

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION,)	
)	
Plaintiff,)	
v.)	Civil Action No. 04-4170 (JNE/SRN)
)	
LUBRICATION TECHNOLOGIES, INC.,)	CONSENT DECREE
)	
Defendant.)	
_____)	

This action was filed by the Equal Employment Opportunity Commission ("EEOC") on September 22, 2004, pursuant to Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000e, *et seq.* In its complaint, the EEOC alleged that Defendant failed to promote Julie Eliassen to a vacant field sales representative position because of her sex, and instead hired a man for the job. The EEOC alleged that Defendant's actions were in violation of Section 703(a) of Title VII, 42 U.S.C. §2000e-2(a), which prohibits discrimination on the basis of sex.

Defendant denies that it has committed any of the violations alleged by the EEOC. The EEOC and Defendant (hereinafter referred to as "the parties") have agreed to settle these claims in order to reach an amicable resolution of this matter and avoid further litigation. The terms of the agreement are set forth below.

I. Monetary Relief

A. Settlement Amount

Defendant agrees to settle this case for \$80,000.00 and to mail checks payable to Julie Eliassen as described below totaling that amount, less appropriate deductions described below. The checks shall be sent by certified mail, return receipt requested, to Eliassen, and a copy of the checks shall be mailed

simultaneously to the undersigned counsel for the EEOC. The payment is payable within 10 calendar days after this action is dismissed pursuant to this Consent Decree.

The parties stipulate that they have allocated the settlement amount into separate payment categories in recognition of the underlying claims. Defendant agrees to pay Eliasen \$50,000.00 in back pay, minus standard deductions, and \$30,000.00 in compensatory damages. All payments are payable within 10 calendar days after this action is dismissed pursuant to this Consent Decree.

Defendant shall issue Eliasen a W-2 for the \$50,000.00 in back pay damages, and a 1099 for the \$30,000.00 in compensatory damages. All of the employer's share of required withholdings, such as Social Security, shall be paid by Defendant. Neither the EEOC nor Defendant make any representation, or assume any responsibility for any tax liability, assessments, interest, penalties and/or costs that Eliasen may or may not incur on such payments under local, state and/or federal law.

II. Non-Monetary Terms

A. Compliance with Title VII

Defendant will not discriminate on the basis of sex as prohibited by 42 U.S.C. §2000e, et. seq. Defendant will not retaliate against any employee or former employee for exercising the right to oppose any practice made unlawful employment practice by Title VII, and to make a charge, testify, assist, or participate in an investigation, proceeding or hearing under 42 U.S.C. §2000e et. seq.

B. Impact Upon the EEOC's Processing

The EEOC does not waive or in any manner limit its right to process or seek relief in any other charge or investigation based upon allegations not included in the above-captioned case.

C. Training

Defendant shall provide training, specifically on sex discrimination, to all of its personnel involved in the interviewing, hiring and selection process of employees, including supervisors, managers and administrators. Defendant also agrees that it will continue this training, and in addition, will implement annual EEO training for supervisors, managers and administrators during the period of the Consent Decree.

D. Creation and Dissemination of Anti-Discrimination Policy

Defendant shall certify to the EEOC that it has an anti-discrimination policy. Such policy will specifically outline procedures for reporting and investigating complaints of sex discrimination, and will include the names of persons to whom discrimination complaints should be made. If no such policy exists, Defendant shall create such a policy within 30 days. This policy shall be disseminated to all employees.

E. Posting of Notice

Defendant agrees to post the notice (Exhibit A hereto) in its facility in a clear and conspicuous location customarily used for the posting of employee notices. Defendant agrees to post this notice within five calendar days of approval of this Consent Decree by the Court, for the term of the Consent Decree.

F. Record-keeping and Reporting

For two years from the date of this Consent Decree, Defendant shall document and maintain records related to every complaint of sex discrimination in hiring and/or promotion. Defendant shall also establish and maintain, segregated apart from its employment decision-making process, a system of records that contains an applicant flow log indicating the sex of all applicants, whether the individual was interviewed, whether the individual was hired and/or promoted, or the reason for rejection. The

discrimination complaints and the applicant flow log will be provided to the EEOC every six months throughout the term of this Decree with the first reports being due six months after the Final Order is entered by the Court.

G. EEO-1 Reports

Defendant will comply with 29 C.F.R. §1602.7, and file EEO-1 reports for all covered employees. Defendant will certify to the EEOC, by an appropriate official, that the company has complied with this provision.

H. Advertising of Jobs

Defendant agrees that for vacancies for the field or outside sales representative position during the period of this Decree, if it chooses to advertise a vacancy in any newspaper of general circulation, such as the Star Tribune or the St. Paul Pioneer Press, Defendant shall also advertise the vacancy in one or more media outlets that target women such as the Minnesota Womens Press. Defendant shall also recruit from sources and/or organizations aimed at women. Nothing in this agreement precludes Defendant from any further non-discriminatory recruitment or advertising as it deems appropriate.

I. Enforcement of Consent Decree

If at any time during the effective date of this Consent Decree, the EEOC believes that a violation of this Decree has occurred, prior to exercising its right to move to compel enforcement, the EEOC shall give written notice detailing the perceived violation to Defendant. Defendant shall have thirty (30) days from receipt of written notice to investigate and respond in writing to the allegation that a violation has occurred. Thereafter, the parties shall have a period of thirty (30) days, or such additional period as may be agreed upon in writing by them, in which to engage in negotiation and conciliation regarding any alleged

violation before the EEOC may move to compel compliance.

J. Certification to the EEOC

Within 10 calendar days following compliance with the posting, training and creation/dissemination of anti-discrimination policy provisions of this Consent Decree, Defendant will notify the EEOC of such compliance through a letter from an appropriate representative.

K. No Other Agreements

This Consent Decree constitutes the sole agreement between and among the parties concerning the settlement of the above-captioned lawsuit. The parties agree that no promises or inducements have been made except as set forth in this Consent Decree, and the Release between Eliassen and Lubrication Technologies, Inc., and that there are no other agreements, written or oral, express or implied, between or among the parties concerning the subject matter of this lawsuit.

L. Enforcement of Terms of Consent Decree and Jurisdiction

Upon execution of the Consent Decree by the parties, the parties will execute a Stipulation for Dismissal with Prejudice, pursuant to Fed. R. Civ. P. 41(a)(2), to dismiss this case without costs to the parties, with the Court to reserve jurisdiction to enforce the terms of the Consent Decree.

The affirmative obligations under this Consent Decree shall be effective and binding upon the parties for the period of two calendar years from its final approval by the Court. This Court shall retain jurisdiction of this action for the purpose of enforcing this Decree and entry of such further orders as may be necessary or appropriate for the same period of time, except that, if any party has, prior to the expiration of the two year period, commenced proceedings to compel compliance, this Court will retain jurisdiction of the action until all issues relating to such compliance proceedings have been resolved. At the end of the two year

period, or as soon as all enforcement issues (if any) have been resolved, whichever occurs last, this Court will dissolve the Consent Decree and will dismiss this action with prejudice without further motion by any party.

I have read the foregoing Consent Decree, and accept and agree to the provisions contained therein.

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

Date: July 5, 2005

s/Jean P. Kamp
Jean P. Kamp
Regional Attorney

Date: July 6, 2005

s/Tina Burnside
Tina Burnside (WI#1026965)
Senior Trial Attorney
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Minneapolis, MN 55401
(612) 335-4047

Attorneys for Plaintiff

SEATON, BECK, PETERS, BOWEN & FEUSS

Date: June 30, 2005

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(952) 896-1700

Attorneys for Defendant

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DISTRICT OF MINNESOTA

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Stipulation and Order for Dismissal With Prejudice

Pursuant to Rule 41(a)(2) of the Federal Rules of Civil Procedure, and based upon the attached Consent Decree, the Equal Employment Opportunity Commission (“EEOC”) and Lubrication Technologies, Inc. hereby stipulate to the dismissal of this action with prejudice, and to retention of jurisdiction by the Court to enforce the provisions of the Consent Decree.

EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

Date: July 5, 2005

s/Jean P. Kamp
Jean P. Kamp
Regional Attorney

Date: July 6, 2005

s/Tina Burnside
Tina Burnside (WI#1026965)
Senior Trial Attorney
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Date: June 30, 2005

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Minneapolis, MN 55439
(952) 896-1700

Attorneys for Defendant

NOTICE TO EMPLOYEES

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This Notice is being posted pursuant to an agreement between the U.S. Equal Employment Opportunity Commission (EEOC) and Lubrication Technologies, Inc. A charge was filed with the EEOC by Julie Eliassen alleging that Lubrication Technologies, Inc. violated Title VII of the Civil Rights Act of 1964 by discriminating against her because she is a woman. Although Lubrication Technologies, Inc. contends that it did not discriminate against any employee, as part of the agreement, Lubrication Technologies, Inc., has agreed to take the following steps:

1. Without admitting any violation of the law, Lubrication Technologies, Inc. agrees not to engage in any type of discrimination prohibited by Title VII.
2. Lubrication Technologies, Inc. will provide training to its supervisors, managers, and administrators in regard to its policies forbidding any discrimination on the basis of sex.
3. Lubrication Technologies, Inc. will disseminate its anti-discrimination policies to its supervisors, managers, and administrators outlining that sex discrimination is prohibited.

The EEOC enforces Title VII, which prohibits job discrimination based on race, color, religion, sex or national origin, the Age Discrimination in Employment Act, the Equal Pay Act, prohibitions against discrimination against individuals with disabilities in the federal sector, sections of the Civil Rights Act of 1991, and Title I of the Americans with Disabilities Act, which prohibits discrimination against people with disabilities in the private sector and state and local governments. The Minneapolis office of the EEOC is located at 330 S. Second Ave., Suite 430, Minneapolis, MN 55401. The office is open from 8:00 a.m. to 4:30 p.m., Monday through Friday. Persons interested in contacting the EEOC may do so either by visiting or writing or by calling (612) 335-4040.