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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT TACOMA

UNITED STATES OF AMERICA,

Plaintiff,

v.

PIERCE COUNTY, WASHINGTON,

Defendant.

No. CV12-5480
[PROPOSED] CONSENT DECREE

I. INTRODUCTION

1. This action was brought by the United States of America (“United States”) against Pierce County, Washington to enforce the provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.* (“Title VII”), following receipt by the United States from the Equal Employment Opportunity Commission (“EEOC”) of a charge of discrimination filed by Sally Barnes (Charge No. 846-2009-61053). This Court has jurisdiction over this action under 42 U.S.C. § 2000e-5(f) and 28 U.S.C. §1345.

2. In its complaint, the United States alleges that Pierce County, through the acts of the Assessor-Treasurer and Deputy Assessor-Treasurer at the Pierce County Assessor-Treasurer’s Office, discriminated against Ms. Barnes in violation of Section 704 of Title VII, 42 U.S.C. § 2000e-3(a), by subjecting her to retaliation because she engaged in activity protected under Title VII.

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1 3. Pierce County denies that it discriminated or retaliated against Ms. Barnes.
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3 Nevertheless, the United States and Pierce County, desiring that this action be settled by an
4 appropriate Consent Decree (the “Decree”) and without the burden and risks of protracted
5 litigation, agree to the entry of this Decree.

6 4. The United States and Pierce County agree to the jurisdiction of the Court over
7 the Parties and the subject matter of this action. For purposes of this Decree, and subject to its
8 approval and entry by the Court, the Parties waive hearings and findings of fact and conclusions
9 of law on all issues, and further agree to the entry of this Decree as final and binding between
10 themselves as to the issues raised in the complaint filed by the United States and the matters
11 resolved by this Decree. This Decree, being entered with the consent of the Parties, shall not
12 constitute an admission, adjudication, or finding on the merits of the allegations made in the
13 complaint.
14

15 In resolution of this action, the Parties hereby **AGREE** to, and the Court expressly
16 **APPROVES, ENTERS** and **ORDERS** the following:

17 **II. THE PARTIES**

18 5. The Parties to this Decree are the United States of America, by the United States
19 Department of Justice, and Pierce County, Washington (collectively the “Parties”).
20

21 6. Pierce County and its current and future agents, employees, supervisors,
22 managers, directors, officers, appointed and elected officials, designees, and successors in
23 interest are hereinafter referred collectively as “Pierce County” or the “County.”

24 **III. PURPOSES OF CONSENT DECREE**

25 7. The purposes of this Decree are to ensure that:
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2 a. The Pierce County Assessor-Treasurer's Office, including the Pierce
3 County Assessor-Treasurer and Deputy Assessor-Treasurer, does not subject any
4 employee to discrimination or retaliation in violation of Title VII;

5
6 b. The County maintains clear, effective and well-publicized policies and
7 procedures that prohibit discrimination and retaliation in the workplace;

8 c. The County provides training to all employees and appointed and elected
9 officials at the Pierce County Assessor-Treasurer's Office, concerning Title VII's
10 prohibitions against discrimination and retaliation and the County's policies and
11 procedures prohibiting discrimination and retaliation in the workplace; and

12 d. Ms. Barnes is provided appropriate remedial relief.

13
14 **IV. GENERAL INJUNCTIVE RELIEF**

15 8. The Pierce County Assessor-Treasurer's Office, including the Pierce County
16 Assessor-Treasurer and Deputy Assessor-Treasurer, and all individuals in active concert or
17 participation with any of them are enjoined from:

18 a. Discriminating against any individual in violation of Title VII; and

19 b. Retaliating against or otherwise adversely affecting any individual because
20 that individual has complained orally or in writing about employment discrimination;
21 opposed discriminatory employment practices or policies; filed an internal EEO
22 complaint; filed an EEOC charge; participated in or cooperated with the initiation,
23 investigation, or litigation of this action, or the administration of this Decree; or provided
24 information to the Department of Justice. Such retaliation could include, but is not
25 information to the Department of Justice. Such retaliation could include, but is not
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1 limited to, making disparaging comments regarding individuals who have engaged in
2 activity protected under Title VII.

3 **V. POLICIES AND PROCEDURES**

4 9. Within thirty (30) days from the date the Court enters this Decree, Pierce County
5 shall submit to the United States for review, comment and approval the proposed revisions to its
6 written EEO policies and procedures and related employee handbook provisions (“EEO Policy”).
7

8 The revisions shall include, but are not limited to, the following:

9 a. Specific reference to and inclusion of the prohibition against retaliation in
10 EEO Policy 3.16.010 A; and

11 b. A clear statement that all elected and appointed officials are strongly
12 encouraged to:

13 i. Comply with the EEO Policy and be subject to appropriate
14 disciplinary or corrective action for non-compliance; and

15 ii. Participate in and fully cooperate with any investigation of EEO
16 complaints or charges of discrimination or retaliation.
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18 10. The United States’ approval of the EEO Policy shall not be unreasonably
19 withheld. However, if the United States does not believe the EEO Policy complies with the
20 terms of this Decree or Title VII, the United States shall notify Pierce County within ten (10)
21 days of receipt of the EEO Policy. The Parties shall thereafter confer in good faith regarding any
22 disagreements concerning the EEO Policy.
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24 11. No later than thirty (30) days after receipt of the United States’ approval of the
25 EEO Policy, Pierce County shall:

26 a. Implement the EEO Policy;
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5 b. Distribute a copy of the EEO Policy to all of its current employees and
6 appointed and elected officials at the Pierce County Assessor-Treasurer's Office, and
7 obtain from such individuals a signed statement, which will be placed in their personnel
8 files, certifying that they have received the EEO Policy; and

9 c. Incorporate the EEO Policy in any personnel policy manuals or similar
10 materials maintained by the County.

11 12. To the extent that Pierce County makes personnel policies available on any
12 County internet or intranet website, the EEO Policy also will be made available on the County's
13 website.
14

15 13. Every new employee, as well as each newly appointed and elected official, shall
16 receive a copy of the EEO Policy at the time he or she commences employment or assumes
17 office. Each new employee, as well as each newly appointed and elected official, shall sign a
18 statement certifying that he or she has received the EEO Policy, and the signed statement shall be
19 placed in his or her personnel file.
20

21 14. During the term of this Decree, Pierce County shall provide the United States with
22 copies of any modifications or revisions to the EEO Policy within ten (10) days of such
23 modifications or revisions.

24 **VI. TRAINING**

25 15. Within one-hundred and twenty (120) days from the date the Court enters this
26 Decree, Pierce County shall provide instructional training to all employees and appointed and
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1 elected officials at the Pierce County Assessor-Treasurer's Office regarding discrimination and
2 retaliation, and the procedures for reporting and responding to allegations of discrimination and
3 retaliation. The County shall require every person who attends instructional training to sign a
4 statement certifying that he or she fully attended the training and will comply with the
5 discrimination and retaliation provisions of Title VII. The County shall maintain a copy of this
6 certification in each attendee's personnel file.
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8 16. The training described in Paragraph 15 shall be provided to all newly hired or
9 transferred employees and newly appointed and elected officials of the Pierce County Assessor-
10 Treasurer's Office within thirty (30) days of such hire or transfer or assumption of office during
11 the life of this Decree.

12 17. Within sixty (60) days from the date the Court enters this Decree, Pierce County
13 shall submit to the United States for review and approval a description of the proposed training
14 provider and training program, along with copies of the training materials and a list of employees
15 and appointed and elected officials (with job titles and assigned Pierce County Assessor-
16 Treasurer Office departments) designated to be trained.
17

18 18. The United States' approval of the training shall not be unreasonably withheld.
19 However, if the United States does not believe that the training complies with the terms of this
20 Decree or Title VII, the United States will notify the County within ten (10) days of receipt of
21 the information regarding the proposed training. The Parties shall thereafter confer in good faith
22 regarding any disagreements concerning the training. Once the United States has approved the
23 training, Pierce County shall implement the training within one-hundred and twenty (120) days
24 after the Court enters this Decree.
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1 19. Within thirty (30) days of the administration of training described in Part VI,
2 Pierce County shall provide to the United States a list of employees and appointed and
3 elected officials (with job titles and assigned Pierce County Assessor-Treasurer Office
4 departments), who fully attended the training.
5

6 **VII. SPECIFIC INDIVIDUAL RELIEF FOR SALLY BARNES**

7 20. Pierce County and Ms. Barnes have previously entered into a separate settlement
8 agreement in the amount of \$400,000.00 regarding related tort claims arising from the same set
9 of facts supporting the allegations in the United States' complaint in this case. This separate
10 settlement agreement shall resolve all claims for monetary relief in the United States' case.
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12 21. Pierce County shall provide the United States with copies of the executed
13 settlement agreement and release and the check(s) paid as monetary relief to Ms. Barnes no later
14 than ten (10) days after the Court enters this Decree.

15 **VIII. RECORDKEEPING AND COMPLIANCE MONITORING**

16 22. Pierce County shall retain all records, including electronic mail, that come into its
17 possession relating to complaints or charges of employment discrimination and retaliation made
18 by employees against individuals at the Pierce County Assessor-Treasurer's Office, including
19 appointed and elected officials, through the County's internal EEO complaint procedure, the
20 EEOC, or any other federal or state agency authorized to receive such complaints or charges.
21 For the duration of this Decree, Pierce County shall provide copies of such complaints or charges
22 to the United States within ten (10) days of its receipt of such complaints or charges. The United
23 States also shall have the right to inspect and copy all documents relating to such complaints or
24 charges and their dispositions upon reasonable notice to the County.
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1 23. Without further order of the Court, the United States may review compliance with
2 this Decree at any time, and shall have the right to inspect and copy documents that are relevant
3 and necessary to monitor the County's compliance with this Decree. Unless otherwise stated in
4 this Decree, the County shall produce documents or make them available for inspection within
5 thirty (30) days of a written request by the United States.
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7 **IX. JURISDICTION OF THE COURT**

8 24. The Court shall retain jurisdiction over this Decree for the purpose of resolving
9 any disputes or entering any orders that may be necessary to implement the relief provided for in
10 this Decree.

11 25. The Parties shall attempt to resolve informally any dispute that may arise under
12 this Decree. If the Parties are unable to resolve the dispute expeditiously, either Party may move
13 the Court for a resolution of the issue, provided that the moving Party gives written notice to the
14 other Party at least ten (10) days prior to the filing of any motion.
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16 26. One (1) year from the date of entry of this Decree, this Decree shall dissolve and
17 this action shall be dismissed without further order of the Court, unless this Decree is extended
18 by the Court. The time frame for completion of any act required by this Decree may be modified
19 upon mutual written consent of the Parties. The Parties may jointly agree to other modifications
20 of this Decree with the approval of the Court.
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22 **X. ADDITIONAL PROVISIONS**

23 27. This Decree shall constitute the entire integrated agreement of the Parties. No
24 prior drafts or prior or contemporaneous communications, oral or written, shall be relevant or
25 admissible for purposes of determining the meaning of any provisions herein in any litigation or
26 any other proceeding.
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1 28. This Decree is binding upon all Parties hereto, by and through their officials,
2 agents, employees, and successors.

3 29. This Decree is enforceable only by the Parties. No person or entity is intended to
4 be a third-party beneficiary of the provisions of this Decree for purposes of any civil, criminal, or
5 administrative action, and accordingly, no person or entity may assert any claim or right as a
6 beneficiary or protected class under this Decree. The Parties agree to defend the terms of this
7 Decree, should they be challenged in this or any other forum.

8 30. This Decree does not expand, nor will it be construed to expand, access to any
9 documents of the United States or Pierce County, except as expressly provided by this Decree,
10 by persons or entities other than the United States and Pierce County. All federal and state laws
11 governing the confidentiality or public access to such documents are unaffected by the terms of
12 this Decree.

13 31. The Parties shall bear their own costs, expenses, and attorney's fees in this action,
14 including the costs of compliance or monitoring.

15 32. All documents required to be delivered under this Decree to the United States
16 shall be sent by an express mail service to:

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19 Chief, Employment Litigation Section
20 Civil Rights Division
21 U.S. Department of Justice
22 Fourth Floor, PHB
23 601 D Street, NW
24 Washington, DC 20579

25 33. This Decree constitutes the entry of final judgment within the meaning of Rule 54
26 of the Federal Rules of Civil Procedure as to all claims asserted in this action.

