

**IN THE UNITED STATES DISTRICT COURT
DISTRICT OF CONNECTICUT**

EQUAL EMPLOYMENT OPPORTUNITY COMMISSION,)	
)	
Plaintiff,)	
)	
v.)	Civil Action No.
)	304CV01627 WWE
LIN TELEVISION CORPORATION (d/b/a WTNH) and LOCAL 14, NATIONAL ASSOCIATION OF BROADCAST EMPLOYEES AND TECHNICIANS - COMMUNICATIONS WORKERS OF AMERICA,)	
)	
Defendants.)	

CONSENT DECREE

The parties to this Consent Decree are plaintiff Equal Employment Opportunity Commission (hereafter “EEOC”), and defendants LIN Television Corporation (d/b/a WTNH) (hereafter “LIN Television”) and Local 14, National Association of Broadcast Employees and Technicians-Communications Workers of America (hereafter “Local 14”).

The EEOC brought this action on September 28, 2004, pursuant to Title VII of the Civil Rights Act of 1964, as amended, (“Title VII”), and Title I of the Civil Rights Act of 1991 (the “Civil Rights Act”). The EEOC alleged that LIN Television and Local 14 had discriminated against Marlina Lewis, an African-American woman, by denying her a promotion to a director’s position on the basis of her race and sex, and that LIN Television had denied her other promotions and retaliated against her, resulting in her constructive discharge. The Defendants denied any discrimination or retaliation and assert that Marlina Lewis quit her job after securing

comparable or more favorable employment in the industry for comparable or more favorable pay.

The EEOC, LIN Television, and Local 14 (hereafter “the parties”) desire to compromise and settle the differences embodied in the aforementioned lawsuit, and therefore do hereby stipulate and consent to the entry of this Decree as final and binding between the EEOC and LIN Television and its successors or assigns, and Local 14 and its successors or assigns. This Decree resolves all matters related to Civil Action No. 3:04-1627 (WWE), filed in the United States District Court for the District of Connecticut. The parties have agreed that this Decree may be entered into without Findings of Fact and Conclusions of Law having been made and entered by the Court. The parties agree that it is in their mutual interest to resolve fully this matter without the costs, uncertainty, expense, and delay of litigation. The parties agree that this Consent Decree constitutes the complete agreement between the parties. No waiver, modification, or amendment of any provision of this Consent Decree shall be effective unless made in writing, approved by all parties to this Consent Decree, and approved or ordered by the Court.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and therefore, it is ORDERED, ADJUDGED AND DECREED that:

1. This Consent Decree resolves all issues concerning alleged discrimination and retaliation by LIN Television and Local 14 through the date of this Consent Decree which were raised in the Complaint filed by the EEOC in this case. This Consent Decree also resolves all issues that were raised in the charges, as amended, filed by Marlina Lewis with the EEOC against LIN Television and Local 14 (Charge ## 161A300127 and 161A300126). Accordingly, Marlina Lewis will execute the release attached as Exhibit A.

2. The parties agree that this Court has jurisdiction over the subject matter of this action and the parties to this action, that venue is proper, and that all administrative prerequisites have been met.

3. The parties agree that this Consent Decree does not constitute an admission by LIN Television or Local 14 of any violation of Title VII of the Civil Rights Act or any other law.

4. LIN Television and Local 14, their managers, officers, agents, successors, and assigns agree that they will comply with all of the requirements and prohibitions of Title VII of the Civil Rights Act, including its non-retaliation provisions.

5. LIN Television and Local 14 agree to pay a total of Fifteen Thousand dollars (\$15,000.00) in consideration of the mutual promises herein, in the following manner and according to the following schedule:

Within ten (10) days of the approval of this Consent Decree by the Court (hereafter "Execution Date"), LIN Television shall pay to Marlina Lewis a check for \$4,000.00, less lawful deductions, as compensation for her alleged lost wages and benefits, for which a Form W-2 shall issue; and LIN Television and Local 14 shall issue separate check(s) for a total of \$11,000.00 which will be accompanied by Forms 1099 (\$7,000.00 of which will come from Local 14 and \$4,000.00 from Lin Television).

6. LIN Television and Local 14 shall send the checks, along with the appropriate tax forms, by certified mail to the following address:

Marlina Lewis
167 Mountain Road
New Haven, CT 06515

LIN Television and Local 14 shall simultaneously send copies of the checks and tax forms to:

Equal Employment Opportunity Commission
Boston Area Office
Attn: Mark Penzel
JFK Federal Building, Room 475
Boston, MA 02203-0506

7. LIN Television and Local 14 agree that any requests for a reference for Marlina Lewis will be directed to LIN Television's Human Resources Director, and that s/he shall inform any prospective employer only of Ms. Lewis's dates of employment.

8. (a.) LIN Television agrees to conduct a training session of approximately two hours for its management employees at the WTNH facility on the requirements of Title VII, particularly as it concerns discrimination on the basis of race and sex. The training session will be completed within sixty (60) days of the Execution Date. A copy of the attendance sheets from the training session will be forwarded to the EEOC within ten (10) after its completion. Managers hired after this time will receive training as soon as practicable after employment.

(b) Local 14 agrees to conduct a training session of approximately two hours for its officers on the requirements of Title VII, particularly as it concerns discrimination on the basis of race and sex. The training session will be completed within sixty (60) days of the Execution Date. A copy of the attendance sheets from the training session will be forwarded to the EEOC within ten (10) days after its completion. Officers elected after this time will receive training as soon as practicable after election.

9. LIN Television and Local 14 agree to post and keep posted at a conspicuous and well-lit location at WTNH the notices attached hereto as "Exhibit B" and "Exhibit C" on the letterhead of each Defendant. The notices shall remain posted for the duration of the Consent

Decree. Defendants shall send confirmation of compliance with this posting to EEOC Counsel Mark Penzel at the address above.

10. No party shall contest the jurisdiction of the federal court to enforce this Consent Decree and its terms or the right of any party to this Consent Decree to bring an enforcement suit upon breach of any of the terms of this Consent Decree by any party. Breach of any terms of this Consent Decree shall be deemed a substantive breach of this Consent Decree. Nothing in this Consent Decree shall be construed to preclude the EEOC from bringing proceedings to enforce this Consent Decree in the event that LIN Television or Local 14 fail to perform the promises and representations contained herein.

11. The parties understand that the EEOC retains all rights under the law as pertains to investigation and enforcement of alleged unlawful employment practices.

12. The parties agree to pay their own costs and attorneys fees associated with this action.

13. This Consent Decree shall remain in effect until December 31, 2007.

14. This Consent Decree shall be binding upon the LIN Television and Local 14's purchasers, successors, and assigns.

SO ORDERED, ADJUDGED AND DECREED.

Signed this ___ day of _____, 2006

United States District Judge

APPR OVED IN FORM AND CONTENT:

By Plaintiff, EEOC:

Equal Employment Opportunity Commission

Elizabeth Grossman
Regional Attorney
Equal Employment Opportunity Commission
New York District Office
33 Whitehall Street, 5th Floor
New York, NY 10004-2112

/s/ Markus L. Penzel
L. Penzel ct03381
Senior Trial Attorney
Equal Employment Opportunity Commission
Boston Area Office
John F. Kennedy Federal Building, Room 475
Boston, MA 02203-0506
(617) 565-3193

By Defendant LIN Television:

/s/ Patricia G. Griffith
Patricia G. Griffith
Reneé A. Canody
Ford & Harrison LLP
Atlanta, 1275 Peachtree Street, NE, Suite 600
(404) GA 30309
888-3800

By Defendant Local 14:

/s/ Matthew Harris
Matthew Harris
Communications Workers of America (CWA)-DC
501 Third Street, N.W., Suite 800
Washington, D.C. 20001
(202) 434-1234

EXHIBIT A

RELEASE

In consideration for \$15,000.00 paid to me by LIN Television (d/b/a WTNH) (“LIN Television”) and Local 14, National Association of Broadcast Employees and Technicians – Communications Workers of America (“Local 14”), in connection with the resolution of EEOC v. LIN Television and Local 14, I waive my right to recover for any claims of race and sex discrimination and retaliation arising under Title VII that I had against Defendants prior to the date of this release and that were included in the claims alleged in EEOC’s complaint in EEOC v. LIN Television and Local 14.

Date: _____

Signature: _____

EXHIBIT B

NOTICE

1. Federal law requires that there be no discrimination against any employee or applicant for employment because that person made a complaint of discrimination because of sex, race, national origin, color, age, disability, or religion with respect to hiring, compensation, promotion, discharge, or other terms, conditions, or privileges of employment.
2. WTNH will comply with such federal law in all aspects, and will not take any action against employees should they exercise their rights under the law by filing charges or cooperating with the U.S. Equal Employment Opportunity Commission or by otherwise opposing employment practices made unlawful under federal law.
3. The Equal Employment Opportunity Commission maintains offices throughout the United States. Its toll-free telephone number is 1-800-USA-EEOC. The Boston Area Office has jurisdiction over Massachusetts and can be phoned at (617) 565-3200 or toll free at 1-800-669-4000. The Connecticut Commission for Human Rights and Opportunities, which enforces the state employment discrimination laws, has offices around the state and can be contacted at the Waterbury office at (203) 805-6530.

WTNH:

By: _____
Jon Hitchcock

Date

EXHIBIT C

NOTICE

1. Federal law requires that there be no discrimination against any employee or applicant for employment because that person made a complaint of discrimination because of sex, race, national origin, color, age, disability, or religion with respect to hiring, compensation, promotion, discharge, or other terms, conditions, or privileges of employment.
2. Local 14 will comply with such federal law in all aspects, and will not take any action against employees should they exercise their rights under the law by filing charges or cooperating with the U.S. Equal Employment Opportunity Commission or by otherwise opposing employment practices made unlawful under federal law.
3. The Equal Employment Opportunity Commission maintains offices throughout the United States. Its toll-free telephone number is 1-800-USA-EEOC. The Boston Area Office has jurisdiction over Massachusetts and can be phoned at (617) 565-3200 or toll free at 1-800-669-4000. The Connecticut Commission for Human Rights and Opportunities, which enforces the state employment discrimination laws, has offices around the state and can be contacted at the Waterbury office at (203) 805-6530.

LOCAL 14:

By: _____

_____ Date