

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF INDIANA  
INDIANAPOLIS DIVISION

EQUAL EMPLOYMENT OPPORTUNITY )  
COMMISSION, )  
Plaintiff, )  
v. ) CIVIL ACTION NO.  
 ) IP 99-0884 C-T/G  
THOMSON CONSUMER ELECTRONICS, )  
INC. and INTERNATIONAL BROTHERHOOD )  
OF ELECTRICAL WORKERS, UNION LOCAL )  
NOS. 1424 and 1048, )  
Defendants. )  
\_\_\_\_\_ )

CONSENT DECREE

Civil Action No. IP 99-0884 C-T/G was instituted by the Equal Employment Opportunity Commission ("Commission") under the authority granted to it under Section 7(b) of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § 626(b), ("ADEA"), as amended by Section 2 of the Reorganization Plan No. 1 of 1978, 92 Stat. 3781, and by Public Law 98-532 (1984), 98 Stat. 2705. The Commission's action was brought to correct alleged unlawful employment practices on the basis of age.

The Commission and Thomson Consumer Electronics, Inc. ("Thomson") and the International Brotherhood of Electrical Workers, Union Local Nos. 1424 and 1048 ("IBEW"), hereby

stipulate to the jurisdiction of the Court over the parties.

The Commission, Thomson, and IBEW have advised this Court that they desire to resolve Civil Action No. IP 99-0884 C-T/G without the burden and expense of further litigation.

It is therefore, the finding of this Court, based on the pleadings and the record as a whole, that: (1) the Court has jurisdiction over the parties and the subject matter of this action; (2) the purpose and provisions of the ADEA will be promoted and effectuated by the entry of this Decree; and (3) this Decree resolves all the matters in controversy between the parties as provided in paragraphs 1 through 18 below.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED as follows:

1. Thomson and IBEW agree that they will not discriminate against employees on the basis of age and that no provisions of their collective bargaining agreements shall discriminate against employees on the basis of age. Thomson and IBEW are permanently enjoined from discriminating on the basis of age in their plant closing agreements.

2. Thomson and IBEW agree that there will be no discrimination or retaliation of any kind against any person because of opposition to any practice made unlawful under the ADEA, or because of the filing of a charge, the giving of testimony, assistance, or participation in any manner in an

investigation, proceeding or hearing under the ADEA.

3. Thomson shall pay the sum of \$3,550,000.00 in backpay and \$3,550,000.00 in liquidated damages to the former employees who received less severance pay than was paid to younger employees, in settlement of this lawsuit. The total settlement fund of \$7,100,000.00 shall be distributed to the class or their heirs or assigns in the event of death (all of whom shall be collectively referred to as "class members" for purposes of this settlement) on whose behalf the Commission sought relief in its Complaint. Thomson agrees not to deduct from this amount the employer's share of any costs, taxes or social security required by law to be paid by Thomson. Thomson shall deduct from each settlement award taxes and social security as required by law.

4. Within sixty days from the date of approval of the Consent Decree, Thomson will provide the Commission with the names, addresses, social security numbers, date of birth, years of service, date of permanent separation, weekly base pay at time of separation, continuous services credit, amount of benefits already received by each employee since August 13, 1996, pursuant to the provision of Section 9.05(5) of the collective bargaining agreement referenced in the Plant Closing Agreement signed by negotiators on June 12, 1997, and amount of payment received pursuant to paragraph (4)(B) of the Plant Closing Agreement for

all individuals who had thirty or more years of continuous service credit. This information shall be provided to the Commission by Thomson on machine-readable diskettes or CD-ROM format.

5. The Commission shall have one hundred fifty days from the date of approval of the Consent Decree to report to the Court on the proposed distribution of damages, procedures for class member notification and a fairness hearing. The Commission will then proceed as follows:

6.

a. Within ninety days of the issuance of a court order approving or modifying the Commission proposal, the Commission will notify each class member of the proposed distribution of the settlement fund, the requirement of signing a release to receive an award from the settlement fund, the requirement of keeping the Commission informed of any address changes and procedures for objecting to the proposed distribution. If no objections are filed, the Court will issue an order approving the distribution of the settlement fund to class members ("final order on distribution"). If objections are filed, a fairness hearing will be held before the Court issues the final order on distribution.

b. Within one hundred twenty days after the Court issues the final order on distribution, Thomson shall distribute the

settlement fund of \$7,100,000.00 to the class members or their heirs or assigns in the event of death (all of whom shall be collectively referred to as "class members").

6. In order to receive the settlement award, each class member shall execute a release in the form attached and made a part hereof as Appendix A. The Commission shall have forty-five days from the final order on distribution to obtain executed releases from the class members. Any class member who fails to timely return an executed release in the form set forth in Appendix A shall waive any claim to relief under this Decree and shall be barred from pursuing any claim raised or which could have been raised in the Commission's Complaint. If the Commission is unable to obtain an executed release from a class member in the time period specified, the class member's share of the settlement fund shall be distributed pursuant to the provisions of paragraph 7. Within sixty days of the final order on distribution, the Commission shall forward the executed releases to Thomson and the IBEW and notify Thomson of the names and addresses of the payees who are to receive settlement awards and the amount each is to receive. Payments shall be made by issuing checks in the specified amounts made payable to each payee and sent by certified mail to the payee's address. Thomson

shall mail a copy of each check and proof of its delivery (a signed certified mail receipt) to the Commission within ten days of mailing. The Commission shall notify Thomson of any change of address received from a class member so that its payment records may be adjusted accordingly. In the event that any check is returned to Thomson as undeliverable, Thomson will notify the Commission in writing within seven days of receipt of the returned check. The Commission will then attempt to locate the class member. In the event a class member fails to notify the Commission of a change of address and cannot be located by the Commission through reasonable means within thirty days, he/she shall forfeit any further payment out of the settlement fund which he/she would have received and his/her remaining share of the settlement fund shall be apportioned as described in paragraph 7. Subject to the requirements of withholding set forth in paragraph 3, the entire settlement fund of \$7,100,000.00 shall be distributed to the class members or to the United Way of Central Indiana and no portion shall revert to Thomson.

7. If the Commission is unable to obtain an executed release from a class member or is unable to locate a class member in the time period specified, the class member's share of the settlement fund shall be divided equally among the other class members who have returned executed releases or shall be

distributed to the United Way of Central Indiana. If the total sum of money owing to class members who have not returned releases reaches \$50,000.00 or higher, that amount shall be divided equally among the other class members who have returned executed releases. The Commission shall calculate any such division equally among the other class members who have returned executed releases. The Commission shall calculate any such division without further action by the Court. If the total sum of money owing to class members who have not returned releases and/or who cannot be located is less than \$50,000.00, that amount shall be donated to the United Way of Central Indiana.

8. Thomson and IBEW have removed all age discriminatory provisions from their collective bargaining agreement.

9. Thomson acknowledges the importance of training and will continue its commitment to training the appropriate personnel in EEO requirements and responsibilities.

10. Thomson and IBEW agree to post the Notice of Non-Discrimination Policy attached as Appendix B to this Decree in a conspicuous place on their premises at Thomson's Indianapolis, Indiana facility. Said notice shall remain posted throughout the term of this Decree.

11. Thomson and IBEW agree to submit reports to the EEOC detailing its compliance with this decree. Thomson and IBEW

certify that all age discriminatory provisions have been removed from their collective bargaining agreements. Thomson and IBEW further agree to submit copies of any new plant closing agreements executed between them, to the Commission during the term of this decree. Copies of any new plant closing agreements shall be sent to the attention of Laurie A. Young, Regional Attorney, or her successor, Equal Employment Opportunity Commission, 101 W. Ohio Street, Suite 1900, Indianapolis, Indiana, 46204.

12. Thomson and IBEW agree that the EEOC may review compliance with this Decree. As part of such review, the EEOC may interview employees and examine and copy documents, during normal business hours and after providing reasonable notice to Defendants' counsel.

13. In the event that the EEOC alleges that a violation of this Decree has occurred, prior to exercising any remedy provided by law, EEOC will give written notice to Thomson and IBEW, specifically identifying the violation. Thomson and IBEW will have thirty (30) days in which to investigate and respond to the allegation. Thereafter, the parties will have a period of thirty (30) days, or such additional period as may be agreed upon by them, in which to negotiate and confer regarding such allegation, before Plaintiff exercises any remedy provided by law.



14. In the event that there is a default under the terms of this Consent Decree, the Commission and Defendants shall be entitled to pursue any and all remedies for breach of this agreement available under state or federal law including recovery of their attorney fees and costs.

15. The Commission and Defendants stipulate that this Consent Decree may be enforced in this Court (i.e., the United States District Court for the Southern District of Indiana, Indianapolis Division) and shall be admissible as evidence in a subsequent proceeding in which either the Commission or the Defendants allege a default of this Decree.

16. The term of this Decree shall be for three years following the date of the entry of this decree. The Court shall maintain jurisdiction over the parties and the subject matter throughout the term of this Decree.

17. Thomson agrees to pay up to \$10,000.00 for the cost of a data base manager who will be used by the Commission to administer the terms of the Consent Decree including communications with the class members.

18. Except as specified in paragraph 17, each party shall be responsible for its own costs and attorney fees.

APPROVED:

---

DATE

---

JUDGE, U.S. DISTRICT COURT

Copies to:

Jo Ann Farnsworth  
Senior Trial Attorney  
Equal Employment Opportunity  
Commission  
101 W. Ohio St., Ste. 1900  
Indianapolis, IN 46204

Fred Towe  
FILLENWARTH DENNERLINE GROTH & TOWE  
Suite 204, 1213 N. Arlington Ave.  
Indianapolis, IN 46219

G. Roger King  
JONES, DAY, REAVIS & POGUE  
1900 Huntington Center  
41 South High St.  
Columbus, OH 43215

David Swider  
BOSE McKINNEY & EVANS  
2700 First Indiana Plaza  
135 North Pennsylvania St.  
Indianapolis, IN 46204

APPENDIX A

RELEASE

In consideration of the payment to me by Thomson Consumer Electronics, Inc. ("Thomson") of \$\_\_\_\_\_ and in consideration of the Consent Decree agreed to by the Equal Employment Opportunity Commission, Thomson and International Brotherhood of Electrical Workers, Union Local Nos. 1424 and 1048 ("IBEW") in Civil Action IP 99-0884 C-T/G, entered by the Court on the \_\_\_ day of \_\_\_\_\_, 1999, of which this Release is a part, I, \_\_\_\_\_, hereby fully and forever release and discharge Thomson and IBEW, its successors, affiliates and assigns, including its present and former directors, officers, employees and agents, from any claim or obligation based on alleged age discrimination in violation of the ADEA, arising out of the plant closing agreement signed by negotiators on June 12, 1997, which was raised or could have been raised in Civil Action No. IP 99-0884 C-T/G.

I acknowledge that I have not relied on any representations made by Defendants or the EEOC relating in any way to the tax treatment of the payments pursuant to this agreement.

I understand that I have the right to consult with an attorney prior to executing this release.

I have read this Release and I execute it voluntarily, without coercion or threat of reprisal.

IN WITNESS WHEREOF, this Release is signed and executed by me on  
the \_\_\_\_ day of \_\_\_\_\_, 1999.

\_\_\_\_\_  
County of            )  
                          )SS  
State of            )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_,  
1999.

\_\_\_\_\_  
Notary Public

County of Residence:\_\_\_\_\_

My Commission Expires:\_\_\_\_\_

APPENDIX B  
**EMPLOYEE**  
**NOTICE**

**Posted Pursuant to an Agreement with the**  
**U.S. EQUAL EMPLOYMENT OPPORTUNITY**  
**COMMISSION**  
**Indianapolis District Office**

NOTICE OF NON-DISCRIMINATION POLICY

This Notice is being distributed and posted by agreement between Thomson Consumer Electronics, Inc., International Brotherhood of Electrical Workers, Union Local Nos. 1424 and 1048 and the United States Equal Employment Opportunity Commission (EEOC) as part of a settlement in an age discrimination lawsuit.

Federal Law requires that there be no discrimination against any employee or applicant for employment because of the employee's age 40 and over.

Thomson and IBEW support and will comply with the Federal laws in all respects and agree that their collective bargaining agreements shall not discriminate on the basis of age. Thomson and IBEW will not take any actions against employees who have exercised their rights, by reporting an alleged violation under the law or by giving testimony, assisting or participating in any investigation, proceeding or hearing conducted by the U.S. Equal Employment Opportunity Commission.

An employee has the right, and is encouraged to exercise that right, to report allegations of employment discrimination in the workplace. An employee may contact the U.S. Equal Employment Opportunity Commission for the purpose of filing a charge of employment discrimination. In addition, employees are encouraged to contact Thomson's Human Resource representative.

**Questions concerning this notice may be addressed to:**

**Equal Employment Opportunity Commission**  
101 W. Ohio St., Suite 1900  
Indianapolis, Indiana 46204-4203  
Telephone: (317) 226-7212  
EEOC 800 #: 1-800-669-4000  
TDD: (317) 226-4162

