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EEOC v. Unit Drilling Company

Judge Terence C. Kern

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EEOC v. Unit Drilling Company

Keywords

EEOC, Unit Drilling Company, EEOC v. Unit Drilling Company, Female, Sex, Commodities, Disparate Treatment, Hiring, Northern District of California, 4:13-cv-00147-TCK-PJC

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OKLAHOMA**

(1) EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,)

Plaintiff,)

(2) PATSY CRAIG,)

Intervenor Plaintiff,)

v.)

Case No. 13-CV-00147-TCK-PJC

(1) UNIT DRILLING COMPANY,)

Defendant.)

CONSENT DECREE

This Consent Decree resolves the above-captioned civil action brought by Plaintiff, Equal Employment Opportunity Commission (“EEOC”), against Defendant, Unit Drilling Company (“Unit”), under Title VII of the Civil Rights Act of 1964 and Title I of the Civil Rights Act of 1991. The Parties to this decree are the EEOC, Plaintiff-Intervenor Patsy Craig, and Unit (collectively “the Parties”). The Decree is final and binding upon the Parties and their successors and assigns.

The Parties agree it is in their best interest, and the EEOC believes it is in the public interest, to resolve this lawsuit on mutually agreeable terms without further litigation. The Parties agree this Consent Decree shall be a final and binding settlement of all claims alleged in the above-captioned lawsuit, and constitutes complete resolution

of all the EEOC's and Plaintiff-Intervenor's claims that arise from Charge of Discrimination Number 35C-2009-00221, filed by Patsy Anne Craig. Further, the Parties agree there has been no adjudication as to the merits of any of the claims raised in the above-captioned lawsuit and Charge of Discrimination Number 35C-2009-00221.

Unit denies all of the alleged discrimination, and has entered into the terms of this Consent Decree to avoid further litigation expense, not as an admission of guilt or liability.

It is, therefore, the finding of the Court that (1) the Court has jurisdiction over the parties and subject of this action and (2) this Consent Decree resolves all claims in the above-captioned lawsuit and Charge of Discrimination Number 35C-2009-00221 filed by Patsy Craig. It is hereby ORDERED, ADJUDGED, and DECREED:

TERM AND SCOPE

1. Term: The duration of this Consent Decree shall be thirty (30) months from the date of signing by the Court.
2. Scope: The scope of this Consent Decree shall apply to Unit's drilling operations—including its headquarters, regional offices, hiring offices, and rigs—throughout the United States of America.

NON-DISCRIMINATION AND NON-RETALIATION

3. Unit, its officers, agents, employees, successors, assigns, and all persons acting in concert with Unit shall not discriminate on the basis of sex, as defined by Title VII of the Civil Rights Act of 1964, as amended.
4. Unit, its officers, agents, employees, successors, assigns, and all persons acting in concert with Unit shall not engage in any form of retaliation against

any person because such person has opposed any practice made unlawful under Title VII of the Civil Rights Act of 1964, as amended. Unit shall not retaliate against any person because such person brought an internal complaint of discrimination with Unit, filed or caused to be filed a Charge of Discrimination with the EEOC or any other agency charged with the investigation of employment discrimination complaints, or because such person testified or participated in any manner in any investigation, proceeding, or hearing under Title VII or asserted any rights under this Consent Decree. Unit shall not retaliate in any manner against individuals identified as witnesses in this action or the investigation which gave rise to this action. Nor shall Unit retaliate in any manner against individuals identified as witnesses or potential witnesses in any future investigation or action under Title VII.

MONETARY RELIEF

5. Judgment is hereby entered in favor of the EEOC and against Unit in the total amount of four hundred thousand dollars (\$400,000).
6. Unit will not condition the receipt of individual relief upon the agreement of Patsy Anne Craig, Samantha Jacobson, Kim Wilson, Hali Yonkey, or Sydnea Hanes to: (a) maintain as confidential the terms of this Decree or the facts of the case; (b) waive her statutory right to file a charge with any federal or state anti-discrimination agency; or (c) promise not to apply for a position at any of Unit's facilities.

7. Within ten (10) days of the entry of this Consent Decree, Unit shall pay the make the following payments:

<u>Patsy Craig:</u>	\$ 33,333.35 – back pay
	\$100,000.05 – compensatory damages
Dorius and Reyes:	<u>\$ 66,666.60</u> (Counsel for Craig)
Total	\$200,000.00

<u>Samantha Jacobson:</u>	\$22,500 – back pay
	<u>\$67,500</u> – compensatory damages
Total	\$90,000

<u>Kim Wilson:</u>	\$15,000 – back pay
	<u>\$45,000</u> – compensatory damages
Total	\$60,000

<u>Hali Yonkey:</u>	\$ 7,500 – back pay
	<u>\$22,500</u> – compensatory damages
Total	\$30,000

<u>Sydnea Hanses:</u>	\$ 5,000 – back pay
	<u>\$15,000</u> – compensatory damages
Total	\$20,000

Payments to each woman shall be paid in two checks: 25% paid as back pay, subject to tax withholding and reported on a W-2 form, and 75% paid as compensatory damages, without any tax withholding and reported on a 1099 form. Payment to the law firm will be reported on a 1099 form issued to the law firm.

8. Unit will be responsible for paying the employer's share of FUTA and FICA taxes on all portions of the settlement designated as back pay. Unit will withhold from all portions of the settlement designated as back pay the "employee's" share of FUTA and FICA as though the payees were employees of Unit. Unit shall make no deductions from the amount set forth as

compensatory damages. Unit shall issue United States Internal Revenue Service forms W-2 and 1099 for the payments by the date required by law. The parties acknowledge and agree that Unit has made no representations regarding the tax consequences of the portions of the settlement amount designated as compensatory damages. The parties agree that the claimants will pay any and all state or federal taxes which may be due by virtue of the payments reflected in this Decree, with the exception of the employer's share of FUTA and FICA of the portion of the settlement payments allocated as back pay as described above.

9. The payments required under this Decree shall be mailed to the payee(s) within ten (10) days after the Court's entry of this Decree, and mailed to the address provided by the EEOC.
10. Within three (3) business days after payments are mailed to payees, Unit shall submit to EEOC a copy of the checks issued.

EQUITABLE RELIEF

11. **Hiring Policy Review:** Within sixty (60) days of the entry of this Consent Decree, Unit shall, in consultation with an outside consultant experienced in the area of employment discrimination law ("Consultant"), review Unit's hiring policies and procedures to incorporate measures designed to guard against discriminatory hiring decisions. The policies and procedures will be revised as necessary to emphasize that (a) female applicants for rig positions must be afforded the same consideration as afforded male applicants, and (b) individuals responsible for interviewing and hiring for rig jobs cannot assume

that women are physically unable to do the jobs or that women cannot be considered out of concerns about lack of on-site housing for women. Unit's outside counsel in this litigation is authorized to perform this review.

12. **Training:** At least annually during the term of this Consent Decree, Unit will provide at least four (4) hours of mandatory live, interactive training for its hiring managers (including Rig Managers) and human resources officials. The purpose of this provision is to provide the referenced training only to those employees who actually interview applicants and/or make hiring recommendations. The training shall be provided by outside vendors, and will focus on compliance with Title VII's prohibition against gender-based discrimination. All training under this section shall be at Unit's expense.
 - a. The training shall, at a minimum, cover the following areas: (i) Unit's hiring procedures and measures incorporated in the procedures to guard against discriminatory hiring decisions; (ii) Unit's policy and procedures for responding to reports of alleged sex discrimination; (iii) understanding conduct that may constitute unlawful sex discrimination; (iv) penalties for engaging in discriminatory behavior; and (v) Unit's EEO policies.
 - b. During the training, Unit shall emphasize to its hiring managers (including Rig Managers) and human resources officials that due to their position of power, such employees (i) must be particularly vigilant not to discriminate; (ii) must be sensitive of how their actions or words might be perceived by applicants and subordinate employees; and (iii) must avoid the temptation

to retaliate against an applicant or employee because a complaint is made, or might be made, against them.

13. **Notice Posting:** Within ten (10) business days after entry of this Consent Decree, Unit will post in all places where notices to employees customarily are posted, the Notice attached as Exhibit A and made a part hereof. Said Notices shall be posted and maintained for the term of the Consent Decree and shall be signed by a responsible management official with the date of actual posting shown thereon. Should the Notices become defaced, marred, or otherwise made unreadable, Unit will ensure that new, readable copies of the Notices are promptly posted in the same manner as heretofore specified. Within thirty (30) days of entry of this Decree, Unit shall forward to the EEOC's attorney of record a copy of the signed Notice attached hereto and written certification that the Notice referenced herein has been posted and a statement of the locations and dates of posting.
14. **Modification of Website:** Within ten (10) days after entry of this Decree, Unit will modify the Careers page on its website to include language indicating that (a) positions on drilling rigs are open to both men and women; and (b) female candidates for rig positions will be afforded the same consideration afforded to male candidates.

RECORDKEEPING AND REPORTING

15. **Recordkeeping:** For the duration of this Decree, Unit will maintain copies of all written job postings, applications, interview notes, hiring recommendations, and all records created as part of the application and hiring process.

16. **Initial Report:** Within one-hundred eighty (180) days after entry of this Decree, Unit shall report on the following:
 - a. **Hiring Policy Review:** A summary of the hiring policy review process (Paragraph 11), including a brief description of the process utilized, the modifications to policies and/or procedures, and the plan for implementation and training on the revised policies and procedures.
 - b. **Notice Posting:** A copy of the signed Notice (Paragraph 13), and written certification that the Notice referenced herein has been posted and a statement of the locations and dates of posting.
 - c. **Modification of Website:** Confirmation that the website has been modified as required under Paragraph 14.

17. **Semi-Annual Reporting:** On a semi-annual basis, beginning six (6) months after entry of this Decree, Unit shall report the following information to the EEOC's designee:
 - a. **Applications and Hiring:**
 - i. a summary of all rig positions filled during the reporting period, including the following information about each position filled: (1) position and location by rig number and state; (2) the name of the applicant hired and the person's date of hire; and (3) the name and position/title of all individuals involved in the hiring decision-making process;
 - ii. copies of all applications received during the reporting period.

- b. **Training:** For each training session required under Paragraph 12 and conducted during the reporting period, Unit shall provide the following information: (i) identification of the vendor who provided the training; (ii) any materials provided to the attendees; and (iii) a registry of attendance.
- c. **Notice Posting:** Unit shall certify that the Notice required under Paragraph 13 has remained posted during the reporting period.

RETENTION OF JURISDICTION AND COMPLIANCE

- 18. The Court shall retain jurisdiction to enforce this Consent Decree. The parties shall engage in a good-faith effort to resolve any dispute as to compliance prior to seeking review by the Court.
- 19. There is no private right of action to enforce Unit's obligations under the Decree, and only the EEOC or its successors or assigns may enforce compliance herewith.
- 20. If the EEOC has reason to believe that Unit has not complied with any term or provision of this Decree, it shall provide written notice to Unit's designee (see Paragraph 26) of the alleged non-compliance prior to taking any action thereon (the "Notice of Alleged Violation"). The Notice of Alleged Violation shall include the Paragraph(s) of this Decree alleged to be violated and a statement of the specific facts and circumstances relied upon as the basis of the EEOC's claim of non-compliance. Unit shall have thirty (30) calendar days from receipt of the Notice of Alleged Violation to respond to the EEOC regarding the alleged violation, during which time the EEOC shall not

undertake any enforcement action. The thirty (30) day period may be extended by written agreement executed by the EEOC and Unit. If the EEOC and Unit are unable to resolve their dispute regarding the alleged violation, then the EEOC may seek enforcement of this Decree with respect to the alleged violation in the U.S. District Court for the Northern District of Oklahoma.

21. Subject to the requirements of Paragraph 20 above, the EEOC may petition this Court for compliance with this Decree at any time during which this Court maintains jurisdiction over this action. Should the Court determine that Unit has not complied with this Decree, appropriate relief, including extension of this Decree for such period as may be necessary to remedy its non-compliance, may be ordered.
22. Absent extension, this Decree shall expire by its own terms at the end of the thirtieth month from the date of entry without further action by the Parties.
23. Any modification of this Consent Decree must be mutually agreed between the parties in writing and approved by the Court.

MISCELLANEOUS PROVISIONS

24. **Attorneys' Fees and Costs:** Each party shall be responsible for and shall pay its own costs and attorneys' fees.
25. **EEOC Authority:** With respect to matters or charges outside the scope of this Decree, this Decree shall in no way limit the powers of the EEOC to seek to eliminate employment practices or acts made unlawful by any of the statutes over which the EEOC has enforcement authority, and do not arise

out of the claims asserted in this lawsuit.

- 26. **Notices:** Unless otherwise indicated, any notice, report, or communication required under the provisions of this Decree shall be sent by certified mail, postage prepaid, to the following designees:

FOR THE EEOC:

Regional Attorney,
 EEOC, Phoenix District Office
 3300 N. Central Avenue, Suite 690,
 Phoenix, Arizona 85012.

FOR UNIT DRILLING COMPANY

Unit Drilling Company
 Attn: General Counsel
 7130 South Lewis, Suite 1000
 Tulsa, Oklahoma 74136

BY CONSENT:

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

By:

Mary Jo O'Neill
 Mary Jo O'Neill
 Regional Attorney

Date:

4/16/15

Fatey Anne Craig
 Fatey Anne Craig
 Plaintiff-Intervenor

Date:

4/16/15

UNIT DRILLING COMPANY

By:

Mark Schell
 Mark Schell
 General Counsel

Date:

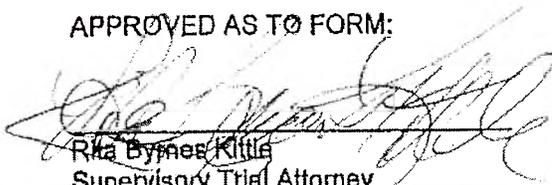
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SO ORDERED this 21st day of April, 2015.

Terence C Kern

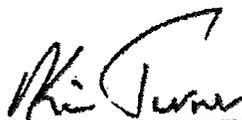
Terence C. Kern
 United States District Judge

APPROVED AS TO FORM:



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Brigham City, UT 84302

Attorney for Plaintiff-Intervenor

EXHIBIT A

NOTICE

The following notice is being posted pursuant to the terms of a Consent Decree reached between the Parties in EEOC v. Unit Drilling Company filed in the United States District Court for the Northern District of Oklahoma, Civil Action No. No. 4:13-CV-00147.

Management of Unit Drilling Company wishes to emphasize the company's fundamental policy of providing equal employment opportunity in all of its operation and in all areas of employment practices.

In particular, women who are interested in working in positions on drilling rigs, are encouraged to apply for these jobs and have Unit Drilling Company's assurance that female applicants for rig jobs will be given the same consideration given to male applicants.

You are advised that various state and federal laws make it illegal for an employer to make employment decisions based on a person's race, color, national origin, sex, pregnancy, religion, age (over 40), or disability. And it is also illegal for any employer to retaliate against an employee because he or she has complained about or reported what he or she believes to be discrimination.

Unit Drilling Company respects the right of its employees and applicants for employment to work in an environment free from discrimination, and reaffirms its commitment to making employment decisions based on experience, qualifications, and legitimate business reasons, without regard to race, color, national origin, sex, pregnancy, religion, age, or disability.

Any employee who believes that he/she has suffered discrimination on the basis of race, color, national origin, sex, pregnancy, religion, age (over 40) or disability, has the right to contact the EEOC directly at 1-800-669-4000. In compliance with federal law, no official at Unit Drilling Company will retaliate against an employee who makes an internal complaint of discrimination or who contacts the EEOC or its state counterpart.

This Notice shall remain posted for three years.

UNIT DRILLING COMPANY

By: _____

_____ Date