

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

FILED
JUN 27 P 3:54

U.S. EQUAL EMPLOYMENT)
OPPORTUNITY COMMISSION,)
)
Plaintiff,)
)
and)
)
SHERRIE SULLIVAN,)
)
Plaintiff Intervenor)
)
v.)
)
TITANIUM METALS)
CORPORATION, INC. d/b/a TIMET,)
)
Defendant.)

Case No. CV-S-00-1172-JCM (RJJ)

FILED ENTERED RECEIVED SERVED ON COUNSEL/PARTIES OF RECORD
JUN 30 2003
CLERK US DISTRICT COURT DISTRICT OF NEVADA
M.Z. DEPUTY

STIPULATED ENTRY OF DISMISSAL WITH PREJUDICE

This lawsuit is hereby dismissed with prejudice. This Court shall retain continuing jurisdiction to enforce the settlement of this lawsuit. The Settlement Agreement is attached hereto and incorporated herein by this reference.

[Signature]
Judge
30 June 03

Agreed *[Signature]*
For The U.S. Equal Employment Opportunity Commission
[Signature]
For Intervenor Sherrie Sullivan
[Signature]
For Defendant TIMET

FILED ENTERED RECEIVED SERVED ON COUNSEL/PARTIES OF RECORD
JUL - 1 2003
CLERK US DISTRICT COURT DISTRICT OF NEVADA
BY: *[Signature]* DEPUTY

UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

U.S. EQUAL EMPLOYMENT)	
OPPORTUNITY COMMISSION,)	Case No. CV-S-00-1172-JCM (RJJ)
)	
Plaintiff,)	
)	
and)	
)	
SHERRIE SULLIVAN,)	
)	
Plaintiff Intervenor)	
)	
v.)	SETTLEMENT AGREEMENT
)	
TITANIUM METALS)	
CORPORATION, INC. d/b/a TIMET,)	
)	
Defendant.)	

1. On September 29, 2000, the United States Equal Employment Opportunity Commission (“Commission”) instituted in the United States District Court for the District of Nevada, a lawsuit entitled *United States Equal Employment Opportunity Commission v. Titanium Metals Corp., Inc. d/b/a Timet*, Case Number CV S-00-1172 JCM (RJJ) (“Settled Action”) for violation of Title VII of the Civil Rights Act of 1964, as amended. The Commission filed suit based on charges of discrimination alleging hostile environment sexual harassment and retaliation. Plaintiff Intervenor Sherrie Sullivan (“Sullivan”) filed a complaint in intervention which included Nevada state law claims that were dismissed on summary judgment, and an action under Title VII as to which an appeal is pending before the U.S. Ninth Circuit Court of Appeals (“the Appeal”).

2. The Commission, Sullivan and Titanium Metals Corp. (“Timet”) seek to bring the Settled Action to a conclusion and to avoid incurring further costs and burdens incident to this

litigation. The Commission, Sullivan and Timet agree that the Settled Action shall be resolved by this Settlement Agreement (“Agreement”), which is applicable only to Timet’s Henderson, Nevada, facility.

3. This Agreement is not an admission by any party as to the claims or defenses of any other party.

4. After receipt by Timet of general releases from Sullivan, Mary Carol Allen, Julie Chaney, Marla Qualtieri (f/k/a Marla Lujan), Peggy Mowinski and Sharon Owens, in a form satisfactory to them and Timet, the parties will dismiss the Settled Action and the Appeal with prejudice, with the Court retaining continuing jurisdiction to enforce the terms of this Agreement. The parties will attach this Agreement to the entry of dismissal filed with the District Court. The Commission and Timet will issue only one press release announcing the settlement, a copy of which is attached hereto marked Exhibit A. Sullivan shall not issue any press release or make any public statement about the Settled Action or this Agreement. Timet will reimburse Allen, Chaney, Qualtieri, Mowinski and Owens up to \$400.00 each for legal fees actually incurred by them for review of and advice concerning such general releases. The general releases have been negotiated entirely between Timet and the class members and their respective attorneys. The EEOC does not endorse the general releases and has had no role in negotiating the terms thereof.

5. Timet agrees to pay: a) \$170,000.00 to the following persons on whose behalf the Commission filed the Settled Action: Mary Carol Allen; Julie Chaney; Marla Qualtieri (f/k/a Marla Lujan); Peggy Mowinski; Sharon Owens; and Sherrie Sullivan; and b) \$47,500.00 to Sullivan’s attorney, Thomas J. Moore, in full satisfaction of all of Sullivan’s claims against Timet for attorneys fees and expenses. Within ten (10) days following the Entry of Dismissal of

the Settled Action, the Commission shall designate that portion of the total sum payable to each of the persons listed above, together with the current addresses of each such person, in a notice directed to Timet's General Counsel. Within twenty-one (21) days following receipt of such notice, Timet shall make the payments so designated, separately to each such person, by check sent by overnight delivery to each such person at the addresses supplied by the Commission, with copies of the checks and any correspondence that accompanies such checks to the Regional Attorney, United States Equal Employment Opportunity Commission, 225 East Temple Street, 4th Floor, Los Angeles, CA 90012. These payments represent settlement of compensatory damages and attorney's fees, there being no claims for loss of pay or benefits. Timet will issue 1099 forms for all payments. In further consideration of the dismissal of the Settled Action, Sullivan will be transferred into the Inspection Department at Timet's Henderson, Nevada plant within 10 days of the entry of dismissal of the Settled Action, with an Inspection Department seniority date that is one day junior to the Inspection Department seniority date of the most junior person in the Inspection Department on the day Sullivan transfers into the Inspection Department.

6. Timet shall expunge from the personnel files of each class member all references to the charges of discrimination filed against Timet or their participation in this action.

7. Timet agrees not to permit unlawful sexual harassment or retaliation at its Henderson, Nevada, facility for the duration of this Agreement.

8. Timet shall post for the duration of this Agreement, in a prominent place frequented by its employees at its Henderson, Nevada, facility, the notice attached hereto as Exhibit B. The notice shall be the same type, style and size as Exhibit B.

9. Timet agrees to provide and pay for training for its Henderson, Nevada workforce regarding sexual harassment and retaliation. The trainer will be independent of the EEOC and Timet, but will be approved by both. If the EEOC does not approve of the trainer suggested by Timet, the EEOC and Timet will request that Magistrate Judge Johnston select a trainer. The training will be provided in person at least once during the term of this Agreement at Timet's Henderson, NV facility. All employees then employed at the facility will be required to attend the training either in person or subsequently by videotape. The training session will be a minimum of one hour in duration for non-supervisory employees and two hours for supervisors. Timet will certify to the EEOC that such training has been provided within 6 months after the dismissal of the Settled Action. Timet will provide such additional training to all employees then employed at its Henderson, NV facility as it deems necessary or appropriate within the 12th through 18th month following the dismissal of the Settled Action, which may be provided by a non-employee service provider or performed by Timet personnel, and Timet will certify to the EEOC when it has completed such training.

10. The training shall include the subject of what constitutes sexual harassment and retaliation; that sexual harassment and retaliation in the hiring, firing, compensation, assignment, or other terms, conditions, or privileges of employment violates Title VII; how to provide a work environment free from sexual harassment and retaliation; to whom and by what means employees may complain if they feel they have been subjected to sexual harassment or retaliation in the workplace; and review and provide an explanation of Timet's sexual harassment and retaliation policies.

11. During such training, a written statement of Timet's Chief Executive Officer shall be provided to employees that: Timet does not permit, and is committed to maintaining an

environment free of, unlawful sexual harassment and retaliation, discipline will be taken against supervisors, managers, and employees at Timet who engage in acts of unlawful sexual harassment or retaliation, and Timet will make available its policy regarding sexual harassment and retaliation.

12. Timet will continue to maintain and publish to its Henderson, Nevada, workforce, a policy forbidding unlawful sexual harassment and retaliation, distribute a copy of such policy to all new employees, and re-distribute a copy to all employees at least once each year for the two years following the dismissal of the Settled Action.

13. Timet shall report twice each year during the term of this Agreement in affidavit form to the Regional Attorney of the Commission's Los Angeles Office located at 255 East Temple Street, 4th Floor, Los Angeles, CA 90012, with the first report to be submitted six months from the dismissal of the Settled Action, and subsequent reports to be submitted thereafter every six months during term of this Agreement, the following information:

- (a) Any and all amendments, modifications, revocations, or revisions to Timet's sexual harassment or retaliation policies.
- (b) The name, address, position, social security number, and telephone number of any hourly employee at Timet's Henderson, Nevada facility, who has made allegations, either formally or informally, of sexual harassment or retaliation against Timet during the six months preceding the report. The nature of the complaint, the response by Timet's management including, if applicable, any corrective action taken shall be specified.

- (c) The list of persons attending the training required in paragraph 10 of this Agreement and a list of personnel employed by Timet's Henderson, Nevada facility on the day of the training session.
- (d) Confirmation that (i) the Notice required in paragraph 9 of this Agreement was posted and the locations where it was posted, and (ii) the policy required in paragraph 13 was distributed as agreed.

14. In the event that the Commission believes that Timet has failed to comply with any provision of this Agreement, the Commission shall notify Timet in writing of such belief and the reasons therefor in sufficient detail, and shall afford Timet a reasonable period of not less than ten (10) business days to remedy the alleged non-compliance.

15. If Timet believes that it has in fact complied with such identified provision of this Agreement, it shall notify the Commission in writing within ten (10) business days after receipt of the Commission's notice of non-compliance, and the Commission or Timet may then apply to this Court by motion for appropriate relief, including but not limited to a resolution of the dispute, a determination of whether Timet is in compliance and, if not, an appropriate order to enforce the provisions of this Agreement. The parties agree that the remedies available and procedures used for any breach of this Agreement shall be those available and used for breach of a consent decree, except that criminal contempt may not be sought under any circumstances. The parties further agree that EEOC or Timet may apply to the Court for enforcement of this Agreement, except that Sullivan may seek enforcement of Timet's agreement to make payments to her and her counsel and all other non-monetary relief accorded to Sullivan as stated in paragraph 5 of this Agreement.

16. All provisions of this Agreement shall be in effect for a period of two years commencing on the date of Entry of Dismissal of the Settled Action.

17. Any notices to the Commission shall be sent to the Regional Attorney, United States Equal Employment Opportunity Commission, 255 East Temple Street, 4th Floor, Los Angeles, CA 90012. Any notices to Timet shall be sent to Timet's General Counsel, Titanium Metals Corp., 1999 Broadway, 43rd Floor, Denver, CO 80202

18. This Agreement is and shall be binding on the present and future officers, directors, agents, trustees, administrators, successors, assigns, representatives and employees of the Commission, Sullivan and Timet.

19. The Commission and Timet agree that each will bear its own costs and attorney's fees associated with the Settled Action and this Agreement, and Sullivan agrees that Timet shall have no other obligation to pay for her attorney's fees and expenses than that set forth in a separate agreement between Sullivan and Timet.

20. If any provision of this Agreement is deemed to be invalid, unenforceable, or void for any reason, each such portion, provision, or part shall be severed from the remaining portions, provisions, or parts of the Agreement and shall not affect the validity or enforceability of the remaining portions, provisions, or parts.

21. By their signatures below, the Attorney for the EEOC and the officer of Timet represent that they have full and complete authority to bind their clients to the terms of the Agreement, and Sullivan and her attorney represent that they have full and complete authority and agree to be bound by the terms of this Agreement.

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

DATED: _____

By _____
Gregory Gochanour, Acting Regional Attorney

TITANIUM METALS CORPORATION

DATED: _____

By  _____
Joan Prusse, General Counsel

SHERRIE SULLIVAN

DATED: _____

Sherrie Sullivan

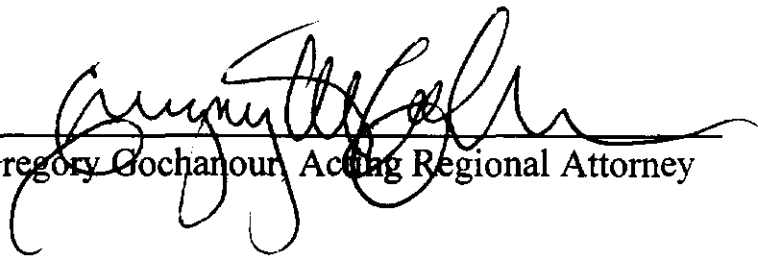
Approved:

DATED: _____

Thomas J. Moore

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

DATED: _____

By 
Gregory Gochanour, Acting Regional Attorney

TITANIUM METALS CORPORATION

DATED: _____

By _____
Joan Prusse, General Counsel

SHERRIE SULLIVAN

DATED: _____

Sherrie Sullivan

Approved:

DATED: _____

Thomas J. Moore

21. By their signatures below, the Attorney for the EEOC and the officer of Timet represent that they have full and complete authority to bind their clients to the terms of the Agreement, and Sullivan and her attorney represent that they have full and complete authority and agree to be bound by the terms of this Agreement.

U.S. EQUAL EMPLOYMENT
OPPORTUNITY COMMISSION

DATED: _____

By _____
Gregory Gochanour, Acting Regional Attorney

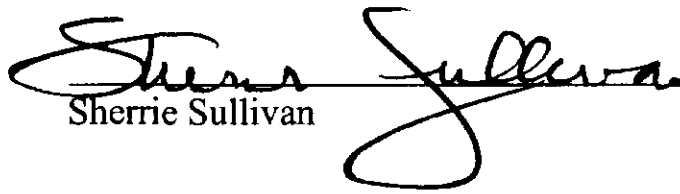
TITANIUM METALS CORPORATION

DATED: _____

By _____
Joan Prusse, General Counsel

SHERRIE SULLIVAN

DATED: June 24th, 2003


Sherrie Sullivan

Approved:

DATED: June 26th, 2003


Thomas J. Moore

Exhibit A

L.A.D.O. OFFICE LETTERHEAD

FOR IMMEDIATE RELEASE
ADD DATE

CONTACT: Gregory Gochanour
Acting Regional Attorney
(213) 894-1080

Or TIMET: Joan Prusse
General Counsel
(303) 296-5600

EEOC AND TIMET SETTLE SEXUAL HARASSMENT LAWSUIT

Settlement Includes Anti-Discrimination Training and Monitoring of Company

LAS VEGAS – The U.S. Equal Employment Opportunity Commission (EEOC) and the Titanium Metals Corporation (“TIMET”) today announced the settlement of a sexual harassment lawsuit against TIMET, filed on September 29, 2000 on behalf of six female former and current employees of TIMET’s Henderson, NV facility. Without admitting any liability in the lawsuit, under the settlement TIMET has agreed it will not permit unlawful sexual harassment or retaliation, will conduct comprehensive anti-discrimination training, and has agreed to record-keeping and reporting obligations to be monitored by the EEOC over the duration of the two year term of the Settlement Agreement.

The EEOC’s lawsuit alleged that current and former female employees were sexually harassed by supervisors or co-workers at the TIMET facility in Henderson, Nevada, and certain were retaliated against. The litigation was filed in the U.S. District Court, District of Nevada in September, 2000 (EEOC v. Titanium Metals Corporation, Inc. d/b/a TIMET, CV S-00-1172 JCM (RJJ)).

“Sexual harassment is still a serious problem in the U.S. workforce that employers should pay attention to,” said Gregory Gochanour, Acting Regional Attorney for the EEOC’s Los Angeles District Office. “EEOC guidelines and Supreme Court rulings make it crystal clear that employers are responsible for taking swift action to address and correct sexual harassment once they become aware of it.”

Peter F. Laura, a Senior Trial Attorney of the EEOC’s Los Angeles District Office, said: “We have seen substantial improvement in the way TIMET handles sexual harassment complaints in the last few years. We expect that to continue.”

TIMET’s General Counsel, Joan Prusse, said: “TIMET has always been committed to a workplace that is free of unlawful sexual harassment and retaliation, and we are pleased to have reached a settlement that enables us to put this lawsuit behind us and avoid the time and expense of further legal proceedings.”

JOINT EEOC AND TIMET PRESS RELEASE – Page 2

TIMET , headquartered in Denver, Colorado, is a leading worldwide producer of titanium metal products. Information on TIMET is available on the internet at www.timet.com.

In addition to enforcing Title VII of the Civil Rights Act of 1964, which prohibits employment discrimination based on race, color, religion, sex or national origin, the EEOC enforces the Age Discrimination in Employment Act, Title I of the Americans with Disabilities Act, the Equal Pay Act and sections of the Civil Rights Act of 1991. Further information about the Commission is available on the agency's web site at www.eeoc.gov.

#

Exhibit B

NOTICE TO ALL EMPLOYEES

This Notice is posted pursuant to a Settlement Agreement reached by TIMET with the Equal Employment Opportunity Commission ("EEOC") resolving a lawsuit brought against the Company.

In its suit, the EEOC alleged that several women employees were subjected to a sexually hostile working environment and were retaliated against in violation of Title VII of the Civil Rights Act of 1964 ("Title VII"). TIMET denies the allegations.

To resolve this lawsuit, the parties have agreed that TIMET will not permit unlawful sex harassment or retaliation and will continue to maintain policies that prohibit sexual harassment at its Henderson, Nevada, facility. TIMET has also agreed to:

- provide periodic reports to the EEOC of any complaints of sexual harassment at its Henderson, Nevada facility; and
- provide training regarding sexual harassment for its Henderson, Nevada, employees.

If you believe that you have been subjected to sexual harassment you are encouraged to report the incident immediately to (a) your supervisor, or (b) TIMET's Human Resources Department at extension 251, or (c) the Nevada Equal Rights Commission ("NERC") at (702) 486-7161, or (d) the EEOC at 255 East Temple St., 4th Floor, Los Angeles, CA 90012, (213) 894-1000.

No action may be taken against you by any management official of TIMET for: (1) opposing, in good faith, discriminatory practices made unlawful by federal law, (2) filing a charge or assisting or participating in the filing of a charge of discrimination, in good faith, or (3) assisting or participating, in good faith, in an investigation brought under Title VII.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

This notice must remain posted for two (2) years from the date below and must not be altered, defaced or covered by any other material.

Date: _____

Titanium Metals Corporation

By _____
Plant Manager

Equal Employment Opportunity Commission

By _____
District Director