

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

FILED

UNITED STATES DISTRICT COURT
ALBUQUERQUE, NEW MEXICO

MAY 20 2002

R. H. Thomas, Jr.
CLERK

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Plaintiff,

And

JANNA ROBERTS,

Plaintiff-Intervenor

v.

LOCKHEED MARTIN CORPORATION,
d/b/a LOCKHEED MARTIN MISSION
SYSTEMS,

Defendant.

CV 01-815 WJ/KBM

ORDER FOR DISMISSAL WITH PREJUDICE

Pursuant to the stipulation of the parties, and good cause appearing, this Court finds that the parties have reached a settlement of this matter resolving the claims of the EEOC, Jeanette Wolfe and Janna Roberts against Lockheed Martin Corporation d/b/a Lockheed Martin Mission Systems arising out to the issues in this lawsuit. The terms of the settlement are set forth in the Settlement Agreement incorporated in this Order and attached as Exhibit A. The Settlement Agreement is binding and enforceable at law or in equity.

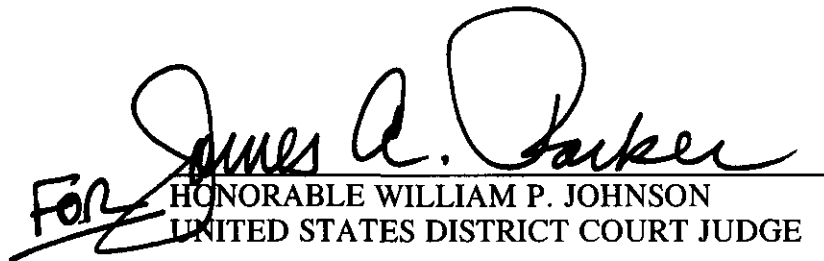
IT IS HEREBY ORDERED:

1. The Court shall retain jurisdiction over any action to enforce the Settlement Agreement for two years following entry of this Order; provided, however, that upon application of either party and good cause showing, in accordance with the terms of the Settlement Agreement attached hereto, the Court may extend the duration of its jurisdiction over any action to enforce compliance with the

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Settlement Agreement.

2. This action is hereby dismissed with prejudice, each party to bear hers or its own costs and attorney's fees incurred in this action as of the date of the entry of this Order.

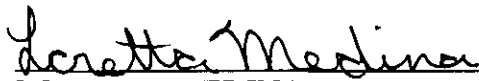

For HONORABLE WILLIAM P. JOHNSON
UNITED STATES DISTRICT COURT JUDGE

Submitted by:

MARY JO O'NEILL
Acting Regional Attorney

C. EMANUEL SMITH
Supervisory Trial Attorney

Equal Employment Opportunity Commission
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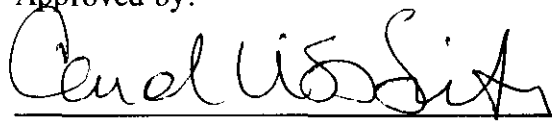

LORETTA MEDINA
Senior Trial Attorney

VERONICA A. MOLINA
Trial Attorney

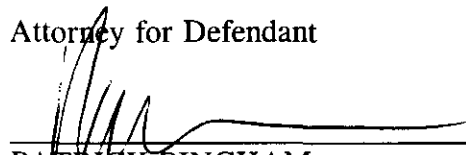
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505 Marquette NW, Suite 900
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Attorney for Plaintiff Intervenor,
Janna Roberts

IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW MEXICO

EQUAL EMPLOYMENT OPPORTUNITY)
COMMISSION,)

Plaintiff,)

and)

Janna Roberts,)

Plaintiff-Intervenor)

v)

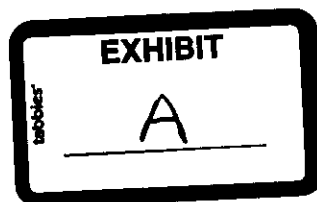
No. CV-01-815 WJ/KBM

LOCKHEED MARTIN CORPORATION,)
d/b/a LOCKHEED MARTIN MISSION)
SYSTEMS,)

Defendant.)

SETTLEMENT AGREEMENT

The United States Equal Employment Opportunity Commission (the "Commission" or "EEOC") filed this action ("lawsuit") against Lockheed Martin Corporation ("Defendant") d/b/a Lockheed Martin Mission Systems ("LMMS") to enforce Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq. (Title VII) and the Civil Right Act of 1991, 42 U.S.C., §1981a. In the Complaint, the Commission alleged that current LMMS employee Janna Roberts and former LMMS employee Jeanette Wolfe were subjected to sexual harassment by their immediate supervisor, a former employee of Defendant, in violation of Title VII. It was also alleged that Ms. Wolfe was subjected to harassment based upon her gender and that she was forced to resign as a result of LMMS' failure to effectively remedy her environment. Defendant



has denied the allegations contained in the Complaint and contends that the EEOC has no authority to bring the Lawsuit because of, *inter alia*, lack of standing, laches, and unclean hands.

Charging Party Janna Roberts has intervened in this case.

This Settlement Agreement does not constitute an admission of liability by the Defendant, nor an adjudication on the merits of the allegations of the Complaint in the lawsuit.

CLAIMS RESOLVED

1. This Settlement Agreement resolves all claims of the EEOC against the Defendant, its stockholders, predecessors, officials, officers, representatives, directors, agents, employees, parents, subsidiaries, affiliates, attorneys, and divisions, including but not limited to LOCKHEED MARTIN MISSION SYSTEMS, and all other persons and entities acting by, through, under, or in concert with any of them, for back pay, compensatory and punitive damages, interest, injunctive relief, attorneys' fees and costs arising out of the allegations in the lawsuit.

2. The EEOC agrees that it will not use Janna Roberts' Charge of discrimination, the lawsuit, or this Settlement Agreement as a basis to pursue future claims of discrimination against Defendant on behalf of any individual.

3. Within ten days of the entry of this Settlement Agreement, Defendant agrees to pay Janna Roberts the sum of \$140,000.000 as compensatory damages and to pay Jeanette Wolfe the sum of \$60,000.00 as compensatory damages, as well as to resolve the EEOC's claims for compensatory damages on their behalf. Defendant will make these payments directly to Ms. Roberts and her counsel and to Ms. Wolfe at her address via certified mail. Defendant will issue appropriate 1099s to each woman. Defendant makes no representation as to the propriety of the tax treatment to be given to such payments. Within ten days of issuance of the settlement funds

to these two women, Defendant shall submit a copy of the checks and any related correspondence to the Regional Attorney, Equal Employment Opportunity Commission, Albuquerque District Office, 505 Marquette NW, Suite 900, Albuquerque, NM 87102-2189.

LMMS' POLICIES AND PRACTICES

4. In consideration for the EEOC's release of claims contained in Paragraph 1 above, Defendant agrees to the following provisions to be applied and limited to Defendant's Albuquerque, New Mexico facility of Lockheed Martin Mission Systems ("LMMS-Albuquerque") for the duration of this Settlement Agreement:

- A. LMMS-Albuquerque reaffirms its compliance and agrees to continue to comply with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. §2000e et seq. and the Civil Rights Act of 1991, 42 U.S.C. §1981a.
- B. LMMS-Albuquerque shall not take any action to discriminate against or retaliate against Janna Roberts or Jeanette Wolfe based on the opposition to any practice made an unlawful employment practice by Title VII, or based on the filing of a charge, or testimony, assistance or participation in any manner in an investigation, proceeding or hearing under Title VII.
- C. LMMS-Albuquerque shall not take any action to discriminate against or retaliate against any witness who testified, assisted, or participated in any manner in the lawsuit.
- D. LMMS-Albuquerque reaffirms and agrees that it shall enforce policies and practices that provide a work environment free from sex discrimination and gender discrimination, including policies and practices to prevent sexual harassment or gender harassment of its employees and other individuals, and

allows employees and other individuals to raise concerns or complaints about matters made unlawful by Title VII, whether alleged, perceived or actual without retaliation, such policies and practices to include the following:

(1) within ninety (90) days of the entry of this Settlement Agreement, to review its existing policies on sex or gender discrimination, including sexual harassment and gender harassment, and make any changes thereto that LMMS-Albuquerque deems necessary in order to assure that such policies comply with Title VII and foster an environment in which employees will be encouraged to complain about alleged sex or gender discrimination and sexual or gender-based harassment.

(2) Any revised policy and procedure statements that are provided to employees will be designed to present easily understood, convenient, consistent, confidential, and reliable procedures for reporting incidents of sexual harassment, gender harassment, and retaliation in LMMS-Albuquerque, and include the following:

E. LMMS Human Resources Department shall designate a representative to serve as investigative officer for sexual harassment issues at LMMS-Albuquerque within thirty (30) days of the entry of this Settlement Agreement.

F. Within thirty (30) days of the entry of this Settlement Agreement, LMMS shall also designate an appropriate individual who has executive supervisory and managerial responsibility over the above-designated investigative officer to supervise the investigative officer and/or serve as an alternate investigative officer.

- G. Within thirty (30) days of the entry of this Settlement Agreement and for the duration of this Agreement, the names, relevant responsibilities, work locations, and telephone numbers of the investigative officer and the supervisory investigative officer will routinely and continuously be posted and provided to all employees at LMMS-Albuquerque so that an employee at LMMS-Albuquerque seeking such name can enjoy anonymity and remain inconspicuous to other employees.
- H. For the duration of this Settlement Agreement, complaints of sexual harassment, gender harassment, or retaliation will be accepted in writing, orally, or anonymously and will be taken seriously and investigated promptly.
- (1) Only those who have an immediate need to know, including the investigative officers, other LMMS executive officers, the alleged target of harassment or retaliation, the alleged harasser(s) or retaliator(s) and any witnesses, may be informed by LMMS of the identity of the complainant.
 - (2) During an investigation of a sexual harassment or gender harassment complaint of an employee, the investigative officer(s) shall endeavor to immediately identify and interview all known affected employees and potential witnesses to the alleged harassment.
 - (3) All parties contacted in the course of an investigation will be advised that any retaliation or reprisal against an individual who is an alleged target of harassment or retaliation, who has made a complaint, or who has provided evidence in connection with a complaint will not be tolerated and could result in disciplinary action.

- I. Each investigative officer has or will receive thorough training about sexual harassment and gender harassment and will have the responsibility for expeditiously investigating all complaints. This training shall be in addition to that provided to all employees under Paragraph M below.
- J. The investigative officer will recommend remedial measures, if appropriate, based upon the results of the investigation. LMMS-Albuquerque will promptly consider the investigative officer's recommendation and will determine and implement the appropriate remedial measures, if any, which it deems necessary and reasonable under the circumstances.
- K. The investigative officer will maintain a file on the original complaint(s) and any follow-up investigation for the duration of this Settlement Agreement.
- L. LMMS managers, officials, agents, or employees who engage in sexual harassment or retaliation, who fail to cooperate with company-sponsored investigations of sexual harassment or retaliation, or who refuse to implement remedial measures will be advised that they may be sanctioned severely by suspension or dismissal.
- M. LMMS-Albuquerque shall provide training for all LMMS-Albuquerque employees on sex discrimination, gender discrimination, sexual harassment, gender-based harassment, and retaliation as follows:
 - (1) Two hours of training sessions annually for LMMS-Albuquerque-employees shall be conducted during the term of this Settlement Agreement. All managers, supervisors and employees of LMMS-Albuquerque shall attend the training. Duplicative sessions may be held

to accommodate staffing or facility needs. Employees who cannot personally attend an annual training session shall be required to view a videotape covering the topics described in Paragraph M (5) below. However, any LMMS-Albuquerque employee on approved leave at the time of such annual training session shall view such videotape within thirty (30) days of his or her return to the workplace. LMMS shall retain for the duration of this Settlement Agreement a registry of attendance and/or registry of video presentation attendance. LMMS-Albuquerque shall be responsible for all costs associated with this training.

- (2) The said training shall be conducted within four months of the entry of this Settlement Agreement. Additional training shall be conducted at least annually during the term of this Settlement Agreement.
- (3) The training described in this Paragraph M will be conducted by Maureen Liebler, LMMS Vice President for Human Resources in conjunction with Nettie Horne, LMMS Vice President and General Counsel, or their respective successors.
- (4) The training sessions agreed to by Paragraph M herein shall include two hours of instruction, to include time for questions and answers and the presentation described in Paragraph M (6) below. All personnel designated in Paragraph M above shall both register and attend the training. LMMS shall report in writing and in affidavit form to the Regional Attorney of the Commission's Albuquerque District Office at 505 Marquette NW, Suite 900, Albuquerque, New Mexico 87102-2189,

twice during the term of this Settlement Agreement that LMMS-Albuquerque has met the terms of Paragraph M.

- (5) The training sessions agreed to in Paragraph M, at a minimum shall include the subjects of: what constitutes sex discrimination, including sexual harassment, harassment based on gender, and retaliation; that sex or gender discrimination in the hiring, firing, compensation, assignment or other terms, conditions or privileges of employment and retaliation violates Title VII; how to prevent sex or gender discrimination and retaliation; how to provide a work environment free from sex or gender discrimination, sexual harassment, gender harassment and retaliation; and to whom and by what means employees may complain if they feel they have been subjected to sex or gender-based discrimination, sexual harassment, gender harassment or retaliation in the workplace.
- (6) Included in the training sessions, Phil Shiver, or his successor as the On-Site Program Manager at LMMS-Albuquerque shall speak to the employees about: (a) potential discipline that can be taken against supervisors, managers and employees who commit acts of sex or gender discrimination, sexual harassment, gender harassment or retaliation or who allow sex or gender discrimination, sexual harassment, gender harassment or retaliation to occur in the workplace; (b) the importance of maintaining an environment free of sex and gender discrimination, sexual harassment, gender harassment and retaliation; and (c) the employer's

policies regarding sex and gender discrimination, sexual harassment, gender harassment and retaliation.

N. For the duration of this Settlement Agreement, within thirty (30) days of hire, all new employees at LMMS-Albuquerque shall view a video tape of the training held pursuant to paragraph M and shall be given any written material disseminated at the training.

O. LMMS-Albuquerque will provide the Commission through the duration of this Settlement Agreement any video taped presentations conducted pursuant to paragraph M or N.

5. Defendant reaffirms that Robert Wilhelm is no longer employed with Defendant and it will notify EEOC within ten (10) days of his rehire if he is ever rehired.

REPORTS, INSPECTION AND POSTING

6. LMMS shall report in writing and in affidavit form to the Regional Attorney of the Commission's Albuquerque District Office at 505 Marquette NW, Suite 900, Albuquerque, New Mexico 87102-2189, twice during the term of this Settlement Agreement that LMMS-Albuquerque has met the terms of this Agreement to include forwarding the video(s) and registry of those persons attending training required by this Agreement; forwarding copies of any revisions to policies on sex or gender discrimination; reporting that LMMS policies on sex or gender discrimination have been distributed pursuant to this Agreement and the dates of such distribution; and that the posting of Exhibit A has been continuous for the reporting period.

7. The Commission retains its existing rights under federal anti-discrimination law and with reasonable notice, to enter and inspect the premises of LMMS-Albuquerque.

8. LMMS shall post within thirty (30) days of the entry of this Settlement Agreement and continuously for the duration of this Settlement Agreement, in prominent places frequented by employees in all LMMS Albuquerque, New Mexico facilities, the Notice attached to this Settlement Agreement as Exhibit A. This Notice shall be the same type, style and size as in Exhibit A.

COSTS, FEES, FILING, AND DURATION OF AGREEMENT

9. Each party shall bear hers or its costs and attorneys' fees incurred as a result of the lawsuit through the filing of this Settlement Agreement and the entry of an Order of Dismissal of the lawsuit. A copy of this Settlement Agreement will be attached to the Order of Dismissal with Prejudice to be filed in this case.

10. This Settlement Agreement is enforceable for a period of two years from the date of entry of the Order of Dismissal. This Settlement Agreement shall expire by its own terms at the end of two years after the date of entry of the Order of Dismissal, without further action by the parties.

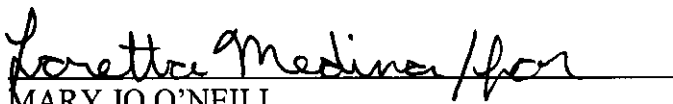
11. In the event of an alleged breach of this Settlement Agreement, the parties agree that the U.S. District Court for the District of New Mexico retains jurisdiction of this action for the duration of this Agreement and that either party may seek compliance with this Agreement by petitioning the U.S. District Court for the District of New Mexico. In the event the Court determines that either party has failed to comply with this Agreement, the Court may order appropriate relief at law or in equity, including but not limited to, specific performance and extension of this agreement for such period as may be necessary to remedy the noncompliance.

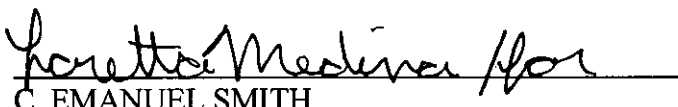
A COPY OF THIS SETTLEMENT AGREEMENT SHALL HAVE THE SAME FORCE AND EFFECT AS THE ORIGINAL.

APPROVED AND CONSENTED TO:

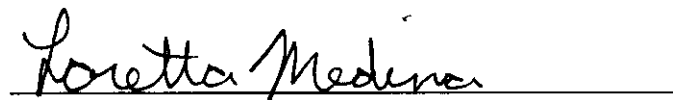
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Attorney for Defendant

NOTICE TO ALL EMPLOYEES
LOCKHEED MARTIN MISSION SYSTEMS-Albuquerque, N.M.

It is unlawful under federal law (Title VII of the Civil Rights Act) and state law to discriminate against an employee on the basis of sex in hiring, firing, compensation or other terms and conditions or privileges of employment, including sexual harassment.

LMMS-Albuquerque Policy

LMMS prohibits all forms of sex discrimination, including sexual harassment.

Prohibited sexual harassment can include the following conduct:

- 1. unwelcome touching of a sexual nature;**
- 2. unwelcome discussion of sexual jokes and sexual behavior;**
- 3. unwelcome requests for dates, sexual favors and propositions;**
- 4. unwelcome actions or conduct that have the effect of creating an intimidating or hostile environment based on sex, such as blocking an individual's exit, entry or ability to freely move about in the workplace; and**
- 5. distribution in the workplace of cartoons, pictures or drawings of a sexual nature.**

LMMS does not tolerate discrimination on the basis of sex or gender and will not retaliate against any employee who opposes a practice made unlawful under federal law, files, assists or participates in the filing of a charge of discrimination or participates in any investigation under Title VII, or who files a grievance alleging discrimination.

If you believe you are being sexually harassed, discriminated against or retaliated against you must report this to your supervisor for resolution or to **(fill in designated name)**, LMMS' designated investigative officer who may be contacted at **(fill in designated name)**.

If you believe you have been discriminated against by LMMS you have the right to file a charge with the EEOC or the New Mexico Department of Labor. You also have the right to contact them at:

- 1) Equal Employment Opportunity Commission (EEOC), 505 Marquette N.W., Suite 900, Albuquerque, New Mexico 87102, (505) 248-5201 or toll free at 1-800-669-4000; or,
- (2) The New Mexico Department of Labor, Human Rights Division ("HRD"), 1596 Pacheco St., Suite 103, Santa Fe, New Mexico 87505, (505) 827-6838.