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Equal Employment Opportunity Commission v. Starbucks Corporation

Judge Marsha J. Pechmann

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Equal Employment Opportunity Commission v. Starbucks Corporation

Keywords

Equal Employment Opportunity Commission, E.E.O.C., EEOC, Starbucks, Starbucks Corporation, Consent Decree, Service, termination, Failure to Accommodate, Disparate Treatment, Disability, Mental, Bipolar Disorder, ADA, ADA AAA, Americans with Disabilities Act

The Honorable Marsha J. Pechman

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ATTORNEYS FOR PLAINTIFF EEOC

IN THE UNITED STATES DISTRICT COURT,
WESTERN DISTRICT OF WASHINGTON AT SEATTLE

<p>EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,</p> <p>Plaintiff,</p> <p>vs.</p> <p>STARBUCKS CORPORATION,</p> <p>Defendant.</p>	<p>Civil No. 2:06-CV-01323 MJP</p> <p>CONSENT DECREE</p>
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I. INTRODUCTION

1. This action originated when Christine Drake filed a charge of discrimination with the

1 Equal Employment Opportunity Commission ("EEOC" or "Commission"). Ms. Drake
2 alleged that Starbucks Corporation ("Starbucks" "the Company" or "Defendant")
3 discriminated against her, in violation of Title I of the Americans with Disabilities Act of
4 1990 and Title I of the Civil Rights Act of 1991 ("ADA") based on her disabilities.

- 5 2. The Commission filed its complaint on September 14, 2006, in the United States District
6 Court for Western District of Washington at Seattle. The complaint alleges that
7 Defendant discriminated against Ms. Drake when it failed to engage in the interactive
8 process, failed to continue a previously granted accommodation, and ultimately
9 terminated Ms. Drake, because of her disabilities.
- 10 3. Starbucks filed an answer denying the allegations of discrimination in the EEOC's
11 complaint, asserting that it had at all times accommodated Ms. Drake in the workplace,
12 that it had legitimate non-discriminatory reasons for terminating Ms. Drake's
13 employment, and asserted several affirmative defenses.
- 14 4. By entering into this Consent Decree, the EEOC and Starbucks desire to conclude fully
15 and finally this litigation, and to further the objectives of equal employment as set forth in
16 the ADA, rather than to devote further resources toward pursuing this litigation.
- 17 5. If EEOC concludes that Starbucks has failed to comply with this Consent Decree, the
18 Commission may bring an action in the United States District Court for the Western
19 District of Washington to enforce the Consent Decree as provided in Paragraph 17 below.

22 II. JURISDICTION AND VENUE

- 23 6. Jurisdiction of this Court is invoked pursuant to 28 U.S.C. §§ 451, 1331, 1337, 1343 and
24 1345. This action is authorized and instituted pursuant to Section 107(a) of the Americans
25

1 with Disabilities Act of 1990 ("ADA"), 42 U.S.C. § 12117(a), which incorporates by
2 reference Section 706(f)(1) and (3) of Title VII of the Civil Rights Act of 1964, 42 U.S.C.
3 § 2000e-5(f)(1) and (3) ("Title VII"), and pursuant to Section 102 of the Civil Rights Act
4 of 1991, 42 U.S.C. § 1981a. The employment practices claimed to be unlawful were
5 allegedly committed within the jurisdiction of the United States District Court for the
6 Western District of Washington at Seattle.

7 **III. NON-ADMISSION OF LIABILITY**

8
9 7. This Consent Decree is not an adjudication or finding on the merits of this case, and shall
10 not be construed as an admission by Starbucks that it has violated the ADA or any other
11 federal or state laws. Indeed, Starbucks expressly denies that it engaged in any unlawful
12 employment practices, that it discriminated against Ms. Drake on the basis of her alleged
13 disability, that Starbucks failed to reasonably accommodate Ms. Drake's alleged
14 disability, or that Starbucks terminated Ms. Drake's employment because of her alleged
15 disability. Rather, Starbucks enters this Consent Decree to avoid further litigation of this
16 dispute and, instead, to devote its attention and energies toward the common goal of
17 equal employment opportunity.
18

19 **IV. PURPOSE OF THE AGREEMENT**

20 8. The parties have entered into this Consent Decree in order to avoid time, expense, and
21 uncertainty of further litigation and to resolve all claims that were asserted, or that could
22 have been asserted by EEOC against Starbucks arising from the charge filed by Ms.
23 Drake.
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V. MONETARY RELIEF AND RELEASE

9. Starbucks will pay to Ms. Drake \$15,000 in wages, less all legally required withholdings, and \$60,000 in non-pecuniary damages, thereby resolving all claims for damages, fees, and costs sought through the EEOC's complaint, within thirty (30) business days after entry by the Court of this Consent Decree. Payment shall be mailed directly to Ms. Drake at an address to be provided to Starbucks by the EEOC. In addition, Starbucks will make a contribution to the Disability Rights Legal Center in the amount of \$10,000 within ten (10) days after entry by the Court of this Consent Decree. A letter accompanying the contribution will make note of Christine Drake's EEOC charge. This Consent Decree is the final and complete resolution of all allegations of unlawful employment practices contained in Christine Drake's discrimination charges, in the EEOC administrative determination, and in the complaint filed herein, including all claims by the parties for attorney fees and costs.

VI. NON-MONETARY RELIEF

Policy Against Discrimination

10. Starbucks shall continue to implement its anti-discrimination policies, procedures, and training for employees, supervisors, and management personnel, and will continue to provide equal employment opportunities for all employees. Starbucks will continue to work with its managers and supervisors in order to prevent discrimination in employment under the ADA, and to ensure that its managers and supervisors understand its equal employment opportunity policies, and how those policies define and identify what constitutes discrimination. A written copy of Starbucks EEO policy will be posted at all

1 retail stores in District No. 127 within seven (7) days of entry of this Consent Decree and
2 will continue to be distributed to all future employees at the time of hire.

3 Training

- 4 11. Starbucks will provide to all of its store managers and assistant store managers within
5 District No. 127, a minimum of two (2) hours of ADA training within six months from
6 the entry of this Consent Decree. The cost of the training shall be borne by the company.
7 The training will focus on the benefits of working with individuals with disabilities,
8 conducting individualized assessments of employees with disabilities, and handling
9 requests for reasonable accommodation. A copy of all written materials used at the
10 training shall be provided to Mathias Eichler.
11
12 12. Starbucks will retain a record of the training program, including the date held and a list of
13 persons in attendance. A copy of these records of training materials shall be submitted to
14 the EEOC in accordance with paragraph 13 below.
15

16 Reporting

- 17 13. Six months following the entry of this decree Starbucks will report the following
18 information to the EEOC Seattle Field Office:
19
20 • Certification that Starbucks EEO policy has been posted in its retail stores in
21 District No. 127;
22 • Certification that Starbucks EEO policy has been and is being distributed to all
23 newly-hired employees; and
24
25

- 1 • Certification of the completion of the training session required by Paragraph 11 of
2 this Consent Decree, including the date of the training session, a copy of the
3 training materials, and a list of participants.
- 4 • A report disclosing a summary of the name, date, and nature of any internal
5 complaints arising within District No. 127 concerning disability discrimination or
6 disability accommodation and the response thereto. This report may be prepared
7 in letter form and shall be filed twice: once at the end of six months and again at
8 the conclusion of this one-year Consent Decree. Other than the filing of this
9 information report, as otherwise described in this Consent Decree, or as may be
10 otherwise required by law, Starbucks shall be under no other, additional reporting
11 obligations with respect to such complaints.
12

13 Posting of Notice

- 14 14. Within sixty (60) days after entry of this Consent Decree, Starbucks will post in each of
15 its stores within District No. 127, a copy of the Notice of Settlement (Attachment 1)
16 where the Starbucks posts information on employment policies and other pertinent
17 employee information, and will maintain this posting for one year.
- 18 15. Within fourteen (14) days of the Court's entry of this Consent Decree, Starbucks will
19 purge from all files related to Ms. Drake's employment, any references to her complaints
20 of discrimination, as well as all reviews/notes written by Mathias Eichler.
- 21 16. Starbucks will provide a neutral oral reference and/or written reference, to any party
22 requesting information regarding Ms. Drake, so long as requests for such a reference are
23 directed to "The Work Number" at (800) 996-7566.
24
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VII. ENFORCEMENT

17. If the EEOC concludes that Starbucks has breached this agreement, it may bring an action in the United States District Court of the Western District of Washington to enforce this Consent Decree. Before bringing an action for breach of the decree, the EEOC shall first give Starbucks thirty (30) days notice of the perceived breach. The EEOC and Starbucks shall use that 30-day period for good faith efforts to resolve the matter.

IX. RETENTION OF JURISDICTION

18. The United States District Court of the Western District of Washington shall retain jurisdiction over this matter for the duration of the Consent Decree.

X. DURATION AND TERMINATION

19. This decree shall be in effect for one (1) year, commencing with the date the decree is entered by the Court. If the EEOC petitions the Court for breach of the agreement, and the Court finds Starbucks to be in violation of the terms of the Consent Decree, the Court may extend this Consent Decree for a reasonable period of time.

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XI. CONCLUSION

20. The provisions of this Consent Decree are not binding on the parties until an authorized representative of each party signs and the Court enters the Consent Decree. The forgoing terms and conditions are agreed upon and stipulated on this 11th day of June, 2007.

WILLIAM R. TAMAYO.
Regional Attorney

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General Counsel

JOHN F. STANLEY
Supervisory Trial Attorney

JAMES L. LEE
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BY: /s/ John F. Stanley

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Attorney for Defendant
Starbucks Corporation

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UNITED STATES DISTRICT COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

v.

STARBUCKS CORPORATION,

Defendant.

No. C06-01323MJP

ORDER APPROVING CONSENT
DECREE AND DISMISSING CASE

This matter comes before the Court upon the parties' stipulated Consent Decree. (Dk No. 23).
Upon review of the record (Dk. Nos. 10-17, 23) and the documents submitted by the parties, the
Court APPROVES the Consent Decree in full settlement of this action. The case is therefore
DISMISSED with prejudice and without costs or attorney's fees to either party. The Court shall
retain jurisdiction of this matter for purposes of enforcing the Consent Decree for one year from the
date of its entry.

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The Clerk is directed to send copies of this order to all counsel of record.

Dated: June 12, 2007.

/s/ Marsha J. Pechman
Marsha J. Pechman
United States District Judge



NOTICE TO EMPLOYEES

This notice has been posted pursuant to an Order of the Court, entered on _____, approving the Consent Decree entered in resolution of a lawsuit brought by the U.S. Equal Employment Opportunity Commission (EEOC) against Starbucks Corporation d/b/a Starbucks Coffee Company, in the United States District Court for the Western District of Washington, Case No. 2:06-CV-01323-MJP. The Consent Decree is not an adjudication or finding on the merits of the case; indeed, Starbucks has denied the allegations of the claim. Nonetheless, the Consent Decree resolves EEOC's claims of disability discrimination brought against the company.

Federal law and Starbucks EEO policies prohibit discrimination against any individual because of his or her disability. Federal law and Starbucks EEO policies also prohibit retaliation against any individual by an employer because the individual complains of discrimination, cooperates with any Investigation of a charge of discrimination, participates as a witness or potential witness in any investigation or legal proceeding, or otherwise exercises his or her rights under the law.

Any employee who is found to have retaliated against any other employee because such employee participated in this lawsuit will be subject to substantial discipline up to and including immediate discharge.

Should you have any complaints of discrimination, you should contact Partner Resources Manager Sarah Maynard at 206-903-8224 (Ex. 2518), or the Starbucks Standards of Business Helpline at (800) 611-7792.

Employees also have the right to bring complaints of discrimination or harassment to the U.S. Equal Employment Opportunity Commission, Seattle District Office at:

909 1st Avenue, Suite 400
Seattle, WA 98104-1061
(206) 220-6883 or 1 (800) 669-4000

THIS NOTICE SHALL REMAIN PROMINENTLY POSTED AT STARBUCKS COFFEE COMPANY UNTIL JUNE 1, 2008. THIS OFFICIAL NOTICE SHALL NOT BE ALTERED, DEFACED, COVERED OR OBSTRUCTED BY ANY OTHER MATERIAL.

EXHIBIT A