

FILED BY JK D.C.

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE

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ROBERT P. DI TROLLO
CLERK, U.S. DIST. CT.
W. D. OF TN, MEMPHIS

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION,

Plaintiff,

vs.

CIVIL ACTION NO.
03-2359 D/P

LABOR READY, INC.

Defendant.

SETTLEMENT AGREEMENT

Introduction

For purposes of settlement and compromise only, the parties have advised the Court that they wish to resolve the instant controversy without the expense, delay, and burden of further litigation.

Plaintiff, Equal Employment Opportunity Commission (hereinafter the "Commission"), has instituted this action on behalf of Robert Herron, Raymond Terry, Charles Jordan, Gerry Matthews, Wallace Cunningham, Kitty Case, Cordelia Blaine and Joe Davis alleging that Defendant Labor Ready, Inc. (hereinafter the "Defendant"), failed to promote African American employees into management positions, retaliated against certain employees for opposing employment practices made unlawful by Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e et seq. (hereinafter "Title VII") and constructively discharged one

This document entered on the docket sheet in compliance
with Rule 58 and/or 79(a) FRCP on 8-5-04

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employee.

Charging Parties Gerry Matthews and Cordelia Blaine also have pending charges that are not part of the pending lawsuit.

The Defendant has consistently denied and continues to deny that it engaged in any unlawful employment practices as alleged by the Commission or that it otherwise violated Title VII.

In the event this proposed Settlement Agreement is not approved or does not become final, then it shall not be admissible in evidence in any subsequent proceeding in this action. Further, this Settlement Agreement shall not be admissible in any other action now pending or which may be filed in the future.

This Settlement Agreement constitutes the complete and exclusive agreement between the parties with respect to the matters referred to herein. No waiver, modification or amendment of any provision of this Settlement Agreement shall be effective unless made in writing and signed by both parties. No representations or inducements to compromise this action have been made, other than those recited or referenced in this Settlement Agreement.

The court has reviewed the terms of the proposed Settlement Agreement in light of the applicable laws and regulations the statements and representations of counsel for all parties, and hereby approves the Settlement Agreement.

I. JURISDICTION

The United States District Court for the Western District of Tennessee, Western Division, has jurisdiction over the parties and subject matter of this litigation.

II. GENERAL PROVISIONS

1. This Settlement Agreement, being entered with the consent of the parties for purposes of settlement, shall not constitute an adjudication on the merits of this lawsuit and shall not be construed as an admission by Defendant of any violation of Title VII or any executive order, law, rule or regulation dealing with or in connection with discrimination, harassment, or retaliation in employment.
2. The Defendant, its officers, and management representatives agree that they will not retaliate against any employee of Defendant employed in a branch office in the jurisdiction of the Western District of Tennessee solely because he or she opposed practices made unlawful under Title VII of the Civil Rights Act of 1964 or solely because the individual made a charge or complaint to the EEOC, testified, assisted, or participated in any manner in any investigation, proceeding, or hearing under the Title VII of the Civil Rights Act of 1964.

III. SCOPE AND DURATION OF AGREEMENT

1. By entering into this Settlement Agreement, the parties do not intend to resolve any charges of discrimination currently pending before the Commission other than the charges that created the procedural foundation for the complaint in this case and the outstanding charges of Gerry Mathews in Charge No. 250-A2-00570 and Cordelia Blaine, Charge No. 250-A2-00684.
2. This Settlement Agreement constitutes the complete and exclusive agreement between the Commission and Defendant, with respect to the matters referred to herein and arising out of Charge Nos. 250-A0-0744, 250-A1-016 and 250-A1-0801 filed with the Commission by Raymond Terry; Charge Nos. 250-99-1337 and 250-A0-0404, filed by Robert

Herron; Charge Nos. 250-A0-0719 and 250-A2-00570, filed by Gerry Mathews; Charge Nos. 250-A0-0763 and 250-A2-00684, filed by Cordelia Blaine; Charge No. 250-A0-0726 filed by Charles Jordan; Charge No. 250-A1-1063, filed by Wallace Cunningham; and Charge No. 250-A1-1279, filed by Kitty Case. Notwithstanding any provisions contained in the Settlement Agreement, this Agreement shall not be considered in any manner to be dispositive of any other charges now pending before any office of the Commission, or other lawsuits, if any, pending against Defendant Labor Ready, other than this lawsuit and the above-mentioned charge.

IV. TRAINING

Defendant shall provide employment-discrimination training to supervisory personnel in accordance with Defendant's Training Department Guidelines that require branch managers to receive within six (6) months of hire, at least two (2) hours of Title VII training which may include online training. The Title VII training conducted by Defendant's legal and human resource team shall include: employment discrimination and retaliation, Labor Ready's policy against employment discrimination and retaliation, implementation of Labor Ready's policy against employment discrimination and retaliation, as well as other procedures and/or responsibilities to comply with Title VII while attending Labor Ready University in Tacoma Washington. Defendant within 120 days of this agreement shall provide documentation to the EEOC of training compliance for the branch managers located within the Western District of Tennessee, to include the Memphis Tennessee Branch Offices that are currently within the Labor Ready system as of the date of this agreement.

V. POSTING AND POLICIES

Within thirty (30) days of the entry of this Settlement Agreement, Defendant shall post

and cause to remain posted for a six month period at the Memphis and Jackson Tennessee offices the notice attached hereto as Exhibit A.

VI. INDIVIDUAL RELIEF

1. Defendant shall pay \$347,500.00 in full settlement of the claims of Robert Herron, Raymond Terry, Charles Jordan, Gerry Matthews, Wallace Cunningham, Kitty Case, Cordelia Blaine, and Joe Davis in accordance with the instructions from the Commission concerning how much each person will be paid. The Commission will notify the Defendants of the amount of monetary relief which will be paid to each individual. Within thirty (30) days of the entry of this Settlement Agreement and the execution of a separate settlement agreement with Robert Herron, Raymond Terry, Charles Jordan, Gerry Matthews, Wallace Cunningham, Kitty Case, Cordelia Blaine, and Joe Davis, whichever occurs later, Defendant shall forward a cashier's check to each of the individual Charging Parties for compensatory damages and a Labor Ready payroll check for any back pay damages. Copies of the checks will be mailed to: Katharine W. Kores Regional Attorney, Equal Employment Opportunity Commission, 1407 Union Ave., Suite 621, Memphis, Tennessee 38104.

2. Robert Herron, Raymond Terry, Charles Jordan, Gerry Matthews, Wallace Cunningham, Kitty Case, Cordelia Blaine, and Joe Davis each will execute a separate settlement agreement to be prepared by counsel for Defendant.

3. Charging Parties, Robert Herron, Raymond Terry, Charles Jordan, Gerry Matthews, Wallace Cunningham, Kitty Case, and Joe Davis waive any right to reinstatement.

VII. EXPUNGEMENT

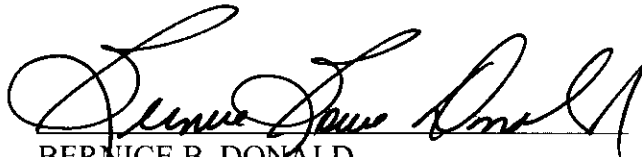
The Defendant Labor Ready shall expunge any adverse comments from the personnel

files of Charging Parties regarding their employment with Labor Ready. A Charging Party shall address all requests for a reference or employment verification to Gloria Schneider or her designee, who shall confirm the party's dates of employment and last position held with Labor Ready in accordance with Labor Ready's neutral reference policy.

VIII. Costs

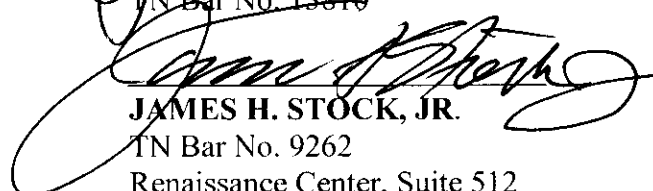
Each party shall bear that party's own costs, attorneys' fees, and expenses.

DATE: 8-4-2004


BERNICE B. DONALD
U.S. DISTRICT JUDGE

FOR DEFENDANTS:


GREGORY GRISHAM
TN Bar No. 13810


JAMES H. STOCK, JR.
TN Bar No. 9262
Renaissance Center, Suite 512
1715 Aaron Brenner
Memphis Tennessee 38120
(901) 526-0431

Attorneys for Defendant

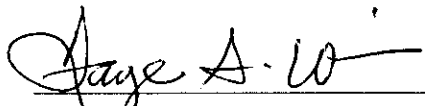
FOR THE COMMISSION:

ERIC S. DREIBAND
General Counsel

JAMES LEE
Deputy General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel


KATHARINE W. KORES
Regional Attorney
TN Bar No. 6283


FAYE WILLIAMS
Regional Attorney
TN Bar No. 11730

A handwritten signature in black ink, appearing to read 'Deidre Smith', is written over a horizontal line.

DEIDRE SMITH
Senior Trial Attorney,
TN Bar No. 018499

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
1407 Union Avenue, Suite 621
Memphis, Tennessee
(901) 544-0140

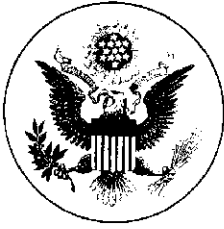
EXHIBIT A

NOTICE

1. This Notice to all employees of Labor Ready, Inc. is being posted as part of an agreement between Labor Ready Inc. and the Equal Employment Opportunity Commission in settlement of a complaint of employment discrimination.
2. Title VII of the Civil Rights Act of 1964, as amended, is a federal law that requires that employers not subject employees to sexual harassment, discriminate against employees because of their race, sex, religion, or national origin, or retaliate against employees who file charges of discrimination or oppose employment practices made illegal by Title VII.
3. Labor Ready, Inc. supports and will comply with Title VII in all respects and will not take any action against employees because they have opposed employment practices made illegal by Title VII or exercised their rights under the law by filing charges with the Equal Employment Opportunity Commission, or because they testified, assisted, or participated in any manner in any investigation, proceeding, or hearing under Title VII.
4. The posting of this Notice by Labor Ready, Inc. does not constitute an admission by Labor Ready that it engaged in employment discrimination.

7/16/04
Date


Labor Ready, Inc.



Notice of Distribution

This notice confirms a copy of the document docketed as number 23 in case 2:03-CV-02359 was distributed by fax, mail, or direct printing on August 5, 2004 to the parties listed.

J. Gregory Grisham
WEINTRAUB STOCK & GRISHAM
1715 Aaron Brenner Dr.
Ste. 512
Memphis, TN 38120

Nicholas M. Inzeo
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
1407 Union Avenue
Ste. 621
Memphis, TN 38104

Gwendolyn Young Reams
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
1407 Union Avenue
Ste. 621
Memphis, TN 38104

Deidre Smith
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
1407 Union Avenue
Ste. 621
Memphis, TN 38104

James H. Stock
WEINTRAUB STOCK & GRISHAM
1715 Aaron Brenner Dr.
Ste. 512
Memphis, TN 38120

Faye A. Williams
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
1407 Union Avenue
Ste. 621
Memphis, TN 38104

Honorable Bernice Donald
US DISTRICT COURT