

**STATE OF WASHINGTON  
KING COUNTY SUPERIOR COURT**

STATE OF WASHINGTON,

NO. 23-2-15318-9 SEA

Plaintiff,

and

CONSENT DECREE

SKYLAR RAMSDALL,

Plaintiff-Intervenor,

v.

O'REILLY AUTO ENTERPRISES, LLC,

Defendant.

**I. INTRODUCTION**

1.1 The State of Washington (the State), by and through its attorneys, Attorney General Nicholas W. Brown and Assistant Attorneys General Teri Healy, Alyssa P. Au, and Raina V. Wagner, filed this action against Defendant O'Reilly Auto Enterprises, LLC (O'Reilly) to enforce Washington's Healthy Starts Act (HSA), RCW 43.10.005; the Washington Law Against Discrimination (WLAD), RCW 49.60.030 and .180; and the Consumer Protection Act (CPA), RCW 19.86.020.

1.2 O'Reilly is a corporation registered in Washington and is an "employer" within the meaning of RCW 49.60.040(11). O'Reilly does business in Washington and is engaged in trade or commerce within the meaning of RCW 19.86.010(2).

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 1.8 The Parties agree on a basis for settlement of the State's allegations and to the entry  
2 of this Consent Decree without the need for trial and adjudication of any issue of law or fact.

3 1.9 O'Reilly agrees that it will not oppose entry of this Consent Decree on the ground  
4 that it fails to comply with Rule 65(d) of the Superior Court Civil Rules, and hereby waives any  
5 objection based thereon.

6 1.10 The Parties waive any right they may have to appeal from this Consent Decree.

## 7 II. INJUNCTIONS

8 2.1 The injunctive provisions of this Consent Decree shall apply to O'Reilly and its  
9 successors, assigns, transferees, officers, agents, servants, employees, representatives, and all  
10 other persons in active concert or participation with O'Reilly.

11 2.2 Not later than ten business days after the entry of this Consent Decree, O'Reilly  
12 shall provide all Human Resources employees in Washington State, Corporate Leave of  
13 Absence employees, Corporate Reasonable Accommodation Request employees, Corporate  
14 Team Member Relations employees, and any other employees tasked with processing requests  
15 for accommodation and with the handling of discrimination complaints in the State of  
16 Washington, with a copy of this Consent Decree and a summary of its terms and conditions of  
17 this Consent Decree.

18 2.3 O'Reilly shall be permanently enjoined and restrained from engaging in the  
19 following acts or practices:

20 2.3.1 Failing to provide pregnant employees with accommodations that are  
21 statutorily mandated. RCW 43.10.005(1)(c)(i), (ii), (iv); and (1)(d). These accommodations  
22 include: providing more frequent, longer or flexible restroom breaks; modifying a no food or  
23 drink policy; providing seating or allowing a pregnant employee to sit more frequently if the job  
24 requires the employee to stand; and providing limits on lifting over 17 pounds.

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](mailto: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.  
26

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           9.2     The parties acknowledge and agree that no provision in this Consent Decree is to  
2 be construed as encompassing any obligations as it relates to any employee of O'Reilly outside  
3 the state of Washington other than Corporate Leave of Absence, Corporate Reasonable  
4 Accommodation Request employees, Corporate Team Member Relations employees, and any  
5 other employees who are involved in receiving or granting of a request for accommodations or  
6 handling discrimination complaints in the State of Washington.

7           9.3     Nothing in this Consent Decree shall be construed to limit or bar any other  
8 governmental entity or person from pursuing other available remedies against O'Reilly or any  
9 other person.

10          9.4     The parties agree that, as of the date of the entry of this Consent Decree, litigation  
11 is not "reasonably foreseeable" concerning the matters described above. To the extent that either  
12 party previously implemented a litigation hold to preserve documents, electronically stored  
13 information (ESI), or things related to the matters described above, the party is no longer required  
14 to maintain such litigation hold. Nothing in this paragraph relieves either party of any other  
15 obligations imposed by this Consent Decree.

16          9.5     All communications related to this Consent Decree shall be directed to:  
17 Wing Luke Civil Rights Division, Office of the Washington State Attorney General,  
18 800 Fifth Avenue, Suite 2000, Seattle, WA 98104-3188.

19  
20  
21           IT IS HEREBY ORDERED this 4<sup>th</sup> day of March, 2026.

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25           Hon. Janet Helson  
26           Superior Court Judge

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Presented by:

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*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  
7 Suzanne K. Michael, WSBA #14072  
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19 DATED this 4th day of March 2026.

20  
21  
22 LANE RICHARDS  
23 Paralegal  
24  
25  
26