

IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF SOUTH CAROLINA  
COLUMBIA DIVISION

**FILED**

APR 13 2000

LARRY W. PROPPES, CLERK  
COLUMBIA, S.C.

entered 4-13-00

EQUAL EMPLOYMENT OPPORTUNITY	)	CIVIL ACTION NO.
COMMISSION,	)	3 99-2380 17BC
	)	
Plaintiff,	)	
	)	
v.	)	<u>CONSENT DECREE</u>
	)	
LUCENT TECHNOLOGIES/AT&T SYSTEMS,	)	
	)	
Defendant.	)	

The Equal Employment Opportunity Commission (the "Commission") instituted this action pursuant to Section 706(f)(1) of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. Section 2000e, et seq., ("Title VII") and Section 102 of the Civil Rights Act of 1991, 42 U.S.C. § 1981a.

Defendant Lucent Technologies, Inc. ("The Defendant") denies the allegations contained in the Complaint in this matter and nothing herein shall be construed for any purpose as an admission of such allegations.

The Commission and the Defendant agree that the subject matter of this action is proper and hereby stipulate to jurisdiction of the Court over the parties.

The parties have advised this Court that they desire to resolve the allegations in the Complaint without the burden, expense, and delay of further litigation.

It is therefore the finding of this Court, made on the pleadings and the record as a whole, that: (1) the Court has jurisdiction over the parties and the subject matter of this

action; (2) the purpose and provisions of Title VII will be promoted and effectuated by the entry of the Consent Decree; and (3) this Decree resolves all matters in controversy between the parties as provided in paragraphs 1 through 15 below.

It is therefore ORDERED, ADJUDGED AND DECREED as follows:

1. Defendant shall not discriminate against applicants or employees on the basis of race by denying equal employment opportunities to persons because of their race.
2. Defendant shall not discriminate or retaliate against any person because of opposition to any practice made unlawful under Title VII, or because of the filing of a charge, the giving of testimony or assistance, or the participation in any investigation, proceeding or hearing under Title VII.
3. Defendant shall pay Harry E. Bronson the sum of Eight Thousand Dollars (\$8,000) in settlement of his claims. Defendant shall make payment by issuing a check payable to Harry E. Bronson. Payment shall be made within thirty days after the Court approves this Consent Decree, and Defendant shall mail the check to Harry E. Bronson. Defendant shall mail to Mindy E. Weinstein, Regional Attorney, or her successor, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery to Harry E. Bronson.
4. Defendant shall pay Kieron J. Phelps the sum of Nine

Thousand Four Hundred and Fourteen Dollars (\$9,414) in settlement of his claims. Defendant shall make payment by issuing a check payable to Kieron J. Phelps. Payment shall be made within thirty days after the Court approves this Consent Decree, and Defendant shall mail the check to Kieron J. Phelps. Defendant shall mail to Mindy E. Weinstein, Regional Attorney, or her successor, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery to Kieron J. Phelps.

5. Defendant shall pay Herman L. Gates the sum of Twelve Thousand Nine Hundred and Sixty-Six Dollars (\$12,966) in settlement of his claims. Defendant shall make payment by issuing a check payable to Herman L. Gates. Payment shall be made within thirty days after the Court approves this Consent Decree, and Defendant shall mail the check to Herman L. Gates. Defendant shall mail to Mindy E. Weinstein, Regional Attorney, or her successor, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery to Herman L. Gates.
6. Defendant shall pay Anthony Bell the sum of Twelve Thousand Nine Hundred and Sixty-Six Dollars (\$12,966) in settlement of his claims. Defendant shall make payment by issuing a check payable to Anthony Bell. Payment shall be made within

thirty days after the Court approves this Consent Decree, and Defendant shall mail the check to Anthony Bell.

Defendant shall mail to Mindy E. Weinstein, Regional Attorney, or her successor, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery to Anthony Bell.

7. Defendant shall pay Miguel Jones the sum of Three Thousand Dollars (\$3,000) in settlement of his claims. Defendant shall make payment by issuing a check payable to Miguel Jones. Payment shall be made within thirty days after the Court approves this Consent Decree, and Defendant shall mail the check to Miguel Jones. Defendant shall mail to Mindy E. Weinstein, Regional Attorney, or her successor, Equal Employment Opportunity Commission, 129 West Trade Street, Suite 400, Charlotte, NC 28202, a copy of the check and proof of its delivery to Miguel Jones.
8. Defendant and the EEOC acknowledge that four of the five individuals, namely Harry E. Bronson, Kieron J. Phelps, Herman L. Gates, and Anthony Bell, have been promoted during the EEOC and SHAC investigation, or since the EEOC lawsuit was filed.
9. Defendant shall provide Miguel Jones preference, as available, for training and for work on jobs in South Carolina and North Carolina, which include tasks chargeable

to Work Operation Code 427 (digital cross connect systems such as DACS I, DACS II, DACS III, DACS IV, or equivalent non-Lucent products.) Such opportunities, or to the extent that they are not available in Columbia, South Carolina, or in the Midlands area, may require Mr. Jones to incur temporary transfer to other areas. Any such transfer will be conditioned upon Mr. Jones maintaining a record of acceptable workplace conduct. Nothing herein requires Defendant to change, depart from or waive any aspect of its standards, policies or procedures with respect to determining when and if Mr. Jones qualifies in Work Operation Code 427.

10. Within one year of the entry of this Decree defendant agrees to offer a DACS IV (Work Operation Code 427) training course or equivalent non-Lucent products training to Miguel Jones. During this same period, defendant also agrees to provide a training course to Jones in at least one area of technology which his management believes has the potential to generate substantial future work for installers at its Columbia, South Carolina facility. During the same period, defendant further agrees to provide Anthony Bell and Herman Gates a training course described as "Course LW2456, WaveStar™ Optical Line System 400G Installation and Test." If this training is unavailable because of previous commitments to other employees, or due to some other undue hardship, Lucent

(with or without the consent of the EEOC) may petition the Court for an enlargement of time to comply with this paragraph.

11. Defendant agrees to eliminate from the employment records of Harry E. Bronson, Kieron J. Phelps, Herman L. Gates, Anthony Bell and Miguel A. Jones any and all documents and entries relating to the facts and circumstances which led to filing of EEOC Charges No. 14C961137, 14C961138, 14C961139, 14C961140 and 14C961148 and the related events that occurred thereafter.
12. Defendant agrees that it shall provide a training program to all of its management and supervisory employees and any other employees who participate in personnel decision-making at its facility in Columbia, South Carolina. At least fifteen (15) days prior to the program, Defendant shall provide the Commission with an agenda for the training program. The training program will include an explanation of the requirements of the federal equal employment opportunity laws, including Title VII of the Civil Rights Act of 1964 and its prohibition against race discrimination in the workplace. This training shall be completed within ninety (90) days after entry of the decree by the Court. Within ten (10) days after completion of the training, Defendant shall certify to the Commission the specific training which was undertaken and shall provide the

Commission with a roster of all employees in attendance.

13. During the term of this Decree, Defendant shall conspicuously post the attached Employee Notice, marked Appendix A, hereby made a part of this Decree, in a place where it is visible to employees at its Columbia, South Carolina facility.
14. Defendant agrees to provide the Commission with annual reports during the term of this Decree. The reports shall include the following information: the identities of all installers at its Columbia, South Carolina, facility who, during the reporting period, were considered for promotion, including by way of identification each person's name, race, address, telephone number, social security number, whether the employee was promoted, and, if not, the reason he or she was not promoted. Defendant shall submit the reports to the Commission on March 30th of each year during the term of this Decree.
15. Defendant agrees that the Commission may review compliance with this Decree. As part of such review, the Commission may examine and copy documents relating to promotional decisions made with respect to installers at its Columbia, South Carolina facility during the term of this decree.
16. If anytime during the term of this Decree, the Commission believes that Defendant is in violation of this Decree, the Commission shall give notice of the alleged violation to the

Defendant. Defendant shall have thirty (30) days in which to investigate and respond to the allegations. Thereafter, the parties shall have a period of thirty (30) days, or such additional period as may be agreed upon by them, in which to engage in negotiation and conciliation regarding such allegations, before the Commission exercises any remedy provided by law.

17. The term of this Decree shall be for two (2) years from its entry by the Court.

18. Each party shall bear its own costs and attorney fees.

18. This Court shall retain jurisdiction of this cause for purposes of monitoring compliance with this Decree and entry of such further orders as may be necessary or appropriate.

AND IT IS SO ORDERED:

April 14, 2000  
Date

Joseph F. Anderson, Jr.  
Judge, U.S. District Court  
District of South Carolina



The parties jointly request that the Court approve and enter  
the Consent Decree:

Lucent Technologies  
/AT&T Systems

Equal Employment Opportunity  
Commission

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April 5, 2000