

IN THE UNITED STATES DISTRICT COURT
FOR THE MIDDLE DISTRICT OF PENNSYLVANIA

EQUAL EMPLOYMENT OPPORTUNITY)	
COMMISSION, ET. AL.,)	
)	Civil Action No. 06-1246
Plaintiffs,)	
)	
v.)	
)	
SCHOTT NORTH AMERICA,)	
)	
Defendant.)	

CONSENT DECREE

INTRODUCTION

A. This action was instituted by the United States Equal Employment Opportunity Commission (the "EEOC" or the "Commission") on or about June 22, 2006, against SCHOTT North America, Inc. ("Defendant" or "SCHOTT"), under Title VII of the Civil Rights Act of 1964 and Title 1 of the Civil Rights Act of 1991 ("Title VII"). The Commission alleged that due to a discriminatory layoff process, Defendant unfairly selected Charging Parties Arlene Anderson, Carolyn Blockus, Laura Figueroa, Deborah Gdovin, Patricia Pavolonis, Yvonne Prywara and a class of female employees for layoff based on their gender. SCHOTT has denied the allegations of the Complaint, and maintains that Charging Parties were laid for legitimate, nondiscriminatory reasons unrelated to their gender.

B. This Consent Decree is entered into by the EEOC and Defendant. This Consent Decree shall be final and binding between the EEOC and Defendant, its directors, officers, agents, and successors or assigns. The non-monetary relief injunctive provisions of this Consent Decree apply only to Defendant's Duryea, Pennsylvania facility.

C. The Commission and Defendant do hereby agree to the entry of this Consent

Decree, which shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 06-CV-1246. This Consent Decree shall not constitute an adjudication of or finding on the merits of the case and shall not be construed as a violation of Title VII by Defendant.

CONSENT DECREE

Upon consent of the parties to this action, it is hereby ORDERED, ADJUDGED and DECREED that:

NON-DISCRIMINATION AND NON-RETALIATION

1. This Court has jurisdiction over the parties and the subject matter of this action.
2. Defendant shall not engage in any employment practice which constitutes unlawful discrimination under Title VII.
3. Defendant shall not engage in any employment practices which retaliate in any manner against any person, including but not limited to, Arlene Anderson, Carolyn Blockus, Deborah Gdovin, Laura Figueroa, Patricia Pavalonis, Yvonne Prywara, and the remaining class of five (5) individuals identified in Exhibit 1, because of that person's opposition to any practice believed to be unlawful under Title VII, or because of the filing of a charge, the giving of testimony or assistance, or the participation in any manner in any investigation, hearing or proceeding under Title VII.
4. Defendant shall not divulge, except as required by law, to any employer or potential employer of Charging Parties Arlene Anderson, Carolyn Blockus, Laura Figueroa, Deborah Gdovin, Patricia Pavolonis, Yvonne Prywara, and the remaining class of five (5) individuals as identified in Exhibit 1, any of the facts or circumstances related to the charges of

discrimination against Defendant, or any of the events relating to their participation in the litigation of this matter.

5. Defendant represents that the personnel files of Arlene Anderson, Carolyn Blockus, Deborah Gdovin, Laura Figueroa, Patricia Pavalonis, Yvonne Prywara and the remaining class of five (5) individuals as identified in Exhibit 1, do not contain any documents, pleadings, correspondence and related papers referencing the charges of discrimination filed by Arlene Anderson, Carolyn Blockus, Deborah Gdovin, Laura Figueroa, Patricia Pavalonis, and Yvonne Prywara.

6. Defendant shall comply fully with all provisions of Title VII. Nothing in this Consent Decree, either by inclusion or exclusion, shall be construed to limit the obligations of Defendant under Title VII or the EEOC's authority to process or litigate any charge of discrimination which may be filed against Defendant in the future.

MONETARY RELIEF

7. Defendant agrees to pay monetary relief in the total amount of \$1,450,000 (one million four hundred fifty thousand dollars) to the class of eleven (11) individuals identified at Exhibit I. The individual monetary amounts to be paid to each individual will be distributed among the claimants in accordance with the agreement between the EEOC and Defendant.

Defendant agrees to pay monetary relief to Arlene Anderson ("Anderson") in full settlement of the claims against Defendant which were raised in the Commission's complaint. SCHOTT will issue checks to Ms. Anderson and her counsel within twenty-one (21) days, following filing of the Consent Decree. The checks will be mailed to Arlene Anderson, through her attorney Peter Winebrake, Esq., The Winebrake Law Firm, LLC, Twining Office Center, Suite 114, 715 Twining Road, Dresher, PA 19025, by certified mail, return receipt requested.

Defendant will mail a photocopy of each check to the EEOC, to the attention of Woody Anglade, Trial Attorney, EEOC, Philadelphia District Office, 801 Market St., Suite 1300, Philadelphia, PA 19107, within five (5) days of the date of mailing of the checks to Anderson.

Defendant agrees to pay monetary relief to Carolyn Blockus ("Blockus") in full settlement of the claims against Defendant which were raised in the Commission's complaint. SCHOTT will issue checks to Ms. Blockus and her counsel within twenty-one (21) days, following filing of the Consent Decree. The checks will be mailed to Carolyn Blockus, through her attorney Peter Winebrake, Esq., The Winebrake Law Firm, LLC, Twining Office Center, Suite 114, 715 Twining Road, Dresher, PA 19025, by certified mail, return receipt requested. Defendant will mail a photocopy of each check to the EEOC, to the attention of Woody Anglade, Trial Attorney, EEOC, Philadelphia District Office, 801 Market St., Suite 1300, Philadelphia, PA 19107, within five (5) days of the date of mailing of the checks to Blockus.

Defendant agrees to pay monetary relief to Deborah Gdovin ("Gdovin") in full settlement of the claims against Defendant which were raised in the Commission's complaint. SCHOTT will issue checks to Ms. Gdovin and her counsel within twenty-one (21) days, following filing of the Consent Decree. The checks will be mailed to Deborah Gdovin, through her attorney Peter Winebrake, Esq., The Winebrake Law Firm, LLC, Twining Office Center, Suite 114, 715 Twining Road, Dresher, PA 19025, by certified mail, return receipt requested. Defendant will mail a photocopy of each check to the EEOC, to the attention of Woody Anglade, Trial Attorney, EEOC, Philadelphia District Office, 801 Market St., Suite 1300, Philadelphia, PA 19107, within five (5) days of the date of mailing of the checks to Gdovin.

Defendant agrees to pay monetary relief to Laura Figueroa ("Figueroa") in full settlement of the claims against Defendant which were raised in the Commission's complaint.

SCHOTT will issue checks to Ms. Figueroa and her counsel within twenty-one (21) days, following filing of the Consent Decree. The checks will be mailed to Laura Figueroa, through her attorney Peter Winebrake, Esq., The Winebrake Law Firm, LLC, Twining Office Center, Suite 114, 715 Twining Road, Dresher, PA 19025, by certified mail, return receipt requested. Defendant will mail a photocopy of each check to the EEOC, to the attention of Woody Anglade, Trial Attorney, EEOC, Philadelphia District Office, 801 Market St., Suite 1300, Philadelphia, PA 19107, within five (5) days of the date of mailing of the checks to Figueroa.

Defendant agrees to pay monetary relief to Patricia Pavalonis ("Pavalonis") in full settlement of the claims against Defendant which were raised in the Commission's complaint. SCHOTT will issue checks to Ms. Pavalonis and her counsel within twenty-one (21) days, following filing of the Consent Decree. The checks will be mailed to Patricia Pavalonis, through her attorney Peter Winebrake, Esq., The Winebrake Law Firm, LLC, Twining Office Center, Suite 114, 715 Twining Road, Dresher, PA 19025, by certified mail, return receipt requested. Defendant will mail a photocopy of each check to the EEOC, to the attention of Woody Anglade, Trial Attorney, EEOC, Philadelphia District Office, 801 Market St., Suite 1300, Philadelphia, PA 19107, within five (5) days of the date of mailing of the checks to Pavalonis.

Defendant agrees to pay monetary relief to Yvonne Prywara ("Prywara") in full settlement of the claims against Defendant which were raised in the Commission's complaint. SCHOTT will issue checks to Ms. Prywara and her counsel within twenty-one (21) days, following filing of the Consent Decree. The checks will be mailed to Yvonne Prywara, through her attorney Peter Winebrake, Esq., The Winebrake Law Firm, LLC, Twining Office Center, Suite 114, 715 Twining Road, Dresher, PA 19025, by certified mail, return receipt requested. Defendant will mail a photocopy of each check to the EEOC, to the attention of Woody Anglade,

Trial Attorney, EEOC, Philadelphia District Office, 801 Market St., Suite 1300, Philadelphia, PA 19107, within five (5) days of the date of mailing of the checks to Prywara.

THE CLASS

8. Defendant agrees to pay monetary relief to the remaining class of five (5) individuals as identified in Exhibit 1, in full settlement of the claims against Defendant which were raised in the Commission's Complaint. SCHOTT will issue checks to the remaining class of five (5) individuals as identified in Exhibit 1 within twenty-one (21) days, following filing of the Consent Decree. The checks will be mailed to each class member to addresses provided by the EEOC. Defendant will mail a photocopy of each check to the EEOC, to the attention of Woody Anglade, Trial Attorney, EEOC Philadelphia District Office, 801 Market St., Suite 1300, Philadelphia, PA 19107, within five (5) days of the date of mailing of the checks to each class member.

POSTING OF NOTICE

9. Within ten (10) business days after entry of this Decree, or as soon as practicable, Defendant shall post same-sized copies of the Notice attached as Exhibit 2 to this Decree on all bulletin boards located at its Duryea, PA facility, usually used by Defendant for communicating with employees. The notice shall remain posted for three (3) years from the date of entry of this Decree. Counsel for Defendant shall provide a copy of the Notice, and an indication of the date and location of its posting, to the EEOC's Philadelphia District Office, attention, Woody Anglade, Trial Attorney, within ten (10) days of the posting. Defendant shall take all reasonable steps to ensure that the posting is not altered, defaced or covered by any other material. Should the posted copies become defaced, removed, marred, or otherwise illegible, Defendant agrees to as soon as practicable post a readable copy in the same manner as hereto specified.

NON-DISCRIMINATION AND ANTI-HARASSMENT POLICIES AND COMPLAINT PROCEDURES

10. Defendant's policy or policies against sex discrimination, and complaint procedures shall be drafted in plain and simple language. Defendant shall ensure that its policy or policies against sex discrimination, and related complaint procedures meet the following minimum criteria:

(a) State that Defendant: (i) prohibits discrimination against employees on the basis of sex; and (ii) prohibits any act, policy or practice that has the effect of treating employees differently on the basis of their sex in violation of Title VII;

(b) Include a complaint procedure designed to encourage employees to come forward with complaints regarding violations of its policy or policies against sex discrimination, which shall meet the following minimum criteria: (i) provide effective mechanism(s) for reporting incidents of sex discrimination; (ii) provide that the complaints of sex discrimination can be made either in writing or verbally; (iii) identify employees to whom an employee can make a complaint; (iv) encourage prompt reporting by employees; and (v) provide assurances that complainants shall not be subjected to retaliation;

(c) Provide for prompt investigation of complaints of sex discrimination;

(d) Provide for prompt communication to the complaining party of the results of the investigation and any remedial actions taken or proposed; and

(e) Provide for discipline up to and including discharge of any employee or supervisor who violates Defendant's policy or policies against discrimination, and for increasingly severe discipline of repeat offenders.

11. Defendant shall distribute to all of its employees and newly-hired employees at its Duryea, PA facility, its policy or policies against sex discrimination within 90 days after entry of this Consent Decree.

12. Within 90 days after entry of this Consent Decree, Defendant shall advise Woody Anglade, Trial Attorney, EEOC's Philadelphia District Office, that its policy or policies against sex discrimination have been distributed to current employees and that new employees will receive these policies and an opportunity to acknowledge receipt. Defendant will retain copies of any acknowledgment of receipt form for an employee in the employee's personnel file.

13. Defendant shall once annually for the duration of the Consent Decree provide a copy of its policy or policies against sex discrimination to each employee.

SUPERVISOR ACCOUNTABILITY

14. Defendant shall promote supervisor accountability by the following conduct:

(a) Providing anti-discrimination training to all of its supervisory and managerial personnel as set forth in Paragraph 15;

(b) Disciplining, up to and including discharge, any supervisor or manager who violates Defendant's policy or policies against sex discrimination;

(c) Imposing on all managers and supervisory personnel a duty to administer their work areas to ensure compliance with Defendant's policy or policies against sex discrimination; and

(d) Requiring all managers and supervisors to report any incidents and/or complaints of sex discrimination of which they become aware to the Defendant's Human Resources Department located at the Duryea, Pennsylvania facility.

TRAINING

15. Defendant shall provide training on the requirements of Title VII on the following terms:

(a) Defendant agrees to provide annual training sessions to all of its managers and supervisors who work at its Duryea, PA facility. The training will cover employee rights and employer obligations under Title VII.

(b) Defendant shall provide training in accordance with Paragraph 15(a) by December 31, 2009. Defendant shall then also provide such training on at least one occasion in calendar years 2010 and 2011.

16. In addition to the training described in Paragraph 15, Defendant will provide training to all employees and supervisors in its Human Resources Department at its Duryea, PA facility, regarding conducting a prompt and effective investigation into allegations, complaints, or charges of sex discrimination.

17. Defendant agrees to provide the EEOC with any and all copies of pamphlets, brochures, outlines or other written materials provided to the participants of the training sessions.

18. Defendant shall certify to the EEOC in writing within five (5) business days after the training sessions have occurred that the training has taken place and that the required personnel have attended. Such certification shall include: (i) the dates, location and duration of the training session; and (ii) a copy of the registry of attendance, which shall include the name and position of each person in attendance.

RECORD KEEPING

19. For a period of three (3) years following entry of this Decree, Defendant shall

maintain records of each complaint of any incident of sex discrimination occurring at its Duryea, PA facility. Each such report shall indicate the date the complaint was made, who made it, what was alleged, and what actions the Defendant took to resolve the matter. The Defendant shall also make records of all actions it takes to prevent sex discrimination at its Duryea, PA facility during the duration of this Decree.

20. Nothing contained in this Decree shall be construed to limit any obligation Defendant may otherwise have under Title VII or any other law or regulation.

REPORTING

21. Defendant shall furnish to the EEOC the following written reports annually for a period of three (3) years following entry of this Decree. The first report shall be due twelve (12) months after entry of the Decree. The final report shall be due thirty-six (36) months after entry of the Decree. Each such report shall contain: A certification by Defendant that the Notice required to be posted in Paragraph 9, above, remained posted during the entire twelve (12) month period preceding the report.

DISPUTE RESOLUTION

22. In the event that either party to this Decree believes that the other party has failed to comply with any provision(s) of the Decree, the complaining party shall notify the other party of the alleged non-compliance within ten (10) days of the alleged non-compliance and shall afford the alleged non-complying party ten (10) business days to remedy the non-compliance or to satisfy the complaining party that the alleged non-complying party has complied. If the alleged non-complying party has not remedied the alleged non-compliance within ten (10) business days, the complaining party may apply to the Court for appropriate relief.

MISCELLANEOUS PROVISIONS

23. Each party to this Decree shall bear its own expenses, costs and attorneys' fees.

24. The terms of this Decree are and shall be binding upon the present and future agents, directors, officers, assigns, and successors of Defendant in their capacities as agents, directors and officers of Defendant, and not in their individual capacities. This Paragraph shall not be construed as placing any limit on remedies available to the Court in the event that any individual is found to be in contempt for a violation of this Decree.

25. This Consent Decree shall fully and finally resolve all claims which were raised by the EEOC in its Complaint in Civil Action No. 06-CV-1246.

26. This Consent Decree shall be filed in the United States District Court for the Middle District of Pennsylvania and shall continue to be in effect for a period of three (3) years. Any application by any party to modify or vacate this Consent Decree during such period shall be made by motion to the Court on no less than thirty (30) days notice to the other party.

27. The Court retains jurisdiction over this case in order to enforce the terms of the Consent Decree.

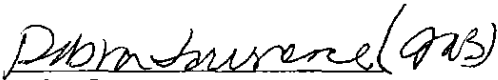
28. The Clerk of the District Court is hereby directed to send a file-stamped copy of this Consent Decree to counsel of record.

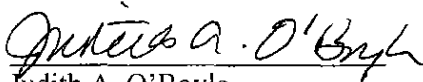
For Plaintiff EEOC:

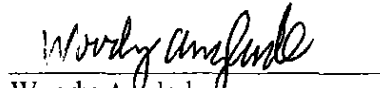
James L. Lee
Deputy General Counsel

Gwendolyn Young Reams
Associate General Counsel

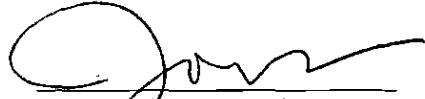
Washington, D.C.
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION

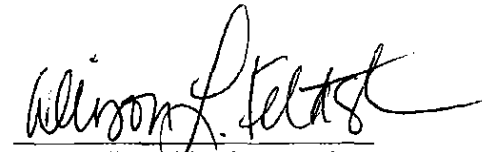

Debra Lawrence
Acting Regional Attorney


Judith A. O'Boyle
Supervisory Trial Attorney


Woody Anglade
Trial Attorney
EQUAL EMPLOYMENT OPPORTUNITY COMMISSION
Philadelphia District Office
801 Market St., Suite 1300
Philadelphia, PA 19107

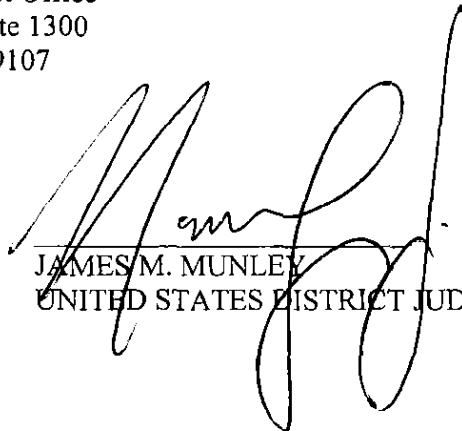
Schott North America:


John J. Myers, Esquire
Eckert Seamans Cherin & Mellott,
LLC
600 Grant Street, 44th Floor
Pittsburgh, PA 15219


Allison L. Feldstein, Esquire
Eckert Seamans Cherin & Mellott,
LLC
600 Grant Street, 44th Floor
Pittsburgh, PA 15219

IT IS ORDERED:

BY THE COURT:


JAMES M. MUNLEY
UNITED STATES DISTRICT JUDGE

DATE: 6/11/09

EXHIBIT 1

CLAIMANT

- 1) Arlene Anderson
- 2) Carolyn Blockus
- 3) Deborah Gdovin
- 4) Laura Figueroa
- 5) Patricia Pavalonis
- 6) Yvonne Prywara
- 7) Jean Donovan
- 8) Sally Guzik
- 9) Margaret Moran
- 10) Linda Stoss
- 11) Lori Zielinski

EXHIBIT 2

NOTICE TO ALL SCHOTT EMPLOYEES

This Notice is being posted pursuant to a Consent Decree entered by the Federal Court in EEOC, et al., v. SCHOTT North America, Civil Action Number 06-1246 (M.D. PA.), resolving a lawsuit filed by the Equal Employment Opportunity Commission (“EEOC” or “Commission”) against SCHOTT North America (“Defendant” or “SCHOTT”).

Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, et seq., as amended, (“Title VII”), prohibits discrimination against employees and applicants for employment based upon race, color, sex, religion or national origin. Title VII further prohibits retaliation against employees or applicants who avail themselves of their rights under Title VII by engaging in protected activities, such as opposing employment practices believed to be discriminatory, filing a charge of discrimination and/or testifying or participating in a Commission investigation. The EEOC is a federal agency which investigates charges of employment discrimination. The EEOC has authority to bring lawsuits in Federal Court to enforce Title VII.

In its lawsuit, the Commission alleged that SCHOTT violated Title VII. Schott has consistently denied these allegations.

To resolve the case, EEOC and the Defendant have entered into a Consent Decree which provided, among other things, that: (1) SCHOTT will not discriminate on the basis of sex; and (2) SCHOTT will train all employees at its Duryea, PA facility, regarding sex discrimination and Defendant’s policy prohibiting sex discrimination.

If you have questions, or if you would like to report discrimination in the workplace, contact SCHOTT’s Duryea, Pennsylvania Human Resources Department.

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

This Notice must remain posted for three (3) years from the date below and must not be altered, defaced or covered by any other material. Any questions about this Notice or compliance with its terms may be directed to the: Regional Attorney, EEOC Philadelphia District Office, 801 Market Street, Suite 1300, Philadelphia, PA 19107.

By: *Debra Lawrence (EWS)*
For: Equal Employment Opportunity
Commission

By: _____
For: SCHOTT North America