



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle District Office
JAN 21 1999

Federal Office Building
909 First Ave., Suite 400
Seattle, WA 98104-1061
PH: (206) 220-6883
T.D.: (206) 220-6882
FAX: (206) 220-6911

Marla Martin
1641 Stafford Court
Clarkston, WA 99403

Charge 38C 970242

Charging Party

Tony Copeland Ford
1617 21st Street
Lewiston, ID 83501

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.

All requirements for coverage have been met. Charging Party alleged that Respondent discriminated against her in violation of Title VII in that because of her gender, she was subjected to sexual harassment; that she was retaliated against for complaining of sexual harassment and was forced to quit because Respondent management failed to respond to her complaints.

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 the statute as alleged.

Upon finding that there is reason to believe that violations have 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 confidentiality provisions of Title VII and Commission Regulations apply to information obtained during conciliation.

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

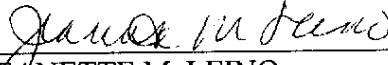
EXHIBIT 2

Charge 38C970242
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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:

JAN 21 1999



JEANETTE M. LEINO
District Director

cc: Charles A. Brown, Atty for Respondent
324 Main Street
POBox 1225
Lewiston, ID 83501

EXHIBIT 2
Page 2 of 2

HOLD HARMLESS AGREEMENT

MARLA J. MARTIN has been paid the amount of Forty-Two Thousand Five Hundred Dollars (\$42,500.00), receipt of which is hereby acknowledged. MARLA J. MARTIN has requested that said amount be designated as: Twenty Thousand Dollars (\$20,000.00) in the form of salary, and Twenty-Two Thousand Five Hundred (\$22,500.00) as a lump sum for emotional distress incurred by her. Said amount has been paid on behalf of HOFF FORD INC. and/or HALL COPELAND FORD, LINCOLN, MERCURY, MAZDA d/b/a HALL COPELAND AUTO VILLAGE d/b/a TONY COPELAND AUTO VILLAGE, its successors and assigns, and all other persons, firms, or corporations who are or might be liable for any claims of any kind or character which MARLA J. MARTIN may have as against HOFF FORD INC., et al.

In regard to the Twenty-Two Thousand Five Hundred (\$22,500.00) paid for emotional distress, if at any time in the future a governmental agency, whether federal, state, or local, requires HOFF FORD, INC. to redesignate said Twenty-Two Thousand Five Hundred (\$22,500.00) as salary, MARLA J. MARTIN shall hold HOFF FORD INC., et al., harmless from any additional costs, expenses, taxes, payroll costs or expenses that HOFF FORD INC., et al., would be responsible for in said redesignation.

DATED on this ___ day of November, 2000.

Marla J. Martin

STATE OF _____)
): ss.
County of _____)

On this ___ day of November, 2000, before me, _____, a notary public, personally appeared, MARLA J. MARTIN, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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

(NOTARY SEAL)

Notary Public for _____
Residing at _____
My commission expires on _____

HOLD HARMLESS AGREEMENT

Charles A. Brown, Esq.
P.O. Box 1225/324 Main St.
Lewiston, Idaho 83501
509-747-2000 / 509-746-5886 (fax)

EXHIBIT 3

RELEASE IN FULL

For the sole and only consideration of Forty-Two Thousand Five Hundred Dollars (\$42,500.00) to MARLA J. MARTIN paid, receipt of which is hereby acknowledged, MARLA J. MARTIN hereby releases and discharges HOFF FORD, INC., AND/OR HALL-COPELAND FORD LINCOLN MERCURY MAZDA d/b/a HALL-COPELAND AUTO VILLAGE d/b/a TONY COPELAND AUTO VILLAGE, its successors and assigns, and all other persons, firms or corporations who are or might be liable, from all claims of any kind or character which she has or might have against HOFF FORD, INC., AND/OR HALL-COPELAND FORD LINCOLN MERCURY MAZDA d/b/a HALL-COPELAND AUTO VILLAGE d/b/a TONY COPELAND AUTO VILLAGE, and especially because of all losses, injuries, or damages to person or property of any nature whatsoever, including financial, reputation, or income loss, whether developed or undeveloped, resulting or to result from her employment with HOFF FORD, INC., AND/OR HALL-COPELAND FORD LINCOLN MERCURY MAZDA d/b/a HALL-COPELAND AUTO VILLAGE d/b/a TONY COPELAND AUTO VILLAGE, her separation from HOFF FORD, INC., AND/OR HALL-COPELAND FORD LINCOLN MERCURY MAZDA d/b/a HALL-COPELAND AUTO VILLAGE d/b/a TONY COPELAND AUTO VILLAGE, whether that be by her own volition or by constructive discharge or otherwise, and any other claims of any nature whatsoever that she may have by reason of any interrelationship that she had with HOFF FORD, INC., AND/OR HALL-COPELAND FORD LINCOLN MERCURY MAZDA d/b/a HALL-COPELAND AUTO VILLAGE d/b/a TONY COPELAND AUTO VILLAGE, and she hereby acknowledges full settlement and satisfaction of all claims of whatever kind or character which she may have against HOFF FORD, INC., AND/OR HALL-COPELAND FORD LINCOLN MERCURY MAZDA d/b/a HALL-COPELAND AUTO VILLAGE d/b/a TONY COPELAND AUTO VILLAGE, by reason of the above-mentioned losses or injuries or arising from a cause of civil of action entitled EEOC v. Hall-Copeland Ford Lincoln Mercury Mazda, et al., Civ. No. 99-0089-N-EJL, filed in the United States District Court for the District of Idaho.

It is further understood and agreed that the payment of said amount is not to be construed as an admission of liability upon the part of said persons, firms, or corporations; liability being by HOFF FORD, INC., AND/OR HALL-COPELAND FORD LINCOLN MERCURY MAZDA d/b/a HALL-COPELAND AUTO VILLAGE d/b/a TONY COPELAND AUTO VILLAGE expressly denied.

EXHIBIT 3

All agreements and understandings between the parties hereto are embodied and expressed herein and the terms of this release are contractual and not a mere recital.

MARLA J. MARTIN HAS READ THE FOREGOING RELEASE AND FULLY UNDERSTANDS IT.

DATED on this ____ day of _____, 2000.

Marla J. Martin

Acceptable as to form and content:

Carmen Flores
Attorney for Marla J. Martin

STATE OF _____)
 : ss.
County of _____)

On this ____ day of _____, 2000, before me, _____, a notary public, personally appeared, Marla J. Martin, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same.

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

(NOTARY SEAL)

Notary Public for _____
Residing at _____
My commission expires on _____

EXHIBIT 3

NOTICE TO ALL EMPLOYEES

This notice is being posted pursuant to a agreement between Hall-Copeland Ford Lincoln Mercury Mazda and the Equal Employment Opportunity Commission as the result of a settlement of a lawsuit pending in the federal district court for the district of Idaho, Civ. No. 99-0089-N-EJL.

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.

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.

Hall-Copeland Ford Lincoln Mercury Mazda will institute a training program to train its managers regarding the requirements of the above statutes, with particular emphasis on sex discrimination.

This notice is being posted because Hall-Copeland Ford Lincoln Mercury Mazda 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.

DATED _____, 2000.

Hall-Copeland Ford Lincoln Mercury Mazda

By: _____

EXHIBIT 4

United States District Court
for the
District of Idaho
November 9, 2000

CV

* * CLERK'S CERTIFICATE OF MAILING * *

Re: 3:99-cv-00089

I certify that a copy of the attached document was mailed to the following named persons:

A Luis Lucero Jr, Esq.
US EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle District Office
909 First Ave #400
Seattle, WA 98104-1061

Claire Cordon, Esq.
US EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle District Office
909 First Ave #400
Seattle, WA 98104-1061

Charles A Brown, Esq.
BROWN & LITTENEKER
PO Drawer 1225
Lewiston, ID 83501

Cameron S. Burke, Clerk

Date: November 9, 2000

BY: Carol Unruh
(Deputy Clerk)