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STATE OF WASHINGTON
WALLA WALLA COUNTY SUPERIOR COURT

STATE OF WASHINGTON,
Plaintiff,

NO.
21 2 00086 36

v.

CONSENT DECREE

GREAT COLUMBIA BERRY
FARMS, LLC,
Defendant.

I. INTRODUCTION

1. The State of Washington ("State"), by and through its undersigned attorney, filed this action against Great Columbia Berry Farms, LLC ("Great Columbia Berry Farms"), to enforce Title VII of the Civil Rights Act of 1964 ("Title VII"), as amended, 42 U.S.C. §§ 2000e-2000e-17, and the Washington Law Against Discrimination ("WLAD"), RCW 49.60.010-49.60.505.

2. The State alleges that Great Columbia Berry Farms, through one of its supervisors/managers, Jose Luis Contreras Ramirez, engaged in discrimination on the basis of sex at the blueberry farm Great Columbia Berry Farms owns and operates at 914 Emerald Road, Burbank, Washington, which is located in Walla Walla County.

3. Specifically, the State alleges that Great Columbia Berry Farms violated Title VII and the WLAD at least between 2012 to as late as October 2019 by subjecting female employees

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ATTORNEY GENERAL OF WASHINGTON
Civil Rights Division
800 Fifth Avenue, Suite 2000
Seattle, WA 98104
(206) 464-7744

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1 to sexual harassment, and retaliating against employees who complained. Such discrimination
2 has included:

3 a. Subjecting female employees to severe, pervasive, and unwelcome sexual
4 harassment by their then-supervisor/manager, Jose Luis Ramirez Contreras,
5 about which Great Columbia Berry Farms knew or should have known, in
6 violation of 42 U.S.C. § 2000e-2(a)(1), RCW 49.60.030(1)(a), and
7 RCW 49.60.180(2)–(3), including:

- 8 i. On at least two occasions, sexually assaulting a female employee;
- 9 ii. Groping or touching female employees without their permission,
10 including on the neck, back, shoulders, and buttocks;
- 11 iii. Exposing himself and requesting sexual favors;
- 12 iv. Making sexually charged and unwelcome comments, including about
13 employees' appearance or bodies, including their buttocks and
14 breasts;
- 15 v. Requesting to touch female employees' breasts and buttocks;
- 16 vi. Requesting dates and sex; and
- 17 vii. Requesting intimate photographs.

18 b. Taking adverse employment actions against employees who rejected Jose Luis
19 Contreras Ramirez's advances or complained about Jose Luis Contreras
20 Ramirez's behavior, in violation of 42 U.S.C. § 2000e-3(a) and
21 RCW 49.60.210(1).

22 4. Great Columbia Berry Farms denies all of the State's allegations above and
23 nothing in this Consent Decree shall be construed as an admission that Great Columbia Berry
24 Farms engaged in any of the alleged conduct or any illegal employment practices of any kind.
25 Great Columbia Berry Farms will not tolerate sexual harassment in the workplace.

26 5. The parties agree that this Court has jurisdiction over the parties and the subject

1 matter of the claims alleged, and that by their signatures below they consent to the entry of this
2 Consent Decree.

3 ACCORDINGLY, it is hereby ORDERED, ADJUDGED, AND DECREED:

4 **II. GENERAL INJUNCTION**

5 6. The injunctive provisions of this Consent Decree shall apply to Great Columbia
6 Berry Farms and its successors, assigns, transferees, officers, agents, servants, employees,
7 representatives, and all other persons in active concert or participation with Great Columbia
8 Berry Farms.

9 7. Great Columbia Berry Farms shall be permanently enjoined and restrained from
10 engaging in the following acts or practices:

- 11 a. Discriminating in the terms, conditions, or privileges of employment on the basis
12 of sex, including through sexual harassment;
- 13 b. Discriminating against employees for opposing unlawful or discriminatory
14 employment practices;
- 15 c. Rehiring Jose Luis Contreras Ramirez in any capacity, whether as a
16 supervisor/manager, non-supervisory/managerial employee, independent
17 contractor, or consultant; and
- 18 d. Allowing Jose Luis Contreras Ramirez to enter Great Columbia Berry Farm's
19 blueberry farm in Burbank, Washington or have contact with its employees, with
20 the exception of his wife and son, who are Great Columbia Berry Farms
21 employees.

22 **III. NONDISCRIMINATION AND ANTI-RETALIATION POLICY**

23 8. Within thirty (30) calendar days after entering into this Consent Decree, Great
24 Columbia Berry Farms shall revise its Nondiscrimination and Anti-Retaliation Policy
25 ("Nondiscrimination Policy") covering all of their employees. The revised Nondiscrimination
26 Policy shall define "sexual harassment," include examples of conduct that falls within this

1 definition, contain the reporting and investigative procedures described below, and must be
2 approved in advance by the Office of the Attorney General. Great Columbia Berry Farms will
3 make the Nondiscrimination Policy available in English and Spanish.

4 9. Within thirty (30) calendar days following adoption of the revised
5 Nondiscrimination Policy, Great Columbia Berry Farms shall distribute a copy of this Consent
6 Decree and the Nondiscrimination Policy to all principals, directors, supervisors/managers,
7 executives, officers, and employees who have responsibility for hiring, firing, assigning work,
8 determining compensation or benefits, or who otherwise have a supervisory/managerial role at
9 Great Columbia Berry Farms ("principals and supervisors"). Great Columbia Berry Farms shall
10 secure a signed statement from each such principal or supervisor acknowledging that they have
11 received and read the Consent Decree and Nondiscrimination Policy, have had the opportunity
12 to have questions about the Consent Decree and Nondiscrimination Policy answered, and agree
13 to abide by the relevant provisions of the Consent Decree and Nondiscrimination Policy. This
14 statement shall be in the form of Appendix A attached hereto. Great Columbia Berry Farms shall
15 submit signed copies of Appendix A to the Office of the Attorney General within forty-five (45)
16 calendar days following adoption of the Nondiscrimination Policy.

17 10. During the term of this Consent Decree, any new principal or supervisor at Great
18 Columbia Berry Farms shall be given a copy of this Consent Decree and the Nondiscrimination
19 Policy within seven (7) days of assuming such role. Great Columbia Berry Farms shall secure a
20 statement in the form of Appendix A from each such principal or supervisor and submit it to the
21 Office of the Attorney General within fourteen (14) days of such person's assumption of
22 principal or supervisor duties.

23 11. Within seven (7) calendar days following its adoption, Great Columbia Berry
24 Farms shall distribute a copy of the English and Spanish versions of the Nondiscrimination
25 Policy to every current employee. The English and Spanish versions of the Nondiscrimination
26 Policy shall also be distributed to every new or seasonal employee when they begin work with

1 Great Columbia Berry Farms, and shall be posted in any common areas accessible by employees
2 and in location(s) designed to maximize employees' ability to locate and review it, including in
3 the office, the shop, the employee bathrooms, the area near the time clock, and at the entrance to
4 the freezer/cold storage, and any lunch or break room(s) and/or area(s).

5 IV. COMPLAINT PROCEDURES

6 12. Great Columbia Berry Farms shall revise its current employee complaint
7 procedures for reporting harassment, discrimination, and retaliation within thirty (30) calendar
8 days after entering into this Consent Decree. The revised procedures shall: (1) provide clear
9 instructions to employees about where and how to make a complaint in writing, by phone, or in
10 person, including by providing the names, locations, addresses, and phone numbers of persons
11 to whom complaints can be made, and allowing for complaints to be made to someone other than
12 an employee's supervisor/manager; (2) allow complaints to be submitted verbally or in writing
13 in the primary language of the complainant; (3) require Great Columbia Berry Farms to offer to
14 provide interpretation for the complainant by a neutral and qualified interpreter or translator; (4)
15 provide a method for employees to make anonymous complaints of discrimination or harassment
16 via voicemail or written complaint; (5) require that all persons receiving complaints of
17 discrimination, harassment, or retaliation must report such complaint, and reduce such complaint
18 in writing if made verbally, to designated Great Columbia Berry Farms supervisors/managers
19 immediately; and (6) require Great Columbia Berry Farms to provide landline telephones at its
20 blueberry farm in Burbank, Washington, that employees can use to immediately report
21 harassment, discrimination, and/or retaliation. The procedures shall also include a statement
22 from Great Columbia Berry Farms's owners and/or management encouraging employees to
23 come forward with complaints of discrimination and harassment and reiterating the prohibition
24 against retaliation.

25 V. INVESTIGATIVE PROCEDURES

26 13. Within thirty (30) days of entering into this Consent Decree, Great Columbia

1 Berry Farms shall implement revised investigative procedures to ensure proper investigations of
2 complaints of discrimination, harassment, and retaliation. The procedures shall, at a minimum,
3 include requirements that: (1) Great Columbia Berry Farms will begin the investigation of a
4 complaint of discrimination, harassment, or retaliation within five (5) business days after the
5 receipt of the complaint; (2) Great Columbia Berry Farms will take immediate steps to protect
6 the complainant from ongoing discrimination, harassment, or retaliation during the pendency of
7 the investigation; (3) all investigations shall be undertaken by a person who has received training
8 on conducting investigations of discrimination and sexual harassment; (4) interviews of the
9 complainant, witnesses, and alleged harasser shall take place in private and individually; (5)
10 Great Columbia Berry Farms will provide interpretation as necessary for all interviews by a
11 neutral and qualified interpreter; (6) the identity of the complainant, witnesses, and facts of the
12 harassment will be kept confidential to the extent possible; (7) the alleged harasser will be
13 instructed that he or she must refrain from any action that might dissuade a potential witness
14 from cooperating with any investigation; (8) the complainant and witnesses will not suffer
15 retaliatory actions by Great Columbia Berry Farms, including but not limited to termination or
16 reduction in pay or hours; and (9) Great Columbia Berry Farms will take appropriate and timely
17 disciplinary action against any employee found to have engaged in discrimination, harassment,
18 or retaliation.

19 VI. TRAINING

20 14. During the duration of this Consent Decree, Great Columbia Berry Farms shall
21 revise its annual trainings to all its principals and supervisors regarding their obligations under
22 Title VII and the WLAD. The first training shall take place within ninety (90) days of the Court's
23 entry of this Consent Decree.

24 15. The trainings shall be conducted by an independent, qualified third party,
25 approved in advance by the Office of the Attorney General. The purpose of the training will be
26 to educate principals and supervisors on the definition of discrimination, including sexual

1 harassment and retaliation, examples of conduct which constitute such discrimination,
2 appropriate responses to complaints of discrimination, and the rights and responsibilities of
3 principals, supervisors, and employees when a complaint of discrimination is made. Great
4 Columbia Berry Farms shall bear any expenses associated with these trainings.

5 16. Great Columbia Berry Farms shall obtain certificates confirming the attendance
6 of each principal and supervisor who receives annual training pursuant to this Consent Decree,
7 including the date, name of the course, length of the course, name of the instructor, and the name
8 of the individual who completed the course. Copies of these certificates shall be submitted to the
9 Office of the Attorney General within fourteen (14) days of the completion of each course.

10 17. During the duration of this Consent Decree, Great Columbia Berry Farms shall
11 provide training to all employees about the prohibition of workplace harassment (including
12 sexual harassment), the terms of the Nondiscrimination Policy, and the process for reporting
13 discrimination, harassment, or retaliation at work. The employee training required by this
14 paragraph shall occur at the beginning of each season during which Great Columbia Berry Farms
15 hires new seasonal employees, and annually for non-seasonal employees. An outline of the
16 training required by this paragraph shall be approved in advance by the Office of the Attorney
17 General.

18 VII. REPORTING AND RECORDKEEPING

19 18. Great Columbia Berry Farms shall furnish to the Office of the Attorney General
20 the following written reports semi-annually during the period in which this Consent Decree is
21 effective. The first semi-annual report shall be due six (6) months after the date of entry of this
22 Consent Decree. Subsequent semi-annual reports shall be due six (6) months thereafter.

23 19. Each semi-annual report shall identify and describe any written or oral complaint
24 made against Great Columbia Berry Farms or its agents in the previous six (6) month period,
25 involving allegations of discrimination, harassment, or retaliation prohibited by Title VII or the
26 WLAD. The semi-annual reports shall include for each complaint submitted: (a) the name,

1 address, and telephone number of the complainant, (b) the date of the complaint or report, (c)
2 the job title of the complainant, (d) a written description of what was alleged in the complaint or
3 report of discrimination; (e) a written description of the resolution or outcome of the complaint
4 or report of discrimination, including a description of what actions, if any, Great Columbia Berry
5 Farms took; (f) the current employment status of the employee making the complaint; and (g) a
6 copy of the complaint or report of discrimination.

7 VIII. PAYMENT

8 20. Within thirty (30) days of entering into this Consent Decree, Great Columbia
9 Berry Farms shall transfer \$350,000 in settlement funds to the Office of the Attorney General.
10 These settlement funds shall be used for compensatory damages for persons aggrieved by Great
11 Columbia Berry Farms's alleged violations of the Washington Law Against Discrimination and
12 Title VII, for recovery of fees and costs incurred by counsel for the State and the Northwest
13 Justice Project, who participated in negotiations pertaining to this Consent Decree and who
14 represents an aggrieved individual, in investigating and prosecuting this action, future
15 monitoring and enforcement of this Consent Decree, or for any lawful purpose in the discharge
16 of the Attorney General's duties at the sole discretion of the Attorney General. For those
17 aggrieved persons who receive settlement funds, such funds shall constitute a global monetary
18 resolution of this matter and will have a preclusive effect on any Title VII and/or WLAD claims
19 arising from the allegations asserted in Section I of this Consent Decree.

20 21. The payments shall be made by a valid check, made payable to the "Attorney
21 General—State of Washington," and shall be delivered to the Office of the Attorney General,
22 Attention: Yesica Hernandez, Wing Luke Civil Rights Division, 800 Fifth Avenue, Suite 2000,
23 Seattle, Washington 98104-3188.

24 22. The Office of the Attorney General shall use the settlement funds to effect a
25 global monetary resolution of this action, including the claims of an aggrieved party represented
26 by the Northwest Justice Project.

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IX. DURATION AND MODIFICATION

23. This Consent Decree shall be in effect for a period of four (4) years from the date of its entry. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce its terms, after which time the case shall be dismissed with prejudice.

24. Any time limits for performance imposed by this Consent Decree may be extended by mutual written agreement of the parties. The other provisions of this Consent Decree may be modified by written agreement of the parties or by motion to the Court. If the modification is by written agreement of the parties, such modification will be effective upon filing of the written agreement with the Court and shall remain in effect for the duration of the Consent Decree or until such time as the Court indicates through written order that it has not approved the modification.

25. The State may move the Court to extend the duration of the Consent Decree in the event of noncompliance or if it believes the interests of justice so require.

X. COMPLIANCE AND ENFORCEMENT

26. In order to assure compliance with the terms of this Consent Decree, the State shall be permitted to interview Great Columbia Berry Farms and its agents, to propound written discovery on Great Columbia Berry Farms, and to enforce this Consent Decree through any other lawful means.

XI. ADDITIONAL PROVISIONS

27. This Consent Decree shall be binding upon and inure to the benefit of Great Columbia Berry Farms's successors and assigns. Great Columbia Berry Farms and its successors and assigns shall notify the Office of the Attorney General at least sixty (60) days prior to any change in control that would change the identity of the corporate entity or individual(s) responsible for compliance obligations arising under this Consent Decree, including but not limited to dissolution, assignment, sale, merger, or other action that would result in the emergence of a successor corporation or other business entity; the creation or dissolution of a

1 subsidiary, parent, or affiliate that engages in any acts or practices subject to this order.

2 28. Nothing in this Consent Decree shall be construed to limit or bar any other person
3 or entity not a party to this litigation from pursuing available legal remedies against Great
4 Columbia Berry Farms.

5 29. The parties agree that, as of the date of the entry of this Consent Decree, litigation
6 is not reasonably foreseeable concerning the matters above. To the extent that either party
7 previously implemented a litigation hold to preserve documents, electronically stored
8 information, or things related to the matters described above, the party is no longer required to
9 maintain such a litigation hold. Nothing in this paragraph relieves either party of any other
10 obligation imposed by this Consent Decree.

11 30. All communications related to this Consent Decree shall be directed to: Wing
12 Luke Civil Rights Division Chief, Office of the Washington State Attorney General, 800 Fifth
13 Avenue, Suite 2000, Seattle, WA 98014.

14 DATED this 22 day of Feb, 2021.

15
16 
17 Superior Court Judge / Commissioner


18 Presented by:

19 ROBERT W. FERGUSON
20 Attorney General



21 YESICA HERNANDEZ, WSBA #48399
22 Assistant Attorney General
23 Wing Luke Civil Rights Division
24 Washington State Attorney General's Office
25 800 Fifth Avenue, Suite 2000
26 Seattle, WA 98104
(206) 464-7744
Yesica.Hernandez@atg.wa.gov
Attorney for Plaintiff State of Washington

Agreed to and approved for entry by:


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Attorneys for Defendant Great Columbia
Berry Farms, LLC

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APPENDIX A

EMPLOYEE ACKNOWLEDGMENT

I acknowledge that on _____ (date), I was provided copies of the Consent Decree and Nondiscrimination Policy entered by the Court in *State of Washington v. Great Columbia Berry Farms, LLC*, Case No. _____ (Walla Walla County Superior Court). I have read and understand these documents and have had my questions about these documents answered. I understand my legal responsibilities and will comply with them.

Signature and Date

Print Name

Job Title

Home Address

Home Address Continued

Home Telephone Number