

United States District Court, Northern District of Illinois

Name of Assigned Judge or Magistrate Judge	Milton I. Shadur	Sitting Judge if Other than Assigned Judge	
CASE NUMBER	99 C 1435	DATE	9/1/2000
CASE TITLE	USEEOC vs. Watlow Batavia		

[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) General Rule 21 FRCP41(a)(1) FRCP41(a)(2).
- (10) [Other docket entry] Enter Consent Judgment.
- (11) [For further detail see order attached to the original minute order.]

<input type="checkbox"/> No notices required, advised in open court. <input type="checkbox"/> No notices required. <input checked="" type="checkbox"/> Notices mailed by judge's staff. <input type="checkbox"/> Notified counsel by telephone. <input type="checkbox"/> Docketing to mail notices. <input type="checkbox"/> Mail AO 450 form. <input type="checkbox"/> Copy to judge/magistrate judge.	courtroom deputy's initials SN	ED-7 FILED FOR DOCKETING 00 SEP -1 PM 3: 59	number of notices	Document Number 8
			1 SEP 05 2000 <small>date docketed</small>	
			(initials) <small>docketing deputy initials</small>	
			9/1/2000 <small>date mailed notice</small>	
			SN <small>mailing deputy initials</small>	
		Date/time received in central Clerk's Office		

2. Defendant Watlow Batavia, Inc. denies all of the EEOC's allegations of discrimination and retaliation.

3. 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 Judgment. This Consent Judgment fully and finally resolves any and all issues and claims arising out of the Complaint filed by EEOC and Plaintiff-Intervenors in this action. Nothing contained in this Consent Judgment shall be construed as an admission with respect to any of the claims of the lawsuit.

FINDINGS

4. Having carefully examined the terms and provisions of this Consent Judgment, 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 Consent Judgment are adequate, fair, reasonable, equitable and just. The rights of the parties, the class members and the public interest are adequately protected by this Consent Judgment.
- c. This Consent Judgment 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 Consent Judgment will further the objectives of Title VII and will be in the best interests of the parties, the class members and the public.

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

NON-DISCRIMINATION

5. Watlow, its officers, agents (including management personnel), successors, assigns and all persons acting in concert with it shall not engage in any employment practice which discriminates on the basis of national origin in violation of Title VII.

6. Watlow, its officers, agents (including management personnel), successors, assigns and all persons acting in concert shall not reinstate, implement or enforce a rule or other measure requiring employees to speak only the English language during working hours.

NON-RETALIATION

7. Watlow, 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 Consent Judgment.

DEFINITIONS

8. For the purpose of this Consent Judgment, "class members" as used herein shall refer to the following individuals, all of whom worked in the Termination Department at Watlow:

- a. Carlos Aguirre
- b. Isabel Gonzalez
- c. Maria Lopez
- d. Oscar Medina
- e. Marcelina Navar
- f. Melesio Salgado

- g. Felipe Sanchez
- h. Carlos Solero

MONETARY RELIEF

9. After execution of appropriate releases and within ten (10) business days after entry of this Consent Judgment, Watlow shall pay to the class members on whose behalf EEOC brought suit One Hundred Ninety-Two Thousand Five Hundred Dollars (\$192,500) in settlement for damages claimed in this case. EEOC and Plaintiff-Intervenors shall provide Watlow with current addresses for the class members. The settlement amount will be paid as follows:

- a. Carlos Aguirre - \$10,545.00 less applicable withholding to cover all wage and benefit claims and \$10,545.00 to cover all other damage claims.
- b. Isabel Gonzalez - \$16,002.50 less applicable withholding to cover all wage and benefit claims and \$16,002.50 to cover all other damage claims.
- c. Maria Lopez - \$3,750 less applicable withholding to cover all wage and benefit claims and \$3,750 to cover all other damage claims.
- d. Oscar Medina - \$11,470.00 less applicable withholding to cover all wage and benefit claims and \$11,470.00 to cover all other damage claims.
- e. Marcelina Navar - \$23,402.50 less applicable withholding to cover all wage and benefit claims and \$23,402.50 to cover all other damage claims.
- f. Melesio Salgado - \$8,602.50 less applicable withholding to cover all wage and benefit claims and \$8,602.50 to cover all other damage claims.
- g. Felipe Sanchez - \$10,267.50 less applicable withholding to cover all wage and benefit claims and \$10,267.50 to cover all other damage claims.

- h. Carlos Solero - \$12,210.00 less applicable withholding to cover all wage and benefit claims and \$12,210.00 to cover all other damage claims.
 - i. \$100,000 to Gessler, Hughes & Socol as attorneys for the Plaintiffs.
 - j. An IRS Form 1099 will be issued for all non-wage payments cited herein.
10. In the event that any check is undeliverable, Defendant shall so notify EEOC, in writing, and EEOC shall have ten (10) business days to supply a new mailing address to Defendant to which Defendant shall mail the check or to notify Defendant that it cannot locate the class member. Within ten (10) business days of such latter notification, Defendant shall issue and mail to those class member(s) to whom checks were deliverable an equal *pro rata* share of the sum of the check(s) which were undeliverable.

TRAINING

11. Watlow shall provide training on Title VII according to the following terms:
 - a. Watlow shall retain and pay for a consultant or lecturer (“trainer”), approved by EEOC, to provide training, lasting no fewer than three (3) hours in length, on the subject of the employment provisions of Title VII, including what constitutes discrimination on the basis of national origin.
 - b. The training will be provided to all Watlow management, supervisory and human resource personnel. All participants shall be required to sign a registry upon completion of the training. The registry of attendance shall be retained by Watlow for the duration of this Consent Judgment.
 - c. Watlow shall first provide training on Title VII in accordance with Paragraph 10(a) within ninety (90) calendar days of the entry of this Consent Judgment. Watlow

shall then also provide training on at least one occasion in calendar year 2001 and on at least one occasion in calendar year 2002.

12. Within sixty (60) days prior to the proposed date(s) of training, Watlow shall submit the name(s), address(es), telephone number(s) and resume(s) of the proposed trainer(s), together with the date(s) of the proposed training session and a detailed topic outline of the contents of the training to EEOC.

13. EEOC shall then have thirty (30) calendar days from the date of receipt of the information described in Paragraph 10 above to accept or reject the proposed trainer(s) and/or the contents of the detailed topic outline. In the event that EEOC does not approve Watlow's designated trainer(s) and/or outline, Watlow shall have fifteen (15) calendar days to identify an alternate trainer and/or submit a revised outline. In the event EEOC does not approve Watlow's alternate trainer and/or revised outline, EEOC shall designate the trainer to be retained and paid for by Watlow and/or provide Watlow with an outline which shall serve as the basis for the substance of the training session.

14. EEOC shall not unreasonably withhold approval of Watlow's designated trainer(s) and/or detailed topic outline.

15. Upon EEOC's request, Watlow shall provide EEOC with any and all copies of pamphlets, brochures, outlines or other written, audiotaped or videotaped material(s) provided to the participants of the training session(s).

16. Watlow shall certify to EEOC in writing within five (5) business days after the training has occurred that the training has taken place and that the required personnel attended. Such certification shall include: (i) the date, location and duration of the training; (ii) a copy of the registry of attendance, which shall include the name and position or title of each person in

attendance; and (iii) a listing of all current management, supervisory and human resources personnel as of the date of training.

POSTING OF NOTICE

17. Within five (5) business days after entry of this Consent Judgment, Defendant shall post a same-sized copy of the Notice attached as Exhibit A to this Consent Judgment at its facility in a conspicuous location easily accessible to and commonly frequented by employees. The Notice shall remain posted for two (2) years from the date of entry of this Consent Judgment. Watlow shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Watlow shall certify to EEOC in writing within ten (10) business days after entry of the Consent Judgment that the Notice has been properly posted. Watlow shall permit a representative of EEOC to enter Watlow's premises for purposes of verifying compliance with this Paragraph at any time during normal business hours without prior notice.

RECORD KEEPING

18. For a period of two (2) years following entry of this Consent Judgment, Watlow shall maintain and make available for inspection and copying by EEOC records (including name, national origin, social security number, address and telephone number) of each person who complains, either formally or informally, of national origin discrimination.

19. Watlow shall make all documents or records referenced to in Paragraph 18 above available for inspection and copying within ten (10) business days after EEOC so requests. In addition, Watlow shall make available all persons within its employ whom EEOC reasonably requests for purposes of verifying compliance with this Consent Judgment and shall permit a representative of EEOC to meet with such persons on Watlow's premises or a mutually agreeable location for such purposes on ten (10) business days advance notice by EEOC.

20. Nothing contained in this Consent Judgment shall be construed to limit any obligation Watlow may otherwise have to maintain records under Title VII or any other law or regulation.

REPORTING

21. Watlow shall furnish to EEOC the following written reports semiannually for a period of two (2) years following entry of this Consent Judgment. The first report shall be due six (6) months after entry of the Consent Judgment. The final report shall be due two (2) years after entry of the Consent Judgment. Each report shall contain:

- a. a summary of the information collected pursuant to Paragraph 18 above during the preceding six (6) months, which summary shall identify the name, national origin, social security number, address and telephone number of the complainant(s), the nature of the complaint(s) and how the complaint(s) was resolved; and
- b. a certification by Watlow that the Notice required to be posted in Paragraph 17 above remained posted during the entire six (6) month period preceding the report.

DISPUTE RESOLUTION

22. In the event that any party to this Consent Judgment believes any other party has failed to comply with any provision of the Consent Judgment, 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 CONSENT JUDGMENT AND RETENTION OF JURISDICTION

23. All provisions of this Consent Judgment shall be in effect and the Court will retain jurisdiction of this matter to enforce this Consent Judgment for a period of two (2) years immediately following entry of the Consent Judgment, provided, however, that if, at the end of the two (2) year period, any disputes under Paragraph 22 above remain unresolved, the term of the Consent Judgment shall be automatically extended (and the Court will retain jurisdiction of this matter to enforce the Consent Judgment) until such time as all such disputes have been resolved.

MISCELLANEOUS PROVISIONS

24. Watlow shall bear the costs associated with its administration and implementation of the provisions of this Consent Judgment.

25. Watlow shall provide any potential successor with a copy of this Consent Judgment within a reasonable time prior to the conclusion of negotiations for acquisition or assumption of control of Watlow. Within five (5) business days of the acquisition or assumption of control by another entity, Watlow shall inform EEOC in writing that it has been succeeded by another entity or about to undergo any other material change in corporate structure.

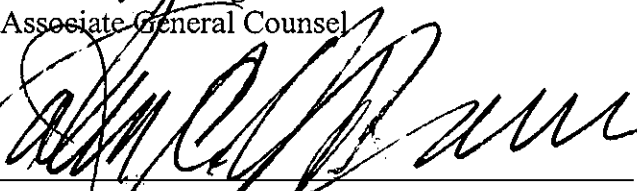
26. The terms of this Consent Judgment are and shall be binding upon the present and future representatives, agents, directors, officers, assigns and successors of Watlow.

27. When this Consent Judgment requires the submission by Watlow of documents or other materials to EEOC, such documents or other materials shall be mailed to José J. Behar, Equal Employment Opportunity Commission, Chicago District Office, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661.

For EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION:

C. Gregory Stewart
General Counsel

Gwendolyn Young Reams
Associate General Counsel



John C. Hendrickson
Regional Attorney



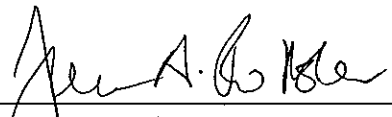
José J. Behar
Supervisory Trial Attorney

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION
500 West Madison Street
Suite 2800
Chicago, Illinois 60661
312/353-7722

DATE:

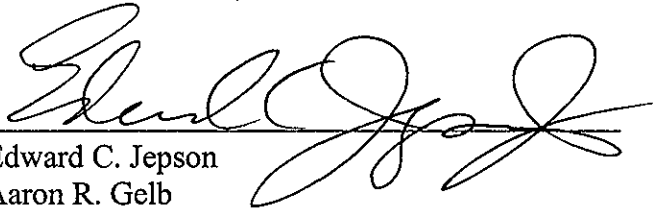
September 1, 2000

For PLAINTIFF-INTERVENORS:



Matthew J. Piers
Jonathan A. Rothstein
Dana H. Sukenik
GESSLER, HUGHES & SOCOL, LTD.
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70 West Madison Street
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Chicago, Illinois 60602
312/580-0100

For WATLOW BATAVIA, INC.:



Edward C. Jepson
Aaron R. Gelb
VEDDER, PRICE, KAUFMAN &
KAMMHOLZ
222 North LaSalle Street
Suite 2600
Chicago, Illinois 60601
312/609-7582

ENTERED:



Milton I. Shadur
United States District Court Judge

EXHIBIT A

NOTICE TO ALL WATLOW BATAVIA EMPLOYEES

This Notice is being posted pursuant to a Consent Judgment entered by the federal court in EEOC and Solero, et al. v. Watlow Batavia, Inc., Nos. 99 C 1430 and 99 C 1435 (N.D. Ill.), settling a lawsuit filed by the Equal Employment Opportunity Commission ("EEOC") against Watlow Batavia, Inc. ("Watlow Batavia").

In its suit, EEOC alleged that Watlow Batavia discriminated against a class of Hispanic employees on the basis of their national origin by implementing an illegal "speak English only" rule and by retaliating against certain individuals who opposed the rule in violation of Title VII of the Civil Rights Act of 1964, as amended ("Title VII"). Watlow Batavia has denied these allegations.

To resolve the case, Watlow Batavia and EEOC have entered into a Consent Judgment which requires, among other things, that:

1. Payment has been made to the eight (8) class members identified in the lawsuit.
2. Watlow Batavia will not discriminate on the basis of national origin and will not reinstate or implement a rule requiring employees to speak only the English language.
3. Watlow Batavia will not retaliate against any person who opposes any practice made unlawful by Title VII, who files a Title VII charge of discrimination, who participates in any Title VII proceeding or who asserts any rights under the Consent Judgment.
4. Watlow Batavia will train all its managers and supervisors concerning the employment provisions of Title VII.

EEOC enforces the federal laws against discrimination in employment on the basis of sex, race, color, religion, national origin, disability and age. If you believe you have been discriminated against, you may contact EEOC at 312/353-8195. 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 two (2) years 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: Watlow Batavia Settlement, EEOC, 500 West Madison Street, Suite 2800, Chicago, Illinois 60661.

Date

The Honorable Milton I. Shadur
United States District Court Judge