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IN THE UNITED STATES DISTRICT COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

EQUAL EMPLOYMENT OPPORTUNITY	)
COMMISSION,	)
	)
Plaintiff,	)
	)
v.	)
	)
AIG MARKETING, INC. (a subsidiary of	)
American International Group, Inc.)	)
	)
Defendant.	)

CIVIL ACTION NO.: 05-cv- 5032  
(LFS)

FILED  
DEC 15 2005  
By MA Clerk

**CONSENT DECREE**

Introduction

A. This action was instituted by the U.S. Equal Employment Opportunity Commission ("the EEOC" or "the Commission") on behalf of Carolyn Dozier and Rhonda Smith on or about September 21, 2005 against AIG Marketing, Inc. (a subsidiary of American International Group, Inc.) ("AIGM" or "Defendant"), alleging race discrimination and retaliation, to enforce provisions of Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000 *et seq.* ("Title VII"). AIGM denies any and all liability and has asserted Separate Defenses in its Answer, including that its actions were for non-discriminatory business reasons.

B. The Commission and AIGM agree to the entry of this Consent Decree, which shall fully and finally resolve all claims the EEOC raised in its Complaint in Civil Action No. 05-cv-5032 (LFS). This Consent Decree shall not constitute either an adjudication of or finding on the merits of the complaint and shall not be construed as an admission by AIGM of any liability or wrongdoing.

C. This Consent Decree is entered into by the EEOC and AIGM shall apply to AIGM's Quality Assurance Department in Wilmington, Delaware (hereafter "Wilmington") and be final and binding between the EEOC and AIGM, its directors, officers, agents, successors and assigns.

#### Findings

D. Having carefully examined the terms and provisions of this Consent Decree, and based on the pleadings, record and stipulations of the parties, the Court finds: (1) it has jurisdiction of the parties and subject matter jurisdiction of this action; and (2) the terms of this Decree are fair, reasonable, equitable and just, and adequately protect the rights of the parties, and the public interest. NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

#### Non-Discrimination and Non-Retaliation

1. This Court has jurisdiction over the parties and subject matter of this action.
2. AIGM is and will be committed to a workplace that provides equal opportunity to all of its employees and has in place EEO policies to provide such opportunities in all aspects of employment. AIGM has not and will not harass or discriminate against any Wilmington employee on the basis of race in violation of Title VII.
3. AIGM has not and will not engage in any employment practices which retaliate in any manner against any Wilmington employee, including but not limited to Carolyn Dozier and Rhonda Smith, because of that person's opposition to any practice made an unlawful employment practice under Title VII or because that person has made a charge, testified, assisted or participated in any manner in any investigation, proceeding or hearing in this matter.

4. AIGM shall provide Ms. Dozier and Ms. Smith with an original reference letter that only indicates Ms. Dozier's and/or Ms. Smith's start date, final title and end date and indicates that such limited disclosure is part of its business practice.

5. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of AIGM under Title VII or the EEOC's authority to process or litigate any charge of discrimination now pending or filed in the future by a Wilmington employee against AIGM.

Non-Injunctive Relief

6. In full settlement of the claims raised on their behalf by the EEOC against AIGM, AIGM agrees to pay Ms. Dozier a lump sum equivalent to twelve months of base salary, at \$3,488.33 per month, less all lawful withholdings and Ms. Smith a lump sum equivalent to eleven and a half months of base salary, at \$3,192.50 per month, less all lawful withholdings and Ms. Dozier and Ms. Smith will be executing releases between themselves and AIGM under which they have elected to leave AIGM's employ. The payments set forth above will be made within fourteen (14) days after the later of: (i) AIGM's receipt of the releases executed by Ms. Dozier and Ms. Smith and (ii) the entry of this Consent Decree by the Court. Ms. Dozier's and Ms. Smith's respective checks will be mailed to their private attorney, Michele Rovinsky, Esquire, and copies of each check within five (5) business days thereafter shall be sent to Stephanie Marino, Trial Attorney, EEOC Philadelphia District Office, 21 S. 5<sup>th</sup> Street, The Bourse, Suite 400, Philadelphia, Pa. 19106. Late payment of the check to Ms. Dozier or Ms. Smith shall be subject to accrual of interest on the unpaid amount calculated pursuant to 28 U.S.C. § 1961.

### Posting of Notice

7. Within 20 business days after entry of this Decree, AIGM shall post at Wilmington a copy of the Notice attached as Exhibit A to this Decree. The Notice shall remain posted for one year from the date of entry of this Decree. AIGM shall forward a certification that the Notice has been posted and dates of posting within 30 days after entry of this Decree to Stephanie Marino, Trial Attorney, EEOC, 21 South Fifth Street, Suite 400, Philadelphia, PA 19106-2515. If posted copies become defaced, removed, marred or otherwise illegible, AIGM agrees to post a readable copy in the same manner as heretofore specified.

### Non-Discrimination and Anti-Harassment Policies and Complaint Procedures

8. AIGM agrees to disseminate to all Wilmington employees another copy of its policy against race discrimination, harassment, retaliation and describing its complaint procedures within 60 days within the date of the Consent Decree.

### Training

9. AIGM shall provide training on the requirements of Title VII as follows:
- a. AIGM agrees to provide a training session by Morgan, Lewis & Bockius LLP, on or before November 30, 2007, for any employee or employees responsible for responding to Title VII complaints made by any Wilmington employee. The training will cover employer obligations under both Title VII and relevant state or local anti-discrimination laws.
  - b. AIGM shall provide training in accordance with Paragraph 9(a) in accordance with its regular training cycle for the duration of this Decree.
10. AIGM agrees to provide the EEOC with copies of its pamphlets, brochures, outlines or other written materials to be provided to attendees of training sessions.

11. AIGM agrees to provide written confirmation to the EEOC in writing within 30 business days after the training session required by Paragraph 9 has occurred indicating that the training has taken place.

Dispute Resolution

12. In the event either party to this Decree believes the other party has failed to comply with any provision(s) of the decree, the complaining party shall notify the other party of the alleged non-compliance within 20 days of the alleged non-compliance and afford the alleged non-complying party 20 business days to remedy the alleged non-compliance or to satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance or satisfied the complaining party that it has complied within 20 business days, the complaining party may apply to the Court for appropriate relief. In such instance, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs.

Miscellaneous Provisions

13. Each party to this Decree shall bear its own expenses, costs and attorney's fees.

14. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, successors and assigns of AIGM in their capacities as representatives, agents, directors and officers of AIGM and not in their individual capacities. This paragraph shall not be construed as placing any limit or remedies available to the Court in the event any individual is found in contempt for a violation of this Decree.

15. The Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 05-cv-5032 (LFS), and upon expiration of this Consent Decree, this matter shall be dismissed by the Court with prejudice.

16. The Consent Decree shall be filed in the United States District Court for the Eastern District of Pennsylvania and shall continue in effect for eighteen (18) months. During this time, this Court shall retain jurisdiction over this matter and the parties for purposes of enforcing compliance with the Decree, including issuing such orders as may be required to effectuate its purposes. Any application by any party to modify or vacate this Consent Decree during such period shall be made by motion to the Court on no less than 30 days' notice to the other party.

17. The Clerk of the District Court is hereby directed to send a file-stamped copy of this Consent Decree to counsel of record.

***[SIGNATURE PAGE FOLLOWS]***

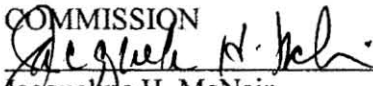
For Plaintiff EEOC:

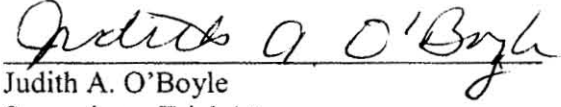
Ronald S. Cooper  
General Counsel

James L. Lee  
Deputy General Counsel

Gwendolyn Young Reams  
Associate General Counsel  
Washington, D.C.

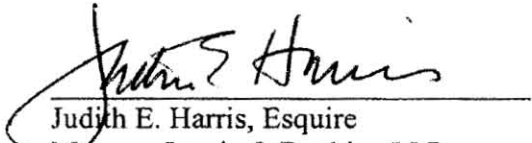
EQUAL EMPLOYMENT OPPORTUNITY  
COMMISSION

  
Jacqueline H. McNair  
Regional Attorney

  
Judith A. O'Boyle  
Supervisory Trial Attorney

  
Stephanie Marino  
Trial Attorney  
Equal Employment Opportunity Commission  
Philadelphia District Office  
21 S. 5th Street, Suite 400  
Philadelphia, PA 19106  
(215) 440-2828

For Defendant AIG Marketing, Inc.,  
a subsidiary of American International  
Group, Inc.):

  
Judith E. Harris, Esquire  
Morgan, Lewis & Bockius LLP  
1701 Market Street  
Philadelphia, PA 19103  
(215) 963-5028

By the Court:   
LAWRENCE F. STENGEL  
UNITED STATES DISTRICT JUDGE

Date: 12/05/06

Mailed J. Harris  
12-6-06 S. Marino  
J. O'Boyle  
S. Pontoski  
A. Harmon  
J. McNair

**NOTICE TO ALL AIG MARKETING, INC. EMPLOYEES**

This Notice is posted pursuant to a Consent Decree entered by the federal court for the Eastern District of Pennsylvania resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against AIG Marketing, Inc. ("AIGM"). AIGM denied all of the EEOC's allegations and nothing in the Consent Decree constitutes any finding of any wrongdoing by AIGM.

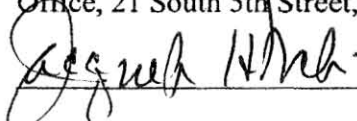
Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e *et seq.*, as amended ("Title VII"), prohibits discrimination against employees and applicants for employment based upon national origin, sex, race, color or religion. Title VII further prohibits retaliation against employees or applicants who avail themselves of their rights under Title VII by engaging in protected activities, such as filing a charge of discrimination and/or testifying or participating in a Commission investigation. The EEOC is the federal agency which investigates charges of unlawful employment discrimination. The EEOC has the authority to bring lawsuits in federal court to enforce Title VII.

AIGM is committed to a workplace that provides equal opportunity to all of its employees and has in place EEO policies to provide such opportunities in all aspects of employment. AIGM reaffirms these policies and will not discriminate on the basis of race or retaliate against any person because he or she opposed any practice made unlawful by Title VII, filed a Title VII charge of discrimination, participated in any Title VII proceeding, or asserted any rights under the Consent Decree. AIGM has, and will continue to, provide training to assure that its EEO policies are fully implemented.

Any inquiries regarding this notice should be directed to the HR Department. If you believe you have been discriminated against, you continue to have the right to contact the EEOC at (215) 440-2600. The EEOC charges no fees and has employees who speak languages other than English.

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

This Notice must remain posted for one (1) year from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to the Regional Attorney, EEOC Philadelphia District Office, 21 South 5th Street, Philadelphia, PA 19106.

  
\_\_\_\_\_  
U.S. Equal Employment Opportunity  
Commission

\_\_\_\_\_  
AIG Marketing, Inc.

DATED: 11/30/06

DATED: \_\_\_\_\_