

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION,

Civil Action No. 99-613 MJD/JGL

Plaintiff,

v.

SETTLEMENT AGREEMENT

U S WEST, INC.,

Defendant.

I. INTRODUCTION

The EEOC filed this lawsuit on April 19, 1999, alleging that a Confidentiality Statement that U S WEST sent to some persons who had filed discrimination charges against U S WEST with the EEOC ("charging parties") violated the federal laws against employment discrimination and public policy.

After this suit was filed, U S WEST was succeeded by QWEST. The EEOC and QWEST, as successor to U S WEST, have agreed to enter this Settlement agreement in order to reach a swift resolution of the lawsuit, and to avoid additional legal and judicial costs. The parties agree that QWEST's entering into this Settlement Agreement is not an admission of any wrongdoing or liability of any kind whatsoever. The parties agree that there have been no judicial findings against QWEST in this matter.

II. DEFINITIONS

A. "QWEST" herein includes Qwest Communications International Inc., U S WEST, Inc., and their respective subsidiary and affiliated corporations, partnerships, companies and other businesses, regardless of legal form.

MAILED
FILED _____
RICHARD D. SLETTEN, CLERK
JUDGMENT ENTD. _____
DEPUTY CLERK _____

B. "Confidentiality Statement" includes Exhibit B and Exhibit E to Declaration of Laurie Vasichek dated July 15, 1999 (in support of EEOC's Memorandum in Opposition to U S WEST's Motion to Dismiss or in the Alternative, for Summary Judgment); Exhibit B to Affidavit of Kathleen M. Mahoney dated June 7, 1999 (in support of U S WEST's Motion to Dismiss or in the Alternative, for Summary Judgment); Exhibit B to Affidavit of Kathleen M. Mahoney dated March 13, 2000 (in support of U S WEST Inc.'s Opposition to the Equal Employment Opportunity Commission's Motion to Dismiss); and any and all versions of the same or documents similar in form and/or substance.

III. RELIEF

A. Cessation of Use of Confidentiality Statement.

1. QWEST shall cease sending and/or delivering to and/or using with charging parties the Confidentiality Statement.
2. QWEST shall not in the future send to, use with or serve upon any charging party a Confidentiality Statement during the administrative processing of the charging party's charge with the EEOC or any state deferral agency.
3. QWEST shall not advise a charging party that he/she is restricted from sharing information obtained by the charging party from QWEST during the investigation of the charging party's EEOC charge with any state or federal agency (including the EEOC) investigating other charges against QWEST or with any other charging party or person contemplating filing a charge of discrimination against QWEST with the EEOC or a deferral agency.
4. Nothing herein shall prohibit QWEST from withholding or redacting confidential information from documents sent to Charging Parties. Nothing herein shall prohibit

QWEST from seeking to obtain a protective order as a condition of producing documents during on-going litigation filed in state or federal court or before any administrative agency, or be construed to operate as a waiver of QWEST's rights to assert confidentiality of documents under the Freedom of Information Act or to limit QWEST's ability to dispute the disclosure of any documents by the EEOC under the Freedom of Information Act. Nothing herein shall be construed as an inference or admission by the EEOC that QWEST has the authority under the statutes to withhold or redact information, or to be entitled to a protective order, or to assert confidentiality of documents under the Freedom of Information Act.

B. Communications With Charging Parties Regarding Cessation of Use of Confidentiality Statement.

1. Within 45 days of entry of this Agreement, QWEST shall provide to the EEOC the names and last known addresses of all persons whom QWEST, using best efforts, has identified as having been sent, served or provided with a Confidentiality Statement on or after June 1, 1997.

2. The EEOC shall, by certified mail, advise each charging party who received a copy of a Confidentiality Statement on or after June 1, 1997, that the charging party was not and is not restricted in any way from communicating and cooperating with the EEOC, with state deferral agencies, or with any other person, regarding information obtained in QWEST's position statement and other materials or information provided in response to the charging party's charge.

3. The EEOC shall, in its letter to the charging party, advise the charging party that if the charging party received any exhibits or information from U S WEST that appeared to be personnel records or personal information relating to other employees or applicants of QWEST (then

U S WEST), that QWEST has requested that the charging party is requested to treat such documents as confidential. The text of the EEOC's letter to the charging parties is attached as Exhibit 1.

IV. RESOLUTION OF LAWSUIT

A. If at any time during the term of this Agreement, there is a dispute between the EEOC and QWEST regarding any aspect of this Agreement, representatives of the parties will meet in a good faith effort to promptly resolve the dispute. If the parties are unable to resolve the dispute themselves, either party may seek a declaratory judgment from the Court, which shall retain jurisdiction over this matter during the term of this Agreement. Any party wishing to invoke the dispute resolution mechanism of this paragraph must notify the other party as soon as practicable of the existence of a dispute and the parties shall have 30 days after notification of the dispute to resolve the dispute before taking the matter up with the Court. Nothing herein shall bar the EEOC from proceeding with respect to matters like and related to these matters but not covered by the terms of this Agreement.

B. This settlement agreement does not operate to re-open any closed charge files, or to expand, contract or otherwise affect any rights or obligations that the charging parties have under the statutes.

C. Parties shall bear their own costs and fees.

D. This agreement shall remain in full force and effect for two years from the date of its execution by the Court. The Court shall retain jurisdiction over this matter for the purposes of enforcing this matter.

E. Subject to the Court's jurisdiction under paragraph IV(C), the parties shall file a stipulation for dismissal, with prejudice, of the lawsuit.

EQUAL EMPLOYMENT OPPORTUNITY
COMMISSION

Dated: Feb 28, 2002

By Laurie A. Vasichek
Laurie A. Vasichek (171438)

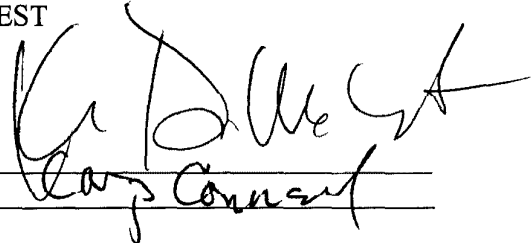
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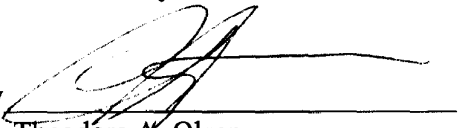
Equal Employment Oppurtur Commission v. US West, Inc., Civi o.: 99-613
(MJD/JGL)

QWEST

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Its

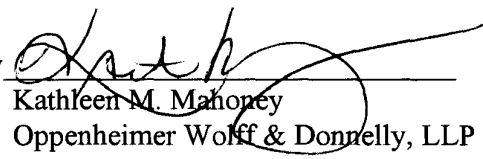


By



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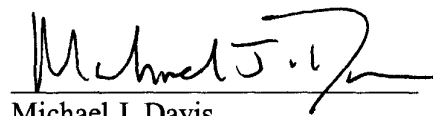


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Attorneys for QWEST

IT IS SO ORDERED.

Dated: 3-4-02



Michael J. Davis
U.S. District Court Judge

Exhibit 1

Dear _____:

In connection with a charge of discrimination filed by you against U S WEST, you received a copy of a "Confidentiality Agreement" from U S WEST. You may have interpreted this Agreement to restrict you from communicating about your charge with the EEOC or others.

Please be advised that the Confidentiality Agreement did not and does not restrict you in any way from communicating and cooperating with the EEOC, with state deferral agencies, or with any other person, regarding information obtained in U S WEST's position statement and other materials or information provided in response to your charge. U S WEST (through its successor QWEST) has requested, however, that you maintain the confidentiality of any records that appear to be personnel records or personal information relating to other employees or applicants of QWEST or U S WEST.

If your charge filed with the EEOC has been closed, neither this letter nor the EEOC's agreement with QWEST regarding the Confidentiality Agreement serves to re-open the charge. The purpose of this letter is solely to inform you of your rights to fully participate in investigations of charges and other proceedings under the federal laws against employment discrimination.

If you have any questions, please telephone me at (612) 335-4061.

Sincerely yours,

Laurie A. Vasichek
Senior Trial Attorney