

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF NEW YORK

-----X  
EQUAL EMPLOYMENT OPPORTUNITY :  
COMMISSION, :  
:

Plaintiff, :

and :

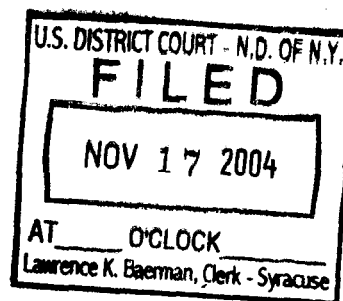
VIRGINIA GRANDY-ROBBINS, :

Plaintiff-Intervenor, :

v. :

DIELECTRIC LABORATORIES, INC. :

Defendant. :  
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5:02-CV-1242 (NAM/GJD)

**CONSENT DECREE**

This cause of action was initiated on September 27, 2002 by the Equal Employment Opportunity Commission (hereinafter "Commission" or "EEOC"), an agency of the United States Government. The Complaint alleged that Dielectric Laboratories, Inc. (hereinafter referred to as "DLI") violated the Civil Rights Act of 1964, as amended 42 U.S.C. §2000(e), et. seq. (hereinafter "Title VII"), by subjecting Virginia Grandy-Robbins ("Grandy-Robbins") and other Native Americans to national origin harassment and constructive discharge. On March 3, 2003, a Complaint-in-Intervention was filed on behalf of Virginia Grandy-Robbins which alleged violations by DLI of Title VII and New York Executive Law section 296, as well as retaliation.

The Defendant denies that it engaged in the unlawful conduct alleged in the Complaint and Complaint-in-Intervention. Nevertheless, the EEOC, Grandy-Robbins and Defendant desire to amicably resolve and settle all disputes and matters now in controversy between them. Therefore, the parties do hereby stipulate and consent to the entry of this Decree to avoid the time and

expense of further litigation.

In consideration of the mutual promises of each party to this Decree, the sufficiency of which is hereby acknowledged, it is agreed and **IT IS ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. The Court has jurisdiction over the parties and the subject matter of this action. The parties agree that venue is proper and that all administrative prerequisites have been met.
2. This Consent Decree is final and binding between the parties signatory hereto and resolves all pending issues and claims alleged in the Complaint in this action. The terms of this Agreement represent the full and complete agreement of the parties. This Decree in no way affects the EEOC's right to process any future charges that may be filed against Defendant in accordance with standard EEOC procedures, and to commence civil actions on any such charges.
3. No party shall contest the validity of this Decree nor the jurisdiction of the federal district court to enforce this Decree and its terms or the right of any party to bring an enforcement suit upon breach of any of the terms of this Decree by the other party. Breach of any term of this Decree should be deemed to be a substantive breach of this Decree. The EEOC shall determine whether DLI has complied with the terms of this Decree and shall be authorized to seek compliance with the Decree in the United States District Court.
4. The term DLI shall include DLI, its officers, owners, managers, successors, and agents.

5. DLI is hereby enjoined from discriminating against any individual because of the individual's national origin or subjecting any employee to harassment based on an individual's national origin. In furtherance of this commitment, DLI shall conspicuously post and maintain, at its facility, the Notice on EEOC letterhead, appended hereto as Exhibit "A", in a prominent place where employee notices are posted. This Notice shall remain posted for the duration of the Consent Decree.

6. Also in furtherance of its commitment to provide equal employment opportunities to Native Americans, DLI commits it will actively recruit Native Americans for available positions. This will be accomplished by notifying the Oneida Nation Human Resources Department, or another Native American organization mutually agreed upon by the parties, that there are openings at DLI and informing them of the appropriate mechanism for applying.

7. DLI is enjoined from retaliating against Virginia Grandy-Robbins, Jaime Lane (formerly Blackford), Mary Homer Cook, William Cureton, Luanne M. George, Bud Homer, Stewart Homer, Carl Jacobs, William Jolley, Marsha Lane, or Daniel Thomas (jointly Claimants) for asserting their rights under Title VII. DLI further agrees not to retaliate against any individual who has filed a charge, given testimony or assistance in connection with the investigation of these charges or these actions, or asserted his or her rights under Title VII.

8. In settlement of this dispute, within ten (10) days of the receipt of a fully-executed release by DLI or the execution of this Decree, whichever is the later, DLI shall pay a total of \$200,000 (two hundred thousand dollars) to Virginia Grandy-Robbins, Jaime Lane (formerly Blackford), Mary Homer Cook, William Cureton, Luanne M. George, Bud Homer, Stewart

Homer, Carl Jacobs, William Jolley, Marsha Lane, and Daniel Thomas. The money shall be distributed to each Claimant in the gross amounts set forth below in exchange for a fully-executed release. DLI agrees to pay an amount up to \$1000.00 (one thousand dollars) to an attorney, mutually agreed upon by the parties, to review and provide legal advice to Claimants, other than Grandy-Robbins, regarding this release. DLI will issue an IRS Form 1099 to each Claimant, who will be responsible for any taxes owed by him or her with respect to these payments. DLI shall pay to the following individuals the amount indicated, in compensatory damages:

Virginia Grandy-Robbins	\$140,000
Jaime Lane (formerly Blackford)	\$8,000
Mary Homer Cook	\$5,000
William Cureton	\$4000
Luanne M. George	\$5,000
Bud Homer	\$5,000
Stewart Homer	\$5,000
Carl Jacobs	\$5,000
William Jolley	\$9,000
Marsha Lane	\$9,000
Daniel Thomas	\$5,000

9. The check to Grandy-Robbins will be made payable to Virginia Grandy-Robbins and Mackenzie Hughes LLP, as attorneys, and forwarded to Mackenzie Hughes LLP, PO Box 4967, Syracuse, New York 13221-4967. The remaining checks shall be issued directly to the other claimants by certified mail, return receipt requested, at the following addresses:

Jaime Lane (formerly Blackford)  
490 Hardscrabble Road  
Shelburne, NY 13460

Mary Homer Cook  
P.O. Box 310  
Hogansburg, New York 13655

William Cureton  
5907 Peterboro Road  
Munnsville, New York 13409

Luanne M. George  
1110 Wolf Street Apt. 2  
Syracuse, NY 13205

Bud Homer  
3302 Runners Rd.  
Oneida, NY 13421

Stewart Homer  
P.O. Box 221  
Plymouth, New York

Carl Jacobs  
c/o Robbins  
6669 Airport Road, Lot 21  
Hamilton, NY 13346

William Jolley  
Oneida Indian Territory  
Box 20  
Hamilton, NY 13421

Marsha Lane  
490 Hardscrabble Road  
Shelburne, NY 13460

Daniel Thomas  
c/o Heather Panzica  
242 N. Main Street  
Oneida, NY 13421

A copy of each check shall be forwarded to Nora E. Curtin, Senior Trial Attorney, of the EEOC, upon issuance of the check.

10. Defendant will answer any and all inquiries by prospective employers of any claimant consistent with its current policy by stating that he or she worked at or was employed by DLI and the dates of employment. Defendant will give prospective employers no other information regarding any of the claimants.

11. All management and supervisory employees of Defendant shall be required to attend two sessions of intensive training of at least two (2) hours duration (a total of 4 hours) over the duration of the Decree. The training shall address equal employment opportunity rights and responsibilities, with a focus on national origin harassment, and procedures for handling complaints of discrimination. Within 30 days of the entry of this Decree, Defendant shall submit for EEOC approval a general outline of the curriculum for this training. A certificate or other proof of completion of this training by all applicable employees shall be provided to the EEOC no later than six (6) months from the Court's approval of this Consent Decree. Proof of the second session shall be submitted to the EEOC within 10 days of the session. All new management employees shall receive this training within 90 (ninety) days of hire or promotion into management.

12. All non-management and non-supervisory employees of Defendant shall be required to attend two one (1) hour training sessions (a total of two (2) hours) over the duration of the Decree regarding equal employment opportunity rights and responsibilities, with a focus on national origin discrimination, harassment, and the procedures for reporting complaints of discrimination. A certificate or other proof of completion of the first training session employees shall be provided to the EEOC no later than six (6) months from the Court's approval of this Consent Decree. Proof of the second session shall be submitted to the EEOC within 10 days of the session. All new non-management employees shall receive this training within 90 (ninety) days of hire. The cost of all training will be incurred by the Defendant.

13. Within three months of the date of entry of this Decree, DLI shall implement and publish to all employees a policy and procedure for addressing national origin harassment and retaliation. Defendant shall revise its policies on Equal Employment Opportunity and Harassment to contain an equal employment opportunity policy and anti-harassment policy with a detailed complaint procedure that includes: (a) a clear explanation of prohibited conduct; (b) the assurance that employees who make complaints of discrimination or provide information related to such complaints will not be retaliated against; (c) a clearly described complaint process that provides alternative and accessible avenues of complaint; (d) the assurance that the employer will accept any and all complaints from employees who wish to file complaints internally with the Company; (e) the assurance that the employer will protect the confidentiality of complaints to the extent possible; (f) a complaint process that provides a prompt, thorough, and impartial investigation, and (g) the assurance that the Defendant will take immediate and appropriate corrective action when it determines that discrimination has occurred.

This revised policy will specifically apply to all forms of discrimination protected under Federal law, not just national origin harassment. The revised policy set forth in this paragraph shall be included in management or employee handbooks and distributed and signed for by each of Defendant's employees within four months of the entry of this Decree or within 90 days of hire.

14. For the duration of this Decree, on a bi-annual basis beginning six months after the effective date of the Decree, DLI shall provide a written report to the Legal Unit of EEOC, New York District Office, regarding any and all complaints of retaliation and/or harassment based on Native American heritage from employees which were received during the preceding six months. DLI shall provide to the Legal Unit of EEOC, New York District Office, the name of the complainant, the allegations, the results of any investigation, and remedial action, if any, taken by DLI.

15. Each party shall bear its own attorney fees and costs incurred in this action.

16. This Decree will remain in effect until December 31, 2006.



Dated: November 2, 2004

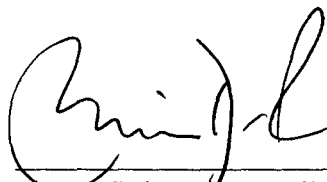
Dated: November 3, 2004

**EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION**

**DIELECTRIC LABORATORIES  
INC.**



Elizabeth Grossman  
Regional Attorney (Acting)  
New York District Office  
33 Whitehall Street, 5<sup>th</sup> Floor  
New York, New York 10004  
(212) 336-3693



By: Brian K. DuPell  
President

Dated: October 29, 2004

**VIRGINIA GRANDY-ROBBINS**



SO ORDERED.

Date:

November 17, 2004

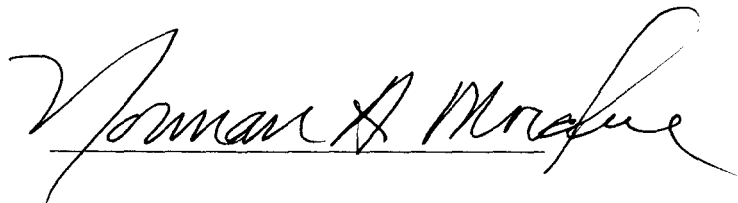


Exhibit A



**U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION  
New York District Office**

**33 Whitehall Street, 5<sup>th</sup> Floor  
New York, NY 10004-2112  
Phone: (212) 336-3620  
General Fax: (212) 336-3625  
TTY: (212) 336-3622**

**NOTICE TO ALL EMPLOYEES**

This notice is being posted pursuant to a settlement in E.E.O.C. and Virginia Grandy-Robbins v. Dielectric Laboratories, Inc.; 5:02-CV-1242 (NAM)(GJD) (N.D.N.Y). In that lawsuit, the E.E.O.C. alleged that Dielectric Laboratories, Inc. violated Title VII of the Civil Rights Act of 1964 in that it created a hostile work environment for employees of Native American heritage. Dielectric denies that it engaged in the unlawful conduct alleged in the Complaint.

Federal law prohibits harassment or any other discrimination of an employee because of his or her national origin. Federal law also prohibits retaliation against any individual by an employer because the individual complains about discrimination, cooperates in an internal or governmental investigation of a charge of discrimination, participates as a witness or potential witness in litigation, or otherwise exercises his or her rights under the law.

Should you have any complaints of discrimination, you may contact your Human Resources Department and:

Equal Employment Opportunity Commission  
Buffalo Local Office  
6 Fountain Plaza, Suite 350  
Buffalo, New York 14202

(716) 551-4441

**THIS IS AN OFFICIAL NOTICE AND SHALL NOT BE DEFACED BY ANYONE**

This notice must remain posted until December 31, 2006 and may not be altered, defaced, or covered by any other material.