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**IN THE SUPERIOR COURT OF THE STATE OF WASHINGTON
IN AND FOR THE COUNTY OF PIERCE**

STATE OF WASHINGTON,

Plaintiff,

v.

SUBURBAN PROPANE, L.P., and
ANGELA REMBE,

Defendants.

NO. 24-2-12210-4

CONSENT DECREE

I. INTRODUCTION

1.1 The State of Washington (State), by and through its attorneys, Nicholas W. Brown, Attorney General, and Cassandra Baker, Assistant Attorney General, filed this action against Defendants, Suburban Propane, L.P. (Suburban Propane), and its Manager of Human Resources (HR) Operations, Angela Rembe (together, Defendants) to enforce Washington’s Healthy Starts Act, RCW 43.10.005, and the Washington Law Against Discrimination (WLAD), RCW 49.60.030(1)(a), .180.

1.2 Defendant Suburban Propane is a for-profit foreign (Delaware) limited partnership headquartered in Whippany, New Jersey, with multiple locations in Washington State. Suburban Propane markets and distributes propane, heating oil, and refined fuels to residential, commercial, industrial, and agricultural customers.

1.3 Suburban Propane employs fifteen or more persons and is an “employer” within the

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1 meaning of the Healthy Starts Act, RCW 43.10.005(1)(a), and the WLAD, RCW 49.60.040(11).

2 **1.4** Defendant Angela Rembe is employed by Suburban Propane as a Manager of HR
3 Operations.

4 **1.5** Jasmin Harton is employed by Suburban Propane as a delivery driver. The State
5 alleges that on or about March 7, 2024, she notified her supervisor that she was pregnant. In early
6 May 2024, Ms. Harton's treating medical provider completed a pregnancy accommodation request
7 form, and Ms. Harton submitted it to Defendant Rembe. The State alleges in its Complaint that
8 Defendants failed to accommodate Ms. Harton. Defendants deny this allegation and allege that they
9 accommodated Ms. Harton. Ms. Harton began her disability leave on May 3, 2024. Ms. Harton
10 gave birth by C-section on October 1, 2024, three weeks before her due date of October 22, 2024,
11 and returned to work on or about February 4, 2025.

12 **1.6** The State alleges that Defendants engaged in unfair practices that violated the
13 Healthy Starts Act and WLAD. The State brought five claims against Defendant Suburban Propane,
14 alleging violations of RCW 43.10.005(1)(d), (2)(a), (2)(c), and (2)(d); and RCW 49.60.030(1)(a)
15 and RCW 49.60.180(3). The State brought one claim against Defendant Angela Rembe alleging a
16 violation of RCW 49.60.220. *See* Compl. ¶¶ 5.2-5.13.

17 **1.7** Defendants specifically deny all of the allegations of unfair practices in violation of
18 the Healthy Starts Act and the WLAD.

19 **1.8** The parties agree that this Court has, and shall retain, jurisdiction over the subject
20 matter of the claims alleged and the parties to this lawsuit for purposes of enforcing, interpreting,
21 and modifying the terms of the Consent Decree.

22 **1.9** The parties agree that the terms of this Consent Decree resolve this matter and agree
23 to the entry of this Consent Decree without the need for trial and adjudication of any issue of law
24 or fact.

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1 1.10 Defendants agree that they will not oppose entry of this Consent Decree on the
2 ground that it fails to comply with CR 65(d) and hereby waive any objection based thereon.

3 1.11 Defendants waive any right they may have to appeal from this Consent Decree.

4 **NOW, THEREFORE, it is hereby ORDERED, ADJUDGED, and DECREED:**

5 **II. COMPLIANCE PLAN AND TRAINING**

6 2.1 Within ninety (90) days of entry of this Consent Decree, Defendant Suburban
7 Propane shall prepare and implement: (1) a revised version of the section of its Reasonable
8 Accommodation Policy pertaining to pregnancy accommodations; (2) a separate set of written
9 procedures detailing obligations under the Healthy Starts Act for Human Resources professionals
10 whose duties include addressing or advising on pregnancy accommodation requests by Washington
11 employees (“Healthy Starts Act Procedures”); (3) a revised version of Suburban Propane’s
12 pregnancy accommodation medical certification form (“Pregnancy Accommodation Form”); and
13 (4) a revised version of the template letter used to communicate pregnancy accommodation
14 determinations to employees (“Accommodation Letter”). The Accommodation Letter will include
15 a statement referring employees to Suburban Propane’s intranet, which shall include information
16 specific to Washington employees, including contact information for the Office of the Attorney
17 General. The Healthy Starts Act Procedures will advise Suburban Propane’s Human Resources
18 professionals as follows: The employer is required to provide the following reasonable
19 accommodations to the employee:

- 20 1. Providing more frequent, longer, or flexible restroom breaks,
21 2. Modifying a no food or drink policy,
22 3. Providing seating or allowing the employee to sit more frequently, and
23 4. Refraining from lifting more than 17 pounds.

24 In addition, a pregnant employee may have rights to other workplace accommodation(s), as
25 long as there is no significant difficulty or expense (undue hardship) to the employer. These are:
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- 1 5. Job restructuring, part-time or modified work schedules, reassignment to a
- 2 vacant position, or acquiring or modifying equipment, devices, or an employee's
- 3 work station,
- 4 6. Providing a temporary transfer to a less strenuous or hazardous position,
- 5 7. Providing assistance with manual labor and limits on lifting,
- 6 8. Scheduling flexibility for prenatal visits,
- 7 9. Providing reasonable break time for an employee to express breast milk for two
- 8 years after the child's birth each time the employee has need to express the milk
- 9 and providing a private location, other than a bathroom, if such a location exists
- 10 at the place of business or worksite, which may be used by the employee to
- 11 express breast milk. If the business location does not have a space for the
- 12 employee to express milk, the employer shall work with the employee to
- 13 identify a convenient location and work schedule to accommodate their needs,
- 14 and
- 15 10. Providing any further accommodations the employee may request.

16 Employers may not ask for written certification from a healthcare professional for the
17 accommodations in 1-4 or 9 above. Employers may request written certification from a health care
18 professional regarding the need for the accommodations in 5-8 and 10 above, or for restrictions on
19 lifting 17 pounds or less.

20 Employers are prohibited from retaliating against pregnant employees who request, decline,
21 or use one of these accommodations; denying employment opportunities to pregnant employees
22 who are otherwise qualified if such denial is based on the employer's need to make reasonable
23 accommodation for the pregnancy; or requiring pregnant employees to take leave if another
24 reasonable accommodation can be provided for the employee's pregnancy. Additionally, pregnant
25 employees with a pregnancy-related disability may have rights in addition to those listed here.
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1 **2.2** Within ninety (90) days of entry of this Consent Decree, Defendant Suburban
2 Propane shall (1) provide notice on its intranet to all of its employees that there have been updates
3 to its Reasonable Accommodation Policy; and (2) provide notice to each Human Resources
4 professional whose duties include addressing or advising on pregnancy accommodation requests
5 by Washington employees of its Healthy Starts Act Procedures and revised Pregnancy
6 Accommodation Form and Accommodation Letter, and processes for handling pregnancy related
7 accommodation requests and reconsideration requests. The processes shall include standards and
8 procedures to ensure that employees who seek accommodations due to pregnancy do not face
9 discrimination, including prevention of retaliation against or termination of employees who seek
10 accommodations due to pregnancy. The Manager of the Human Resources Service Center will send
11 a signed confirmation that each employee in the Human Resources Service Center who evaluates
12 or advises on pregnancy accommodations in Washington has seen and reviewed the updated forms
13 and procedures, and include with the confirmation a list of all such employees as of the date of the
14 signed confirmation. The signed confirmation and list shall be promptly provided to the AGO.
15 During the effective period of this Consent Decree, Suburban Propane will ensure every new
16 employee in the State of Washington shall be given a copy of the Reasonable Accommodation
17 Policy within ten (10) days of their start date.

18 **2.3** Within ninety (90) days of entry of this Consent Decree, and through its term,
19 Suburban Propane shall prominently post a copy of the Attorney General's Office's (AGO) Healthy
20 Starts Act poster or similar notice of rights under the Healthy Starts Act approved in advance by the
21 AGO at each work site in Washington State, in each location where notices of employee rights are
22 posted.

23 **2.4** Within ninety (90) days of entry of this Consent Decree, Suburban Propane shall
24 notify all employees of the updated application procedure for requesting a reasonable
25 accommodation, including a reasonable accommodation due to pregnancy. The procedure for
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1 requesting a reasonable accommodation shall be posted on Suburban Propane's intranet and
2 included in the employee handbook(s) as part of the Reasonable Accommodation Policy.

3 **2.5** Within ninety (90) days of entry of this Consent Decree, Suburban Propane shall
4 develop a plan for trainings on reasonable accommodations, including pregnancy accommodations,
5 for all Customer Service Center (CSC) managers responsible for overseeing Washington
6 employees, as well as all HR employees who advise or may advise about Washington pregnancy
7 accommodations. The trainings will be given every other year for four years, with periodic refresher
8 trainings thereafter given at the discretion of Suburban Propane. Stoel Rives shall prepare a content
9 outline for the training for review by the AGO. Stoel Rives shall then prepare a script for the
10 substantive content of the training. Suburban Propane will then have its in-house instructional
11 designer turn the script into an online training course. After the initial online training, trainees shall
12 attend a one-time live Q&A session, which may be held via videoconference and recorded for future
13 supplementation to the online training course. Any questions about the training will be referred to
14 Suburban Propane's Legal Department. Suburban Propane is solely responsible for the costs of
15 training.

16 **2.5.1** The first training shall take place within one hundred and twenty (120)
17 calendar days following the entry of this Consent Decree for all Washington CSC
18 managers, as well as all other HR employees who advise or may advise about
19 Washington pregnancy accommodations, that are employed as of the date this
20 Consent Decree is fully executed.

21 **2.5.2** The content of the training shall be recorded, and Suburban Propane shall
22 maintain records of the date(s) and name of each employee who completed the
23 training. Training shall also be required for any new Washington CSC managers
24 within sixty (60) days of that individual's date of hire or promotion into a
25 Washington CSC manager position. However, Suburban Propane shall be granted
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1 an automatic extension for CSC Managers if the training would take place during
2 the heating season (November 1 to April 1). During the heating season, new CSC
3 managers in Washington State will be instructed on the following as part of their
4 new manager training: (1) the reasonable accommodations for which undue
5 hardship may not be claimed, and (2) when it is necessary to contact an HR
6 professional regarding an employee's pregnancy accommodation request.

7 **2.5.3** Suburban Propane will submit to the AGO the name of each employee who
8 completes the training, along with the date of completion, by November 1st annually
9 during the period of this Consent Decree.

10 **III. REPORTING AND DOCUMENT RETENTION**

11 **3.1** During the effective period of this Consent Decree, Suburban Propane shall
12 preserve all records related to its obligations under this Consent Decree, including all documents,
13 whether in paper or electronic form, that relate to employees' pregnancy accommodation
14 requests in the State of Washington. Such documents include all information that Suburban
15 Propane requests from the employee or employee's medical provider concerning such request,
16 as well as information regarding any decision or resolution of such request. During the period of
17 this Consent Decree and upon reasonable notice to Suburban Propane, representatives of the
18 AGO shall be permitted to inspect all such records related to an employee's pregnancy
19 accommodation request, which shall be provided electronically. Suburban Propane may redact
20 the names and any other personally identifying information of employees unless the employee
21 has expressed consent for their records to be released to the AGO without redactions. Upon
22 request from the AGO, Suburban Propane shall inquire whether an employee gives such consent.
23 Upon receiving confirmation that the employee wishes the records related to their
24 accommodation request to be released to the AGO, Suburban Propane shall promptly release
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1 such records, unredacted, to the AGO. All such records will be treated as confidential pursuant
2 to the protective order entered in this case.

3 **IV. PAYMENT**

4 **4.1** Within ten (10) business days of entry of this Consent Decree, Defendants shall
5 mail a check in the amount of thirty-four thousand, nine hundred and seventeen dollars
6 (\$34,917.00), made payable to Jasmin Harton ("Settlement Payment"). The Settlement Payment
7 shall be mailed to the Office of the Attorney General, Attention: Cassandra Baker, Civil Rights
8 Division, 800 Fifth Avenue, Suite 2000, Seattle, Washington, 98104.

9 **4.2** The Settlement Payment shall constitute a global resolution of this matter, with
10 preclusive effect on any Washington Healthy Starts Act and/or WLAD claims arising from the
11 allegations asserted in the Complaint and/or in Section 1 of this Consent Decree. The Office of
12 the Attorney General represents that the terms of this Section 4 were reviewed and discussed
13 with Ms. Harton. The Settlement Payment represents the entire monetary payment by
14 Defendants; the Attorney General may not seek, and Defendants need not pay, any additional
15 amounts, including, without limitation, any additional claimed compensatory damages arising
16 from the allegations asserted in the Complaint and/or Section 1 of this Consent Decree,
17 attorney's fees for the State or Ms. Harton, or future monitoring or enforcement of this Consent
18 Decree.

19 **V. DURATION AND ENFORCEMENT**

20 **5.1** This Consent Decree shall be in effect for a period of three (3) years from the date
21 of its entry. The Court shall retain jurisdiction for the duration of the Consent Decree to enforce,
22 interpret, or modify its terms.

23 **5.2** The State may move the Court to extend the duration of the Consent Decree in
24 the event of noncompliance by Defendants, whether intentional or not, with any of its terms, or
25 if it believes the interests of justice so require.
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VI. INJUNCTIONS

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6.1 Defendants shall be enjoined and restrained from engaging in acts or practices that violate the Washington Healthy Starts Act, RCW 43.10.005, including those listed in section 2.1 above; and the Washington Law Against Discrimination (WLAD), RCW 49.60.030(1)(a), .180, .220, including discriminating against employees in the terms or conditions of employment based on sex by imposing different terms and conditions of employment based on an employee's pregnancy status.

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VII. ADDITIONAL PROVISIONS

7.1 Defendants acknowledge and agree that no other promises, representations, or agreements of any nature have been made or entered into by the parties. The parties further acknowledge that this Consent Decree constitutes a single and entire agreement that is not severable or divisible, except that if any provisions herein are found to be legally insufficient or unenforceable, the remaining provisions shall continue in full force and effect.

7.2 Nothing in this Consent Decree shall be construed to limit or bar any other governmental entity or person from pursuing other available remedies against Defendants or any other person.

7.3 Each party shall bear its own fees and costs in this matter.

7.4 Information and documents submitted to or obtained by the State in connection with this Consent Decree may contain personal or private information regarding individuals and may constitute law enforcement records covered by RCW 42.56.240(1).

7.5 The parties agree that, as of the date of the entry of this Consent Decree, continued litigation is not reasonably foreseeable concerning the matters described above. To the extent that either party previously implemented a legal hold to preserve documents, electronically stored information (ESI), or things related to the matters described above, the party is no longer required to maintain such legal hold, except that records must be retained as otherwise specified

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1 in this Consent Decree. Nothing in this paragraph relieves either party of any other obligations
2 imposed by this Consent Decree.

3 7.6 Within sixty (60) days of entry of this Consent Decree, the State will dismiss its
4 Complaint against Defendants in this matter with prejudice.

5
6 APPROVED on this 17 day of November 2025.

7
8 Rebecca K. Reda
9 JUDGE/COURT COMMISSIONER

10 Presented by:

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