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IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff

v.

CREW CONCEPTS, INC.
MUSTANG HELICOPTERS, INC. and
HELICRAFT, INC.

Defendant.

CIVIL ACTION NO. CV06-388-S-EJL

[PROPOSED] CONSENT DECREE

AND ORDER OF DISMISSAL

I. INTRODUCTION

1. This action originated with discrimination charges filed by Emily Clegg and Rachael Willmorth (“Charging Parties”) with the Equal Employment Opportunity Commission (“EEOC”). The Charging Parties alleged that Crew Concepts, Inc. discriminated against them on the basis of their sex by subjecting them to sexual harassment, and constructive discharge, in

[PROPOSED] CONSENT DECREE
AND ORDER OF DISMISSAL - Page 1 of 10

EQUAL EMPLOYMENT
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1 violation of Title VII of the Civil Rights Act of 1964, as amended (“Title VII”), 42 U.S.C. §
2 2000e *et seq.* On

3 2. The EEOC filed a lawsuit against Crew Concepts on behalf of Ms. Clegg and Ms.
4 Willmorth, on September 27, 2006, in the United States District Court for the District of Idaho.
5 On August 13, 2007, the complaint was amended to join Mustang Helicopters, Inc. and Helicraft
6 Inc. as parties. The parties submit this Consent Decree in an effort to conclude all claims arising
7 out of the above charges without expending further resources in contested litigation.
8

9 3. The parties want to conclude fully and finally all claims arising out of the charges of
10 discrimination filed with the EEOC by Ms. Clegg and Ms. Willmorth. The parties enter into this
11 Consent Decree to further the objectives of equal employment opportunity as set forth in Title
12 VII.

13 II. NONADMISSION OF LIABILITY

14 4. This Consent Decree is not an adjudication or finding on the merits of this case and
15 shall not be construed as an admission by Defendant.
16

17 III. JURISDICTION AND VENUE

18 5. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343
19 and 1345. This action is authorized pursuant to Sections 706(f) (1) and (3) of Title VII of the
20 Civil Rights Act of 1964, as amended, 42 U.S.C. §§ 2000e-5(f) (1) and (3), and Section 102 of
21 the Civil Rights Act of 1991, 42 U.S.C. § 1981a. The parties agree that the alleged acts took
22 place within the jurisdiction of the United States District Court for the District of Idaho.
23

24 IV. SETTLEMENT SCOPE

1 6. This Consent Decree is the final and complete resolution of all allegations of unlawful
2 employment practices contained in the Charging Parties discrimination charges, in the EEOC's
3 administrative determinations, and in the complaints filed herein, including all claims by the
4 parties for attorney fees and costs.

5
6 **V. MONETARY RELIEF**

7 7. In settlement of this lawsuit, Defendant Crew Concepts has agreed to pay \$15,000 to
8 Ms. Clegg and \$25,000 to Ms. Willmorth, within ten (15) business days of signing this
9 agreement. This payment will be sent directly to Ms. Clegg and Ms. Willmorth, at addresses to
10 be provided by the EEOC.

11
12 **VII. INJUNCTIVE RELIEF**

13 **A. General Provisions**

14 8. Crew Concepts shall comply with Title VII and shall monitor the affirmative
15 obligations of this Consent Decree. The terms of this Consent Decree apply to all applicants and
16 employees. The EEOC will dismiss the Complaint as to Mustang Helicopters, Inc. and Helicraft,
17 Inc. with prejudice, each side bearing its own costs and fees.

18
19 9. The company will not retaliate against any applicant or employee for opposing a
20 practice deemed unlawful by Title VII or for making a charge, testifying, assisting, or
21 participating in any investigation, proceeding, or hearing associated with this action.

22 10. Crew Concepts, its officers, agents, and employees are hereby enjoined from
23 engaging in personnel practices which unlawfully discriminate against applicants and/or
24 employees in violation of Title VII.
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2 B. Prospective Provisions

3 The EEOC recognizes that Crew Concepts has scaled back its operations and is currently
4 operating on a limited basis with only two employees. However, should Crew Concepts increase
5 its operations to include 15 or more employees, at any time within three years of filing this
6 consent decree, it agrees to institute the policies and practices set forth below in sections I-II.

7 I. Retention of a Consultant to Develop Policy Against Discrimination

8 11. With the assistance of an independent consultant who specializes in anti-
9 discrimination issues, Crew Concepts shall adopt a written equal employment opportunity policy
10 which sets forth the requirements of federal and state laws against employment discrimination
11 and specifically those provisions which make sexual harassment unlawful and which make it
12 unlawful to retaliate against any current or former employee for opposing any practice made
13 unlawful by Title VII. The consultant shall be retained at Crew Concept's expense, and will be
14 subject to the prior approval of the EEOC. The policy and complaint procedure to be developed
15 will address the following statement of a Zero-Tolerance Policy: "Crew Concepts is firmly
16 committed to developing and maintaining a zero-tolerance policy concerning discrimination,
17 harassment and retaliation against individuals who report discrimination or harassment in the
18 company's workplace; to swiftly and firmly responding to any acts of discrimination, harassment
19 or retaliation of which the company becomes aware; to implementing a disciplinary system that
20 is designed to strongly deter future acts of discrimination, harassment or retaliation; to
21 eradicating any vestiges of a work environment that is discriminatorily hostile to employees; and
22 to actively monitor its workplace in order to ensure tolerance, respect and dignity for all people.
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2 II. Development of Anti-Discrimination Policies, Procedures and Practices

3 12. In order to effectuate the objectives embodied in Crew Concepts' Zero-Tolerance
4 Policy and this Decree; Crew Concepts shall develop and maintain policies, procedures and
5 practices that contain the following elements.

6 a. Anti-Discrimination and Harassment Policy. Crew Concepts agrees that it
7 shall implement an anti-discrimination and harassment policy, as necessary, in
8 order to:

9
10 i. provide clear definitions and examples of prohibited discrimination,
11 harassment, and retaliation;

12 ii. provide for substantial and progressive discipline for incidents of
13 discrimination, harassment, and/or retaliation;

14 iii. provide that complaints of discrimination, harassment and/or
15 retaliation will be accepted by Crew Concepts in writing and orally;

16 iv. provide a timetable for reporting a complaint, for commencing an
17 investigation after a complaint is made or received and for remedial action
18 to be taken upon conclusion of an investigation; and

19 v. indicate that, promptly upon the conclusion of its investigation of a
20 complaint, Crew Concepts will communicate to the complaining party the
21 results of the investigation and remedial actions taken or proposed, if any.
22

23
24 b. Complaint Procedures.
25

1 1. Crew Concepts agrees that it shall institute a complaint procedure
2 designed to encourage employees to come forward with complaints about
3 violations of its anti-discrimination, harassment and retaliation policy. As
4 part of this policy, Crew Concepts agrees that it shall provide its
5 employees with convenient, confidential and reliable mechanisms for
6 reporting incidents of discrimination, harassment and retaliation. Crew
7 Concepts agrees that it shall designate at least two upper management
8 employees charged with investigating such issues, as persons who may be
9 contacted, and their names, responsibilities, work locations and telephone
10 numbers shall be routinely and continuously posted.

11
12 2. Crew Concepts agrees that it shall ensure that its policies and
13 procedures provide that complaint handling and disciplinary procedures
14 regarding all complaints of discrimination, harassment and/or retaliation
15 are investigated and addressed promptly. Specifically, Crew Concepts
16 agrees that it shall make its best effort to investigate all complaints of
17 discrimination, harassment and/or retaliation promptly and to complete
18 investigations within two (2) weeks.

19
20 3. Crew Concepts agrees that it shall make its best effort to ensure that
21 appropriate remedial action is taken to resolve complaints and to avoid the
22 occurrence of further incidents of discrimination, harassment and/or
23 retaliation. Crew Concepts further agrees that it shall institute a
24 progressive discipline policy to provide for appropriate discipline
25

1 including, but not limited to, suspensions without pay, demotion or
2 termination, as possible consequences for violations of its anti-
3 discrimination and harassment policy.

4 c. Policies Designed To Promote Supervisor Accountability.

5 1. Crew Concepts agrees that it shall impose discipline designed to stop
6 any unlawful behavior, up to and including suspension without pay,
7 demotion or termination upon any employee, including supervisors or
8 managers, who engages in discrimination or harassment or permit any
9 such conduct to occur in his or her work area or among employees under
10 his or her supervision, or who retaliates against any person who complains
11 or participates in any investigation or proceeding concerning any such
12 conduct. Crew Concepts shall communicate this policy to all of its
13 employees.

14 2. Crew Concepts agrees that it shall continue to advise all managers and
15 supervisors of their duty to actively monitor their work areas to ensure
16 employees' compliance with the company's anti-discrimination and
17 harassment policy, and to report any incidents and/or complaints of
18 discrimination, harassment and/or retaliation of which they become aware
19 to the management employees charged with handling such complaints.

20 3. Crew Concepts agrees that, in evaluating the performance and
21 determining compensation of managers and supervisors, it shall take into
22 account how supervisors and managers handle equal employment
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1 opportunity (“EEO”) issues, and to link such evaluations to any supervisor
2 or management promotion and/or salary/bonus decisions.

3 d. Anti-Discrimination Training.

4 Crew Concepts agrees that it shall provide four (4) hours of mandatory
5 anti-discrimination and harassment training annually to all employees,
6 including supervisors, managers, for the duration of this decree. The
7 training shall be conducted by an individual approved by the EEOC.
8

9 D. Disclosure of Information

10 13. With the exception of the Consent Decree entered in this case, Crew Concepts shall
11 not disclose any information or make references to any charge of discrimination or this lawsuit in
12 responding to requests for information about Ms. Clegg or Ms. Willmorth.

13 E. Reporting

14 14. Crew Concepts shall report in writing to the EEOC on an annual basis, beginning six
15 months (6) months from the date of the entry of this decree, and thereafter every twelve (12)
16 months the following information:
17

- 18 a. Certification of the completion of training for managers, supervisors, and non-
19 management employees along with lists of attendees;
- 20 b. Certification that their EEO policies have been distributed to all current and
21 newly hired employees;
- 22 c. A list of any changes, modifications, revocations or revisions to their EEO
23 policies and procedures which concern or affect the subject of discrimination.
- 24 d. A summary of internal discrimination, harassment or retaliation complaints, if
25 any; and

1 e. A statement certifying that the company has complied with the terms of this
2 Consent Decree. If Defendant has not complied with any term of this Consent
3 Decree, the statement will specify the areas of noncompliance, the reason for the
4 noncompliance, and the steps taken to bring Defendant into compliance.

5 F. Posting

6 15. Crew Concepts will post a Notice, attached as Exhibit A to this Consent Decree at its
7 facility. The Notice shall include a recitation of the “Zero-Tolerance Policy” referred to in
8 Paragraph 11 above. The Notice shall be posted on a centrally located bulletin board or other
9 place where such notices are normally posted and read by employees during the four (4) year
10 period of this Consent Decree.
11

12 VIII. ENFORCEMENT

13 16. If the EEOC determines that Crew Concepts has not complied with the terms of this
14 Consent Decree, the EEOC shall provide written notification of the alleged breach to the
15 company. The EEOC agrees not to petition the Court for enforcement of this Consent Decree for
16 at least thirty (30) days after providing written notification of the alleged breach. The 30-day
17 period following the written notice shall be used by the parties for good faith efforts to resolve
18 the dispute.
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20 IX. RETENTION OF JURISDICTION

21 17. The United States District Court for the District of Idaho shall retain jurisdiction over
22 this matter for the duration of this Consent Decree.
23

24 X. DURATION AND TERMINATION

1 18. This Consent Decree shall be in effect for three (3) years beginning the day the Court
2 enters the Decree. If the EEOC petitions the Court for breach of this settlement agreement, and
3 the Court finds Defendant to be in violation of its terms, the Court may extend the duration of
4 this Consent Decree.

5 XI. CONCLUSION

6 19. The parties are not bound by any provision of this agreement until it is signed by
7 authorized representatives of each party and entered by the Court.
8

9 Dated this 18th day of September, 2007.

10 WILLIAM R. TAMAYO
11 Regional Attorney

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