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June 17, 2015

VIA EMAIL AND HAND-DELIVERY

Ms. Hattie Y. Reed
U.S. Equal Employment Opportunity Commission
909 First Avenue, Suite 400
Seattle, WA 98104
Hattie.Reed@EEOC.gov

**Re: EEOC Charge No. 551-2015-00631
Julie Atwood and Mission Support Alliance**

Dear Ms. Reed:

This position statement is being submitted on behalf of Mission Support Alliance (“MSA”) in response to the charges of gender discrimination, retaliation, and disparate unfavorable treatment submitted by former employee Julie Atwood. Thank you again for permitting a brief extension of the due date of this submission to June 17, 2015.

MSA denies that it discriminated in any way or retaliated against Ms. Atwood. None of Ms. Atwood’s claims are timely and they should be dismissed for this reason alone. Moreover, as set forth more fully below, MSA provided Ms. Atwood the opportunity to resign from her position after she exhibited a pattern of failing to abide by requests of her supervisor regarding her whereabouts during work hours, failing to provide advance notice of leave, and having a practice of using her relationship with a DOE client to avoid and/or circumvent her supervisors’ plans and/or directives. MSA’s decision to allow Ms. Atwood to resign was a legitimate business decision and had nothing to do with Ms. Atwood’s gender and/or retaliation. Based on the information provided below, MSA respectfully submits that Ms. Atwood’s charge is untimely and without merit and requests that the Commission issue a finding of no reasonable cause.

I. EEOC has No Jurisdiction as Ms. Atwood’s Charge Is Untimely.

Ms. Atwood’s EEOC Charge of Discrimination sets forth two primary dates for alleged wrongdoing – September 19, 2013 (the date of Ms. Atwood’s resignation) and March 20, 2014 (the date that Ms. Atwood asserts her name was removed from a list of individuals considered for a

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job at another company). Even if one were to assume that Ms. Atwood's claims had merit – which as explained herein they do not – neither claim was timely submitted.

An individual must file a charge of discrimination with the EEOC ‘within three hundred (300) days after the alleged unlawful practice occurred.’ 42 U.S.C. §§ 12117(a), 2000e-5(e)(1); *see also Delaware State College v. Ricks*, 449 U.S. 250, 256 (1980); *Mohasco Corp. v. Silver*, 447 U.S. 807, 822 (1980); *Boersig v. Union Electric Co.*, 219 F.3d 816, 821 (8th Cir. 2001). Alleged discriminatory conduct by an employer cannot be considered, for purposes of an employee's Title VII discrimination action, if it occurs more than 300 days prior to the employee's filing of a complaint with the EEOC, or after the date that an employee resigns from her job. *Mayer v. Office Depot, Inc.*, 292 F.Supp.2d 878 (W.D. La. 2003). In short, an alleged “discriminatory act which is not made the basis for a timely charge is the legal equivalent of a discriminatory act which occurred before the statute was passed ... it is merely an unfortunate event in history which has no present legal consequences.” *United Air Lines, Inc. v. Evans*, 431 U.S. 553, 558 (1977).¹

Ms. Atwood's employment ended on September 19, 2013. She, nonetheless did not file her EEOC Charge of Discrimination until March 10, 2015 – almost 18 months later. Similarly, Ms. Atwood's allegation that she was improperly removed from Longenecker & Associate's list of individuals for future work was allegedly done at the latest on March 20, 2014 – 355 days before she filed her charge. Because Ms. Atwood failed to file her charge of discrimination within 300 days of either event, the EEOC has no jurisdiction to investigate her claims and they should be dismissed on this basis alone.

II. Factual Background

A. Overview of Mission Support Alliance.

MSA is the integrator of a multi-contractor effort to clean up the Hanford Site in Richland, Washington. The 586 square mile Hanford Site manufactured nuclear materials in support of the nation's defense activities for over 40 years, and is now the site of one of the largest and most complex clean-up projects in the United States. MSA collaborates with the U.S. Department of Energy (“DOE”) and all Hanford Site contractors to “move the mission forward” – finding and implementing new, cost-saving, safe and practical solutions to cleanup challenges.

MSA provides quality infrastructure and sitewide services at Hanford with a continual focus on seeking out new processes and technologies that reduce costs, reduce energy consumption and bring safety improvements to the Hanford Site. Among the services MSA provides are

¹ Even if Ms. Atwood had a valid and timely claim that MSA did not rehire her, which she does not, her earlier allegations would still be untimely. An employer's failure to rehire a former employee after allegedly promising to do so does not render an employee's termination a continuing offense absent evidence that the failure to rehire was part of a discriminatory policy or mechanism. *Affrunti v. Long Island University*, 136 Fed.Appx. 402 (C.A. 2 N.Y.), cert. denied 547 U.S. 1179.

emergency response and training (including environmental integration and land management); fleet and road maintenance; water/electric and utilities; cyber security; and information management. MSA also ensures preservation of the Hanford Site's cultural artifacts.

Additionally, MSA conducts the unique function of portfolio management, which affords DOE and contractors the ability to make informed decisions utilizing MSA-provided technical data for integrated planning to produce cost-saving, project alternatives and realistic decision-making – all to support DOE's path to meeting its regulatory and performance milestones. MSA's Portfolio Management Group has five primary areas of support: mission support; work planning; change control; budget planning and formulation; and analytic tools. MSA has laid the groundwork for Hanford's future, by playing a significant role in helping meet cleanup milestones and working toward "right-sizing" the site's infrastructure.

B. Julie Atwood's Employment with MSA.

In early 2010, Ms. Atwood applied for employment with MSA. She was hired in February of 2010 as a Project Manager, initially reporting to Jim Santo in MSA's Portfolio Management Group. MSA reiterated in Ms. Atwood's employment offer letter that her employment was at-will. (*See Attachment A.*) Specially, the letter stated:

Employment with MSA is at-will, which means that employment is not for a specified period of time and can be terminated by you or the company at any time for any reason, with or without cause or advanced notice.

(*Id.*) Ms. Atwood continued in this role through the end of her employment with generally good performance evaluations. Yet, even early on in her employment, MSA noted that she had a pattern of communication that was not supportive of teamwork and which was detrimental to the Portfolio Management Group's success. (*See Attachment B.*)

As outlined in more detail below, Ms. Atwood repeatedly failed to abide by requests of her supervisor regarding her whereabouts during work hours, failed to provide advance notice of leave, and had a practice of using her relationship with a DOE client to avoid and/or circumvent her supervisors' plans and/or directives. As a result of this behavior, Ms. Atwood was given – and took – the option to resign from MSA on September 19, 2013.

C. Ms. Atwood Fails to Follow and/or Circumvents Her Supervisor's Directives.

Ms. Atwood had good aspects to her employment. Nonetheless, there were aspects of Ms. Atwood's employment that continually were inconsistent with standard direction given to her and other employees. Prior to her working for the current Vice President of the Portfolio Management Group, Steve Young, Ms. Atwood was counseled about her lack of communication concerning her whereabouts and her attendance not being supportive of teamwork, which was detrimental to the Portfolio Management Group's success. (*See Attachment B – July 10- July 2011 performance*

review.) Her communications, or lack thereof, also created work assignment/completion issues for the group in 2012 and 2013.

1. Ms. Atwood's Attendance Issues.

Mr. Young informed employees that reported to him that if they were away from the office during working hours, he wanted to know where they were and the time frame they would be gone. This expectation was set forth in group meetings and in written communications. (See Attachment C.) His expectation was set because there were many times where MSA would need to provide information and/or support at a moment's notice to its counterparts and customers. Additionally, Mr. Young determined and communicated that there would be only two start times unless there was absolutely extenuating circumstances. (See Attachment D.) The expectation was for employees to be at their desk by 7:00 am or 7:30 am, and that if someone was going to be out at any part of the day, they must notify him, their technical lead and Morris Legler, Project Manager. (Id.) If the employee was going to be at a meeting, the expectation was that the employee also put on their calendar the point of contact and a meeting location. (Id.) Any deviation from the calendar would require prior, written approval by Mr. Young. (Id.) In short, Mr. Young wanted to know in advance of an employee's time off, including when they would be arriving late, leaving work before the end of their designated shift, and/or other time off. This management expectation is consistent with MSA policy for all employees who are required to seek advance approval before taking personal time off. Despite these clear expectations, Ms. Atwood repeatedly failed to meet them which had a continuing negative impact on the execution of work in the group. The following chart shows a few examples of times in 2012 and 2013 that Ms. Atwood did not comply:

Date	Event	Issue
February 16, 2012	Ms. Atwood unable to submit timecard as she is not 'on-site'	Ignored the outstanding request to submit her timecard and then was unable to complete as she was not on-site
March 13, 2012	Ms. Atwood advises her manager, Mr. Young, that she "went to MD" and that she "may be back in afternoon"	Did not provide notice to her manager or seek approval prior to her leaving
May 18, 2012	Ms. Atwood advises that she will be out for at least a week for foot surgery that was rescheduled	Ms. Atwood did not discuss or seek approval of the leave from her manager -- she just advised that she would be gone
August 9, 2012	Ms. Atwood indicates, "I am leaving the building right now" and thus cannot finish her timesheets	No approval by management
September 24, 2012	Ms. Atwood requests that 4 hours of RWI be entered on her timesheets	No approval by management

November 19, 2012	Notified that she would be in late on Monday and that she was not well	---
November 28, 2012	Notified she would be in late and cancelled her meeting	No prior approval
December 5, 2012	Notified she would be out of work "Due to foot surgery" and that she "plan [sic] to be back tomorrow"	No prior approval for this day of absence and foot surgery was in June
December 6, 2012	Notified that she would stop by 200W before coming in for the day	No prior approval
January 9, 2013	Notified at 7:01 am that she had a PT appointment in the morning	No prior notification
January 21, 2013	Notification at 8:45 am stating she was working from Les Schwab due to a flat tire and on her way soon	Ms. Atwood never showed up and her follow-up email was not sent to her manager
January 21, 2013	Notified she would be out of the office	No prior approval and was not sent to her manager
February 4, 2013	Notified team that she was leaving for the day	No request to leave or other communication
February 5, 2013	Notified after start time (8:10 am) that she was out sick	Late notification
March 11, 2013	Misses Lead Meeting	Team did not know her whereabouts
March 13, 2013	Notified team that she was at a doctor's appointment and "may be back in this afternoon"	No prior discussion of absence
March 15, 2013	Ms. Atwood did not show up at work	No approval by manager. Moreover, Ms. Atwood stated that she was "in the basement" and when her manager went to check, she was not there
May 6, 2013	Ms. Atwood notified team at 7:10 am that she was going to be 'back in a few' in that she was dropping her car off for service	No prior approval

The most extreme example of Ms. Atwood's failure to abide by Mr. Young's expectation, however, occurred in late July / early August 2013. On or about July 29, 2013, Ms. Atwood texted Mr. Young after her start time telling him that she would not be in for the day. This was not approved by Mr. Young in advance. Ms. Atwood was then again gone on July 30, 2013 and July 31, 2013 – with no contact and/or advance notice to Mr. Young, forcing the cancellation of at least one meeting. Then, around 5:30 pm on July 31, 2013, Ms. Atwood texted a co-worker, Lynn Tanasse. The text stated as follows:

It will sound like I made this up – After my apt flooded (for the 3rd time) I left a little early to let people in to fix it, I got a call from my sister inviting me last minute to go to Malaysia to be on set while they film a NYC

disaster espionage film. It turned into a real offer later in evening so I said yes and sent you all an email from Airport. I will be out today and tomorrow, was already off Friday and mon Tues. I followed up on all emails and moved only two things that were not time critical. Went over progress and everything is making its way to completion as planned. I'm enroute to Kuala Lumpur rt now. Once in a lifetime op w sister, I'll be doing work while there Steve –re abstract, I'm drafting one for review.

(See Attachment E.) Ms. Atwood did not request leave for this time off, nor did she advise Mr. Young of her decision to take further time off without approval. Instead, she stated that she was having trouble texting Mr. Young so instead texted her co-worker. Moreover, Ms. Atwood did not return to work until August 12, 2013, well over a week later. This created significant issues for her workgroup.

Ms. Atwood's behavior did not go unnoticed. On September 17, 2012, a confidential employee concern was filed regarding Ms. Atwood. The concern stated that Ms. Atwood created a hostile work environment through intimidation tactics, bullying and her influence with DOE. The concern also stated that Ms. Atwood was unaccountable for her work, in locations other than reported, arrives to work late and leaves early, and calls in sick but states she is working from home. An investigation was done and while no fraud was found, there were timecard entries that needed to be corrected.

On August 12, 2013 (the date that Ms. Atwood returned to work following her non-scheduled trip to Malaysia), an anonymous complaint was again made regarding a hostile work environment – with the example that Ms. Atwood was gone for two weeks without approval, despite the fact that others had to provide notice of doctor's visits. It also made reference to Ms. Atwood's foot surgery that also took place with no advance notice. The complaint stated that Ms. Atwood's preferential treatment likely stemmed from her relationship with DOE. Again, an investigation was done and while no fraud was found, the investigation found that Ms. Atwood did extend her time off without prior approval and it was perceived that she had little respect for her manager, Mr. Young.

2. Ms. Atwood Circumvents Mr. Young's Directives.

Ms. Atwood would also often use her relationship with DOE to undermine her manager, Mr. Young. By way of example, Mr. Young would lay out for his group a project and the plans and steps to address the project. Without speaking with Mr. Young or seeking his approval, Ms. Atwood would often go directly to the client, DOE, and indicate to the group that she did not agree with the approach. She would disclose such discussions with DOE in meetings with the Portfolio Management Group team and indicate that DOE agreed with her view. Moreover, at times, Ms. Atwood would discuss internal MSA issues with the client without authorization and prior to MSA senior management being ready to discuss the matter. This exceeded Ms. Atwood's authority and

continually demonstrated a lack of good judgment that constituted a conflict of interest. These issues too, created problems for MSA.

D. MSA Allows Ms. Atwood the Opportunity to Resign.

In light of Ms. Atwood's pattern of unacceptable behavior, MSA determined on or about September 19, 2013, that it would end its employment relationship with her. MSA's Vice President of Human Resources, Todd A. Beyers, met with Ms. Atwood and advised her of the decision. At the beginning of the meeting, even before the matter of her employment was discussed, Ms. Atwood requested that she instead be allowed to resign, and that request was granted. Ms. Atwood was allowed to prepare her resignation statement. MSA also advised its client that it would be ending the employment relationship with her. MSA did not, however, state it was the result of any time card impropriety.

III. MSA's Relevant Policies

MSA has a firm commitment to equal employment opportunity for all employees. To that end, MSA is committed to principles of Equal Employment Opportunity. MSA provides an Equal Employment Opportunity ("EEO") Statement on its external website under job opportunities which specifically states, "It is our policy to make all employment decisions free from discrimination on the basis of race, gender, religion, age, national or ethnic origin, disability, marital status or veteran status." (See Attachment F.) In addition to this EEO Statement, MSA's commitment is further articulated in its *Equal Employment Opportunity/Affirmative Action* policy, MSC-POL-11389. The policy is given to all employees and partner employees upon hire and is available on MSA's internal website. It also notes that MSA does not discriminate on the basis of race, religion, national origin, sex, age, disability, or veteran status or any other protected status. (See Attachment G.) The policy is reiterated in the Legal and Ethical Conduct Policy, stating that MSA commitment to equal employment and nondiscrimination applies to all terms, conditions, and privileges of employment including but not limited to, hiring firing, compensation, assignment, classification, transfer, promotion, layoff, recall, job advertisements, recruitment, testing, use of MSA facilities, training, benefits, pay, social and recreational programs, retirement programs, and disability leave. (See Attachment H.) MSA further ensures that all federal and state EEO posters are displayed at its worksites.

MSA also prohibits any retaliation in its workplace. Each employee has the right, without fear of retaliation, to raise concerns about work-related issues and MSA has zero tolerance for any type of retaliation for doing so. (See Attachment I.) This is also stated in MSA's Workplace Harassment policy which sets forth that MSA prohibits retaliation against any person for bringing bona fide complaints or providing information about harassment. (See Attachment J.) Any person who believes that they were retaliated against because they brought forth a complaint or provided information related to an investigation is to promptly advise a manager or supervisor, an HR/IR or the EEO office. (*Id.*)

MSA supplements its formal policies with an annual letter from MSA's President and General Manager, describing MSA's commitment to maintaining a workplace "free of any form of harassment, discrimination, or retaliation" is posted on company bulletin boards and sent individually to all employees and partner employees. (*See* Attachment K.)²

IV. Response to Allegations

A. MSA Did Not Discriminate Against Ms. Atwood.

1. MSA's Decision to End Its Employment with Ms. Atwood Was Not Discriminatory.

Ms. Atwood's charge of gender discrimination is without merit. Ms. Atwood's gender had nothing whatsoever to do with the MSA's decision to end its employment with her.

Title VII of the Civil Rights Act prohibits employers from discriminating or retaliating against individuals on the basis of gender. An individual alleging gender discrimination must first establish a prima facie case of discrimination by showing (1) she was a member of the protected class; (2) she was performing her job satisfactorily; (3) she was discharged or suffered an adverse employment action; and (4) the employer replaced her with someone who has equal or inferior qualifications and who is not a member of a protected class. *Nesbit v. PepsiCo, Inc.*, 994 F.2d 703, 704-05 (9th Cir. 1993). If the claimant makes this showing, the burden shifts to the employer to articulate some legitimate, nondiscriminatory reason for the challenged action. If the employer does so, the employee must show that the articulated reason is pretextual.

Ms. Atwood cannot meet her prima facie claim or overcome MSA's legitimate explanation for its actions.

a. Ms. Atwood Cannot Establish a Prima Facie Case as she was Not Replaced by a Male Employee.

Ms. Atwood claims that she was discriminated in the end of her employment because she is female. Ms. Atwood was not. Ms. Atwood cannot establish even a prima facie case of discrimination for her claim as she was not replaced by a male. In fact, Ms. Atwood was not replaced at all. MSA backfilled her work with an existing employee, Marisa Renevitz. For this reason alone, Ms. Atwood's claims fail as a matter of law.

² As requested, MSA provides a copy of its hiring policies as Attachment L. Ms. Atwood, however, does not allege or raise a complaint that MSA failed to hire her in March of 2014. Instead, Ms. Atwood claims that she applied to a separate company, Longenecker & Associates, Inc., and she did not get hired. MSA's hiring policies, therefore do not appear to be at issue.

b. Ms. Atwood Cannot Overcome MSA's Legitimate Explanation for its Actions.

Even assuming, *arguendo*, Ms. Atwood met her prima facie burden, she cannot overcome MSA's legitimate explanation for its actions. As set forth above, in 2012 and 2013 alone Ms. Atwood had a significant number of days where she would simply not be at work without prior notice and/or approval from her manager. Then in late July / early August of 2013, Ms. Atwood took extended leave for over a full week without even calling her manager. While she may have had a great opportunity for a trip, that did not alleviate Ms. Atwood's obligations to request the time off from her employer. Additionally, as set forth above, Ms. Atwood would often circumvent MSA management to discuss internal issues with the client – without approval of her manager and contrary to her authority and direction.

The record is absolutely devoid of any evidence of pretext. There is no evidence whatsoever that anyone at MSA ever considered gender as a factor in her employment.³ For all of these reasons, Ms. Atwood's discrimination claim should be dismissed.

2. MSA Was Not Involved with Longenecker & Associate's Actions Regarding the Task-Based General Support Services Contract.

Ms. Atwood claims that MSA discriminated against her when she "lost the opportunity to be considered for a federal general support services contract" to support DOE. Yet, MSA had nothing at all to do with her application to Longenecker & Associates. (*See* Attachment M – Statement of Mark W. Frei). As described by Longenecker & Associates' Chief Operating Officer, Mark, W. Frei, contrary to Ms. Atwood's claims, there were no detailed discussions with Mr. Young or anyone at MSA regarding Ms. Atwood, nor did MSA have anything at all to do with her application and/or failure to be placed by Longenecker & Associates in an assignment with DOE. (*Id.*) Instead, as Mr. Frei states, Longenecker & Associates does not have any kind of written "lists" of names of people who are candidates to perform possible tasks, and as such Ms. Atwood's name was never taken off such a list. (*Id.*) In fact, according to Mr. Frei, his company reached out to Ms. Atwood and asked that she submit her resume and proposed labor rate so that she could be considered as a possible candidate for a task order. (*Id.*) Ms. Atwood apparently requested a labor rate of \$195 per hour, which was viewed as far exceeding the rate that was reasonable and acceptable to DOE. (*Id.*) As such, Mr. Frei reports that Ms. Atwood priced

³ Ms. Atwood makes an allegation that Mr. Young had some time-keeping discrepancies that were reported to MSA that were never *to her knowledge* investigated. Ms. Atwood claims this too is evidence of discrimination as she was investigated following an anonymous complaint. Ms. Atwood's claim is incorrect. During the investigation into the hostile work environment, MSA looked into all time-keeping activities – including Mr. Young's entries. Moreover, MSA has reviewed Mr. Young's entries on more than one occasion as there is a need of clarity given his role both with MSA and as the Mayor of Kennewick. He was not treated any differently than Ms. Atwood was when the complaint came in against her.

herself out of the opportunity – not that she was in any way discriminated or retaliated against. (*Id.*) As MSA was not in any way involved in the process, it is not certain of the gender of the person that was hired for this opportunity.

Contrary to Ms. Atwood's allegations and beliefs, there is no evidence of discrimination in her not being hired by Longenecker & Associates. MSA in no way interfered with or had any involvement at all with Longenecker & Associates' activities in fulfilling its contractual obligations. Nor would Longenecker & Associates tolerate MSA, or any other entity, trying to insert themselves or interfere with its obligations when it is not a party to any contract. This claim too is without merit.⁴

B. Ms. Atwood's Disparate Treatment Claim is Also Without Merit.

Ms. Atwood makes a disparate treatment claim, alleging that she was treated differently than her male counterparts in opportunities to transfer; investigation of time concerns; notification to the client of the end of her employment; and her not being hired by Longenecker & Associates. Ms. Atwood must also prove a prima facie case of disparate impact. To do so, she must "(1) identify the specific employment practices or selection criteria being challenged; (2) show disparate impact; and (3) prove causation." *Rose v. Wells Fargo & Co.*, 902 F.2d 1417, 1424 (9th Cir. 199). To prove causation, the employee must "offer statistical evidence of a kind and degree sufficient to show that the practice in question has caused the [plaintiffs' terminations] because of their membership in a protected group." *Id.* (quotation omitted). If the employee proves a prima facie case, the burden shifts to the employer who may discredit the employee's statistics or submit its own statistics which show that no disparity exists. *Id.* If the employer meets its burden, the employee must then show that "other ... selection devices, without similarly undesirable discriminatory effect, would also serve the employer's legitimate interest in efficient and trustworthy workmanship." *Id.* (quotation omitted).

None of the claims by Ms. Atwood regarding disparate treatment are true. First, Ms. Atwood fails to provide any specifics at all regarding her claims that males were provided opportunities to transfer within MSA when management decided to make a change.⁵

Second, as addressed above, Ms. Atwood's claims that she was treated differently than Mr. Young with regard to alleged accounting discrepancies has no basis in fact.⁶

⁴ The utter lack of truth about the Longenecker & Associates situation alleged in her complaint casts a dark shadow over the credibility of Ms. Atwood's other allegations which should be viewed critically and skeptically by the EEOC.

⁵ Ms. Atwood also points out that she was escorted out of the building and used a wheelchair to take her belongings with her. Individuals with sensitive information are escorted from MSA after the end of the relationship regardless of their gender. Moreover, a wheelchair was used to load Ms. Atwood's belongings because another cart was not found after MSA looked for one.

Third, MSA's notification to the client that Ms. Atwood's employment was ending is not evidence of discrimination. MSA did not, contrary to Ms. Atwood's claim, advise the client that it was ending Ms. Atwood's employment because there had been time card fraud. Instead, consistent with other situations, MSA informed the client that an employee who was providing services to it was no longer going to be employed by MSA. This communication had nothing to do with Ms. Atwood's gender or any claim she had made. Instead it was common courtesy and good business practice to advise the client of the personnel change.

Fourth, as set forth above, MSA had nothing to do with Longenecker & Associates' activities in fulfilling its contractual obligations under a federal general support services contract.

C. Ms. Atwood's Retaliation Claim Is Factually and Legally Without Merit.

Ms. Atwood also asserts a retaliation claim, alleging that the end of her employment and her failure to be hired by Longenecker & Associates is retaliatory. In order to prove retaliation, an individual must prove: (1) she engaged in a protected activity; (2) the employer took an adverse employment action; and (3) there was a causal link between the protected activity and the adverse action. *O'Day v. McDonnell Douglas Helicopter Co.*, 79 F.3d 756, 763 (9th Cir. 1996). To establish the third element, that there was a causal link, an employee must show that retaliation was a significant or substantial factor motivating the decision to implement the adverse action. *Harris v. City of Seattle*, 315 F.Supp. 2d 1112, 1125 (2004). Ms. Atwood cannot meet this burden.

As set forth above, MSA has consistently acted in accordance with its policies in its actions. There was no complaint against Mr. Young for a hostile work environment. Instead, the anonymous complaint was regarding a hostile work environment as evidence by Ms. Atwood's behavior and treatment. In the investigation into that complaint, Ms. Atwood herself complained about Mr. Young, but no formal complaint was made. Then when Mr. Young was approached by one of the investigator's (and Ms. Atwood's friend) about the investigation, she immediately and summarily told him that she did not believe it was an employee issue but instead was a management issue. Mr. Young was in fact upset by the fact that the individual had already made a decision and/or reached a conclusion before even speaking with him. Mr. Young at that point objected to the interview.

Mr. Young's adverse reaction was a result of the investigator's statements regarding her alleged conclusions prior to any interview taking place – not toward Ms. Atwood. There is no causal connection between Ms. Atwood complaining in an interview about Mr. Young and MSA's determination to end her employment. Rather, any adverse action Ms. Atwood received has been

⁶ Ms. Atwood asserts that the disparate treatment can be confirmed by contacting the "MSA investigator." It is presumed that Ms. Atwood is referencing Christine DeVere, a former MSA employee and friend of Ms. Atwood. Ms. DeVere was not charged with investigating the accounting discrepancy issue – another person within MSA, Wendy Robbins – MSA ECP Representative/Investigator was.

exclusively caused by Ms. Atwood's conduct and disregard to management's verbal and documented instructions.

V. Response to Request for Information

A significant portion of the information identified in the EEOC's Request for Information has been furnished through the preceding sections and referenced exhibits. To ensure that MSA's submission provides all requested information, we will briefly address each of the specific information requests below:

1. Correct name and address of facility.
Please note that the Notice of Discrimination was sent to the incorrect address and returned to the EEOC. The correct address is:

Mission Support Alliance, LLC
Post Office Box 650, MSIN H1-21
2430 Stevens Center Place
Richland, Washington 99354
2. Total Number of Employees. In 2013, MSA had 1193 employees. In 2014, MSA had 1175 employees. Currently, in 2015 there are 1360 employees.
3. Organizational Chart, Statement or Document. A copy of the organization chart for the Portfolio Management Group is attached hereto as Attachment N.
4. Statement of Principal Product or Service. Please see section II.A. above.
5. Legal Status of Organization. Mission Support Alliance, LLC is a Washington limited liability corporation.
6. Contract with Any Agency of the Federal Government. Mission Support Alliance contracts with the U.S. Department of Energy and receives federal funding.
7. Written position statement. Please see sections I through IV above.
8. Rules, Policies and Procedures. All relevant rules, policies and procedures are attached hereto as Attachment F-K.

Issue: Hiring

1. Hiring Policies. A copy of MSA's hiring policies is attached hereto as Attachment L. Ms. Atwood, however, does not allege or raise a complaint that MSA failed to hire her in March of 2014. Instead, Ms. Atwood claims that she applied to a separate company,

Longenecker & Associates, Inc., and she did not get hired. MSA's hiring policies, therefore, do not appear to be at issue.

- 2-8. Sections 2-8 request information related to recruitment, review and evaluation and hiring for the position of the Tri-Party Agreement & Waste Modeling Consultant. The Tri-Party Agreement & Waste Modeling Consultant was not a position with MSA. As such, MSA did not have any involvement with the recruitment, review and evaluation and hiring for employment. Nor, outside of the statement attached, does MSA have any knowledge of the manner in which the position was filled or who filed it. Longenecker & Associates hired this position and there was no involvement in the process by MSA. A copy of Mr. Frei's statement is attached hereto as Attachment M.

Issue: Retaliation

1. Individuals Who Knew of Allegations of Discrimination. Ms. Atwood never filed a complaint of discrimination with MSA. Copies of the investigations into complaints raised against Ms. Atwood are attached hereto as Attachment O⁷.
2. MSA determined to end Ms. Atwood's employment on September 19, 2013.

VI. Conclusion

Ms. Atwood's claims are untimely and should be dismissed. Further, there is no basis in law or fact for her claims. MSA decided to end its employment relationship with Julie Atwood for legitimate, nondiscriminatory reasons. With no jurisdiction and no facts supporting the charge of discrimination, MSA respectfully requests that the Commission dismiss the charge of discrimination with a finding of no reasonable cause in this matter.

If you should need any additional information, please do not hesitate to contact me.

Sincerely,



Denise L. Ashbaugh

Attachments A-O

cc: Mission Support Alliance

⁷ The investigation file into the complaint contain confidential information and time records of employees not related to this matter. As such, the original complaint, a summary of the investigation and the conclusion are provided. If further documents are deemed necessary, MSA will work with the EEOC on how best to produce.