

HONORABLE JOHN C. COUGHENOUR

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MAR 13 2000

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

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MAR 13 2000  
DEPUTY

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION )

Plaintiff, )

v. )

H. DAHLBY COMPANY, )

Defendant, )

Civil No. C99-1442C

CONSENT DECREE

I. INTRODUCTION

1. This consent decree has been voluntarily entered into by the parties engaged in this litigation, and is submitted to the court for approval. This decree fully and finally resolves this civil action: Equal Employment Opportunity Commission v. H. Dahlby Company, Civil Action No. C99-1442C.

2. This action originated with a discrimination charge Curtis A. Clement filed with the Equal Employment Opportunity Commission on February 25, 1999. Clement alleged H. Dahlby Co. ("Dahlby") discriminated against him on the bases of sex 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. A copy

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Seattle District Office  
909 First Avenue, Suite 400  
Seattle, Washington 98104-1061  
Telephone: (206) 220-6883  
Facsimile: (206) 220-8911  
TDD: (206) 220-6882

ORIGINAL

*CPA C-1, SCC, Jul 17, 1999 BAK*

10

1 of the charge is attached to this consent decree as Exhibit 1.

2 3. Dahlby Company denied all of the allegations. Dahlby Company asserted that it  
3 treated Clement entirely lawfully throughout his employment with the company, that there was  
4 no sexual harassment, that Clement never complained of unlawful activity, and that it did not  
5 retaliate against him in any way.

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

9 5. The Commission filed this lawsuit on September 7, 1999, in the United States District  
10 Court for the Western District of Washington. The complaint alleges sexual harassment,  
11 constructive discharge, and retaliation. Dahlby answered and denied the allegations on the same  
12 bases that it denied the allegations in the underlying charge.

13 6. The EEOC and Dahlby want to conclude all claims arising out of the above charge  
14 without expending further resources in contested litigation.

15  
16 **II. NONADMISSION OF LIABILITY AND NONDETERMINATION BY THE COURT**

17 7. This consent decree is not an admission of wrongdoing or liability. It is not an  
18 adjudication or finding on the merits of the case. This consent decree is a compromise of  
19 disputed claims, the validity of which Dahlby expressly denies, entered into for the purpose of  
20 terminating this litigation.

21  
22 **III. SETTLEMENT SCOPE**

23 8. This consent decree is the final and complete resolution of all Title VII allegations of  
24 unlawful employment practices contained in: (1) Curtis A. Clement's discrimination charge;  
25 (2) the EEOC's administrative determination; and (3) the complaint filed herein, including all

1 claims by the parties for attorney fees and costs.

2  
3 **IV. MONETARY RELIEF**

4 9. In settlement of the EEOC's claims in this lawsuit, Dahlby agrees to pay Clement the  
5 total gross sum of \$39,000, allocated as indicated below, less all required income tax withholding  
6 and payroll taxes. The payment will be mailed to Clement within two (2) business days of  
7 receipt of the signed release agreement attached to this consent decree as Exhibit 3, or seven (7)  
8 days of the entry of the consent decree, whichever is later.

9 a. The gross amount of \$5,000 is designated compensation for asserted claims of  
10 lost wages. Dahlby shall make this payment by corporate check payable to Curtis A. Clement  
11 less required income tax and other withholding and deductions. Dahlby will issue an IRS Form  
12 W-4 to Clement reflecting this payment.

13 b. The gross amount of \$34,000 is designated non-wage compensation for  
14 asserted claims of compensatory and punitive damages. Dahlby shall make this payment by  
15 corporate check payable to the order of Curtis A. Clement. Dahlby will issue an IRS Form 1099  
16 to Clement reflecting this amount.

17  
18 **V. INJUNCTIVE RELIEF**

19 **A. General Provisions**

20 10. Dahlby reaffirms its commitment to comply with Title VII. To further this  
21 commitment, the company shall monitor the affirmative obligations of this consent decree. The  
22 terms of this consent decree apply to all applicants and employees.

23 11. The company will not retaliate against any applicant or employee for opposing a  
24 practice deemed unlawful by Title VII or for making a charge, testifying, assisting, or  
25 participating in any investigation, proceeding, or hearing associated with this action.

1 12. Dahlby, its officers, agents, and employees are hereby enjoined from engaging in  
2 personnel practices which unlawfully discriminate against applicants and employees in violation  
3 of Title VII. In recognition of its obligations under Title VII, Dahlby will institute the policies  
4 and practices set forth below.

5 B. Establishment of Policy and Procedures to Prevent Discrimination

6 13. Dahlby will improve and strengthen its existing policies against discriminatory  
7 employment practices based on sex and retaliation by creating an internal grievance and  
8 complaint resolution procedure as outlined below. This policy will be distributed to all present  
9 and future employees, both management and non-management, temporary and permanent,  
10 beginning 45 days after entry of this decree and continuing for the duration of the decree.

11 C. Internal Grievance Procedure

12 14. Dahlby will maintain an internal grievance procedure for applicants or employees  
13 who believe they have been discriminated against. These procedures will also be set forth in the  
14 written policy discussed in paragraph 13 above. Consistent with the terms of the grievance  
15 procedure:

16 a. The employee relations or human resources department ("the department")  
17 will investigate employee and applicant complaints of discrimination or  
18 harassment.

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

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

24 d. Within thirty (30) days after the end of each year for three years following  
25 the date of entry of this decree, the company will mail to EEOC a copy of each

1 complaint of discrimination or harassment along with a summary of the resolution  
2 of each complaint or a statement that no complaints have been made.

3 D. Title VII Training

4 15. The company will develop and present to its human resources manager and staff,  
5 managers, and employees at least two two-hour Title VII training sessions according to the  
6 provisions of paragraph 16. The cost of training shall be borne by the company.

7 16. The training will focus on what constitutes sex discrimination and retaliation under  
8 Title VII, and the training will also include Dahlby's obligations under this consent decree. This  
9 includes instruction to management on nondiscriminatory terms and conditions of employment  
10 and consideration of proper procedures when terminating employees. The first two-hour training  
11 will take place no later than October 1, 2000. The second two-hour training session will take  
12 place no later than October 1, 2001. The training will be conducted by a person who is  
13 knowledgeable in the area of discrimination law and experienced in conducting training sessions.

14 17. Dahlby will retain a record of the training programs (i.e., dates held and persons  
15 attended) and will provide copies of the records and training materials to the EEOC within 30  
16 days after the training.

17 E. Reporting

18 18. Dahlby shall submit a final report to EEOC 30 days before the consent decree expires  
19 containing a statement that it has complied with all the terms of this consent decree.

20 F. Posting

21 19. The company will post a notice, attached as Exhibit 4 to this consent decree. The  
22 notice shall be posted on a centrally located bulletin board for the duration of the consent decree.

24 VI. ENFORCEMENT

25 20. If the EEOC concludes that Dahlby has breached this agreement, it may bring an

1 action in the United States District Court for the Western District of Washington to enforce this  
2 consent decree. Before bringing an action for breach of the decree, the EEOC shall first give the  
3 company 20 days' notice. The EEOC and Dahlby shall use that 20-day period for good faith  
4 efforts to resolve the matter. In the event the EEOC and Dahlby cannot resolve their differences,  
5 they agree to mediate the issue in good faith at Dahlby's expense using an outside mediator, prior  
6 to bringing any action for breach of the decree.

7  
8 **VII. RETENTION OF JURISDICTION**

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

11  
12 **VIII. DURATION AND TERMINATION**

13 22. This decree shall be in effect for three years plus ninety (90) days, commencing with  
14 the date the decree is filed. If the EEOC petitions the court for breach of agreement, and the court  
15 finds the company to be in violation of the terms of the consent decree, the court may extend this  
16 consent decree. Unless earlier terminated by the court for good cause shown by Dahlby, this  
17 consent decree shall expire without further action by the parties at midnight on the date three  
18 years plus ninety days after the date the decree is filed.

19 //

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**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**  
**Seattle District Office**  
909 First Avenue, Suite 400  
Seattle, Washington 98104-1061  
Telephone: (206) 220-6883  
Facsimile: (206) 220-6911  
TDD: (206) 220-6882

IX. CONCLUSION

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

DATED THIS 10<sup>th</sup> DAY OF MARCH, 2000.

A. LUIS LUCERO, JR.  
Regional Attorney

C. GREGORY STEWART  
General Counsel Designate

BARBARA J. STANDAL  
Supervisory Trial Attorney

GWENDOLYN YOUNG REAMS  
Associate General Counsel

JOHN F. STANLEY  
Senior Trial Attorney

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EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
Office of the General Counsel  
1801 "L" Street, N.W.  
Washington, D.C. 20507

BY: *A. Luis Lucero Jr.*

Attorneys for Plaintiff

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2600 Century Square  
1501 Fourth Avenue  
Seattle, WA 98101-1688

BY: *Lawton H. Hansell*

Attorneys for Defendant

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ORDER APPROVING CONSENT DECREE

The Court, having considered the foregoing stipulated agreement of the parties,  
HEREBY ORDERS 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 13 day of March, 2000.



UNITED STATES DISTRICT JUDGE



# CHARGE OF DISCRIMINATION

AGENCY  FEPA CHARGE NUMBER

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

 FEPA  
 EEOC

380990475

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

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

Mr. Curtis A. Clement

HOME TELEPHONE (Include Area Code)

(206) 246-4868

STREET ADDRESS

CITY, STATE AND ZIP CODE

DATE OF BIRTH

14005 Military Road South, Seatac, WA 98168

08/16/1967

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)

H. Dahlby Co.

(425) 271-5110

STREET ADDRESS

CITY, STATE AND ZIP CODE

COUNTY

1402 Maple Avenue Southwest, Renton, WA 98055

033

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)

DATE DISCRIMINATION TOOK PLACE

EARLIEST

LATEST

03/31/1998

07/24/1998

 CONTINUING ACTION

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

I was subjected to verbal and physical sexual harassment from Doug Jansen, Supervisor. When I reported this to the owner, Tom Dahlby, the sexual harassment continued and I was subjected to retaliatory harassment from Mr. Jansen. I felt I had no choice but to constructively discharge on July 24, 1998.

Tom Dahlby did not offer any explanation as to why the harassment continued.

I believe I have been discriminated against because of my sex, male, and in retaliation (for making complaints of discrimination) in violation of Title VII of the Civil Rights Act of 1964, 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.

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

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)

Date

Charging Party (Signature)

EEOC FORM 5 (Rev. 06/92)

**EXHIBIT 1**

FILE COPY



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Seattle District Office**

**AUG - 4 1999**

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

Curtis A. Clement  
14005 Military Road South  
Seatac WA 98168

Charge No. 380990475

Charging Party

H. Dahlby Company, Inc.  
1402 Maple Avenue S.W.  
Renton WA 98055

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 him in violation of Title VII in that he was sexually harassed and constructively discharged due to sexual harassment and to retaliatory hostility resulting from his objection to the sexual harassment.

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

**EXHIBIT 2**

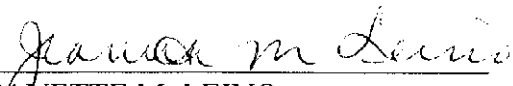
Charge No. 380990475

Page 2

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.

On Behalf of the Commission:

**AUG - 4 1999**

  
\_\_\_\_\_  
JEANETTE M. LEINO  
District Director

## CONFIDENTIAL SETTLEMENT AND RELEASE AGREEMENT

This Confidential Settlement Agreement and General Release ("Agreement") is made and entered into by and between H. Dahlby Co. (its owners, officers, and employees) ("Dahlby") and Curtis Andy Clement ("Clement").

### RECITALS

- A. Clement is a former employee of H. Dahlby Company.
- B. On or about February 25, 1999, Clement filed a charge of discrimination with the EEOC against Dahlby, Charge No. 380-88-1475, alleging claims of sexual harassment, retaliation and constructive discharge. Subsequently, the EEOC filed a lawsuit in the United States District Court for the Western District of Washington alleging the same claims, Civil No. C99-1442C. Both the charge and the lawsuit are collectively referred to herein as "the Proceedings."
- C. On January 26, 2000, the EEOC, Clement and Dahlby participated in a mediation with Michelle Sales. As a result of the mediation, Clement and Dahlby desire to settle fully and finally all differences between them, up to the date of execution hereof, including, but not limited to, those alleged in the Proceedings.

NOW, THEREFORE, in consideration of the terms, conditions, and promises set forth herein, Clement and Dahlby agree as follows:

### TERMS AND SETTLEMENT

1. **Nonadmission of Liability.** This Agreement is entered into in compromise of disputed claims. This Agreement shall not be construed in any way as an admission by Dahlby of any liability whatsoever, or as an admission by Dahlby of any wrongdoing against Clement or any other person. The parties intend merely to avoid the expense, delay, and burden of litigation.
2. **Consideration by Dahlby.** Dahlby agrees to pay Clement the total gross sum of Thirty-Nine Thousand dollars (\$39,000.00) allocated as indicated below, less all required income tax withholding and payroll taxes. The payment will be made within two (2) business days of receipt of this signed Agreement, or seven (7) days of the entry of the Consent Decree, whichever date is later.
- 2.1 The gross amount of Five Thousand dollars (\$5,000.00) as compensation for asserted claims of lost wages. Dahlby shall make this payment by corporate check payable to the order of Curtis Andy Clement less required income tax and other withholding and deductions. Dahlby will issue an IRS Form W-4 to Clement reflecting this payment.
- 2.2 The gross amount of Thirty-Four Thousand dollars (\$34,000.00) as non-wage compensation for asserted claims of compensatory and punitive damages. Dahlby shall make this payment by corporate check payable to the order of Curtis Andy Clement. Dahlby will issue an IRS Form 1099 to Clement reflecting this payment.

**3. Letter of Employment Reference.** Dahlby agrees to provide the attached letter of employment reference to Clement. Clement agrees to direct all requests for an employment reference from prospective employers to Tom Dahlby who will respond with comments that are consistent with the letter of reference.

**4. Complete Release.** In exchange for the consideration provided by Dahlby, Clement hereby releases, acquits, and forever discharges Dahlby and all its owners, officers, directors, agents, employees, attorneys, and insurers, past, present, and future, specifically including but not limited to Tom and Kathy Dahlby and Doug Jansen, and all persons acting under, by, through, or in concert with any of them and specifically excluding the Carpenters' Union Local No. 1797 (collectively, "Released Parties"), from any and all claims, actions, causes of action, rights, or damages, including costs and attorneys' fees ("Claims"), which Clement may have on behalf of himself, known, unknown, or later discovered from the beginning of time to the date of execution hereof, arising out of or in any way relating to Clement's employment with Dahlby and specifically including but not limited to the allegations in the Proceedings.

This Release specifically includes but is not limited to rights and claims under the local, state or federal laws prohibiting discrimination in employment, including the Civil Rights Acts, the Americans with Disabilities Act, the Washington Law Against Discrimination, the Employee Retirement Income Security Act, as well as any other state or federal laws or common law theories relating to discrimination in employment, the termination of employment, or personal injury, including without limitation all claims for negligent supervision, infliction of emotional distress, breach of contract, fraud, defamation, loss of consortium, additional compensation, back pay or benefits. This Release is not intended to cover claims that may arise after the date that this Agreement is signed, or claims that Clement may have against the Carpenters' Union Local No. 1797.

**5. Release of Unknown Claims.** For the purpose of implementing a full and complete release and discharge of Dahlby, Clement expressly acknowledges that this Agreement is intended to include in its effect, without limitation, all claims that Clement did not know or suspect to exist in his favor at the time of execution hereof, regardless of whether the knowledge of such claims, or the facts upon which they might be based, would materially have affected the settlement of this matter, and that the consideration received from Dahlby was also for the release of those claims. This Release is not intended to cover claims that may arise after the date that this Agreement is signed.

**6. No Filings.** Clement represents that, other than the Proceedings, he has not filed any action, lawsuit, claim, charge, or complaint against Dahlby with any local, state, or federal agency or court, and that he will not do so at any time hereafter based upon events or omissions occurring prior to the date of execution of this Agreement.

**7. Tax Obligations and Indemnity Clause.** Clement agrees that he is solely responsible for all tax obligations, if any, including all reporting and payment obligations that may arise as a consequence of the parties' characterization of the settlement funds. Clement agrees that he will notify Dahlby and indemnify and hold Dahlby harmless for any claims relating to, or arising from, tax obligations on any part of the settlement amount or any interest or penalties related thereto, with the exception of any employment taxes and withholding that are

normally the responsibility of the employer should a portion of the settlement be recharacterized as wages.

**8. Successors.** This Agreement shall be binding upon the parties, and their heirs, representatives, executors, administrators, successors, and assigns, and shall inure to the benefit of each and all of the Released Parties and to their/its heirs, representatives, executors, administrators, successors, and assigns.

**9. No Attorneys' Fees and Costs.** Clement and Dahlby agree that neither party shall be required to pay any attorneys' fees or costs of any kind incurred by the other party in connection with the Proceedings.

**10. Confidentiality.** The provisions of this paragraph shall apply to Clement and to Tom and Kathy Dahlby. The provisions of this paragraph shall apply for a period of two years commencing with the date of the entry of the Consent Decree filed herewith. Clement and the Dahlbys agree that they will keep the amount of this settlement and the terms and contents of this Agreement completely confidential. They agree that they will not publicize or disclose the conditions, terms, or contents of this Agreement, whether in writing or orally, to any person, directly or indirectly, or by or through any agent, representative, attorney, or any other person unless compelled to do so by law or except as necessary to effectuate the terms of this Agreement. To those who inquire, they shall acknowledge only that they have resolved their dispute to their mutual satisfaction. As an exception to the above, Clement and the Dahlbys may discuss this Agreement with their respective attorneys, spouses, immediate family, and tax preparers as long as they inform each that the terms of this Agreement are confidential and direct that they maintain that confidentiality. Violation of this provision is a material breach of this agreement.

**11. No Re-Employment.** The provisions of this paragraph shall apply for a period of two years commencing with the date of the entry of the Consent Decree filed herewith. During this two-year period, Clement agrees not to seek employment with Dahlby.

**12. Full and Independent Knowledge.** Clement understands and acknowledges the significance of this Agreement and acknowledges that this Agreement is voluntary and has not been given as a result of any coercion. Clement acknowledges that he has been given full opportunity to review and negotiate this Agreement through a formal mediation with Michele Sales of Washington Arbitration and Mediation Services, that he has had the opportunity to discuss all aspects of this Agreement with an attorney, that he has carefully read and fully understands all the provisions of the Agreement, and that he has voluntarily executed this Agreement only after full reflection and analysis.

**13. No Representations.** Clement acknowledges that, except as expressly set forth herein, no representations of any kind or character have been made to him by Dahlby or its agents or attorneys to induce the execution of this Agreement.

**14. Miscellaneous.**

**14.1** This Agreement is made and entered into in the State of Washington and shall in all respects be interpreted, enforced, and governed under the laws of that State. The

language of all parts in this Agreement shall be construed as a whole, according to its fair meaning, and not strictly for or against either party.

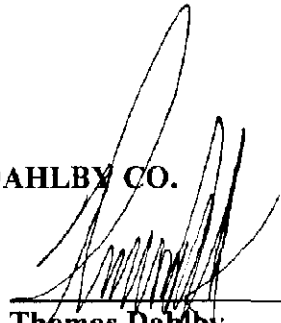
14.2 Should any provision in this Agreement be declared or determined to be illegal or invalid, the validity of the remaining parts, terms, or provisions shall not be affected thereby, and the illegal or invalid part, term, or provision shall be deemed not to be part of this Agreement, and all remaining provisions shall remain valid and enforceable.

14.3 This Agreement sets forth the entire agreement between the parties and fully supersedes any and all prior agreements and understandings between the parties pertaining to the subject matter of this Agreement.

**PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES THE RELEASE OF ALL KNOWN AND UNKNOWN CLAIMS.**

H. DAHLBY CO.

By

  
\_\_\_\_\_  
Thomas Dahlby,  
President

CURTIS ANDY CLEMENT

  
\_\_\_\_\_

Date:

MARCH 3, 2000

Date:

3/8/2000

NOTICE TO ALL EMPLOYEES

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.

Dahlby will institute a training program to train its managers regarding the requirements of the above statutes, with particular emphasis on sex and retaliation discrimination.

Dahlby 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.

DATED \_\_\_\_\_

H. Dahlby Co. by

\_\_\_\_\_