

RECEIVED IN THE UNITED STATES DISTRICT COURT  
FOR THE MIDDLE DISTRICT OF ALABAMA  
NORTHERN DIVISION

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U. S. DISTRICT COURT  
MIDDLE DIST. OF ALA.

BARBARA STREET, TERESA  
MANDERVILLE AND JACQUELINE  
MASSEY

Plaintiffs,

vs.

LONDON INTERNATIONAL GROUP, LLC,  
formerly known as Schmid Laboratories, LLC

Defendant.

Civil Action No: CV-99-<sup>A</sup>8-674-N

EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

Plaintiff,

vs.

ALADAN CORP./  
LONDON INTERNATIONAL GROUP

Defendant.

Civil Action No. CV-99-T-1089-N ✓

CONSENT DECREE

I. INTRODUCTION

Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000e et seq., guarantees  
workers that they will be free from employment discrimination on the basis of sex and race.

EOD

6/7/00

On July 2, 1999 Plaintiffs Barbara Streeter, Jacqueline Massey and Teresa Manderville filed a Complaint against London International Group, LLC (an entity now known as SSL U.S. Manufacturing, LLC) (LIG) alleging retaliation, harassment on the basis of their race and sex, and discrimination on the basis of their race and sex in violation of Title VII of the Civil Rights Act of 1964, as amended, and 42 U.S.C. § 1981. LIG filed an Answer denying the allegations and raising various defenses.

On September 16, 1999, the Equal Employment Opportunity Commission ("EEOC") filed suit in this Court against Aladan Corp. (a corporation separate and apart from LIG that no longer exists) and LIG. The EEOC's Complaint alleged that LIG's Eufaula facility discriminated against Loretta Johnson, Molinda Jacobs, Mary Culver, Joann Ford, Alicia Green and a class of similarly situated individuals by subjecting them to a racially hostile environment, a sexually hostile environment, different terms and conditions of employment based upon race and discharge based upon race and/or retaliation.

Aladan was never served. LIG was served in early January, 2000 and on or about March 3, 2000 LIG timely filed an Answer in which it denied the alleged unlawful conduct against Loretta Johnson, Molinda Jacobs, Mary Culver, Joann Ford, Alicia Green and a class of similarly situated individuals, if any, and raised various defenses.

On or about March 16, 2000 Loretta Johnson, Molinda Jacobs, Mary Culver, Joann Ford, Alicia Green, Barbara Streeter, Teresa Manderville and Jacqueline Massey (hereinafter the Plaintiff-Intervenors) filed a Complaint in Intervention alleging that they were discriminated against on the basis of a racially and sexually hostile environment, sexual harassment, retaliation and disparate treatment in violation of Title VII of the Civil Rights Act of 1964, as amended, and 42 U.S.C.

Section 1981. LIG filed an Answer to the Complaint in Intervention, denying the unlawful conduct alleged by Plaintiff-Intervenors, and raised various defenses.

On or about April 4, 2000 LIG filed a Motion to Consolidate the two cases. The Court hereby grants LIG's Motion to Consolidate.

## **II. GENERAL PROVISIONS**

The Plaintiff, Plaintiff-Intervenors and the Defendant, being desirous of settling this action by Consent Decree, agree to the jurisdiction of this Court concerning questions of the employment practices of the Defendant as outlined above.

This Decree, being entered into with the consent of the EEOC, the Plaintiff-Intervenors and LIG, shall not constitute an adjudication or finding on the merits of the case, and shall in no manner be construed as an admission by LIG of any violation of the Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C § 1981, or any other applicable federal or law. LIG is entering into this Decree for the sole purpose of avoiding the expense and uncertainty of further litigation and continues to say that it has not violated any person's rights under the law.

This Decree is binding upon the EEOC, the Plaintiff-Intervenors and LIG as to the issues resolved herein. In the event LIG closes, sells, or otherwise transfers the Eufaula facility to a person or entity not a party to this Decree ("Third Party"), LIG shall be relieved from all non-monetary obligations under the Decree. LIG further agrees that it will inform the EEOC of any such closure, sale or transfer of the Eufaula facility so that EEOC will be informed of the consequent cessation of non-monetary relief under the Consent Decree. Notwithstanding any other provision in this Consent Decree, the EEOC, the Plaintiff-Intervenors and LIG all agree that in the event of a sale or transfer of the Eufaula facility to any Third Party, such Third Party will not be bound by any

provision of this Decree, by successorship or otherwise, absent the Third Party's express and written assumption of any such provision. The claims resolved by this Decree are those which were alleged in Charges of Discrimination numbers 130-97-1947, 130-97-1949, 130-97-2110, 130-97-2846, 130-97-1946 and 130-98-2047, and all other claims asserted in the Complaint and/or Complaint in Intervention in the above styled lawsuits. The EEOC and LIG agree that this Consent Decree does not resolve any charges which may be pending with the EEOC, or which may be filed in the future with the EEOC, other than those charges specifically referred to in this Consent Decree.

The Court being fully advised of the premises does hereby **ORDER, ADJUDGE** and **DECREE** as follows:

## **II. SPECIFIC PROVISIONS**

A. This Court has jurisdiction to decide this controversy as to the EEOC, the Plaintiff-Intervenors and LIG. This Court will retain jurisdiction for the next eighteen (18) months so that any dispute arising out of the administration of this Decree can be adjudicated. This Decree shall expire by its own terms eighteen (18) months after its execution.

B. LIG will immediately post the Notice attached hereto as Exhibit "A" in a prominent and conspicuous place, at its Eufaula facility, visible to all employees. The Notice shall remain posted for the duration of this Consent Decree.

C. As a condition of receipt of any monetary payment the Plaintiff-Intervenors shall be required to sign a Settlement Agreement, General Release and Waiver as agreed upon by Defendant's counsel and Plaintiff-Intervenors' counsel.

D. LIG will pay to the Plaintiff-Intervenors through their counsel the amount of \$500,000.00 as monetary settlement of these lawsuits and EEOC Charge numbers 130-97-1947, 130-

97-1949, 130-97-2110, 130-97-2846, 130-97-1946 and 139-98-2047. The settlement amount will be for compensatory damages and attorney's fees as the parties have mutually agreed and the court hereby determines the Plaintiffs are not entitled to any backpay. The payments to the Plaintiff-Intervenors will be made to their counsel no later than fourteen days from the date of the signing of this Consent Decree, provided, however, that notwithstanding any other provision of this Decree, no money shall be released to any Plaintiff-Intervenor until LIG receives the fully executed and notarized original Settlement Agreement, General Release and Waiver agreed to by counsel for Plaintiff-Intervenors and Defendant.

E. Within thirty days of the receipt of Settlement Agreements set forth in paragraph D, above, a copy of the check(s) and the certified mail receipt and correspondence evidencing payment will be mailed by LIG to Pamela K. Agee, Senior Trial Attorney, EEOC, Birmingham District Office, 1900 Third Avenue, North, Birmingham, Alabama 35203.

F. By December 1, 2000, LIG will pay \$125,000 in compensatory damages to individuals who are identified by the EEOC as aggrieved individuals, in amounts to be determined by the EEOC. Each check shall be sent to each identified individual by certified United States mail, return receipt requested. At the same time that LIG pays the identified aggrieved individuals LIG shall send a copy to the EEOC, c/o Pamela K. Agee, Senior Trial Attorney, EEOC, 1900 Third Avenue North, Birmingham, AL 35203, of each check mailed to said individuals as proof of payment. Upon LIG's receipt of proof of delivery, LIG shall send the EEOC, c/o Pamela K. Agee, Senior Trial Attorney, EEOC, 1900 Third Avenue North, Birmingham, AL 35203, a copy of each return receipt. This payment will be for settlement in full of EEOC Charge numbers 130-97-1947, 130-97-1949, 130-97-2110, 130-97-2846, 130-97-1946 and 130-98-2047 and this lawsuit for the

aggrieved individuals identified by the EEOC. No later than November 15, 2000 the EEOC will provide the Defendant with executed Releases, a sample copy of which is attached hereto as Exhibit "B", of those individuals that it has identified as aggrieved individuals.

G. The Defendant shall not retaliate in any manner against the Plaintiff-Intervenors or any person who participated in this lawsuit or in the investigation of EEOC Charge of Discrimination numbers 130-97-1947, 130-97-1949, 130-97-2110, 130-97-2846, 130-97-1946 and 130-98-2047.

H. Within three months of the signing of this Decree, LIG will establish and distribute a zero tolerance policy concerning sexual harassment, racial harassment and retaliation to all current and any new employee hired thereafter at its Eufaula facility.

I. Every six months, for the duration of this Decree, LIG will report to the EEOC any complaints of racial or sexual harassment that it has received at its Eufaula facility, the results of the investigation and what, if any action it took in response to the complaint.

J. LIG shall continue to utilize in Eufaula its Equal Opportunity and Harassment Policy with the issue date of August 28, 1990 and revision date of February 10, 1994.

K. Within three months of the signing of this Decree, LIG will provide training to its Eufaula management employees on federal employment laws and specifically Title VII of the Civil Rights Act of 1964, as amended, in the form of at least one four hour seminar by instructors of its choice who are competent to so. (The Defendant may use, but is not required to use, the EEOC's Employer Specific Training for the training.) The employees who attend the training sessions will be required to sign an attendance roster. The Defendant agrees that copies of said roster and an outline or program of the training course shall be mailed to Pamela K. Agee, Senior Trial

Attorney at 1900 3rd Avenue, North, Birmingham, AL 35203 within 30 days of each training session. LIG shall provide a similar training session during the last six months of the Decree period. Unless the Eufaula facility is closed, sold or otherwise transferred to a Third Party, this provision shall remain in effect during the duration of the Decree.

L. Within three months of the signing of this Decree LIG will provide training to its non-management Eufaula employees on Federal Employment Laws and specifically Title VII of the Civil Rights Act of 1964, as amended, in the form of at least one hour seminar by instructors of its choice who are competent to so. (The Defendant may, but is not required to use the EEOC's Employer Specific Training for the training.) The employees who attend the training sessions will be required to sign an attendance roster. The Defendant agrees that copies of said roster and an outline or program of the training course shall be mailed to Pamela K. Agee, Senior Trial Attorney at 1900 3rd Avenue, North, Birmingham, AL 35203 within 30 days of each training session. LIG shall provide a similar training session during the last six months of the Decree period. Unless the Eufaula facility is closed, sold or otherwise transferred to a Third Party, this provision shall remain in effect during the duration of the Decree.

M. Within three months of the signing of this Decree LIG will provide training, to those individuals responsible for investigating harassment complaints, in Eufaula, on how to investigate sexual harassment and racial harassment complaints and on the appropriate actions to take upon the completion of the investigation. LIG shall provide a similar training session during the last six months of the Decree period. Unless the Eufaula facility is closed, sold or otherwise transferred to a Third Party, this provision shall remain in effect during the duration of the Decree.

N. Within three months of the signing of this Decree, LIG will institute a program wherein thereafter it will train all new Eufaula employees on sexual harassment, racial harassment, retaliation and the zero tolerance policy, including giving each new employee a copy of the policies and discussing the policies with each new employee. Unless the Eufaula facility is closed, sold or otherwise transferred to a Third Party, this provision shall remain in effect during the duration of the Decree.

O. Within three months of the signing of this Decree, LIG will establish and distribute in its Eufaula facility a zero tolerance policy concerning sexual harassment, racial harassment and retaliation to all current and any new Eufaula employees hired thereafter. Unless the Eufaula facility is closed, sold or otherwise transferred to a Third Party, this provision shall remain in effect during the duration of the Decree.

P. LIG has asserted that it has a policy of providing only neutral references for its employees and former employees. Based upon that assertion, LIG will provide a neutral reference for those Charging Parties and aggrieved individuals identified by the EEOC in the future who have left the employment of LIG. That reference shall include name, date of hire, last date of employment held and position(s) held and shall state that this is LIG's policy concerning all reference requests.

Q. LIG will follow its policy of providing only a neutral reference if any potential employer contacts it about the Charging Parties and aggrieved individuals identified by the EEOC in the future. LIG will not disclose any documents relating to the Charging Parties and aggrieved individuals identified by the EEOC in the future concerning any disciplinary and/or discharge

information except by court order or as required by the United States government to establish compliance for the purposes of government contracts.

R. LIG will provide the EEOC with the name, last known address, phone number and social security number of all female and African-American employees employed at its Eufaula facility between January 1, 1997 and the present within 30 days of the signing of this Consent Decree.

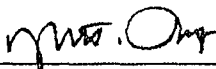
S. LIG will pay the costs of notice publication in the Montgomery Advertiser and Eufaula Tribune for three consecutive Sundays.

T. LIG will pay the cost of the mediation of this case.

U. LIG, the EEOC, and the Plaintiff-Intervenors shall each be responsible for their own attorneys' fees and costs in this litigation.

If the terms and conditions of this Decree are violated or breached during the life of this Decree, as set forth above, the parties may petition the Court for further Orders, adjudication and relief in this matter.

DONE and ORDERED this 7<sup>th</sup> day of June, 2000.

  
UNITED STATES JUDGE

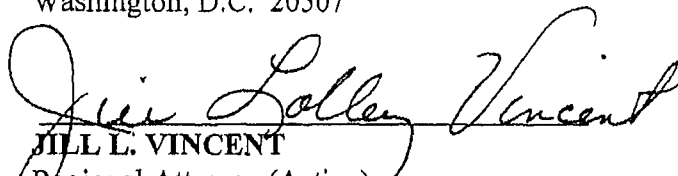
**By Consent:**

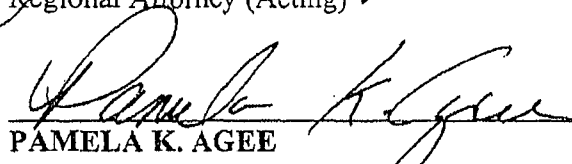
**FOR EQUAL EMPLOYMENT OPPORTUNITY COMMISSION**

**C. GREGORY STEWART**  
General Counsel

**GWENDOLYN YOUNG REAMS**  
Associate General Counsel

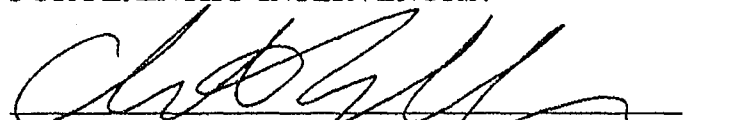
Equal Employment Opportunity Commission  
1801 "L" Street, Northwest  
Washington, D.C. 20507

  
**JILL L. VINCENT**  
Regional Attorney (Acting)

  
**PAMELA K. AGEE**  
Senior Trial Attorney

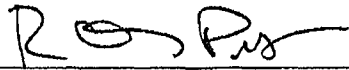
Equal Employment Opportunity Commission  
Birmingham District Office  
1900 Third Avenue, North  
Birmingham, Alabama 35203-2397

**FOR PLAINTIFF-INTERVENORS:**

  
**CHRISTIAN ROBERSON**  
**PLAINTIFF-INTERVENORS' ATTORNEY IN FACT**

Roberson & Roberson  
Suite 300  
Lakeview School Building  
808 29<sup>th</sup> Street, South  
Birmingham, AL 35205

**FOR LONDON INTERNATIONAL GROUP, LLC  
(NOW KNOWN AS SSL U.S. MANUFACTURING, LLC):**



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**R. DAVID PROCTOR  
STEVEN M. STASTNY  
LONDON INTERNATIONAL GROUP, LLC'S  
ATTORNEYS IN FACT**

Lehr Middlebrooks Price & Proctor, P.C.  
2021 3<sup>rd</sup> Avenue, North  
Suite 300  
Birmingham, AL 35203

**N O T I C E**

**AS REQUIRED UNDER THE TITLE VII OF THE CIVIL RIGHTS ACT  
OF 1964, AS AMENDED**

LONDON INTERNATIONAL GROUP, LLC agrees to the following:

1. Federal law requires that there be no discrimination against any employee or applicant for employment, because of such person's sex and/or race.
2. London International Group, LLC supports and will comply with such federal laws in all respects and will not discriminate against any employee because of the person's sex and/or race.
3. London International Group, LLC affirms that it is unlawful for an employer to discriminate against an employee by sex and/or race in work environment or in any other terms and conditions of employment. It further affirms that it is unlawful for an employer to in any manner retaliate against any individual who opposes or assists one in opposing sex and/or race discrimination in any term or condition of employment.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
London International Group, LLC

**EXHIBIT A**

**R E L E A S E**

I, \_\_\_\_\_, for and in consideration of the promise by London International Group, LLC to pay to me the gross sum of \$ \_\_\_\_\_, agree to the following:

I, \_\_\_\_\_, hereby release and forever discharge London International Group, LLC, SSL Americas, Inc., SSL U.S. Manufacturing, LLC and their employees, agents, directors, officer, successors, associate and affiliates and each of them, from any and all Title VII claims asserted in Civil Action # CV-99-T-1089-N and EEOC Charge Numbers 130- 97-1947, 130-97-1949, 130-97-2110, 130-97-2846, 130-97-1946 and 130-98-2047.

I understand that London International Group, LLC has not admitted liability to me or to anyone else by the payment recited herein or otherwise.

It is my understanding that by signing this Release and accepting the monetary relief provided hereunder, that I am in effect resolving any and all claims that I may have for reinstatement to any position with London International Group, LLC, SSL Americas, Inc., or SSL U. S. Manufacturing, LLC.

This document and the Consent Decree filed in this lawsuit recite the full and complete terms of this agreed Release given by myself, \_\_\_\_\_, to London International Group, LLC, SSL Americas, Inc. and SSL U.S. Manufacturing, LLC.

Sworn and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2000.

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

**EXHIBIT B**