

1 1.3 O'Reilly is one of the largest specialty retailers of automotive after-market parts,
2 tools, supplies, equipment, and accessories in the United States, and serves professionals as well as
3 do-it-yourself customers. O'Reilly also offers limited automobile services.

4 1.4 O'Reilly operates 170 stores in Washington State in 29 counties.

5 1.5 In the Complaint, the State alleges that O'Reilly violated the HSA, RCW 43.10.005;
6 the WLAD, RCW 49.60.030 and .180; and the CPA, RCW 19.86.020; by:

7 1.5.1 Maintaining a policy or practice of unlawfully denying pregnancy
8 accommodation requests including: frequent, longer, or flexible restroom breaks; modification of a
9 no food or drink policy; seating or permission for the employee to sit more frequently; permission
10 to refrain from lifting more than 17 pounds; modification of a work schedule or job assignment;
11 provision of a temporary transfer to a less strenuous or hazardous position; scheduling flexibility
12 for prenatal visits; and provision of reasonable break time to pump breastmilk; and

13 1.5.2 Retaliating against female employees who requested pregnancy-related
14 accommodations including: termination from employment; forcing employees to resign; demotion
15 to a lower job rank; threats to their employment causing pregnant employees to take an unpaid leave
16 of absence; threats to their employment causing pregnant or recently pregnant employees to return
17 from a leave of absence early; giving pregnant employees negative performance reviews;
18 condoning harassment from coworkers; and requesting unnecessary documentation from pregnant
19 employees or their medical providers.

20 1.6 O'Reilly denies the allegations in the Complaint in their entirety, and neither this
21 Consent Decree nor the furnishing of any consideration therewith shall be deemed or construed at
22 any time for any purpose as an admission by O'Reilly of wrongdoing or evidence of any liability
23 or unlawful conduct of any kind.

24 1.7 The State and O'Reilly (Parties) agree that this Court has jurisdiction over the
25 subject matter of the claims alleged and the parties to this lawsuit.
26

1 2.3.2 Requesting written certification from the pregnant employee's treating
2 healthcare professional regarding the need for reasonable accommodation for the
3 accommodations listed in paragraph 2.3.1. RCW 43.10.005(3).

4 2.3.3 Denying any of the accommodations listed in paragraph 2.3.1 based on
5 a belief that the accommodation would create an undue hardship for O'Reilly, which is
6 expressly prohibited by the HSA. RCW 43.10.005(1)(d).

7 2.3.4 Failing to consider the following reasonable accommodations for
8 pregnant or nursing employees: job restructuring, part-time or modified work schedules,
9 reassignment to a vacant position, or acquiring or modifying equipment, devices, or an
10 employee's work station; providing a temporary transfer to a less strenuous or less hazardous
11 position; providing assistance with manual labor and lifting limits lower than 17 pounds;
12 scheduling flexibility for prenatal visits; providing reasonable break time for an employee to
13 express breastmilk for two years after the child's birth each time the employee has need to
14 express the milk and providing a private location, other than the bathroom if such a location
15 exists at the place of business or worksite or work with the employee to identify a convenient
16 location and work schedule to accommodate their needs; and providing any further pregnancy
17 accommodations a pregnant employee may request, unless O'Reilly can demonstrate doing so
18 would impose an undue hardship on its business. RCW 43.10.005(1)(c) and (d).

19 2.3.5 Taking adverse action against an employee who requests, declines, or
20 has been provided a pregnancy-related accommodation that affects the terms, conditions, or
21 privileges of employment.

22 2.3.6 Denying employment opportunities to an otherwise qualified employee
23 if such denial is based on the employer's need to make reasonable accommodations.

24 2.3.7 Requiring an employee to take leave if another reasonable
25 accommodation can be provided for the employee's pregnancy.
26

1 2.3.8 Discriminating in the terms, conditions, or privileges of employment on
2 the basis of sex or pregnancy.

3 2.3.9 Placing or causing to be placed misleading or deceptive representations
4 to female job applicants regarding how they would be treated by O'Reilly and O'Reilly's
5 discrimination based on sex or pregnancy.

6 **III. PREGNANCY ACCOMODATION AND ANTIDISCRIMINATION POLICY**

7 3.1 Within 120 days of the entry of this Consent Decree by the Court, O'Reilly shall
8 develop and implement a Washington Pregnancy Accommodation and Antidiscrimination
9 Policy. The Washington Pregnancy Accommodation and Antidiscrimination Policy shall
10 prohibit discrimination based on pregnancy and explain the rights of pregnant and nursing
11 employees under Washington law.

12 3.2 At a minimum, O'Reilly's Washington Pregnancy Accommodation and
13 Antidiscrimination Policy must:

14 3.2.1 State that it is the policy of O'Reilly to comply with the HSA and the
15 WLAD by ensuring that employment opportunities are available to all persons without regard to
16 pregnancy status or sex.

17 3.2.2 State that Washington law provides protections that apply to an
18 employee's pregnancy and pregnancy-related health conditions including health conditions
19 during pregnancy and after pregnancy, such as the need to breastfeed or express milk.

20 3.2.3 State that Washington law requires O'Reilly to provide certain
21 reasonable pregnancy accommodations to all Washington employees and list the
22 accommodations that are statutorily required by the HSA.

23 3.2.4 State that Washington law does not permit an employer to request a
24 written certification from an employee's treating healthcare professional for the statutorily
25 required accommodations and the need to breastfeed or express milk.

1 3.2.5 State that Washington employees may have rights to other workplace
2 accommodation(s) as long as there is no significant difficulty or expense to O'Reilly and list
3 the accommodations that are referenced in the HSA.

4 3.2.6 State that discrimination in any form against employees on the basis of
5 sex, pregnancy, or nursing status is strictly prohibited.

6 3.2.7 State that Washington law prohibits an employer from retaliating against
7 pregnant or nursing employees who request an accommodation, denying employment
8 opportunities to pregnant employees who are otherwise qualified, or requiring pregnant
9 employees to take leave if another reasonable accommodation can be provided for the
10 employee's pregnancy.

11 3.2.8 State that pregnant employees with a pregnancy-related disability may
12 have additional rights and provide a reference and link to O'Reilly's disability accommodation
13 policy.

14 3.2.9 Provide clear instructions to employees about where and how to make a
15 request for pregnancy accommodation.

16 3.2.10 State that any employee may report violations of the Washington
17 Pregnancy Accommodation and Antidiscrimination Policy by contacting the Office of the
18 Washington State Attorney General, Civil Rights Division at pregnancy@atg.wa.gov, by
19 leaving a message at (833) 660-4877, or by submitting an [online complaint form](#).

20 3.3 The policy described in this section shall be provided to the State for review and
21 comment no later than 30 days prior to its implementation. Within 14 days of receipt, the State
22 will review the proposed policy and advise O'Reilly of any edits.

23 3.4 Not later than 120 days after the entry of this Consent Decree, O'Reilly shall
24 publish its Washington Pregnancy Accommodation and Antidiscrimination Policy on a page of
25 TeamNet that is accessible to all Washington employees and ensure that it remains posted and
26 accessible for the duration of this Consent Decree. Within 120 days after the entry of this

1 Consent Decree, O'Reilly will notify all Washington team members of the existence and
2 location of the policies on TeamNet and ensure they have access to the TeamNet page where
3 these policies are posted. O'Reilly will also ensure that new employees in Washington State
4 will have access to and be made aware of the Washington State-specific page of TeamNet where
5 these policies are posted within 10 days of commencing employment.

6 3.5 Not later than 120 days after the entry of this Consent Decree, O'Reilly shall
7 notify all Human Resources employees in Washington State, Washington Managers and
8 Managers in Training, Corporate Leave of Absence employees, Corporate Reasonable
9 Accommodation Request employees, Corporate Team Member Relations employees, and any
10 other employees who are tasked with processing requests for accommodations or with the
11 handling of discrimination complaints in the State of Washington of the precise location of its
12 Washington Pregnancy Accommodation and Antidiscrimination Policy on TeamNet and ensure
13 that all of these employees have access to the TeamNet page where they are posted for the entire
14 duration of this Consent Decree.

15 3.6 Not later than 120 days of the entry of this Consent Decree, for all
16 accommodation requests made by Washington State Team Members O'Reilly shall modify the
17 template that is generated from its electronic accommodation system (currently Riskconnect)
18 that is directed to Human Resource personnel, managers, supervisors or any other employee
19 who is involved in receiving or granting of accommodations to include a link to its Washington
20 Pregnancy Accommodation and Antidiscrimination Policy that are posted on TeamNet.

21 3.7 For the duration of this Consent Decree, if O'Reilly modifies the Washington
22 Pregnancy Accommodation and Antidiscrimination Policy required by this section, O'Reilly
23 shall submit proposed modifications to the State for its review no later than 30 days before
24 adoption of the modified policy. Within 14 days of receipt the State will review the proposed
25 modifications and advise O'Reilly of any edits.

1 **IV. PREGNANCY ACCOMMODATION REQUEST PROCEDURE**

2 4.1 Within 120 days of the entry of this Consent Decree, O’Reilly shall develop and
3 implement written procedures for Human Resources employees in Washington State,
4 Washington Managers and Managers in Training, Corporate Leave of Absence employees,
5 Corporate Reasonable Accommodation Request employees, Corporate Team Member Relations
6 employees, and any other employees who are tasked with processing requests for
7 accommodations in the state of Washington regarding the accommodation process as it relates
8 to pregnant or nursing employees in the State of Washington.

9 4.2 At a minimum, the procedures required by this section shall:

10 4.2.1 State O’Reilly’s strong commitment to ensuring that employment
11 opportunities are available to all persons without regard to pregnancy status or sex and O’Reilly
12 has established these guidelines to assist supervisors and managers with pregnancy
13 accommodation requests.

14 4.2.2 State that supervisors and managers should strive to provide
15 accommodations to pregnant and nursing employees and should not require pregnant and nursing
16 employees to take leave if a reasonable accommodation is available.

17 4.2.3 State that Washington State and federal laws provide protections to
18 employees who are pregnant and have pregnancy-related health conditions, which include health
19 conditions during and after pregnancy, such as the need to breastfeed or express milk.

20 4.2.4 State that there are Washington State laws that govern what
21 accommodations are required and provide a link where they can access these laws. State that
22 these laws may limit the ability of an employer to ask for written certification from a healthcare
23 professional regarding the need for the accommodation.

24 4.2.5 State that Washington State and federal laws and O’Reilly policy strictly
25 prohibit retaliation against pregnant and nursing employees who request accommodations.
26

1 4.2.6 State that a team member’s request for accommodation may be made at
2 any time and can be written or oral.

3 4.2.7 State that when requested accommodations are not mandated by State law
4 or when a requested accommodation poses an undue hardship, O’Reilly will work together with
5 the employee in an effort to identify and implement a reasonable accommodation for the
6 employee’s pregnancy or nursing related accommodation request.

7 4.2.8 State that prior to approving any recommendation to discipline an
8 employee who has a pending pregnancy accommodation request, supervisors, managers, and
9 Washington Human Resources employees must seek approval from the Team Member Relations
10 team who will consult with the Corporate Reasonable Accommodation Request team prior to
11 determining whether to approve the discipline.

12 4.2.9 State that supervisors, managers, and Human Resources personnel who
13 receive a request for accommodation must immediately contact the Corporate Reasonable
14 Accommodation Request team, who will document the request and all steps taken during the
15 interactive process, and the ultimate decision made.

16 4.3 Not later than 120 days after the entry of this Consent Decree, O’Reilly shall
17 publish its Pregnancy Accommodation Request Procedure on TeamNet and ensure that all
18 Human Resources employees in Washington State, Washington Managers and Managers in
19 Training, Corporate Leave of Absence employees, Corporate Reasonable Accommodation
20 Request employees, Corporate Team Member Relations employees, and any other employees
21 who are tasked with processing requests for accommodations or with the handling of
22 discrimination complaints in the State of Washington are aware of and have access to this policy.

23 4.4 Not later than 120 days after the entry of this Consent Decree, for all
24 accommodation requests made by Washington State Team Members, O’Reilly shall modify the
25 template that is generated from its electronic accommodation system (currently Riskconnect) that
26 is directed to Human Resource personnel, managers, supervisors or any other employee who is

1 involved in receiving or granting of requests for accommodations to include a link to its
2 Washington Pregnancy Accommodation and Antidiscrimination Policy that are posted on
3 TeamNet

4 4.5 For the duration of this Consent Decree, if O'Reilly modifies the procedures
5 required by this section, O'Reilly shall submit proposed modifications to the State for its review
6 no later than 30 days before adoption of the modified procedures. Within 14 days of receipt the
7 State will review the proposed modifications and advise O'Reilly of any edits.

8 V. TRAINING

9 5.1 Not later than 120 days after O'Reilly distributes the policies and procedures
10 described in Sections III and IV above, and annually thereafter for the duration of the term of
11 this Consent Decree, O'Reilly shall provide in-person or virtual interactive Washington specific
12 Pregnancy Accommodation and Antidiscrimination training to all its Human Resources
13 employees in Washington State, Washington Managers and Managers in Training, Corporate
14 Leave of Absence, Corporate Reasonable Accommodation Request employees, Corporate Team
15 Member Relations employees, and any other employees who are tasked with processing requests
16 for accommodations or with the of handling discrimination complaints in the State of
17 Washington. The training shall be in addition to any other training provided to these employees
18 and shall be no less than one hour.

19 5.2 The training shall include, at a minimum:

20 5.2.1 O'Reilly's statement to attendees that O'Reilly maintains a strong
21 commitment to ensuring that employment opportunities are available to all persons without
22 regard to pregnancy status or sex.

23 5.2.2 An overview of the federal and Washington laws governing pregnancy
24 accommodation and pregnancy discrimination.

25 5.2.3 Instruction on O'Reilly's Washington Pregnancy Accommodation and
26 Antidiscrimination Policy and its Pregnancy Accommodation Request Procedure.

1 each request for pregnancy accommodation and claim of pregnancy discrimination involving
2 any employee in Washington whether submitted in writing or made orally.

3 6.2 For the duration of this Consent Decree, O'Reilly shall provide the State with
4 Biannual Compliance Reports, on the six-month and yearly anniversaries of the entry of this
5 Consent Decree, which shall identify and describe:

6 6.2.1 All complaints related to pregnancy discrimination made by any
7 employee in Washington.

8 6.2.2 All employees whose employment was terminated during the pendency
9 of their pregnancy accommodation request.

10 6.3 To assure compliance with the terms of this Consent Decree, representatives of
11 the State shall be permitted to inspect and copy all records maintained by O'Reilly consistent
12 with their obligations under this Consent Decree interview or depose O'Reilly and their officers,
13 supervisors, managers, employees and/or agents, to propound written discovery on O'Reilly,
14 and to enforce this Consent Decree through any other lawful means.

15 6.4 O'Reilly shall notify the State at least 45 days regarding any change in control of
16 O'Reilly that would change the identity of the corporate entity responsible for compliance
17 obligations arising under this Consent Decree, including but not limited to dissolution,
18 assignment, sale, merger, or other action that would result in the emergence of a successor
19 corporation; or the creation or dissolution of a subsidiary, parent, or affiliate that engages in any
20 acts or practices subject to this order.

21 **VII. PAYMENT**

22 7.1 Within 14 days of the entry of this Consent Decree, O'Reilly agrees to pay
23 \$5,600,000 to the Office of the Attorney General. This money shall be referred to as the
24 "Settlement Fund" and will be used for compensatory damages for persons aggrieved by
25 O'Reilly's conduct, civil penalties, recovery of fees and costs incurred by counsel for the State
26 in prosecuting this action, future monitoring and enforcement of this Consent Decree, and any

1 lawful purpose in the discharge of the Attorney General’s duties at the sole discretion of the
2 Attorney General.

3 7.2 The payment shall be made by wire transfer. The Office of the Attorney General
4 shall provide instructions for the wire transfer within seven days of the entry of this Consent
5 Decree.

6 **VIII. ENTRY AND DURATION**

7 8.1 This Consent Decree shall be in effect for a period of four years from the date of
8 its entry. The Court shall retain jurisdiction for the duration of this Consent Decree to enforce its
9 terms.

10 8.2 The State may move the Court to enforce the Consent Decree or to extend its
11 duration in the event of noncompliance, whether intentional or not, with any of its terms; or if it
12 believes the interests of justice so require. O’Reilly shall have an opportunity to respond to,
13 including the presentation of evidence, any such motion per KCLR 7 or such other briefing
14 schedule to which the Parties may agree.


15 8.3 Violation of any of the terms of this Consent Decree shall constitute a violation
16 of an injunction for which civil penalties per violation may be sought by the State pursuant to
17 RCW 19.86.140, in addition to such other remedies as may be provided by law, including the
18 imposition by the Court of injunctions, restitution, civil penalties, and costs, including reasonable
19 attorneys’ fees.

20 **IX. ADDITIONAL PROVISIONS**

21 9.1 O’Reilly acknowledges and agrees that no other promises, representations, or
22 agreements of any nature have been made or entered into by the Parties. The Parties further
23 acknowledge that this Consent Decree constitutes a single and entire agreement that is not
24 severable or divisible, except that if any provisions herein are found to be legally insufficient or
25 unenforceable, the remaining provisions shall continue in full force and effect.
26


1 Presented by:

2 NICHOLAS W. BROWN
3 Attorney General

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5 _____
6 TERI HEALY, WSBA #60367
7 ALYSSA P. AU, WSBA #52594
8 RAINA V. WAGNER, WSBA #45701
9 Assistant Attorneys General
10 Office of the Attorney General
11 Wing Luke Civil Rights Division
12 800 Fifth Avenue, Suite 2000
13 Seattle, WA 98104
14 206-464-7744
15 teri.healy@atg.wa.gov
16 alyssa.au@atg.wa.gov
17 raina.wagner@atg.wa.gov

18 *Attorneys for the Plaintiff*

19 FISHER & PHILLIPS LLP

20 
21 _____
22 Suzanne K. Michael, WSBA #14072
23 Matthew J. Macario, WSBA #26522
24 Sieu K. Che, WSBA #40422
25 1700 7th Avenue, Suite 2200
26 Seattle, WA 98101
27 Phone: 206-682-2308
28 Facsimile: 206-682-7908
29 Email: smichael@fisherphillips.com
30 Email: mmacario@fisherphillips.com
31 Email: sche@fisherphillips.com

32 Kevin R. Brady, NYBA #3950995, *pro hac vice*
33 Email: kbrady@fisherphillips.com

34 *Attorneys for Defendant*

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that the foregoing document was filed with the King County Superior
3 Court. I further certify that I served the foregoing document on the below parties or their counsel
4 of record as follows:

5 Via King County Superior Court e-filing system and Electronic Mail.

6 Suzanne K. Michael, WSBA #14072
7 Matthew J. Macario, WSBA #26522
8 Sieu Che, WSBA #40422
9 Robert E. Dezort, *pro hac vice*
10 Kevin Brady, *pro hac vice*
11 FISHER & PHILLIPS LLP
12 smichael@fisherphillips.com
13 mmacario@fisherphillips.com
14 sche@fisherphillips.com
15 rdezort@fisherphillips.com
16 kbrady@fisherphillips.com
17 *Attorneys for O'Reilly Auto Enterprises*

18 Patrick B. Reddy, WSBA #34092
19 Calum C. Bryant, WSBA #64069
20 Paige Gagliardi, WSBA #60816
21 EMERY REDDY, PLLC
22 reddyp@emeryreddy.com
23 calum@emeryreddy.com
24 paige@emeryreddy.com
25 *Attorneys for Skylar Ramsdall*

26 DATED this 4th day of March 2026.



LANE RICHARDS
Paralegal