

ORIGINAL

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Rebecca Beckmann, Beth Senn
Martina Moore and Diana Rios,
on behalf of themselves and all
others similarly situated,

3-96 CIV. 1172 (DWF/AJB)

Plaintiffs,

CBS, Inc., d/b/a/ WCCO-TV, KCBS-TV,
WCBS-TV, WBBM-TV, WFRV-TV,
and WWJ-TV,

Defendants,

and

International Brotherhood of Electrical Workers,
and International Brotherhood of Electrical
Workers, AFL-CIO, Local No. 292,

Nonaligned Necessary Parties.

**ORDER FOR PRELIMINARY APPROVAL OF CONSENT DECREE, AND
DIRECTING MAILED AND PUBLISHED NOTICE TO CLASS MEMBERS**

This matter came before the Honorable Donovan Frank, United States District Court Judge, District of Minnesota, Courtroom No. 2, U.S. Courthouse, 316 North Robert Street, St. Paul, Minnesota, 55101, on November 17, 2000 for a hearing on Plaintiffs' Motion for Order Granting Preliminary Approval of Consent Decree, Issuing Implementation Order No. 1, and Directing Notice. Having considered plaintiffs' motion, the proposed Consent Decree, the contents of the proposed Mailed and Published Notice, the proposed Schedule, the Claim Form

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JUDGMENT ENTD _____
DEPUTY CLERK _____

and all other documents submitted along with the Consent Decree and Plaintiffs' motion; the record in this case; and the memoranda and arguments of counsel; and

Having been advised by Class Counsel that the proposed Consent Decree is intended to effect a full and final settlement of all claims that were or could have been asserted by Plaintiffs and other members of the Class defined in Section III.D. of the proposed Consent Decree (the "Class") with respect to CBS's employment actions and practices that affected the terms and conditions of their employment, the Court makes the following findings:

1. This settlement was reached after more than 18 months of complex mediation conducted by two professional mediators and a Magistrate Judge. The agreement was reached under the guidance of Linda Singer of ADR Associates. The mediations were attended by Class Counsel from Sprenger & Lang, P.L.L.C., as well as CBS's internal counsel and outside counsel from the firms of Proskauer Rose, LLP, Jones, Day, Reavis & Pogue and Faegre Benson. Counsel also conferred from time to time by telephone to resolve the dispute. The Plaintiffs also regularly attended a number of the mediation sessions and shared with Class Counsel their observations and views on settlement options.

2. During the course of the mediation, the Parties reviewed and analyzed virtually all aspects of CBS's personnel practices relating to technical employees at the stations at issue, including, but not limited to: hiring, assignment and promotion policies; job posting policies; training policies; compensation, including overtime opportunities; harassment; discipline; and EEO complaint and investigation procedures.

3. Prior to the mediation, the Parties undertook substantial discovery. With the assistance of their expert statistician, Class Counsel analyzed extensive computer-readable employment data produced by CBS. Such data included information concerning job titles and

compensation for technical employees. Class Counsel also assembled extensive anecdotal information from Plaintiffs and Class Members.

4. On October 19, 2000, the Parties informed the Court that, through the mediation process, the parties reached a final agreement. On October 23, 2000, the parties provided the Court with a copy of the proposed Consent Decree.

5. The proposed settlement was negotiated in good faith at arms length by competent and experienced counsel for the Parties and with the assistance of a skilled mediator, and appears to be fair, reasonable and adequate under Fed. R. Civ. P. 23, and consistent with Title VII of the Civil Rights Act of 1964, as amended, 42 U.S.C. § 2000(e), and the applicable state statutes.

6. This Court determined on March 31, 2000 that the class certified in its Order of that date met all of the requirements set forth in Fed. R. Civ. P. 23(a), and certified the class pursuant to 23(b)(2) for liability purposes and 23(b)(3) for damages purposes. The Court finds that the following modified class definition contained in the Consent Decree also meets those requirements:

All females who are or have been employed by CBS as technicians in the Engineering and Operations Department, any similarly-titled departments, or any other departments to which technical employees are or have been assigned at WCCO-TV, KCBS-TV, WCBS-TV, WBBM-TV, WFRV-TV or WWJ-TV during any period from October 6, 1993 to December 1, 2000.

7. The proposed settlement does not provide for any class-wide preferential treatment via gender quota. Nor does the relief entail displacement of any incumbent from a job. The training described in Section IV.D., paragraph 20, of the proposed Consent Decree is properly provided to address a manifest imbalance in earnings between male and female technicians that is reflected in plaintiffs' expert statistical report. This training for class members

does not impinge in any way upon the rights of male employees because it does not detract from training that will be provided to all technicians, male and female, going forward.

8. The proposed settlement does not violate any collective bargaining agreement, and specifically the Collective Bargaining Agreements ("CBAs") between CBS and the International Brotherhood of Electrical Workers ("IBEW") and CBS and the International Brotherhood of Electrical Workers, AFL-CIO, Local 292. ("Local 292"). The Consent Decree provides that if any of its terms are inconsistent with those in the CBAs, the Consent Decree controls.

9. The provisions for notice to Class Members are designed to provide notice to as many Class Members as possible at reasonable cost.

ACCORDINGLY, IT IS ORDERED:

1. The proposed Consent Decree, which incorporates the terms of the settlement, is preliminarily approved.

2. The following Class proposed in the Consent Decree meets the requirements of Fed. R. Civ. P. 23(a):

All females who are or have been employed by CBS as technicians in the Engineering and Operations Department, any similarly-titled departments, or any other departments to which technical employees are or have been assigned at WCCO-TV, KCBS-TV, WCBS-TV, WBBM-TV, WFRV-TV or WWJ-TV during any period from October 6, 1993 to December 1, 2000.

This Class also meets the requirements of Fed. R. Civ. P. 23 (b)(2) for purposes of liability, and Fed. R. Civ. P. 23 (b)(3) for damages.

3. Notice of the proposed settlement, the fairness hearing and manner of submitting requests for exclusion from the settlement (opt-outs) and objections to the settlement shall be given by: mail to Class Members who currently or have at some time since October 6, 1993 held

positions with CBS covered by the IBEW, or Local 292 or in CBS's technical operations in the form attached hereto as Exhibit A, by publication in the form attached hereto as Exhibit B, and on the web at [http: www.CBSsettlement.com](http://www.CBSsettlement.com), in the manner specified in the Consent Decree. The Claim Form attached as Exhibit C is also approved and shall be sent to Class members by Class Counsel.

4. The Schedule for Mailing and Publication of Notice, setting forth the schedule for and nature of accomplishing notice, is approved as specified in Exhibit D.

5. Class Members may opt out of the monetary relief provisions of the Consent Decree pursuant to Fed. R. Civ. P. 23 (b)(3).

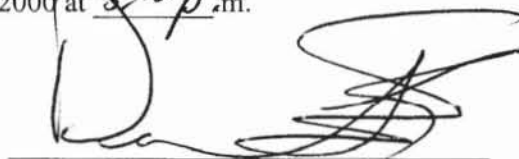
6. Members of the Class who wish to opt out (as provided in the Consent Decree) or object to the proposed Consent Decree or any terms thereof shall mail their opt-outs or objections, if any, and current CBS employees who might be affected by the Decree shall mail their objections, to the Clerk of Court postmarked no later than, and in the manner, specified in the Notices from this Court attached hereto as Exhibits A and B. Any Class Member or current CBS employee who might be affected by the Decree and who has timely filed a written objection may present argument at the fairness hearing unless otherwise ordered by the Court for good cause shown. The Court shall give full consideration to written objections regardless of whether the objector elects to appear at the fairness hearing. Class members who choose to opt out will have no right to object to the settlement.

7. Counsel for Plaintiffs and Defendant may conduct reasonable discovery from any objecting person at any time after such objection is filed up to and including the last business day before the fairness hearing.

8. Any member of the Class who does not avail him/herself of the right to opt out as provided herein will be barred from electing to opt out.

9. Counsel for Plaintiffs, joined by counsel for CBS, if the Parties so elect, shall file a motion for final approval of the Consent Decree not later than two (2) weeks prior to the hearing on such motion. The hearing on the motion shall occur at the United States District Court, Warren E. Burger Federal Building, 316 North Robert Street, St. Paul, MN 55101 in

Courtroom 17th on November, 2000 at 3:10 p.m.



Donovan W. Frank
United States District Judge