

1 1.3 The parties wish to avoid the expense, delay, and uncertainties of further litigation,
2 and have therefore agreed to settle the Lawsuit. The parties agree, and it is expressly understood,
3 that this Agreed Order (“Agreed Order”) does not constitute evidence or an admission regarding
4 the existence or non-existence of any issue, fact, or violation of any law alleged by the State.
5 Further, the parties agree that this Agreed Order does not constitute a waiver or collaterally estop
6 any argument of law or fact in any subsequent proceeding that is unrelated to this Agreed Order.

7 1.4 The State of Washington initiated an investigation of Matheson’s compliance with
8 the WLAD after receiving a pregnancy discrimination complaint from a terminated employee.
9 Based on its investigation, the State determined that Matheson engaged in disability and sex
10 discrimination by:

11 1.4.1 Failing to reasonably accommodate employees whose disabilities were not the
12 result of workplace injuries; and

13 1.4.2 Terminating or imposing different terms and conditions of employment
14 because of the employee’s pregnancy.

15 1.5 Matheson unequivocally disputes the State’s determination and maintains that it
16 does not discriminate based on pregnancy and provides its employees reasonable
17 accommodations in accordance with federal, state and local laws.

18 **II. AGREEMENT REGARDING THE DUTY TO ACCOMMODATE**

19 2.1 The State deems the following to constitute unfair practices with respect to
20 employment in violation of the WLAD:

21 2.1.1 Failing to reasonably accommodate employees with disabilities such as
22 offering available light duty, when such reasonable accommodations are
23 available without undue hardship to the employer;

24 2.1.2 Terminating or imposing different terms and conditions of employment on
25 employees because of their pregnancy status;

1 2.1.3 Offering light duty job assignments to employees injured on-the-job and not
2 providing the same light duty opportunities or accommodations to pregnant
3 employees or employees whose disability is not the result of a workplace
4 injury;

5 2.1.4 Placing employees with disabilities on unpaid leave when reasonable
6 accommodations such as light duty or modified work assignments can be made
7 available without undue hardship to the employer;

8 2.1.5 Applying a prohibition or making statements or suggestions to employees that
9 light duty is categorically unavailable for pregnancies or non-work related
10 injuries; and

11 2.1.6 Aiding, abetting, encouraging, or inciting the commission of an unfair or
12 discriminatory practice.

13 2.2 Matheson maintains it has not engaged in any of the practices described in
14 paragraph 2.1, and agrees not to engage in any of the practices described in paragraph 2.1 in the
15 future. Matheson further agrees to comply with all provisions of the Healthy Starts Act, Wash.
16 Rev. Code § 43.10.005.

17 **III. NON-DISCRIMINATION POLICY AND NOTICE TO THE PUBLIC**

18 3.1 Matheson maintains that its general policy prohibits discrimination, harassment and
19 retaliation in the workplace, including discrimination and harassment against employees based on
20 pregnancy. Matheson also maintains that its general policy provides reasonable accommodations to
21 employees with disabilities. Upon entry of this Agreed Order, Matheson will prepare and implement
22 a policy that is specific to Washington employees that is consistent with **Exhibit A** (“Matheson
23 Washington Policy”).

24 3.2 Within ten (10) days of entry of this Agreed Order, Matheson shall distribute a copy
25 of its Matheson Washington Policy to each of its employees located in the State of Washington and
26 all others in any management or human resources role for Washington employees. Matheson shall

1 business operations, and Matheson shall so inform them of the terms and conditions of this Agreed
2 Order without delay. For a period of three (3) years following the entry of this Agreed Order,
3 Matheson and its successors and assigns, if any, will notify the Office of the Attorney General at
4 least thirty (30) days prior to any change in control that would change the identity of the corporate
5 entity or individual(s) responsible for compliance obligations arising under this Agreed Order,
6 including but not limited to dissolution, assignment, sale, merger, or other action that would result
7 in the emergence of a successor corporation or other business entity; the creation or dissolution
8 of a subsidiary, parent, or affiliate that engages in any acts or practices subject to this order.

9 8.3 The parties agree that, as of the date of the entry of this Agreed Order, litigation is
10 not reasonably foreseeable concerning the matters above. To the extent that either party
11 previously implemented a litigation hold to preserve documents, electronically stored
12 information, or things related to the matters described above, the party is no longer required to
13 maintain such a litigation hold. Nothing in this paragraph relieves either party of any other
14 obligation imposed by this Agreed Order.

15 8.4 All communications related to this Agreed Order shall be directed to: Wing Luke
16 Civil Rights Division, Office of the Washington State Attorney General, 800 Fifth Avenue, Suite
17 2000, Seattle, WA 98014, or Shirley Curran, Chief Human Resource Officer for Matheson, (916)
18 504-4778, 9785 Goethe Road, Sacramento, CA 95827.

19 It is hereby ORDERED, that this Agreed Order is APPROVED and ENTERED by the
20 COURT, and this case shall be DISMISSED. Except for payment of the Settlement Funds set
21 forth in Section 6.1 above, each party is to bear its own attorneys' fees and costs.

22 DATED this 31st day of March 2021.

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John C. Coughenour
UNITED STATES DISTRICT JUDGE

EXHIBIT A

NONDISCRIMINATION POLICY

It is the policy of Matheson Flight Extenders, Inc. to comply with the Washington Law Against Discrimination by ensuring that employment opportunities are available to all persons without regard to sex or disability. This policy means that, among other things, Matheson will not engage in discrimination on the basis of sex, including pregnancy, or disability. Specifically, Matheson Flight Extenders, Inc. prohibits:

1. Discrimination in any form against employees on the basis of pregnancy;
2. Failing to reasonably accommodate employees with disabilities, including failing to offer available light duty, including, if necessary, through a third-party vendor;
3. Offering light duty job assignments to employees injured on-the-job and not provide the same light duty opportunities or accommodations to pregnant employees or employees whose disability is not the result of a workplace injury;
4. Placing employees with disabilities on unpaid leave when accommodations such as light duty or modified work assignments can be made available without undue hardship to Matheson;
5. Applying a prohibition or making statements or suggestions to employees that light duty is categorically unavailable for pregnancies or non-work-related injuries; and
6. Aiding, abetting, encouraging, or inciting the commission of any act prohibited by Matheson's policies above.

Any employee of Matheson who fails to comply with this policy will be subject to appropriate disciplinary action, up to and including termination.

Any employee or prospective employee who believes that any employee of Matheson has violated this policy, must notify Matheson human resources immediately. Washington employees or prospective employees who have concerns about conduct that may violate this policy, may also contact the Office of the Washington State Attorney General, Civil Rights Division. The Civil Rights Division may be reached at:

Office of the Washington State Attorney General
Civil Rights Division
800 Fifth Avenue
Suite 2000
Seattle, WA 98104
(844) 323-3864
civilrights@atg.wa.gov

EXHIBIT B

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____ (date), I was provided a copy of Matheson' non-discrimination policy for Washington employees. I have read and understand the policy and have had my questions, if any, about the policy answered. I understand my responsibilities under the policy as a Matheson employee and will comply with them.

Signature

Print Name

Job Title

Home Address

Home Address Continued

Home Telephone Number

Date

EXHIBIT C

EMPLOYEE TRAINING ACKNOWLEDGMENT

I acknowledge that on _____, 20____, I received _____ minutes of live
employment discrimination training by _____.

Signature

Print Name

Job Title/Position

Date