

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,)	
)	
Plaintiff,)	Civil Action No. 04 C 3055
v.)	
)	Hon. Judge Aspen
)	Magistrate Judge Keys
CONTINENTAL AIRLINES, INC.)	
)	
Defendant.)	
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CONSENT DECREE

Introduction

1. Plaintiff U.S. Equal Employment Opportunity Commission (the "EEOC" or "Commission"), filed this action alleging that Continental Airlines, Inc. ("Defendant"), discriminated against Alaini L. Mustafaa ("Mustafaa") on the basis of her race, Black and sex, female, in that she was harassed, not supported by her supervisors, disciplined and demoted, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e *et seq.* ("Title VII"), and Title I of the Civil Rights Act of 1991, 42 U.S.C. § 1981a. The Court granted Defendant's motion for summary judgment with respect to EEOC's claims that Defendant discriminated against Mustafaa on the basis of race or sex with respect to lack of support of her supervisors, discipline, or demotion. The Court also granted Defendant's motion for summary judgment with respect to EEOC's claim that Mustafaa was harassed on the basis of her race. The Court denied Defendant's motion for summary judgment on EEOC's claim that Mustafaa was harassed on the basis of her sex.

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2. In the interest of resolving this matter and as a result of comprehensive settlement negotiations, the parties have agreed that this action should be finally resolved by entry of this Consent Decree. This Consent Decree fully and finally resolves any and all issues and claims arising out of the Complaint filed by the EEOC in this action regarding the Terminal Operations Department (or its equivalent) at Defendant's Chicago O'Hare facility.

FINDINGS

3. Having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, records and stipulations of the parties, the Court finds the following:

- a. This Court has jurisdiction of the subject matter of this action and of the parties.
- b. The terms of this Consent Decree are adequate, fair, reasonable, equitable and just. The rights of the parties and the public interest are adequately protected by this Consent Decree.
- c. This Consent Decree conforms to the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights or privileges of any person. The entry of this Consent Decree will further the objectives of Title VII and will be in the best interests of the parties and the public.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

NON-ADMISSIONS

4. Neither party admits to any of the claims or defenses raised or asserted by the other in this case, and this Decree shall not be construed as such an admission. This Consent Decree and compliance with this Consent Decree shall not be construed as an admission by the Defendant of any liability whatsoever, or as an admission by the Company of any violation of

the rights of Mustafaa or any person, or violation of any order, law, statute, duty, or contract whatsoever against Mustafaa or any person. Defendant specifically disclaims any liability to Mustafaa or any other person for any alleged violation of the rights of Mustafaa or any other person for any alleged violation of any alleged of any order, law, statute, duty, or contract on the part of Defendant.

Likewise, this Consent Decree shall not be construed as an admission by the EEOC of the validity of any Defendant's claims or Defenses raised in response to the allegations of discrimination raised in this case.

INJUNCTION AGAINST EMPLOYMENT DISCRIMINATION

5. Defendant shall not discriminate against any employee in its Terminal Operations department (or its equivalent) at its Chicago O'Hare facility on the basis of sex.

6. Defendant shall not retaliate against any person in its Terminal Operations department (or its equivalent) at its Chicago O'Hare facility because that person has opposed any policy or practice made unlawful under Title VII, has filed a charge with EEOC, or because of the person's participation in or cooperation with, the initiation, investigation, litigation, resolution and/or administration of any case under Title VII or asserted rights under this Consent Decree.

MONETARY RELIEF

7. To resolve the claims in this litigation, Defendant has paid \$40,000.

POSTING OF NOTICE


8. Within ten (10) business days after entry of this Consent Decree, Defendant shall post a same-size copy of the Notice attached as Exhibit A to this Consent Decree in a location in its Terminal Operations department (or its equivalent) at Defendant's Chicago O'Hare facility,

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where notices to employees and applicants for employment at such facility are normally posted. The Notice shall remain posted until that date which is eighteen (18) months from the date of entry of this Consent Decree. Defendant shall take all reasonable steps to ensure that its posting is not altered, defaced or covered by any other material. Defendant shall certify to the EEOC in writing within ten (10) days after the date of such posting that the copy of the Notice has been properly posted. Defendant shall permit a representative of the EEOC to enter its premises for purposes of verifying compliance with this Paragraph at any time during normal business hours and, provided that the EEOC complies with all federally required security measures.

RECORD KEEPING

9. For a period of eighteen (18) months following entry of this Consent Decree, Defendant shall document and maintain and make available for inspection and copying by the EEOC records of each gender discrimination complaint received by Defendant (whether written or oral) received by i) Defendant's Director of Diversity, ii) the General Manager for Defendant's Chicago O'Hare facility, or iii) the supervisors responsible for Lead Customer Service Agents or Customer Service Agents (or the equivalent to those positions) at Defendant's Chicago O'Hare facility alleging that Defendant has discriminated against any Lead Customer Service Agent or Customer Service Agent (or the equivalent to those positions) in its Terminal Operations Department (or its equivalent) at Defendant's Chicago O'Hare facility. For purposes of this paragraph, "complaint" shall be defined to mean (i) a written or oral statement by a Lead Customer Service Agent or Customer Service Agent at Defendant's O'Hare facility; (ii) that he/she has stated that he/she has been subjected to discrimination because of his/her gender. The documents required to be maintained under this Paragraph shall include the name, address, and telephone number of the complainant; details of the complaint; and details of all actions taken in



response to the complaint.

10. Defendant shall make all documents or records referred to in paragraph 8, above, available for inspection and copying within ten (10) business days after the EEOC so requests in writing. In addition, upon five (5) business days advance written notice by the EEOC, Defendant shall make available, at a mutually convenient time and place, all persons within its employ whom the EEOC requests for purposes of verifying compliance with this Consent Decree and shall permit a representative of the EEOC to enter its premises for such purposes, provided that EEOC complies with all federally required security measures.

11. Nothing in this Consent Decree shall be construed to limit any obligation Defendant may otherwise have to maintain records under Title VII or any other law or regulation.

REPORTING

12. Defendant shall furnish to the EEOC the following written reports semi-annually for a period of eighteen (18) months following entry of this Consent Decree. The first report shall be due six (6) months after entry of this Consent Decree. The subsequent report shall be due six months thereafter until that date which is eighteen (18) months after the date of entry of this Consent Decree. Each such report shall contain (a) the information required to be maintained pursuant to paragraph 9, above, and (b) a certification by Defendant that the Notice required to be posted pursuant to paragraph 8, above, remained posted during the entire six (6) month period preceding the report.

TRAINING

13. Defendant shall provide training on Title VII to all employees (management and non-management) in its terminal operations department at Defendant's Chicago O'Hare facility within three (3) months of the entry of this decree. This training shall include substantive

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discussion on sex discrimination, including specific discussion of the company's prohibition of harassment and discrimination, the procedure for reporting complaints, and the consequences of employees found to be engaged in harassment or discrimination.

14. Defendant shall provide the EEOC with the identities and credentials of the trainer(s), a description of the training, and an advance copy of any training materials. EEOC may make objections to the training materials if these objections are made to Defendant within two (2) weeks after Defendant provides a copy of the materials to the EEOC. If the parties cannot agree on a resolution of the EEOC's objections, the parties may invoke the dispute resolution procedures contained in paragraph 15 below.

DISPUTE RESOLUTION

15. In the event that either party to this Consent Decree believes that the other party has failed to comply with any provision(s) of the Consent Decree, the complaining party shall notify the other party of the alleged non-compliance and shall afford the alleged non-complying party ten (10) business days to remedy the non-compliance or to 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.

DURATION OF DECREE AND RETENTION OF JURISDICTION

16. All provisions of this Consent Decree shall be in effect (and the Court shall retain jurisdiction of this matter to enforce this Consent Decree) for a period of eighteen (18) months immediately following entry of the Consent Decree, provided, however, that if, at the end of the eighteen (18) months period, any disputes under paragraph 15, above, remain unresolved, the term of the Consent Decree shall be automatically extended (and the Court will retain

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jurisdiction of this matter to enforce the Consent Decree) until such time as all such disputes have been resolved.

MISCELLANEOUS PROVISIONS

17. Each party to this Consent Decree shall bear its own expenses, costs and attorneys' fees.

18. The terms of this Consent Decree are and shall be binding upon the present and future representatives, agents, directors and assigns of Defendant.

19. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of Defendant in their capacities as representatives, agents, directors and officers of Defendant, and not in their individual capacities.

20. When this Consent Decree requires the submission by Defendant of reports, certifications, notices or other materials to the EEOC, they shall be mailed to June Wallace Calhoun, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661. When this Consent Decree requires submission by the EEOC of materials to Defendant they shall be mailed to: Margaret Coullard Phillips, Esq., Continental Airlines, Inc., 15th Floor HQSLG, 1600 Smith Street, Houston, TX 77002, with a copy to Defendant's attorney, Keith C. Hult, Littler Mendelson, P.C., 200 North LaSalle Street, Suite 2900, Chicago, Illinois 60601.

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For the EQUAL EMPLOYMENT

For CONTINENTAL AIRLINES, INC.

OPPORTUNITY COMMISSION
500 West Madison Street, Suite 2800
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(312) 353-7259

RONALD S. COOPER
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Supervisory Trial Attorney

June Wallace Calhoun
Trial Attorney

ENTER

U.S. District Court Judge Aspen



Jennifer Vogel
Senior Vice President, General Counsel
Secretary, and Chief Compliance Officer
Continental Airlines, Inc.
15th Floor HQSLQ
1600 Smith Street
Houston, Texas 77002

Dated: 12/27/06

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Exhibit A

**NOTICE TO ALL EMPLOYEES AND APPLICANTS OF
CONTINENTAL AIRLINES, INC.**

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC v. Continental Airlines, Inc., 04 C 3055 (N.D. Illinois), settling a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC").

In its suit, the EEOC alleged that Defendant Continental Airlines, Inc., discriminated against a female employee at its Chicago O'Hare facility in that she was harassed, in violation of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq. ("Title VII").

To resolve this lawsuit the parties have entered into a Consent Decree, in which neither party admitted to any of the claims or defenses raised or asserted by the other in this case. The Consent Decree prohibits discrimination and provides appropriate relief.

This notice is to inform you that all employees have the right to work in an environment free of discrimination. You are further informed that the law prohibits retaliation against employees for engaging in their rights to complain about unlawful discrimination, to oppose discrimination, or to assist anyone you believe has been unlawfully discriminated against.

Continental Airlines remains committed to complying with and enforcing all laws prohibiting harassment, discrimination, and retaliation, including Title VII of the Civil Rights Act of 1964, as amended.

The EEOC enforces the federal laws against discrimination in employment on the basis of disability, race, color, religion, national origin, sex and age. If you believe you have been discriminated against, you may contact the EEOC at (312) 353-2713. The EEOC charges no fees and has employees who speak languages other than English.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This Notice must remain posted for eighteen (18) months from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to: Continental Airlines, Inc. Settlement, EEOC, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661.

Dated: 12/27/06



U.S. District Judge Aspen

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