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JUL 28 1999 MR  
AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
BY DEPUTY

The Honorable Robert S. Lasnik  
~~FILED~~ ENTERED  
~~LODGED~~ RECEIVED  
AUG 04 1999  
AT SEATTLE  
CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
BY DEPUTY

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

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )  
 )  
Plaintiff, )  
 )  
and. )  
 )  
LOUIS GORCHOFF, )  
 )  
Plaintiff-Intervenor, )  
 )  
v. )  
 )  
HOME DEPOT USA, INC., )  
 )  
Defendant. )

No. C98-1368L  
SETTLEMENT AGREEMENT AND  
ORDER DISMISSING ACTION

**I. INTRODUCTION**

1. This action originated with a charge of discrimination filed with the plaintiff, Equal Employment Opportunity Commission ("EEOC" or "Commission"), on April 4, 1998 by Louis Gorchoff. The charge alleged that the defendant, Home Depot USA, Inc. ("Home Depot"), subjected him to a hostile work environment because of his religion, Judaism, and terminated him in retaliation for his complaints of harassment in violation of Title VII of the Civil Rights, 42 U.S.C. §2000e et seq. ("Title, VII").

1           2.       The EEOC sent the defendant a Letter of Determination on September 11, 1998,  
2 with a finding that there was reasonable cause to believe that Mr. Gorchoff's allegations were  
3 true and that it had violated Title VII.

4           3.       The Commission filed this lawsuit on September 30, 1998, in the United States  
5 District Court for the Western District of Washington at Seattle. Home Depot answered, denying  
6 all liability.

7           4.       The parties desire to conclude the litigation arising out of Mr. Gorchoff's charge,  
8 the EEOC's determination, and all of the claims underlying this action without expending further  
9 resources in contested litigation.

## 10       **II. NONADMISSION OF LIABILITY AND NONDETERMINATION BY THE COURT**

11           5.       This Settlement Agreement is **not** an adjudication or finding on the merits of this  
12 case and shall not be construed as an admission by the defendant of a violation of Title VII.  
13 Home Depot has denied all wrongdoing.

## 14                               **III. SETTLEMENT SCOPE**

15           6.       This Settlement Agreement is the final and complete resolution of all allegations  
16 of unlawful employment practices contained in Louis Gorchoff's discrimination charge, in the  
17 EEOC's Letter of Determination, and in the complaint filed in this action, including all claims by  
18 the parties for attorneys' fees and costs.

## 19                               **IV. MONETARY RELIEF**

20           7.       In settlement of this suit, the defendant has agreed to pay Louis Gorchoff and his  
21 attorneys an agreed-upon sum, in full settlement and satisfaction of all claims for monetary relief  
22 in this action. Specifically, Home Depot agrees to provide Mr. Gorchoff the following  
23 consideration:

- 1 a. \$6,235.00 (minus applicable withholding) in full settlement of plaintiff's  
2 claims for back pay;
- 3 b. \$43,765.00 in full settlement of plaintiff's claims for interest and general  
4 damages; and
- 5 c. \$42,000.00 in full settlement of plaintiff's claims for attorney's fees.  
6

7  
8 In return for this consideration, Louis Gorchoff has negotiated a settlement and release  
9 agreement with defendant, Home Depot, to which the EEOC is not a party, in full satisfaction of  
10 all his claims in this action.

## 11 V. OTHER TERMS

### 12 A. General Provisions

13 8. The defendant reaffirms its commitment to comply with the provisions of Title  
14 VII and all other federal laws against discrimination in its employment decisions. In furtherance  
15 of this commitment, it will monitor the affirmative obligations of this Settlement Agreement.

16 9. The defendant will not retaliate against any current or former associate for  
17 opposing any practice made unlawful by Title VII. Nor will the defendant retaliate against any  
18 current or former associate for making a charge or for testifying, assisting, or participating in any  
19 investigation, proceeding, or hearing associated with this action.

20 10. In recognition of its obligations under Title VII, the defendant will continue to  
21 abide by the policies and practices set forth below.

### 22 B. Policy and Procedures to Prevent Discrimination

23 11. The defendant has in place and will maintain a written equal employment  
24 opportunity policy, which sets forth the requirements of federal laws against employment  
25 discrimination and specifically those provisions that make religious harassment unlawful and  
26

1 make it unlawful to retaliate against any current or former associate for opposing any practice  
2 made unlawful by Title VII.

3 12. The policy includes a statement of defendant's commitment to ensuring that the  
4 practices and the conduct of its associates will comply with the requirements of federal laws  
5 against employment discrimination. It includes a provision stating that those who violate the  
6 policy will be subject to appropriate discipline, up to and including termination.

7 13. The policy includes an internal complaint procedure for associates to report  
8 suspected incidents of discrimination and retaliation so that the defendant can investigate and  
9 take appropriate action if it determines that any associate has violated its EEO policy.

10 14. The internal complaint procedure includes the following provisions:

11 a. A list of the appropriate persons to whom an individual should report  
12 allegations of discrimination in the workplace, including those that are unlawful  
13 under Title VII.

14 b. An explanation of how to make a complaint and what an investigation will  
15 involve, including informing the affected individuals of the outcome of the  
16 investigation.

17 15. The defendant will submit a copy of its policy for the EEOC's review and  
18 approval within forty-five days of the date of the Court's approval of this Agreement. Within 30  
19 days of the date of approval by the EEOC, the defendant will redistribute that policy to all of its  
20 then-current associates, both management and non-management, in the Bothell store.

21 **C. Posting Notice**

22 16. The defendant will post the notice attached as Exhibit I to this Agreement. The  
23 notice shall be posted on a centrally located bulletin board in its Bothell store where notices to  
24 employees are normally posted or where associates will see the notice for the duration of the  
25 Agreement. The defendant will also post in the same location a copy of the EEO policy  
26 referenced in paragraph 11.



1 following the written notice will be used by the parties for good faith efforts to reach agreement  
2 on how to bring the defendant into compliance with the Agreement.

3 **VII. TERM OF AGREEMENT**

4 22. This Agreement shall be in effect for two years and 60 days commencing with the  
5 date the agreement is approved by the court. The United States Court for the Western District  
6 will have jurisdiction to enforce this Settlement Agreement. If the EEOC petitions the Court and  
7 the Court finds the defendant to have violated the terms of this Settlement Agreement, it may  
8 extend the period of this Agreement and award the Commission its costs in bringing an  
9 enforcement action.

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DATED this 28<sup>th</sup> day of July, 1999.

Respectfully submitted,

A. LUIS LUCERO, JR.  
Regional Attorney

BARBARA J. STANDAL  
Supervisory Trial Attorney

JOHN F. STANLEY  
Senior Trial Attorney

Attorneys for Plaintiff

By: 

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Attorneys for Defendant  
Home Depot USA, Inc.

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**ORDER**

The Court having considered the foregoing stipulated agreement of the parties, IT IS  
HEREBY ORDERED THAT the foregoing settlement agreement be, and the same hereby is,  
approved by this Court in full settlement of this action. The Court will have jurisdiction over any  
action to enforce the settlement agreement approved herein.

This lawsuit is hereby dismissed with prejudice and without costs or attorneys' fees to  
any party.

DATED this 7<sup>th</sup> day of August, 1999.

  
~~ROBERT S. LASNIK~~  
UNITED STATES DISTRICT JUDGE



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**NOTICE TO ALL EMPLOYEES**

This notice is being posted pursuant to an agreement between Home Depot USA, Inc. and the Equal Employment Opportunity Commission.

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.

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

This notice is being posted because Home Depot supports and will comply with these federal laws in all respects.

DATED \_\_\_\_\_

Home Depot USA, Inc. by  
\_\_\_\_\_