

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 FINAL APPROVAL OF CONSENT DECREE

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 January 19, 2001 for a hearing on Class Counsel's Motion for Final Approval of Consent Decree. Having considered Class Counsel's motion and supporting materials; the Motion for Preliminary Approval of Consent Decree and supporting materials and the proposed Consent Decree; having approved the Mailed and Published Notice, the proposed Schedule, the Claim Form and all other documents submitted along with the Consent Decree;

FILED JAN 22 2001
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JUDGMENT INTD _____
DEPUTY CLERK _____

having reviewed Class Counsel's Proof of Notice filed on December 29, 2000; and having reviewed 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 based on all of the above, but particularly the materials submitted in support of Preliminary and Final Approval of the Consent Decree:

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, PLLC, 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. The proposed settlement was negotiated in good faith at arms length by competent and experienced counsel for the Parties, including Class Counsel experienced in class action litigation and employment discrimination litigation and defense counsel with expertise in complex labor and employment litigation, with the assistance of a skilled mediator.

5. 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.

6. Based on the history of this litigation, this Court finds that absent this settlement, the parties would have engaged in lengthy and complex further litigation including a class liability trial and the possibility of a damages trial and appeals. Absent this Consent Decree, a second related case venued in the Southern District of New York would have proceeded into active, and potentially duplicative, litigation.

7. At the time the proposed Consent Decree was presented to the Court, this case was trial-ready. The parties had engaged in several years of extensive discovery and motion practice and this Court had certified a class and ruled on dispositive motions. Counsel for the parties and this Court are therefore possessed of sufficient information regarding the merits of the claims and the potential damages to evaluate the fairness and adequacy of this Consent Decree.

8. The monetary and injunctive relief provided in the Consent Decree benefits class members to the same extent it benefits the named plaintiffs.

9. The portion of the common fund designated for attorneys' fees and costs is less than Class Counsel's lodestar fees to date and less than the percentage to which Class Counsel would be entitled under its retainer agreements with the Class Representatives. This fund will also compensate Class Counsel for four years of future legal service to the Class in administering and monitoring the Consent Decree, for which there will be no other compensation.

10. 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. This Court now 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.

11. 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 an imbalance in earnings between male and female technicians that is asserted in plaintiffs' expert statistical report. The Defendant has at all times disputed this assertion. 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.

12. 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.

13. This Court preliminarily approved the Consent Decree on November 17, 2000 and incorporated its approval in the Amended Order for Preliminary Approval of Consent Decree, and Directing Mailed and Published Notice to Class Members.

14. The provisions for notice to Class Members approved by this Court were designed to provide notice to as many Class Members as possible at reasonable cost. This Court has reviewed Class Counsel's Proof of Notice filed on December 29, 2000, and finds that Class Counsel has complied with all aspects of this Court's Order Directing Notice to Class Members and has provided notice to as many class members as possible through mailed and published notice.

15. Class counsel has provided additional notice, information concerning the settlement, and assistance to class members by creating a website containing information about the settlement and providing a 24-hour a day, toll-free telephone number for class members to consult with class counsel or obtain assistance with the claims process.

16. The Court has not received any notices of opt-outs, objections to the proposed Consent Decree, or requests to be heard at the hearing on final approval from any class member.

ACCORDINGLY, IT IS ORDERED:

1. 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. The Class proposed in the Consent Decree is hereby APPROVED.

2. The monetary relief provided by the Consent Decree is reasonable and adequate relative to the strength of the plaintiffs' claims.

3. The comprehensive and detailed injunctive relief provided in the Consent Decree gives significant benefits to the class that would not be achieved even through successful further litigation.

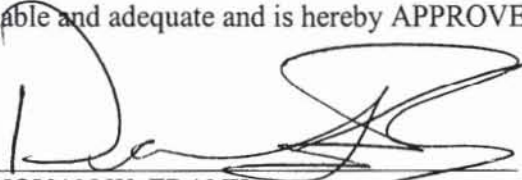
4. The Consent Decree allocates relief fairly between the named plaintiffs and the unnamed class members. The monetary awards to all plaintiffs and class members will be calculated based on a formula to be approved by this Court.

5. Class counsel has complied with the Schedule for Mailing and Publication of Notice approved as specified in Exhibit D of the Consent Decree.

6. The attorneys' fees and expenses provided for in the Consent Decree as the Monitoring Fund of \$3,100,000 are fair, reasonable and adequate whether this Court uses the lodestar method or the percentage of the fund method for calculating fees. The amount sought by Class Counsel for fees and expenses of \$3,100,000 is fair, reasonable and adequate.

7. Class members are hereby barred from electing to opt out.
8. The Consent Decree is fair, reasonable and adequate and is hereby APPROVED.

Dated: January 19, 2001



DONOVAN W. FRANK
Judge of United States District Court