

THE HONORABLE WILLIAM L. DWYER

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AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON DEPUTY
BY _____

ORIGINAL

UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

DURYEE REAL ESTATE, INC., dba
PRUDENTIAL PREFERRED PROPERTIES,
RICHARD JAMES ENTERPRISES, LTD.,
dba PRUDENTIAL PREFERRED
PROPERTIES, OLYMPIC RESIDENTIAL
PROPERTIES, INC., dba PRUDENTIAL
PREFERRED PROPERTIES, and DURYEE
GROUP, INC., dba PRUDENTIAL
PREFERRED PROPERTIES,

Defendants.

C98-0393 WD

CONSENT DECREE

FILED _____ ENTERED _____
LODGED _____ RECEIVED _____

APR 12 1999

AT SEATTLE
CLERK U.S. DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON DEPUTY
BY _____

I. INTRODUCTION

1. This action originated with a discrimination charge Carol Wilbanks filed with the Equal Employment Opportunity Commission ("EEOC") on July 7, 1997. Ms. Wilbanks alleged Prudential Preferred Properties, a general partnership comprised of the above corporate partners ("Prudential") discriminated against her by paying her and other female branch managers less than males because of sex, in violation of the Equal Pay Act of 1963 and Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq. ("Title VII"). A copy of the charge is attached to this consent

Carol Wilbanks, EEOC, 7/7/97

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle District Office
Federal Office Building
909 First Avenue, Suite 400
Seattle, Washington 98104-1061
Telephone (206) 220-6883
Fax (206) 220-6911
TDD (206) 220-6882

1 decree as Exhibit 1. Ms. Wilbanks subsequently filed a charge of retaliatory discharge on October 9,
2 1997.

3 2. On November 14, 1997, the EEOC sent Prudential a Letter of Determination with a
4 finding of reasonable cause that Prudential violated the Equal Pay Act and Title VII by paying her
5 and other female branch managers less than male managers'and by retaliating against Ms. Wilbanks
6 by discussing her EEOC charge with other employees in the context of its effects of their own pay.
7 On November 19, 1998, the EEOC issued a finding of reasonable cause that Prudential discharged
8 Ms. Wilbanks in retaliation for her complaint of sex discrimination. Copies of the Letters of
9 Determination are attached to this consent decree as Exhibit 2.

10 3. The Commission filed this lawsuit on March 27, 1998, in the United States District
11 Court for the Western District of Washington at Seattle. The complaint alleges Prudential subjected
12 Ms. Wilbanks and other females to different terms and conditions of employment with regard to
13 wages and salary based on their sex, female. The Commission also alleges that Prudential retaliated
14 against her by discussing her charge with others and later terminating her.

15 4. The EEOC and Prudential want to conclude all claims arising out of the above charge
16 without expending further resources in contested litigation.

17 **II. NONADMISSION OF LIABILITY AND NONDETERMINATION BY THE COURT**

18 5. This consent decree is not an admission of wrongdoing or an adjudication or finding
19 on the merits of the case.

20 **III. SETTLEMENT SCOPE**

21 6. This consent decree is the final and complete resolution of all allegations of unlawful
22 employment practices contained in Carol Wilbanks' discrimination charge, in the EEOC's
23 administrative determinations, and in the complaint filed herein, including all claims by the parties
24 for attorney fees and costs.

25 //

26 //

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1 IV. MONETARY RELIEF

2 7. In settlement of this lawsuit, Prudential agrees to pay Carol Wilbanks and other
3 affected individuals a total of \$50,000 in equitable, punitive, and compensatory damages, less
4 applicable withholding required by law. Prudential shall pay this amount according to the following
5 schedule: (1) payment of \$15,000 on or before April 1, 1999; (2) payment of \$20,000 on or before
6 December 31, 1999; and (3) payment of \$15,000 on or before July 1, 2000. It shall mail a check to
7 the recipients of these funds in the following amounts:

8 (A) Payment of \$15,000 to Carol Wilbanks on or before April 1, 1999; payment of
9 \$17,000 to Ms. Wilbanks on or before December 31, 1999; payment of \$13,000 to Ms. Wilbanks on
10 or before July 1, 2000. Ms. Wilbanks designates \$15,000 of her settlement amount to attorney fees,
11 \$3,000 as costs, \$3,000 as wages, and \$24,000 as emotional distress damages. Prudential shall
12 designate the \$3,000 wage portion of the settlement in the payment made on or before December 31,
13 1999.

14 (B) Payment of \$1,800 to Deidre Haines on or before December 31, 1999, of which \$400
15 is designated as attorney fees and \$1,400 as wages; payment of \$1,200 to Ms. Haines on or before
16 July 1, 2000, of which \$400 is designated as attorney fees and \$800 as wages.

17 (C) Payment of \$1,200 to Sue Brodie on or before December 31, 1999; payment of \$800
18 to Ms. Brodie on or before July 1, 2000. Ms. Brodie's \$2,000 payment should be designated wages.

19 Ms. Wilbanks and the other affected individuals shall release Prudential from all claims
20 arising out of this lawsuit upon execution of this agreement. A copy of the release is attached to this
21 consent decree as Exhibit 3.

22 V. INJUNCTIVE RELIEF

23 A. General Provisions

24 8. Prudential reaffirms its commitment to comply with Title VII of the Civil Rights Act
25 of 1964 and the Equal Pay Act of 1963. In furtherance of this commitment, the company shall
26 monitor the affirmative obligations of this consent decree. The terms of this consent decree apply to
27 all applicants and employees.

1 9. The company will not retaliate against any applicant or employee for opposing a
2 practice deemed unlawful by Title VII or the Equal Pay Act or for making a charge, testifying,
3 assisting, or participating in any investigation, proceeding, or hearing associated with this action.

4 10. Prudential, its officers, agents, and employees are hereby enjoined from engaging in
5 personnel practices which unlawfully discriminate against applicants and employees in violation of
6 Title VII or the Equal Pay Act. In recognition of its obligations under Title VII and the Equal Pay
7 Act, Prudential will institute the policies and practices set forth below.

8 B. Establishment of Policy and Procedures to Prevent Discrimination

9 11. Prudential will develop a written policy to prevent discriminatory employment
10 practices based on sex. The policy will define what constitutes discrimination based upon sex and
11 explain the actions it will take when applicants or employees allege discrimination based on sex.
12 The policy will also explain the company's obligations under Title VII and the Equal Pay Act in
13 personnel procedures, including detailed instruction on nondiscriminatory compensation criteria.
14 The company shall submit a draft of this policy for EEOC's review and approval within twenty (20)
15 days of the date of entry of this decree. This policy will be distributed to all present and future
16 employees, both management and non-management, temporary and permanent, beginning 45 days
17 after entry of this decree and continuing for the duration of the decree. Prudential will mail copies of
18 its policy and procedures to EEOC within 45 days of the date of entry of this decree.

19 C. Internal Grievance Procedure

20 12. Prudential will maintain an internal grievance procedure for applicants or employees
21 who believe they have been discriminated against. These procedures will also be set forth in the
22 written policy discussed in paragraph 11 above. Consistent with the terms of the grievance
23 procedure:

24 a. The human resources director ("the director") will investigate employee and
25 applicant complaints.

26 b. The director will document the steps taken in the investigation of each
27 complaint, as well as any action taken as a result of the investigation and, if no action

1 is taken, the reasons for not taking corrective action.

2 c. The director shall inform the complainant of the outcome of the investigation.

3 d. Within thirty (30) days after the end of each year for three years following the
4 date of entry of this decree, the company will mail to EEOC a copy of each complaint
5 of discrimination along with a summary of the resolution of each complaint.

6 D. Title VII and Equal Pay Act Training

7 13. The company's human resources director will attend at least six hours of Title VII
8 and Equal Pay Act training annually during this consent decree's duration, according to the
9 provisions of paragraph 14. The cost of training shall be borne by the company. The company shall
10 submit for EEOC approval an outline of the training 30 days prior to the presentation, and approval
11 shall not be unreasonably withheld.

12 14. The training will focus on what constitutes sex discrimination under Title VII and the
13 Equal Pay Act, and the training will also include Prudential's obligations under this consent decree.
14 This includes instruction to management on nondiscriminatory selection and screening criteria and
15 proper considerations with regard to internal promotions. The training may be in approved
16 continuing legal education seminars.

17 15. Prudential will retain a record of the training programs and will provide copies of the
18 records and training materials to the EEOC within 30 days after the training.

19 E. Reporting

20 16. Six months following the entry of this decree and every six months thereafter for the
21 duration of the decree, Prudential will send to the EEOC a written report of individuals Prudential
22 has employed as branch manager during the prior six-month period. This report shall include the
23 individual's sex, monthly rate of compensation, name, address and phone number.

24 17. Prudential shall submit a final report to EEOC 30 days before the consent decree
25 expires containing a statement that it has complied with all the terms of this consent decree.

26 F. Posting

27 18. The company will post a notice, attached as Exhibit 4 to this consent decree. The

1 notice shall be posted on a centrally located bulletin board for the duration of the consent decree.

2 **VI. ENFORCEMENT**

3 19. If the EEOC concludes that Prudential has breached this agreement, it may bring an
4 action in the United States District Court for the Western District of Washington at Seattle to enforce
5 this consent decree. Before bringing an action for breach of the decree, the EEOC shall first give the
6 company 30 days' notice. The EEOC and the company shall use that 30-day period for good faith
7 efforts to resolve the matter.

8 **VII. RETENTION OF JURISDICTION**

9 20. The United States District Court for the Western District of Washington at Seattle shall
10 retain jurisdiction over this matter for the duration of the decree.

11 **VIII. DURATION AND TERMINATION**

12 21. This decree shall be in effect for three years plus ninety (90) days, commencing with the
13 date the decree is filed. If the EEOC petitions the court for breach of agreement, and the court finds
14 the company to be in violation of the terms of the consent decree, the court may extend this consent
15 decree.

16 **IX. CONCLUSION**

17 22. The provisions of this consent decree are not binding on the parties until the authorized
18 representatives of each party sign and the court enters the consent decree in the court.

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The foregoing terms and conditions are agreed upon and stipulated to this 8th day of

April, 1999.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

JOHN A. FOLLIS
ANDERSON HUNTER LAW FIRM, P.S.

C. GREGORY STEWART
General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel

A. LUIS LUCERO, JR.
Regional Attorney

BARBARA J. STANDAL
Supervisory Trial Attorney

JOHN F. STANLEY
Senior Trial Attorney

By: A. Luis Lucero Jr.
Attorneys for Plaintiff
Equal Employment Opportunity Commission
Seattle District Office
909 First Ave., Suite 400
Seattle, WA 98104
Tel: 206/220-6892

By: John A. Follis
Attorneys for Defendant
ANDERSON HUNTER LAW FIRM, P.S.
2707 Colby Ave., Ste. 1001
Suite 1001
Everett, WA 98206
Tel: 425/252-5161

By: Michael Keller
Michael Keller, WSBA #23848
Attorney for Carol Wilbanks

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ORDER APPROVING CONSENT DECREE

The Court having considered the foregoing stipulated agreement of the parties,
IT IS HEREBY ORDERED THAT the foregoing consent decree 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 consent decree approved herein.

DATED this 12th day of April, 1999.


UNITED STATES DISTRICT JUDGE

CHARACTER OF DISCRIMINATION

AGENCY
 FEPA
 EEOC

CHARGE NUMBER
 AMENDED
 380971118

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

Washington State Human Rights Comm and EEOC
State or local Agency, if any

NAME (Indicate Mr., Ms., Mrs.) Ms. Carol Michaud HOME TELEPHONE (Include Area Code) (360) 659-1049

STREET ADDRESS 6429 Grove St., Marysville, WA 98270 CITY, STATE AND ZIP CODE WA 98270 DATE OF BIRTH 04/20/51

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 Prudential Preferred Properties NUMBER OF EMPLOYEES, MEMBERS Cat A (15-100) TELEPHONE (Include Area Code) (425) 388-8200

STREET ADDRESS 2707 Colby, #1101, Everett, WA 98201 CITY, STATE AND ZIP CODE WA 98201 COUNTY 061

NAME _____ TELEPHONE NUMBER (Include Area Code) _____

STREET ADDRESS _____ CITY, STATE AND ZIP CODE _____ COUNTY _____

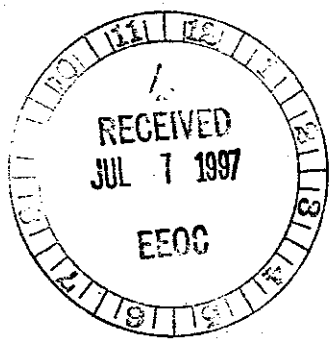
CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es))

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

DATE DISCRIMINATION TOOK PLACE
 EARLIEST 11/15/94 LATEST 07/07/97
 CONTINUING ACTION

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

I and other female managers are paid less than male managers and are provided with less support and given less respect than male managers, in violation of Title VII of the Civil Rights Act of 1964, as amended, and of the Equal Pay Act of 1963, as amended.



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) July 7 1997
Jari Thompson

Date July 7, 1997 Charging Party (Signature) _____
 EEOC FORM 5 (Rev. 06/92)



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Seattle District Office

NOV 14 1997

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

Carol Michaud
6429 Grove St.
Marysville WA 98270

Charge No. 380971118

Charging Party

Prudential Preferred Properties
2707 Colby #1101
Everett WA 98201

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, and the Equal Pay Act, as amended.

All requirements for coverage have been met. Charging Party alleged that Respondent discriminated against her in violation of Title VII and the EPA in that it paid her less than male branch managers for performing the same work. Charging Party also alleged that Respondent gave less support and respect to female managers than to male managers.

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 pay rates for male and female managers differed on the basis of sex in violation of Title VII and the EPA. Information disclosed during the investigation also indicates that Respondent retaliated against Charging Party by discussing her EEOC charge with other employees in the context of its effects on their own pay, and cited Charging Party's participation in protected charge-filing activity as a basis for withholding additional compensation from another employee.

Section 706(b) of Title VII requires that if the Commission determines that there is reasonable cause to believe that the charge is true, it shall endeavor to eliminate the alleged unlawful employment practice by informal methods of conference, conciliation, and persuasion. Having determined that there is reasonable cause to believe that Title VII has been violated, the

Commission now invites the parties to join with it in a collective effort toward a just resolution of this matter. A representative of this office will be in contact with each party in the near future to begin the conciliation process. Disclosure of information obtained by the Commission during the conciliation process will be made in accordance with Section 706(b) of Title VII and Section 1601.26 of the Commission's procedural regulations. Where the Respondent declines to enter into settlement discussions, or where the Commission's representative for any other reason is unable to secure a settlement acceptable to the office Director, the parties shall be so informed in writing and advised of the court enforcement alternative available to the Charging Party and the Commission.

The EEOC's policy is to notify each aggrieved person of his or her rights under Section 16(b) of the FLSA to file a private lawsuit to recover the back wages to which she is entitled. Unlike Title VII, Section 6(d) of the FLSA contains no conciliation requirement. However, the Commission will entertain requests to engage in settlement discussions in an attempt to resolve this matter voluntarily.

On Behalf of the Commission:

NOV 14 1997



JEANETTE M. LEINO
District Director

Enclosure: Information Sheet on Filing Suit in Federal Court



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Seattle District Office

NOV 19 1998

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

Carol Michaud
6429 Grove St.
Marysville WA 98270

Charge No. 380980051

Charging Party

Prudential Preferred Properties
2707 Colby #1101
Everett WA 98201

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, and the Equal Pay Act, as amended.

All requirements for coverage have been met. Charging Party alleged that Respondent discriminated against her in violation of Title VII and the EPA in that it discharged her in retaliation for having filed EEOC Charge No. 380971118.

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 the charge is true.

Section 706(b) of Title VII requires that if the Commission determines that there is reasonable cause to believe that the charge is true, it shall endeavor to eliminate the alleged unlawful employment practice by informal methods of conference, conciliation, and persuasion. Having determined that there is reasonable cause to believe that Title VII has been violated, the Commission now invites the parties to join with it in a collective effort toward a just resolution of this matter. A representative of this office will be in contact with each party in the near future to begin the conciliation process. Disclosure of information obtained by the Commission during the conciliation process will be made in accordance with Section 706(b) of Title VII and Section 1601.26 of the Commission's procedural regulations. Where the Respondent declines to enter into settlement discussions, or where the Commission's representative for any other reason is unable to secure a settlement acceptable to the office

Charge No. 380980051

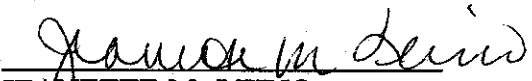
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Director, the parties shall be so informed in writing and advised of the court enforcement alternative available to the Charging Party and the Commission.

The EEOC's policy is to notify each aggrieved person of his or her rights under Section 16(b) of the FLSA to file a private lawsuit to recover the back wages to which she is entitled. Unlike Title VII, Section 6(d) of the FLSA contains no conciliation requirement. However, the Commission will entertain requests to engage in settlement discussions in an attempt to resolve this matter voluntarily.

On Behalf of the Commission:

NOV 19 1998


JEANETTE M. LEINO
District Director

Enclosure: Information Sheet on Filing Suit in Federal Court

RELEASE AGREEMENT

THIS RELEASE AGREEMENT ("Agreement") is executed by and between

_____ and Prudential Preferred Properties.

NOW, THEREFORE, in consideration of the mutual undertakings set forth herein, the undersigned parties agree as follows:

1. _____, on her own behalf and for her successors and assigns, acknowledges receipt from Prudential of \$_____.

2. _____, on her own behalf and for her successors and assigns, and in accordance with the provisions of the settlement of the lawsuit brought by the Equal Employment Opportunity Commission against Prudential, hereby forever releases, acquits, and discharges Prudential and its directors, officers, agents, employees, successors, and assigns, from any and all claims, actions, causes of action, rights, or damages which she may have on behalf of herself or others, known or hereafter discovered by her, arising from the claims and allegations of sex discrimination contained in charge numbers 380971118 and 380980051, Letters of Determination issued by the Equal Employment Opportunity Commission as a result of those charges, and the Commission's resulting lawsuit.

3. _____ understands that she has the right to consult an attorney of her choice and consult the EEOC regarding this release, and knowing and understanding so and as her own act, she voluntarily accepts the above total amount of \$_____ as full settlement of the above claims and allegations without duress, coercion, or undue influence.

IN WITNESS WHEREOF, the parties have signed and executed this Agreement

this ___ day of _____, 1999.

PRUDENTIAL PREFERRED PROPERTIES

[NAME]

BY: _____

TITLE: _____

1 NOTICE TO ALL EMPLOYEES OF PRUDENTIAL PREFERRED PROPERTIES

2 This notice is being posted pursuant to a consent decree entered as the result of a settlement of a
3 lawsuit between Prudential Preferred Properties and the Equal Employment Opportunity
4 Commission, Civil No. C98-0393-WD, United States District Court for the Western District of
5 Washington at Seattle. Prudential has admitted no wrongdoing as part of the settlement.

6 Title VII of the Civil Rights Act of 1964, as amended, the Age Discrimination in Employment
7 Act of 1967, the Equal Pay Act of 1963, and the Americans With Disabilities Act of 1990 are
8 enforced by the EEOC and require the following:

9 That there be no discrimination against any employee or applicant
10 for employment because of the employee's race, sex, color,
11 religion, national origin, age (over age 40), or disability with
12 respect to hiring, firing, compensation, or other terms, conditions
13 or privileges of employment.

14 It shall be an unlawful employment practice for an employer to retaliate against any
15 employees or applicants for employment because they have opposed a practice or
16 because they have made a charge, testified, assisted, or participated in any manner in an
17 investigation, proceeding, or hearing under these statutes.

18 Prudential will institute a training program to provide its human resources director at least six
19 hours of Title VII and Equal Pay Act training annually during this consent decree duration. The
20 training will focus on how to prevent discrimination based on sex.

21 Additionally, the company has an internal complaint procedure for any applicant or employee
22 who thinks he or she has been subjected to discrimination in the workplace.

23 This notice is being posted because Prudential supports and will comply with these federal laws
24 in all respects and will not take any action against employees because they have exercised their
25 rights under the law.
26

27 **EXHIBIT 4**