

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

EQUAL EMPLOYMENT OPPORTUNITY	)	
COMMISSION,	)	
	)	
Plaintiff,	)	Civil Action No.
	)	1:06-cv-11734-RWZ
	)	
v.	)	
	)	
	)	
THE LUBRIZOL CORPORATION and	)	
NOVEON, INC.,	)	
	)	
Defendants.	)	
_____	)	

**CONSENT DECREE**

The parties to this Consent Decree are plaintiff Equal Employment Opportunity Commission (hereafter "EEOC"), and defendants The Lubrizol Corporation and Noveon, Inc. (hereafter collectively referred to as "Lubrizol" or "Defendant"). The EEOC brought this action on September 27, 2006, pursuant to Title VII of the Civil Rights Act of 1964, as amended, ("Title VII"), and Title I of the Civil Rights Act of 1991 (the "Civil Rights Act"). The EEOC alleged that employees in Lubrizol's recently acquired Wilmington plant had discriminated against Truc La, who had been born in Vietnam, by creating a hostile environment based on his race and national origin and constructively discharging him. The EEOC also alleged that the same employees had discriminated against Michael Richer by

terminating his employment in retaliation for his support of Mr. La's claims of harassment.

The EEOC and Lubrizol (hereinafter "the parties") desire to compromise and settle the differences embodied in the aforementioned lawsuit, and therefore do hereby stipulate and consent to the entry of this Decree as final and binding between the EEOC and Lubrizol and its successors or assigns. The parties agree that it is in their mutual interest to resolve fully this matter without the costs, uncertainty, expense, and delay of litigation.

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows, the Court finds appropriate, and therefore, it is ORDERED, ADJUDGED AND DECREED that:

I. General Provisions

1. The parties agree and the Court finds that this Court has jurisdiction of the subject matter of this action and of the parties, that venue is proper, and that all administrative prerequisites have been met. No party shall contest the validity of this Decree, or the jurisdiction of the federal district court to enforce this Decree and its terms.

2. This Consent Decree resolves all issues concerning alleged discrimination by Lubrizol through the date of this Consent Decree which were raised in the Complaint filed by the EEOC in this case. This Consent Decree also resolves all issues that were raised in the Charges filed by Truc La and Michael Richer with the EEOC and/or Massachusetts Commission Against Discrimination against Lubrizol. The Parties agree and understand that this Decree in no way affects the EEOC's right to process any pending or future charges that may be filed against Lubrizol and to commence civil actions on any such charges.

3. The parties agree that this Decree may be entered into without Findings of Fact and Conclusions of Law having been made and entered by the Court.

4. This Decree is being issued with the consent of the parties and does not constitute an adjudication or finding by this Court on the merits of the allegations of the Complaint. Nothing contained in this Decree shall be construed as an admission of liability on the part of Defendant, which has denied the allegations of the Complaint.

5. This Consent Decree shall become effective upon its entry by the Court (the "effective date").

6. Each party shall bear its own costs and attorney fees, unless otherwise specified.

7. The parties agree that this Consent Decree constitutes the complete agreement between them, and it supersedes all rights, obligations, negotiations, representations, and writings prior to the date of this Consent Decree. 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 Consent Decree, and approved or ordered by the Court.

**II. Injunctive Relief**

Defendant and its managers, officers, agents, successors, and assigns, will not discriminate against any individual because of the individual's race or national origin, subject employees to differential treatment regarding the terms and conditions of employment on the basis of their race or national origin, or engage in retaliation against any individual for asserting her or his rights under Title VII.

**III. MONETARY RELIEF**

1. In settlement of this dispute, Defendant shall pay a total of \$414,000 (Four hundred and fourteen thousand dollars) according to the following schedule:

a. On or before December 27, 2006, \$130,000 to Truc La. Such payment constitutes damages for alleged emotional pain and suffering, for which a Form 1099 shall issue.

b. On or before December 27, 2006, \$35,000 to Mitchell J. Notis, Esq. as attorneys fees incurred by Mr. La in the legal action which is the subject of this Decree.

c. On or after January 1, 2007, and before January 12, 2007, \$130,000 to Truc La. Such payment constitutes damages for alleged emotional pain and suffering, for which a Form 1099 shall issue.

d. On or after January 1, 2007, and before January 12, 2007, \$35,000.00 to Mitchell J. Notis, Esq. as attorneys fees incurred by Mr. La in the legal action which is the subject of this decree.

e. On or before December 27, 2006, \$42,000 to Michael Richer, in two separate checks of \$14,000, less deductions for FICA, and \$28,000, from which no deductions will be made. A form W-2 shall issue for the \$14,000 payment. A form 1099 shall issue for the \$28,000 payment, which constitutes damages for alleged emotional pain and suffering.

f. On or after January 1, 2007, and before January 12, 2007, \$42,000 to Michael Richer, from which no deductions shall

be made. Such payment constitutes damages for alleged emotional pain and suffering, for which a Form 1099 shall issue.

2. The payment dates in separate tax years are a material condition of this agreement.

3. The payments to Mr. La and his attorney shall be subject to the execution by Mr. La of a separate release and settlement agreement acceptable to Mr. La and Defendant. All payments to Mr. La and Attorney Notis are to be delivered by overnight mail to Mitchell J. Notis, Esq., 370 Washington Street, Brookline, MA 02445.

4. The payments to Mr. Richer shall be subject to the execution by Mr. Richer of the release attached as Exhibit C. Payments to Mr. Richer shall be made by delivering, by overnight mail, checks payable to Michael Richer in the amounts set forth above to an address to be supplied by the EEOC.

5. Defendant shall send copies of the checks, W2 and 1099 forms, and proofs of mailing to EEOC c/o Markus L. Penzel, Senior Trial Attorney, EEOC, Boston Area Office, JFK Federal Bldg. Room 475, Boston, MA 02203-0506, simultaneously with Defendant's delivery to Truc La and Michael Richer.

**IV. Non-Monetary Relief**

**A. Posting**

No later than seven (7) days after the effective date, Defendant shall post at its Wilmington, MA, facility a copy of a remedial notice printed on its letterhead and signed by its Chief Executive Officer, attached hereto as Exhibit "A." This notice shall remain posted for the duration of this Decree.

**B. Anti-discrimination and EEO Policies**

Defendant shall adopt as part of its HR policies and distribute to all employees the amended "Anti-Harassment and Nondiscrimination" policy and amended "Equal Employment Opportunity" policy attached as Exhibits "B.1" and "B.2". These amended policies will be adopted, distributed, and included in any relevant policy or employee manuals kept by Defendant, within thirty days of the effective date.

**C. Training**

1. Defendants shall conduct a minimum four (4) hour training session for all management employees at its Wilmington facility on the requirements of Title VII, particularly as it concerns discrimination on the basis of race and national origin. The training session will be completed during the last quarter of 2008. A copy of the attendance sheet from the training session will be forwarded to the EEOC within ten (10)

days after its completion. Such training shall also be provided to all new management employees within sixty (60) days of their hire or promotion at the Wilmington facility within the term of the Consent Decree.

2. Defendants shall conduct a minimum two (2) hour training session for all non-management employees at its Wilmington facility on the requirements of Title VII, particularly as it concerns discrimination on the basis of race and national origin. The training session will be completed during the last quarter of 2008. A copy of the attendance sheet from the training session will be forwarded to the EEOC within ten (10) days after its completion. Such training shall also be provided all new non-management employees within sixty (60) days of their hire at the Wilmington facility within the term of the Consent Decree.

3. Within sixty (60) days of the execution date, Defendant shall submit its outline for the trainings to the EEOC, which shall evaluate them for substantial compliance. In the event that the proposed trainings are not acceptable to the EEOC, the parties will confer in good faith and attempt to reach an agreement no later than thirty (30) days after receiving the EEOC's objection. Approval will not be unreasonably withheld.



**D. MONITORING**

1. The EEOC has the right to monitor and review compliance with this Consent Decree. Accordingly:

a) On or before six months from the effective date, Defendants shall submit written proof via affidavit to the EEOC that they have complied with the above requirements.

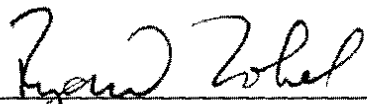
b) Nothing in this Decree shall be construed to preclude the EEOC from enforcing this Decree in the event that Defendants fail to perform the promises and representations contained herein.

**V. Term of Decree**

This Decree will remain in effect for two (2) years from the effective date.

SO ORDERED, ADJUDGED AND DECREED.

Signed this 18th day of December, 2006

  
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Judge