at least forty-five (45) days after providing written notification of the alleged breach. The 45-day period following the written notice shall be used by the EEOC and QBS for good faith efforts to resolve the dispute.

VII. RETENTION OF JURISDICTION

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

VIII. DURATION AND TERMINATION

23. This Amended Consent Decree shall be in effect for two (2) years from the date of entry of the Amended Consent Decree. If the EEOC petitions the Court for breach of this Amended Consent Decree, and the Court finds QBS to be in violation of the terms of the Amended Consent Decree, the Court may extend the duration of this Amended Consent Decree.

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4 Dated this 30th day of March, 2006.

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26 AMENDED CONSENT DECREE – 7
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NOTICE TO ALL EMPLOYEES

This notice is being posted pursuant to an agreement between QBS, Inc. ("QBS") and the U.S. Equal Employment Opportunity Commission ("EEOC"), entered as the result of a resolution of a lawsuit in the United States District Court.

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 (40 and above), 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.

QBS has instituted a training program to train its managers, supervisors and employees regarding the requirements of the above statutes.

QBS has posted this notice because the Company supports and will comply with these federal laws in all respects.