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15 UNITED STATES DISTRICT COURT  
 16 FOR THE DISTRICT OF OREGON

17 EQUAL EMPLOYMENT OPPORTUNITY  
 18 COMMISSION,  
 19 Plaintiff,

CASE NO. 041361AS

20 MARK HARRIS and HUSSAIN ADEL,  
 21 Plaintiff-Intervenors,

CONSENT DECREE AND  
 ORDER OF DISMISSAL

22 v.

23 LITHIA SUBARU OF OREGON CITY,  
 24 Defendant.

25 **I. INTRODUCTION**

1. This action originated with discrimination charges filed by Mark Harris and Hussain Adel ("Charging Parties") with the Equal Employment Opportunity Commission. The Charging Parties alleged that Lithia Subaru of Oregon City ("Lithia Subaru") subjected Hussain Adel to a hostile work environment on the basis of his national origin (Iranian) and religion

1 (Islam) resulting in his constructive discharge and subjected Mr. Harris to retaliation and  
2 discharge in violation of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42  
3 U.S.C. § 2000e et seq.

4 2. The EEOC sent Defendant Lithia Subaru a Letter of Determination with findings  
5 of reasonable cause that it had violated Title VII.

6 3. The Commission filed this lawsuit on September 24, 2004 in the United States  
7 District Court for the District of Oregon on behalf of the Charging Parties. The Charging Parties  
8 intervened in this lawsuit on November 5, 2004.

9 4. The EEOC, Charging Parties, and Defendant Lithia Subaru want to conclude all  
10 claims of the Charging Parties without expending further resources in contested 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  
13 finding on the merits of the case. This Consent Decree shall not be used as evidence of liability  
14 or for purposes of res judicata or collateral estoppel in any legal proceeding against Defendant.  
15 Neither the agreement to enter this Decree, nor the Decree shall be admissible in any proceeding  
16 as an admission by Defendant of any violation of, failure to comply with, interference, retaliation  
17 or obstruction of compliance with Title VII or any other employment law or order.

18 **III. SETTLEMENT SCOPE**

19 6. This Consent Decree is the final and complete resolution of all Title VII  
20 allegations of unlawful employment practices contained in the complaint filed herein on behalf of  
21 the charging parties by the EEOC and all allegations of unlawful employment practices contained  
22 in the Complaint of Plaintiff-Intervenors, including all claims for attorney fees and costs. The  
23 terms of this Consent Decree shall apply to employees at Defendant Lithia Subaru's Oregon City,  
24 Oregon facility. The Consent Decree resolves all issues and claims arising out of this Complaint  
25 and is binding and final as to all such issues and claims.

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#### IV. JURISDICTION AND VENUE

7. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§451, 1331, 1337, 1343 and 1345. Plaintiff EEOC's action is authorized pursuant to Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §§2000e-5(f)(1) and (3) and 2000e-6 ("Title VII") and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. §1981a. The employment practices alleged to be unlawful in the EEOC's Complaint filed herein occurred within the jurisdiction of the United States District Court for the District of Oregon.

#### V. DEFINITION OF TERMS

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

8. "The Effective Date of the Consent Decree" is the date the United States District Court for the District of Oregon enters the Consent Decree and (Proposed) Order of Dismissal.

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

10. "Formal or Informal Complaints" includes any harassment or discrimination complaint, whether written or oral, made to a manager or supervisor with the Defendant.

#### VI. MONETARY RELIEF

11. In settlement of the EEOC's and the Plaintiff-Intervener's claims in this lawsuit, Defendant Lithia Subaru has agreed to pay the Charging Parties the total lump sum of \$360,000.00. Payment of this monetary relief will be made through Charging Parties' private counsel, pursuant to separate releases negotiated by Charging Parties and Defendant.

#### VII. INJUNCTIVE RELIEF

##### A. Compliance with Title VII

12. Defendant Lithia Subaru reaffirms its commitment to comply with Title VII. To further this commitment, Defendant Lithia Subaru shall monitor the affirmative obligations of this Consent Decree. The terms of this Consent Decree apply to all employees of Defendant

1 Lithia Subaru as defined above.

2 13. Defendant Lithia Subaru will not retaliate against any employee for opposing a  
3 practice deemed unlawful by Title VII or for making a charge, testifying, assisting, or  
4 participating in any investigation, proceeding, or hearing associated with this action.

5 14. Defendant Lithia Subaru, its officers, agents, and employees are hereby enjoined  
6 from engaging in personnel practices which unlawfully discriminate against applicants and  
7 employees in violation of Title VII. In recognition of its obligations under Title VII, Defendant  
8 Lithia Subaru will institute the policies and practices set forth below.

9 **B. Distribution of Workplace Anti-discrimination Policy and Complaint**  
10 **Procedures**

11 15. Within 45 days after entry of this decree, Defendant Lithia Subaru will distribute  
12 a workplace anti-discrimination policy and procedures to follow in the event of a complaint of  
13 discrimination.

14 16. This policy will be distributed to all present and future employees, both  
15 management and non-management, in Defendant Lithia Subaru's facilities for the duration of the  
16 decree.

17 17. Defendant Lithia Subaru affirms the following "Statement of Zero-Tolerance  
18 Policy and Workplace Objectives":

19 Lithia Subaru is firmly committed to developing and maintaining a zero-tolerance  
20 policy concerning discrimination and retaliation against individuals who report  
21 discrimination and/or harassment in the company's workplace; to swiftly and  
22 firmly responding to any acts of discrimination and/or retaliation of which the  
23 company becomes aware; to implementing a disciplinary system that is designed  
24 to strongly deter future acts of discrimination and/or retaliation; and to actively  
25 monitoring its workplace in order to ensure tolerance, respect and dignity for all

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1 people.

2 18. In order to effectuate the objectives embodied in the Defendant Lithia  
3 Subaru's Statement of Zero-Tolerance Policy and Workplace Objectives and this Decree,  
4 the Defendant Lithia Subaru will ensure the following policies, procedures, and practices  
5 are in effect:

6 (a) Complaint Procedures.

- 7
- 8 i) Defendant Lithia Subaru agrees that it will provide the  
9 name, job title, work location, and telephone number of the  
10 management employees charged with investigating such  
11 issues in its workplace anti-discrimination policy. That  
12 information will also be routinely and continuously posted.  
13 If the name or designation of the management employees  
14 charged with investigating issues of discrimination and  
15 retaliation change, defendant will re-post his or her name,  
16 job title, work location, and telephone number. Also,  
17 Defendant Lithia Subaru agrees that it shall keep a  
18 Complaint Box in the employee cafeteria, lunchroom, or  
19 other place within Defendant Lithia Subaru premises where  
20 employees tend to gather and which is not in the managerial  
21 area of Defendant Lithia Subaru's offices. The  
22 management employees designated by Defendant Lithia  
23 Subaru as charged with investigating complaints of  
24 discrimination will gather the complaints from the  
25 Complaint Box.

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

12 (iii) Defendant Lithia Subaru agrees that it shall ensure that its  
13 policies and procedures provide that complaint handling  
14 and disciplinary procedures regarding all complaints of  
15 discrimination and/or retaliation are investigated and  
16 addressed promptly. Specifically, Defendant Lithia Subaru  
17 agrees that it shall investigate all complaints of  
18 discrimination and/or retaliation promptly and to complete  
19 investigations within two (2) weeks. Defendant Lithia  
20 Subaru will further make its best effort to prepare its  
21 written findings of the results of each investigation and the  
22 remedial actions proposed within seven (7) days after  
23 completion of the investigation, and shall thereupon  
24 promptly communicate to the complaining party the results  
25 of the investigation and the remedial actions taken or

1 proposed, if any. Such communication will reasonably take  
2 into account the privacy of the accused.

- 3 (iv) Defendant Lithia Subaru agrees that it shall ensure that  
4 appropriate remedial action is taken to resolve complaints  
5 and to avoid the occurrence of discrimination and/or  
6 retaliation.

7  
8 (b) Policies Designed To Promote Supervisor Accountability.

- 9 (i) Defendant Lithia Subaru agrees that it shall impose  
10 substantial discipline -- up to and including demotion,  
11 suspension without pay or termination upon any supervisor  
12 or manager who engages in discrimination or permits any  
13 such conduct to occur in his or her work area or among  
14 employees under his or her supervision, or who retaliates  
15 against any person who complains or participates in any  
16 investigation or proceeding concerning any such conduct.  
17 Defendant Lithia Subaru shall communicate this policy to  
18 all of its supervisors and managers.
- 19 (ii) Defendant Lithia Subaru agrees that it shall continue to  
20 advise all managers and supervisors of their duty to actively  
21 monitor their work areas to ensure employees' compliance  
22 with the company's anti-discrimination and retaliation  
23 policy, and to report any incidents and/or complaints of  
24 discrimination or retaliation of which they become aware to  
25 the department charged with handling such complaints.

1 (iii) Defendant Lithia Subaru agrees that any failure to comply  
2 with this policy will be considered in evaluating its  
3 managers, including when they are being considered for  
4 promotions.

5 (c) Anti-Discrimination and Retaliation Training.

6  
7 (i) Defendant Lithia Subaru agrees that it shall provide annual  
8 anti-discrimination and retaliation training to all employees;  
9 to provide anti-discrimination and retaliation training to all  
10 new employees during employee orientation; to provide  
11 anti-discrimination and retaliation training to all senior  
12 managers; and to provide training to all persons charged  
13 with the handling of complaints of discrimination and  
14 retaliation in the workplace. This training shall include  
15 issues regarding discrimination and retaliation as it may  
16 affect employees and/or customers of Defendant Lithia  
17 Subaru and the techniques for investigating and stopping it.

18 (ii) Defendant Lithia Subaru agrees that all training required by  
19 this Decree shall be conducted by educators, consultants or  
20 attorneys experienced in the area of anti-discrimination  
21 employment law and retaliation training.

22 (iii) Defendant Lithia Subaru agrees that it shall require the  
23 Chairman and CEO Sid DeBoer to introduce the annual  
24 anti-discrimination training to communicate Defendant  
25 Lithia Subaru's commitment to its Statement of Zero-



1 Tolerance Policy and anti-harassment policy. This  
2 introduction by Mr. DeBoer may be done through a pre-  
3 recorded video.

4 **C. Expunging Records**

5  
6 19. Defendant Lithia Subaru will expunge from the Charging Parties'  
7 personnel files, any references to a charge of discrimination against Defendant Lithia  
8 Subaru and this lawsuit. Defendant Lithia Subaru will not add any information or  
9 references to charging parties' personnel files or records regarding their charge of  
10 discrimination and this lawsuit after such references have been expunged. Files  
11 containing information about the Charging Parties that have been developed during the  
12 subject litigation will be maintained at the offices of Defendant Lithia Subaru's counsel,  
13 Foster Pepper Tooze LLP. Defendant Lithia Subaru will make the Charging Parties'  
14 personnel files available for inspection by their counsel or the individual Charging Parties  
15 at the offices of Foster Pepper Tooze LLP.

16 20. Defendant Lithia Subaru will not disclose any information or make  
17 references to any charges of discrimination or this lawsuit in responding to employment  
18 reference requests for information about Mark Harris and Hussain Adel. In response to  
19 any inquiries, Defendant Lithia Subaru shall provide employment references that include  
20 only dates of employment and positions held. Lithia Subaru will provide each of the  
21 Plaintiff-Intervenor a reference letter on Lithia Subaru letterhead confirming dates of  
22 employment, positions held, final rate of pay, and a statement that the employee  
23 "performed satisfactorily." Defendant Lithia Subaru may produce personnel information  
24 involving these Charging Parties only if it is responding to any third party lawful  
25 subpoena.

1           **D.     Reporting**

2  
3           21.     Six months following the entry of this Decree and every six months  
4 thereafter for the duration of the Decree, Defendant Lithia Subaru will send the EEOC a  
5 written report of individuals who complained of harassment during the prior six-month  
6 period, along with an explanation as to all actions taken with regards to such complaints.

7           22.     Defendant Lithia Subaru shall submit a final report to the EEOC 30 days  
8 before the Consent Decree expires containing a statement that it has complied with all the  
9 terms of this Consent Decree.

10           **E.     Posting**

11  
12           23.     Within two (2) weeks after entry of this Decree, Defendant Lithia Subaru  
13 shall post a notice in the form of Exhibit 1 attached to this Decree in prominent and  
14 conspicuous location(s) in or near the employee cafeteria, lunchroom or other place  
15 within Defendant Lithia Subaru's facilities where employees tend to gather. The notice  
16 shall remain posted for the duration of this Decree. In the event that the persons and/or  
17 departments to whom individuals should make complaints alleging discrimination and/or  
18 retaliation change during the term of the Decree, such that the information contained on  
19 the notice is no longer accurate, Defendant Lithia Subaru shall immediately prepare a new  
20 notice that contains the correct information. Defendant Lithia Subaru shall thereupon  
21 promptly replace the old notices with the revised notices. Defendant Lithia Subaru shall  
22 maintain a copy of this Decree in its Personnel Office for any employee who wishes to  
23 review it.

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U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
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1 **VIII. ENFORCEMENT**

2  
3 24. If the EEOC concludes that Defendant Lithia Subaru has breached this  
4 agreement, it may bring an action in the United States District Court for the District of  
5 Oregon to enforce this Consent Decree. Before bringing an action for breach of the  
6 Decree, the EEOC shall first give Defendant Lithia Subaru ten (10) days notice. The  
7 EEOC and Defendant Lithia Subaru shall use that 10-day period for good faith efforts to  
8 resolve the matter.

9 **IX. RETENTION OF JURISDICTION**

10 25. The United States District Court for the District of Oregon shall retain  
11 jurisdiction over this matter for the duration of the Decree.

12 **X. DURATION AND TERMINATION**

13  
14 26. This Decree shall be in effect for three (3) years, commencing with the  
15 date the Decree is filed. If the EEOC petitions the court for breach of agreement, and the  
16 court finds Defendant Lithia Subaru to be in violation of the terms of the Consent Decree,  
17 the court may extend this Consent Decree.

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## XI. CONCLUSION

27. The provisions of this Consent Decree are not binding on the parties until the authorized representatives for the Plaintiff EEOC and Defendant Lithia Subaru sign and the court enters the Consent Decree in the court.

DATED this 6th day of March 2006.

WILLIAM R. TAMAYO  
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U.S. EQUAL EMPLOYMENT  
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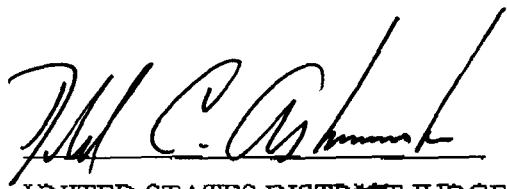
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## ORDER

The Court having considered the foregoing stipulated agreement of the parties. IT IS HEREBY ORDERED THAT the foregoing Consent Decree be, and the same 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 7 day of March, 2006.

  
UNITED STATES ~~DISTRICT~~ JUDGE  
Magistrate

# NOTICE TO EMPLOYEES

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THE U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION AND LITHIA SUBARU OF OREGON CITY, OREGON 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 ENTERED IN THE EEOC ET AL V. LITHIA SUBARU OF OREGON CITY IN THE U.S. DISTRICT COURT OF OREGON, CAUSE No. 04136 AS.

FEDERAL LAW AND THIS CONSENT DECREE PROHIBIT DISCRIMINATION OR RETALIATION AGAINST ANY EMPLOYEE.

FEDERAL LAW ALSO PROHIBITS RETALIATION AGAINST ANY EMPLOYEE BY AN EMPLOYER BECAUSE THE INDIVIDUAL COMPLAINS OF DISCRIMINATION, COOPERATES WITH ANY EMPLOYER 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 HARASSMENT, YOU SHOULD CONTACT \_\_\_\_\_.

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 OREGON STATE HUMAN RIGHTS COMMISSION AT \_\_\_\_\_.

THIS NOTICE SHALL REMAIN PROMINENTLY POSTED IN THE BREAK ROOM AT LITHIA SUBARU OF OREGON CITY, OREGON UNTIL \_\_\_\_\_.



1 **THIS OFFICIAL NOTICE SHALL NOT BE ALTERED, DEFACED,**  
2 **COVERED OR OBSTRUCTED BY ANY OTHER MATERIAL.**

25  
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