

JAN 17 2001

A. LUIS LUCERO, JR.
KATHRYN OLSON
ZULEMA HINOJOS-FALL
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
909 FIRST AVENUE, SUITE 400
SEATTLE, WASHINGTON 98104
TEL: (206) 220-6889
FAX: (206) 220-6911

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF IDAHO

UNITED STATES COURTS
DISTRICT OF IDAHO

JAN 17 2001

9 AM RECD
FILED

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
FIDELITY FINANCIAL SERVICES OF)
IDAHO, INC., FIDELITY FINANCIAL)
SERVICES, INC., and NORWEST)
FINANCIAL, INC.,)
)
Defendants.)
_____)

CIVIL NO. CIV99-0610-S-BLW

**SETTLEMENT AGREEMENT
AND (PROPOSED) ORDER
APPROVING SETTLEMENT
AGREEMENT**

I. INTRODUCTION

1. This Settlement Agreement has been voluntarily entered into by the parties engaged in this litigation, and is submitted to the Court for approval. This Settlement Agreement fully and finally resolves this civil action: Equal Employment Opportunity Commission v. Fidelity Financial Services of Idaho, Inc., Fidelity Financial Services, Inc., and Norwest Financial, Inc., (collectively referred to as "Fidelity"), Civil Action No. CIV99-0610-S-BLW.

2. This action originated with two discrimination charges Stacie

16

Schiffer filed with the Idaho Human Rights Commission and Equal Employment Opportunity Commission in which she alleged she was discriminated against on the bases of sex, constructive discharge, and retaliation, in violation of Title VII of the Civil Rights Act of 1964, as amended (“Title VII”), 42 U.S.C. § 2000e et seq. Copies of the charges are attached to this Settlement Agreement as Exhibit 1.

3. During the investigation of these charges, Fidelity denied all of the allegations.

4. On December 7, 1999, the EEOC sent Fidelity a Letter of Determination with a finding of reasonable cause that Fidelity violated Title VII. A copy of the Letter of Determination is attached to this consent decree as Exhibit 2.

5. The Commission filed this lawsuit on December 29, 1999, in the United States District Court for the District of Idaho. The EEOC’s original Complaint and First Amended Complaint allege sexual harassment, constructive discharge, and retaliation. Fidelity denies the allegations on, *inter alia*, the same bases that it denied the allegations in the underlying charge.

6. The EEOC, Fidelity and Stacie Schiffer (“Plaintiff-Intervenor”) want to conclude all claims arising out of the above charge without expending further resources in contested litigation.

II. NONADMISSION OF LIABILITY AND NONDETERMINATION BY THE COURT

7. This Settlement Agreement is not an admission of wrongdoing or liability. It is not an adjudication or finding on the merits of the case. This Settlement Agreement is a compromise of disputed claims, the validity of which Fidelity expressly denies, entered into for the purpose of terminating this litigation.

III. SETTLEMENT SCOPE

8. This Settlement Agreement is the final and complete resolution of all Title VII allegations of unlawful employment practices contained in: (1) Stacie Schiffer's discrimination charge; (2) the EEOC's administrative determination; and (3) the Complaint and First Amended Complaint and Complaint-in-Intervention filed or to be filed herein, including all claims by the parties for attorney fees and costs.

9. This Settlement Agreement, including the exhibits hereto, constitute the complete understanding between the EEOC and Fidelity with respect to matters herein.

10. This Settlement Agreement in no way affects EEOC's right to process, in accordance with standard Commission procedures, charges filed by individuals against Fidelity alleging violations of Title VII. Charges include those pending as of the effective date of the Agreement and filed in the future. Processing includes the administrative investigation and conciliation and commencement of civil actions on the basis of such charges.

IV. MONETARY RELIEF

11. In settlement of the EEOC's claims in this lawsuit, Fidelity agrees to pay Schiffer the total gross sum of \$52,500.00. The payment will be mailed to Schiffer within two (2) business days of receipt of the signed release agreement (which is also entitled "Settlement Agreement") attached to this Settlement Agreement as Exhibit 3 and incorporated herein by this reference, or seven (7) days of the entry of the Order Approving Settlement Agreement, whichever is later.

V. NONMONETARY CONSIDERATION

A. General Provisions

12. Wells Fargo Financial Acceptance Idaho, Inc., which was formerly

known as Fidelity Financial Services of Idaho, Inc., which was formerly known as Fidelity Financial Services, Inc., an Idaho corporation, reaffirms its commitment to comply with Title VII to the extent, if any, required by law. To further this commitment, Wells Fargo Financial Acceptance Idaho, Inc. shall monitor the affirmative obligations of this Settlement Agreement. The terms of this Settlement Agreement apply to all applicants and employees of Wells Fargo Financial Acceptance Idaho, Inc.

13. Wells Fargo Financial Acceptance Idaho, Inc. will not retaliate against any applicant or employee for opposing a practice deemed unlawful by Title VII or for making a charge, testifying, assisting, or participating in any investigation, proceeding, or hearing associated with this action.

B. Establishment of Policy and Procedures to Prevent Discrimination

14. After Stacie Schiffer filed her first charge of discrimination, Fidelity Financial Services of Idaho, Inc., which is now known as Wells Fargo Financial Acceptance Idaho, Inc., reviewed its policies against discriminatory employment practices based on sex and retaliation to make reasonably certain that its internal policies comply with Title VII. Said policies were improved and strengthened. Said policies contain an internal grievance and complaint resolution procedure as outlined below. This grievance and complaint resolution policy has been distributed to any and all present employees, both management and nonmanagement, of Wells Fargo Financial Acceptance Idaho, Inc. and is attached hereto as Exhibit 4. Wells Fargo Financial Acceptance Idaho, Inc. will continue to distribute a copy of its grievance and complaint resolution policy to any and all its employees, including all temporary and permanent employees, beginning 45 days after entry of this Settlement Agreement and continuing for the duration of the Agreement.

C. Internal Grievance Procedure

15. Wells Fargo Financial Acceptance Idaho, Inc. will maintain for the duration of this Settlement Agreement an internal grievance procedure for applicants or employees who believe they have been discriminated against. These procedures have also been set forth in the written policy discussed in paragraph 14 above. Consistent with the terms of the grievance procedure:

a. An employee relations or human resources employee or department (“the department”) will investigate complaints of discrimination or harassment made to the department by employees of Wells Fargo Financial Acceptance Idaho, Inc. or applicants for employment with Wells Fargo Financial Acceptance Idaho, Inc..

b. The department will document the steps taken in the investigation of each complaint, as well as any corrective action taken as a result of the investigation and, if no action is taken, the reasons for not taking corrective action.

c. The department shall inform the complainant of the outcome of the investigation.

d. Within thirty (30) days after the end of the year following the date of entry of this decree, Wells Fargo Financial Acceptance Idaho, Inc. will mail to EEOC a copy of each complaint of discrimination or harassment along with a summary of the resolution of each complaint or a statement that no complaints have been made.

D. Title VII Training and Awareness Program

16. Wells Fargo Financial Acceptance Idaho, Inc. is a subsidiary of Norwest Financial, Inc., which has developed and presented to its and its subsidiaries’ human resources manager and staff, managers, and employees a one and one-half hour Title VII training session, which was reviewed by the EEOC. The cost of training has

been borne by Norwest Financial, Inc.

17. Norwest Financial, Inc. has provided the EEOC with the training materials for said Title VII training session, including but not limited to: the videotape entitled "Sexual Harassment: Is It or Isn't It?" by American Media Incorporated; the booklet "Sexual Harassment Desk Reference Guide" by American Media Incorporated; the documents entitled "Sexual Harassment: Is It or Isn't It? Management Guide," "Sexual Harassment: Is It or Isn't It? Participant Guide," "Sexual Harassment for Management Training Outline," "How Much Do I Know about Sexual Harassment? A True or False Quiz for Employees"; the pamphlet entitled "Trainer's Guide Harassment"; and the written Program Objectives and Program Timeline for the training program.

18. For the duration of this Settlement Agreement, Wells Fargo Financial Acceptance Idaho, Inc. will continue to conduct training at the orientation program for all new hires, and training shall be conducted at least annually thereafter during the duration of this Settlement Agreement.

19. Wells Fargo Financial Acceptance Idaho, Inc. will retain a record of future training programs (i.e., dates held and persons attended) during the duration of this Settlement Agreement, and Wells Fargo Financial Acceptance Idaho, Inc. will provide copies of the records and any new training materials to the EEOC within 30 days after any such training.

E. Reporting

20. Wells Fargo Financial Acceptance Idaho, Inc. shall submit a final report to EEOC 30 days before the Settlement Agreement expires containing a statement that it has complied with all the terms of this Settlement Agreement.

F. Posting

21. Wells Fargo Financial Acceptance Idaho, Inc. will post a notice,

attached as Exhibit 5 to this Settlement Agreement on a centrally located bulletin board at any and all of its business locations in Idaho, which notice shall remain so posted for the duration of the Settlement Agreement.

VI. ENFORCEMENT

22. If the EEOC concludes that Wells Fargo Financial Acceptance Idaho, Inc. has breached this Settlement Agreement, it may bring an action in the United States District Court for the District of Idaho to enforce this Settlement Agreement. Before bringing an action for breach of the agreement, the EEOC shall first give Wells Fargo Financial Acceptance Idaho, Inc. 20 days' notice of the EEOC's conclusion that Wells Fargo Financial Acceptance Idaho, Inc. has breached this Settlement Agreement. The EEOC and Wells Fargo Financial Acceptance Idaho, Inc. shall use that 20-day period for good faith efforts to resolve the matter. In the event the EEOC and Wells Fargo Financial Acceptance Idaho, Inc. cannot resolve their differences, they agree to mediate the issue in good faith at Wells Fargo Financial Acceptance Idaho, Inc.'s expense using an outside mediator, prior to bringing any action for breach of the Settlement Agreement.

VII. RETENTION OF JURISDICTION

23. The United States District Court for the District of Idaho shall retain jurisdiction over this matter for the duration of this Settlement Agreement.

VIII. DURATION AND TERMINATION

24. This Settlement Agreement shall be in effect for one year plus ninety (90) days, commencing with the date this Agreement is filed. If the EEOC petitions the Court for breach of agreement, and the Court finds Wells Fargo Financial Acceptance Idaho, Inc. to be in violation of the terms of this Settlement Agreement, the Court may extend this Agreement. Unless earlier terminated by the Court for good cause shown by Wells Fargo Financial Acceptance Idaho, Inc., this Settlement Agreement shall

expire without further action by the parties at midnight on the date one year plus ninety days after the date this Settlement Agreement is filed.

IX. CONCLUSION

25. The provisions of this Settlement Agreement are not binding on the parties until the authorized representatives of each party sign the Settlement Agreement and the Court executes and files the Order Approving Settlement Agreement.

DATED this 2d day of ~~December, 2000.~~

January, 2001.

A. LUIS LUCERO, JR.
Regional Attorney

C. GREGORY STEWART
General Counsel Designate

KATHRYN OLSON
Acting Supervisory Trial Attorney

GWENDOLYN YOUNG REAMS
Associate General Counsel

ZULEMA HINOJOS-FALL
Trial Attorney

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
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909 First Avenue, Suite 400
Seattle, Washington 98104
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EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION
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Washington, D.C. 20507

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BY: Gerald T. Husch
Attorneys for Defendants 2-2-01

BY: John C. Lynn
Attorneys for Plaintiff-Intervenor

ORDER APPROVING SETTLEMENT AGREEMENT

The Court, having considered the foregoing stipulated agreement of the parties, HEREBY ORDERS THAT the foregoing Settlement Agreement 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 Settlement Agreement approved herein.

DATED this _____ day of _____, 2000.

The Honorable B. Lynn Winmill
Chief District Judge

CHARGE - DISCRIMINATION

GENCY

CHARGE NUMBER

This form is affected by the Privacy Act of 1974; See Privacy Act Statement before completing this form.

FEPA
 EEOC

E-0798-029
386980287

Idaho Human Rights Commission
State or local Agency, if any

and EEOC

NAME (Indicate Mr., Ms., Mrs.)

HOME TELEPHONE (Include Area Code)

Ms. Stacy M. Schiffer

(208) 344-0510

STREET ADDRESS

CITY, STATE AND ZIP CODE

DATE OF BIRTH

2470 Canal Street, #204, Boise, ID 83705

04/21/77

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)

NAME

NUMBER OF EMPLOYEES, MEMBERS

TELEPHONE (Include Area Code)

Fidelity Financial Services

201 - 500 Employees

(208) 322-2841

STREET ADDRESS

CITY, STATE AND ZIP CODE

COUNTY

2645 North Cole Road, Boise, ID 83704

001

NAME

TELEPHONE NUMBER (Include Area Code)

Norwest, Inc.

STREET ADDRESS

CITY, STATE AND ZIP CODE

COUNTY

3101 West 69th Street, Edina, Minnesota, 55435

CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es))

DATE DISCRIMINATION TOOK PLACE

RACE COLOR SEX RELIGION NATIONAL ORIGIN
 RETALIATION AGE DISABILITY OTHER (Specify)

EARLIEST

LATEST

04/25/98

07/17/98

CONTINUING ACTION

THE PARTICULARS ARE (If additional space is needed, attach extra sheet(s)):

See Attached

JUL 28 1998

000032

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures.

~~NOTARY - (When necessary for State and Local Requirements)~~

~~I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.~~

I declare under penalty of perjury that the foregoing is true and correct.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Day, month, and year)

COMPLAINANT: Stacy Schiffer vs. Fidelity Financial Services

PAGE TWO

THE PARTICULARS ARE:

I. COMPLAINANT'S STATEMENT OF HARM:

I was continuously sexually harassed and retaliated against for complaining of the harassment.

II. RESPONDENT'S REASON FOR ADVERSE ACTION:

Ms. Joan Burns, manager for Respondent, has not provided me a reason for the sexual harassment, nor for the retaliation. Mr. George Mullinix, district manager for Respondent, has not provided me with a reason for not investigating my complaints.

III. COMPLAINANT'S STATEMENT OF DISCRIMINATION:

I believe that I have been discriminated against based on my sex, female, and retaliated against for complaining about sexual harassment. I offer the following statements in support of these beliefs:

A. I was employed as a customer service representative for Respondent on April 20, 1998. I have an excellent work history despite the uncomfortable work environment.

B. On approximately April 27, 1998, I began feeling extremely uncomfortable at work. Ms. Burns delivered a mini-seminar on how to cheat on men and get away with it. Shortly after this, Ms. Burns went on to describe the beauty of a woman's body and her sexual fantasies involving another man and woman. She spoke of what she had seen on the internet in reference to sexually explicit material and invited both Ms. Price, co-worker, and myself to go home with her some evening to play with it. I was shocked by her topics, and was even more uncomfortable when she began touching me. While at my desk working, Ms. Burns would stand over me so closely that she would brush her body against me. I pulled away every time she came too near. Ms. Burns asked me what was wrong with me, referring to the slight adjustments I would have to make to prevent her from brushing her body against me. I told her that I was uncomfortable with her getting so close to me. She responded sarcastically, "Get a life!" She did not respect my request to stop touching me.

C. I complained to Mr. Mullinix, district manager for Respondent, about Ms. Burns behavior on June 26, 1998. He flew in from the corporate office and observed Ms. Burns actions. He agreed that Ms. Burns was getting much closer in proximity to me than was necessary. He also affirmed that he had seen me try to avoid her touch by moving away when she touched me. He said he would take care of the problem.

D. Ms. Burns continued her sexual harassment both physically and verbally. She noticed my bra strap had slipped out of my sleeveless dress. She adjusted it rather than simply telling me that the strap was exposed. Ms. Burns has found many excuses to touch me, such as, grabbing my leg and lifting it to observe my tattoo, which is on my ankle. She has tried to rub my thigh with her hand, claiming she was interested in the material of my slacks. She went as far as lifting the back of my shirt and pulling the tag out from the back of my slacks to check the material. I told her that I resented her handling me.

000033

E. Ms. Burns has asked me if I had "gotten laid last night" when I've come into work. She had me sit in her chair on one particular day. She said, "Now I can share my crabs with you." She has made comments concerning her vibrator, complaining that she has worn the batteries out so often that she's considering a model that plugged in. She described the phallic purpose of this implement.

F. Ms. Burns has asked me about my body and my use of birth control. These topics are personal to me and I saw no need to respond to her interests. On another occasion, I was bending over Ms. Price's desk assisting her on the computer when Ms. Burns approached me from behind. She reached slightly down the back of my slacks and grabbed the top of my underwear. I was startled and stood upright. She allowed my underwear to snap back and said, "Ah, blue today."

G. I complained once again to Mr. Mullinix about Ms. Burns on July 15, 1998. He assured me that the behavior would cease. The sexual harassment has decreased, but not ended. I feel that since complaining to Mr. Mullinix, Ms. Burns has begun retaliating against me. My work is suddenly being heavily scrutinized. Processes that I had been trained to do previously now are no longer satisfactory to Ms. Burns. She's called me liar on several occasions when discussing areas of concern. At one point, my co-worker, Ms. Misty Price, came to my defense by stating that I was correct in the manner in which I processed. Ms. Burns did not apologize, but rather found other areas to chastise, which were never pointed out to me in my training.

H. More recently, Ms. Misty Price, my co-worker who is going to be married soon, was trying to measure me for my bridesmaid dress. Ms. Burns came up and took the tape away from Ms. Price and told us that she would measure. Rather than approaching me from the back to measure my bust, she stood in front of me and extended the tape only from one breast to the other, applying pressure to my breasts as she rested the tape measure there. She did not attempt to do the measurement correctly but she appeared pleased at the opportunity to touch me again. I again backed away and we ended the measurement session while in her presence.

I. Since speaking with Mr. Mullinix about the problem I was experiencing with Ms. Burns, Ms. Burns has refused to proceed with my training. She has told Ms. Price that she refused to do my evaluation. She also told Ms. Price that she didn't expect me to remain with Respondent much longer anyway. She also told her that I would be stupid not to quit. Ms. Burns has left piles of trash under my desk on several occasions, claiming that she had forgotten that there was no longer a trash can there. I had reminded her of this prior to her throwing her paper under my desk. Since complaining, Ms. Burns has demeaned me with her sarcasm and talking down to me. She calls me "kid" or "kiddo" instead of my name, and has made working conditions extremely tense.

000034

J. Respondent employs over 15 employees.

I believe the practices of the above-named Respondent are in violation of:

- Title 67, Chapter 59 of the Idaho Code
- Title 44, Chapter 17 of the Idaho Code
- Title VII of the Civil Rights Act of 1964, as amended
- Age Discrimination in Employment Act of 1967 (ADEA)
- Americans with Disabilities Act

000035

CHARGE OF DISCRIMINATION

AGENCY

CHARGE NUMBER

FEPA
 EEOC

E-0299-321
380990-164

This form is affected by the Privacy Act of 1974; See Privacy Act Statement before completing this form.

Idaho Human Rights Commission and EEOC
State or local Agency, if any

NAME (Indicate Mr., Mrs., Mx.)
Stacie Schiffer

HOME TELEPHONE (Include Area Code)
(208) 344-0510

STREET ADDRESS CITY, STATE AND ZIP CODE

2470 Canal Street, No. 204, Boise, ID 83705

DATE OF BIRTH

04/21/77

NAMED IS THE EMPLOYER, LABOR ORGANIZATION, EMPLOYMENT AGENCY APPRENTICESHIP COMMITTEE, STATE OR LOCAL GOVERNMENT AGENCY WHO DISCRIMINATED AGAINST ME (If more than one list below.)

| | | |
|-------------------------------------|--|---|
| NAME Fidelity Financial Services | NUMBER OF EMPLOYEES, MEMBERS 201 to 500 Employees | TELEPHONE (Include Area Code) (208) 322-2841 |
|-------------------------------------|--|---|

| | | |
|---|--------------------------|---------------|
| STREET ADDRESS 2645 North Cole Road, Boise, ID 83704 | CITY, STATE AND ZIP CODE | COUNTY 001 |
|---|--------------------------|---------------|

| | |
|-----------------------|--------------------------------------|
| NAME Norwest, Inc. | TELEPHONE NUMBER (Include Area Code) |
|-----------------------|--------------------------------------|

| | | |
|---|--------------------------|--------|
| STREET ADDRESS 3101 West 69th Street, Adina MN 55435 | CITY, STATE AND ZIP CODE | COUNTY |
|---|--------------------------|--------|

| | | |
|--|---|--------------------|
| CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es)) <input type="checkbox"/> RACE <input type="checkbox"/> COLOR <input checked="" type="checkbox"/> SEX <input type="checkbox"/> RELIGION <input type="checkbox"/> NATIONAL ORIGIN <input checked="" type="checkbox"/> RETALIATION <input type="checkbox"/> AGE <input type="checkbox"/> DISABILITY <input type="checkbox"/> OTHER (Specify) | DATE DISCRIMINATION TOOK PLACE | |
| | EARLIEST 04/25/98 | LATEST 07/17/98 |
| | <input checked="" type="checkbox"/> CONTINUING ACTION | |

THE PARTICULARS ARE (If additional space is needed, attach extra sheet(s)):

See attached.

Social Security Number 516-11-7543

(SEE ATTACHED)

Feb 21 1999

000213

I want this charge filed with both the EEOC and the State or local Agency, if any. I will advise the agencies if I change my address or telephone number and cooperate fully with them in the processing of my charge in accordance with their procedures.

I declare under penalty of perjury that the foregoing is true and correct.

Stacie Schiffer

Date 2/17/99 Charging Party (Signature)

NOTARY - (When necessary for State and Local Requirements)

I swear or affirm that I have read the above charge and that it is true to the best of my knowledge, information and belief.

SIGNATURE OF COMPLAINANT

SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Day, month, and year)

Melinda E. Olson
17th of February, 1999

CHARGE OF DISCRIMINATION

February 23, 1999

PAGE 2

- I. **COMPLAINANT'S STATEMENT OF HARM:** I was continuously sexually harassed, retaliated against for complaining of the harassment, and constructively discharged.

- II. **RESPONDENT'S REASON FOR ADVERSE ACTION:** Ms. Joan Burns, Manager for Respondent, has not provided me a reason for the sexual harassment, nor for the retaliation. Mr. George Mullinix, District Manager for Respondent, has not provided me with a reason for not investigating my complaints.

- III. **COMPLAINANT'S STATEMENT OF DISCRIMINATION:** I believe that I have been discriminated against based on my sex, female, and retaliated against for complaining about sexual harassment. I offer the following statements in support of these beliefs:
 - A. I was employed as a customer service representative for Respondent on April 20, 1998. I have an excellent work history despite the uncomfortable work environment.

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 - C. I complained to Mr. Mullinix, District Manager for Respondent, about Ms. Burns' behavior on June 26, 1998. He flew in from the corporate office and observed Ms. Burns' actions. He agreed that Ms. Burns was getting much closer in proximity to me than was necessary. He also confirmed that he had seen me try to avoid her touch by moving away when she touched me. He said he would take care of the problem.

 - D. Ms. Burns continued her sexual harassment both physically and verbally. She noticed my bra strap had slipped out of my v-neck sweater. She adjusted it rather than simply telling me that the strap was exposed. Ms. Burns has found many excuses to touch me, such as, grabbing my leg and lifting it to observe my tattoo, which is on my ankle.

CHARGE OF DISCRIMINATION

February 23, 1999

PAGE 3

She has tried to rub my thigh with her hand, claiming she was interested in the material of my slacks. She went as far as lifting the back of my shirt and pulling the tag out from the back of my slacks to check the material. I told her that I resented her handling me.

- E. Ms. Burns has asked me if I had "gotten laid last night" when I've come into work. She had me sit in her chair on one particular day. She said, "Now I can share my crabs with you". She had made comments concerning her vibrator, complaining that she has worn the batteries out so often that she's considering a model that plugged in. She described the phallic purpose of this instrument.
- F. Ms. Burns has asked me about my body and my use of birth control. These topics are personal to me and I saw no need to respond to her interests. On another occasion, I was bending over Ms. Price's desk assisting her on the computer when Ms. Burns approached me from behind. She reached slightly down the back of my slacks and grabbed the top of my underwear. I was startled and stood upright. She allowed my underwear to snap back and said, "Ah, blue today".
- G. I complained once again to Mr. Mullinix about Ms. Burns on July 15, 1998. He assured me that the behavior would cease. The sexual harassment has decreased, but not ended. I feel that since complaining to Mr. Mullinix, Ms. Burns has begun retaliating against me. My work is suddenly being heavily scrutinized. Processes that I had been trained to do previously now are no longer satisfactory to Ms. Burns. She's called me a liar on several occasions when discussing areas of concern. At one point, my co-worker, Ms. Misty Price, came to my defense by stating that I was correct in the manner in which I processed. Ms. Burns did not apologize, but rather found other areas to chastise, which were never pointed out to me in my training.
- H. More recently, Ms. Price, who is going to be married soon, was trying to measure me for my bridesmaid dress. Ms. Burns came up and took the tape away from Ms. Price and told us that she would measure. Rather than approaching me from the back to measure my bust, she stood in front of me and extended the tape around me and held the tape to my breast from one breast to the other, applying pressure as she rested the tape measure there. She did not attempt to do the measurement correctly but she appeared pleased at the opportunity to touch me again. I again backed away and we ended the measurement session while in her presence.
- I. Since speaking with Mr. Mullinix about the problem I was experiencing with Ms. Burns, Ms. Burns has refused to proceed with my training. She has told Ms. Price that she refused to do my evaluation. She also told Ms. Price that she didn't expect

CHARGE OF DISCRIMINATION

February 23, 1999

PAGE 4

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J. That Fidelity's failure to address the above mentioned retaliation coupled with Ms. Burns' continuous retaliation created intolerable working conditions. These matters were previously raised and addressed in Complainant's previous Charge of Discrimination Nos. E-0798-029; 38C 980 287. Therefore, I was forced to resign on July 17, 1998 which constituted a constructive discharge.

K. Respondent employs over 15 employees.

I believe the practices of the above named Respondent are in violation of: Title 67, Chapter 59 of the Idaho Code and Title VII of the Civil Rights Act of 1964, as amended.



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Seattle District Office

DEC - 7 1999

Federal Office Building
909 First Avenue, Suite 400
Seattle, WA 98104-1061
(206) 220-6883
TTY (206) 220-6882
FAX (206) 220-6911

Stacie Schiffer
2470 Canal Street #204
Boise, ID 83705

Charge No.38C990164

Charging Party

Fidelity Financial Services
206 Eight Street
Des Moines, IA 50309

Respondent

DETERMINATION

Under the authority vested in me by the Commission, I issue the following determination as to the merits of the subject charge filed under Title VII of the Civil Rights Act of 1964, as amended (Title VII).

All requirements for coverage have been met. Charging Party alleged that she was discriminated against in violation of Title VII in that she was sexually harassed, retaliated against for complaining of the harassment and constructively discharged on July 17, 1998 due to the hostile environment, because of her gender, female.

During the investigation, all relevant, available witnesses were interviewed, and all relevant documents were reviewed. I have considered all the evidence disclosed during the investigation and have determined that there is reasonable cause to believe that there is a violation of Title VII with regard to Charging Party's allegation of sexual harassment, hostile work environment and retaliation.

Upon finding that there is reason to believe that a violation has occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore the Commission now invites the parties to join with it in reaching a just resolution of this matter. The Commission will also consider compensatory and punitive damages under the Civil Rights Act of 1991.

000236

EXHIBIT 2 - Page 1/2

If the Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the office Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission. A Commission representative will contact each party in the near future to begin conciliation.

On Behalf of the Commission:

DEC - 7 1999


JEANETTE M. LEINO
District Director

cc John Lynn
Lynn Scott & Hackney, P.L.L.C.
500 W. Bannock
Boise, ID 83702

000207

SETTLEMENT AGREEMENT

This Settlement Agreement (hereinafter "Agreement") is made and entered into on the date of the last signature below, by and among: (a) Stacie Glover, formerly known as Stacie Schiffer, and Eric Glover, wife and husband (hereinafter "Glovers"); and (b) Wells Fargo Financial Acceptance Idaho, Inc., formerly known as Fidelity Financial Services of Idaho, Inc., formerly known as Fidelity Financial Services, Inc., an Idaho corporation; Wells Fargo Financial Acceptance, Inc., formerly known as Fidelity Acceptance Corp.; Fidelity Acceptance Holding, Inc.; Wells Fargo Financial, Inc., formerly known as Norwest Financial, Inc.; Wells Fargo Financial Services, Inc., formerly known as Norwest Financial Services, Inc.; and Wells Fargo & Company, formerly known as Norwest Corporation (all of which are hereinafter "Wells Fargo").

WHEREAS, between on or about April 20, 1998, and on or about June 27, 1998, Stacie Schiffer was employed by Fidelity Financial Services, Inc., an Idaho corporation. On or about June 28, 1998, Fidelity Financial Services, Inc. changed its name to Fidelity Financial Services of Idaho, Inc., and from June 28, 1998, through July 30, 1998, Stacie Schiffer was employed by Fidelity Financial Services of Idaho, Inc.

WHEREAS, between on or about July 28, 1998, and on or about February 19, 1999, Stacie Schiffer filed with both the Idaho Human Rights Commission and the Equal Employment Opportunity Commission ("EEOC") charges of discrimination numbered E-0798-029, 38C 980287, E-0299-321 and 38C 990164, all of which charges of discrimination are incorporated herein by this reference, in which she alleged that "Fidelity Financial Services" and "Norwest, Inc." had discriminated against her on the basis of sex and retaliated against her, in violation of the Idaho Human Rights Act, Idaho Code Sections 67-5901 *et seq.*, and Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000e *et seq.*

WHEREAS, on or about October 20, 1999, Stacie Schiffer filed, as Case No. CV OC 9905638D, in the District Court of the Fourth Judicial District of the State of Idaho, in and for the County of Ada, a Complaint and Demand for Jury Trial captioned "STACIE SCHIFFER, Plaintiff, vs. FIDELITY FINANCIAL SERVICES OF IDAHO, FIDELITY SERVICES, INC. and NORWEST FINANCIAL, INC., Defendants," which Complaint and Demand for Jury Trial is incorporated herein by this reference.

WHEREAS, on or about December 29, 1999, the EEOC filed as Case No. CIV99-0610-S-BLW in the United States District Court for the District of Idaho, a Complaint - Jury Trial Demand, captioned "EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, Plaintiff, vs. FIDELITY FINANCIAL SERVICES OF IDAHO, INC., Defendant," which Complaint - Jury Trial Demand is incorporated herein by this reference.

WHEREAS, on or about March 30, 2000, the EEOC filed in Case No. CIV99-0610-S-BLW in the United States District Court for the District of Idaho, a First Amended Complaint - Jury Trial Demand, captioned "EQUAL EMPLOYMENT

EXHIBIT 3 TO SETTLEMENT AGREEMENT AND (PROPOSED)
ORDER APPROVING SETTLEMENT AGREEMENT - 1

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OPPORTUNITY COMMISSION, Plaintiff, vs. FIDELITY FINANCIAL SERVICES OF IDAHO, INC., FIDELITY FINANCIAL SERVICES, INC., and NORWEST FINANCIAL, INC., Defendants," which First Amended Complaint - Jury Trial Demand is incorporated herein by this reference.

WHEREAS, on or about June 12, 2000, the United States District Court for the District of Idaho filed its Order Granting Motion to Intervene by Stacie Schiffer, thereby allowing Stacie Schiffer to assert claims against the defendants in Civil No. 99-0610-S-BLW, which case was then recaptioned as "EQUAL EMPLOYMENT OPPORTUNITY COMMISSION, and STACIE SCHIFFER, Plaintiffs, vs. FIDELITY FINANCIAL SERVICES OF IDAHO, INC., FIDELITY FINANCIAL SERVICES, INC., and NORWEST FINANCIAL, INC., Defendants," in the United States District Court for the District of Idaho.

WHEREAS, the Glovers and Wells Fargo thereafter agreed to settle all of the Glovers' claims against Wells Fargo (including but not limited to the Glovers' claims arising out of the occurrences and transactions underlying the above-referenced charges of discrimination, complaints and lawsuits).

NOW, THEREFORE, in consideration of and in exchange for their mutual promises set forth herein, the Glovers and Wells Fargo hereby agree as follows:

1. PAYMENT OF SETTLEMENT PROCEEDS TO GLOVERS. Within the time set forth in paragraph 11 of the Settlement Agreement and (Proposed) Order Approving Settlement Agreement, which this Agreement is attached to and made a part of, Wells Fargo shall pay and deliver to the Glovers and their counsel the sum of Fifty-two Thousand Five Hundred and No/100 Dollars (\$52,500.00).

2. RELEASE. The Glovers fully compromise and settle, and completely and forever release and discharge Wells Fargo from, any and all claims, as defined herein, whether or not such claims arise out of the any of the transactions or occurrences underlying the above-referenced charges of discrimination, complaints and lawsuits.

3. GLOVERS' FURTHER ACKNOWLEDGMENTS AND REPRESENTATIONS.

(a) The Glovers represent that they are husband and wife. Stacie Schiffer represents that prior to her marriage to Eric Glover she was at all time a single, unmarried woman.

(b) The Glovers understand that this Agreement contains a complete and total release of all of their claims against Wells Fargo.

(c) The Glovers acknowledge that they will not be able to recover any further monetary amounts from Wells Fargo for any claim, even if such claim is not known to

them and even if knowledge of the unknown claim would cause them not to enter into this Agreement.

(d) The Glovers shall not be entitled to any further employment, or consideration for employment, with Wells Fargo or any company affiliated with Wells Fargo.

(e) The Glovers shall be responsible for payment of all taxes with respect to the payment of the Settlement Proceeds specified in Section 1 of this Agreement and agree to defend, indemnify and hold harmless Wells Fargo from and against any claim of liability for taxes of any kind, interest and/or penalties as may be asserted against Wells Fargo by any third party, including but not necessarily limited to the United States of America, Internal Revenue Service, Social Security Administration, the State of Idaho or the Idaho State Tax Commission as a result of its payment of the Settlement Proceeds specified in Section 1 of this Agreement.

4. MISCELLANEOUS PROVISIONS.

(a) **Definition of "Claim(s)."** The term "claim(s)," as used in this Agreement, means any and all claims—whether past, present or future, known or unknown, legal or equitable, contingent or established—of every kind, name and nature, including but not necessarily limited to all costs, bills, expenses, damages, demands, promises, contracts, court costs, attorney's fees, liens, subrogation interests, controversies, actions, causes of action, choses in action and judgments, and further including but not limited to any and all: (i) charges of discrimination and causes of action under the Idaho Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Family and Medical Leave Act, the Americans with Disabilities Act, the Fair Labor Standards Act, the Employee Retirement Income Security Act, the Idaho Wage Claim Statute, any and all amendments to such statutes; (ii) claims of wrongful termination or constructive discharge from employment; (iii) claims of breach of any express or implied employment contract or agreement; (iv) claims for back pay, front pay or reinstatement; (v) claims for punitive, exemplary or double or treble damages; (vi) wage claims, claims of breach of the implied covenant of good faith and fair dealing and claims of *quantum meruit*; (vii) claims and causes of action that were or could have been asserted in the above-referenced lawsuits; and (viii) claims under any other federal or state discrimination, human rights, employment, unemployment compensation, employment security, worker's compensation, occupational disease, or wage and hour law or statute.

(b) **Nonadmission of Liability.** This Agreement is entered into as a settlement of disputed claims and to avoid the expense and inconvenience of litigation, and this Agreement is not an admission of any wrongdoing, liability or fault by Wells Fargo or of any damages to the Glovers.

(c) **Integration and Modification.** The terms of this Agreement are contractual and not mere recitals. No promise, inducement or agreement, except those stated in this Agreement, has been made to any party to induce said party to make or sign this Agreement.

This Agreement constitutes the final and entire expression of the parties and supersedes all prior statements, promises, representations, agreements and understandings, either oral or written, with respect to the matters set forth herein. No agent of any party or any other person may orally or by conduct modify, delete, vary, or contradict the terms or conditions of this Agreement or this paragraph. This Agreement may be modified only by a written agreement signed by all parties.

(d) **Titles and Captions.** All section and paragraph titles and captions contained in this Agreement are for convenience only and shall not be deemed part of the context nor affect the construction or interpretation of this Agreement.

(e) **Severability.** The invalidity or unenforceability of any provision herein, or portion thereof, shall in no way affect the enforceability of any remaining provision of this Agreement, which remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid portion thereof eliminated.

(f) **Parties in Interest.** This Agreement shall be binding upon and inure to the benefit of each of the parties to this Agreement and any and all of his/her/its spouses, family members, predecessors, successors, representatives, attorneys, assigns, agents, employees, members, servants, estates, insurers, reinsurers, underwriters, heirs, executors, administrators, holding companies, subsidiaries and/or related entities, and any and all other persons and entities acting for, by or through said party or on his/her/its behalf.

(g) **Governing Law.** This Agreement shall be interpreted and construed in accordance with the laws of the state of Idaho.

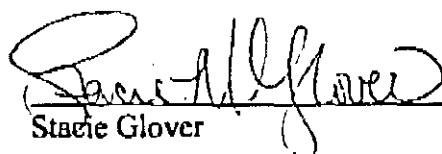
(h) **Attorney's Fees.** In any lawsuit brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and court costs in addition to any other relief that may be awarded.

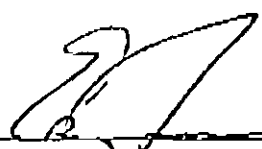
(i) **Waiver.** The waiver by any party of a breach or violation of any provision of this Agreement shall not operate or be construed to be a waiver of any other or subsequent breach or violation of this Agreement.

(j) **Further Actions.** The parties agree to execute and deliver to each other any pleadings, agreements, or other documents and to take any other action reasonably necessary to effectuate the intent of this Agreement.

The undersigned acknowledge that they have fully read the terms of this Agreement and fully understand and voluntarily accept the terms of this Agreement.

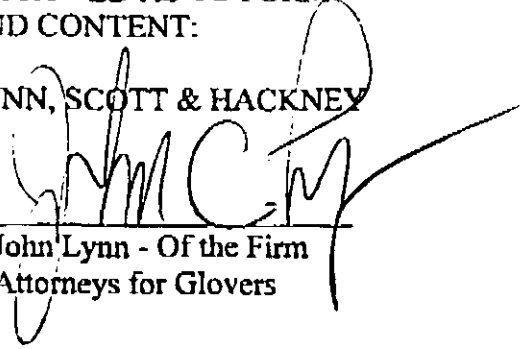
GLOVERS


Stacie Glover


Eric Glover

APPROVED AS TO FORM
AND CONTENT:

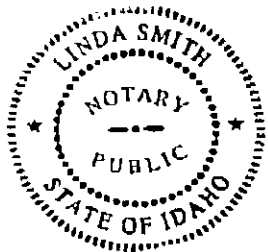
LYNN, SCOTT & HACKNEY


By 
John Lynn - Of the Firm
Attorneys for Glovers

STATE OF IDAHO)
) ss.
County of Ada)

On this 15 day of Dec, 2000, before me, personally appeared STACIE GLOVER, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.




NOTARY PUBLIC, for Idaho
Residing at Castle Id
My Commission Expires 3/17/2003

STATE OF IDAHO)
) ss.
County of Ada)

On this 15 day of Dec, 2000, before me, personally appeared ERIC GLOVER, known or identified to me (or proved to me on the oath of _____), to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

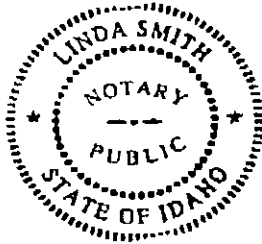
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Linda Smith

NOTARY PUBLIC for Idaho

Residing at Coeur d'Alene Idaho

My Commission Expires 3/17/2013



WELLS FARGO

By *Gerald T. Husch* 12/18/12

Gerald T. Husch
Its Attorney

Sexual Harassment

Wells Fargo Financial seeks to provide each team member with an equal opportunity to reach his or her full potential. Harassment based upon sex, race, color, age, religion, disability, national origin, ancestry, pregnancy, marital status, military service or any other legally protected characteristic or condition is inconsistent with this goal, unprofessional, illegal, and will not be tolerated.

Sexual harassment includes unwelcome sexual advances, requests for sexual favors, and other conduct of a sexual nature when (1) acceptance of the conduct is required as a part of a person's employment, (2) an employment decision regarding the harassed person is based upon their acceptance or refusal of the conduct, or (3) the conduct is intended to or actually does unreasonably interfere with a team member's job performance or create an intimidating, hostile, or offensive working environment. Examples include: unwelcome advances or propositions and conduct of a sexual nature that creates a threatening or offensive working environment, such as sexual innuendoes, comments, jokes or insults; the posting or distribution of sexually suggestive or derogatory pictures or drawings; the making of suggestive or obscene noises or gestures; or unnecessary touching.

Harassment based upon any other legally protected characteristic or condition includes conduct intended to or that actually does unreasonably interfere with a team member's job performance or creates an intimidating, hostile, or offensive working environment. Examples include: name-calling, slurs, demeaning remarks, stereotyping, or jokes, and the distribution of demeaning drawings or cartoons.

EXHIBIT

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Any team member who believes that he/she or another team member has been subjected to harassment by another team member or any other person within the workplace must immediately report the alleged conduct to either:

**Pete DeLanoit
Director of Human Resources
Wells Fargo Financial, Inc.
206 Eighth Street
Des Moines, Iowa 50309
515 557-7200
petedelanoit@financial.wellsfargo.com**

or

**James E. Goodson
Senior Vice President
Wells Fargo Financial, Inc.
206 Eighth Street
Des Moines, Iowa 50309
515 557-7332
jimgoodson@financial.wellsfargo.com**

Every report will be promptly investigated, and information received will be treated as confidential, except as necessary to investigate the report. Any retaliation against a team member who reported suspected harassment is illegal, will not be tolerated, and should be reported immediately. Any team member found to have engaged in harassing conduct will be subject to disciplinary action, including but not limited to, counseling or training, a reprimand, transfer, demotion, suspension with or without pay, and termination of employment.

NOTICE TO ALL EMPLOYEES

This notice is being posted pursuant to an agreement between Wells Fargo Financial Acceptance Idaho, Inc. (formerly known as Fidelity Financial Services, Inc., which was formerly known as Fidelity Financial Services, Inc.) and the Equal Employment Opportunity Commission, entered as the result of a settlement of a lawsuit pending in the United States District Court for the District Idaho, Civil No. CIV99-0610-S-BLW.

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 (over age 40), or disability with respect to hiring, firing, compensation, or other terms, conditions or privileges of employment. Sexual harassment is a form of sex discrimination, and is also prohibited under Title VII.

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.

Wells Fargo Financial Acceptance Idaho, Inc. has posted this notice because the company supports and will comply with these federal laws in all respects and will not take any retaliatory action against employees because they have exercised their rights under the law. Wells Fargo Financial Acceptance Idaho, Inc. also has an anti-sexual harassment training program and distributes to all employees and managers the Company's policy prohibiting sexual harassment.

DATED _____

BY _____