

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES EQUAL EMPLOYMENT)
OPPORTUNITY COMMISSION,)
)
Plaintiff,)
V.)
)
AMERITECH CORPORATION,)
AMERITECH SERVICES, INC., and)
ILLINOIS BELL TELEPHONE COMPANY,)
Defendants.)

JUDGE KOCORAS
Case No. MAGISTRATE JUDGE SZMAN
98 C 5046
DOCKETED
AUG 24 1998

AGREED ORDER

This Agreed Order is agreed to by Plaintiff United States Equal Employment Opportunity Commission ("EEOC") , and Defendants Ameritech Corporation, Ameritech Services, Inc., and Illinois Bell Telephone Company (collectively, "AMERITECH"), and is hereby entered by this Court in final resolution of this matter.

WHEREAS, EEOC filed its Complaint in this action alleging that Ameritech violated the Age Discrimination in Employment Act, 29 U.S.C. §621, et seq. ("the ADEA") by engaging in a pattern and practice of unlawful discrimination against employees age 40 and older during Ameritech's 1992 Workforce Resizing Program and Ameritech's 1993 Select In Process;

WHEREAS, Ameritech denies the allegations of EEOC's Complaint;

WHEREAS, EEOC and Ameritech have agreed to finally resolve this action through the Court's entry of this Agreed Order; and,

WHEREAS, the EEOC and Ameritech have agreed and stipulate and the Court finds as follows:

A. The terms and provisions of this Agreed Order are adequate, fair, reasonable, equitable, and just, and the rights of the parties to this Agreed Order, and the persons upon whose behalf the EEOC sought relief in this action, are adequately protected hereby;

B. This Agreed Order conforms with the Federal Rules of Civil Procedure and the ADEA and is not in derogation of the rights and privileges of any person; and,

C. Neither Ameritech's agreement to nor the Court's entry of this Agreed Order shall constitute or be deemed to constitute any admission by Ameritech of any violation of the ADEA or any other statute, or of any other wrongdoing.

NOW THEREFORE, THE COURT ORDERS AS FOLLOWS:

NON-DISCRIMINATION

1. Ameritech, its officers, agents, employees, successors, and assigns shall not discriminate against any of its employees in connection with termination of employment, or its applicants for employment in connection with hiring, on the basis of age in violation of the ADEA.

2. Ameritech, its officers, agents, employees, successors, and assigns shall not engage in any reprisal or retaliation of any kind against any person because such person filed a Charge underlying this action, testified or participated in any manner in the EEOC's investigation giving rise to this action or testified or participated in this action.

OTHER EEOC ACTIONS BARRED

3. After entry of this Agreed Order by the Court, EEOC shall not initiate any litigation against Ameritech, or any of its subsidiaries, affiliates, units, or divisions, predicated upon or with respect to Ameritech's 1992 Workforce Resizing Program or Ameritech's 1993 Select In Process associated therewith, and any such litigation by EEOC shall be barred by this Agreed Order.

RELEASES

4. Executed releases of each of the persons hereafter designated to receive monetary relief under this Agreed Order are annexed to this Agreed Order. In the event that Ameritech were not to provide monetary relief to any person in the amount and as provided by this Agreed Order, then the release executed by that person shall be automatically deemed void without further act or deed by the Court or any person.

MONETARY RELIEF

5. Within 30 calendar days of the Court's entry of this Agreed Order, Ameritech shall provide **\$1,000,016.63** in monetary relief, in the aggregate, to the individuals identified below. In particular, within said 30 calendar days, Ameritech shall deliver or cause to be delivered to each individual identified below, at the address set forth on each individual's release annexed hereto, an Ameritech check (or a cashier's or certified check) in the amount set forth below opposite each individual's respective name, less the individual's share of withholding taxes required by law. *Provided, however,* in the event that any person identified in Exhibit A to EEOC's Complaint in this action shall have died before said payments have been made by Ameritech, Ameritech shall pay the amount which would have been otherwise payable with respect to said deceased person, directly to

the currently surviving spouse of such deceased person, or if the spouse is not living then to the currently surviving child(ren) of such deceased person; in particular, and without limiting the generality of the foregoing, with respect to Marilyn Grunwald and Robert Kristufek identified in Exhibit A to EEOC's Complaint, both of whom are now deceased, Ameritech shall make payment, directly, as described hereinabove and as set forth in the schedule set forth below. Ameritech shall not withhold from the gross amount due any individual the employer's share of any taxes. Ameritech shall pay or deposit any amounts withheld as required by law and shall, in due course, provide appropriate withholding statements to the individuals identified below. Contemporaneously with each such payment made by Ameritech, Ameritech shall provide by mail to EEOC a copy of the instrument evidencing each such payment. The individuals to be provided monetary relief under this Paragraph No. 5 and the gross amount (before withholding) due each of them are as follows:

NAME	GROSS AMOUNT DUE
1. Deborah J. Armas.....	\$24,804.45
2. Liberty Baronian.....	\$24,204.23
3. Manju Basu.....	\$28,978.68
4. Joanna Batchelor.....	\$31,243.14
5. Paul Bonti.....	\$28,105.64
6. Sharon Childs.....	\$26,114.64
7. Phyllis A. Ciangi.....	\$21,639.67
8. Beulah Cooper.....	\$24,940.86
9. Harold C. Eberling, Jr.....	\$26,114.01
10. MacArthur Fragier.....	\$25,322.81

11. Barbara Gibson.....	\$28,105.64
12. Kimberly S. Chambers and Kenneth Grunwald (the only children of Marilyn Grunwald, deceased, who had been predeceased by her spouse).....	\$20,158.23
13. Marilyn Hallgren.....	\$20,542.91
14. Carol A. Hartman.....	\$20,357.39
15. Judith A. House.....	\$18,584.03
16. Chardel Johnson.....	\$21,869.11
17. Larry Joyce.....	\$25,322.81
18. Judy Kearney.....	\$32,007.05
19. Richard Kendra.....	\$28,105.64
20. Karen M. Kraemer.....	\$21,639.67
21. Ann Kristufek (the surviving spouse of Robert Kristufek)	\$25,322.81
22. Marie L. Mazzoni.....	\$25,322.81
23. Rosalyn Sue Miller.....	\$25,322.81
24. Marilyn Milo.....	\$20,542.91
25. Barbara Mosley.....	\$24,940.86
26. Eugene O 'Donnell.....	\$25,338.81
27. Mary A. Pinkonsly.....	\$25,704.77
28. Sharon Rodkey.....	\$25,322.81
29. William E. Ruth.....	\$25,322.81
30. Lynne M. Seaborg.....	\$25,322.81

31. Pat A. Seneco.....	\$25,322.81
32. Stephen A. Sherer.....	\$25,322.81
33. Daniel A. Sobczyk.....	\$23,467.60
34. Edward K. Socks.....	\$26,577.81
35. Jamesora A. Stanley-Pennant.....	\$25,322.81
36. George E. Stockwell.....	\$25,704.77
37. William Suminski.....	\$25,704.77
38. Gail M. Tassone.....	\$25,322.81
39. Marsha L. Taylor.....	\$25,322.81
40. Thomas Toney.....	\$25,322.81

DISPUTE RESOLUTION

6. In the event that any party to this Agreed Order believes that the other party has failed to comply with any provisions of this Agreed Order, the complaining party shall notify the alleged non-complying party in writing of such non-compliance and afford the alleged non-complying party ten (10) business days to remedy the non-compliance or 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 ten (10) business days, the complaining party may apply to the Court for appropriate relief.

DURATION OF AGREED ORDER AND RETENTION OF JURISDICTION

7. All provisions of this Agreed Order shall be in effect (and the Court will retain jurisdiction to enforce this Agreed order) for a period of one year from the date of entry of this

Agreed Order; provided, however, that if, at the end of the one year period, any disputes under Paragraph No. 6 remain unresolved, then the term of the Agreed Order shall be automatically extended until such time as all such disputes have been resolved.

MISCELLANEOUS PROVISIONS

8. Each party to this Agreed Order shall bear its own expenses, costs and attorneys' fees.

9. The terms of this Agreed Order are and shall be binding upon the present and future representatives, agents, directors, officers, assigns and successors of Ameritech.

10. When this Agreed Order requires the submission by Ameritech of notices or other materials to the EEOC, they shall be mailed to: Ameritech Settlement, Attn: Regional Attorney, Equal Employment Opportunity Commission, Chicago District Office, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661. When this Agreed Order requires submission by the EEOC of materials to Ameritech, they shall be mailed to Deborah Gage Haude, Winston & Strawn, 35 West Wacker Drive, Chicago, Illinois 60601-5600.

AGREED:

For Equal Employment Opportunity
Commission:

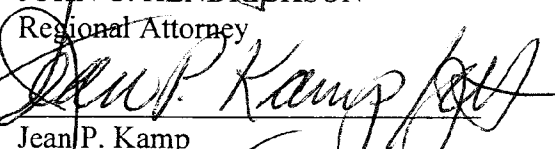
C. GREGORY STEWART
General Counsel

GWENDOLYN YOUNG REAMS
Associate General Counsel

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
1801 L Street, N.W.
Washington, D.C. 20507



JOHN C. HENDRICKSON
Regional Attorney



Jean P. Kamp
Supervisory Trial Attorney



Gregory Gochanour
Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
CHICAGO DISTRICT OFFICE
500 West Madison Street, Suite 2800
Chicago, Illinois 60661
(312) 353-8551

Date: August 21 1998

For Ameritech Corporation, et al



DEBORAH GAGE HAUDE
WINSTON & STRAWN
35 West Wacker Drive
Chicago, Illinois 6060
(312) 558-5719

ENTER:



U.S. DISTRICT JUDGE