

The Honorable Ronald B. Leighton

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05-CV-05671-ORD

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CLERK U.S. DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON AT TACOMA  
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UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION,  
  
Plaintiff,  
  
and  
  
JANICE LOWELL,  
  
Plaintiff in Intervention,  
  
v.  
  
LABOR READY, INC.,  
  
and  
  
IFA NURSERIES, INC.,  
  
Defendants.

No. C05-5671 RBL  
  
PROPOSED SETTLEMENT AGREEMENT  
AND ORDER DISMISSING ACTION

I. INTRODUCTION

1. This action originated when Janice Lowell filed a charge of discrimination with the Equal Employment Opportunity Commission ("EEOC" or "Commission") on July 8, 2004. Lowell alleged that defendants Labor Ready, Inc., Labor Ready Northwest, Inc. ("Labor Ready") and IFA Nurseries, Inc. ("IFA" or collectively "Defendants") discriminated against her based

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Equal Employment Opportunity Commission  
Seattle Field Office  
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1 upon her sex (female) in violation of Title VII of the Civil Rights Act of 1964, 42 U.S.C. §  
2 2000e, et seq. ("Title VII"), when Lowell was subjected to sexual harassment and retaliation.

3 2. On July 5, 2005, the EEOC issued a letter of determination with a finding of  
4 reasonable cause to believe that IFA and Labor Ready violated Title VII.

5 3. The Commission filed its complaint against IFA on September 30, 2005 in the  
6 United States District Court for the Western District of Washington and its complaint against  
7 Labor Ready on October 13, 2005.

8 4. Labor Ready filed an answer to the Commission's complaint on November 18,  
9 2005. IFA filed an answer to the Commission complaint on December 23, 2005. Both answers  
10 denied the allegations of discrimination in the EEOC's complaint. The cases were consolidated  
11 on December 5, 2005.

12 5. Lowell filed motions to intervene and was granted intervention.

13 6. The parties want to conclude fully and finally all claims arising out of the charge  
14 of discrimination filed with EEOC by Janice Lowell, the EEOC's Letter of Determination, and  
15 the EEOC's complaint and Lowell's complaint in intervention. The EEOC, Labor Ready and  
16 IFA enter into this settlement agreement to further the objectives of equal employment as set  
17 forth in Title VII.  
18

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21 **II. NONADMISSION OF LIABILITY AND NONDETERMINATION**  
22 **BY THE COURT**

23 7. This settlement agreement is not an adjudication or finding on the merits of this  
24 case and shall not be construed as an admission by Labor Ready or IFA of a violation of Title  
25 VII. Labor Ready and IFA deny violating any law.  
26



1 VI. AFFIRMATIVE AND OTHER RELIEF

2 A. General Provisions

3 11. Labor Ready, IFA, their respective officers, agents, and employees will enforce  
4 their policies that prohibit unlawful discrimination against employees on the basis of gender and  
5 prohibit sexual harassment and retaliation. In recognition of their obligations under Title VII,  
6 Labor Ready and IFA will maintain policies and practices as set forth below.  
7

8 B. Anti-Discrimination Policies and Procedures

9 12. Labor Ready and IFA shall maintain their anti-discrimination policies, procedures  
10 and training on sex discrimination for employees, supervisors and management personnel and  
11 will continue to provide equal employment opportunities for all employees, regardless of gender.  
12 As an ongoing commitment to Equal Employment Opportunity ("EEO"), Labor Ready and IFA  
13 will maintain their current policies of assuring that their respective managers and supervisors  
14 fully understand their EEO policies and how those policies define and identify what constitutes  
15 employment discrimination on the basis of sex. Labor Ready and IFA shall enforce their policies  
16 and procedures as written.  
17

18 13. Within one-hundred-twenty (120) days of the date of the effective date of this  
19 Settlement Agreement, Labor Ready and IFA will: (a) review their EEO policies to ensure that  
20 they adequately prohibit discrimination against employees on the basis of sex and retaliation  
21 with respect to any term, condition or privilege of employment, and address Labor Ready's and  
22 IFA's obligations to provide work environments free of sex discrimination for their employees;  
23 (b) IFA will distribute, a written copy of its EEO policy to employees, both management and  
24 non-management; and (c) Labor Ready will distribute written copies of its EEOC policies to  
25 regular current management and non-management employees. Labor Ready and IFA will  
26

1 provide EEOC with a written copy of their EEO policies as part of their first annual reports as  
2 provided in paragraph 20 below.

3 C. Training

4 14. Within one-hundred-eighty 180 days of the execution of this agreement, Labor  
5 Ready will present to all managers and supervisors within the Northwest Empire District for  
6 Labor Ready and IFA will present to all such employees in Toledo, three (3) hours of live  
7 training on employment discrimination, including sexual harassment and retaliation. Defendants  
8 will present such training to said personnel annually during the duration of this agreement.  
9 Further, within 60 days of the employment of a manager or supervisor in the Northwest Empire  
10 District for Labor Ready and the Toledo facility for IFA, Defendants will ensure that each of  
11 their respective new management personnel will complete a 2 hour online course regarding  
12 discrimination including the topics of sexual harassment and retaliation. Non-management  
13 employees who participate in personnel decisions, including termination, must also attend these  
14 training sessions; processing of applications for temporary assignments at a client's worksite  
15 shall not constitute a personnel decision. The EEOC will have an opportunity to review the  
16 training materials prior to the training date.

17 15. Labor Ready and IFA will notify the EEOC of the completion of the training and  
18 will specify the names and job titles of the employees who completed the training as part of their  
19 annual reports to the EEOC.

20 D. Expungement of Records

21 16. Labor Ready and IFA will not disclose any information or make references to any  
22 charge of discrimination or this lawsuit in responding to requests for information about Janice  
23 Lowell. Labor Ready and IFA will only give out dates of employment and compensation, if

1 requested, in response to any requests for information regarding Janice Lowell. Janice Lowell  
2 shall only direct prospective employers seeking references from Labor Ready to the Employee  
3 Verification Department at 1-800-610-8920 ext. 8460.

4 E. Policies Designed to Promote Supervisor Accountability

5 17. Labor Ready and IFA shall impose appropriate discipline -- up to and including  
6 termination of employment, suspension without pay or demotion -- upon any employee who they  
7 determine has discriminated against any employee on the basis of gender, or who retaliates  
8 against any person who complains or participates in any investigation or proceeding concerning  
9 any such conduct. Labor Ready and IFA shall communicate this policy to all of their employees.  
10

11 18. During the annual training hereunder, Labor Ready and IFA shall advise all  
12 subject managers and supervisors in the locations specified in paragraph 9 of their duty to  
13 actively monitor their work areas to ensure employees' compliance with the company's EEO  
14 policy, and to report any incidents or complaints of discrimination or retaliation of which they  
15 become aware to Labor Ready's Human Resources Department or IFA's corporate headquarters,  
16 as applicable.  
17

18 19. IFA will evaluate its supervisory and management employees subject to this  
19 agreement pursuant to paragraph 9 on their compliance with IFA's EEO policies. Labor Ready  
20 will provide the summary referenced in paragraph 20 (d) to the district manager who shall  
21 review the same and assess the branch manager's compliance with EEOC policies.  
22

23 F. Reporting

24 20. Labor Ready and IFA shall report in writing to the EEOC on an annual basis,  
25 beginning twelve months (12) months from the date of the entry of this agreement, and again  
26 twelve (12) months thereafter the following information:

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- 1 a. Certification of the completion of three (3) hours of training for managers,  
2 supervisors, and non-management employees who participate in the promotion or  
3 hiring process, along with lists of attendees;
- 4 b. Certification that their EEO policies have been distributed to all current and newly  
5 hired employees;
- 6 c. A list of any changes, modifications, revocations or revisions to their EEO  
7 policies and procedures which concern or affect the subject of discrimination.
- 8 d. A summary of internal formal discrimination complaints, if any, submitted to  
9 management or Labor Ready's Human Resources Department by employees  
10 working at Labor Ready in the Northwest Empire District or to management at  
11 IFA's Toledo facility by employees working at the Toledo facility, and the  
12 resolution of each such complaint; and
- 13 e. A statement certifying that the company has complied with the terms of this  
14 Settlement Agreement. If a Defendant has not complied with any term of this  
15 Settlement Agreement, the statement will specify the areas of noncompliance, the  
16 reason for the noncompliance, and the steps taken to bring the Defendant into  
17 compliance.

18 **G. Posting**

19 21. Labor Ready and IFA will post Notices, attached as Exhibits 1-4 to this  
20 Settlement Agreement. Both Defendants' Notices shall be posted on a centrally located bulletin  
21 board or other place where such notices are normally posted and read by employees during the  
22 two (2) year period of this Agreement.

23 **VII. ENFORCEMENT**

24 22. If the EEOC determines that Labor Ready and IFA have not complied with the  
25 terms of this Agreement, the EEOC will provide written notification of the alleged breach to the  
26 company alleged to be in breach. The EEOC will not petition the court for enforcement of this  
27 agreement for at least thirty (30) days after providing written notification of the alleged breach.  
28 The 30-day period following the written notice shall be used by the parties for good faith efforts  
to resolve the dispute.

VIII. RETENTION OF JURISDICTION

23. The United States District Court for the Western District of Washington shall retain jurisdiction over this matter for the duration of this agreement.

IX. DURATION AND TERMINATION

24. This agreement shall be in effect for two (2) years beginning the day the court enters the order approving this agreement. If the EEOC petitions the court for breach of this settlement agreement, and the court finds either Defendant to be in violation of its terms, the court may extend the duration of this settlement agreement.

X. CONCLUSION

25. The parties are not bound by any provision of this agreement until it is signed by authorized representatives of each party and entered by the court.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2006.

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Senior Trial Attorney

BY: \_\_\_\_\_  
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PRESENTED BY: s/Scott T. Cliff  
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Attorney for Defendant, IFA Nurscrics, Inc.

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ORDER APPROVING SETTLEMENT AGREEMENT

The Court, having considered the foregoing stipulated agreement of the parties,  
HEREBY ORDERS THAT the foregoing settlement agreement be, and the same hereby is,  
approved as the final agreement 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 settlement agreement approved herein.

DATED this 22nd day of June, 2006.

  
THE HONORABLE RONALD B. LEIGHTON  
UNITED STATES DISTRICT COURT JUDGE

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