

**IN THE UNITED STATES DISTRICT COURT  
FOR THE WESTERN DISTRICT OF MISSOURI  
WESTERN DIVISION**

EQUAL EMPLOYMENT	)	
OPPORTUNITY COMMISSION,	)	
	)	
Plaintiff,	)	
	)	
v.	)	
	)	
DELAWARE MCDONALD'S	)	CIVIL ACTION NO. 4:15-cv-01004-FJG
CORP.	)	
	)	
and	)	
	)	
MCDONALD'S RESTAURANTS	)	
OF MISSOURI, INC.,	)	
	)	
Defendants.	)	

**CONSENT DECREE**

Plaintiff Equal Employment Opportunity Commission instituted this action against Defendants Delaware McDonald's Corp. and McDonald's Restaurants of Missouri, Inc. alleging violations of Title I of the Americans with Disabilities Act, as amended, to correct alleged unlawful employment practices on the basis of disability and to provide appropriate relief to Ricky Washington, who was adversely affected by such practices. Specifically, the Equal Employment Opportunity Commission alleged that Defendants failed to provide Washington, who is deaf, with a reasonable accommodation during the hiring process and refused to hire him because of his disability in violation of the ADA.

The EEOC and Defendants desire to resolve this action without the time and expense of continued litigation, and they desire to formulate a plan, embodied in this Decree, that will resolve the EEOC's claims and promote and effectuate the purposes of the ADA. This Decree does not constitute adjudication on the merits of the EEOC's claims and it shall not be construed as an admission by Defendants of any discrimination in violation of the ADA or any other law. Defendants have maintained

throughout the course of the investigation of the Charge and this litigation that they provide equal employment opportunities to all employees and applicants, and have now entered into this Consent Decree to avoid the disruption, costs, delay, and expense of litigation.

**THEREFORE**, it is the finding of this Court, made on the pleadings and on the record as a whole and upon agreement of the parties, that: (i) this Court has jurisdiction over the parties to and the subject matter of this action, (ii) the requirements of Title I of the Americans with Disabilities Act will be carried out by the implementation of this Decree, (iii) this Decree is intended to and does resolve all matters in controversy in this lawsuit among the parties, and (iv) the terms of this Decree constitute a fair and equitable settlement of all issues in this lawsuit.

**IT IS THEREFORE ORDERED, ADJUDGED, AND DECREED** as follows:

**I. GENERAL PROVISIONS**

1. This Consent Decree fully resolves all issues raised by the EEOC in this civil action. This Consent Decree further resolves all claims for injunctive relief sought by the EEOC.

2. This Consent Decree shall be binding upon the parties hereto, their successors (including any purchasers of the McDonald's restaurant located at 1819 E. North Avenue, Belton, Missouri ["the Belton Restaurant"] during the term of the Consent Decree), and assigns. Effective May 19, 2016, the Belton Restaurant was purchased by Takashi Yano (hereinafter, "Owner/Operator"). For purposes of this Consent Decree, the Parties agree that the Owner/Operator is not being treated as a joint employer with McDonald's Corporation or McDonald's Restaurants of Missouri, Inc. as to any restaurants operated by the Owner/Operator, including but not limited to, the Belton Restaurant. Because the purchase of the Belton Restaurant occurred during this litigation, Defendants and Owner/Operator entered into a contract whereby the

Owner/Operator agrees to be bound by the terms contained in this Decree. (Contract attached as Exhibit A). Defendant McDonald's Restaurants of Missouri, Inc. and/or Owner/Operator will inform the EEOC of the Owner/Operator's compliance with Paragraphs 8-10 and 15-16 of this Consent Decree, as reported to McDonald's Restaurants of Missouri, Inc. by the Owner/Operator as the purchaser of the Belton Restaurant. The Parties reserve the right to move to add the Owner/Operator as an indispensable party if any disputes arise as to compliance with the terms of the Consent Decree.

3. This Consent Decree covers the Defendants and the Belton Restaurant and its officers, agents, employees, immediate predecessors, successors (including any purchasers of the Belton Restaurant during the term of the Consent Decree), and assigns.

4. Defendants and Owner/Operator shall not discriminate against applicants or employees of the Belton Restaurant with respect to hiring, training, promotion, firing, compensation, or other terms, conditions, or privileges of employment on the basis of disability or the need for an accommodation. Defendants assert that they no longer exercise control, including but not limited to, with respect to hiring, training, promotion, firing, compensation, or other terms, conditions, or privileges of employment, over applicants or employees at the Belton Restaurant.

5. Nothing in this Consent Decree shall be construed to limit or reduce Defendants' and Owner/Operator's obligation to fully comply with the ADA or the regulations promulgated under the ADA.

6. By entering into this Consent Decree, the parties do not intend to resolve any charges of discrimination currently pending before the Commission other than the charge filed by Ricky Washington which gave rise to this litigation. This Consent Decree in no way affects EEOC's ability to process, in accordance with standard EEOC

procedures, charges filed by individuals or EEOC Commissioners against Defendants or Owner/Operator, including those pending as of the effective date of this Consent Decree and those filed in the future.

## **II. INJUNCTION**

7. Defendants and their officers, agents, employees, successors and assigns (including any purchasers of the Belton Restaurant during the term of this Consent Decree), are permanently enjoined from: (a) discriminating against any employee or applicant for employment at the Belton Restaurant with respect to hiring, promotion, firing, compensation, scheduling or other terms and conditions of employment on the basis of disability; (b) failing to engage in an interactive process to determine appropriate and reasonable accommodations for any employee and/or applicant who may need a reasonable accommodation at the Belton Restaurant to apply, be interviewed for, or perform the essential functions of his or her position; and (c) retaliating against any employee at the Belton Restaurant because he or she has (i) opposed discriminatory practices made unlawful by the ADA; (ii) filed a charge of discrimination or assisted or participated in the filing of a charge of discrimination based on disability; (iii) assisted or participated in an investigation or proceeding brought under the ADA; or (iv) benefitted or will benefit in any way as a result of this Consent Decree or any settlement under the ADA.

## **III. EQUITABLE RELIEF**

8. Within forty-five (45) days of entry of this Decree, Owner/Operator shall modify all applications, whether online or paper, for the Belton Restaurant to state "McDonald's is committed to employing people with disabilities. If you require a reasonable accommodation during the hiring process, please call 816-765-1887" and provide a local telephone number with voicemail where applicants may submit requests for reasonable accommodation in the hiring process. Owner/Operator shall monitor the

voicemail each business day and shall respond to Belton Restaurant applicants regarding their requests within two business days of receipt of the applicant's request. For existing paper applications, an attachment to the application containing the above language and information shall satisfy the requirements of this paragraph.

9. Within ninety (90) days of entry of this Decree and on an annual basis during the term of this Decree, the Owner/Operator Owner shall provide live, in-person training on the requirements of the ADA to all employees with responsibility for hiring, job training, and/or providing reasonable accommodations at the Belton Restaurant. The training will include, but is not limited to, information about the Restaurant's responsibility to comply with the ADA, to provide reasonable accommodation to employees and applicants with disabilities, and to engage in an interactive process to determine the need for reasonable accommodation for applicants and employees. The training will also include specific information regarding reasonable accommodations, including ASL interpreter services, which can facilitate the application process for deaf persons and enable them to perform the essential functions of jobs at McDonald's. The Owner/Operator shall require each employee attending the training to sign a typed roster that lists each employee's name, job title, and work location.

10. Within fifteen (15) days of entry of this Decree, the General Manager of the Belton Restaurant shall sign the Notice attached as Exhibit B to this Decree, and the Owner/Operator shall post copies of the signed notice in an area at the Belton Restaurant that is accessible to all employees and job applicants.

#### **IV. MONETARY RELIEF**

11. Judgment is hereby entered in favor of the Commission and against Defendants in the amount of Fifty Six Thousand Five Hundred Dollars (\$56,500.00).

12. Within fifteen (15) days of the entry of this Decree, Defendants shall pay the gross sum of Fifteen Thousand Three Hundred Sixteen and 15/100 Dollars

(\$15,316.15) as lost wages to Ricky Washington. Payment shall be made in full, less deductions only for the employee's portion of FUTA, FICA, and applicable federal, state, and local tax withholdings. McDonald's Restaurants of Missouri, Inc. will issue to Mr. Washington an IRS Form W-2 for the back pay portion of the judgment. Defendants shall pay the employer's share of all payroll taxes, including but not limited to FUTA and FICA, on the lost wages portion of the payment for the tax year during which the payment is made, and those amounts shall not be withheld from the settlement amount. Defendants shall mail the check and a statement itemizing the deductions made from the back pay portion to Mr. Washington at an address provided by the Equal Employment Opportunity Commission.

13. Within fifteen (15) days of the entry of this Decree, Defendants shall pay to Ricky Washington Forty-One Thousand One Hundred Eighty-Three Dollars and 85/100 (\$41,183.85) for compensatory damages resulting from their failure to hire Ricky Washington. Defendants shall make no deductions from the compensatory damages portion of the payment and McDonald's Restaurants of Missouri, Inc. will issue an IRS Form 1099 for the compensatory damages portion of payment. Defendants shall mail the check to an address provided by the Equal Employment Opportunity Commission.

14. Defendants will not condition the receipt of individual relief on Mr. Washington's agreement to (a) maintain as confidential the facts and/or allegations underlying his charge and complaint and the terms of this Decree; (b) waive his statutory right to file a charge with any governmental agency; (c) refrain from reapplying for a job with Defendants; or (d) agree to a non-disparagement and/or confidentiality agreement.

## **V. REPORTING AND RECORD KEEPING**

15. Within five (5) business days after each training session required by Paragraph 9 has occurred, the Owner/Operator and/or McDonald's shall certify in

writing to the Regional Attorney of the Commission's St. Louis District Office, at 1222 Spruce Street, Room 8.100, St. Louis, MO 63103 that the required training has taken place, including the date, location, and duration of the training, copies of the signed attendance rosters, and copies of all electronic or paper materials used or distributed at the training.

16. Within one hundred eighty (180) days and every six (6) months thereafter, the Owner/Operator and/or McDonald's shall provide a written report to the Regional Attorney of the Commission's St. Louis District Office, at 1222 Spruce Street, Room 8.100, St. Louis, MO 63103, identifying all internal complaints of disability discrimination and all denials of requests for accommodation by applicants or employees at the Belton Restaurant. The reports shall include at a minimum the following information:

- a) name, last known residential address, and land line and/or cell telephone number of the person who made the complaint or whose accommodation request was denied;
- b) name and position title of the person about whom a complaint was made;
- c) date of the complaint or request for accommodation;
- d) allegations of the complaint or accommodation requested;
- e) name and position title of any person who participated in any investigation of, or decision-making regarding, the complaint or denial of accommodation;
- f) actions taken, if any, as a result of the investigation of the complaint or denial of accommodation; and
- g) copies of all documents pertaining to any decision-making process or investigation into the matter, including all interview notes, except documents protected by the attorney-client privilege, which shall be identified on a privilege log.

17. The Owner/Operator shall maintain and make available for inspection and copying by the EEOC at any time during the term of this Decree, upon fifteen (15) days written notice by the Regional Attorney of the Commission's St. Louis District Office, the following records related to the Belton Restaurant:

- a) all applications for employment made by individuals who requested an accommodation during the hiring process;
- b) all notes of interviews with such applicants, notes of other contact with such applicants, and notes of attempts to contact such applicants;
- c) documentation for each applicant including the name, social security number, address, telephone number, position applied for, date of application, interview date, date of job offer and position offered, whether a job offer was accepted or rejected, whether an applicant withdrew from the application process, whether an applicant failed to respond to an interview request, hire date, and reason for rejection for employment, whether there was a request for an accommodation, whether the need for an accommodation became known to the employer, the accommodation provided, and if the accommodation was denied, the reasons for the denial and a description of the interactive process and;
- d) copies of all documents pertaining to any decision-making process or investigation into the matter, including all interview notes, except documents protected by the attorney-client privilege, which shall be identified on a privilege log.

## **VI. DISPUTE RESOLUTION**

18. If any party to this Consent Decree believes that any other party or Owner/Operator has failed to comply with any provision of this Decree, the complaining party shall notify the other party within (thirty) 30 business days of the alleged non-



compliance and shall afford the alleged non-compliant party or Owner/Operator, if applicable, (thirty) 30 business days to address the non-compliance or to satisfy the complaining party that the alleged non-compliant party or Owner/Operator, if applicable, has complied. If the alleged non-compliant party or Owner/Operator, if applicable, has not addressed the alleged non-compliance to the satisfaction of the complaining party within 30 business days, the complaining party may apply for appropriate relief to the U.S. District Court for the Western District of Missouri. The parties agree that the EEOC's receipt of a new charge of discrimination against Defendants or Owner/Operator, by itself, shall not be deemed a failure by Defendants or Owner/Operator to comply with any provision of this Decree.

## **VII. TERM AND EFFECT OF DECREE**

19. This Consent Decree will become effective on the date it is signed and entered by the United States District Court for the Western District of Missouri and will remain in effect for a period of (three) 3 years. If any party petitions the Court for breach of the Consent Decree, and the Court finds a violation of the terms of the Consent Decree, the Court may extend the duration of the Consent Decree.

20. The United States District Court for the Western District of Missouri shall retain jurisdiction over this matter for the duration of the term of this Consent Decree for purposes of compliance.

21. The parties shall bear their own costs and attorneys' fees.

Date: October 17, 2016  
Kansas City, Missouri

**S/ FERNANDO J. GAITAN, JR.**  
Fernando J. Gaitan, Jr.  
United States District Judge

## **EXHIBIT A**

### **AGREEMENT**

This Agreement sets forth the complete agreement between McDonald's Corporation and McDonald's Restaurants of Missouri, Inc. (collectively, "McDonald's") and Takashi Yano ("Owner/Operator") with respect to legal obligations entered into by McDonald's in the lawsuit captioned *Equal Employment Opportunity Commission v. McDonald's Corp. and McDonald's Restaurants of Missouri (sic)*, Civil Action No. 4:15-CV-01004-FJG ("the Lawsuit").

1. On December 21, 2015, the Equal Employment Opportunity Commission ("EEOC") filed a lawsuit ("Lawsuit") against McDonald's in the United States District Court for the Western District of Missouri. In the Lawsuit, the EEOC alleged that McDonald's (i) failed to accommodate applicant Ricky Washington in the hiring process, and (ii) ultimately failed to hire Mr. Washington because of his hearing impairment. McDonald's denied the claims.

2. Owner/Operator purchased the restaurant at issue, located at 1819 E. North Avenue, Belton, MO ("the Belton Restaurant") on May 19, 2016, and is therefore the successor to the Belton Restaurant.

3. Owner/Operator seeks to avoid being named as an indispensable party in the Lawsuit by entering into this Agreement. McDonald's has been advised by the EEOC that the EEOC will not seek to add Owner/Operator as an indispensable party if Owner/Operator enters into this Agreement and complies with the terms of Paragraph 7.

4. The EEOC and McDonald's have agreed to enter into a Consent Decree to resolve the Lawsuit, which obligates McDonald's to pay monetary relief and requires the Belton Restaurant to refrain from specific activities and undertake specific activities for a period of three years after the entry of the Consent Decree ("Entry of the Consent Decree").

5. McDonald's is solely responsible for all monetary relief to be paid to Mr. Washington under the Consent Decree.

6. Since May 19, 2016, McDonald's has not exercised any control over any Owner/Operator employees working at the Belton Restaurant. McDonald's and Owner/Operator agree that they are not joint employers of any employees of the Belton Restaurant.

7. As the successor to the Belton Restaurant, Owner/Operator has agreed to abide by the following terms of the Consent Decree:

- a. In accordance with the law, Owner/Operator must not discriminate against any applicants or employees at the Belton Restaurant with respect to hiring, promotion, firing, compensation, scheduling, or

other terms and conditions of employment on the basis of disability; fail to engage in an interactive process to determine appropriate and reasonable accommodations for any employee who may need a reasonable accommodation at the Belton Restaurant to apply, be interviewed for, or perform the essential functions of his or her position; or retaliate against any employee at the Belton Restaurant because he or she has opposed discriminatory practices made unlawful by the ADA, filed a charge of discrimination or assisted or participated in the filing of a charge of discrimination based on disability, assisted or participated in an investigation or proceeding brought under the ADA, or has benefitted or will benefit in any way as a result the Consent Decree or any settlement under the ADA.

- b. Within 15 days of Entry of the Consent Decree, the General Manager of the Belton Restaurant shall sign the Notice attached as Attachment 1 to this document, and the Owner/Operator shall post copies of the signed notice in an area at the Belton Restaurant accessible to all employees and job applicants.
- c. Within 30 days of Entry of the Consent Decree, Owner/Operator shall modify all applications, whether online or paper, for the Belton Restaurant to state: *"McDonald's is committed to employing people with disabilities. If you require a reasonable accommodation during the hiring process, please call 816-765-1887"* and provide a local telephone number with voicemail where applicants may submit requests for reasonable accommodation in the hiring process. Owner/Operator shall monitor the voicemail each business day and shall respond to applicants of the Belton Restaurant regarding their requests within two business days of receipt of the applicant's request. For existing paper applications, an attachment to the application containing the above language and information shall meet the intent of this paragraph.
- d. Within 90 days of Entry of the Consent Decree and on an annual basis during the term of the Decree, Owner/Operator shall provide live, in-person training on the requirements of the ADA to all employees with responsibility for hiring, job training, and/or providing reasonable accommodations at the Belton Restaurant. The training will include, but is not limited to, information about the Restaurant's responsibility to comply with the ADA, to provide reasonable accommodation to employees and applicants with disabilities, and to engage in an interactive process to determine the need for reasonable accommodation for applicants and employees. The training will also include specific information regarding reasonable accommodations, including ASL interpreter services, which can facilitate the application process for deaf

persons and enable them to perform the essential functions of jobs at McDonald's. The Owner/Operator shall require each employee attending the training to sign a typed roster that lists each employee's name, job title, and work location

Within five business days after each training session described above, Owner/Operator and/or McDonald's shall certify in writing to the Regional Attorney of the EEOC's St. Louis District Office at 1222 Spruce Street, Room 8.100, St. Louis, MO 63103 that the required training has taken place, including the date, location, and duration of the training, copies of the signed attendance rosters, and copies of all electronic or paper materials used or distributed at the training.

e. Within 180 days of Entry of the Consent Decree and every six months thereafter for the term of the Consent Decree, Owner/Operator and/or McDonald's shall provide a written report to the Regional Attorney of the EEOC's St. Louis District Office, at 1222 Spruce Street, Room 8.100, St. Louis, MO 63103 identifying all internal complaints of disability discrimination and all denials of requests for accommodation by applicants or employees at the Belton Restaurant. The reports shall include at a minimum the following information:

- Name, last known residential address, and land line and/or cell telephone number of the person who made the complaint or whose accommodation request was denied;
- Name and position title of the person about whom a complaint was made;
- Date of the complaint or request for accommodation;
- Allegations of the complaint or accommodation requested;
- Name and position title of any person who participated in any investigation of or decision-making regarding the complaint or denial of accommodation;
- Actions taken, if any, as a result of the investigation of the complaint or denial of accommodation; and
- Copies of all documents pertaining to any decision-making process or investigation into the matter, including all interview notes, except documents protected by the attorney-client privilege, which shall be identified on a privilege log.

f. Owner/Operator shall maintain, and at any time during the term of the Consent Decree, upon 15 days written notice by the Regional Attorney of the EEOC's St. Louis District Office, make available for inspection and copying by the EEOC, the following records relating to the Belton Restaurant:

- All applications for employment made by individuals who requested an accommodation during the hiring process;
- All notes of interviews with such applicants, notes of other contact with such applicants, and notes of attempts to contact such applicants;
- Documentation for each applicant including the name, social security number, address, telephone number, position applied for, date of application, interview date; date of job offer and position offered; whether a job offer was accepted or rejected; whether the applicant withdrew from the application process; whether the applicant failed to respond to an interview request; hire date, and reason for rejection for employment, whether there was a request for an accommodation, whether the need for an accommodation became known to the employer, the accommodation provided, and if the accommodation was denied the reasons for the denial and a description of the interactive process; and
- Copies of all documents pertaining to any decision-making process or investigation into the matter, including all interview notes, except documents protected by the attorney-client privilege, which shall be identified on a privilege log.

8. As additional consideration for Owner/Operator's assumption of the responsibilities identified in Paragraph 7, McDonald's agrees to recommend an attorney (the "Recommended Attorney") to:

- a. Inform the EEOC of Owner/Operator's compliance with Paragraphs 7(b) and (c);
- b. Provide the live, in-person training identified in Paragraph 7(d) to Owner/Operator, and submit the certification and related documents required in Paragraph 7(d); and
- c. Draft and submit the written reports identified in Paragraph 7(e), based on information provided by the Owner/Operator.

9. McDonald's agrees to reimburse Owner/Operator for attorney fees incurred and paid to the Recommended Attorney in connection with 8(a), (b), and (c), up to a total of \$20,000 for the entire term of the Consent Decree.

10. Owner/Operator understands that it is solely responsible for complying with the obligations identified in Paragraph 7(a)-(f).

11. Owner/Operator understands that failure to abide by the terms set forth in Paragraph 7 may result in a finding by the United States District Court for the Western

District of Missouri that the terms of the Consent Decree have been violated. In the event such a finding is made by the Court or such a finding is requested by the EEOC, McDonald's reserves the right to move to add Owner/Operator as an indispensable party to the Lawsuit.

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Representative for McDonald's  
Corporation and McDonald's Restaurants  
of Missouri, Inc.

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Representative for Owner/Operator

## **EXHIBIT B**

### **NOTICE**

Federal law requires all employers, including McDonald's, to provide reasonable accommodation to a disability for all applicants for employment and employees.

If you need an accommodation of any kind as an applicant or employee, please contact:

YANO MANAGEMENT  
5907 HIGHGROVE ROAD  
GRANDVIEW, MO 64030  
816-765-1887

**If you are hearing impaired and need an accommodation in the hiring process or on the job, you have a right to request an accommodation.**

Federal law also says that a manager, supervisor, or employer cannot treat you differently on the basis of race, national origin, color, religion, sex, disability or age (forty and over).

McDonald's supports and will obey all Federal laws and will not take any action against employees because they have complained of discrimination or filed a charge with the EEOC.

McDonald's will not accept discrimination by or against any employee, or someone who had applied to be an employee.

McDonald's will not tolerate retaliation against any employee because an employee reports, protests or opposes any employment practice which is believed by such employee to be unlawful under Federal law.

**Applicants and employees may report instances of discrimination to the Equal Employment Opportunity Commission, 400 State Ave., Suite 905, Kansas City, KS 66101 (913-551-5655), Attn: Regional Attorney. For more information about discrimination and how to file a report with the EEOC go to [www.eeoc.gov](http://www.eeoc.gov).**

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[Signed by Takashi Yano]