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United States District Court, D. Massachusetts.

Equal Employment Opportunity Commission, Plaintiff,

v.

ASTRA USA, INC., Defendant.

No. CIV. A. 98-40014. | Feb. 5, 1998.

Attorneys and Law Firms

James L. Lee, Regional Attorney, Katherine E. Bissell, Senior Trial Attorney, Equal Employment Opportunity Commission, New York, NY, for the Plaintiff.

Francis Carling, Collazo Carling & Mish LLP, New York, NY, for the Defendant.

Opinion

CONSENT DECREE

GORTON, District J.

*1 This Consent Decree is made and entered into by and between the Equal Employment Opportunity Commission (hereinafter the "EEOC" or "Commission") and Astra USA, Inc. (hereinafter "Astra USA")(the EEOC and Astra USA are collectively referred to herein as "the parties").

On February 5, 1998, the Commission initiated suit against Astra USA in the United States District Court for the District of Massachusetts, Civil Action No. 98-40014 based upon charges filed by Lelia Henry, charge no. 161 95 0199, Yvonne Stokes, charge no. 161 96 0296, and Tracy Knitter, charge 161 96 0414 ("the Charges"). The complaint alleges that Astra USA violated Title VII of the Civil Rights Act of 1964, as amended and Title I of the 1991 Civil Rights Act (collectively, "Title VII) by subjecting Lelia Henry, Yvonne Stokes, Tracy Knitter, and other similarly situated females to a hostile work environment because of their sex, female. The complaint alleges that these women were subjected to sexual harassment by Lars Bildman, other Astra USA management officials, its agents and its customers and that in some cases the sexual harassment included requests for sexual favors in exchange for favorable treatment on the job. The complaint further alleges that some of the women were forced to resign. The complaint further alleges that Confidential Settlement Agreements entered into by defendant and its employees/former employees violate Title VII because they prohibit individuals from cooperating with the EEOC in its investigatory process. Finally, the complaint alleges that defendant required employees to enter into binding arbitration agreements which waive their substantive rights to pursue compensatory damages, attorney fees and interest on backpay as well as limit punitive damages and front pay for violations of Title VII and the 1991 Civil Rights Act.

Astra USA states that Lars Bildman and other senior management officials responsible for any inappropriate conduct that may have occurred were removed from the company in the Spring of 1996. Astra USA further states that in May 1996 it began a comprehensive restructuring of its Human Resources Department and its Human Resources policies and programs, and that it has promptly investigated all complaints of sexual harassment and taken appropriate action in response. Astra USA denies the EEOC's allegations concerning the settlement agreements and arbitration agreements. Finally, Astra USA states that it has already taken many of the specific remedial actions described in this Decree.

The parties hereto desire to compromise and settle the differences embodied in the aforementioned lawsuit, and intend that the terms and conditions of the compromise and settlement be set forth in this Consent Decree.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is

E.E.O.C. v. Astra USA, Inc., Not Reported in F.Supp. (1998)

hereby acknowledged, the parties agree as follows, the Court finds appropriate, and therefore, it is ORDERED, ADJUDGED AND DECREED that:

*2 1. The Consent Decree resolves all issues in the Charges and further resolves all issues in the Complaint filed herein by the EEOC concerning acts of the defendant committed prior to the entry of the Decree.

2. The parties agree that this Court has jurisdiction of the subject matter of this action and of the parties for the duration of this agreement, that venue is proper, and that all administrative prerequisites have been met.

3. The parties agree that this Consent Decree constitutes the complete agreement between the EEOC and Astra USA with respect to the matters referred to herein. No waiver, modification or amendment of any provision of this Consent Decree shall be effective unless made in writing, approved by all parties to this decree and approved by the Court or ordered by the Court; except that the parties may mutually agree to modify the procedures in paragraphs 6 through 11 without approval of the Court.

General Provisions

4. Astra USA agrees (a) to comply with the provisions of its policy prohibiting sexual harassment, (b) consistent with that policy, to use its best efforts to maintain a workplace free of sexual harassment, and (c) not to discriminate or retaliate against any person alleging harassment, filing a charge, giving testimony or assistance or participating in any manner in this lawsuit or in an investigation of such allegations.

5. Astra USA agrees to post and keep posted in conspicuous places on its premises for the duration of this Consent Decree the notice pertaining to the application of Title VII as prescribed by the Commission and attached as Exhibit A.

Sexual Harassment Policy and Training

6. Astra USA shall maintain its Policy Against Sexual Harassment adopted on September 1, 1996 (the current version dated December 8, 1997, is attached as Exhibit B) and shall insure, to the extent not already provided, that it is issued to all employees within thirty (30) days of the entry of this Decree. In the event that Astra USA should discontinue the policy attached as Exhibit B, it shall submit a substitute policy to the EEOC for approval.

7. Astra USA agrees that all of its supervisors and managers shall be given training on Title VII, with specific emphasis on recognizing sexual harassment and the proper procedure to be followed if they become aware of sexual harassment in the workplace or they receive a complaint. The four hours of training that Astra USA gave to its managers and supervisors during the Fall 1996 training sessions is deemed by the EEOC to be in compliance with this paragraph.

8. Astra USA agrees that all new managers or supervisors shall be given the training described in paragraph 7 within ninety (90) days of being placed in a management or supervisory position.

9. Astra USA agrees that within sixty (60) days of the entry of this Decree it shall appoint a qualified individual unaffiliated with Astra USA, who is approved by the EEOC, to review on a semi-annual basis the company's compliance with its Policy Against Sexual Harassment during the duration of this Consent Decree. Specifically, this person shall be responsible for (a) reviewing the company's compliance with the claims handling procedures in the policy; (b) reviewing any complaints filed with Astra USA pursuant to the policy; (c) reviewing summaries of actions taken on such complaints to insure that appropriate remedial action was taken by the company, if warranted; and (d) reporting to the EEOC any discrepancies between the requirements under the policy and Astra USA's actions taken on any complaints filed pursuant to the policy. Except for communicating as may be necessary with Astra USA and the EEOC, this person shall retain all information supplied by Astra USA in strict confidence. Astra USA further agrees to notify all employees of the appointment of this party.

*3 10. Astra USA agrees that all new employees shall be given Astra USA's Policy Against Sexual Harassment; and Astra USA further agrees that new employees will be advised that any complaints of sexual harassment should be reported in accordance with that policy. Astra USA agrees that all new sales and marketing employees shall be advised that the giving of promotional opportunities and the assignment of territories shall be made solely on the basis of merit.

E.E.O.C. v. Astra USA, Inc., Not Reported in F.Supp. (1998)

11. Astra USA agrees to give training to its sales representatives on how to respond to sexual harassment by customers or contractors. Astra USA agrees to investigate and to take prompt remedial action, if warranted, in the event of any complaint of such harassment, which action will include, where appropriate, termination of its business relationship with the customer or contractor.

Monetary Relief

12. The parties agree that Astra USA will pay the sum of \$9,850,000.00 (hereinafter the "Claim Fund") to be divided among all eligible claimants by a Special Master (who may be an individual or group of individuals) selected mutually by the parties and approved by the Court. Astra USA will prepare and tender the award checks in accordance with the provisions hereafter noted. Within ten (10) days of the entry of this Consent Decree, the Claim Fund shall be placed in an interest-bearing account for the benefit of the claimants qualified for monetary relief. Fees and expenses of the Special Master and the compliance monitor provided for in paragraph 9 shall be paid by Astra USA.

13. Within one week of the entry of this Decree, the EEOC shall provide notice, in a form agreed to by the parties, to all eligible claimants as described in paragraph 17, via letter, that a settlement has been reached between Astra USA and the EEOC and that the Claim Fund has been set up for eligible claimants as described in paragraph 17. Employees and former employees shall be advised that, if they wish to make application for an award from the Claim Fund they must do so in a writing mailed to the Special Master not later than eight weeks after entry of the Consent Decree. The notice shall provide that Astra USA shall take no adverse action against any employees or former employees for filing such an application. A copy of such notice is attached as Exhibit C. In addition, Astra USA shall provide notice, in a form agreed to by the parties, to all eligible claimants who are still employed by Astra USA advising them of the settlement.

14. The parties may agree by stipulation as to the amount to be awarded from the Claim Fund to any particular claimant, and may also agree to exclude the claims of certain individuals from any award from the Claim Fund. Any such stipulation shall be filed under seal, impounded by the Court, and held in strict confidence by the parties. The Special Master shall be bound by the terms of any such stipulation.

15. The Special Master may seek the assistance of the EEOC in evaluating applications filed by claimants pursuant to the provisions of paragraph 13. Astra USA shall provide information to the Special Master, if requested. Within 90 days after the date for filing of applications to the Claim Fund, the Special Master shall notify the parties as to the names of employees and former employees whose applications to share in the Claim Fund have been granted, and the amount to be received by each. The parties shall have 21 days, from receipt of such notice, to file any objections with the Special Master as to the distribution of the money. The Special Master shall consider objections filed, if any, and shall make appropriate adjustments in the awards from the Claim Fund. Within a week after the time limit for filing objections, the Special Master shall notify each claimant and the parties of the amount to be received by the claimant. If any claimant or either of the parties wishes to challenge the Special Master's award, they shall do so in writing mailed to the Special Master within 21 days of the date of the Special Master's notice to them. If any such challenges are received, the Special Master shall so inform the parties and the claimant in question, and the Court shall conduct a hearing to determine if the amount is fair. If a hearing is to be held, claimants and the parties will be sent notice by mail. A copy of such notice is attached as Exhibit D (with appropriate date and time to be included). Astra USA may take a position regarding the apportionment of the Claim Fund at such fairness hearing, but shall not be required to attend any hearing or participate in any way regarding challenged apportionments.

*4 16. Within 10 days of the entry of any Court order adjudicating such challenges, the Special Master shall give notice to the parties as to the names of the claimants and the amount to be received by each. Within one week of such notification, the Special Master shall mail a form release and, if applicable, a stipulation withdrawing with prejudice any pending action of that individual against Astra USA, to each eligible claimant. A copy of the form release to be sent to individuals is attached as Exhibit E. The Special Master shall be charged with the responsibility to advise each eligible claimant as to the effect of signing the release form. Astra USA shall mail settlement checks drawn on the Claim Fund to each person on the Special Master's list within two weeks of receiving the form release, and, if applicable, a stipulation of dismissal, signed by that person. Within three days after all such payments have been made, a copy of the checks shall be transmitted to the EEOC.

17. The parties agree that eligible claimants shall be those individuals who were employed by Astra USA between January 1, 1993 and the date of the entry of this Consent Decree (the "Claim Period") who submit credible evidence that subsequent to January 1, 1993, they were subjected to a hostile work environment because of their sex and/or that they were forced or pressured to cover up sexual harassment.

E.E.O.C. v. Astra USA, Inc., Not Reported in F.Supp. (1998)

18. The Claim Fund shall be divided among those persons described in paragraph 17. Based upon the evidence provided by the eligible claimants, the Special Master shall award appropriate monetary relief which may include backpay, pecuniary and non-pecuniary compensatory damages, punitive damages, and lost benefits. No individual shall receive more than \$300,000.00 in non-pecuniary compensatory and punitive damages. The Special Master shall divide the entire Claim Fund among the claimants. No portion of the fund shall remit to Astra USA.

19. The remedies provided under this Consent Decree shall be the exclusive remedies available under Title VII to any employee or former employee of Astra USA with a claim of sexual harassment, sex discrimination or retaliation arising in the Claims Period, who has not filed a timely charge of discrimination with the EEOC.

SETTLEMENT AGREEMENTS

20. Astra USA agrees that for the duration of the consent decree any settlement agreements it enters into shall not use any language that prohibits a party from filing a charge with the EEOC, voluntarily cooperating in an EEOC investigation as a witness or aggrieved individual or providing information to the EEOC on Astra USA's employment practices. Astra USA further agrees that it will not retaliate in any way against an individual who signs such a settlement agreement and subsequently files a charge or cooperates with the EEOC.

ARBITRATION AGREEMENTS

21. Astra USA agrees that it shall not enforce its standard arbitration agreement without waiving those provisions in the standard arbitration agreement that had the effect of limiting the arbitrator's right to award full Title VII remedies. As Astra USA has heretofore voluntarily waived those provisions with respect to certain former employees, Astra USA will extend that waiver to all employees and former employees who are parties to such arbitration agreements. Within 90 days of the entry of this decree, Astra USA agrees to notify all employees and former employees of this provision and that the standard arbitration agreement does not limit the arbitrator's right to award full Title VII remedies.

*5 22. Astra USA agrees that any arbitration agreement it requires as a condition of employment for employees shall provide for an arbitration process that includes all substantive rights afforded under Title VII, including compensatory damages, punitive damages, interest on backpay, attorney's fees and front pay. Astra USA further agrees to maintain a roster of arbitration awards, to which employees shall have access, giving the nature of each claim arbitrated and the arbitrator's award. Nothing in this paragraph shall be construed as a modification or waiver of the EEOC's Policy Statement on Mandatory Binding Arbitration of Employment Discrimination Disputes as a Condition of Employment.

REPORTING

23. Within sixty (60) days of the entry of this Consent Decree, Astra USA shall provide the EEOC, New York District Office with a listing of all managers and supervisors who have received the training described in paragraph 7 since the Fall of 1996 and the entry of this Consent Decree. Thereafter, on a semi-annual basis beginning on July 1, 1998, and for the duration of this Consent Decree, Astra USA shall provide the EEOC, New York District Office with a listing of all managers and supervisors receiving the training described in paragraph 7, the date the individual was placed in a management or supervisory position, and the date of the training.

24. Semi-annually beginning July 1, 1998, Astra USA shall provide the EEOC with information on any sexual harassment complaints received during the preceding half-year. Astra USA shall provide to the EEOC the name of the complainant, the name of the alleged harasser, the results of the investigation of the complaint, and any remedial action, if any, taken by Astra USA. All such information provided by Astra USA on any such complaint shall be held in strict confidence by the EEOC as required pursuant to 42 U.S.C.2000e-8(e) and 29 C.F.R. § 1601.22 unless litigation is subsequently commenced on that complaint.

25. Astra USA shall provide the EEOC with verification of all monetary payments made pursuant to paragraph 16, in accordance with the provisions of that paragraph.

26. Astra USA shall provide the EEOC with copies of all notices sent out by it pursuant to paragraphs 9, 10, and 21 of this Decree.

Duration and Miscellaneous Provisions

- 27. The effective date of this decree shall be its date of entry as an order of the Court.
- 28. The Consent decree shall continue in force and effect for a period of two (2) years from entry of the decree.
- 29. No party shall contest the validity of this Consent Decree nor the jurisdiction of the Federal District Court to enforce this Consent Decree and its terms or the right of any party to bring an enforcement action upon breach of any term of this decree by any party. Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in the event that Astra USA fails to perform the promises and representation contained herein. The EEOC shall determine whether Astra USA has complied with the terms of this Consent Decree and shall be authorized to seek compliance with the Consent Decree by civil action filed with this Court. The Court shall retain jurisdiction over any such proceeding arising from an act, or failure to act, occurring during the duration of this Consent Decree.
- *6 30. Nothing contained in this Consent Decree shall be deemed an admission by Astra USA of any violation of Title VII or of any other statute or law.
- 31. The parties shall each pay their own costs associated with this action.

EXHIBIT A

NOTICE TO ALL EMPLOYEES POSTED PURSUANT TO A CONSENT DECREE

- 1. This *NOTICE* is being posted as part of an agreement pursuant to a Consent Decree between Astra USA, Inc. and the U.S. Equal Employment Opportunity Commission in the case: *EEOC v. Astra USA, Inc.*,
- 2. Federal law, Title VII of the Civil Rights Act of 1964, as amended, requires that there be no discrimination against any employee because of that person's sex, race, color, religion or national origin with respect to hiring, compensation, promotion, discharge or other terms, conditions or privileges of employment.
- 3. Astra USA, Inc. agrees that all employment practices and all terms and conditions of employment shall be maintained and conducted in a manner which does not discriminate on the basis of sex in violation of Title VII of the Civil Rights Act of 1964, as amended.
- 4. Astra USA, Inc. agrees that there shall be no discrimination or retaliation of any kind against any person because of opposition to any practice declared unlawful under Title VII of the Civil Rights Act of 1964, as amended, or because of the filing of a charge; giving testimony or assistance or participating in any manner in any investigation, proceeding or hearing under Title VII.
- 5. This notice shall remain posted for the duration of the Consent Decree, until , and shall not be altered or removed until that time.

SIGNED this ____ day of _____, 19__.

EXHIBIT B

POLICY AGAINST SEXUAL HARASSMENT

I. INTRODUCTION

It is Astra's policy to prohibit sexual harassment of employees in the workplace by any person and in any form. Sexual harassment of or by employees or applicants for employment in the workplace or in other settings in which employees may find themselves in connection with their employment is unlawful conduct for which Astra has zero tolerance. Further, any retaliation against an individual who has complained about sexual harassment or who has cooperated with an investigation of a sexual harassment complaint is also unlawful and will not be tolerated. To achieve Astra's goal of providing a workplace free from sexual harassment, this policy describes the type of conduct that will not be tolerated and provides a procedure for the reporting and investigation of inappropriate conduct.

Because Astra takes allegations of sexual harassment seriously, the Company will respond promptly to complaints of sexual harassment, and where it is determined that such inappropriate conduct has occurred, the Company will act promptly to eliminate the conduct and impose such corrective action as is necessary, including disciplinary action where appropriate.

II. DEFINITION OF SEXUAL HARASSMENT

The legal definition of sexual harassment is as follows:

*7 "Sexual harassment" means sexual unwelcome advances, requests for sexual favors, and verbal or physical conduct of a sexual nature when:

- (a) submission to or rejection of such advances, requests, or conduct is made either explicitly or implicitly a term or condition of employment or as a basis for employment decisions; or
- (b) such advances, requests or conduct have the purpose or effect of unreasonably interfering with an individual's work performance by creating an intimidating, hostile, humiliating or sexually offensive work environment.

III. CONDUCT PROHIBITED BY ASTRA'S POLICY

No manager, supervisor or other employee shall threaten or suggest, either explicitly or implicitly, that another employee or applicant's refusal to submit to sexual advances in any form will in any way affect that person's employment, continued employment, performance evaluation ratings, wages, compensation, benefits, advancement, promotion, assigned duties, or any other term or condition of employment. All employees are prohibited from offering, promising or granting preferential treatment to any employee or applicant for employment as result of that individual engaging or agreeing to engage in sexual conduct.

No employee shall engage in behavior of a sexual nature, whether physical, verbal, or visual, that may be offensive to others; interfere with another employee's work performance; or create an intimidating, hostile, humiliating or offensive working environment. While it is not possible to list all the behaviors that may violate this policy, examples of behavior that violates this policy include:

1. Unwelcome sexual flirtations, advances, or propositions;
2. Requests or pressure for sexual favors;
3. Jokes, stories, or verbal abuse of a sexual nature;
4. Comments about a person's body or about a person's sexual activities, deficiencies or prowess;
5. Sexually explicit, offensive or degrading words used to describe a person;
6. Cornering, leering, whistling, brushing against the body or other suggestive or insulting comments and gestures, and unnecessary physical contact;
7. The display in the workplace, while on the job or at an Astra function, of sexually suggestive objects, pictures or cartoons;
8. Inquiries into one's sexual experiences or sexual activities; and

8. Unwelcome or unnecessary physical contact.

Astra will not tolerate any form of sexually harassing conduct on the job by customers, consultants, visitors, vendors, contractors, or other non-employees, whether inside or outside the workplace.

IV. COMPLAINTS OF SEXUAL HARASSMENT

Any individual who feels that he or she has been subjected to sexual harassment in any form by any manager, supervisor, co-worker, customer, client, consultant, contractor or other visitor, has the right to file a complaint with Astra. This may be done orally or in writing. If you would like to file a complaint, you may do so by contacting Lynn Tetrault, Vice President of Human Resources at (508) 836-8351 or extension 2307; Theos D. McKinney III, Associate Counsel of Human Resources at (508) 836-8449 or extension 2657; Judy Kolessar, Manager, Employee Relations and Communications at (508) 836-8321 or extension 2511; Jil Stoddard, Director of Human Resources, Planning and Employment at (508) 836-8482 or extension 2464; or a Human Resources Administrator. An employee who feels comfortable reporting an incident of harassment to his or her supervisor may do so. Managers and supervisors who become aware of any conduct or incident that could be construed as sexual harassment must report and any non-supervisory employee who observes any sexually harassing conduct or incident(s) should report such conduct or incident(s) to any of the above-named Astra officials.

V. INVESTIGATION

*8 Astra will investigate all allegations of sexual harassment in as prompt and confidential a manner as possible. The Vice President of Human Resources will review the investigation and appropriate corrective action will be taken when warranted. The employee who made the complaint will be advised generally of the results of the investigation. Any employee who is found, as a result of such an investigation, to have engaged in any inappropriate behavior in violation of this policy against sexual harassment will be subject to appropriate disciplinary action, up to and including termination of employment.

An employee who has complained of sexual harassment or who has been disciplined for violating Astra's policy against sexual harassment may appeal the result of the investigation or the discipline imposed to Derek Brown, the General Counsel. An employee must request an appeal within 7 calendar days of being informed of the result or the disciplinary action.

Astra expects employees who are contacted in the course of an investigation of an allegation of sexual harassment to cooperate fully, and to treat the matter confidentially. Retaliation in any form against an employee or applicant who exercised his or her right to make a complaint under this policy, or who provides information in the course of an investigation of an allegation of sexual harassment, is strictly prohibited and will itself be cause for appropriate disciplinary action.

In addition to making a complaint as explained above, if you believe you have been subjected to sexual harassment, you may file a formal complaint with either or both of the government agencies set forth below or with the appropriate agency in the state where you work. Using Astra's complaint procedure does not prohibit you from filing a complaint with these agencies. Each of the agencies has a short time period for filing a claim, and you should contact them promptly to understand the consequences of these time periods on your legal rights.

1. The United States Equal Employment Opportunity Commission (EEOC)

One Congress Street—10th Floor

Boston, Massachusetts 02114

(617) 565-3200

2. The Massachusetts Commission Against Discrimination (MCAD)

One Ashburton Place—Room 601

Boston, Massachusetts 02108

(617) 727-3990

E.E.O.C. v. Astra USA, Inc., Not Reported in F.Supp. (1998)

Springfield office:

424 Dwight Street—Room 220

Springfield, Massachusetts 01103

(413) 739-2145

Any questions regarding Astra’s policy against sexual harassment should be addressed to Lynn Tetrault, Vice President of Human Resources; Theos D. McKinney III, Associate Counsel of Human Resources; Judy Kolessar, Manager, Employee Relations and Communications; Jil Stoddard, Director of Human Resources, Planning and Employment; or a Human Resources administrator at the telephone numbers or extensions listed above.

EXHIBIT C

Dear:

I am writing to inform you that the Equal Employment Opportunity Commission (EEOC) and Astra USA, Inc. (Astra) have reached a settlement of claims against Astra USA, Inc. for sexual harassment. The terms of the settlement are contained in a Consent Decree filed in the United States District Court for the District of Massachusetts in *EEOC v. Astra USA, Inc., Civil Action No. .*

***9** As part of the settlement a claim fund has been established to provide monetary relief to victims of discrimination. Astra employees, and former employees who were employed by Astra between January 1, 1993 and ,who believe that they were subjected to a hostile work environment because of their sex and/or forced or pressured to cover up sexual harassment are entitled to make an application for an award from this fund.

To apply for an award from this fund, complete the enclosed claim form and return it the Special Master at the following address:

In order to be eligible for an award your claim form must be received by the Special Master no later than . No adverse action shall be taken by Astra against any employee or former employee for making a claim to the claim fund. Federal Law and the Consent Decree prohibit Astra from retaliating against any person alleging sexual harassment or participating in any manner in this lawsuit.

If you have questions concerning this letter or the settlement you may contact Katherine E. Bissell, EEOC Senior Trial Attorney at (212) 748-8428, or Lynn A. Tetrault, Astra Vice President of Human Resources at .

Sincerely

Katherine E. Bissell

Senior Trial Attorney

ASTRA CLAIM FORM

Name:

Current Address:

E.E.O.C. v. Astra USA, Inc., Not Reported in F.Supp. (1998)

Dates of Employment with Astra:

Positions Held (include dates you held each position):

Do you believe that you were a victim of sexual harassment while employed by Astra?

Describe in detail all incidents of sexual harassment that form the basis of your belief (use additional sheets of paper if necessary).

Describe how the incidents of sexual harassment affected you.

Did you seek any medical treatment (including any form of counseling) because of the sexual harassment you experienced at Astra? If so, describe the treatment you received.

Were you asked to sign a letter regarding sexual harassment at Astra? If yes, describe the circumstances surrounding the request and indicate whether or not you signed the letter.

If you are no longer employed by Astra state the reason(s) you left your employment with Astra.

If you left your employment with Astra because of your belief that you were sexually harassed, please provide your employment history including any and all wages earned since you left Astra; during any periods of unemployment indicate whether or not you were actively seeking employment.

Describe all damages incurred by you as a result of the sexual harassment you believe you experienced.

Did you make any complaints about sexual harassment to Astra or any governmental agency? If so, for each complaint, state the date of the complaint, the person complained to, the nature of the complaint, whether the complaint was in writing and any action taken on the complaint.

***10**

Do you have any documents related to your claim against Astra?
If so, please attach copies of all those documents to this form.

By submitting this form, I agree that the claim fund established pursuant to the Consent Decree filed in the United States District Court for the District of Massachusetts in *EEOC v. Astra USA, Inc.*, Civil Action No. ___, shall be my exclusive remedy under Title VII of the Civil Rights Act of 1964 on any claim of sexual harassment, sex discrimination or retaliation arising between January 1, 1993 and the date indicated below. I also understand that in the event the Special Master awards me damages, I will have to execute a release of claims against Astra in order to receive that award from the claims fund.

.....

Claimant

Date

Equal Employment Opportunity Commission v. Astra USA, Inc.

Instructions for Completing Claim Form

The attached claim form must be completed if you are making a claim under the terms of the Consent Decree in *EEOC v. Astra*. It is important that each question be answered completely. Use additional sheets of paper if necessary. If you use additional sheets of paper please number your responses to correspond to the questions on the claims form. The following instructions provide an explanation of the questions asked on the claim form. Please read the entire instruction sheet before starting the claim form.

Positions Held

If you qualify to participate in the claim fund, and the Special Master determines that you experienced sexual harassment as

E.E.O.C. v. Astra USA, Inc., Not Reported in F.Supp. (1998)

that term is defined by Title VII of the Civil Rights Act of 1964, the Special Master may determine appropriate damages. In order to assist the Special Master, you should list the title of the positions that you hold or held at Astra, the dates that you held those positions and, if you believe you lost wages due to sexual harassment, the pay that you received in each position.

Do you believe that you were a victim of sexual harassment while employed by Astra?

Title VII prohibits two types of sexual harassment, quid pro quo and hostile work environment. Quid pro quo harassment occurs when a job benefit, such as a raise, promotion or transfer, is conditioned upon a response to a request for sexual favors. Hostile work environment sexual harassment occurs when unwelcome conduct of a sexual nature is so severe or pervasive as to alter the conditions of employment and create an intimidating work environment. If you believe that what you experienced fits either of these definitions, you should answer YES.

Describe in detail all incidents of sexual harassment that form the basis of your belief.

In order to assist the Special Master in evaluating your claim, you should describe in as much detail as possible the specific incidents that you believe amounted to sexual harassment. You should include dates, names of witnesses or people you told about the incidents, and a description of what occurred.

Describe how the incidents of sexual harassment affected you.

***11** If you believe you were subjected to quid pro quo harassment, you should explain how you responded to the request and what happened as a result of your response. If you believe you were subjected to hostile work environment harassment, you should describe whether the harassment affected your desire or ability to perform your job. If what you experienced in the workplace had any effect on you outside of the workplace, you should describe that also.

Did you seek any medical treatment (including any form of counseling) because of the sexual harassment you experienced at Astra? If so, describe the treatment you received.

If you experienced sexual harassment, Title VII permits the recovery of out of pocket expenses as well as damages for emotional distress. The extent and duration of any medical treatment you received due to sexual harassment may be relevant to the assessment of both types of damages.

Were you asked to sign a letter regarding sexual harassment at Astra? If yes, describe the circumstances surrounding the request and indicate whether or not you signed the letter.

In or around January 1996, some employees were asked to sign a letter indicating that they had never seen or experienced sexual harassment at Astra. If you were one of those employees, then you should describe here how and when you were requested to sign the letter, what you chose to do in response to that request, and whether there were any repercussions as a result of your choice.

If you are no longer employed by Astra, state the reasons(s) you left your employment with Astra.

If the reason you left your employment with Astra was either resignation or an involuntary termination, you should explain whether the circumstances surrounding the end of your employment with Astra included your belief that you experienced sexual harassment.

If you left your employment with Astra because of your belief that you were a victim of sexual harassment, provide your employment history including wages earned since you left Astra; during any periods of unemployment, indicate whether or not you were actively seeking employment.

If you qualify to participate in the claim fund, and the Special Master determines that you experienced sexual harassment as that term is defined by Title VII of the Civil Rights Act of 1964, the Special Master may determine appropriate damages. In

order to assist the Special Master, you should describe your efforts to obtain subsequent employment and the results of those efforts.

Describe all damages incurred by you as a result of the sexual harassment you believe you experienced.

If you experienced sexual harassment, Title VII permits the recovery of out of pocket expenses as well as damages for emotional distress. If you believe you suffered either type of damages, then describe here the reasons for that belief.

Did you make any complaints about sexual harassment to Astra or any governmental agency? If so, for each complaint, state the date of the complaint, the person complained to, the nature of the complaint, whether the complaint was in writing and any action taken on the complaint.

*12 If you complained to Astra about harassment, Astra's response may be relevant to the assessment of damages. In order to assist the Special Master, please describe in specific detail the circumstances of any such complaint and the company's response. It may also be relevant if you complained to a governmental agency.

Do you have any documents related to your claim against Astra? If so, please attach copies of all those documents to this form.

If you have any documents you believe are in any way related to your claim, you should submit copies to the Special Master along with the claim form.

EXHIBIT D

NOTICE OF FAIRNESS HEARING

Pursuant to Paragraph 15 of the Consent Decree filed herein, the Court shall hold a fairness hearing on objections filed to apportioned awards under the claims fund. The hearing shall be held on _____, 1998, beginning at _____ in Courtroom _____ of the United States District Court District of Massachusetts.

It is so ordered this _____, day of _____, 1998.