

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

UNITED STATES EQUAL EMPLOYMENT)
OPPORTUNITY COMMISSION,)
)
Plaintiff,)
)
) No. 01C 7507
)
MOTOROLA, INC.,) Judge Manning
) Magistrate Judge Ashman
Defendant.)

CONSENT DECREE

THE LITIGATION

1. Plaintiff Equal Employment Opportunity Commission (the "EEOC") filed this action alleging that beginning in or around May 2000, Defendant, Motorola, Inc. ("Defendant" or "Motorola"), violated Title VII of the Civil Rights Act of 1964, 42 U.S.C. § 2000e et. seq., ("Title VII") by discriminating against Charging Parties Syed Farooq and Hadam Soliman ("Charging Parties") on the basis of their religion. Specifically, the EEOC alleged that Defendant, at its Personal Communications Sector Call Center located at 1500 W. Dundee Rd., Suite 200, Arlington Heights, Illinois 60004 (the "Call Center"), violated Title VII by failing to accommodate Charging Parties' request to attend religious services and by terminating Charging Parties for attending religious services. Motorola denies the allegations of the Complaint and denies that it discriminated against Charging Parties in any way.

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 of the parties.

b. The terms of this Decree are adequate, fair, reasonable, equitable, and just. The rights of Charging Parties and the public interest are adequately protected by this Decree.

c. This Decree is not an adjudication of or a finding on the merits or an admission of liability by Motorola.

d. 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 Charging Parties, Motorola, EEOC and the public.

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

NON-DISCRIMINATION

4. Motorola, its officers, agents (including management personnel), successors, and assigns, are required under Title VII to reasonably accommodate employees who request to attend religious services.

NON-RETALIATION

5. Motorola, its officers, agents, employees, successors, and assigns, 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 RELIEF FOR CHARGING PARTIES

6. Charging Parties, who are represented by their own private counsel, have negotiated separate Waiver and Release Agreements (“Release Agreements”) with Defendant. The EEOC has not counseled or advised Charging Parties regarding these Release Agreements. Within five (5) business days after entry of this Decree, the EEOC will cause Charging Parties’ counsel, Kamran Memon (“Memon”), to mail to Charging Parties a copy of the appropriate Release Agreement. Charging Parties will then return their respective, signed Release Agreements to Memon, together with a completed IRS Form W-4 and IRS Form W-9 for each Charging Party.

7. Within five (5) business days after receipt by Memon of the signed Release Agreements and IRS Forms, Memon shall mail the Release Agreements and IRS Forms to Susan Gallagher, Seyfarth Shaw, 55 East Monroe Street, Suite 4200, Chicago, IL 60603.

8. Within ten (10) business days after receipt of the appropriate Release Agreement and the IRS Forms, Defendant will tender to Syed Farooq a check in the amount of fifteen thousand dollars (\$15,000.00) less applicable state and federal taxes and to Syed Farooq and Kamran Memon a check in the amount of fifteen thousand dollars (\$15,000.00) (to be reported as taxable damages on IRS Form 1099) in settlement for damages claimed in this case. Within ten (10) business days after receipt of the appropriate Release Agreement and the IRS Forms, Defendant will tender to Hadam Soliman a check in the amount of fifteen thousand dollars (\$15,000) less applicable state and federal taxes and to Hadam Soliman and Kamran Memon a check in the amount of fifteen thousand dollars (\$15,000) (to be reported as taxable damages on IRS Form 1099) in settlement for

damages claimed in this case. All checks shall be delivered to Kamran Memon, 200 South Michigan Avenue, Suite 1240, Chicago, Illinois 60604. However, the entry of this Consent Decree by the Court is a condition precedent to any of Motorola's obligations set forth in the Release Agreements.

POSTING OF NOTICE

9. Within five (5) business days after entry of this Decree, Motorola shall post a same-sized copy of the Notice attached as Exhibit A to this Decree at the Call Center, in a conspicuous location easily accessible to and commonly frequented by employees of Motorola. The Notice shall remain posted for one (1) year from the date of entry of this Decree. Motorola shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Motorola shall certify to the EEOC in writing within ten (10) business days after entry of the Decree that the Notice has been properly posted.

RECORD KEEPING

10. For a period of one (1) year following entry of this Decree, Motorola shall maintain and make available for inspection and copying by the EEOC records (including name, age, social security number, address, telephone number, complaint and resolution of the complaint) of each person at the Call Center complaining of discrimination on the basis of religion.

11. Motorola shall make all documents or records referred to in Paragraph 10, above, available for inspection and copying within twenty-one (21) business days after the EEOC so requests.

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

REPORTING

13. Motorola shall furnish to the EEOC the following written reports 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 description of each complaint of religious discrimination and the resolution of such complaint, occurring within the six (6) month period preceding the report;
- b. A certification by Motorola that the Notice required to be posted in Paragraph 9, above, remained posted during the entire six (6) month period preceding the report.

TRAINING

14. Motorola shall provide training to all management personnel in the Call Center on equal employment opportunity law (including religious accommodation) by March 1, 2002. Within ten (10) calendar days of the completion of the training, Motorola shall notify the EEOC of the dates the training was conducted, the name and job title of the person(s) who conducted the training, and the name and job title of each person who received the training. Motorola shall have the option either to utilize its own employees to conduct this training or to utilize outside consultants.

DISPUTE RESOLUTION

15. 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 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

16. 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 one (1) year immediately following entry of the Decree, provided, however, that if, at the end of the one (1) year period, any disputes under Paragraph 15, above, remain unresolved, the Court will retain jurisdiction of this matter to enforce the Decree until such time as all such disputes have been resolved.

MISCELLANEOUS PROVISIONS

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

18. The terms of this Decree are and shall be binding upon the present and future representatives, agents, directors, officers, assigns, and successors of Motorola, Charging Parties and the EEOC.

19. When this Decree requires the submission by Motorola of reports, certifications, notices, or other materials to the EEOC, they shall be mailed to: Motorola Settlement, c/o Ann Henry, Trial Attorney, Equal Employment Opportunity Commission, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661. When this Decree requires submission by the EEOC of materials to Motorola, they shall be mailed to: Susan Gallagher, Seyfarth Shaw, 55 East Monroe Street, Suite 4200, Chicago, IL 60603.

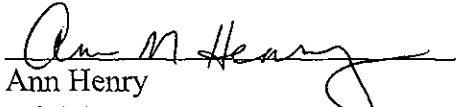
EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

500 West Madison Street
Suite 2800
Chicago, Illinois 60661
(312) 357-7568



John C. Hendrickson
Regional Attorney

Noelle Brennan
Supervisory Trial Attorney



Ann Henry
Trial Attorney

DATE: 1/7/02

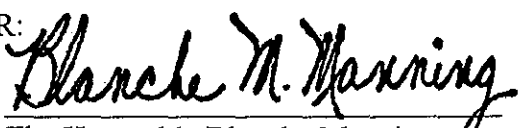
MOTOROLA, INC.

Susan Gallagher
Seyfarth Shaw
55 East Monroe Street
Suite 4200
Chicago, Illinois 60603



Susan Gallagher

ENTER:

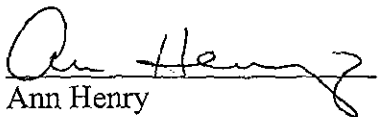


The Honorable Blanche Manning
United States District Court Judge

CERTIFICATE OF SERVICE

I, Ann Henry, an attorney, certify that on January 7, 2002, I caused a copy of the foregoing **Agreed Motion for Entry of Consent Decree** to be served via facsimile transmission and first class mail, postage pre-paid to the following counsel of record:

To: Susan Gallagher
Seyfarth Shaw
55 East Monroe Street
Suite 4200
Chicago, Illinois 60603


Ann Henry

Confirmation Report - Memory Send

Page : 001
Date & Time: Jan-07-02 12:02
Line 1 : 312 886 5391
Line 2 :
Machine ID : LEGAL

Job number : 277
Date : Jan-07 12:01
To : 92698869
Number of pages : 011
Start time : Jan-07 12:01
End time : Jan-07 12:02
Pages sent : 011
Status : OK

Job number : 277 *** SEND SUCCESSFUL ***



U.S. EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Chicago District Office

500 West Madison St., Suite 2800
Chicago, IL 60661
PH: (312) 353-2713
TDD: (312) 353-2421
ENFORCEMENT FAX: (312) 856-1168
LEGAL FAX: (312) 353-8555

FACSIMILE TRANSMITTAL COVER PAGE

FROM THE EEOC CHICAGO DISTRICT OFFICE LEGAL DIVISION

Date: January 7, 2002
Please deliver the following page(s) to:
Name: Susan Gallagher
Phone Number (312) 269-8519
FAX Number: (312)269-8869
From: Ann Henry
Trial Attorney
Phone Number: (312) 353-8558
Re: EEOC v. Motorola, Inc., 01C 7507
Total Number of Pages: 11 (including transmittal cover page)
Comments:

IF THIS FAX TRANSMISSION IS DIRECTED TO MORE THAN ONE ADDRESSEE, PLEASE COPY AND DISTRIBUTE TO ALL ADDRESSEES.

CONFIDENTIALITY NOTICE

This communication is intended for the sole use of the person(s) to whom it is addressed and may contain information that is privileged, confidential and exempt from disclosure.

Any dissemination, distribution or copying of this communication by anyone other than the intended recipient or the person responsible for its delivery is strictly prohibited.

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