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

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)
)
Plaintiff,)
)
v.)
)
GORDON TRUCKING, INC.)
)
Defendant.)

CIVIL ACTION NO.

CONSENT DECREE AND
[Proposed] ORDER

I. INTRODUCTION

1. This action originated with a discrimination charge filed by Lisa Cox, with the U.S. Equal Employment Opportunity Commission, Seattle District Office (“EEOC”). Ms. Cox alleged that Gordon Trucking, Inc. (Gordon Trucking) violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C., Section 2000e, *et seq.*, (hereinafter “Title VII”).

2. The EEOC investigated the Ms. Cox’s allegations. The EEOC sent Gordon Trucking a Letter of Determination with findings of reasonable cause Gordon Trucking violated Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C., Section 2000e, *et seq.*, (hereinafter “Title VII”) by subjecting Ms. Cox and similarly situated female applicants and employees to different terms and conditions of employment. Specifically, Gordon Trucking’s policy of not allowing

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909 First Avenue, Suite 400
Seattle, WA 98104-1061
Telephone: 206-220-6883
Facsimile: (206) 220-691
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1 female employees to receive over-the-road truck driving training from male trainers delayed
2 training and employment opportunities for women because of the shortage of available female
3 trainers and thereby discriminated against females because of their sex.

4 3. The Commission filed this lawsuit on September 30, 2004, in the United States District
5 Court for the Western District of Washington with a simultaneous agreement that the parties want
6 to conclude all claims arising out of the above charges without expending further resources in
7 contested litigation by filing this Consent Decree.

8 **II. NON-ADMISSION OF LIABILITY AND NON-DETERMINATION BY THE COURT**

9 4. This Consent Decree is not an admission of wrongdoing or an adjudication or finding
10 on the merits of the case.

11 **III. JURISDICTION AND VENUE**

12 5. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. Sections 451, 1331, 1337,
13 1343 and 1345. This action is authorized pursuant to Sections 706(f)(1) and (3) of Title VII of
14 the Civil Rights Act of 1964, as amended, 42 U.S.C. Sections 2000e-5(f)(1) and (3), and Section
15 102 of the Civil Rights Act of 1991, 42 U.S.C. Section 1981a. The employment practices alleged
16 to be unlawful in the complaint filed herein occurred within the jurisdiction of the United States
17 District Court for the District of Washington.

18 **IV. GENERAL PROVISIONS**

19 6. This Consent Decree covers all facilities operated by Gordon Trucking nationwide.
20 Gordon Trucking's corporate office and base of operations is located at 151 Stewart Road S.W.,
21 Pacific, WA 98047.

22 7. Nothing in this Consent Decree shall be construed to limit or reduce Gordon
23 Trucking's obligation to fully comply with Title VII of the 1964 Civil Rights Act, as amended, the
24 Equal Pay Act, the Age Discrimination in Employment Act, the Americans with Disabilities Act,
25 or the regulations promulgated pursuant thereto.

1 8. Gordon Trucking agrees that there will be no retaliation of any kind against any person
2 because of such person having provided information or assistance or having filed a charge, having
3 participated in any manner in any proceeding or investigation related to this litigation or under this
4 Consent Decree, or having received relief pursuant to this Agreement.

5 10. It is expressly agreed that if EEOC concludes that Gordon Trucking has failed to
6 comply with this Consent Decree, the Commission may bring an action in the U.S. District Court
7 for the Western District of Washington to enforce this Consent Decree after compliance with the
8 terms in Section XV, Dispute Resolution Procedures.

9 11. If one or more provisions of this Consent Decree are rendered unlawful or
10 unenforceable by an Act of Congress or decision of the United States Supreme Court, the parties
11 shall attempt to agree upon what amendments to the Consent Decree, if any, are appropriate to
12 effectuate the purposes of the Consent Decree. In any event, the remaining provisions will remain
13 in full force and effect.

14 12. This Consent Decree constitutes the complete understanding between Gordon
15 Trucking and the Commission with respect to matters herein. No waiver, modification or
16 amendment to any provisions of this Consent Decree will be effective unless it is agreed to in
17 accordance with provisions of Section XIII, Consent Decree Amendment Procedures.

18 13. This Consent Decree is the product of negotiation. Concepts developed and
19 definitions used are solely for the purpose of implementing and interpreting this Consent Decree.

20 **V. DEFINITION OF TERMS**

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

22 14. "The Effective Date of This Consent Decree" is the date the Consent Decree is
23 approved by the U.S. District Court for the Western District of Washington.

24 15. Unless otherwise indicated, the word "days" refers to calendar days.

25 16. "Claimants" or the "Claimant Group" includes women who, beginning February 12,

1 2003 through the Effective Date of this Consent Decree, filed written applications as students for
2 employment as truck drivers with Gordon Trucking who were discouraged from continuing with
3 the application process because of the sex-same training policy at issue (and were not otherwise
4 disqualified) or completed the application process and were offered employment.

5 17. The "Settlement Fund" refers to the monetary fund delineated in Paragraphs 19 and
6 20 below, set aside by Gordon Trucking for resolution of monetary claims by Lisa Cox, and the
7 Claimant Group, and to cover the costs of administration of the fund, along with other programs
8 noted in Paragraph 19(a) . The Settlement Fund shall not be used to satisfy any claims for
9 attorney fees or costs, including those that may be made by any Claimant, other than as provided
10 in Paragraph 19(a). The Settlement Fund shall be distributed as provided below.

11 18. The "Individual Recovery Amount" is the total monetary amount that will be paid to
12 each Claimant.

13 19. The "Original Training Policy" is Gordon Trucking's policy, in effect beginning in
14 1996, of assigning new drivers to training based upon their sex.

15 20. The "Amended Training Policy" is Gordon Trucking's modification of its trainer
16 assignment policy, in which Gordon Trucking adopts gender neutral training, but permits trainers
17 and trainees to elect same sex training upon a showing of good cause. (see Exhibit 2).

18 21. The term "Consent Decree Covered Issues" includes any and all liability claims that
19 the Original Training Policy violated Title VII of the 1964 Civil Rights Act, as amended.

20 22. Unless otherwise indicated, the word "days" refers to calendar days.

21 23. An "applicant" is any female seeking employment through written application at
22 Gordon Trucking as a driver.

23 24. A "trainee" is a Gordon Trucking employee prepared to undergo the over-the-road
24 training required of all new truck drivers.

25 25. A "trainer" or "finisher" is a driver who has been designated by Gordon Trucking to

1 train and monitor the progress of trainees.

2 26. "Formal or Informal Complaints" includes any complaint, whether written or oral,
3 brought to the attention of a managerial employee of Gordon Trucking.

4 **VI. PURPOSE OF THE AGREEMENT**

5 27. The parties have entered into this Consent Decree in order to achieve the following
6 purposes:

7 a. To assure the implementation of a policy which prohibits the Company from
8 preferring same-sex assignments of drivers during training.

9 b. To assure that females are selected for and provided driver employment and
10 training opportunities on an equal basis as males.

11 c. To assure that Gordon Trucking implements a policy and enforcement program
12 to effectively prevent sexual harassment and to address and correct situations in which sexual
13 harassment is alleged.

14 d. To avoid the time, expense and uncertainty of further litigation.

15 **VII. MONETARY RELIEF AND COMPENSATION FUND**

16 28. Gordon Trucking agrees to provide for a Settlement Fund in the amount of
17 Two Hundred and thirty-five thousand dollars (\$235,000.00).

18 a. Eighty-five thousand dollars (\$85,000.00) will be used for costs associated with
19 compliance with the terms of the Consent Decree, including compliance, training,
20 recruitment, advertising, and administration of the settlement fund. This sum shall
21 be referred to generally as the "Compliance Fund. To the extent that, after the
22 Effective Date of this Consent Decree, Gordon Trucking incurs attorneys fees as
23 part of its compliance obligations under this paragraph, no part of the Compliance
24 Fund shall be used to pay such fees;

25 b. Twenty-five thousand dollars (\$25,000) will be provided as damages to
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1 Charging Party, Lisa Cox, in exchange for her agreement to settle her claim with
2 Gordon Trucking;

3 c. The remaining One hundred and twenty-five thousand dollars (\$125,000) of the
4 Settlement Fund is intended to resolve all damage claims on behalf of the members
5 of the Class, to be shared on a pro rata basis by members of the Claimant Group
6 following the procedures outlined in the Notice Procedure, Section VIII. An
7 estimate of the Individual Recovery Amount for each Claimant will be provided
8 under the Notice Procedure. A final Individual Recovery Amount will be
9 computed once all Claim Forms and Releases are returned pursuant to the Notice
10 Procedure.

11 **VIII. NOTICE PROCEDURE**

12 29. Within thirty (30) days of entry of this Consent Decree, Gordon Trucking will
13 identify a Settlement Fund Administrator responsible for providing notice to Claimants of this
14 settlement and disbursing the Settlement Fund.

15 30. Within thirty (30) days of the effective date of this Consent Decree, Gordon Trucking
16 will issue a check payable to Lisa Cox in the amount of \$25,000. To the extent any amount of
17 this is deemed subject to statutorily required withholding, Gordon Trucking will make such
18 withholding. The check, along with a IRS Form 1099, will be sent to Ms. Cox by certified mail,
19 return receipt requested, in care of Teri Healy, Trial Attorney, EEOC, Seattle District Office, 909
20 1st Ave., Suite 400, Seattle, WA 98104-1061.

21 31. Within sixty (60) days of the entry of this Consent Decree, Gordon Trucking will mail
22 the following documents via first class mail to the last known address for each of the individuals
23 listed in Exhibit 1:

24 a. The Notice of Settlement and Summary of Claim Procedure, attached as
25 Exhibit 3.

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1 dispute under Paragraph 34, within fourteen (14) days following resolution of that dispute.

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3 36. Each claimant determined to be entitled to payment shall receive a check in the gross
4 amount of a minimum of Eight hundred twenty -seven and eighty-one cents (\$827.81), less any
5 statutorily required withholding. To the extent any amount of an individual claimant's recovery is
6 deemed not to be subject to statutorily required withholding, claimant will be issued a second
7 check and 1099 form in the amount not subject to withholding. Should Gordon Trucking
8 determine that a different tax treatment is required, the parties will file an amended Consent
9 Decree specifying such treatment. Checks shall be mailed by certified mail, return receipt
10 requested, to the address provided by the Claimant on the Release and Claim Form.

11 a. Within five (5) days of mailing the checks, Gordon Trucking will verify
12 distribution of monetary relief by mailing to the EEOC a list of the Claimants to whom the checks
13 were mailed with copies of the checks attached.

14 b. If any check is returned as undeliverable or unclaimed, Gordon Trucking will
15 notify the EEOC within ten (10) days. Gordon Trucking will hold all such checks for a period of
16 thirty (30) days during which time they may be claimed by the Claimants to whom they are
17 payable.

18 c. Any funds unclaimed or undistributed within 60 days after mailing of the checks
19 shall revert back to Gordon Trucking and shall be added to the Compliance Fund.

20 It is recognized and understood that the individuals receiving payments under the Consent Decree
21 bear the ultimate responsibility for the tax consequences of payments received.

22 **X. GENDER NEUTRAL TRAINING ASSIGNMENTS**

23 37. Within ninety (90) days of the Effective Date of this Consent Decree, the Company
24 will implement a new Driver Assignment policy ("Amended Policy") which states that (1) Gordon
25 Trucking will make gender neutral training assignments; (2) Gordon Trucking will not solicit

1 requests from applicants or employees not to train, or be trained with a person of the opposite
2 sex; (3) trainers and trainees who object to pairing with a member of the opposite sex must
3 provide a legitimate reason to Gordon Trucking's Director of Driver Services (currently Bruce
4 Binder) of his/her objection(s) to mixed-sex pairing; and, (4) both mixed-sex and single-sex driver
5 teams may be formed by employees. A copy of this policy is set forth as Exhibit 2. For the
6 purposes of this policy, a "legitimate reason" to object to training with a member of the opposite
7 sex must relate to religious beliefs or concerns for personal privacy. Objections to mixed-sex
8 pairings for training shall be submitted on an Objection Form. Finishers are expected to file
9 objections, if any, prior to receiving their initial training assignment. The ultimate decision as to
10 the legitimacy of any objection to training with a member of the opposite sex will be made by
11 Gordon Trucking's Director of Driver Services. A good faith effort will be made to determine
12 that any "legitimate reason" offered to object to training with a member of the opposite sex is not
13 a subterfuge for sex discrimination.

14 38. Within ninety (90) days of the Effective Date of this Consent Decree, Gordon
15 Trucking will implement a revised non-discrimination policy based on sex, which includes strict
16 prohibitions against sex discrimination including sexual harassment. The revised non-
17 discrimination policy and description of the internal process for complaints will be developed.
18 This policy may be contained within a general policy prohibiting protected class harassment.

19 39. Within ninety (90) days of the Effective Date of this Consent Decree, all current
20 trainers will be required to sign the Trainer/Trainee Acknowledgment Form, attached as Exhibit 7,
21 indicating that he/she has received and understands Gordon Trucking's Driver Assignment and
22 Non-Discrimination policies described above.

23 40. Trainees hired after the amended policy takes effect will be required to sign the
24 Trainer/Trainee Acknowledgment Form during the new driver orientation process.

25 41. If it is apparent that any female trainee will be required to wait for more than seven
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1 (7) days for a trainer assignment because male trainers are unavailable to train females due to the
2 male trainers' objections to training the opposite sex, Gordon Trucking shall offer alternative
3 employment to female trainees until such time as training becomes available. Such alternative
4 employment shall be at the same rate of pay that would be paid to trainees during the training
5 period. Gordon Trucking will collect and share information and data regarding female student
6 drivers' seven (7) day wait period, if any, with the EEOC.

7 42. Gordon Trucking will be permitted to use the Amended Training Policy for a period
8 of not less than one year, during which time it will collect and share with the EEOC data
9 concerning the impact of the Amended Policy on the training opportunities of female drivers, as
10 set forth in Section X. During this one year assessment period, in addition to considering the
11 utility of the Amended Policy, Gordon Trucking will gather information and consider the use of
12 other training options, including but not limited to alternate sleeping arrangements such as the use
13 of motels while trainers/trainees are away from home terminals for an extended period of time.

14 **XI. TRAINING AND AWARENESS PROGRAM**

15 43. To further the purposes and requirements of this Consent Decree, Gordon Trucking
16 will provide training to all management, supervisory employees, and to employees who are or
17 become truck drivers including: (1) trainers; (2) trainees; (3) responsible for recruiting and
18 selecting trainers or trainees; (4) responsible for driver assignments; and (5) responsible for
19 supervising trainees, trainers or other drivers.

20 44. The objectives of this training will be to convey to employees Gordon Trucking's
21 commitment to the personnel policies established by this Consent Decree and to provide
22 information and guidance on how to carry out those policies, and for individual employees, how
23 to conduct themselves in various situations under those policies. Each training session will begin
24 with a videotaped presentation by a high ranking official within Gordon Trucking emphasizing
25 Gordon Trucking's commitment to implement the provisions of the Consent Decree and to

1 conduct hiring, assignment and training practices in a non-discriminatory manner.

2 45. Gordon Trucking will provide to the Commission, within ninety (90) days of the
3 Effective Date of this Consent Decree, a detailed outline of the training to be given. Within thirty
4 (30) days of receipt of the outline, the Commission may provide any comments to Gordon
5 Trucking with respect to the substance of the training as outlined, which Gordon Trucking will
6 consider. Gordon Trucking will provide to the Commission a copy of the materials to be used in
7 the training. Gordon Trucking will likewise provide the Commission with any revisions to such
8 materials prior to implementing the revisions. Gordon Trucking will provide information
9 concerning the scheduled training locations, dates, and times to the Commission.

10 46. Training will be included in the orientation program for trainees and in the
11 certification program for new trainers. All persons certified as trainers as of the Effective Date of
12 this Consent Decree will be trained within three (3) months of the expiration of the 30 day EEOC
13 comment period or when the EEOC comments are resolved or incorporated into Gordon
14 Trucking's Training program, whichever is later.

15 47. Training for the other Gordon Trucking employees identified in Paragraph 43 above
16 will be conducted within twelve (12) months of the Effective Date of the Consent Decree.
17 Further, Gordon Trucking will periodically provide EEO materials and information concerning its
18 sexual harassment policy in its employee newsletters or through other written memoranda and
19 training communicated to all employees.

20 **XII. ADMINISTRATION OF THE AGREEMENT**

21 48. The Company will be fully responsible for implementing this Consent Decree. The
22 Director of Organizational Development (currently, Pat Gendreau) shall have ultimate
23 responsibility for implementation of the objectives under this Consent Decree.

24 49. To assist the Consent Decree Administrator in assuring compliance with the Consent
25 Decree, Gordon Trucking will make available necessary resources on equal employment law

1 and/or practice.

2 50. The Company will provide the Consent Decree Administrator with all support
3 necessary to carry out his/her duties under the Consent Decree, including:

- 4 a. Preparation of all reports required by the Consent Decree Administrator,
- 5 b. Administrative and professional support as needed; and,
- 6 c. Access to personnel officials, managers, and other employees.

7 51. The Consent Decree Administrator's major areas of responsibility will include:

- 8 a. Preparation and submission to EEOC of the reports on compliance with this
9 Consent Decree as set forth in Section XIII, Reporting, Record Keeping and Compliance Review;
- 10 b. Providing information to employees concerning Gordon Trucking's policy on
11 training and team driving assignments and Gordon Trucking's obligations under the Consent
12 Decree;
- 13 c. Responding to employee inquiries concerning this Consent Decree;
- 14 d. Participating in training sponsored by Gordon Trucking, including that provided
15 for in this Consent Decree;
- 16 e. Investigating complaints along with the Director of Driver Services regarding
17 possible violations of the Trainer/Trainee Assignment Policy and reporting the results of the
18 investigations to the Director of Driver Services;
- 19 f. Recommending discipline to the Director of Driver Services of supervisors,
20 managers, trainers, and any other employees for Consent Decree violations and violations of the
21 non-discrimination policy described in Section X;
- 22 g. Participating in discussions held among the parties to implement the Consent
23 Decree, to resolve disputes under the Consent Decree or to otherwise amend the Consent Decree;
- 24 and,
- 25 h. Periodically reviewing the operation of Gordon Trucking's over-the-road

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1 training programs, and identifying in writing to the Director of Driver Services any modifications
2 or enhancements which serve to advance the purposes of this Consent Decree.

3 52. Gordon Trucking, through the assistance of the Consent Decree Administrator, will
4 appoint an advisory council of five (5) drivers, both males and females, whose input will be sought
5 on the implementation of the training policy and Gordon Trucking's efforts to address sexual
6 harassment issues company-wide. Gordon Trucking will report to the Commission any
7 recommendation made by the Advisory Council and/or Consent Decree Administrator regarding
8 implementation of the Amended Training Policy and Gordon Trucking's efforts to address sexual
9 harassment issues pursuant to Section X.

10 **XIII. REPORTING, RECORD KEEPING AND COMPLIANCE REVIEW**

11 53. The reports to be submitted by Gordon Trucking on a periodic basis as provided in
12 this Section will be forwarded so as to arrive at the Commission within thirty (30) days after the
13 close of the reporting period.

14 54. Within ninety (90) days after the Effective Date of this Consent Decree, Gordon
15 Trucking will provide the Commission with the following items:

16 a. A listing of all active trainers, as of the Effective Date of this Consent Decree,
17 indicating for each, the name, sex, date he/she became a trainer, his/her terminal designation, and
18 date he/she signed the Acknowledgment Form. (Report 1)

19 b. A report confirming the date of the distribution of copies of the Amended
20 Training Policy and Acknowledgment Form to current employees, as required by Paragraph 39
21 (Report 2)

22 55. On a quarterly basis beginning within ninety (90) days of the Effective Date of this
23 Consent Decree, for a period of one year, and for every six-month period thereafter for the
24 duration of the Consent Decree as set forth in Section XIV, Gordon Trucking will prepare and
25 submit the reports described below:

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1 a. A report on hiring of new drivers/trainees: This report will provide by terminal,
2 the following information on each driver hired during the period: name, driver code, sex, date of
3 hire, name and sex of trainer(s), and date of payroll change to mileage basis. (Report 3)

4 b. Report on change of pay status to mileage basis: This report will list the driver
5 code and date of change to pay status to mileage basis for all individuals who were hired by the
6 time of the previous reporting period but whose status did not change to mileage basis until the
7 current reporting period. (Report 4).

8 c. Report on internal sexual harassment complaints involving trainers and trainees:
9 This report will provide for each such formal or informal complaint filed and/or resolved during
10 the period, the name and sex of the person filing the complaint, the date the complaint was filed, a
11 description of the complaint, and resolution or status of each complaint. Copies of any complaint
12 filed during the reporting period and copies of documents relating to any complaints resolved
13 during the period will be provided along with the report. (Report 5)

14 d. Report on Trainers/Trainees Objecting to Sex-Neutral Pairing: This report will
15 include the terminal designation, the name and sex of trainers and trainees requesting same sex
16 training, the reason(s) for the request, all alternative training options considered, and whether
17 such request was granted. (Report 6)

18 e. Report on Persons Certified as Trainers: This report will contain a listing of all
19 active trainers who become certified during the period, providing for each name, sex, date
20 certified to become a trainer, and date acknowledgment form signed. (Report 7)

21 f. Report of Advisory Council and Consent Decree Administrator's
22 Recommendations: This report will include all recommendations made by the Advisory Council
23 and/or Consent Decree Administrator regarding implementation of the Amended Training Policy
24 and Gordon Trucking's efforts to address sexual harassment issues. (Report 8)

25 56. All records required by this Consent Decree will be retained by the Company for the
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1 duration of this Consent Decree. The Company will also maintain records necessary to
2 demonstrate compliance with the provisions of this Consent Decree and to verify reports
3 submitted, which records shall include, but are not limited to:

4 a. All applications and any documents relating to persons applying for driver and
5 trainer positions;

6 b. Documents relating to trainer certification;

7 c. Records concerning sexual harassment incidents or complaints involving
8 trainers and trainees, including documentary evidence and summaries of interviews conducted
9 during the investigations, and the findings, resolutions and/or conclusions reached;

10 d. Documents relating to any disciplinary action taken by Gordon Trucking
11 concerning provisions of this Consent Decree against trainers, supervisors and/or management
12 personnel;

13 e. Documentation on individual and group training materials used during the
14 sessions;

15 f. Documents relating to objections by trainers and trainees for participating in
16 mixed-sex driving assignments; and,

17 g. Completed Acknowledgment Forms.

18 57. For the duration of this Consent Decree, the Commission shall have the right to
19 conduct two (2) on-site reviews within any twelve (12) month period, including conducting
20 interviews, attending training held pursuant to the Consent Decree, and examining documents and
21 data maintained by Gordon Trucking pursuant to this Consent Decree and Commission
22 regulations for the purpose of confirming compliance with this Consent Decree Order. The
23 Commission agrees that it will provide reasonable notice to Gordon Trucking's attorney prior to
24 conducting any review.

25 58. The Commission agrees it will not conduct or attempt to conduct any interviews or
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1 make any contact with Gordon Trucking employees at terminal sites without first notifying
2 Gordon Trucking's attorney. Further, Gordon Trucking recognizes that the Commission has the
3 right to speak with employees that initiate contact with it regardless of the time or place of the
4 contact.

5 59. After the expiration of this Consent Decree, records will be maintained by Gordon
6 Trucking as required by law and Commission regulations.

7 **XIV. SETTLEMENT NOTICE AND PROCEDURES**

8 60. Within forty-five (45) days after the Effective Date of this Consent Decree, Gordon
9 Trucking will place a copy of the Amended Training Policy (Exhibit 2) in all areas where the
10 Company posts information on Company Policies, Employee Awards, DOT Regulations, and
11 other pertinent Company information, and will maintain this posting for the life of the Consent
12 Decree.

13 61. Within forty-five (45) days after the Effective Date of the Consent Decree, the
14 Company will provide to all current employees in the job categories covered by Paragraph 36,
15 with their normal pay statement, a copy of the Amended Training Policy (Exhibit 2).

16 62. Beginning with forty-five (45) days after the Effective Date of the Consent Decree,
17 and continuing for the duration of this Consent Decree, the Company will provide a copy of the
18 Amended Training Policy, Objection Form, and Acknowledgment Form to each person hired
19 during the first fifteen (15) days of his/her employment. Prospective employees/trainees shall
20 receive a copy of these Attachments at their orientation.

21 63. The Company, in any advertisements that it may run, shall include information that it
22 is an equal opportunity employer.

23 **XV. DISPUTE RESOLUTION PROCEDURES**

24 The purpose of this Section is to provide a formal procedure for resolving disputes as to
25 the compliance with the terms of this Agreement.

1 64. Either party shall have the right to initiate an action pursuant to the Court's
2 continuing jurisdiction for non-compliance with any provision of the Consent Decree, as follows:

3 a. If one party believes that there is non-compliance, it shall promptly give notice,
4 in writing, to the other party regarding (1) the specific provision, which it believes has not been
5 met, and (2) a complete factual statement of issue. The party receiving such notice shall have at
6 least thirty (30) days to cure the matter raised.

7 b. The parties shall promptly undertake efforts to resolve the areas of dispute or
8 alleged non-compliance, through meetings, mediation or other appropriate means.

9 c. If one party determines that efforts to resolve the matter have failed, the party
10 so finding shall notify the other party in writing of such failure to resolve the matter and provide a
11 description of the facts and circumstances surrounding the matter.

12 **XVI. DURATION OF THE AGREEMENT**

13 65. This Consent Decree will become effective on the date approved and signed by the
14 U.S. District Court, Western District of Washington, and will remain in effect for a period of
15 three (3) years. If either party petitions the Court for breach of the decree, and the Court finds a
16 violation of the terms of the decree, the Court may extend the duration of the decree.

17 **XVII. RETENTION OF JURISDICTION**

18 66. The United States District Court for the Western District of Washington shall retain
19 jurisdiction over this matter for the duration of the Consent Decree.

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25 **XIII. CONCLUSION**

1 The Court, having considered the foregoing stipulated agreement of the parties, HEREBY
2 ORDERS THAT the foregoing Consent Decree be, and the same hereby is, approved as the final
3 decree of this Court in full settlement of this action. This lawsuit is hereby dismissed with
4 prejudice and without costs or attorneys' fees to any party. The Court retains jurisdiction of this
5 matter for purposes of enforcing the Consent Decree approved herein.

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7 DATED this 4th day of _____ October _____, 2004.

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9 S/ Franklin D. Burgess

10 UNITED STATES DISTRICT JUDGE

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