

~~United States Court
Southern District of Texas
FILED
NOV 01 2005
Michael N. Milby, Clerk~~

Defendant.

[illegible]

JURY TRIAL DEMANDED

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Agreement”). SABIC’ consent to the entry of this Consent Decree is contingent upon Mrs. Zouein’s execution of the Settlement Agreement. A copy of the Settlement Agreement shall be provided to the EEOC.

The Commission and the Defendant stipulate to the jurisdiction of the Court and to satisfaction of all administrative prerequisites. The parties further waive hearing and entry of findings of fact and conclusions of law on all issues.

It is therefore ORDERED that:

1. This Consent Decree is entered in full and complete settlement of any and all non-monetary claims arising out of or contained in this lawsuit, Civil Action No. H-05-3364, and in EEOC Charge No. 330-2005-00547 (the “Charge”) and any claims that have been asserted or could have been asserted by Mrs. Zouein in this litigation or in the Charge, or otherwise concerning her employment, including the termination of her employment, with SABIC. The Consent Decree and the settlement agreement constitute full and complete settlement of any and all claims arising out of or contained in this lawsuit.

2. SABIC agrees it will not engage in any employment practices which violate Title VII by unlawfully retaliating against any individual because of her complaints of discrimination, or because she opposed any practice made an unlawful employment practice by Title VII, or because she opposed a practice which she reasonably believed to be unlawful under Title VII, or because she filed a Charge of Discrimination with the EEOC, or provided testimony or evidence related to this lawsuit or to the investigation of EEOC Charge No. 330-2004-03364.

3. During the thirty month period from the entry of this Decree, Defendant

will provide, using an attorney, on at least two occasions a training program on employment discrimination, including Title VII, to all of SABIC's human resources staff as well as all SABIC supervisors and/or managers (in both an acting and permanent capacity). The training shall include specific instruction regarding gender discrimination, and instruction on avoiding unlawful retaliation against employees who complain about conduct which they believe to be discrimination based on sex, national origin or any other discrimination made unlawful by Title VII and/or the Equal Pay Act and in the first training session, a summary of the terms of this Consent Decree and the Settlement Agreement, without disclosing monetary provisions. The training shall indicate that conduct of the type referenced in Exhibit B will justify severe disciplinary action up to and including termination. The training shall also include familiarizing trainees with the EEOC website and EEOC guidance regarding sex discrimination and retaliation, noting the Commission's position on these issues irrespective of the trainer's views of whether or not those positions are currently consistent with circuit court decisions. The first training shall be completed within six months from the date the Consent Decree is entered. The second training shall occur approximately twelve months thereafter. Prior to such training, the Houston District Office of the EEOC shall receive a copy of the training presentation outline. No later than a month prior to the training, Defendant shall provide the Commission with a list of all topics that will be covered. In planning to provide the training, it should be contemplated that a pretest and post test of all trainees will be undertaken to establish a baseline of their level of understanding both before and after the training as to conduct which violates the statutes. The training event shall be planned to take at least two hours during the first year of delivery and at least an hour and

a half in the succeeding year. The training cannot take place until the Commission authorizes the use of the proposed topic list and also authorizes the specific trainer(s) that will be selected to provide the training. If a new general manager is appointed and/or assumes his or her duties after the second training event has taken place, but within the thirty month period covered by this Decree, he or she shall be briefed and provided with a copy of this Decree, the charges, the LOD and the Settlement Agreement within two months of the appointment. If requested, the Commission agrees that its Regional Attorney will meet with the General Manager to discuss this case.

4. Within ten (10) days after the completion of each separate training event, the EEOC shall be provided with a statement listing the date(s) on which the training was completed; the names and signatures of all attendees, their job titles, the location at which they work; all topics in the training presentation outline that were covered, the length of the training, the identity of the trainer(s) and the tentative plans to provide the training to any supervisors and/or managers who were not able to attend the training.

5. SABIC agrees that within twenty-one days after entry of this Decree it will conspicuously post the attached notice (Exhibit "A") in an area accessible to all employees at each of SABIC's facilities for a period of two years from the date the Decree is signed.

6. The execution of a release and settlement satisfactory to Mrs. Zouein and her attorney is a condition precedent to the effectiveness of this settlement. Similarly, the execution of this settlement by SABIC is conditioned on the execution of the separate settlement with Mrs. Zouein.

7. SABIC will maintain a written equal employment opportunity policy

which sets forth the requirements of federal laws against employment discrimination and specifically those provisions which make sex discrimination unlawful and which make it unlawful to retaliate against any current or former employee because she opposed any practice made unlawful by Title VII, or because she opposed a practice which she reasonably believed to be unlawful under Title VII, or because she filed a Charge of Discrimination with the EEOC or otherwise made a complaint of discrimination. The policy maintained will set forth the concepts embodied by the following statement:

SABIC is firmly committed to developing and maintaining a zero-tolerance policy concerning sex discrimination, and retaliation against individuals who report discrimination or harassment in the company's workplace; to swiftly and firmly respond to any acts of sex discrimination, or retaliation of which the company becomes aware; to implementing discipline that is designed to strongly deter acts of sex discrimination or retaliation; and to actively monitoring its workplace in order to ensure tolerance, respect and dignity for all people.

8. SABIC agrees to segregate in separate, confidential folders all documents related to Mrs. Zouein's Charge of Discrimination and the Commission's lawsuit. These documents shall not be part of her personnel file. Further, SABIC agrees its managerial employees and Human Resource staff will not reference any of the following to any potential employer of Mrs. Zouein: her Charge, the Commission's lawsuit, or this Consent Decree entered in the Commission's lawsuit.

9. SABIC agrees to provide prospective employers of Mrs. Zouein with a positive job reference, as agreed upon with her counsel, a copy of which will be provided to the Commission.

10. SABIC agrees that written authority from the General Manager will be required to access email of employees who make complaints of discrimination, whether

internally or to the Commission. The memo shall set forth the grounds justifying the access and the fact that an employee has made an internal or external complaint will not independently warrant accessing his or her email.

11. SABIC shall develop explicit procedures calculated to upgrade the professionalism of its internal investigations. An investigative report is required and must indicate who was interviewed, why they were interviewed, whether or not other potential witnesses were interviewed (and, if not, why not) and all interview notes, witness statements and reports shall be retained. Employees accused of misconduct or other wrongdoing shall be given clear and timely notice of all accusations against them and an opportunity to respond to the accusations. SABIC reiterates its policy of not seeking to intimidate any employees who complain about misconduct, are accused of misconduct or are interviewed as witnesses in regard thereto. In any instance where more than two SABIC representatives attend and/or participate in interviewing a witness, a complainant or an employee who has been accused of misconduct, a memo explaining the presence of more than two representatives shall be prepared and retained as part of the investigative records. Similarly, in any instance where the Defendant utilizes a police officer, security guard or other person to participate in escorting a disciplined employee from the premises, a memo shall be prepared and retained as part of the investigative records explaining why that approach was undertaken.

12. SABIC pledges its cooperation with any investigations undertaken by the EEOC during the term of this Consent Decree whether or not same are in any way related to the charge that precipitated this action. This pledge of cooperation includes an agreement to not unreasonably oppose requests for production of relevant documentation

or access to witnesses. SABIC will appoint an independent liaison with authority to work out any problems with the Commission which may arise. SABIC will appoint a liaison who is acceptable to the EEOC. SABIC agrees that no assertion of attorney client or other privilege exists as to internal investigations of harassment or retaliation claims (unless it explicitly waives the affirmative defense that it did an appropriate investigation)

13. On four occasions, at eight month intervals, starting four (4) months from the date of entry of this Decree, SABIC shall provide to the Houston District Office of the EEOC a report on its efforts to comply with the terms of the Decree. These reports and all other reports provided pursuant to the Consent Decree should be directed to the attention of the current regional attorney, Jim Sacher, or his successor. The last report is due two months before the expiration of the thirty month term of this Decree.

14. This Decree shall remain in effect for thirty months from the date of signing. During the period that this Decree shall remain in effect, the Court shall retain jurisdiction to assure compliance with this Consent Decree and to permit entry of such further orders or modifications as may be appropriate. The EEOC is specifically authorized to seek Court-ordered enforcement of this Consent Decree. In the event of a claimed breach of any provisions herein, the EEOC shall provide SABIC with notice of the breach and provide an opportunity for SABIC to cure the alleged breach within thirty days before resort to the Court unless the EEOC claims that the breach would warrant granting an application for a temporary restraining order. By signing this Consent Decree, the parties agree to not file any appeal seeking to be relieved of any or all of the terms of the Consent Decree, and to oppose any filing that is made that would seek any diminution of the SABIC's undertakings herein.


15. This Consent Decree shall be binding on SABIC and any purchaser, including successors-in-interest. SABIC will provide prompt notice to the EEOC of any transfer of ownership within a month of signing a letter of intent or within two weeks of the change of ownership, whichever event occurs earliest. This duty of notice applies whether or not the matter is characterized as an asset sale. SABIC will promptly notify any purchaser, including successors-in-interest, of the existence and terms of this Consent Decree.

16. Nothing in this Consent Decree shall be construed to preclude the Commission from filing a separate action under Title VII or any other statute which the Commission enforces in the future for any alleged violations by SABIC not resolved by this Consent Decree and/or not part of the Charge.

17. Each signatory certifies that he or she is authorized to execute this document on behalf of the party or parties whom he or she represents.

18. Except as provided herein, the parties shall bear their own costs and attorney fees.

Signed this 9th day of November, 2005 at Houston, Texas.


Keith Ellison
United States District Judge

AGREED AND CONSENTED TO:

ATTORNEY FOR PLAINTIFF
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

By: Jim Sacher

Jim Sacher
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(713) 209-3398
Fax: (713) 209-3402

ATTORNEY FOR SABIC
FULBRIGHT & JAWORSKI

By: A. J. Harper II

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ATTORNEY FOR SUHEIR ZOUEN
SHELLIST, LORE & LAZARZ

By: Mark Lazarz

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Telephone: (713) 621-2277
Fax: (713) 621-0993

EXHIBIT "A"

U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

Houston District Office

Mickey Leeland Federal Building
1919 Smith Street, 7th Floor
Houston, Texas 77002-8049
PH: (713) 209-3320
TTY: (713) 209-3439
FAX: (713) 209- 3381

**NOTICE TO THE EMPLOYEES OF
SABIC AMERICA**

THIS NOTICE IS POSTED PURSUANT TO A CONSENT DECREE ENTERED INTO BETWEEN THE EEOC AND SABIC America REGARDING A CLAIM OF RETALIATION IN THE WORK PLACE PURSUANT TO TITLE VII OF THE CIVIL RIGHTS ACT OF 1964.

1. Federal law requires that there be no discrimination against any employee or applicant for employment because of the employee's sex, race, color, religion, national origin, age or disability with respect to compensation, hiring or other terms, conditions or privileges of employment.
2. SABIC AMERICA supports and will comply with such Federal law in all respects and will not take any action against employees because they have exercised their rights under the law by making an internal complaint of retaliation, filing charges with the Equal Employment Opportunity Commission (EEOC) or providing information to the EEOC.
3. Any employee who believes that he or she has been the target of harassive or retaliatory conduct should immediately report that concern to the General Manager who shall investigate that concern pursuant to SABIC's anti retaliation policies.

SIGNED this _____ day of October, 2005.

(Name)
(Title)
SABIC America

This OFFICIAL NOTICE shall remain posted for two (2) years from date of signing.

EXHIBIT B

The training that shall be conducted pursuant to the Consent Decree shall include advising attendees of the severe disciplinary consequences that can be imposed upon any supervisory employee who retaliates against any current or former employee who has filed an external or internal complaint about conduct which that person believes to be discriminatory based on sex or other basis made unlawful by Title VII. Examples of acts of retaliation can include, but are not limited to, each of the following:

- a) destroys any documentation relevant to a Commission investigation;
- b) increases scrutiny of employees known to have filed an external or internal complaint that they are being discriminated against and/or retaliated against by employees and/or supervisors employed by the Company;
- c) encourages anyone to falsely accuse a co-worker of misconduct because the co-worker has made an external or internal complaint of employment discrimination;
- d) misrepresents that an investigation has been undertaken;
- e) does not conduct a fair investigation in response to an external or internal complaint of discrimination or retaliation;
- f) encourages, authorizes or mandates obtaining any emails sent or received by the employee who has made an internal or external complaint of discrimination without proper authorization from the General Manager;
- g) intentionally acts in a manner that suggests that an employee's opposition to perceived discrimination is insubordinate or evinces disloyalty to SABIC;
- h) disparages a current or former employee because of his or her external or internal complaint of discrimination; and/or

- i) provides a negative reference to a prospective employer concerning a current or former employee because, in whole or part, that person's external or internal complaint of discrimination or retaliation.