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The Honorable John C. Coughenour

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EEOC SEATTLE

UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

Plaintiff,)

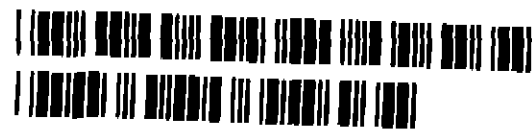
v.)

OLYMPIC SECURITY SERVICES, INC.,)

Defendant.)

CIVIL ACTION No. CV6-01390 C

CONSENT DECREE



06-CV-01390-EXH

I. INTRODUCTION

1. This action originated when Elmer Taylor filed a charge of discrimination (the "Charge") with the Equal Employment Opportunity Commission ("EEOC") on July 26, 2005. Mr. Taylor alleged that Olympic Security Services, Inc. ("OSSF") violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* ("Title VII"), when it withdrew a job offer after he explained that he would not shave his beard to conform with OSSF's grooming

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1 policy because of his religious practices. OSSI opposed the Charge, denied any discrimination,
2 and noted that it has employed individuals who are bearded.

3 2. The EEOC investigated Mr. Taylor's Charge. On February 8, 2006, the EEOC
4 issued a letter of determination with a finding of reasonable cause to believe that OSSI violated
5 Title VII as Mr. Taylor had alleged. Thereafter, EEOC and OSSI unsuccessfully attempted to
6 conciliate the charge.

7 3. The EEOC filed its Complaint on September 26, 2006, in the United States
8 District Court for the Western District of Washington at Seattle, alleging that OSSI failed to
9 accommodate Mr. Taylor's religious beliefs and refused to hire him because of his religion in
10 violation of Title VII. OSSI filed its Answer and Affirmative Defenses on October 30, 2006,
11 asserting that it had complied with Title VII and denying any liability.

12 4. The EEOC and OSSI want to conclude fully and finally all claims arising out of
13 the EEOC's Complaint and Mr. Taylor's Charge filed with EEOC without expending further
14 resources in contested litigation. The EEOC and OSSI therefore enter into this Consent Decree.

15 II. NON-ADMISSION OF LIABILITY AND NON-DETERMINATION BY COURT

16 5. This Consent Decree is entered into in compromise of disputed claims to avoid
17 the expense, delay, and burden of further litigation. This Consent Decree is not an admission of
18 wrongdoing by OSSI or an adjudication or finding on the merits of the case by the Court. OSSI
19 expressly denies any wrongdoing or liability.

20 III. SETTLEMENT SCOPE

21 6. This Consent Decree represents the final and complete resolution of all
22 allegations of unlawful employment practices contained in (1) Mr. Taylor's Charge; (2) the
23 EEOC's administrative determination; and (3) the Complaint filed herein, including all claims by
24 the parties for attorney fees and costs. Following advice of private counsel, Mr. Taylor entered
25

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1 into a separate release with OSSI that is separate from this Consent Decree and to which the
2 EEOC is not a signatory.

3 7. The scope of this Consent Decree will be limited to OSSI's facilities within the
4 State of Washington.

5 IV. JURISDICTION AND VENUE

6 8. Jurisdiction is vested in this Court pursuant to 28 U.S.C. §§ 451, 1331, 1337,
7 1343 and 1345. This action is authorized and instituted pursuant to Sections 706(f)(1) and (3) of
8 the Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e-5(f)(1) and (3), and Section 102
9 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a. The employment actions alleged to have
10 been unlawful were committed within the jurisdiction of the United States District Court for the
11 Western District of Washington.

12 V. DEFINITION OF TERMS

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

14 9. "The Effective Date of the Consent Decree" is the date the United States District
15 Court for the Western District of Washington (Seattle) enters the Consent Decree and Order of
16 Dismissal.

17 10. Unless otherwise indicated, "days" refers to calendar days.

18 11. Religious observance, practice and beliefs is defined as set forth in 42 U.S.C. §
19 2000e(j).

20 VI. MONETARY RELIEF

21 12. In settlement of this lawsuit, OSSI shall pay Mr. Taylor (1) \$13,200 as
22 compensatory damages; and (2) \$5,900, less all lawful and required deductions, as back pay.
23 Payment of these amounts is to be provided directly to Mr. Taylor by certified mail (with copies
24 to the EEOC), at an address to be provided by the EEOC, within seven (7) business days after the
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1 Court has approved and entered this Consent Decree and Mr. Taylor has executed the separate
2 release agreement between Mr. Taylor and OSSI (whichever is later).

3 **VII. AFFIRMATIVE AND OTHER RELIEF**

4 **A. General Provisions**

5 13. OSSI reaffirms its commitment to non-discrimination, and shall not engage in
6 practices which unlawfully discriminate against applicants and/or employees based on religion.
7 OSSI shall ensure, by taking the actions set forth below, that its managers and supervisors
8 understand its Equal Employment Opportunity ("EEO") policy and the duty to accommodate the
9 religious observance, practice and beliefs of applicants/employees under Title VII. In
10 recognition of its obligations under Title VII, OSSI shall institute the policies and practices set
11 forth below.

12 **B. Anti-Discrimination Policies and Procedures**

13 14. Within ninety (90) days of the effective date of this Consent Decree, OSSI shall:
14 (a) review its EEO policy and its grooming and appearance policy and revise them to the extent
15 necessary to ensure that they comply with Title VII's prohibition of religious discrimination,
16 describe the process by which an applicant or employee may request a religious accommodation
17 (including to whom such a request may be made), and describe the process by which such a
18 request will be reviewed and approved or denied (including a time frame for the review); and, (b)
19 distribute this EEO policy and this grooming and appearance policy to all employees, both
20 management and non-management, at OSSI's facilities in Washington State. OSSI must provide
21 the EEOC with a copy of its EEO policy and revisions of its grooming and appearance policy as
22 part of its initial written report as provided in paragraph 22 below.

23 **C. Training**

24 15. Within ninety (90) days of the effective date of this Consent Decree, OSSI shall
25 develop and present to all of its Washington State managers, supervisors, and administrative

1 personnel whose job duties require interaction with employees or job applicants one hour (1) of
2 in person EEO training by a qualified trainer regarding religious accommodation. This training
3 will assist managers, supervisors and administrative personnel to fully understand OSSI's EEO
4 policy, its duty to accommodate the religious observance, practice and beliefs of applicants and
5 employees under Title VII, how an applicant or employee may request a religious
6 accommodation (including to whom such a request may be made), and the process by which
7 OSSI will review and approve or deny such a request (including a time frame for the review).
8 The EEOC will have an opportunity to review the written training materials (if any) prior to the
9 training date. In addition, no later than eighteen (18) months after the effective date of this
10 Consent decree, OSSI shall provide the above-described training to any new managers,
11 supervisors, and administrative personnel who are hired after the date of the first training.

12 16. OSSI shall notify the EEOC of the completion of the training seminars and will
13 specify the names and job titles of the managers, supervisors and administrative personnel who
14 participated in and completed the training. OSSI will provide this information as part of the
15 initial and final reports it submits to the Seattle Field Office of the EEOC.

16 D. Employment, Non-Disclosure of Information and Expungement of Records

17 17. Upon the Court's approval of this Consent Decree, OSSI will offer Mr. Taylor
18 full-time employment as a security officer at an OSSI job site. Mr. Taylor will have 30 days
19 after Court approval of the Consent Decree to (i) report to OSSI's offices in person; (ii) complete
20 an application for employment; (iii) complete the paperwork necessary for a background check
21 by the State of Washington; and (iv) complete such other applications and paperwork as are
22 necessary to obtain employment at OSSI and to obtain a license from the State of Washington as
23 a security officer with the assistance of OSSI which it usually provides to new security officer
24 hires. Mr. Taylor will then have 14 days to actually report to work, the precise date, time, and
25 work schedule to be mutually acceptable to OSSI. Mr. Taylor acknowledges that he will be

1 subject to all OSSI and client imposed rules and regulations which apply to other security
2 officers of comparable tenure as he, as those policies may change from time to time. Mr.
3 Taylor's employment is contingent upon his compliance with the terms of this Paragraph and
4 upon his receipt of a security officer license from the State of Washington. Should Mr. Taylor
5 fail to comply with any of the requirements of this Paragraph or should the State of Washington
6 decline to issue him a license, Mr. Taylor's right to employment or continued employment with
7 OSSI will be terminated.

8 18. OSSI shall not disclose any information about or make reference to any charge of
9 discrimination or this lawsuit in responding to requests for information about Mr. Taylor from
10 his prospective employers.

11 19. OSSI shall ensure that the personnel file of Mr. Taylor does not contain any
12 reference to his discrimination charge against OSSI and this lawsuit. If Mr. Taylor wishes to do
13 so, OSSI will upon reasonable notice permit him to review his personnel file at any reasonable
14 time during the duration of this Consent Decree to ensure that there are no such references.
15 Thereafter, OSSI will not add any information to the personnel file of Mr. Taylor regarding his
16 discrimination charge and/or this lawsuit.

17 E. Policies Designed to Promote Accountability

18 20. OSSI shall impose discipline, up to and including counseling, reprimand,
19 demotion or termination, upon any supervisor or manager who it finds has engaged in unlawful
20 religious discrimination during the duration of this Consent Decree, including any supervisor or
21 manager who it finds has unlawfully discriminated against any applicant and/or employee based
22 on religion. OSSI shall communicate this policy to all of its managers and supervisors.

23 21. OSSI shall advise all managers and supervisors of their duty to ensure compliance
24 with the company's EEO policy.

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1 F. Reporting

2 22. OSSI shall submit a written report to the EEOC nine (9) months after the effective
3 date of this Consent Decree, and a final written report to the EEOC eighteen months (18) after
4 the effective date of this Consent Decree, containing the following information:

- 5 a. Certification that the required training described in Paragraphs 15 and 16, has
6 been completed.
- 7 b. Certification that OSSI's EEO policy (reviewed and revised as necessary) has
8 been sent to all current and newly hired employees as described above.
- 9 c. A list of any changes, modifications, revocations or revisions to OSSI's EEO
10 policy and its grooming and appearance policy.
- 11 d. A summary of requests for accommodations based on a religious observance,
12 practice or belief, if any, from any applicant or employee working at OSSI's
13 Washington State facilities, and the resolution of each such request; and
- 14 e. If applicable, OSSI will submit a statement with its report to the Seattle Field
15 Office of the EEOC specifying the areas of noncompliance, the reason for the
16 noncompliance, and the steps that will be taken to bring OSSI into compliance.

17 G. Posting

18 23. Within two (2) weeks of the effective date of this Consent Decree, OSSI shall post
19 a Notice to All Employees in the form of Exhibit 1 attached to this Consent Decree. The Notice
20 shall be posted on a centrally located bulletin board at OSSI facilities located within the State of
21 Washington for the duration of the Consent Decree.

22 VIII. ENFORCEMENT

23 24. If the EEOC determines that OSSI has not complied with the terms of this
24 Consent Decree, the EEOC will provide written notification of the alleged breach to OSSI. The
25 written notification shall be sent to Mark E. Vinson, Olympic Security Services, Inc., 631

1 Strander Blvd., #A, Tukwila, Washington 98188. The EEOC will not petition the Court for
2 enforcement of this Consent Decree for at least thirty (30) days after providing written
3 notification of the alleged breach. The 30-day period following the written notice shall be used
4 by the EEOC and OSSI for good faith efforts to resolve the dispute.

5 IX. DURATION AND TERMINATION

6 25. This Consent Decree shall be in effect for eighteen (18) months from the date of
7 entry of the Consent Decree. If the EEOC petitions the Court for breach of this Consent Decree,
8 and the Court finds OSSI to be in material violation of the terms of the Consent Decree, the
9 Court may in its discretion extend the duration of this Consent Decree for a period to be
10 determined by the Court and not to exceed an additional eighteen (18) months.

11 Dated this 24th day of April, 2007.

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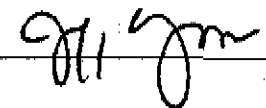
Attorneys for Plaintiff EEOC

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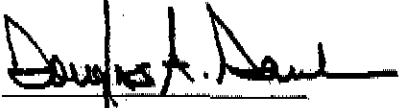
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ORDER

The Court having considered the foregoing stipulated agreement of the parties, HEREBY ORDERS THAT the foregoing Consent Decree 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 attorney fees to any party. The Court retains jurisdiction of this matter for purposes of enforcing the Consent Decree approved herein.

SO ORDERED this 1st day of May, 2007.


The Honorable John C. Coughenour
United States District Court Judge

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1 EXHIBIT 1

2 **OLYMPIC SECURITY SERVICES, INC.**

3 NOTICE TO ALL EMPLOYEES

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

7 Federal law prohibits an employer from discriminating against any individual based on
8 the individual's religion with respect to hiring, promotion, demotion, terms and conditions of
9 employment, and/or termination. It is also unlawful for an employer to retaliate against any
10 individual because he or she complains of discrimination, cooperates with the investigation of a
11 discrimination charge by Olympic Security Services, Inc. or a government agency, participates
12 as a witness or potential witness in any investigation or legal proceeding, or otherwise exercises
13 his or her rights under the law.

14 Any employee who is found to have retaliated against any other employee because such
15 employee participated in the EEOC investigation and lawsuit mentioned above will be subject to
16 discipline, up to and including immediate discharge.

17 Olympic Security Services, Inc. has instituted a training program to train its managers,
18 supervisors and administrative personnel regarding these legal requirements.

19 You should contact Human Resources at _____ if you believe you may
20 have been discriminated against based on your religion, or if you have any question about
21 requesting an accommodation of a religious observance, practice or belief, or if you believe you
22 have been retaliated against because of the EEOC investigation and lawsuit mentioned above.

23
24 Employees also have the right to bring complaints of religious discrimination and/or
25 retaliation to the U.S. Equal Employment Opportunity Commission, Seattle Field Office at 909
26 1st Avenue, Suite 400, Seattle, WA 98104-1061, 206/220-6883, 1-800-699-4000, and/or the
27 Washington State Human Rights Commission at 711 S Capitol Way, Suite 402, P.O. Box 42490,
28 Olympia, WA, 98504-2490, (360) 753-6770 or 1-800-233-3247.