

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF IOWA
CENTRAL DIVISION**

EQUAL EMPLOYMENT)	
OPPORTUNITY COMMISSION,)	C.A. No. C02-3075MWB
)	
Plaintiff,)	
)	
v.)	SETTLEMENT AGREEMENT
)	
WYETH d/b/a FORT DODGE)	
ANIMAL HEALTH,)	
)	
Defendant.)	

1. This Settlement Agreement is made and entered into by and between Plaintiff, United States Equal Employment Opportunity Commission (hereinafter "EEOC") and Defendant, Wyeth d/b/a Fort Dodge Animal Health (hereinafter "Wyeth") (EEOC and Wyeth are collectively referred to herein as "the Parties").

2. On September 18, 2002, EEOC initiated this action by filing its Complaint against Wyeth. EEOC alleges that Wyeth violated Title VII of the Civil Rights Act of 1964, as amended, including, but not limited to, amendments authorized by the Civil Rights Act of 1991, 42 U.S.C. 2000 *et seq.* ("Title VII"), by subjecting Shelly Kirchhoff to a hostile working environment based on sex, and engaging in retaliation against Ms. Kirchhoff both for her complaints of sex-based harassment and for the filing of a charge with the EEOC.

3. On or about November 22, 2002, Wyeth filed its Answer and Affirmative Defenses to EEOC's Complaint, denying all allegations that Ms. Kirchhoff was subjected to a hostile working environment based on sex or that she was retaliated against.

4. In the interest of resolving this matter to avoid the further expense and uncertainty of litigation and as a result of having engaged in comprehensive settlement negotiations, the Parties have agreed that this action and all claims that the EEOC had or could have been brought based upon the facts of this action are finally resolved by the entry

of this Settlement Agreement. This Settlement Agreement is being entered into voluntarily and shall not constitute an adjudication and/or finding on the merits of this case. Neither this Settlement Agreement nor any actions taken pursuant to it shall be construed to be or shall be admissible in any proceeding as evidence of or an admission by Wyeth of any discrimination, sexual harassment or retaliation or any violation of, or failure to comply with, Title VII or any other equal employment law nor shall it be evidence of liability, res judicata or collateral estoppel in any other legal proceeding against Wyeth.

5. This Settlement Agreement constitutes the complete agreement between EEOC and Wyeth with respect to the matters referred to herein. No waiver, modification or amendment of any provision of this Settlement Agreement shall be effective unless made in writing, approved by all Parties to this Settlement Agreement and approved by the Court or ordered by the Court.

6. The duration of this Settlement Agreement shall be from the date of entry of this Settlement Agreement until the expiration of 14 months. During that time, this Court shall retain jurisdiction over this matter and the Parties for purposes of enforcing compliance with the Settlement Agreement, including issuing such orders as may be required to effectuate its purposes.

7. This Settlement Agreement shall apply only to the Animal Care Department at Fort Dodge Animal Health's facility in Fort Dodge, Iowa, as well as to those Wyeth employees with responsibility for implementing aspects of this Settlement Agreement who are located in Overland Park, Kansas and those Wyeth employees with responsibility for implementing aspects of this Settlement Agreement who are located in Madison, New Jersey.

8. Wyeth shall pay a total of forty-five thousand five hundred dollars (\$45,500.00) to Shelly Kirchhoff upon execution of a Release by her. The check shall be mailed certified mail, return receipt requested, to Shelly Kirchhoff at an address previously provided. A copy of the check shall be mailed simultaneously to the undersigned counsel for the EEOC.

9. Neither EEOC nor Wyeth make any representations, or assume any responsibility for any tax liability, assessments, interest, penalties and/or costs that Ms. Kirchhoff may or may not incur under local, state and/or federal laws by reason of the settlement funds paid under this Settlement Agreement. Wyeth shall issue a form 1099 for the total settlement amount.

10. Wyeth will implement and enforce, from the date of entry of this Settlement Agreement until the expiration of fourteen (14) months, the following procedures and practices at the Animal Care Department at Fort Dodge Animal Health in Fort Dodge, Iowa:

a. Complaint Procedures

The complaint procedure attached hereto as Exhibit A, entitled FDAH Internal Guidelines for Investigation of Sexual Harassment and Retaliation Complaints. As part of this policy, Wyeth shall provide its employees of the Animal Care Department with convenient, confidential (to the extent possible) and reliable mechanisms for reporting incidents of sex-based harassment and retaliation. Fort Dodge Animal Health shall maintain personnel charged with handling complaints of sex-based harassment and retaliation. Their names, responsibilities, work locations and telephone numbers shall be continually posted in the Animal Care Department. Fort Dodge Animal Health shall maintain, through Wyeth, a complaint hotline, for the purpose of allowing employees to make anonymous complaints regarding sex-based harassment and/or retaliation. Fort Dodge Animal Health shall make best efforts to complete all investigations relating to Complaints of sex-based harassment and retaliation in three (3) weeks, with written findings of the results of the investigation and the proposed remedial actions to be completed within seven (7) days of the completion of the investigation. The results of the investigation and the remedial actions taken must then be promptly communicated to the complaining party.

b. Reporting

Within seven (7) business days after the completion of any investigation of sex-based harassment or retaliation, Wyeth shall provide to the EEOC a summary of its investigation, including a copy of the written Complaint, if any, the results of the investigation and the remedial action, if any. If upon review of the investigation, the EEOC has reason to believe that the investigation was not conducted properly, the EEOC has, at its discretion, the right, upon reasonable notice, to interview witnesses and/or hire an external investigator at its expense.

c. Tracking

Wyeth shall design and implement a tracking system, whereby sex-based harassment and retaliation complaints shall be logged. The tracking system will enable Fort Dodge Animal Health to supplement its training programs with additional sex-based harassment and retaliation training for any department and/or individual whom Fort Dodge Animal Health deems in need of such additional training. The information that must be recorded in the tracking system includes, but is not limited to: (1) the accused's name; (2) department and building location where the accused works; (3) the accused's title and/or job classification; (4) summary of the Complaint; (5) date of the alleged offense; (6) date Complaint was filed; (7) date investigation was concluded; (8) summary of the conclusions of the investigation; and (9) disciplinary action taken, if any. For the duration of this Settlement Agreement, the EEOC has, at its discretion, the right, upon reasonable notice, to request copies of the information contained in said tracking system.

d. Training

Supervisors, managers and employees of the Animal Care Department at the Fort Dodge Animal Health facility in Fort Dodge, Iowa, shall be required to attend two training courses. The first training course shall be given within ninety (90) days of entry of this Settlement Agreement. The second training course must be given ninety (90) days prior to expiration of this Settlement Agreement. The training is to be provided by those Wyeth employees not located in Fort Dodge, Iowa who have been certified by ELI as trainers, and shall contain information regarding sex-based harassment and retaliation. In addition, the trainers must review the Memorandum Opinion and Order Regarding Defendant's Motion for Summary Judgment entered by Chief Judge Mark W. Bennett on February 16, 2004, to assist in the development and implementation of a training program that directly addresses the issues of this lawsuit.

11. Wyeth shall distribute to all employees in the Animal Care Department a memorandum from the Vice-Presidents of Operations and Global Research and Development. To ensure receipt of the memorandum, a supervisor in the Animal Care Department shall hand deliver the memorandum to each employee in the Animal Care Department and shall sign an acknowledgment that all Animal Care Department employees have received the memo.

12. Upon entry of this Settlement Agreement, Shelly Kirchoff will work in the general rotation of the Animal Care Department with each member of the Animal Care Department who is working in the general rotation unless she or any other member of the team has a medical restriction

13. Nothing in this Settlement Agreement vitiates the right of employees or their unions to file grievances under the collective bargaining agreement, including, but not

limited to, matters related to alleged sexual harassment or alleged improper disciplinary actions to the extent permitted by the applicable collective bargaining agreement. In the event any disciplinary action taken by Fort Dodge Animal Health is overturned by an arbitrator as the result of a union grievance, the decision of the arbitrator shall, to the extent required by law, be final and binding. The parties to this Settlement Agreement recognize that the unions and Fort Dodge Animal Health have certain obligations under the National Labor Relations Act; this Settlement Agreement will be administered consistent with federal labor and employment discrimination laws.

14. Within two (2) weeks after entry of this Settlement Agreement, Fort Dodge shall post in the Animal Care Department FDAH Internal Guidelines for Investigation of Sexual Harassment and Retaliation Complaints, in the form attached hereto as Exhibit A, and the names, responsibilities, work locations and telephone numbers of the personnel charged with handling complaints of sex-based harassment and retaliation at the facilities in Fort Dodge Iowa, in compliance with paragraph 10(a) above. These Notices shall be posted in prominent and conspicuous locations where notices to employees are customarily posted in the Animal Care Department at Fort Dodge's facilities in Fort Dodge, Iowa, and will be distributed to Wyeth employees with responsibility for implementing aspects of this Settlement Agreement who are located in Overland Park, Kansas as well as those Wyeth employees with responsibility for implementing aspects of this Settlement Agreement who are located in Madison, New Jersey. The Notices shall remain posted for the duration of this Settlement Agreement. In the event that the persons and/or departments to whom individuals should make complaints alleging sex-based harassment and/or retaliation change during the

term of the Settlement Agreement such that the information contained on the Notices is no longer accurate, Wyeth shall promptly revise the Notices so that they contain the correct information.

15. In the event that either party to this Settlement Agreement believes that the other party has failed to comply with any provision(s) of the Settlement Agreement, the complaining party shall notify the alleged non-complying party in writing of such non-compliance and afford the alleged non-complying party ten (10) business days to remedy the non-compliance or satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within ten (10) business days, the complaining party may apply to the Court for appropriate relief. In the event that, upon the expiration date of this Settlement Agreement, a dispute is pending pursuant to this paragraph, then the term of this Settlement Agreement shall be extended, with respect to the issue in dispute only, until such time as such dispute is resolved by the Parties or the Court.

16. Wyeth agrees to pay all costs associated with the administration of this Settlement Agreement, except as is specifically provided otherwise in this Settlement Agreement.

17. Each Party shall bear its own litigation costs and attorneys' fees associated with this litigation, and neither Party shall seek reimbursement for any outstanding litigation costs.

18. The parties hereby agree to execute and file a Stipulation and Joint Motion for Dismissal with Prejudice of all claims asserted in the lawsuit captioned Equal Employment Opportunity Commission vs. Wyeth, d/b/a Fort Dodge Animal Health, Civil Action No.

C02-3075MWB pending in the United States District Court for the Northern District of Iowa, Central Division, however, this Court will retain jurisdiction of this matter as specifically set forth in Paragraph 6 hereof.

19. Except as is otherwise provided for in this Settlement Agreement, all notifications, reports and communications to the Parties required under this Settlement Agreement shall be made in writing and shall be sufficient as hand-delivered or sent by first class mail to the following persons:

Deborah J. Powers, Esq.
Senior Trial Attorney
EEOC
310 West Wisconsin Avenue, Suite 800
Milwaukee, Wisconsin 53203
Facsimile: (414) 297-3146

C. T. Newsum, Esq.
Vice-President & Division Counsel
Fort Dodge Animal Health
9225 Indian Creek Parkway
Suite 400
Overland Park, KS 66210
Facsimile: (913) 664-7086

Any party may change such addresses by written notice to the other party, setting forth a new address for this purpose. Notwithstanding the provisions for notification contained in this paragraph, the Parties may send each other such notifications, reports and communications by facsimile transmission.

Agreed to in form and content:

FOR THE PLAINTIFF,

Equal Employment Opportunity Commission
310 West Wisconsin Avenue, Suite 800
Milwaukee, Wisconsin 53203
(414) 297-1111

/s/ Jean P. Kamp
Jean P. Kamp, Esq.
Regional Attorney

Dated: March 25, 2004

/s/ Deborah J. Powers
Deborah J. Powers, Esq.
Senior Trial Attorney

Dated: March 25, 2004

Agreed to in form and content:

FOR THE DEFENDANT,

Wyeth d/b/a Fort Dodge Animal Health

/s/ Neven J. Mulholland
Neven J. Mulholland, Esq.
Johnson, Erb, Bice, Kramer,
Good & Mulholland, P.C.
809 Central Avenue, Suite 600
P.O. Box 1396
Fort Dodge, IA 50501
(515) 573-2181

Dated: March 17, 2004

EXHIBIT A

**FDAH Internal Guidelines for Investigation
of Sexual Harassment and Retaliation Complaints**

Fort Dodge has a policy against sexual harassment, sex-based harassment and retaliation. These forms of harassment and retaliation are in violation of federal, state and local laws, and are against the policies of Fort Dodge. To ensure that all employees have a work-place free from such unlawful harassment and retaliation, Fort Dodge has implemented and will enforce the following guidelines for investigation of sexual harassment, sex-based harassment and retaliation complaints:

1. Sexual harassment, sex-based harassment and/or retaliation complaints will be accepted by Fort Dodge in writing and orally. There is no formal procedure required. Complaints made can be made to any of the following: (1) your supervisor; (2) the Fort Dodge Human Resources Department by contacting Amy Heide-Fischer at 515-955-4600, ext. 3909, or Scott Schmeichel at 913-664-7000, ext. 7078; (3) the Wyeth Corporate Human Resources Department by contacting Anne Radke at 973-660-5040; and (4) via the anonymous telephone hotline by dialing 1-800-675-4553. All sexual harassment, sex-based harassment and retaliation Complaints made at Fort Dodge are reviewed and monitored by Wyeth. If you have any questions during the pendency of the investigation you may contact Wyeth Corporate Human Resources Department at the number listed above.
2. All complaints of sexual harassment, sex-based harassment and/or retaliation will be investigated and addressed promptly. Fort Dodge shall make best efforts to investigate all complaints of sexual harassment, sex-based harassment and/or retaliation promptly and to complete investigations within three (3) weeks. Fort Dodge will further make best efforts to prepare its written findings of the results of each investigation and the remedial actions proposed within seven (7) days after completion of the investigation, and shall thereupon promptly communicate to the complaining party (if known), in writing, the results of the investigation and the remedial actions taken or proposed, if any.
3. Interviews of complaining parties, witnesses and accused individuals will be conducted in a manner, time and place which protects the confidentiality of the investigation, to the extent practical. This includes, but is not limited to, the interviewing party of witnesses and the complaining party in such a manner that her or his participation in the sexual harassment, sex-based harassment and/or retaliation investigation or complaint will remain inconspicuous to all of the employees in such party's work area.

4. Where appropriate under the circumstances, during the pendency of the investigation, Fort Dodge may transfer persons accused of having violated Fort Dodge's sexual harassment policy or persons who claim to have been victims of such violations, consistent with its obligations under its collective bargaining agreements. Fort Dodge may also permanently transfer employees found to have violated such policy, and, upon the request of the complaining party, may permanently transfer any complaining party whose allegations have been substantiated, consistent with its obligations under its collective bargaining agreements.
5. Fort Dodge shall make best efforts to ensure that appropriate remedial action is taken to resolve complaints and to avoid the occurrence of further incidents of sexual harassment, sex-based harassment and/or retaliation.
6. If you are not satisfied with the results of the investigation by Fort Dodge, you have the right to appeal such decision to Wyeth Corporate Human Resources Department. You can request an appeal by writing to Wyeth Corporate Human Resources Department at 5 Giralda Farms, Madison, NJ 07940, Attention: Anne Radke. You should include a copy of the written decision rendered by Fort Dodge, your name and the reasons why you believe the decision was incorrect. Wyeth will contact you within seven (7) days of receiving the written notice of appeal to schedule a confidential interview.
7. Fort Dodge has a policy prohibiting sexual harassment, sex-based harassment and/or retaliation and will not permit, condone or tolerate any unlawful harassment of its employees. Violations of any aspect of this policy or of the Fort Dodge Policy Statement on Sexual Harassment and Retaliation will result in prompt discipline, which may include, but is not limited to, suspension without pay, demotion, and/or termination.