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THE HONORABLE THOMAS S. ZILLY

APR 12 2000

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

APR 11 2000 KN  
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,

v.

PARRISH COMMUNICATION CABLING,  
INC.,

Defendant.

CIVIL NO. C99-0318Z

CONSENT DECREE

*Copy TSZ, copy to JMB*

I. INTRODUCTION

1. This action originated with a discrimination charge Donna M. Buehler filed with the Equal Employment Opportunity Commission ("EEOC") on March 12, 1998. Ms. Buehler alleged Parrish Communication Cabling, Inc. ("Parrish") discriminated against her by failing to hire her for employment because of sex in violation of 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 decree as Exhibit 1.

2. On February 2, 1999, the EEOC sent Parrish a Letter of Determination with a finding of reasonable cause that Parrish violated Title VII. A copy of the Letter of Determination is attached to this consent decree as Exhibit 2.

3. The Commission filed this lawsuit on March 5, 1999, in the United States District Court

**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 for the Western District of Washington at Seattle. The complaint alleges sex discrimination in the  
2 failure to hire Ms. Buehler and a class of similarly situated females.

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

5 II. NONADMISSION OF LIABILITY AND NONDETERMINATION BY THE COURT

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

8 III. SETTLEMENT SCOPE

9 6. This consent decree is the final and complete resolution of all allegations of unlawful  
10 employment practices contained in Donna M. Buehler's discrimination charge, in the EEOC's  
11 administrative determination, and in the complaint filed herein, including all claims by the parties for  
12 attorney fees and costs.

13 IV. MONETARY RELIEF

14 7. In settlement of this lawsuit, Parrish agrees to pay Donna Buehler the sum of \$15,000 in  
15 equitable, compensatory and punitive damages, less applicable withholding required by law. Parrish  
16 agrees to mail the check to Ms. Buehler within ten days of the date this consent decree is entered by  
17 the court. After receiving the check, Ms. Buehler shall release Parrish from all claims arising out of  
18 this lawsuit. A copy of the release is attached to this consent decree as Exhibit 3.

19 V. INJUNCTIVE RELIEF

20 A. General Provisions

21 8. Parrish reaffirms its commitment to comply with Title VII of the Civil Rights Act of  
22 1964. In furtherance of this commitment, the company shall monitor the affirmative obligations of  
23 this consent decree. The terms of this consent decree apply to all applicants and employees.

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

27 10. Parrish, its officers, agents, and employees are hereby enjoined from engaging in

1 personnel practices which unlawfully discriminate against applicants and employees in violation of  
2 Title VII. In recognition of its obligations under Title VII, Parrish will institute the policies and  
3 practices set forth below.

4 B. Establishment of Policy and Procedures to Prevent Discrimination

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

10 C. Internal Grievance Procedure

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

- 14 a. The employer will investigate employee and applicant complaints.
- 15 b. The employer will document the steps taken in the investigation of each  
16 complaint, as well as any action taken as a result of the investigation and, if no action is  
17 taken, the reasons for not taking corrective action.
- 18 c. The employer shall inform the complainant of the outcome of the investigation.
- 19 d. Within thirty (30) days after the end of each year for two years following the  
20 date of entry of this decree, the company will mail to EEOC a copy of each complaint of  
21 discrimination along with a summary of the resolution of each complaint.

22 D. Title VII Training

23 13. The company at its corporate offices will develop and present to Duane Parrish, Kurt  
24 Evans, and managers or supervisors to be designated by them at least six hours of Title VII training  
25 annually during this consent decree's duration, according to the provisions of paragraph 14. The cost  
26 of training shall be borne by the company. The company shall submit for EEOC approval an outline  
27 of the training 30 days prior to the presentation.

1 14. The training will focus on what constitutes sex discrimination under Title VII as well as  
2 other bases for which federal laws provide protection against discrimination, including but not limited  
3 to the Age Discrimination in Employment Act, the Equal Pay Act, and the Americans With  
4 Disabilities Act. The training will also include Parrish's obligations under this consent decree. This  
5 includes instruction to management on nondiscriminatory terms and conditions of employment and  
6 consideration of proper procedures when hiring employees. The training will take place within sixty  
7 (60) days after entry of this consent decree and within thirty (30) days after the one-year and two-year  
8 periods following the entry of this consent decree. For the second and third sessions under this  
9 paragraph, Parrish may seek EEOC approval of training of less than six hours duration. The EEOC  
10 shall approve such a request if those attending the second and third sessions had already attended the  
11 first session.

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

15 E. Reporting

16 16. Six months following the entry of this decree and every six months thereafter for the  
17 duration of the decree, Parrish will send to the EEOC a written report of individuals who were hired  
18 during the prior six- month period. This report shall include the individual's sex, name, address and  
19 phone number.

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

22 F. Posting

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

25 VI. ENFORCEMENT

26 19. If the EEOC concludes that Parrish has breached this agreement, it may bring an action in  
27 the United States District Court for the Western District of Washington at Seattle to enforce this

1 consent decree. Before bringing an action for breach of the decree, the EEOC shall first give the  
2 company 30 days' notice. The EEOC and the company shall use that 30-day period for good faith  
3 efforts to resolve the matter.

4 VII. RETENTION OF JURISDICTION

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

7 VIII. DURATION AND TERMINATION

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

12 IX. CONCLUSION

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

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**EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**  
**Seattle District Office**  
Federal Office Building  
909 First Avenue, Suite 400  
Seattle, Washington 98104-1051  
Telephone (206) 220-6883  
Fax (206) 220-6911  
TDD (206) 220-6882

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The foregoing terms and conditions are agreed upon and stipulated to this 11<sup>th</sup> day of April, 2000.

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

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

KENNETH SHEPPARD  
Simburg Ketter Sheppard & Purdy  
2525 First Interstate Center  
999 Third Avenue  
Seattle, WA 98104-4089  
(206) 382-2600

By: [Signature]  
Attorneys for Defendant

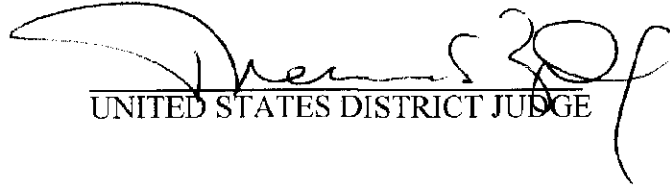
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ORDER APPROVING CONSENT DECREE

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 12<sup>th</sup> day of April, 2000.

  
UNITED STATES DISTRICT JUDGE

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**CHARGE OF DISCRIMINATION**

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

AGENCY CHARGE NUMBER  
 FEPA  
 EEOC 380980627

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

NAME (Indicate Mr., Ms., Mrs.) HOME TELEPHONE (Include Area Code)  
 Ms. Donna M. Buehler (425) 710-0396

STREET ADDRESS CITY, STATE AND ZIP CODE DATE OF BIRTH  
 6928 Jefferson Avenue, Everett, WA 98203 06/03/70

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)  
 Parrish Communication Cabling, Inc. Cat A (15-100) (425) 349-5808

STREET ADDRESS CITY, STATE AND ZIP CODE COUNTY  
 11709 Cyrus Way, Mukilteo, WA 98275 061

NAME TELEPHONE NUMBER (Include Area Code)

STREET ADDRESS CITY, STATE AND ZIP CODE COUNTY

CAUSE OF DISCRIMINATION BASED ON (Check appropriate box(es)) DATE DISCRIMINATION TOOK PLACE  
 RACE  COLOR  SEX  RELIGION  NATIONAL ORIGIN EARLIEST LATEST  
 RETALIATION  AGE  DISABILITY  OTHER (Specify) 02/09/98 02/23/98  
 CONTINUING ACTION

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

On or about February 9, 20, and 23, 1998, I was denied a Tech 2 position with Parrish Communication Cabling by Kurt Evans because of my sex, female, in violation of Title VII of the Civil Rights Act of 1964, as amended.

A Local 191 representative informed me that at least five other women have been refused employment by Parrish.

**EXHIBIT 1**

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

Date 3/10/98 Charging Party (Signature) Donna M. Buehler SUBSCRIBED AND SWORN TO BEFORE ME THIS DATE (Day, month, and year) 12/3/98 Paul Whelan





U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
Seattle District Office

FEB - 2 1999

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

Donna M. Buehler  
6928 Jefferson Avenue  
Everett, WA 98203

Charge 380980627

Charging Party

Parrish Communication Cabling, Inc.  
11709 Cyrus Way  
Mukilteo, WA 98275

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 her in violation of Title VII in that she was not hired as a Tech 2 because of her sex, female.

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. I also determine that Respondent has failed to hire other similarly situated women because of their sex.

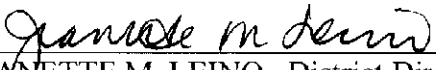
Upon finding that there is reason to believe that violations have occurred, the Commission attempts to eliminate the alleged unlawful practices by informal methods of conciliation. Therefore, the Commission now invites the parties to join with it in reaching a just resolution of this matter. The confidentiality provisions of Title VII and Commission Regulations apply to information obtained during conciliation.

EXHIBIT 2

If the Respondent declines to discuss settlement or when, for any other reason, a settlement acceptable to the office Director is not obtained, the Director will inform the parties and advise them of the court enforcement alternatives available to aggrieved persons and the Commission. A Commission representative will contact each party in the near future to begin conciliation.

On Behalf of the Commission:

**FEB - 2 1999**

  
\_\_\_\_\_  
JEANNETTE M. LEINO, District Director

cc: Kenneth Sheppard

**RELEASE AGREEMENT**

THIS RELEASE AGREEMENT ("agreement") is executed by and Parrish Communication Cabling, Inc. ("Parrish") and \_\_\_\_\_.

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 Parrish 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 Parrish Communication Cabling, Inc., hereby forever releases, acquits, and discharges the latter and their 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 discrimination contained in Charge Number \_\_\_\_\_, the Letter of Determination issued by the Equal Employment Opportunity Commission as a result of that charge, and the Commission's resulting lawsuit.

3. \_\_\_\_\_ understands that she has the right to consult an attorney of her choice and has consulted the Equal Employment Opportunity Commission regarding this release and, knowing and understanding so, 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

\_\_\_\_\_ of \_\_\_\_\_, 1999.

PARRISH COMMUNICATION CABLING, INC. \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

**EXHIBIT 3**

NOTICE TO ALL EMPLOYEES

This notice is being posted pursuant to a agreement between Parrish Communication Cabling, Inc., and the Equal Employment Opportunity Commission, entered as the result of a settlement of a lawsuit pending in the federal district court for the Western District of Washington at Seattle, NO. C99-0318Z.

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.

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

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

DATED \_\_\_\_\_

Parrish Communication Cabling, Inc. by  
\_\_\_\_\_

**EXHIBIT** 4