

Minute Order Form (06/97)

**United States District Court, Northern District of Illinois**

Name of Assigned Judge or Magistrate Judge	Geraldine Soat Brown	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	04 C 2706	DATE	12/13/2004
CASE TITLE	Equal Employment Opportunity Commission vs. Regal-Beloit Corporation		

[In the following box (a) indicate the party filing the motion, e.g., plaintiff, defendant, 3rd party plaintiff, and (b) state briefly the nature of the motion being presented.]

**MOTION:**

**DOCKET ENTRY:**

- (1)  Filed motion of [ use listing in "Motion" box above.]
- (2)  Brief in support of motion due \_\_\_\_\_.
- (3)  Answer brief to motion due \_\_\_\_\_, Reply to answer brief due \_\_\_\_\_.
- (4)  Ruling/Hearing on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (5)  Status hearing[held/continued to] [set for/re-set for] on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (6)  Pretrial conference[held/continued to] [set for/re-set for] on \_\_\_\_\_ set for \_\_\_\_\_ at \_\_\_\_\_.
- (7)  Trial[set for/re-set for] on \_\_\_\_\_ at \_\_\_\_\_.
- (8)  [Bench/Jury trial] [Hearing] held/continued to \_\_\_\_\_ at \_\_\_\_\_.
- (9)  This case is dismissed [with/without] prejudice and without costs[by/agreement/pursuant to]  
 FRCP4(m)  Local Rule 41.1  FRCP41(a)(1)  FRCP41(a)(2).
- (10)  [Other docket entry] The parties having reached a binding settlement agreement, this case is dismissed with prejudice, with the Court to retain jurisdiction to enforce the Consent Decree for a period of two (2) years from the entry of the Consent Decree. Enter Consent Decree. Terminate case.

*Geraldine Soat Brown*

- (11)  [For further detail see order attached to the original minute order.]

<input type="checkbox"/>	No notices required, advised in open court.	U.S. DISTRICT COURT 2004 DEC 14 AM 8:42 DECKING DEPUTY INITIALS	number of notices	Document Number 17
<input type="checkbox"/>	No notices required.		DEC 15 2004 docketed	
<input checked="" type="checkbox"/>	Notices mailed by judge's staff.		docketing deputy initials	
<input type="checkbox"/>	Notified counsel by telephone.		12/13/2004	
<input type="checkbox"/>	Docketing to mail notices.		date mailed notice	
<input type="checkbox"/>	Mail AO 450 form.		GR	
<input type="checkbox"/>	Copy to judge/magistrate judge.	Date/time received in central Clerk's Office	mailing deputy initials	
<input type="checkbox"/>	GR	courtroom deputy's initials		

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

DOCKET  
DEC 15 2004

UNITED STATES EQUAL EMPLOYMENT )  
OPPORTUNITY COMMISSION, )

Plaintiff, )

No. 04-C-2706

v. )

Magistrate Judge Brown

REGAL-BELOIT CORPORATION, )

Defendant. )

CONSENT DECREE

THE LITIGATION

1. Plaintiff Equal Employment Opportunity Commission (the "EEOC") filed a Complaint in this action alleging that since at least 1998, Defendant, Regal-Beloit Corporation ("Defendant" or "Regal"), violated Section 703(a) of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"), 42 U.S.C. § 2000e-2(a), by discriminating against Charging Party Christopher Nowak ("Nowak") on the basis of his national origin, and a class of former employees ("the claimants") on the basis of race and national origin. Specifically, the EEOC alleged that Defendant, at its Foote-Jones/Illinois Gear production facility located in Chicago, Illinois, violated Title VII by fostering or tolerating a hostile working environment on account of race and national origin. Regal denies these allegations. Nothing in this Consent Decree should be construed as an admission by any party regarding liability or non-liability.

17

2. In the interest of resolving this matter, and as a result of having engaged in comprehensive settlement negotiations, the parties have agreed that this action should be finally resolved by entry of this Consent Decree (hereafter "Decree"). This Decree fully and finally resolves any and all issues and claims arising out of the Complaint filed by the EEOC in this action.

FINDINGS

3. Having carefully examined the terms and provisions of this Decree, and based on the pleadings, record, and stipulations of the parties, the Court finds the following:

a. This Court has jurisdiction of the subject matter of this action and over the persons of the parties.

b. The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of the parties, Nowak, and the other claimants, and the public interest are adequately protected by this Decree.

c. This Decree conforms with the Federal Rules of Civil Procedure and Title VII and is not in derogation of the rights or privileges of any person. The entry of this Decree will further the objectives of Title VII and will be in the best interests of the parties, Nowak, and the other claimants, and the public.

NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED THAT:

NON-DISCRIMINATION

4. Regal, its officers, agents (including management personnel), successors, and assigns are enjoined from discriminating on the basis of national origin or race.

NON-RETALIATION

5. Regal, its officers, agents, employees, successors, assigns and all persons acting in concert with it shall not engage in any form of retaliation against any person because such person has opposed any practice made unlawful under Title VII, filed a Charge of Discrimination under Title VII, testified or participated in any manner in any investigation, proceeding, or hearing under Title VII, or asserted any rights under this Decree.

MONETARY SETTLEMENT

6. Regal agrees to pay a total of \$50,000 in settlement to Nowak and the other claimants for whom the EEOC seeks relief listed below as alleged damages. None of the money shall be considered compensation for lost wages, so no withholdings shall be made from the monetary amount. Regal will issue IRS Form 1099's with respect to the money paid. The division of the total amount among the claimants has been at the sole discretion of the EEOC, subject to Court approval. In exercising such discretion, EEOC took into account the evidence and information available to it through the investigation and litigation of this matter. Regal had no part in determining how the monetary settlement was divided among the claimants. The division is as follows:

	<b>Claimant</b>	<b>Amount</b>
1	Christopher Nowak	\$40,000
2	Analdez Pedraza	\$5,000
3	Morgan Hinckley	\$5,000

7. Within five (5) business days after receipt by Regal of a Release Agreement in the format of Exhibit A from a claimant, Regal shall issue and mail by certified mail to each such claimant, a certified or cashier's check payable to the order of such claimant to the addresses provided by the EEOC, in settlement for damages alleged in this case by the EEOC, with a copy to the EEOC. In the event that a check is deemed undeliverable, Regal shall advise the EEOC. The EEOC shall then have an additional sixty (60) days to provide an alternative address for the mailing of such check. No portion of the monetary relief provided for by this Decree shall revert to Regal.

#### POSTING OF NOTICE

8. Within ten (10) business days after entry of this Decree, Regal shall post same-sized copies of the Notice attached as Exhibit C to this Decree on bulletin boards usually used by Regal for communicating with employees at its Illinois Gear/Foote Jones production facility in Chicago, Illinois. The Notice shall remain posted for one (1) year from the date of entry of this Decree. Regal shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Regal shall certify to the EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted. Regal shall permit a representative of the EEOC to enter Regal's premises for the sole purpose of verifying compliance with this Paragraph at any time during normal business hours without prior notice.

#### RECORD KEEPING

9. For a period of one (1) year following entry of this Decree, Regal shall maintain and make available for inspection and copying by the EEOC records of each complaint of harassment based on race or national origin or of any racial incident occurring in its Chicago, Illinois production facility. Such report shall indicate the date the complaint was made, who made it, what was alleged, and what actions the Defendant took to resolve the matter. Regal shall instruct all supervisory

personnel that all complaints of race or national origin harassment are to be recorded and reported to appropriate personnel at Regal.

10. Regal shall make all documents or records referred to in Paragraph 9, above, available for inspection and copying within ten (10) business days after the EEOC so requests. In addition, Regal shall make available for interview all persons within its employ whom the EEOC reasonably requests for purposes of verifying compliance with this Decree and shall permit a representative of the EEOC to enter Regal's premises solely for such purposes on five (5) business days advance written notice by the EEOC.

11. Nothing contained in this Decree shall be construed to limit any obligation Regal may otherwise have to maintain records under Title VII or any other law or regulation.

#### REPORTING

12. Regal shall furnish to the EEOC the following written reports semi-annually for a period of one (1) year following entry of this Decree. The first report shall be due six (6) months after entry of the Decree. The final report shall be due twelve (12) months after entry of the Decree.

Each such report shall contain:

- a. A summary of the information recorded by Regal pursuant to Paragraph 9, including contact information for any complaining employee; and,
- b. A certification by Regal that the Notice required to be posted in Paragraph 8, above, remained posted during the entire six (6) month period preceding the report; and a certification that all supervisory personnel have received necessary instructions and training to assure that the reporting requirements set out in Paragraph 9, above, are complied with.

TRAINING

13. Defendant shall provide training on the requirements of Title VII on the following terms:

a. Defendant's Vice President of Administration and Human Resources shall provide training with respect to diversity and inclusion in the workplace, including national origin and racial harassment and with respect to the prevention of such harassment, using instructional materials provided by Advanced Training Source.

b. The training will be provided to all Regal employees at Regal's Chicago, Illinois facility, including temporary employees employed at the time of the training, and including human resources personnel and to any Regal employees to whom they report even if those employees are located outside of the Chicago facility. A registry of attendance shall be retained by Regal for the duration of the Consent Decree.

c. Regal shall first provide training in accordance with Paragraph 13(a) within ninety (90) calendar days of the entry of this Consent Decree. Regal shall then also provide such training on at least one occasion in calendar year 2006.

14. Regal shall obtain the EEOC's approval of its proposed trainer prior to each set of training sessions. Regal shall submit the name, address, telephone number and resume of the proposed trainer, together with the date(s) of the proposed training sessions to the EEOC within thirty (30) calendar days prior to the first day of the proposed date(s) of training. The EEOC shall have fifteen (15) calendar days from the date of receipt of the information described above to accept or reject the proposed trainer(s) by written notice to Regal. In the event the EEOC does not approve Regal's designated trainer(s), Regal shall have fifteen (15) calendar days to identify an alternate trainer. The EEOC shall have fifteen (15) calendar days from the date of receipt of the information

described above to accept or reject the alternate trainer. In the event the EEOC does not approve Regal's alternate trainer, the EEOC shall designate the trainer to be retained and paid for by Regal.

15. Regal agrees to provide the EEOC with any and all copies of pamphlets, brochures, outlines or other written materials provided to the participants of the training sessions. Even though the EEOC has approved of or designated a trainer for one training session, it is not required to approve of or designate the same trainer for a subsequent training session.

16. Regal shall certify to the EEOC in writing within five (5) business days after the trainings have occurred that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the dates, location and duration of the trainings; (ii) a copy of the registry of attendance, which shall include the name and position of each person in attendance; and (iii) a listing of all current employees, including temporary employees, as of the date of the training.

#### DISPUTE RESOLUTION

17. In the event that either party to this Decree believes that 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 in writing within ninety (90) days of the alleged non-compliance and shall afford the alleged non-complying party ten (10) business days to remedy the 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 ten (10) business days, the complaining party may apply to the Court for appropriate relief.

DURATION OF THE DECREE AND RETENTION OF JURISDICTION

18. All provisions of this Decree shall be in effect (and the Court will retain jurisdiction of this matter to enforce this Decree) for a period of two (2) years immediately following entry of the Decree, provided, however, that if, at the end of the two (2) year period, any disputes under Paragraph 17, above, remain unresolved, the term of the Decree shall be automatically extended (and the Court will retain jurisdiction of this matter for the sole purpose of enforcement of the Decree) until such time as all such disputes under Paragraph 17, above, have been resolved.

MISCELLANEOUS PROVISIONS

19. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.

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

21. When this Decree requires the submission by Regal of reports, certifications, notices, or other materials to the EEOC, they shall be mailed to: Regal Settlement, c/o Ethan M. M. Cohen, Trial Attorney, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois, 60661. When this Decree requires submission by the EEOC of notices or materials to Regal, they shall be mailed to: Jeffrey P. Clark, Attorney, Reinhart Boerner Van Deuren s.c., 1000 North Water Street, P.O. Box 2965, Milwaukee, Wisconsin 53201-2965.

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

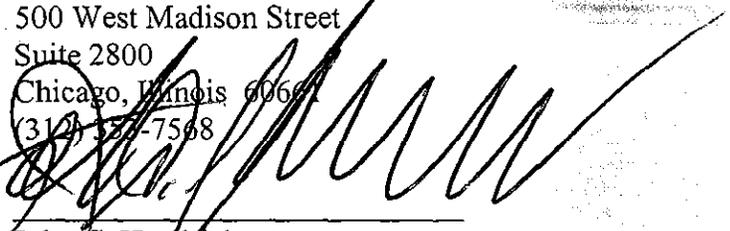
Eric Dreiband  
General Counsel

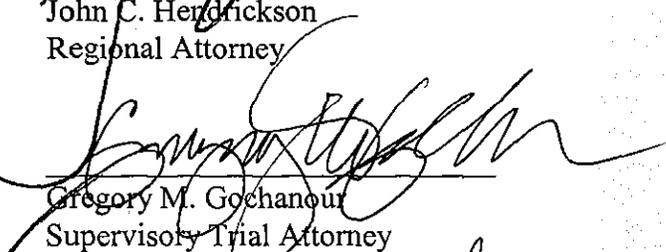
Gwendolyn Young Reams  
Associate General Counsel

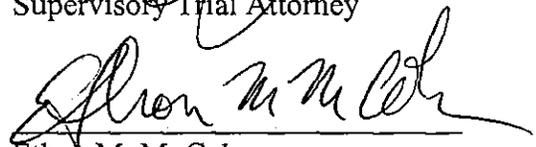
For Regal-Beloit Corporation:

  
\_\_\_\_\_  
Jeffrey P. Clark  
Reinhart Boerner Van Deuren s.c.  
1000 North Water Street, P.O. Box 2965  
Milwaukee, Wisconsin 53201-2965

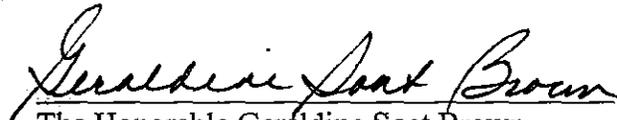
EQUAL EMPLOYMENT  
OPPORTUNITY COMMISSION  
500 West Madison Street  
Suite 2800  
Chicago, Illinois 60661  
(312) 329-7568

  
\_\_\_\_\_  
John C. Hendrickson  
Regional Attorney

  
\_\_\_\_\_  
Gregory M. Gochanour  
Supervisory Trial Attorney

  
\_\_\_\_\_  
Ethan M. M. Cohen  
Trial Attorney

DATE: December 13, 2004 ENTER:

  
\_\_\_\_\_  
The Honorable Geraldine Soat Brown  
United States District Magistrate Judge

**EXHIBIT A**

**RELEASE AGREEMENT**

I, XXXXXXXXXX, for and in consideration of my receipt of the settlement sum of \$XXX000.00, payable to me pursuant to the terms of the Consent Decree entered by the Court in EEOC v.Regal-Beloit Corporation, No. 04 C 2706 (N.D. Ill.), on behalf of myself, my heirs, assigns, executors, and agents, do hereby forever release, waive, remise, acquit, and discharge Regal-Beloit Corporation ("Regal"), and all past and present shareholders, officers, agents, employees, and representatives of Regal, as well as all successors and assignees of Regal, from any and all claims and causes of action of any kind which I now have or ever have had under Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e et seq., and Title I of the Civil Rights Act of 1991, 42 U.S.C. §1981a, as a result of or arising from the subject matter and claims which were or which could have been asserted in EEOC v. v.Regal-Beloit Corporation, No. 04 C 2706.

\_\_\_\_\_  
Date

\_\_\_\_\_  
XXXXXXXXXX

**EXHIBIT B**

\_\_\_\_\_, 2004

XXXXXXXXXXXX  
XXXXXXXXXXXX  
XXXXXX,XXXXXX

Re: EEOC v. Regal-Beloit Corporation, Civil Action No. 04 C 2706  
No. 04 C 2706 (N.D. Ill.)

Dear Mr. XXXXXXXXXXX:

A Consent Decree resolving the above-referenced lawsuit was signed by the parties and entered by the Court on \_\_\_\_\_, 2004. Pursuant to the terms of the Consent Decree, enclosed you will find a copy of a Release to be signed by you.

In order to obtain any monetary settlement payment under the Consent Decree in this case, you must sign the Release and return it to me. Please mail the signed Release to me as soon as possible at the following address:

Ethan M. M. Cohen  
Equal Employment Opportunity Commission  
500 West Madison Street  
Suite 2800  
Chicago, Illinois 60661

I have enclosed a pre-addressed envelope for your convenience. You may, of course, wish to make and keep a copy of the signed Release for your own records.

If you have any questions about the Release or cannot sign and return the enclosed documents within seven days, please contact me at (312) 353-7568.

Sincerely,

Ethan M. M. Cohen  
Trial Attorney

Encls.

**EXHIBIT C**

**NOTICE TO ALL Regal EMPLOYEES**

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC v. Regal-Beloit Corporation, Civil Action No. 04 C 2706 (N.D. Ill.), resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") versus Regal-Beloit Corporation ("Regal"). Nothing in this Consent Decree should be construed as an admission by any party regarding either liability or non-liability.

In its suit, the EEOC alleged that Regal fostered or tolerated a working environment that was hostile to certain employees on the basis of their national origin or race, in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Regal denies these allegations.

To resolve the case, Regal and the EEOC entered into a Consent Decree which provides, among other things, that:

- 1) Regal paid a monetary settlement to certain former employees;
- 2) Regal will not discriminate on the basis of national origin or race in the future;
- 3) Regal will not 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;

The EEOC enforces the federal laws against discrimination in employment on the basis of race, national origin, color, religion, sex, age or disability. If you believe you have been discriminated against, you may contact the EEOC at (312) 353-8195. The EEOC charges no fees and has employees who speak languages other than English. If you believe you have been discriminated against you may contact the EEOC.

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

**This Notice must remain posted for one 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: Regal Settlement, EEOC, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
The Honorable Geraldine Soat Brown  
District Magistrate Judge

**NOTICE TO ALL REGAL EMPLOYEES**

This Notice is being posted pursuant to a Consent Decree entered by the federal court in EEOC v. Regal-Beloit Corporation, Civil Action No. 04 C 2706 (N.D. Ill.), resolving a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") versus Regal-Beloit Corporation ("Regal"). Nothing in this Consent Decree should be construed as an admission by any party regarding either liability or non-liability.

In its suit, the EEOC alleged that Regal fostered or tolerated a working environment that was hostile to certain employees on the basis of their national origin or race, in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). Regal denies these allegations.

To resolve the case, Regal and the EEOC entered into a Consent Decree which provides, among other things, that:

- 1) Regal paid a monetary settlement to certain former employees;
- 2) Regal will not discriminate on the basis of national origin or race in the future;
- 3) Regal will not 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;

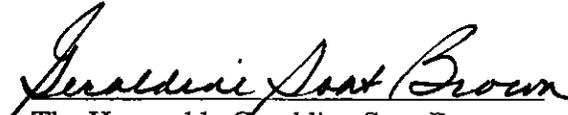
The EEOC enforces the federal laws against discrimination in employment on the basis of race, national origin, color, religion, sex, age or disability. If you believe you have been discriminated against, you may contact the EEOC at (312) 353-8195. The EEOC charges no fees and has employees who speak languages other than English. If you believe you have been discriminated against you may contact the EEOC.

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

**This Notice must remain posted for one 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: Regal Settlement, EEOC, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661.**

DOCKET  
DEC 15 2004

December 13, 2004  
Date

  
The Honorable Geraldine Soat Brown  
District Magistrate Judge

17